

City of Hattiesburg, MS

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



Meeting Agenda

Wednesday, July 5, 2017

4:00 PM

Council Chambers

City Council

I. Call to Order**II. Call to Prayer and Pledge of Allegiance****III. Agenda Order****IV. PRESENTATION AGENDA****V. Approval of Minutes for the June 5, 6, 12, 19 and 20, 2017, City Council meetings.****VI. POLICY AGENDA**

- VI.1. 2017-527** Adopt a resolution designating the City of Hattiesburg voting delegates for voting in the 2017 Mississippi Municipal League election.
1. Resolution-Voting Delegates
- VI.2. 2017-526** Adopt a Resolution authorizing Requisition No. 71 from the Project Fund Construction Account in connection with a certain loan agreement, dated as of October 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.
1. 2013 Bond Resolution No. 71
- VI.3. 2017-517** Adopt a Resolution authorizing Disbursement No. 17 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp. and City of Hattiesburg.
1. Energy Performance Disbursement No. 17
- VI.4. 2017-518** Authorize Mayor to execute 2017 Grant Application for Federal Assistance SF-424 from the Federal Aviation Administration in the amount of \$1,240,771.00 for the 2017 Bobby L. Chain Airport Taxiway Extension (nun pro tunc).
1. 2017 Grant Application

- VI.5. 2017-521** Authorize and approve publication setting a Public Comment Period for the City's Annual Action Plan for the Community Development Block Grant and HOME Investment Partnership Act Programs {Entitlement}
1. Notice of Public Comment Period for the 2017 Annual Action Plan
 2. 2017 Annual Action Plan
 3. HUD Revised Procedures to Govern the Submission and Review of Action Plans for FY 2017 Funding
- VI.6. 2017-528** Authorize Mayor to execute agreement with Conduent Government Systems, LLC for technology hosting and support services for the Hattiesburg Fire Department.
1. Conduent Agreement
- VI.7. 2017-519** Approve and authorize the Mayor to execute in triplicate a CHDO Rental Housing Development Agreement with Breakthrough Community Services, Inc.
1. Rental Housing Development Agreement and CHDO Application
- VI.8. 2017-529** Lift the temporary freeze placed June 12, 2017, on hiring for all positions and on transfers of personnel at the City of Hattiesburg.
- VI.9. 2017-530** Rescind the policy restricting the hiring of participants in the Public Employees Retirement System of Mississippi, adopted October 8, 2015, at Minute Book 2015- page 301.
1. COH Policy, Employment of PERS Retirees

VII. ROUTINE AGENDA

- VII.1. 2017-524** Acknowledge receipt of certification of the results of the General Election held on June 6, 2017, from the Municipal Election Commissioners.
1. Recapulation Sheet
- VII.2. 2017-520** Acknowledge receipt of Declaration of Forfeiture from Lamar County forfeiting \$4,792.00 to the Hattiesburg Police Department and \$1,198.00 to the 15th District Attorney's Office
1. Declaration of Forfeiture

- VII.3. 2017-523** Acknowledge bids received on June 16, 2017, for the Comprehensive Water Improvements Phase V Project and accept bid from C.B. Developers in the amount of \$1,143,728.04 as the lowest and best bid.
1. Letter of Recommendation
 2. Bid Tabulation
 3. Affidavit of Publication
- VII.4. 2017-516** 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.5. 2017-525** Approve Claims Docket for the period ending June 30, 2017.
1. Docket 6-30-17



City of Hattiesburg, MS

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

FILE NUMBER: 2017-527

MEETING DATE: 07/05/2017

MINUTE BOOK NUMBER:

Brief Title: Adopt a resolution designating the City of Hatties

Title: Adopt a resolution designating the City of Hattiesburg voting delegates for voting in the 2017 Mississippi Municipal League election.

Type: Resolution

Drafter: Kermas Eaton

In Control: City Council

Reference:

Attachments: Resolution-Voting Delegates

File Created: 06/27/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

RESOLUTION

**RESOLUTION APPOINTING
MISSISSIPPI MUNICIPAL LEAGUE
2017 VOTING DELEGATES
FOR THE CITY OF HATTIESBURG**

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a second vice president and to vote on any proposed bylaw changes; and

WHEREAS, the amended bylaws require the governing authority board (Alderman, City Council, City Commission) to designate in its minutes the voting delegate and two alternates to cast the vote for each member municipality.

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

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2017 Mississippi Municipal League election to be held at the annual convention on July 24 - 26, 2017 are as follows:

Voting Delegate: Toby Barker, Mayor

First Alternate: Carter Carroll, City Council member, Ward 3

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of July, 2017.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of July, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



City of Hattiesburg, MS

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

FILE NUMBER: 2017-526

MEETING DATE: 07/05/2017

MINUTE BOOK NUMBER:

Brief Title: Adopt a Resolution authorizing Requisition No. 71 - 2013 Bonds

Title: Adopt a Resolution authorizing Requisition No. 71 from the Project Fund Construction Account in connection with a certain loan agreement, dated as of October 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Type: Resolution

Drafter: LaTasha McDaniel,
Engineering

In Control: City Council

Reference: Lamar Rutland

Attachments: 2013 Bond Resolution No. 71

File Created: 06/27/2017

Budget Information: 105695.6015

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. 71 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2013. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 71 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF DECEMBER 19, 2013, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on December 19, 2013 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$28,000,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City (the "Loan Agreement").

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 71 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$ 15,725.88 for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. 71 from the Project Fund Construction Account under the Loan in the total aggregate amount of **Fifteen Thousand Seven Hundred Twenty-Five and 88/100 Dollars (\$15,725.88)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. 71 in the total aggregate amount of **Fifteen Thousand Seven Hundred Twenty-Five and 88/100 Dollars (\$15,725.88)** as authorized herein, as more particularly described in Exhibit A.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed for and on behalf of the City to take any and all action as may be required by the City to carry out and give effect to the aforesaid documents authorized pursuant to this Resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Resolution in order to evidence the authority.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 5th day of July, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of July, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

Hattiesburg, Mississippi does hereby certify to Hancock Bank, as trustee in respect to the referenced Bonds (the Trustee”):

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of December 19, 2013 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title: Mayor or City Clerk
(Authorized City Representative)

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$28,000,000.00 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Bonds") secured by \$28,000,000.00 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Note").

TO: Hancock Bank
The Quarter Specialty Center
1855 Lakeland Drive, Suite Q-230
Jackson, Mississippi 39216
ATTN: Trust and Financial Services Group

REQUISITION NO.: 71

DATE OF REQUISITION: 7/5/2017

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	\$ 15,725.88	19692	Water Phase V-I 59 Crossing etal Period: June 1, 2017 to June 30, 2017 MB 2011-4/89-110 SDW Project# 1273-W013
			<u>\$ 15,725.88</u>		



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

June 20, 2017
Project No: 1273-W013
Invoice No: 19692

Project Manager Kyle Wallace
Project 1273-W013 COMSWIP WATER PH V - I-59 Crossing etal
Professional Services from June 1, 2017 to June 30, 2017

Construction Cost 1,143,728.04
Fee Percentage 9.00
Total Fee 102,935.52

Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Phase Services	100.00	102,935.52	100.00	102,935.52	87,291.68	15,643.84
Totals				102,935.52	87,291.68	15,643.84
Total Fee						15,643.84

Reimbursable Expenses

Hattiesburg American		82.04	
Total Reimbursables	1.0 times	82.04	82.04
Total this Invoice			\$15,725.88

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

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

105695.6015
2011-4/89-110



City of Hattiesburg, MS

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

FILE NUMBER: 2017-517

MEETING DATE: 07/05/2017

MINUTE BOOK NUMBER:

Brief Title: Adopt a Resolution authorizing Disbursement No. 17

Title: Adopt a Resolution authorizing Disbursement No. 17 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp. and City of Hattiesburg.

Type: Resolution

Drafter: LaTasha McDaniel,
Engineering

In Control: City Council

Reference: Lamar Rutland

Attachments: Energy Performance Disbursement No. 17

File Created: 06/26/2017

Budget Information: 089603.7295

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Disbursement No. 17 of funds from the Escrow Account in connection with the Equipment Lease/Purchase Agreement between the City and Banc of America Public Capital Corp and an Escrow and Account Control Agreement between the City and Bank of America, N.A., as Escrow Agent, dated February 4, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING DISBURSEMENT NO. 17 FROM THE ESCROW ACCOUNT IN CONNECTION WITH THAT EQUIPMENT LEASE/PURCHASE AGREEMENT DATED FEBRUARY 4, 2016, BY AND BETWEEN THE CITY AND BANC OF AMERICA PUBLIC CAPITAL CORP AND AN ESCROW AND ACCOUNT CONTROL AGREEMENT BETWEEN THE CITY AND BANK OF AMERICA, N.A., AS ESCROW AGENT, ALL IN CONNECTION WITH THAT CERTAIN PERFORMANCE CONTRACT UNDERTAKEN PURSUANT TO THE MISSISSIPPI DEVELOPMENT AUTHORITY CAPITAL LEASE PROGRAM TO FINANCE ENERGY EFFICIENCY AND CONVERSATION EQUIPMENT FOR CERTAIN FACILITIES LOCATED THROUGHOUT THE CITY, AND RELATED MATTERS.

Whereas, on February 4, 2016 the City entered into an Equipment Lease/Purchase Agreement between Banc of America Public Capital Corp and an Escrow Control Agreement between the Bank of America, National Association, as Escrow Agent, in an amount not to exceed \$7,528,000 (the "Lease") pursuant to the terms and conditions of that certain agreement, dated as February 4, 2016, by between Banc of America Public Capital Corp and Bank of America, National Association (the "Lease").

Whereas, the City Council of the City now finds it necessary to approve Disbursement No. 17 from the Escrow Account under the Lease in the total aggregate amount of \$ 28,349.00 for the purpose of paying vendors in connection with the lease as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Disbursement No. 17 from the Escrow Account under the Lease in the total aggregate amount of **Twenty-Eight Thousand Three Hundred Forty-Nine and no/100 Dollars (\$ 28,349.00)** for the purpose of paying vendors in connection with the Lease as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Bank of America, National Association, as the Escrow Agent, to disburse funds of Disbursement No. 17 in the total aggregate amount **Twenty-Eight Thousand Three Hundred Forty-Nine and no/100 Dollars (\$ 28,349.00)** as authorized herein, as more particularly described in Exhibit A.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed for and on behalf of the City to take any and all action as may be required by the City to carry out and give effect to the aforesaid documents authorized pursuant to this Resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Resolution in order to evidence the authority.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 5th day of **July**, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of **July**, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

DISBURSEMENT OF ESCROW FUNDS REQUEST

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO OWNER: City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

PROJECT: City of Hattiesburg Energy Performance Contract
PROJECT MGR: Moore, Chip

APPLICATION NO: 17
PERIOD TO: 6/30/2017
PROJECT NO: SPYQ-0016

Distribution to:

☒ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM CONTRACTOR:

JOHNSON CONTROLS, INC.
South Region PC Branch
3021 W. Bend Drive
Dallas, TX 75373

CONTRACT FOR: Energy Performance Upgrades

CONTRACT DATE: 28-Aug-15

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

Johnson Controls, Inc.

By:

Derland Moore II

Date:

6/30/2017

1. ORIGINAL CONTRACT SUM \$ 7,249,714
2. Net change by Change Orders \$ 0
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 7,249,714
4. TOTAL COMPLETED & STORED TO \$ 6,873,053

DATE (Column G on G703)

5. RETAINAGE:

a. 0 % of Completed Work
(Column D + E on G703) \$ 0
b. 0 % of Stored Material
(Column F on G703) \$ 0
Total Retainage (Lines 5a + 5b or
Total in Column I of G703) \$ 0

6. TOTAL EARNED LESS RETAINAGE
(Line 4 Less Line 5 Total) \$ 6,873,053
7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate) \$ 6,844,704

8. CURRENT PAYMENT DUE

\$ 28,349
0
\$ 376,661

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)

\$ 376,661

AMOUNT CERTIFIED

\$ 528,349

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0	\$0
Total approved this Month	\$0	\$0
TOTALS	\$0	\$0
NET CHANGES by Change Order*	\$0	\$0

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

Owner:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA® - © 1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

CONTINUATION SHEET

ALL DOCUMENTS, APPLICATION AND CERTIFICATION FOR PAYMENT, CONTRACTING

Contractor's signed certification is attached.

In tabulations below, amounts are stated in the nearest dollar.

Use Column 1 for Contract's where variable percentage for line items, any apply

AIA DOCUMENT G703

PROJECT NO: 3FVQ-0016

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

6/18/2017

10/18/17

A	B	C	D	E	F	G	H	I
LINE NO.	DESCRIPTION OF WORK	SE BUILT VALUE	FROM PREVIOUS APPLICATION (D + E)	MARK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN DUE)	TOTAL COMPLETED AND STORED (D + E + F)	% (G + H)	REMAINING IN VOUCHER BALANCE TO FINISH (I - F)
General Fund								
1	Lighting Upgrade	\$ 1,186,211	\$1,163,196	0	\$0	\$1,163,196	98%	\$23,015
2	Energy Management Control System	\$ 470,334	\$450,702	0	\$0	\$450,702	96%	\$19,632
3	Small Unitary Equipment Replacement	\$ 362,896	\$359,367	0	\$0	\$359,367	99%	\$3,529
4	City Hall HVAC Upgrade	\$ 593,004	\$571,868	0	\$0	\$571,868	96%	\$21,136
5	Jackie Doyle HVAC Upgrade	\$ 102,285	\$102,285	0	\$0	\$102,285	100%	\$0
6	Solar Photo-Voltaic System	\$ 33,901	\$33,901	0	\$0	\$33,901	100%	\$0
Enterprises Fund								
7	Lighting Upgrade	\$ 394,328	\$384,608	0	\$0	\$384,608	98%	\$9,720
8	Energy Management Control System	\$ 33,262	\$28,904	0	\$0	\$28,904	87%	\$4,358
9	Boiler Replacement	\$ 144,945	\$144,945	0	\$0	\$144,945	100%	\$0
10	Water Treatment Plant Control Upgrade	\$ 1,240,751	\$1,179,353	0	\$0	\$1,179,353	95%	\$61,398
11	Lift Station Control Upgrade	\$ 1,409,975	\$1,275,935	0	\$0	\$1,275,935	90%	\$134,040
12	Water Conservation Option	\$ 1,277,822	\$1,149,640	28,349	\$0	\$1,177,989	92%	\$99,833
GRAND TOTALS: \$7,249,714 \$6,844,704 28,349 \$0 \$6,873,053 95% \$376,661 \$0								

Bldg Name / Site	Completed	Ongoing	Have Not Started
Sanitation Office Facilities LED Lighting (50)			
Thermoplaste			
Public Works Facilities (5 Bldgs) LED Lighting (168)			
Thermoplaste			
Mass Transit Operations Building LED Lighting (54)			
Thermoplaste			
Maintenance Shop, Traffic Control LED Lighting (118)			
Thermoplaste			
Lt Ben McNear Recreation Center LED Lighting (72)			
Thermoplaste			
AC unit replacement (2x10 ton) W U Bill Sigler Community Center LED Lighting (99)			
Thermoplaste			
Kemper Park Facilities LED Lighting (59) • Tennis Courts Water Billing Office LED Lighting (55)			
Thermoplaste			
San Antonio Street Soccer Complex LED Lighting (139)			
Jaycee Park and Fields LED Lighting (57)			
Cameron Field with Buildings LED Lighting (33)			
Hartlesburg Employee Clinic LED Lighting (23)			
City Engineering Office LED Light ing (92)			
Thermoplaste			
PVAC upgrade (\$ bin to 5 ton) Solar panels Cap charging station Jackie Dole Shamill Community Center LED Lighting (324)			
Thermoplaste			
PVAC upgrading (2x10 ton) Solar shades Walking shading trail Oscola McCarty Park lighting (West Street Walking trail) LED Lighting (15)			
LED Lighting (19)			
Perry Charles Bailey Fitness and Walking Trail Restrooms / East Side Park Facilities LED Lighting (130)			
Bobby Chair Air Port Facilities LED Lighting (33)			
Police/Fire Training Building LED Lighting (101)			
Thermoplaste			
Fire Station #3 LED Lighting (46)			
Peoples Park LED Lighting (34)			
Walking Trail (16th St) LED Lighting (116)			
Walking Trail (5th St) LED Lighting (30)			
C E Roy Community Center / 5th Street Bell Sanderford LED Lighting (184)			
Thermoplaste			
WALK PARK WITH VERNAN DAHMNER LED Lighting (55) • Tennis Courts Civic Center - Parking Garage (Trustmark) LED Lighting (22)			
Thermoplaste			
City Hall Building (Historic Building) LED Lighting (546)			
Thermoplaste			
PVAC upgrade Boiler Replacement Fluid Controls Replacement Scale Studies			
Weather stations Fire Station #1 (New Facility) LED Lighting (216)			
Thermoplaste			
Water Plant #1, 2 Bldgs & Pumps LED Lighting (172)			
Thermoplaste			
Water treatment plant controls update Highland Cemetery LED Lighting (46)			
Thermoplaste			
AC unit replacement (2 x 5 ton) Fire Department Admin Bldg LED Lighting (164)			
Thermoplaste			
Water Plant #2 Admin Bldg LED Lighting (54)			
Thermoplaste			
Water Plant #2 Facilities, 4 Bldgs LED Lighting (272)			
Boiler Replacement Fire Station #2 LED Lighting (27)			
Thermoplaste			
Fire Station #4 LED Lighting (50)			
Thermoplaste			
Fire Station #5 LED Lighting (55)			
Fire Station #6 LED Lighting (55)			
Thermoplaste			
City of Hartlesburg Municipal Water System LED Lighting (101)			
Thermoplaste			

Low-Collection Scenario 1

Johnson Controls Energy Project Status

SCHEDULE 1
to the Escrow and Account Control Agreement

FORM OF DISBURSEMENT REQUEST

Re: Equipment Lease/Purchase Agreement dated as of February 4, 2016 by and between Banc of America Public Capital Corp, as Lessor and City of Hattiesburg, Mississippi, as Lessee (the "Lease") (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of February 4, 2016 (the "Escrow Account and Account Control Agreement") by and among Banc of America Public Capital Corp ("Lessor"), City of Hattiesburg, Mississippi ("Lessee") and Bank of America, National Association, (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Account and Account Control Agreement for the following purposes:

Disbursement Amounts:

Payee's Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose
Johnson Control, Inc. JPM Chase One Bank Plaza Chicago, IL 60 670 ABA# 071000013 Account # 5514347	Pay App 17	\$28,349.00	Energy Performance Upgrades

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

Dated: July 5, 2017

CITY OF HATTIESBURG, MISSISSIPPI

By: _____

Mayor Toby Barker

Disbursement of funds from the Escrow
Account in accordance with the foregoing
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name:
Title:



City of Hattiesburg, MS

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

FILE NUMBER: 2017-518

MEETING DATE: 07/05/2017

MINUTE BOOK NUMBER:

Brief Title: Authorize Mayor to execute 2017 Grant Application

Title: Authorize Mayor to execute 2017 Grant Application for Federal Assistance SF-424 from the Federal Aviation Administration in the amount of \$1,240,771.00 for the 2017 Bobby L. Chain Airport Taxiway Extension (nun pro tunc).

Type: Action Item

Drafter: LaTasha McDaniel, Engineering

In Control: City Council

Reference: Lamar Rutland

Attachments: 2017 Grant Application

File Created: 06/26/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Hattiesburg, MS

* b. Employer/Taxpayer Identification Number (EIN/TIN):

72-1389168

* c. Organizational DUNS:

0794481300000

d. Address:

* Street1:

212 West Front St.

Street2:

* City:

Hattiesburg

County/Parish:

Forrest

* State:

MS: Mississippi

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

39401

e. Organizational Unit:

Department Name:

Engineering

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

Lamar

Middle Name:

* Last Name:

Rutland

Suffix:

Title:

Airport Director/City Engineer

Organizational Affiliation:

Hattiesburg - Bobby L. Chain Municipal Airport

* Telephone Number:

601-545-4540

Fax Number:

601-545-4642

* Email:

lrutland@hattiesburgms.com

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration (FAA)

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Hattiesburg, Forrest County, MS

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Construct Taxiway Extension

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

Fourth

* b. Program/Project

Fourth

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

07/01/2017

* b. End Date:

11/30/2017

18. Estimated Funding (\$):

* a. Federal

1,016,850.00

* b. Applicant

* c. State

56,422.00

* d. Local

167,429.00

* e. Other

* f. Program Income

* g. TOTAL

1,240,771.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐

a. This application was made available to the State under the Executive Order 12372 Process for review on

☐

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐

Yes

☒

No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

Mr.

* First Name:

Johnny

Middle Name:

L.

* Last Name:

Dupree

Suffix:

* Title:

Mayor of Hattiesburg

* Telephone Number:

601-545-4500

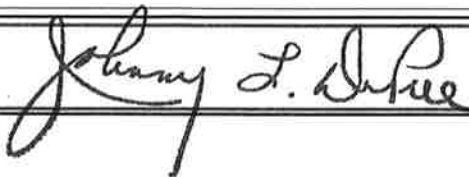
Fax Number:

601-545-4642

* Email:

mayor@hattiesburgms.com

* Signature of Authorized Representative:



* Date Signed:

6/23/17

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes ☐ No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes ☒ No ☐ N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	☐ Yes ☒ No ☐ N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
☐ The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? ☐ Yes ☐ No	
☐ The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
☐ Yes ☒ No ☐ N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
☐ Negotiated Rate equal to	% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

N/A

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

All projects are clearly depicted on the current Airport Layout Plan.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Hattiesburg - Bobby L. Chain Municipal Airport owns the land on which the completed parallel taxiway will be constructed.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Yes

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Yes

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL

1. Federal Domestic Assistance Catalog Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 5,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			36,000
5. Other Architectural engineering fees (Testing)			15,000
6. Project inspection fees			148,000
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			1,036,771
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 1,240,771
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			1,240,771
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 1,240,771
19. Federal Share requested of Line 18			1,016,850
20. Grantee share			167,429
21. Other shares			56,492
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 1,240,771

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	\$ 167,429
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 167,429
25. Other Shares	Amount
a. State	56,492
b. Other	
c. TOTAL - Other Shares	\$ 56,492
26. TOTAL NON-FEDERAL FINANCING	\$ 223,921

SECTION E – REMARKS (Attach sheets if additional space is required)

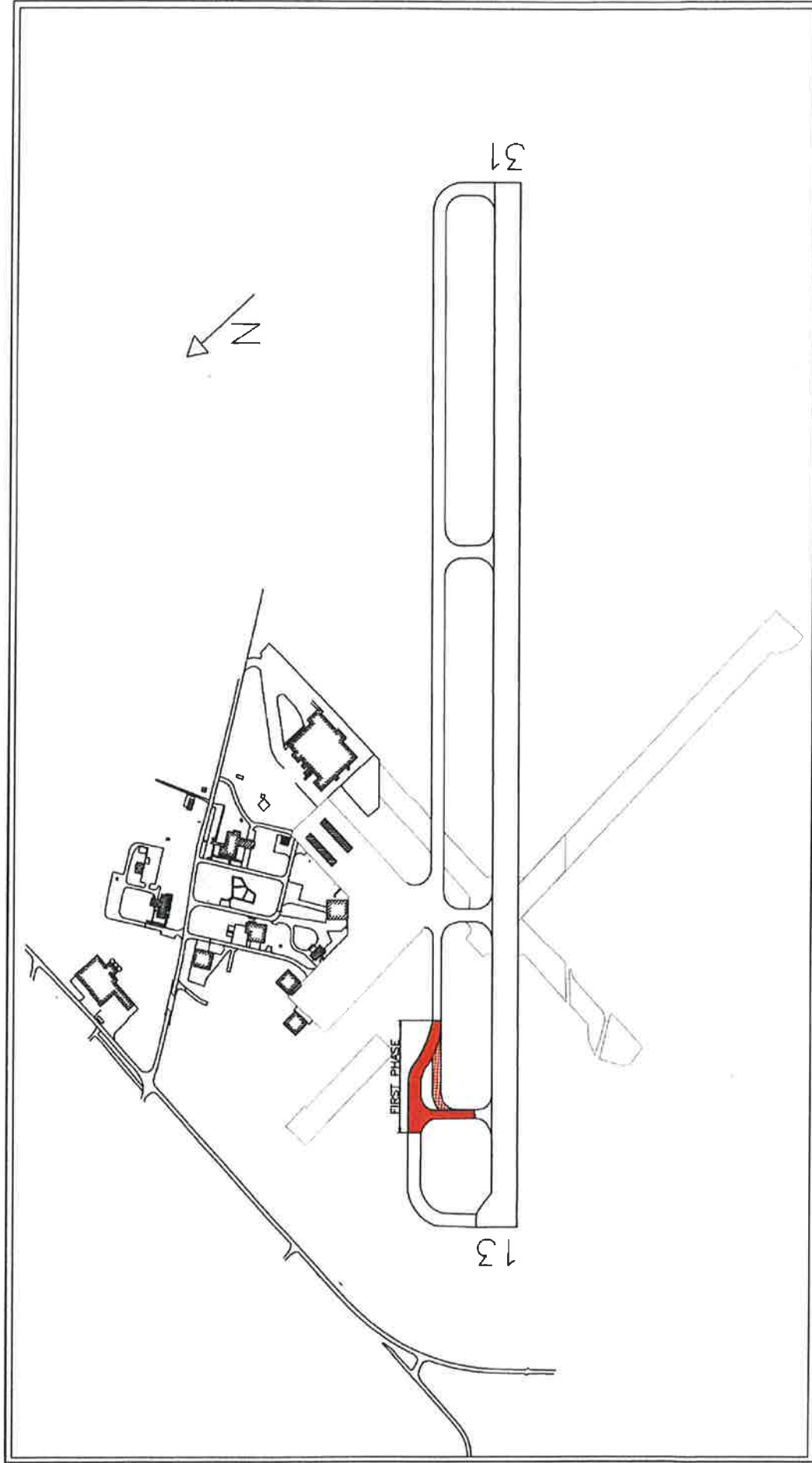
PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Taxiway A Extension
AIRPORT: Hattiesburg - Bobby L. Chain Municipal Airport
1. Objective: The primary objective at HBG is to provide a "safe and efficient use of the navigable airspace" in accordance with FAA standards. According to FAA Advisory Circular 150/5300-13, a parallel taxiway is key in "reducing runway incursions with the corollary benefit of mitigating the potential for aircraft accident". This pre-application includes final engineering bid documents and includes construction of the parallel taxiway extension design for the parallel taxiway.
2. Benefits Anticipated: The completed taxiway will increase airport safety and provide acceptable line-of-sight requirements for aircraft movement. In accordance with FAA Order 5100-38C Airport Improvement Handbook, paragraph 525, a taxiway is used to expedite the flow of traffic between runways and aircraft parking areas available for public use. The benefit of this project is to bring the airport into compliance with FAA standards.
3. Approach: (See approved Scope of Work in Final Application) This project constructs approximately 1000 L.F. of taxiway extension.
4. Geographic Location: Hattiesburg, MS Forrest County 31 deg 15' 53.8"N/ 89deg 15' 10.40" W
5. If Applicable, Provide Additional Information: N/A
6. Sponsor's Representative: (include address & telephone number) Lamar Rutland, PE Airport Director/City Engineer 212 West Front Street Hattiesburg, MS 39401 601-545-4540

COST ESTIMATE

Taxiway Extension

1. Administration	\$ 5,000		4. Testing	\$ 15,000
2. Engineering	\$ 36,000		5. Construction	\$ 1,036,771
3. Inspection	\$ 148,000		TOTAL:	\$ 1,240,771



TAXIWAY EXTENSION EXHIBIT

HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MISSISSIPPI



Design & Management
Professionals

Aviation - Civil Engineering
Education & Development

Shreveport, Louisiana

800 Spring Street, Suite 214 Shreveport, LA 71101 • Telephone: (318) 222-8252 • Facsimile: 222-8251



City of Hattiesburg, MS

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

FILE NUMBER: 2017-521

MEETING DATE: 07/05/2017

MINUTE BOOK NUMBER:

Brief Title: Authorize and approve publication setting a Public

Title: Authorize and approve publication setting a Public Comment Period for the City's Annual Action Plan for the Community Development Block Grant and HOME Investment Partnership Act Programs {Entitlement}

Type: Action Item

Drafter: Clarence Williams

In Control: City Council

Reference: La'Keylah White

Attachments: Notice of Public Comment Period for the 2017 Annual Action Plan , 2017 Annual Action Plan, HUD Revised Procedures to Govern the Submission and Review of Action Plans for FY 2017 Funding

File
Created: 06/26/2017

Budget Information:

Expenditure
Type:

Purchasing Item:

Publication
Information
:

History of Legislative File

NOTICE OF PUBLIC COMMENT PERIOD FOR THE 2017 ACTION PLAN
FOR COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROGRAMS

The City of Hattiesburg, Mississippi has received its Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs funds from the U.S. Department of Housing and Urban Development for Program Year 2017. The total funding is \$720,760.00. The funds will be used to meet the primary objectives of the Housing and Urban Development Act of 1974, as amended, by providing access to affordable, decent, safe and sanitary housing and a suitable living environment and expanding economic opportunities for persons, of low and moderate-income.

A Public Hearing was held on October 20, 2016 at 5:30 p.m. C. E. Roy Community Center, 300 E. 5th Street for the purpose of receiving comments on the creation of the 2017 Action Plan. Public Comments on the topic were taken between October 20, 2016 and October 31, 2016.

The City expects to receive a CDBG entitlement grant of \$507,809.00. The City proposes to budget these funds for the following activities: CDBG Administration (\$101,561.00); Public Services (\$15,000.00); and Housing Programs (\$391,248.00).

The City expects to receive a HOME entitlement grant of \$212,951.00. The City proposes to budget these funds for the following activities: HOME Administration (\$21,295.00); Community Housing Development Organization Set-aside (\$31,943.00); Downpayment Assistance (\$50,000) and Housing Programs (\$109,713.00).

The City will consider any comments or views of citizens, agencies or units of local government received in writing by July 21, 2017.

Comments related to this NOTICE may be sent to or delivered to City Hall, First Floor, Community Development Division/Department of Federal and State Programs, 200 Forrest Street, Hattiesburg, MS 39401. Written comments will be accepted in the Department of Federal & State Programs between July 7, 2017 and July 24, 2017. A summary of any comments or reviews accepted will be attached to the final action plan.

If you have any questions regarding this information, please contact the Department at (601) 554-1006.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Toby Barker, Mayor

PUBLISH Once in the Non-Legal Section of the Hattiesburg American: Friday, July 7, 2017.

2017 Annual Action Plan

January 1, 2017 – December 31, 2017



**City of Hattiesburg, Mississippi
Department of Federal and State Programs
Community Development Division**

**Federal Program Year 2017
City of Hattiesburg Fiscal Year 2017**

DUNS - 07 944 8130

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Hattiesburg (COH) 2017 Annual Action Plan is the fifth and final Action Plan of the City's 2013-2017 Consolidated Plan. The 2017 Action Plan will continue to address the identified housing, homelessness, supportive services and non-housing community needs as the basis for the City's strategy and its use of the 2017 CDBG and HOME funds granted to the City by HUD. This year's Action Plan is the City's application for how it will use its 2017 allocations of the above mentioned grant funds.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The primary objectives of the 2017 Action Plan are the same as detailed in the Consolidated Plan. The Proposed projects/activities with 2017 CDBG funding will focus on addressing housing concerns in a number of areas, but primarily on the following: Housing Rehabilitation; Tenant Based Rental Assistance; Affordable Housing Production; Down Payment Assistance; and Public Services. Specific goals for each area can be found in section AP-20.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City will be on pace to achieve the objectives listed in the 2016 Action Plan. Over the past two years, the Community Development Division has continued to implement and complete Housing Rehabilitation activities more and more efficiently. Much of the 2016 funding allocated, and therefore the projects designated for 2016 funding will carry into 2017. This has little to do with project delay and more to do with the fact that funding for a particular year is not made available for CDBG and HOME Programs until six-nine months into a Program Year. The City's Program Year begins on January 1st of each year, which is approximately six to nine months prior to when the actual funding is available. Because of limited and decreasing funding the City has and will continue to concentrate its activities and resources primarily in housing and housing related activities.

4. Summary of Citizen Participation Process and consultation process

Summary from the citizen participation section of plan.

Per the Citizen Participation Plan, the City advertised on September 23, 2016 an upcoming Public Hearing and Comment Period related to the creation of the 2017 Action Plan. The advertisement included a proposed allocation of funding, which was reviewed during the Public Hearing on October 10, 2016. In addition to the prescribed newspaper advertisement, the Community Development Division also notified known organizations (including CHDOs, subrecipients, housing organizations, various non-profits, and neighborhood representatives) by email of the upcoming Public Hearing and Comment Period.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Comments received included support for programs such increasing the down payment assistance amount and decreasing administration expenditures to make more money available for other activities and more assistance for properties located in the floodplain.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments were rejected.

7. Summary

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name	Department/Agency
Lead Agency		HATTIESBURG	
CDBG Administrator	HATTIESBURG		Fed & State Program/Community Development Division
HOME Administrator	HATTIESBURG		Fed & State Program/Community Development Division

Table 1 – Responsible Agencies

Narrative (optional)

The City of Hattiesburg's Department of Federal & State Programs, and more specifically, the Community Development Division, is responsible for preparing the Consolidated Plan, subsequent Annual Action Plans, and corresponding Consolidated Annual Performance & Evaluation Reports (CAPER). Community Development Division (CDD) staff organizes and administers the Citizen Participation process, including Public Notices, Public Hearings, and Public Comment Periods. CDD staff is also responsible for the design, implementation, administration, and monitoring of all related programs. Predictable funding includes CDBG and HOME program funding from the U.S. Department of Housing & Urban Development, and the CDD seeks out other funding sources that may complement community development efforts as they may become available. The city signed and executed an MOU with Pearl River Valley Opportunity and renewed its MOU with the South Central Community Action Agency, Inc. for Weatherization services for the homes that have been rehabilitated under the City's Residential Rehabilitation Program.

Consolidated Plan Public Contact Information

Citizens and community organizations with questions or comments related to the Consolidated Plan, Annual Action Plan, Consolidated Annual Performance & Evaluation Report, or any of the related programs should contact the City of Hattiesburg:

City of Hattiesburg
Community Development Division
P.O. Box 1898
Hattiesburg, MS 39403-1898

(601) 554-1006

Annual Action Plan
2017

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

During the creation of the 2013-2017 Consolidated Plan, numerous housing agencies, health organizations, and service agencies were consulted. Many of these organizations contributed answers to questionnaires, while others participated in special meetings. All input was taken into consideration in the creation of the 5-year plan, from which the 2013, the 2014, the 2015, 2016 were prepared and now the 2017 Action Plan. Additionally, these organizations are included in the notification list used by the City's Community Development Division to announce public comment opportunities, public hearings, and other beneficial information.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

As described above, the local Continuum of Care representatives are included in email notifications by the City and encouraged to participate in the planning process. Additionally, the City participates in the Pinebelt Coalition on Homelessness roundtable to stay informed on services and activities targeted toward homeless individuals and families. Input received at that time indicated that behind the housing priorities, the City's Community Development programs should focus on issues of homelessness, persons with disabilities, and people living with HIV/AIDS, and other special needs populations. In 2013 and 2014, the City was successful in directing resources toward such groups through Public Services activities – particularly addressing issues of homelessness and the risk of homelessness – and in 2015, with the re-establishment of the Disability Advocate position has ensured that those with disabilities will remain as a focal point. The City during the 2016 Program Year created a new position and hired a Homeless Coordinator to work directly with the Homeless Coalition and to give homeless veterans special assistance.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS.

The City has continued to play a supporting role as funding for the Continuum(s) of Care goes directly from the Mississippi Home Corporation and from ESG grant money to the grantee and sub-grantee organizations rather than through the City.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	R3SM, Inc.
	Agency/Group/Organization Type	Services - Housing Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Education Service-Fair Housing Other government - County Planning organization Services-Pre-purchasing Home Education Workshops Neighborhood Organization Private Sector Banking / Financing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency participated in Public Hearings and submitted written comments. The 2017 Action Plan includes both housing repair programs and Downpayment assistance projects, which the organizations suggested.
2	Agency/Group/Organization	Hattiesburg Area Habitat for Humanity
	Agency/Group/Organization Type	Community Neighborhood Organization

What section of the Plan was addressed by Consultation?	
	Economic Development Demolition
Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Group participated in Public Hearings and gave verbal comments. Questions/comments favored Down payment assistance and Rehabilitation grant amounts.

Identify any Agency Types not consulted and provide rationale for not consulting

No organizations were intentionally excluded. The consultation process during the development of the 2013-2017 Consolidated Plan was extensive, and those comments/suggestions are still under consideration, and the City did not believe that priorities would have shifted significantly in the one year since it was developed to warrant consulting all agencies again. Any agency could have participated in the Public Hearings or submitted comments during the Comment Period, but participation was minimal.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	MS United to End Homelessness or MUTEH	Our goal is the same as theirs. We both are working to end homelessness.
MS. PHA Region VIII -2016 Annual Action Plan	MS Regional Housing Authority # VIII	Both agencies seek to provide affordable housing and housing choice within the City and region.
Hattiesburg Public Housing Authority 5-Year Plan	Hattiesburg Public Housing Authority	Both agencies seek to provide affordable housing and housing choice within the City .

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

Annual Action Plan
2017

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Per the Citizen Participation Plan, the City advertised on September 23, 2016 an upcoming Public Hearing and Comment Period related to the creation of the 2017 Action Plan. The advertisement included a proposed allocation of funding, which was reviewed during the Public Hearing on October 10 2016. In addition to the prescribed newspaper advertisement, the Community Development Division also notified known organizations (including CHDOs, subrecipients, housing organizations, various non-profits, and neighborhood representatives) by mail or email of the upcoming Public Hearing and Comment Period.

Comments received included support for programs such as repair/rehab of housing, demolition of housing unsuitable for repair or rehabilitation, microenterprise assistance, as well as infrastructure improvement. Comments also included providing housing funding for technical assistance. Comments were made regarding increasing down payment assistance to \$20,000.00 per home; the setting aside of funding for down payment in flood zones, and why does the city spend twenty percent of its CDBG allocation on administration since our annual allocation is so small.

In reviewing the proposed allocation that was published in the advertisement, the comments received seem to support the proposal. Housing repair/rehabilitation was a common topic of interest as well as demolition of housing infeasible for repair. Needs expressed for infrastructure improvement funding for economic development will be considered in future years.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	The City advertised on September 23, 2016, opening a Public Comment Period and announcing a Public Hearing for October 10, 2016 for the purpose of inviting the public to comment on CDBG/HOME Programs and to receive any related input/suggestions/comments.			
2	Public Meeting	Non-targeted/broad community		No comments received.		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
3	Emailed letters to over 50 non-profit agencies. Mailed copies to	Non-targeted/broad community	The City advertised on August 28 and September 4, 2015, opening a Public Comment Period and announcing a Public Hearing for September 23, 2015 for the purpose of receiving input/suggestions/comments for the purpose of writing the 2016 Annual Action Plan for CDBG/HOME Programs.	Comments received included support for programs such as demolition of housing unsuitable for repair or rehabilitation, the creation of jobs in low/moderate income areas with Microenterprise Assistance, technical assistance for non-profits to build capacity and offer counseling services, as well as infrastructure activities to create jobs and housing for low/moderate income families.		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
4	Public Meeting	Non-targeted/broad community	Public Hearing on October 10, 2016. Five people attended in addition to City Staff - representing various non-profits as well as citizens.	No comments were received.		

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c) (1, 2)

Introduction

Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	507,809.00	0	497,253	1,005,062.00	809,288	The amount expected for the remainder of the Con Plan is the \$507,809.00 plus the \$301,749.00 remaining to commit from the 2016 allocation..

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1			Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	212,951.00	0	217,807	430,758.00	The amount expected for the remainder of the Con Plan is the \$212,951.00 plus \$160,279.63 from previous years allocations..

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City hopes to continue its partnerships through groups such as the MUTEH and the Pinebelt Coalition on Homelessness in a concerted effort to strategically address problems and mutual concerns. As in the past, the City values these and other such partnerships as community partners bringing differing resources to the table - funding, volunteers, services, etc. - for mutual benefit. As stated earlier, the City has hired a Homeless Coordinator to work directly the Pinebelt Coalition to address homeless issues, with a special emphasis on veterans and the chronic homeless population. The City will also continue to seek out funding opportunities such as those available for housing activities through the Federal Home Loan Bank, the Mississippi Home Corporation, and funding opportunities such as those generously provided in recent years by the Salvation Army. The City's re-established Disability Advocate position, funded as a CDBG Public Service, will continue to provide an additional resource and point of contact within the community in order to serve and improve the quality of life of citizens with various special needs. Regarding

matching requirements, the City of Hattiesburg does not have a local HOME matching requirement.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City has recently utilized its mapping capabilities to identify City and State owned property throughout the City of Hattiesburg. These properties are reviewed periodically when need arises for particular projects, and the City intends to continue this approach of utilizing property already in its inventory (when appropriate) before seeking property to purchase. However, given the priorities for 2017, it is unlikely that these properties will be utilized for this purpose unless it involves transfer of property to a non-profit partner for mutually agreeable community development purposes.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Programs (including Affordable Housing)	2013	2017	Affordable Housing		Housing Rehabilitation Emergency Repair Rental Rehabilitation	CDBG: \$391,248.00 HOME: \$109,713.00	Rental units rehabilitated: 1 Household Housing Unit Homeowner Housing Rehabilitated: 9 Household Housing Unit
3	Public Services	2013	2017	Homeless Non-Homeless Special Needs Non-Housing Community Development		Public Services Housing - Special Needs and/or Homeless	CDBG: \$15,000	Public service activities other than Low/Moderate Income Housing Benefit: 50 Persons Assisted Homelessness Prevention: 20 Persons Assisted
5	Down Payment Assistance	2013	2017	Affordable Housing		Down Payment Assistance Acquisition	HOME: \$50,000	Direct Financial Assistance to Homebuyers: 37Households Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Housing Programs (including Affordable Housing)
	Goal Description	The 2017 goals for Housing Programs, based on a funding estimate would allow the City to complete 8 "Rehabilitations," which assumes six (6) CDBG-funded homeowner-occupied substantial rehabilitations, two (2) HOME-funded homeowner-occupied rehabilitation activities and completion of one (1) HOME-funded CHDO project - herein assumed to be a Rental Rehabilitation. However, the type of CHDO Project undertaken will depend on the type of project submitted in an RFP for CHDO proposals. CHDO proposals may also include new affordable home construction for sale to LMI buyers, or may include acquisition rehab for sale or rent, or may include new construction for affordable rental. Based on the still-slow low-income housing market as it pertains to home sales, we believe that a rental activity of some kind is most likely.
3	Goal Name	Public Services
	Goal Description	Through the Disability Advocate position, the Community Development Division is better equipped to serve households and individuals in the City that face physical disabilities and other special needs. This position will provide appropriate referral services to individuals based on their unique circumstance and need, and will continuously coordinate with community referral sources to maintain the City's network with such service providers. Likewise, the Disability Advocate will stay abreast of services available to those facing homelessness and will maintain relationships with appropriate service organizations in the community in order to make effective referrals in that regard and to become a party to the planning for the area's continuum of care.
5	Goal Name	Down Payment Assistance
	Goal Description	The City estimates that three to five households will benefit from the 2017 allocation of HOME funding. If any of the beneficiaries are not eligible for the full award amount, additional households may benefit from the program.

Table 7 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

The activities listed for 2017 funding include the creation of only one (1) affordable housing unit, to be developed by a CHDO, which will likely be rented (if the RFP process results in a rental activity) to a low-income household. A minimum of three (3) households is expected to benefit from the Downpayment Assistance Program (DPA), but actual accomplishment may be higher if all applicants are not awarded the maximum

Annual Action Plan

2017

19

amount. Although it can only be estimated, income levels of the 3 DPA recipients are expected to be one (1) low-income and two (2) moderate-income, but will depend on actual applicants. Other activities, such as the Full Rehabilitation and Emergency Repair programs for LMI Homeowners will make housing affordable in the sense that improvements will be made that the household otherwise would not have been able to afford. Counting such rehab and repair activities, an additional 10 households will be served in this manner. Of those 10 households, we can only estimate income levels, but will anticipate that 4 will likely be extremely low-income, 3 will be low-income, and 3 will be moderate-income. It should be noted that of these thirteen (13) total households mentioned, six (6) (including the CHDO development, the DPA program, and two Housing Rehabilitations) are HOME-funded. Others (7 Housing Repair/Rehabilitations) are CDBG-funded.

The Disability Advocate position – a CDBG Public Service – which will serve an estimated 50 households where one or more household members face physical disabilities or other special needs. HUD allows for the presumption that such households be considered low-income for reporting purposes. The 2017 Action plan does not include the Microenterprise Assistance Program, which can serve either LMI business owners or business owners for the purpose of creating jobs available to LMI individuals. However, allocations from previous will be used should there be any interest be shown by eligible applicants. Although the actual result will depend on applications received and awarded, it is estimated that this will benefit 3 moderate-income individuals.

AP-35 Projects – 91.220(d)

Introduction

The following is a listing of projects that the City of Hattiesburg proposes to undertake using CDBG and HOME funds anticipated for 2015.

#	Project Name
1	CDBG Administration
2	CDBG Housing Programs
3	CDBG Public Service
4	HOME Administration
5	HOME Housing Programs
6	HOME Downpayment Assistance

Table 8 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation of funding is in keeping with the priority needs identified in the Consolidated Plan and with citizen input during the Action Plan adoption process. Housing issues - rehabilitation, code compliance, affordability - being the greatest priority identified, it is allocated the greatest amount of funding.

HOME Housing Program includes the Housing Rehabilitation program, Tenant Based Rental Assistance. Affordable Housing activities, CHDO activities, and other priorities mentioned within the Consolidated Plan should resources and need arise. Planned activities include housing rehabilitation, and the addition of one (1) homeowner housing unit (which may be substituted as an activity for the acquisition/rehab for resale to homeowner).

Projects

AP-38 Projects Summary Project Summary Information

Table 9 – Project Summary

1	Project Name	CDBG Administration
	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing) Down Payment Assistance
	Needs Addressed	Housing Rehabilitation Emergency Repair Demolition Down Payment Assistance Acquisition Public Facility Improvement Infrastructure Public Services Housing - Special Needs and/or Homeless Microenterprise Assistance Commercial Rehab - Facade Improvement Rental Rehabilitation Economic Development - Neighborhoods TBRA Urgent Needs

		Funding	CDBG: \$101,561.00
		Description	Administrative Support for Community Development efforts.
		Target Date	12/31/2017
		Estimate the number and type of families that will benefit from the proposed activities	N/A
		Location Description	Citywide
		Planned Activities	CDBG Administration supports all areas of CDBG programs, but goals for individual program areas are captured in the Project Summary for each individual program area (rather than being duplicated under the Administration Project).
2		Project Name	CDBG Housing Programs
		Target Area	
		Goals Supported	Housing Programs (including Affordable Housing) Down Payment Assistance
		Needs Addressed	Housing Rehabilitation Emergency Repair Down Payment Assistance Housing - Special Needs and/or Homeless Rental Rehabilitation
		Funding	CDBG: \$391,248.00
		Description	Project includes substantial rehabilitation (full rehab), emergency repair, and project delivery for housing activities.
		Target Date	12/31/2017

	Estimate the number and type of families that will benefit from the proposed activities	Eight low mod households.
	Location Description	Citywide.
	Planned Activities	Planned activities include substantial rehabilitation eight (8) . Activity also includes the project delivery of those activities as well as demolition, and HOME-funded housing activities, but rather than duplicate goals, demolition goals, and goals of HOME-funded housing activities will be tabulated in Project Summaries for their respective projects.
3	Project Name	CDBG Public Service
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services Housing - Special Needs and/or Homeless
	Funding	CDBG: \$15,000
	Description	A Disability Advocate position will better serve households and individuals in Hattiesburg that face physical disabilities, homelessness, and other special needs - through appropriate referrals to service organizations.
	Target Date	12/31/2017
	Estimate the number and type of families that will benefit from the proposed activities	Twenty low mod households.
	Location Description	Citywide.
	Planned Activities	Referral Services to benefit households and individuals facing physical disabilities, special needs, and/or homelessness.

4	Project Name	HOME Administration
	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing) Down Payment Assistance
	Needs Addressed	Housing Rehabilitation Down Payment Assistance Acquisition Rental Rehabilitation TBRA
	Funding	HOME: \$21,295.00
	Description	Administrative support for HOME-funded community development activities.
	Target Date	12/31/2017
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	HOME Administration supports all areas of HOME programs, but goals for individual program areas are captured in the Project Summary for each individual program area (rather than being duplicated under the Administration Project).
5	Project Name	HOME Housing Programs
	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing)

Needs Addressed		Housing Rehabilitation Acquisition Rental Rehabilitation TBRA
Funding		HOME: \$109,713.00
Description		Program includes the Housing Rehabilitation program, Affordable Housing activities, CHDO activities, and others priorities mentioned within the Consolidated Plan should resources and need arise.
Target Date		12/31/2017
Estimate the number and type of families that will benefit from the proposed activities		Two low -mod households.
Location Description		Citywide.
Planned Activities		Planned activities include housing rehabilitation, and the addition of one homeowner housing unit by a CHDO.
6 Project Name		HOME Downpayment Assistance
Target Area		
Goals Supported		Down Payment Assistance
Needs Addressed		Down Payment Assistance
Funding		HOME: \$50,000
Description		Program involves financial support to low- to moderate-income first time homebuyers for downpayment and closing costs.
Target Date		12/31/2017

Estimate the number and type of families that will benefit from the proposed activities	5-7 low mod households.
Location Description	Citywide.
Planned Activities	Provide downpayment and closing cost assistance to low- to moderate-income first-time homebuyers, including both private buyers and those that may be buying houses developed through CHDO agreements.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

None of the activities proposed for the 2017 Action Plan are directed geographically, meaning that there is not a prescribed area in which these activities are required to take place – as long as they take place within, and serve LMI beneficiaries within, the city limits of the City of Hattiesburg. Housing Rehabilitation, Emergency Repair, other Affordable Housing activities, and Public Services are allowable Citywide. However, these activities have historically taken place in areas of low-income and minority concentration. Such areas include the greater portion of Wards 2, 4, and 5, which are better identified by U.S. Census tracts 001, 002, 003, 004, 005, 006, 011, and 105.

Geographic Distribution

Target Area	Percentage of Funds

Table 10 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

No activity/priority is geographically driven in the 2017 Action Plan. It is possible that procedures may change in the future regarding the approach taken to address housing rehabilitation, which could allow for a geographic focus. Such a focus would be based on findings of concentrations of need in low-income areas and/or based on a concerted effort by the City and/or partner agencies to create an impact on a particular neighborhood or area, but at the present time, there is no such policy dictating such action, and any action to that effect taken by any of the City's subrecipients is at their own discretion as long as it does not conflict with any HUD regulation or City policy to the contrary.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	4
Non-Homeless	8
Special-Needs	0
Total	12

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	4
The Production of New Units	0
Rehab of Existing Units	8
Acquisition of Existing Units	0
Total	12

Table 12 - One Year Goals for Affordable Housing by Support Type

Discussion

The figures provided above are taken from the total goals from all activities/projects anticipated within the 2017 Action Plan with the exception of Administrative activities and Demolition activities. To a certain degree, the goals for each category of household or housing project type are simply estimates, because they will vary depending on the type of households that apply for downpayment assistance or for any housing developed by CHDOs. The numbers above are a tabulation of each type as listed in the goals outlined earlier in the Action Plan. The number of households supported include among Non-homeless those households anticipated to benefit from all housing-related activities , eight (8) Rehab of Existing Units .

AP-60 Public Housing – 91.220(h)

Introduction

The Hattiesburg Housing Authority manages 296 Public Housing units in the City of Hattiesburg.

Actions planned during the next year to address the needs to public housing

The City of Hattiesburg stands ready to support the Hattiesburg Housing Authority in any way possible, particularly as the HHA seeks to replace many of its older units in the coming years.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority will continue to host monthly resident meetings at each of its developments to engage its residents. Guest speakers will be scheduled as appropriate to bring residents valuable information related to the City, the schools, civic service agencies, or others as may be pertinent. The HHA will also continue to host National Night Out Against Crime events as an opportunity to engage residents.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Hattiesburg actively participates in meetings of the Pinebelt Coalition on Homelessness and supports the efforts of individual organizations whose mission is to serve homeless populations. The City intends to continue this collaboration in 2017, and will continue to serve the homeless community by way of funding the acquisition and rehabilitation of a multi-unit facility to benefit chronically homeless individuals (with prior year funding). The City also intends to support similar agencies in attaining funding for additional emergency and transitional shelter. Additionally, the 2017 Plan includes the expansion of the role of the Disability Advocate position, which serves as an informational resource for households and individuals facing physical disabilities, other special needs, and homelessness concerns. The Disability Advocate will provide appropriate referrals for individuals and will maintain a network and dialogue with agencies such as those mentioned above, and will be an active participant in the planning process for the area's continuum of care.

Addressing the emergency shelter and transitional housing needs of homeless persons

As previously stated, the City intends to continue its collaboration with organizations whose missions include services and housing for homeless persons. The City will support these agencies in competing for and attaining funding for additional emergency and transitional shelter, and may, as funding allows, consider opportunities to support new sustainable programs for emergency and/or transitional housing. Additionally, the re-established Disability Advocate position will continue to play a role in providing appropriate referrals for individuals and households facing emergency shelter and transitional housing needs.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Hattiesburg's partner agencies in the field of homelessness and special clients are well

organized and maintain close working relationships via the Pinebelt Coalition on Homelessness. The City also facilitates a Housing Roundtable an organization focused on a variety of housing concerns in Hattiesburg. Though the two coalitions differ somewhat in purpose, there is a great deal of overlap in both subject matter and membership. The City's intended (continued) support of the agencies within both groups are an opportunity to address transition to independent living, affordable housing, and ensuring appropriate case management, as the organizations have already proven capable of doing. The City's Disability Advocate participates with both groups in an effort to ensure that the City is abreast of the services and resources available throughout the community.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City continues to support financial literacy programs, utility assistance programs, and job/skills training programs with CDBG technical assistance. Forrest General Hospital has a process for identifying homeless persons and persons with substance abuse problems that may require certain case management or supportive service resources, and there is a well-organized process by which people are referred to appropriate agencies that may be able to assist. The Disability Advocate also serves to keep the City abreast of the services and resources available throughout the community, and to make appropriate referrals to individuals seeking assistance. The City will continue its partnership with 13 local financial institutions/banks and 10 non-profit agencies to form Bank-On Hattiesburg. The collaborative will continue to provide services to un-banked and under-banked residents of the City as well as Financial Literacy Education and programs.

Discussion

One year goals for the number of households to be provided housing through the use of HOPWA for:
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family
Tenant-based rental assistance
Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds
Total

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

Hattiesburg has historically supported efforts to meet housing needs of its citizens and has been proactive in the provision of housing to its low- and moderate-income residents. In the 1938-1939 timeframe, the City created one of the first housing authorities in the State of Mississippi. The City supported the creation of the Mississippi Regional Housing Authority No. VIII and its efforts to bring Section 8 assistance to City residents. The Official Zoning Ordinance and Subdivision Regulations make provisions for affordable housing and provide protection to citizens by ensuring proper land use and high quality residential land development

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City's zoning ordinance and related regulations are conducive to affordable housing development. As public policies are concerned, the only notable barrier to affordable housing has to do with development in flood zones where FEMA regulations create limitations on the value/cost of rehabilitation that can take place on existing structures. Historically, new affordable housing has not been created in flood zones when using CDBG or HOME funds because of the challenges of meeting the development requirements. The City will make it known to partner agencies and CHDOs that such new developments are possible given compliance with certain development and insurance requirements

Discussion

The City continues to implement housing rehabilitation programs to upgrade owner-occupied housing. Through its CHDOs, the City of Hattiesburg is supporting affordable housing initiatives providing for the construction of new affordable housing and homebuyer down-payment assistance programs. These activities serve to reduce affordable housing barriers. The City has also partnered with service providers in areas of adult financial literacy, jobs training, and employability skills training - all of which address barriers individuals may have in attaining affordable housing. Additionally, the City's Disability Advocate is aware of housing programs in the area (and operated by the Community Development Division) and is able to make appropriate referrals for those facing various obstacles. The Disability Advocate also focuses on Fair Housing issues and is an educational resource on the subject and will continue to assist individuals who believe their rights may have been violated in terms of Fair Housing choice. The City of Hattiesburg was one of the units of local government that was selected by MDA to be a co-applicant for HUD's National Disaster Resiliency Competition grant application.</p>

AP-85 Other Actions – 91.220(k)

Introduction

Actions planned to address obstacles to meeting underserved needs

Several of the City of Hattiesburg's CDBG and HOME funded activities seek to address underserved needs by way of affordable housing, housing rehabilitation, and assistance to non-profit organizations with such missions, among others. The City will continue these efforts in the coming years, and will also continue work in areas of obstacles pertaining to affordable housing. The re-established Disability Advocate position will ensure that households and individuals facing physical disabilities, other special needs, and/or homelessness will have an additional resource and subject matter expert for information, support, and referrals.

Actions planned to foster and maintain affordable housing

The City, having updated its Analysis of Impediments to Fair Housing Choice in 2012, has identified particular challenging areas related to affordable housing and housing choice. In this planning period, the City will continue to promote its Down Payment Assistance Program available, will continue to work with the Bank On Hattiesburg Program, and will continue to address code compliance in an effort to continue improving housing stock. Additionally, the Disability Advocate will ensure that there is continued attention to the issue of Fair Housing education in Hattiesburg.

Actions planned to reduce lead-based paint hazards

The City's ongoing Housing Rehabilitation, Emergency Repair, and other housing activities, the City and its partners comply with 24 CFR Part 35, which often requires lead-based paint abatement. These activities will be continued in 2017 along with the potential for addressing LBP hazards in housing as a stand-alone activity.

Actions planned to reduce the number of poverty-level families

The City will continue to support non-profits and public efforts to improve adult financial literacy, and will continue its relationship with Bank On Hattiesburg in an effort to address the high number of households in the area that are either un-banked or under-banked and may rely on predatory lenders and other nontraditional financial institutions. The City has unveiled a Financial Literacy program to provide financial education to all age groups and segments of the Hattiesburg population.

Actions planned to develop institutional structure

<p align="LEFT">The City plans to continue facilitating the Housing Roundtable, participating in the The

The City plans to continue facilitating the Housing Roundtable and its participation in and with the Pinebelt Coalition on Homelessness, and participating with other similar organizations as the opportunity arises. The City will also continue to support agencies in the area as they may have opportunities to compete for grants that serve the needs identified in the City's Consolidated Plan or other opportunities that are of a community benefit. The Disability Advocate has become an additional participant with these groups and will also continue to seek out community resources that contribute to the institutional structure - particularly in terms of fair housing and serving the disabled and/or homeless in the community.

Actions planned to enhance coordination between public and private housing and social service agencies

As stated previously, the City will continue to participate with the Housing Roundtable and the Pinebelt Coalition on Homelessness, and will continue to encourage agencies that have a mutual interest to participate as well.

Discussion

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction

For purposes of #2 under "Other CDBG Requirements," 2017 is the year hereby specified to be covered by this Action Plan.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

- | | |
|--|----------|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| Total Program Income: | 0 |

Other CDBG Requirements

- | | |
|---|--------|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 90.00% |

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City of Hattiesburg is not required to provide a local match to the HOME funding allocated to eligible activities. However, the City does seek out other public and private grants from time-to-time to complement its Community Development efforts. All activities/investments undertaken in whole or in part with HOME funding will comply with 24 CFR Part 92.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The City of Hattiesburg will primarily use the recapture option, which would secure the amount of HOME funds in the project (i.e. homebuyer assistance) by a silent second mortgage and promissory note. Therefore, if an assisted homebuyer sells the home during the applicable period of affordability, the City shall recover HOME funds from the net proceeds of sale, as specified in CFR 92.254(a)(5)(ii). Recapture of HOME funds will be handled as follows: First, the amount of HOME assistance covered under the mortgage and promissory note will be reduced pro rata for each complete month the homebuyer has owned and occupied the house; the resulting amount will be due if the sale of the house results in net proceeds sufficient to cover it. If the net proceeds will not cover the full amount due, the recaptured amount will be equal to the net proceeds. In cases where there are no net proceeds to recapture, the resale provision must be used.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

In principle, the same guidelines will be followed as are described in #2 above. Of note should be the clarification that in cases that involve direct financial assistance (downpayment assistance and/or the amount a property is sold less than its value), the amount of the direct assistance will be used in determining the affordability period.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City of Hattiesburg has no such plans to refinance the existing debt of any such property. Should plans arise for such an activity, plans and guidelines will be established, and the Consolidated/Action Plan would be amended accordingly following the existing Citizen Participation Plan.

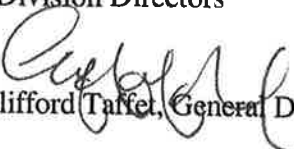


U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF THE ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

MAY 10 2017

MEMORANDUM FOR: All Community Planning and Development Field Office
Division Directors

FROM: 
Clifford Taffet, General Deputy Assistant Secretary, D

SUBJECT: Waiver of 24 CFR 91.105(b)(4) and 24 CFR 91.115(b)(4)
for FY 2017 Action Plans for Community Planning and
Development Program Funds

With the enactment of a FY 2017 appropriations act, HUD is issuing revised procedures to govern the submission and review of action plans for FY 2017 funding. Pursuant to Community Planning and Development (CPD) Notice 16-18, any grantee with a program year start date prior to, or up to 60 days after, the Department's announcement of the FY 2017 formula program funding allocations was advised not to submit its consolidated plan or action plan until the FY 2017 formula allocations have been announced. Given the delay in the enactment of HUD's annual appropriations, implementation of this policy for FY 2017 may have negative consequences for CPD formula grantees: Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), Emergency Solutions Grant (ESG) and Housing Opportunities for Persons with AIDS (HOPWA) grantees. Under 24 CFR 91.15(a)(2), HUD cannot accept a submission later than August 16, 2017. If HUD does not receive a consolidated plan or action plan by August 16, 2017, a grantee automatically loses its FY 2017 CDBG funding.

Section 104(a)(2) of the Housing and Community Development Act of 1974, as amended (the Act), requires that grantees implement a citizen participation process as a prelude to the allocation and expenditure of funds. A grantee's citizen participation plan and proposed allocation of funds to eligible activities are components of its consolidated plan required pursuant to 24 CFR Part 91. The regulations at 24 CFR 91.105 and 91.115 describe the standards for citizen participation plans applicable to the programs administered by the Office of Community Planning and Development. Of immediate concern are the provisions in 24 CFR 91.105(a)(4) and 91.115(a)(4) requiring that grantees provide a period of not less than 30 days during which affected citizens may review and comment on the FY 2017 consolidated plan or action plan prior to its implementation. The timing of the enactment of the FY 2017 appropriations act leaves insufficient time for grantees to complete the pre-submission or pre-amendment citizen participation publication and comment process before the August 16, 2017, deadline.

While grantees must still provide citizens with a public comment period, the Department can provide significant relief from the 30-day minimum public comment standard in 24 CFR 91.105(a)(4) and 91.115(a)(4). Rather than a 30-day public comment period, HUD has determined that a minimum 14 calendar day public comment period is acceptable under the circumstances. Given the delay in appropriations, and the need for HUD to award funds so that grantees may begin to address their housing and community development needs, I hereby find that there is good cause pursuant to 24 CFR 91.600 to waive the 30-day public comment standard in 24 CFR 91.105(b)(4) and 24 CFR 91.115(b)(4) and institute a minimum 14 calendar day comment period. This waiver ensures grantees do not lose their FY 2017 funding, while also affording citizens a meaningful public comment period.

Any affected grantee taking advantage of this waiver must document in writing the conditions for the need to utilize this waiver and must maintain such documentation for HUD's review. This waiver authority is in effect until August 16, 2017.



City of Hattiesburg, MS

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

FILE NUMBER: 2017-528

MEETING DATE: 07/05/2017

MINUTE BOOK NUMBER:

Brief Title: Authorize Mayor to execute agreement with Conduent

Title: Authorize Mayor to execute agreement with Conduent Government Systems, LLC for technology hosting and support services for the Hattiesburg Fire Department.

Type: Action Item

Drafter: Kermas Eaton

In Control: City Council

Reference:

Attachments: Conduent Agreement

File Created: 06/28/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

Application Hosting and Technology Support Services

Conduent Government Systems, LLC
Hattiesburg Fire Department, MS

This agreement for application hosting and technology systems and services ("Agreement") is entered into by and between **Conduent Government Systems, LLC**, 12410 Milestone Center Drive, Germantown, MD 20876 ("Conduent") and **Hattiesburg Fire Department**, a government entity in the state of Mississippi, P.O. Box 1898, Hattiesburg, MS 39403 ("Client"). Conduent and Client (each individually a "party" and collectively the "parties") agree as follows:

1. **SERVICES** Conduent will provide information technology hosting and support services for Client, including all necessary application software, personnel, materials, equipment, and tools ("Services") as set forth in Schedule A (Statement of Work), which is attached to and incorporated in this Agreement. Additional information technology support services may be obtained by Client under an Amendment to this Agreement, in accordance with the provisions of Section 6 (Supplemental Services) of this Agreement.
2. **TERM** This Agreement is effective on July 1, 2017 ("Effective Date"), and will continue for a period of one (1) month through July 31, 2017, unless otherwise extended or terminated by the parties, in accordance with the provisions of this Agreement ("Term").
3. **PAYMENT** Client agrees to pay Conduent for the Services in accordance with the payment provisions set forth in Schedule A. Conduent will submit an invoice to Client for each payment due, and Client agrees to pay each invoice within thirty ⁴⁵~~30~~ calendar days after receipt of the invoice.
4. **EXPENSES** Specific types of expenses that will be reimbursed by Client are listed in Schedule A. Conduent will bear sole responsibility for all other expenses incurred in connection with the delivery of the System and performance of the Services. Expenses will be listed in each invoice. Upon request, Conduent will provide receipts or other reasonable documentation.
5. **TAXES** If Client is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the Client under this Agreement. Conduent may be considered a limited agent of the Client for the sole purpose of purchasing goods or services on behalf of the Client without payment of taxes from which Client is exempt. If Conduent is required to pay taxes by determination of a proper taxing authority having jurisdiction over the products or services provided under this Agreement, Client agrees to reimburse Conduent for payment of those taxes.
6. **SUPPLEMENTAL SERVICES** Information technology support services that are not included in the Statement of Work set forth in Schedule A may be provided to Client by Conduent through an amendment this Agreement. Conduent will assist Client to define, document, and quantify the additional services in a proposed amendment to this Agreement and modification of Schedule A (including all changes in scope and applicable payment terms) that will be prepared by Conduent and submitted to Client for review and approval. Client will be responsible for timely approval of the proposed changes to Schedule A and execution of an Amendment to this Agreement.

7. **CONFIDENTIALITY** With respect to information relating to Client business that is confidential and clearly designated as or known by Conduent to be confidential or proprietary ("Client Confidential Information"), Conduent will instruct Conduent personnel to keep that information confidential by using the same degree of care and discretion that is used with similar Conduent information that Conduent regards as confidential. Conduent is not required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by Conduent in the course of providing the Services.
8. **CONDUENT PROPRIETARY INFORMATION** Client agrees that Conduent methodologies, tools, ideas, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by Conduent, which may be disclosed to the Client, are confidential and proprietary information ("Conduent Confidential Information"). With respect to Conduent Confidential Information, the Client agrees keep that information confidential by using the same degree of care and discretion that it uses with similar Client information that Client regards as confidential, but in any event no less than a reasonable degree of care.
9. **CONFIDENTIALITY EXCLUSIONS** Neither party is required to keep confidential any information that: (a) is or becomes publicly available; (b) is already lawfully possessed by the disclosing party; (c) is independently developed by the disclosing party outside the scope of this Agreement and without any reliance on the confidential information of the other party; or (d) is rightfully obtained by the disclosing party from third parties.
10. **USE OF CONFIDENTIAL INFORMATION** Conduent and Client agree to use confidential information only for the purposes of this Agreement and on a strictly need-to-know basis, and each party agrees not to disclose confidential information to any third party (other than to the employees of the other party, Conduent subcontractors, permitted consultants engaged by the Client, or as otherwise explicitly allowed under this Agreement) without the prior written consent of the other party.
11. **SYSTEM OWNERSHIP AND USE RIGHTS** The information technology and hosting provided by Conduent under this Agreement includes technical information, software programs for computers or other apparatus, designs, specifications, drawings, records, documentation, reports, materials, concepts, plans, inventions, data, discoveries or adaptations, creative works, trade names or trademarks, and works of authorship or other creative works (written, oral, or otherwise expressed) that are delivered to Client or developed, conceived, or acquired by Conduent, Conduent employees, or by the authorized agents or subcontractors of Conduent as a part of the Services, including derivative works (individually and collectively "Conduent Intellectual Property"). Conduent warrants that the Services do not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation, or ordinance.

Client understands and agrees that all Conduent Intellectual Property (including all software upgrades, modifications, and customizations) provided under this Agreement will at all times remain the property of Conduent. The Services are not considered a "work for hire" under United States copyright laws or other intellectual property laws, and all rights, title, and interest in Conduent Intellectual Property vest solely in Conduent. Client warrants that use of the Services by Client and all Client data does not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation, or ordinance. The provisions of this Section shall survive termination of this Agreement.

- 12. DATA BACKUP** Prior to Conduent providing the Services, Client agrees to prepare and safeguard back-up copies of all data that will be used in connection with the Services. Thereafter during the Term, Conduent will be responsible for making periodic back-up copies of Client data and storing those back-up copies at a secure location. Under no circumstances will Conduent be responsible for loss or damage to Client data. If Conduent is unable to recover any or all lost or corrupted data, the responsibility and liability of Conduent for the loss of Client data will be limited to restoring the data to the last provided daily back-up. The parties understand and agree that under no circumstances will Conduent be liable for monetary damages or set-off for loss of Client data or software loss of any Client data. Except to the extent specifically provided in this Section as part of the Services, Client will be responsible for the integrity and content of Client-provided data for use in connection with the Services.

Conduent exercises no control over, and accepts no responsibility for, the content of the information passing through Conduent host computers, servers, network hubs and points of presence, or the Internet. As a convenience for Client, Conduent agrees to perform regular daily backup of all Client data. Conduent will use reasonable efforts to recover any lost or corrupted data resulting from the negligence of Conduent. If Conduent is unable to recover lost or corrupted data, the responsibility and liability of Conduent for the loss of Client data will be limited to restoring the data to the last required daily back up. In addition, Conduent and its suppliers are not liable for any temporary delay, outages, or interruptions of the Services.

- 13. OWNERSHIP, USE, AND RETURN OF CLIENT DATA** All information, records, documents, files, data, and other items relating to the business of Client (including data created or acquired by use of the Services), whether prepared by Client or Conduent or otherwise coming into the possession of Conduent in connection with performing the Services or otherwise during the term of this Agreement will remain the exclusive property of Client. Client may duplicate on electronic media the data entered into the System. Client retains ownership of all data created by the use of the System. Any requirement for data conversion, if any, is set forth as a specific requirement as part of the Services set forth in Schedule A. Archival tapes containing any Client data will be used by Conduent solely for back-up purposes. Any conversion of data for porting to other applications is not included in the Services under this Agreement.

- 14. LIMITED LICENSE AND SOFTWARE WARRANTY** Conduent grants Client a limited, non-exclusive, non-transferable, revocable license throughout the Term to perform, display, transmit, participate in the transfer of Client data, and otherwise use the Conduent applications provided as part of the Services solely for the internal operations of Client, and only during the Term of the Agreement. Client will have no residual rights to the Conduent applications beyond the Term of this Agreement. Client grants Conduent the right to maintain administrative access to the Client data during the Term for purposes of performing this Agreement. Conduent represents and warrants that Conduent possesses all rights necessary to effectuate the license set forth in this Section.

The license granted under this Section does not include the right to grant sublicenses for the Conduent applications to any third party, including other persons, agencies, or other governmental entities that are not parties to this Agreement unless specifically set forth in Schedule A. Client and its employees and agents will not cause or permit reverse engineering of all or any portion of the Conduent applications; will not distribute, disclose, loan, market, rent, lease, or otherwise transfer to any third party any portion of the Conduent applications without prior written authorization by Conduent; and will not export any Conduent software applications in violation of federal export laws or regulations. The provisions of this Section shall survive termination of this Agreement.

- 15. THIRD PARTY HARDWARE AND SOFTWARE** Any hardware and third-party software components provided by Conduent as part of the Services are listed in Schedule A. Rights to commercial off-the-shelf software or any other hardware or software provided by third-party software vendors are subject to the provisions of the software licenses provided by those third-party software vendors, and Client understands and agrees that acceptance and use of this hardware and third-party software will be deemed acceptance of the terms and conditions of the licenses. Client further agrees to use the third party software in accordance with the terms of those licenses. For “shrink wrap” or “click-wrap” software, Client authorizes Conduent to accept the terms of each license on behalf of the Client when the software is installed.

To the maximum extent allowable by each third-party commercial hardware and software vendor, Client is entitled to all standard manufacturers warranties, guarantees, or exchange policies for defective items, which are offered by the third-party hardware and commercial off-the-shelf software manufacturers and vendors for items furnished under this Agreement. Conduent explicitly disclaims all warranties of merchantability and fitness for a particular purpose of third-party hardware and software. Conduent makes no other express or implied warranties whatsoever with regard to any items or components of third-party hardware or commercial off-the-shelf software.

- 16. INSURANCE AND RISK OF LOSS** If Conduent performs any of the Services on Client premises, Conduent agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, Conduent will provide evidence of coverage on a standard ACORD form certificate of insurance. As of the Effective Date, each party will be responsible for risk of loss of, and damage to, any equipment, software, or other materials in its possession or under its control.

- 17. WARRANTIES** Conduent warrants that all services will be provided in a good and workmanlike manner and in accordance with generally applicable industry standards. Conduent does not warrant uninterrupted or error-free operation of hosting service.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CONDUENT DOES NOT MAKE AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

- 18. INDEMNIFICATION** Conduent will indemnify and hold harmless the Client and all of its officers, agents, and employees from and against:

- (a) Any third party claim brought against Client relating to the death or bodily injury, or the damage, loss or destruction of real or tangible personal property, to the extent caused by the tortious acts or omissions of Conduent, its employees, contractors, or agents in connection with the performance of the Services. Conduent will have a right of contribution from Client with respect to any claim to the extent Client is responsible for contributing to the alleged injury.
- (b) Any third party claim brought against Client relating to the willful or fraudulent misconduct of Conduent, its employees, contractors, or agents in connection with the performance of the Services;
- (c) Any third party claim brought against Client relating to an actual infringement of any United States patent, copyright, or any actual trade secret disclosure, by Conduent, its employees, subcontractors, or agents in connection with the performance of the Services.

19. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY ANTICIPATORY OR LOST PROFIT, LOST REVENUE, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND (COLLECTIVELY "NON-DIRECT DAMAGES") RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATIONS OF THAT PARTY UNDER THIS AGREEMENT EVEN IF THOSE NON-DIRECT DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE; OR EVEN IF UNDER APPLICABLE LAW THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES.

CONDUENT WILL NOT BE LIABLE FOR ANY FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS FROM THE SYSTEM OR SERVICES PROVIDED UNDER THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT CONDUENT HAS SET THE PRICING AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THESE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTY AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THESE LIMITATIONS AND DISCLAIMERS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

THE TOTAL CUMULATIVE, AGGREGATE LIABILITY OF CONDUENT TO CLIENT FOR ANY AND ALL ACTIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID TO CONDUENT FOR SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE CONDUENT IS NOTIFIED BY CLIENT OF ANY CLAIM.

20. RELATIONSHIP OF THE PARTIES This Agreement does not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. Conduent and Client are independent parties, and neither party may act as an agent for or partner of the other for any purpose except for the limited purposes specifically provided in this Agreement. Nothing in this Agreement grants to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. Conduent is not restricted from performing services for others and is not bound to Client except as provided under this Agreement.

21. TERMINATION FOR BREACH OR DEFAULT BY CONDUENT If Conduent materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other longer period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Client may terminate this Agreement. Termination by Client will be effective upon delivery of final payment to Conduent of all sums due under this Agreement to the effective date of termination. Client agrees to discontinue use of all hardware, software, and other Conduent-owned materials no later than the effective date of termination and return the hardware, software, and other Conduent-owned materials to Conduent within thirty (30) calendar days after termination.

22. TERMINATION FOR BREACH OR DEFAULT BY CLIENT If Client materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in

this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Conduent may terminate this Agreement for breach. Termination by Conduent will be effective upon receipt of written notice by Client. Client agrees to discontinue use of all hardware, software, and other Conduent-owned materials no later than the effective date of termination and return the hardware, software, and other Conduent-owned materials to Conduent within thirty (30) calendar days after termination at the sole expense of Client.

23. TERMINATION FOR LOSS OF FUNDING This Agreement is subject to termination after not less than thirty (30) days written notice to Conduent if Client has failed to receive funds for the continued procurement of the Services; provided, that Client has made every reasonable effort to secure the necessary funding; and further provided, that no substitute arrangement is made by Client to obtain the same or similar Services from another source within six (6) months after termination. The provisions of this Section shall survive termination of this Agreement.

24. EFFECT OF TERMINATION ON OBLIGATIONS AND LIABILITIES Termination of this Agreement for any reason will not affect any liabilities or obligations of either party arising before termination or out of events causing termination, or any damages or other remedies to which a party may be entitled under this Agreement, at law or in equity, arising from any breach or default.

25. NOTICES TO PARTIES Unless otherwise specified in this Agreement, all notices, requests, or consents required to be given in writing under this Agreement shall be hand delivered, delivered by overnight delivery service, or mailed (certified mail, postage prepaid), to the party indicated below (with a delivery receipt requested), unless that party notifies the other, in writing, of a change in the address or contact information:

To Conduent:

Conduent Government Systems, LLC
2900 100th Street, Suite 309
Urbandale, IA 50322

Attention: Accounts Manager

To Client:

Hattiesburg Fire Department
P.O. Box 1898
Hattiesburg, MS 39403

Attention: Accounts Payable

26. FORCE MAJEURE Neither party will be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions or strikes, quarantines, embargoes, or other governmental action, or cause beyond the reasonable control of a party ("Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other party and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive termination of this Agreement.

27. HEADINGS The HEADINGS used in this Agreement are merely for reference. The HEADINGS have no independent legal meaning and impose no obligations or conditions on the parties.

- 28. DISPUTE RESOLUTION** It is the intent of the parties that any disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within the organization of each party that is most knowledgeable about the relevant issues. The parties understand and agree that the procedures outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact of the parties. Accordingly, for purposes of the procedures set forth in this Section, a "dispute" is a disagreement that the parties have been unable to resolve by the normal and routine channels ordinarily used for resolving problems. Pending the final disposition of a dispute other than a dispute arising out of the termination of this Agreement by either party, the parties will, at all times, proceed diligently with the performance of this Agreement. Before either party seeks any remedies available at law, the parties will sequentially follow the procedures set forth below:
- (a) The complaining party will notify the other party in writing of the reasons for the dispute, and the parties will work together to resolve the matter as expeditiously as possible. A formal written response is not required, but the responding party may put its position in writing in order to clarify the issues or suggest possible solutions.
 - (b) If the dispute remains unresolved fifteen (15) calendar days after the delivery of the complaining party's written notice, a senior representative of Conduent and the Client (or a representative of Client who has authority to act to resolve the dispute) agree to meet or participate in a telephone conference call within ten (10) business days of a request for the meeting or conference call by either party to resolve the dispute.
 - (c) If the parties are unable to reach a resolution of the dispute after following these procedures, or if either party fails to participate when requested, then the parties may pursue any remedies available under this Agreement.
- 29. SEVERABILITY** If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) will not be affected, and the remaining terms and conditions (or portions of terms or conditions) will be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intent of the parties.
- 30. WAIVER OR FOREBEARANCE** Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement is not be a waiver of the right of that party to demand strict compliance with the requirements of this Agreement, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement will be waived and no breach by either party will be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. Waiver in any instance of any right or remedy does not constitute waiver of any other right or remedy under this Agreement. Consent to or forbearance of any breach or substandard performance of any obligation under this Agreement does not constitute consent to modification or reduction of the other obligations or forbearance of any other breach.
- 31. ASSIGNMENT AND SUBCONTRACTING** This Agreement is binding on the parties and the successors and assigns of each party. Conduent may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of Conduent. Conduent may provide for the delivery of all or part of the Services through the use of

subcontractors. Conduent will notify Client of work being performed by any subcontractor that performs work on the premises of Client and will ensure that the insurance requirements that apply to Conduent under this Agreement apply to and are complied with by each subcontractor.

32. **INJUNCTIVE RELIEF** The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information; the unauthorized use of any trademark, copyright, or other intellectual property of Conduent; or solicitation of Conduent employees or business customers may not be adequate for protection of Conduent, and accordingly Conduent has the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available.
33. **CUMULATIVE REMEDIES** All remedies available to either party for breach of this Agreement by the other party are and will be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy is not be election of that remedy to the exclusion of other remedies available at law or in equity. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.
34. **GOVERNING LAW** This Agreement will be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Mississippi without reference to the principles of conflict of laws.
35. **ENTIRE AGREEMENT** The contents of this Agreement (including the Statement of Work and any other schedules or attachments to this Agreement that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement may not be changed or modified except by written agreement signed by both parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of Conduent and the Client have executed this Agreement.

Conduent Government Systems, LLC

Hattiesburg Fire Department, MS

Signature

Signature

Name

Name

Title

Title

SCHEDULE A

Statement of Work

This Statement of Work is incorporated in the Agreement for Application Hosting and Technology Support Services (“Agreement”) by and between Conduent Government Systems, LLC (“Conduent”) and Hattiesburg Fire Department, MS (“Client”).

A. SCOPE OF SERVICES

1. Application Software

The Conduent applications listed below (“Applications”) are licensed for use by Client and hosted by Conduent under this Agreement. Conduent will provide Client with access to the following Firehouse™ application system modules and licenses during the Term of the Agreement:

MODULES	# of Licenses
Incident Module	8
EMS Module	8
Staff, Training and Certifications	8
Occupancy Management	8
Inventory Management	8
Hydrant Module	8
Staff Scheduling	8
CAD Monitor – Vendor	1

2. Services Provided by Conduent

- (a) Conduent software subject matter experts and network services staff will be available daily from 7:00 am to 7:00 pm (CST), Monday through Friday, 8:00 am to noon (CST) on Saturday, (other than Conduent holidays) via toll free support number. Conduent will provided call-back and response in accordance with the following standards.

Incident Response – Classification		Rating
Nature	Crucial deadline, problem is worsening	High
	Normal operations are impaired	Medium
	Limited impact, work can be completed.	Low
Impact	System wide	High
	Multiple resources, need a workaround	Medium
	Single resource, workaround in place.	Low

SLA Standards									
Assessment		Impact				Triage	Description	Callback	IRAC ³
		H	M	L		1		1 Hour	2-4 Hours
Nature	H	1	2	4		2	Critical	2 Hours	4-8 Hours
	M	2	3	5		3	Major	4 Hours	8-16 Hours
	L	4	5	5		4	Minor	16 Hours	40 Hours
						5	Trivial	40 Hours	Future

IRAC³ = Intake; Research; Analysis; Communicate

- (b) The Applications will be available and are licensed for up to the “# of Licenses” set forth in the table above. Users will be identified by Client. Access to these applications will be provided via a browser based secure connectivity to a Conduent data center facility where all programs and data will be stored and hosted.
- (c) All access to the Services will be controlled by user names and passwords issued by Conduent to Client from time to time upon request by Client. Each user name and password will be unique to each user authorized by Client to access the Services.
- (d) Client is solely responsible for the security of user names and passwords issued to Client users. Any access to the Services using Conduent-provided user names and passwords will be deemed access by Client.
- (e) All standard software upgrades will be provided to Client at no additional charge during the Term of the Agreement. Upgrades are implemented at the sole discretion of Conduent in accordance with the Conduent standard general release schedule for upgrades.
- (f) Conduent will manage and coordinate all software upgrades and file conversions (if necessary) for any Conduent directed base application enhancements or upgrades.

- (g) Software may be modified for functional requirements required by state and federal law or regulation that must be handled by or within the Applications. The Conduent Account Manager will review required changes with Client to understand the nature of the requirement and determine proper handling within or exterior to the Applications. Required modifications will be provided by Conduent as long as the modifications can reasonably be integrated into the base system architecture, as determined by Conduent. If Conduent determines that the required modifications would cause or require major changes to either the data structure or the systems base process flow architecture, Conduent will inform the Client of options, which may include additional cost in addition to the fees for Services set forth in this Agreement.
- (h) If “custom” modifications are requested by Client (items unique to the Client environment but not required by State or Federal law or regulation), Conduent will work with Client to develop detailed specifications and a cost proposal (at then current Conduent hourly rates) and schedule to complete the work. Conduent will present a quote to the Client for approval before proceeding with any work. These changes will be handled as supplemental services under Section 6 of the Agreement.
- (i) In certain circumstances or to provide specific functionality, Conduent may utilize third party application software in conjunction with Conduent software. In these instances, Conduent will inform the Client and will secure all necessary third party software licenses required to ensure proper and legal use by Client during the Term in accordance with the Agreement. Unless otherwise specifically set forth in this Agreement, Client understands and agrees that Conduent will have no responsibility for the correctness, performance, or underlying program code relating to third party software used in connection with the Services. The Conduent Account Manager will act as a liaison to the appropriate third party vendor if problems or concerns arise.
- (j) Conduent will assist with the installation of client-access software on the number of computers equal to the number of seats the Client is licensing under this Agreement. The client-access software will allow Client access to the Applications. If site-visits are requested by Client for any reason, Client agrees to enter into an amendment to this Agreement to describe the additional services to be provided and provide for compensation for Services and travel time, as well as reimbursement for travel and living expenses. Services will be billable at the then current Conduent labor rate.
- (k) Conduent will monitor the Conduent Wide Area Network communications environment and continuous operations, as well as Conduent remote data center operations and security.
- (l) The removal of spyware, adware, data mining, and other infections are outside the scope of the Services and may incur standard time/material support charges. Client will not incur any additional charges without prior written approval.

3. Hosting

- (a) Client understands that all Applications will be hosted on remote data center computers.
- (b) Conduent will maintain a remote secure data center where appropriate computer processing and wide-area network capabilities are located and Applications are hosted.
- (c) Response times experienced by authorized Client users will be maintained at reasonable levels. Response time will be monitored and tuned by Conduent data center operations staff on Conduent

controlled network links, as needed. Conduent is not responsible for network performance on network segments outside of Conduent control.

- (d) All equipment located in Conduent off-site data center locations will be properly maintained by Conduent. Any maintenance or equipment upgrade required to provide the Services will be the responsibility of Conduent.
- (e) Client will provide a safe, secure, and adequate environment to house necessary Conduent-owned equipment. Client will inform Conduent if these items are damaged or not operating properly.

4. Client-Provided Equipment

- (a) All required hardware, communication infrastructure, and related software will be the responsibility of the Client.
- (b) Client will be responsible for maintaining or renewing any hardware maintenance agreements for Client-provided equipment.
- (c) The parties understand and agree that the Services will integrate and connect to Client equipment and network backbone as a part of Client's internal infrastructure.
- (d) During the Term, any upgrades, changes, or additions to Client-provided equipment or network environment that affects the Services, including connectivity with Conduent equipment or communication infrastructure, must be reviewed and approved in advance by Conduent. Any approved upgrades will be at the sole expense of Client unless otherwise agreed under an amendment to this Agreement. If Client changes inhibit the ability of Conduent to provide the Services, Conduent will work with the Client on a best effort basis to resolve the underlying technical issues. However, if the issues cannot be satisfactorily resolved, the Client will be responsible to restore the environment to the previous state where the Services can be performed.
- (e) Any expenses for maintenance, replacement, or repair, of Client owned equipment or software will be at expense of Client.

5. Client Data

- (a) Once per calendar year upon request of Client or upon termination or expiration of this Agreement for any reason, Conduent will promptly return to Client, in the format and on the media in use as of the date of the request (or the date of termination or expiration) all or any requested portion of the Client data. Client data will be returned one time only at no charge. If Client requests additional transfers, Client agrees to pay Conduent for the service at the Conduent current hourly time & materials rate.
- (b) Conversion of data for porting to other applications is not provided under this Agreement.
- (c) Conduent is authorized to view and use all reports, data, or other material prepared by it for the Client under this Agreement, but will not disclose, nor permit disclosure of, any information designated by Client as confidential, except to authorized recipients as specifically designated in writing by Client.

6. Other Client Responsibilities

Application Hosting and Technology Support Services



- (a) Client will identify a Client Contract Administrator who will be the main contact for the Conduent Account Manager for all service delivery issues. The Client Contract Administrator will have full authority for identifying Client users and modifications related to Client financial systems.
- (b) Client will identify Client personnel in each department who will be key contacts for the Conduent support team with regard to the Applications and functions related to the Services.
- (c) Client is responsible for and controls all security on its internal Local Area Networks, central computing, and desktop computing environments.
- (d) Client is responsible for all support services (technical and user) on its owned or provided equipment and related software, as well as internal LAN, other WAN connections outside of Conduent WAN, central computing, and desktop computing environments.
- (e) Client will provide and is responsible for the internal infrastructure necessary to allow Conduent to establish secure electronic communications and access to and from the Conduent remote data center.
- (f) Client is responsible for all Client-provided equipment set-up and integration into the Client desktop and network environment.

B. PAYMENT

1. Fee and Payment Schedule

Client shall pay Conduent the fees set forth in the table below.

Services	Price
7/1/2017 – 7/31/2017	\$492.05
Account Reconciliation For Services Rendered Feb 2017 through June 2017	\$2,460.26 one-time fee

2. Invoices and Payment

- (a) Services will be invoiced in advance for the following, and payments are due on a net thirty (30) day basis. Invoices will be submitted to:

Hattiesburg Fire Department
P.O. Box 1898
Hattiesburg, MS 39403
Attention: Accounts Payable

- (b) Each invoice will also separately state all additional applicable charges, reimbursable expenses, and taxes payable, if any.



City of Hattiesburg, MS

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

FILE NUMBER: 2017-519

MEETING DATE: 07/05/2017

MINUTE BOOK NUMBER:

Brief Title: Approve and authorize the Mayor to execute in trip

Title: Approve and authorize the Mayor to execute in triplicate a CHDO Rental Housing Development Agreement with Breakthrough Community Services, Inc.

Type: Action Item

Drafter: Clarence Williams

In Control: City Council

Reference: La'Keylah White

Attachments: Rental Housing Development Agreement and CHDO Application

File
Created: 06/26/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication
Information:

History of Legislative File

**RENTAL HOUSING DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF HATTIESBURG
AND BREAKTHROUGH COMMUNITY SERVICES, INC.**

THIS AGREEMENT, entered into this **5th day of July, 2017**, by and between the City of Hattiesburg (hereinafter referred to as the “CITY”), and **Breakthrough Community Services, Inc.**, a nonprofit corporation (hereinafter referred to as the “DEVELOPER”) whose principal office is located at **1313 Country Club Road, Hattiesburg, MS**.

WHEREAS, the CITY is a recipient of HOME Investment Partnerships grant funds from the United States Department of Housing and Urban Development (HUD) pursuant to 24 CFR 92; and

WHEREAS, the CITY wishes to engage the DEVELOPER to assist the City in utilizing such funds;

WHEREAS, the DEVELOPER has been selected to rehabilitate and manage a rental housing Project using HOME funds.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, including the Exhibits, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

- A. **CITY**– the City of Hattiesburg’s Department of Federal and State Programs is hereby defined as the agency administering the HOME Program for the City of Hattiesburg; the HOME Program shall be administered with specific authorization and approval from the City Council. For the purpose of this Agreement and all administration of HOME funds, the CITY shall execute fiscal and programmatic control of this agreement. The term “Approval by the CITY” or like term used in this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation under State or local law or regulation.
- B. **CHDO** – Community Housing Development Organization as defined in 92.2 of the HOME rule.
- C. **DIRECTOR** – is hereby defined as the Director of the Department of Federal and State Programs of the City of Hattiesburg.
- D. **DEVELOPER FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for the professional, technical and construction services rendered pursuant to this Agreement.

- E. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described herein.
- F. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.
- G. **IDIS** – Integrated Disbursement and Information System.
- H. **PROJECT COMPLETION** – Project Completion as defined in the HOME regulations requires not only that the rehabilitation be complete, but, more specifically, that all HOME funds have been disbursed by the City and drawn from the US Treasury, and required completion data has been entered in HUD's IDIS system.

Section II – Term of Agreement

The term of this Agreement shall commence on **July 5, 2017**, and shall end on or before the Project Completion date of **July 5, 2018**, unless terminated earlier as provided for herein. The City will notify Developer of the actual date of completion and the exact date of the expiration of the affordability period, which shall be calculated based on the date of completion. If necessary, Developer shall execute an amendment to this Agreement that extends the affordability restrictions of 24 CFR 92.252 to the exact date of expiration of the affordability period.

The CITY shall provide HOME funds in an amount not to exceed **\$64,038.00**, in accordance with the attached budget hereby attached as **Exhibit "A"**.

Interim Milestones/Deadlines (list below):

<i>Milestone</i>	<i>Deadline</i>	
Pre-Bid & Bid Opening	08/22/17	08/30/17
Secure permits	10/10/17	10/28/2017
Rehab start date	010/31/17	11/31/17
Electrical & Plumbing rough-in	12/05/17	12/31/17
Construction 50% completion (estimated)	12/05/17	01/05/18
Interior & exterior finishing complete	12/29/17	01/31/18
Landscaping complete	01/02/18	01/31/18
Construction complete w/ COO	02/02/18	02/15/18
Marketing beings	11/31/17	12/31/17

Marketing complete w/ tenant identified	12/11/17	12/26/17
Renter occupied	03/01/2108	03/31/2018

1. **This project is subject to ongoing affordability requirements of the HOME program for 15 years from the date of initial occupancy.** During this compliance period, the DEVELOPER will assure continued compliance with HOME requirements. For rental units, this includes ongoing property standards, occupancy and rent limits compliance.
2. Timely completion of the work specified in this Agreement is an integral and essential part of performance.
3. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this Agreement, it is understood and agreed by the DEVELOPER that the Project will be completed in accordance with the milestones set forth in this Agreement and that the DEVELOPER will make every effort to ensure that the project will not be delayed.
4. Failure to meet these deadlines can result in stopping payment to Developer, cancellation of this Agreement, and/or the revocation of HOME funds.
5. Since it is mutually agreed that time is of the essence in regard to this Agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this Agreement, in order to ensure that the project will be completed according to the timetable set forth. It is intended that such provisions inserted in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the CITY and enforceable by the CITY against the DEVELOPER and its successors and assigns to the Project or any part thereof or any interest therein.
6. In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the project, or other delays that are not caused by the DEVELOPER, the CITY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY promptly in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Scope of Work

A detailed scope of work is attached as **Exhibit “B”**. The DEVELOPER, in close coordination with the CITY, shall perform all professional services (the “WORK”) necessary to complete the development and occupancy of the following project in full compliance with the terms of this Agreement:

Project Description: Project calls for the rehabilitation of a single family house. The house will be rented to an income eligible household. The amount of the rent will be determined by rent limits established annually by the Department of Housing and Urban Development.

Project Address: 709 Highland Avenue, Hattiesburg, Mississippi 39401

Legal description: Apart of Lot 2, Block 35 of the D. D. McInnis Third Survey or Addition to the City of Hattiesburg, County of Forrest, state of Mississippi, and being more particularly described as follows; to-wit:

Begin at the East corner of Lot 3, Block 35 of said survey, which point is located at the intersection of the SW margin of Ashford Street, with the NW margin of 25th Avenue and run thence along the NW margin of 25th Avenue in the Southeasterly direction 200 feet to and for the point of beginning, run thence at right angles and parallel with Ashford Street in a Northwesterly direction 120 feet, run thence at right angles and parallel with 25th Avenue in a Southwesterly direction 50 feet, run thence at right angles and parallel with Ashford Street in a Southeasterly direction 120 feet to the NW margin of the 25th Avenue, run thence at right angles in a Northeasterly direction along the NW margin of 25th Avenue 50 feet to the point of beginning.

The above described land is a part of Section 16, Township 4 North, Range 13 West, in the County of Forrest, State of Mississippi, together with all the improvements thereon and appurtenances thereto belonging:

Parcel 2-038F-16-165.00 by the Forrest County Tax Assessor/Collector's tax roll and is located at 709 Highland Avenue, Hattiesburg, Mississippi.

1. It is understood that the DEVELOPER has provided a specific working budget, **Exhibit "A"** and realistic timetable, **which is also reflected in Section II, herein**, as it relates to: acquisition, construction/rehabilitation, soft costs, development fees and other allowable costs/activities prior to any fund usage. Said budget shall identify all sources and uses of funds and allocate HOME and non-HOME funds to activities or line items.
2. Except as otherwise superseded by this Agreement, the Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal as received by the CITY on **January 30, 2017(see Exhibit "D" - CHDO Application)**. The aforementioned document will be considered to be a part and portion of this Agreement for reference.

Section IV – Reimbursement of Expenses

1. Project expenses (excluding Developer fee) shall be paid based on vouchers for actual expenses incurred or paid by the DEVELOPER. Requests for payment must be submitted by the DEVELOPER on forms specified by the CITY (**see Chapter 5.3 of the CHDO Policies & Procedures**) with adequate and proper documentation of eligible costs incurred in compliance with 92.206 and necessary for reporting to HUD in IDIS. All

such expenses shall be in conformance with the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved Project budget. The City will inspect all work to ensure that the work has been completed in accordance with the contract. The CITY shall pay on a reimbursement basis as funds are needed for eligible cost and expenses are incurred. The CITY may withhold payment if the DEVELOPER has failed to comply with any term of this Agreement.

- a. DEVELOPER may not request disbursement of HOME funds until funds are needed for the payment of eligible costs, and all disbursement requests must be limited to the amount needed at the time of request.
 - b. Payment request shall not exceed one payment per month and payments must be submitted along with any progress reports required by the CITY. The CITY retains the right to withhold payment for missing and incomplete progress reports.
 - c. The CITY will retain 10% of each payment draw until Project completion. When the DEVELOPER submits all required documentation for final payment including; but not limited to, a project completion report, receipts, final invoices and TENANT information, releases of liens, final inspection and Certificate of Completion from the building department, the CITY will release the final 10% withheld. **Refer to Section VI (4) of this agreement for payment of Developer fees.**
 - d. The CITY reserves the right to inspect records and the Project site to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.
 - e. The DEVELOPER shall submit a HOME Program Request for Payment Form for reimbursement of Eligible Costs. Eligible Costs shall mean those costs provided for in the Budget for the Project. The CITY Inspector will perform a site visit to inspect the work and ensure that the costs have been incurred and the work is eligible for payment. Requests for Payment must also include:
 - f. The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five (5) years after the affordability period ends.
2. The CITY will retain ten percent (10%) of each project payment draw until Project completion. The DEVELOPER must submit a final invoice upon completion. Final payment of the withheld ten percent (10%) shall be made after the CITY has determined that all services have been rendered; files updated; documentation delivered; required reports completed as directed by the CITY; receipts submitted along with final invoices, releases of liens, final survey (if applicable), final inspection and Certificate of Completion; and units have been placed in service in full compliance with HOME

regulations, including submission of a completion report and occupancy of no less than one (1) unit. Refer to Section VI (7) of this Agreement for payment of developer fees.

3. The CITY reserves the right to inspect records and Project sites to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.
4. The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the affordability period ends.

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92. In addition, the DEVELOPER must comply with the following requirements specific to this project including, but not limited to the following:

1. HOME funds advanced to the project will be secured by a note and mortgage, and a land covenant as required by 24 CFR Part 92. The land covenant shall be recorded senior to all other liens, including mortgages of other lenders.
2. The DEVELOPER will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.
3. The DEVELOPER will not acquire property that is occupied. All properties acquired under this program must be vacant or occupied by the seller. All acquisitions under this program are voluntary acquisitions.
4. The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and local codes, Accessibility Standards under 24 CFR 92.251(a)(3), International Energy Conservation Code [which has replaced the Model Energy Code cited in 24 CFR 92.251(a)(1)], as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.
5. The DEVELOPER will be monitored by the CITY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files and the project site as requested by the CITY during the project term and for five (5) years after the affordability period ends.
6. The DEVELOPER shall ensure that any contractor, subcontractor or participant awarded work under this contract has not been debarred, suspended or determined ineligible to perform work funded by HUD. To determine if a contractor, subcontractor or participant has been debarred, suspended or determined ineligible go to: <https://www.epls.gov/>.

7. The DEVELOPER (as a CHDO) may retain proceeds as defined in 24 CFR 92.2 from the grant funds provided under this Agreement. The proceeds are to be used for eligible affordable housing activities to benefit low-income families. (see section VII, CHDO Proceeds below)
8. The DEVELOPER agrees that any news release, article, public service announcement or advertisement or any other type of publicity pertaining to this Project (program literature, brochures, project sign and letterhead) must recognize the City of Hattiesburg and the U.S. Department of Housing and Urban Development HOME Investment Partnerships Program as providing funds for this Project.
9. Subsidy layering. Before committing funds to a Project, the CITY or the DEVELOPER must evaluate the project and will not invest any more HOME funds, as a sole source or in combination with other governmental assistance, than is necessary to provide affordable housing. The cost of this review will be borne by the CITY or the DEVELOPER and this expense may be eligible for reimbursement by HOME funds provided under this Agreement. The DEVELOPER is responsible to ensure that the project costs are reasonable.
10. The Developer will ensure that all appliances are energy star rated appliances.
11. The CITY will take a 2nd or higher position on its mortgage if required by other funding sources to ensure the feasibility and development of the Project.
12. All claims, disputes and other matters in question arising out of, or relating to, the construction Agreement (the construction agreement is the agreement between Breakthrough Community Services and the contractor selected to perform the work) or the breach thereof, and except for the claims which have been waived by the making or acceptance of the final payment shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.
13. The maximum per unit subsidy that may be invested on a per-unit basis in affordable may not exceed the per-unit dollar limitations established under section 221(d)(3)(ii) of the National Housing Act.
14. The Affordability Period during which Developer must maintain compliance with all applicable HOME rules shall begin with initial occupancy of the Project and shall run for at least 15 years following the date on which the Project has met the requirements for Project Completion outlined in 24 CFR 92.2, which will require that construction be complete, all HOME funds have been disbursed by the City and drawn from the US Treasury, and required completion data has been entered in HUD's IDIS system. The City will notify Developer of the actual date of completion and the exact date of the expiration of the affordability period, which shall be calculated based on the date of

completion. If necessary, Developer shall execute an amendment to the Covenant Running with the Land that extends the affordability restrictions of 24 CFR 92.252 to the exact date of expiration of the affordability period.

15. The DEVELOPER will also comply with the CITY of Hattiesburg's minority outreach WBE/MBE program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into with such persons or entities, public and private, in order to facilitate the activities of the CITY to provide affordable housing.
16. The CITY has the right to reject participation in the project from any contractor that has done previous business with the CITY and has failed to comply with the requirements of the program or who has been involved in litigation with the CITY.
17. All housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at Part 35, Subparts A, B, J, K, M and R of this title outlined in 92.355.
18. The DEVELOPER will ensure that occupancy complies with the requirements of 92.254(a) (6). The DEVELOPER will ensure that the project is eligible under 92.214, and that it will meet the applicable standards of 24 CFR 92.252 – 253 at occupancy and for the minimum compliance period. The project must meet the State of Mississippi building Construction Codes and the City of Hattiesburg local building codes.
19. The designated HOME-assisted units of this project will meet the affordability requirements as found in 24 CFR 92.252. The DEVELOPER shall collect and maintain project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households in order to determine low and moderate-income benefit in a cumulative and individual manner. At least two months of household income documentation shall be collected and such documentation shall be in a form consistent with the HOME requirements as stated in the HUD ***“Technical Guide for Determining Income and Allowances Under the HOME Program”*** in accordance with the requirements under 24 CFR Part 5 found at:
<http://www.hud.gov/offices/cpd/affordablehousing/library/modelguides/2005/1780.cfm>.

Also:

<https://www.hudexchange.info/resource/786/technical-guide-for-determining-income-and-allowances-for-the-home-program/>

20. With respect to rental units not less than one hundred percent 100 % of:
 - a. The families occupying the units shall have annual incomes that do not exceed 60 percent of the median family income for the area, as determined and made available

- by HUD with adjustments for smaller and larger at the time of occupancy or at the time funds are invested, whichever is later; or
- b. The dwelling units assisted with such funds shall be occupied by families having such incomes; and the remainder of the families receiving such rental assistance are households that qualify as low-income families at the time of occupancy or at the time funds are invested, whichever is later; or
 - c. The dwelling units assisted with such funds are occupied by such households.
- 21. In the selection of occupants for Project units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350. If the Project consists of five (5) or more units, the DEVELOPER will implement affirmative marketing procedures as required by 24 CFR 92.351. Such procedures are subject to approval by the CITY. A tenant selection plan shall be developed for the project by the Developer and submitted to the City Council for review and approval no later than 60 days prior to Project completion and shall be updated and submitted to the CITY throughout the Affordability Period, as required.
 - 22. The housing must meet the accessibility requirements at 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619).
 - 23. If the unit is sold through a lease-purchase agreement, the DEVELOPER will ensure compliance with 92.255.
 - 24. The DEVELOPER shall establish grievance procedures for all tenants occupying the property and will provide copies of those grievance procedures to tenants upon execution of a lease.
 - 25. The DEVELOPER shall be required to have an Income Eligible Household as a tenant in each HOME Assisted Unit within eighteen (18) months of the Project Completion date. If the DEVELOPER fails to comply with this requirement, the City Council shall be notified and the DEVELOPER shall be required to repay the CITY the HOME funds provided by the CITY for construction of the vacant HOME Assisted Units. The DEVELOPER shall provide the CITY with current marketing efforts and, if appropriate, a plan for enhanced marketing of the HOME Assisted Units after six months into lease-up if the units have not rented up on schedule.
 - 26. The maximum amount of rent for any HOME Assisted Unit shall be governed by the rent limitations described in 24 CFR 92.252 (a), as may be amended from time to time. The HOME Assisted Units shall be rented at the amounts set forth in Exhibit "C" Project Rents, for the type and size of unit. Where not inconsistent with the terms of a written lease, the DEVELOPER shall provide the Income Eligible Household with not less than thirty (30) days prior written notice before implementing any increase in rent.

HUD provides the following maximum HOME rent limits for high and low HOME rents at: www.hudexchange.info/resource-library/home-rent-limits

The maximum HOME rents are the lesser of:

- a. The fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or
- b. A rent that does not exceed thirty percent (30) % of the adjusted income of a family whose annual income equals 65 percent of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit. The HOME rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions.

27. In rental projects with five (5) or more HOME-assisted rental units, twenty (20) percent of the HOME-assisted units must be occupied by families whose income does not exceed 50 percent of the median income for the area (LOW HOME RENT), as determined by HUD, with adjustments for number of bedrooms in the unit. The DEVELOPER must establish initial rent and utility allowance for all units. The utility allowance will be deducted from the rent charged to the tenant.

28. All proposed rent and utility allowances must be approved by the CITY annually.

29. The HOME Assisted Units shall be deemed floating units providing the DEVELOPER with the flexibility to designate different units in the Project at different times as HOME Assisted Units; provided, however, that the DEVELOPER maintains the amount of total units with the same unit mix (i.e., number by each bedroom size). The DEVELOPER agrees that One Hundred percent (100%) of the HOME Assisted Units shall be occupied by Income Eligible Households and the rent shall meet the requirements of 24 C.F.R. 92.252(b)(1) or (2). The DEVELOPER shall be responsible for obtaining initial income certification at the time of the initial leasing of the HOME Assisted Units to Income Eligible Households. In addition, each year during the Affordability Period the DEVELOPER must re-examine each tenant's annual income. An owner of a multifamily project with an affordability period of ~~ten~~ ten years or more who re-examines tenant's annual income through a statement and certification in accordance with 92.203(a)(1)(ii) must examine the income of each tenant in accordance with 92.203(a)(1)(i), every sixth year of the affordability period. If there is evidence that the tenant's written statement failed to completely and accurately state information about the family's size or income, the DEVELOPER must re-examine the tenants household income in accordance with 92.203(a)(1)(i). The DEVELOPER shall provide income certification information of each tenant residing in the project to the CITY, upon the CITY's request.

30. Tenants who no longer qualify as low-income families must pay 30 percent of the family's adjusted income, except that tenants of HOME-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by

Section 42. In addition, in projects in which the HOME units are designated as floating pursuant to paragraph (j), tenants who no longer qualify as low-income are not required to pay as rent an amount that exceeds the market rent for comparable, unassisted units in the neighborhood.

31. Any proposed rent increases must be approved by the City Council in writing before they can be charged to the tenants and in conjunction with State Landlord Tenant Law.

32. The tenant protection requirements of 92.253 apply to this project.

a. *Lease.* The lease between a tenant and an owner of rental housing assisted with HOME funds must be for not less than one year, unless by mutual agreement between the tenant and the owner.

b. *Prohibited lease terms.* The lease may not contain any of the following provisions:

- i. *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
- ii. *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
- iii. *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
- iv. *Waiver of notice.* Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
- v. *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- vi. *Waiver of a jury trial.* Agreement by the tenant to waive any right to a trial by jury;
- vii. *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and

- viii. *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
- c. *Fees.* DEVELOPER shall not charge tenants fees to cover administrative costs related to the cost of administering the HOME program. Specifically, rental project owners may not charge tenants fees that are not customarily charged to tenants of rental housing (e.g., laundry room access fees). However, DEVELOPER may charge fees for the following:
 - i. Reasonable application fees to prospective tenants;
- d. *Termination of tenancy.* An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; or for other good cause. In particular, good cause does not include an increase in a tenant's income or a tenant's failure to accept or participate in voluntary supportive services being offered now or in the future to residents of the Project. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.
- e. *Tenant selection.* An owner of rental housing assisted with HOME funds must adopt written tenant selection policies and criteria and is submitted and approved by the CITY prior to initial occupancy that:
 - i. Are consistent with the purpose of providing housing for very low-income and low-income families;
 - ii. Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;
 - iii. Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and
 - iv. Give prompt written notification to any rejected applicant of the grounds for any rejection.
- f. Faith-based organizations are eligible to participate in the HOME program on the same basis as any other organization but must comply with the requirements of 24 CFR 92.257. Among other requirements, Developer may not engage in inherently religious activities such as worship, religious instruction, or proselytization, as part of the Project. If Developer does engage in such religious activities, those activities must be offered separately from the HOME-assisted housing, and participation by tenants of the Project must be voluntary. Additionally, Developer

shall not discriminate against a tenant or prospective tenant on the basis of religion or religious belief.

33. All contracts and subcontractors shall comply with the Labor requirements in 92.354. Every contract for the construction (rehabilitation or new construction) of housing that includes 12 or more units assisted with HOME funds must contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a-276a-5), to all laborers and mechanics employed in the development of any part of the housing. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332).

Section VI - Funding and Method of Payment

1. The DEVELOPER may be obtaining funding for the project from various sources. The maximum amount payable by CITY under this Agreement shall be **\$64,038.00 of which \$56,038.00 shall be available for project-specific development costs, and \$6,000.00 shall be the maximum amount available as a Developer Fee according to Section VI.** The City's payment shall always be a proportionate share of all funds invested in the project. The HOME Funds provided by CITY to the DEVELOPER shall be in the form of a deferred payment forgivable loan, zero percent interest, pro-rated over the course of the Affordability Period. **At project completion, the DEVELOPER shall execute and CITY shall record, at the DEVELOPER's expense, in the Public Records of Forrest County, Mississippi, a Mortgage, and Promissory Note ("Note"), and a Declaration of Restrictive Covenants to ensure that the HOME Assisted Units remain affordable during the Affordability Period.**
2. Project expenses (excluding DEVELOPER Fees) shall be paid on a reimbursement basis based on vouchers for actual expenses incurred or paid by the DEVELOPER in accordance with the requirements set forth in Section IV.
3. DEVELOPER Fee

A DEVELOPER'S Fee is compensation to the developer for the time and risk involved to develop the project. It is typically based on the size of the project, the total development cost and the risk associated with the project. The DEVELOPER's fee is expressed as a percentage of the total development cost. DEVELOPERS who perform work in a timely fashion and comply with the timelines outlined in the Agreement will receive a DEVELOPER's fee of no more than 10% of the total HOME funds awarded under the Agreement, or total CHDO funds whichever is greater.

The DEVELOPER fee will be paid as follows:

- a. 50% of the DEVELOPER fee will be paid when the project is 50% completed based on the timeline in the Agreement. The DEVELOPER must meet the threshold requirements as stated in the Agreement and the fee will be approved for payment by CITY staff based on a review of project status, documentation submitted and inspections passed.
- b. The final 50% of the DEVELOPER fee will be paid when the project is 100% completed as defined below **and** no less than 75% of the units are occupied and leased.

For the purpose of complying with this requirement, completion shall mean that all necessary construction work has been completed and the project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed and the project is ready for occupancy.

4. Project Penalties

Time is of the essence in the completion of all projects under the HOME program. If DEVELOPER fails to perform in accordance with the timeline and budget stipulated in the Agreement DEVELOPER will be subject to penalties for lack of performance. The CITY will closely monitor performance and will enforce the following penalties when the CHDO fails to carry out its contractual obligations under the Agreement.

- a) Failure by the DEVELOPER to meet the 50% completion timeline outlined in the Agreement will result in a loss of 50% of the total DEVELOPER fee approved under the Agreement.
- b) Failure of the DEVELOPER to complete 100% of the project within the timeline specified in the Agreement will result in:
 1. A 50% reduction of the DEVELOPER fee authorized under the terms of the Agreement **and**
 2. Suspension of the CHDO from participation under the HOME program for not less than one (1) year after the date the project is completed, or the next CHDO reservation funding cycle, whichever occurs later.
- c) The CITY retains the right to require a DEVELOPER who has failed to comply with the terms outlined in the Agreement, to transfer title and ownership of the property to the CITY or an agency designated by the CITY to carry out the terms and conditions of the contract in a timely manner. The CITY will consider the CITY's total investment in the property, the stage of project construction, the feasibility that the project will be completed by the HOME program deadlines by the current developer, the date the project will be completed by the new developer and the timing for meeting a national objective up to and including occupancy of the unit. The decision to transfer the title of the property will be based on the decision that is in the best interest of the HOME program, the City of Hattiesburg and its residents. The final decision to transfer title of the property will require approval by the City of Hattiesburg City Council.

- d) Developers that experience delays caused by reasons beyond their control in accordance with Section II (6) of this Agreement must submit the reasons for delay and supporting documentation in writing to the Program Director. Extensions will be reviewed by the Director in consultation with City staff, and authorized by the City Council. The DEVELOPER will be notified in writing of the department decision to approve the Project delay.
 - e) At the time that the CITY approves project delay, new timelines will be established for the Project in the form of an amendment to the existing contract; all contract amendments shall be approved and authorized by the City Council. The DEVELOPER must comply with the new timelines. Failure by the DEVELOPER to comply with the new timeliness will trigger the penalties stated above.
- 5. The DEVELOPER shall have standards of financial accountability that conform to 24 CFR 84.21, "Standards for Financial Management Systems;"
 - 6. HOME Funds shall not be reimbursed by the CITY until the funds are needed for the payment of Eligible Costs. All HOME Funds not expended within the term of this Agreement shall remain in the custody and control of CITY. The CITY may reallocate unexpended HOME Funds to other HOME Program projects if approved for funding by the Governing Body.
 - 7. The DEVELOPER shall furnish to the CITY all reports required by the HUD and such additional reports as may be necessary to comply with all applicable laws, regulations, guidelines, and conditions specified in this Agreement and further, the DEVELOPER and any contractors or subcontractors shall provide any other reports deemed necessary by the CITY.
 - 8. The CITY, HUD or the Comptroller General of the United States or any of their duly authorized representatives shall at all times have the right and option to monitor, inspect, audit and review the DEVELOPERS performance and operation of the HOME program to be performed under this Agreement; and in connection therewith, all of the above mentioned entities shall have the right to inspect any and all records, books, documents, or papers of the DEVELOPER, Contractor and the subcontractors of Contractor, for the purpose of making audit examination, excerpts and transcriptions.

Section VII - CHDO Proceeds

The City of Hattiesburg will allow CHDOs that utilize CHDO reservation funds to develop, rehabilitate, sell or rent housing benefiting income eligible households to retain project proceeds.

Definition of Project Proceeds:

Project proceeds are funds generated by the project and paid to the DEVELOPER from activities carried out with HOME funds. Projects proceeds include: Proceeds from the disposition by sale

of real property acquired, rehabilitated, or constructed with HOME funds or matching contributions if the project is sold after the period of affordability;

All project proceeds received by the CHDO must be used for affordable housing activities to benefit low-income households.

The CHDO will be required to track the investment of project proceeds for housing activities to benefit low-income households. The CHDO must maintain supporting documentation related to the use of these funds for monitoring purposes.

Eligible Uses of Project Proceeds:

CHDOs allowed to retain project proceeds must use the funds for housing activities to benefit low-income families as required by 24 CFR 92.300(a)(2). Low-income households that do not exceed 80% of the Area Median Income as established by HUD on an annual basis.

Affordable housing activities which may be funded with CHDO proceeds include but are not limited to: emergency repairs, project operating costs and reserves, housing refinancing costs, CHDO operating expenses, and homebuyer counseling.

CHDO proceeds which are retained by a CHDO are not subject to the requirements of the HOME regulations, except for 24 CFR 92.300(a)(2). Thus, the Davis-Bacon Act, National Environmental Policies Act and Uniform Relocation Assistance and Real Property Acquisition Policies Act do not apply to the use of CHDO proceeds. However, because CHDO proceeds are derived from the expenditure of HOME funds, any activities which are funded with CHDO proceeds may not be contributed as match.

Section VIII – Repayment of Loan

1. All HOME funds are subject to repayment in the event the PROJECT does not meet the Project Requirements as outlined above.
2. It is understood that upon the completion of the PROJECT, any HOME funds reserved but not expended under this Agreement will revert to the CITY.
3. The funds will remain a deferred loan for the period of affordability, at which time the loan may be forgiven. Sale of the property to another party may occur only with the approval of the CITY, and the purchaser shall assume all obligations of the DEVELOPER under this Agreement, the note and mortgage, and the restrictive covenants. Provisions in those documents will provide for the extinguishment of the requirements only in the event of a third-party foreclosure or deed in lieu of foreclosure.

Section IX – CHDO Provisions

1. The DEVELOPER has been designated as a CHDO. It is understood that the DEVELOPER has certified that it is and will maintain CHDO status for the term of the AGREEMENT in accordance with 24 CFR 92, including the entire affordability period DEVELOPER agrees to provide information as may be requested by the CITY to document its continued compliance, including but not limited to an annual board roster and certification of continued compliance.
2. Any funds advanced to the CHDO as pre-development funds must be in compliance with 92.301, and are forgivable only under the terms in 92.301.
3. Any funds advanced to the CHDO as CHDO Operating Expenses must be expended in compliance 24 CFR 92.208. The City of Hattiesburg can provide up to five (5) percent of its fiscal year HOME allocation for operating expenses to the CHDO. These funds may not be used to pay operating expenses incurred by a CHDO acting as a subrecipient or contractor under the HOME Program or to support the operational costs of the rental project. Operating expenses means reasonable and necessary costs for the operation of the CHDO. Such costs include salaries, wages, and other employee compensation and benefits; employee education, training, and travel; rent; utilities; communication costs; taxes; insurance; equipment; materials and supplies. The requirements and limitations on the receipt of these funds by CHDOs are set forth in 92.300(e) and (f).

Section X – Procurement Standards

1. The DEVELOPER shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. The Developer's procurement procedures must be approved by the City Council. All costs will be reviewed by the City Council to assure reasonableness.
2. In addition, it is understood that any DEVELOPER that can be considered to be a religious or faith based organization shall abide by all portions of 24 CFR 92.257.

Section XI – Conflict of Interest Provisions

1. The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.
2. HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the Agreement and the selection of tenant households to occupy HOME-assisted units.
3. No employee, agent, consultant, elected official, or appointed official of the DEVELOPER may obtain a financial interest or unit benefits from a HOME-assisted

activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

- a. Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the DEVELOPER, or the proceeds thereunder; or
 - b. Any unit benefits or financial assistance associated with HOME projects or programs administered by the DEVELOPER, including:
 - i. Occupancy of a rental housing unit in a HOME-assisted rental project;
 - ii. Receipt of HOME tenant-based rental assistance;
4. This prohibition does not apply to an employee or agent of the DEVELOPER who occupies a HOME assisted unit as the on-site project manager or maintenance worker.
 5. In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the CITY shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.
 6. Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the DEVELOPER in writing to the CITY, and must be approved by the City Council. The DEVELOPER must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance.
 7. The City Council may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

Section XII – City Responsibilities

The CITY shall furnish the DEVELOPER with the following services and information from existing CITY records and CITY files:

1. The CITY shall provide to the DEVELOPER information regarding its requirements for the Project.
2. The CITY will provide the DEVELOPER with any changes in HOME regulations or program limits that affect the project, including but not limited to, income limits, property value limits and rent limits.
3. The CITY will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the project, and will provide information to the

DEVELOPER regarding any progress inspections or monitoring to assist it in ensuring compliance.

4. The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances.
5. The CITY shall monitor, review, and evaluate the financial procedures of the DEVELOPER through documents submitted to the CITY and on-site monitoring throughout the development and affordability period. The DEVELOPER shall provide to the CITY such reports, and make available to the CITY such records that will be necessary for a proper financial evaluation. With reasonable notice (generally ten (10) working days) being given to the DEVELOPER, the CITY shall schedule at least one on-site visit during construction and other visits that may be needed. After construction completion, the City will inspect the Property annually at a minimum to ensure that the Project is being maintained in compliance with all appropriate property standards.
6. The Department of Federal and State Programs, on behalf of the CITY shall monitor, review, and evaluate the DEVELOPER. Fiscal reports will be reviewed and evaluated in terms of the total budget and accomplishments in relationship to expenditures. With reasonable notice (generally ten (10) working days) being given to the DEVELOPER, the Department shall schedule at least one (1) on-site visit during construction and other visits that may be needed during the course of said Agreement. After construction completion, the City will inspect the Property annually at a minimum to ensure that the Project is being maintained in compliance with all appropriate property standards. At such times and in such forms as the CITY may require, there shall be furnished to the CITY such statements, records, data, and information as may be necessary.
7. Within a reasonable period of time (generally 45 days) after the monitoring visit, the Department of Federal and State Programs shall furnish to the DEVELOPER a letter and any necessary reports summarizing the monitoring visit. Such letters and reports will include any findings or concerns and recommendations for improvement.
8. The DEVELOPER shall have 30 days from the receipt of a financial or programmatic monitoring letter to address any findings or concerns. Should the concerns not be addressed in a manner acceptable to the CITY, this Agreement shall be terminated in accordance with the provisions for termination outlined in this Agreement.
9. Nothing contained herein shall relieve the DEVELOPER of any responsibility as provided under this Agreement.

Section XIII – Equal Employment Opportunity

During the performance of this contract, the DEVELOPER agrees as follows:

1. The DEVELOPER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, familial status, or national origin. The DEVELOPER will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, disability, familial status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the CITY setting forth the provisions of this nondiscrimination clause.
2. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, familial status or national origin.
3. The DEVELOPER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The DEVELOPER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The DEVELOPER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.
6. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the DEVELOPER may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.
7. The DEVELOPER will include the provisions of this Agreement in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor

issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The DEVELOPER will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Section XIV – Section 3 Compliance

The DEVELOPER agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The DEVELOPER will comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by the execution of this Agreement, the DEVELOPER certifies that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
3. The DEVELOPER, its contractors and subcontractors, if applicable agree to send to each labor organization or representative of workers with which the DEVELOPER, its contractors and subcontractors has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the DEVELOPER, its contractors and subcontractors commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The DEVELOPER, its contractors and subcontractors agree to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The DEVELOPER and its contractors will not subcontract with any subcontractor where the DEVELOPER or its contractors has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. The DEVELOPER, its contractors and subcontractors will certify that any vacant employment positions, including training positions, that are filled (1) after the DEVELOPER, its contractors and subcontractors are selected but before the contract is

executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the DEVELOPER or contractor's obligations under 24 CFR Part 135.

6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

Section XV – Compliance with Federal, State & Local Laws

1. The DEVELOPER covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state, local, and Federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing, Section 3 of the Housing and Urban Development Act of 1968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The DEVELOPER covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.
2. The DEVELOPER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act(33 U.S.C. 1368), Executive Order 11738, and Environmental Protection CITY regulations(40 CFR Part 15).
3. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of \$100,000. The DEVELOPER also agrees to take such action as the Federal, state or local government may direct to enforce aforesaid provisions.
4. Minority/Women's Businesses, Executive Orders 11625, 12432, and 12138 Under Executive Orders 11625, 12432, and 12138, the CITY must prescribe procedures acceptable to HUD for minority outreach programs to ensure that they are making concerted efforts to attract minority groups to the procurement process. The Developer agrees to assist the City to the greatest extent possible to meet the goals and objectives of this section. The DEVELOPER will submit, on an annual basis, a listing of all MBE/WBE contracts awarded including dollar amount of the contract and how the business qualifies.

The regulations require that the following minimum affirmative steps are taken to ensure MBE/WBE is afforded every opportunity to participate in generated contracts.

- a. Placing minorities and women on solicitation lists;
- b. Assuring that MBE and WBE firms are solicited whenever they are potential sources;

- c. Dividing the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business enterprises, and women business enterprises;
 - d. Where the requirement permits, establishing delivery schedules that encourage participation by small and minority business enterprises, and women business enterprises;
 - e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - f. Requiring the prime contractor, if subcontractors are to be let, to take all the same.
5. Drug-Free Workplace: The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, *et seq.*) and HUD's implementing regulations at 24 CFR Part 21.

DEVELOPERS are required to provide a drug-free workplace by taking the following steps. DEVELOPER and third party contractor/consultants failing to meet these requirements will be subject to penalties:

- a. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
- b. Establish a drug-free awareness program to make employees aware of: a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
- c. Notify employees that as a condition of employment on a Federal contract or grant, the employee must: a) abide by the terms of the policy statement; and b) notify the employer, within five (5) calendar days, if he or she is convicted of a criminal drug violation in the workplace.
- d. Notify the contracting or granting agency within ten (10) days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
- e. Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
- f. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the Act.

Section XVI – Enforcement, Suspension and Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the DEVELOPER materially fails to comply with any term of the award.

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its obligations under this contract, or if the DEVELOPER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate

this contract by giving written notice to the DEVELOPER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination.

Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the DEVELOPER until such time as the exact amount of damages due the CITY from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

24 CFR 92.504(c)(13) contains provisions for the enforcement of this Agreement. In accordance with 24 CFR 85.43, this Agreement may be suspended or terminated prior to the expiration of the term by unanimous written Agreement by the parties to this Agreement. The CITY may also unilaterally terminate or suspend this Agreement, in whole or in part, upon five (5) day written notice from the CITY to the DEVELOPER including, but not limited to the following reasons:

1. Failure to perform the services set forth in the scope of services and requirements incident thereto.
2. Failure to comply with the provisions of this Agreement.
3. Making unauthorized or improper use of funds provided under this Agreement.
4. Submission of an application, report or other documents pertaining to this Agreement which contains misrepresentation of any material aspect.
5. The carrying out of the Scope of Services or the objectives of this Agreement is rendered improvable, unfeasible, impossible, or illegal.
6. Failure of the U.S. Department of Housing and Urban Development (HUD) to make funds available or if HUD suspends funds for any reason. A default by DEVELOPER under the Mortgage, Note or Declaration of Restrictive Covenants
7. Any event of fraud, misrepresentation, gross negligence, or willful misconduct by Developer in the execution or performance of this Agreement or in its application for participation in the HOME Program.
8. Upon the determination of the CITY that the Agreement be suspended or terminated, without cause.
9. Termination or suspension shall not affect otherwise valid and allowable obligations incurred in good faith prior to receipt of a notice of termination or suspension.

Section XVII – Termination for Convenience of the CITY

In accordance with 24 CFR 85.44 the CITY may terminate for its convenience this Agreement at any time by giving at least thirty(30) days notice in writing to the DEVELOPER. If the contract is terminated by the CITY, as provided herein, the City will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the DEVELOPER will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed to the total service of the DEVELOPER covered by this Agreement, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the

American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

Section XVIII – Default-Loss of Grant Funds

If the DEVELOPER fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the Agreement, and more particularly if the DEVELOPER fails to comply with the terms of set forth in Section XVI of the Agreement, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the DEVELOPER pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the DEVELOPER will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this Agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the CITY as against the DEVELOPER then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited requiring specific performance to compel the DEVELOPER to complete the project in accordance with the terms of this Agreement, in a court of equity. The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

At the CITY's sole discretion, the CITY may choose to require the following actions of the DEVELOPER in lieu of or in addition to termination and cancellation of the contract:

1. Require the use of or change in professional property management;
2. Require immediate repayment by Developer to the CITY of all HOME funds Developer has received under this Agreement;
3. Apply sanctions set forth in 24 CFR 92, if determined by the CITY to be applicable.

Section XIX – Reporting Responsibilities

During construction, the DEVELOPER agrees to submit monthly reports to the CITY on the progress of the project. Reports are due the 15th of each month and will cover activities for the prior month; these reports shall be attached as documentation on City Council agenda requesting DEVELOPER's payment.. The CITY retains the right to request additional documentation to comply with HUD's reporting requirements. If the DEVELOPER fails to submit the monthly progress reports by the due date, no payments will be made to the DEVELOPER under this AGREEMENT until all outstanding reports have been submitted.

The CITY will send the DEVELOPER one reminder notice if the report has not been received fourteen (14) days after the due date. If the DEVELOPER has not submitted a report fourteen (14) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the CITY information as required to determine program eligibility, and financial records pertinent to the project.

At project completion, the DEVELOPER will provide a Project Progress Report signifying completion, with all data and supporting documentation for project closeout as may be required by the CITY.

Annual reports shall include a HOME Rental Project Compliance Report, utility allowance documentation, an Affirmative Fair Housing Marketing Plan, Tenant Selection Policy, and a copy of the Lease Agreement

Section XX – Inspection, Monitoring & Access to Records

1. All records will be maintained by the DEVELOPER for five (5) years after the affordability period ends.
2. The CITY reserves the right to inspect, monitors, and observe work and services performed by the DEVELOPER, at any, and all reasonable times.
3. The CITY reserves the right to audit the records of the DEVELOPER any time during the performance of this Agreement and for a period of five years after the affordability period ends.
4. The DEVELOPER will provide the CITY with a certified audit of the DEVELOPER's records representing the Fiscal Year during which the PROJECT becomes complete pursuant to the requirements of OMB Circular A-133. This audit shall be placed on the city Council's agenda for acknowledgement and acceptance.
5. Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, process site access, and records of the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
6. The DEVELOPER shall maintain all records required by the Federal regulations specified in 92.508 that are pertinent to the activities to be funded under this Agreement. Such records include but are not limited to:
 - a. A full description of each project assisted with HOME funds, including the location, form of HOME assistance, and tenants assisted with HOME funds.

- b. The source and application of funds for each project, including supporting documentation in accordance with 24 CFR 85.20.
- c. Records demonstrating that each rental housing project meets the minimum per-unit subsidy amount of § 92.205(c), the maximum per-unit subsidy amount of § 92.250(a) and the subsidy layering guidelines adopted in accordance with § 92.250(b).
- d. Records demonstrating that each project meets the property standards of § 92.251 and the lead based paint requirements of § 92.355.
- e. Records demonstrating that each family is income eligible in accordance with § 92.203.
- f. Records demonstrating that each rental housing project meets the affordability and income targeting requirements of § 92.252 for the required period. Records must be kept for each family assisted.
- g. Records demonstrating that each multifamily rental housing project involving rehabilitation with refinancing complies with the refinancing guidelines established in accordance with § 92.206(b).
- h. Records demonstrating that any pre-award costs charged to the HOME allocation meet the requirements of § 92.212.
- i. Records demonstrating that a site and neighborhood standards review was conducted for each project which includes new construction of rental housing assisted under this part to determine that the site meets the requirements of 24 CFR 983.6(b), in accordance with § 92.202.

Section XXI– General Conditions

1. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier. Notices shall be mailed to the following address:

CITY address: City of Hattiesburg, Department of Federal and State Programs, P.O. box 1898, Hattiesburg, MS 39403-1898 and City Council, P.O. box 1898, Hattiesburg, MS 39403-1898

DEVELOPER address: Breakthrough Community Services, Inc., 1313 Country Club Road, Hattiesburg, MS 39401

2. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

3. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.
4. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
5. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Mississippi.
6. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Mississippi or the City of Hattiesburg, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
7. The DEVELOPER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the AGENCY of Labor Regulations (29 CFR Part 3), as amended.
8. The DEVELOPER shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.
9. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every nonexempt subcontract. The DEVELOPER also agrees to take such action as the Federal, state or local government may direct to enforce aforesaid provisions.
10. The obligations undertaken by the DEVELOPER pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless the CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.
11. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.
12. DEVELOPER and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally

afforded classified or unclassified employee; further they shall not be deemed entitled to state Compensation benefits as an employee of the CITY.

13. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.
14. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
15. Notwithstanding any terms within this Agreement, in the event that (i) HUD imposes new or modified requirements on HOME-assisted projects through regulation, administrative notice, or other formal notice or (ii) HUD specifically identifies violations of HOME program requirements pertaining to this Agreement or the Project, Developer agrees to comply with any new or modified requirements to ensure the Project remains in or is brought into compliance with such requirements. Developer further agrees to execute an amendment to modify the terms of this Agreement in such manner as necessary to reflect and implement new HOME requirements or correct identified deficiencies. The City shall provide not less than 30-days notice to the Developer of any such modifications.

Section XXII-- Insurance

1. The DEVELOPER shall keep the improvements now existing or hereafter erected on the site subject to this Agreement insured against loss by fire, extended flood coverage, vandalism and malicious mischief, hazards, and such may require and in such amounts as CITY may require. The insurance requirements shall remain in effect until the Affordability Period expires, unless this Agreement is terminated earlier. The CITY shall be named as a loss payee.
2. A Commercial General Liability Insurance Policy shall be provided which shall contain minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and shall include Premises and/or operations, independent contractors, Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
3. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability. The DEVELOPER shall carry Workers' Compensation

insurance for all employees in compliance with the "Workers' Compensation Law" of the State of Mississippi and all applicable federal laws.

4. The DEVELOPER shall require its General Contractor to provide Builder's Risk Insurance in the amount of one hundred percent (100%) of replacement value of the completed structure until Project Completion. Such Builder's Risk policy shall be an all risk form with a deductible not to exceed ten thousand dollars (\$10,000.00) each claim and shall contain a loss payable clause to include City of Hattiesburg, Mississippi. The DEVELOPER shall furnish to the CITY Certificates of Insurance or endorsements evidencing the insurance coverage specified by this Article prior to beginning performance of work under this Agreement. Coverage shall not cease and is to remain in force until all performance required work is completed.
5. The DEVELOPER shall furnish copies of all licenses and certifications of Public Liability Insurance for all HOME projects. These shall be included as documentation in City Council agenda item related to this rental agreement.
6. Insurance Proceeds shall be governed by the following provisions:
 - a. The CITY hereby is authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the Property, and to collect and receive the proceeds from any such policy or policies. Each insurance company hereby is authorized and directed to make payment for all such losses directly to the CITY instead of to Developer and CITY jointly. In the event Developer obtains insurance proceeds from a senior lender, then the CITY may direct the Developer to forward those payments to the CITY.
 - b. In such an event, the CITY may apply the net proceeds, at its option, in whole or in part toward either (a) repairing, restoring, or replacing the improvements on the Property, including, at the CITY's option, the use of proceeds for any other purpose related to the continued use of the Property for the purposes intended by the Mortgage, or (b) toward Developer's outstanding indebtedness to the CITY, whether then matured or to mature in the future.
 - c. The CITY will apply any insurance or condemnation proceeds to the repair, restoration, or replacement of the improvements if all of the following conditions exist: (1) no event of default has occurred and is continuing, (2) CITY reasonably determines that there will be sufficient funds to complete the restoration of the improvements, (3) CITY reasonably determines that the rental income, after restoration of the improvements, will be sufficient to meet all operating and other costs, (4) Lender reasonably determines the restoration will be complete within one year before the maturity date of the loan or one year from the loss or casualty, and (5) the insurance is available.

- d. Prior to releasing the net proceeds of any insurance payment or condemnation proceeds for the purposes above, the CITY may deduct reasonable expenses, including any legal, consulting, or accounting expenses it may incur in the event of a dispute with Developer about the use of such proceeds.
- e. Notwithstanding, if the CITY elects to apply insurance proceeds toward Developer's outstanding indebtedness to the CITY, any proceeds remaining after full repayment of the HOME Loan, any CITY expenses described herein, and any other amounts due from Developer as a result of CITY advances to pay taxes, insurance, or other costs associated with protecting the CITY's interest in the Property shall be released to Developer.
- f. The CITY shall not be liable to Developer or otherwise responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

Section XXIII- Indemnification

- 1. The DEVELOPER shall at all times hereafter indemnify, hold harmless and defend the CITY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional, reckless, or negligent act or omission of the DEVELOPER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the CITY, any sums due to the DEVELOPER under this Agreement may be retained by the CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the CITY.
- 2. In the event that the DEVELOPER contracts with a third party ("Contractor") to provide the construction related services set forth herein, any contract with such third party shall include the following provisions:
 - a. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. These indemnifications shall survive the term of this Contract.

3. The DEVELOPER shall comply with the anti-lobbying legislation set forth in 24 CFR 91.225 in CITY's Consolidated Plan submitted to HUD for the HOME Program; both incorporated herein by reference.
4. The DEVELOPER shall indemnify and save the CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of DEVELOPER's activities under this Agreement, including all other acts or omissions to act on the part of DEVELOPER, including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

IN WITNESS THEREOF,

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

CITY

By: _____
Toby Barker, Mayor

Date: _____

Attest: _____
Kermas Eaton
City Clerk

Date: _____

DEVELOPER

Breakthrough Community Services, Inc.

By: _____

Date: _____

Attest: _____

Date: _____

EXHIBIT "A"

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

Telephone: (601) 582-3475



PROJECT PRO FORMA

709 Highland Avenue

Hattiesburg, MS 39401

Breakthrough Community Services, Inc.
Acquisition Rehab Pro Forma 706 Highland Avenue

Number of Units			
Projected number of months during construction		5	Monthly Int.
Construction Loan/ Interest	0	57000	0.00
USES			
ACQUISITION COSTS		Per Unit	Unit Total
Purchase Price		\$10,000	\$10,000
PREDEVELOPMENT COSTS			
Inspection		\$0	\$0
Appraisal		\$350	
Environmental		\$0	\$0
Other testing		\$300	
Other Legal Fees & Closing Costs		\$2,000	
Subtotal		\$12,650	
CONSTRUCTION COSTS			
HARD COSTS		Per Unit	Amount
Site prep		\$0	
Demolition		\$0	
Construction costs- rehab		\$57,000	
Subtotal Construction costs		\$0	
Construction contingency-	10%	\$0	
Total Construction Costs		\$0	
SOFT COSTS		Monthly costs	
Accounting		\$0	\$0
Appraisal (post rehab)		\$350	\$0
Architect Fees-Design and Supervision		\$0	\$0
Building Permit		\$500	\$75
Builders Risk Ins.	\$ 20.00	\$0	\$100
Closing Costs - Construction		\$0	\$0
Construction Management fee	10%	\$5,000	\$5,000
Inspection Fees		\$0	\$0
Insurance	\$ 80.00	\$100	\$100
Legal Fees		\$0	\$0
Marketing fees	0%	\$ -	\$0
Market Study		\$0	\$0
Property Taxes	\$ 795.94	\$706	\$706
Security	\$ -	\$0	\$0
Survey		\$500	\$500
Title Search/Insurance		\$250	\$250
Utilities	\$ 100.00	\$500	\$500
Construction Loan Fees		\$0	\$0
Construction Loan Interest	\$ -	\$0	\$0
Subtotal Soft Costs		\$1,000	\$1,000
Soft Cost Contingency at the following %:	10%	\$100.00	\$100
Total Soft Cost		\$1,100	\$1,500
Subtotal Development Cost		\$58,000	\$58,000
Developer Fee	10%	\$3,500	\$3,500
Total Development Cost		\$62,800	\$63,000
Capitalized closing at sale		\$0	\$0
Capitalized reserves		\$0	
Subtotal other costs		\$0	\$0
Total Development Cost		\$62,800	\$63,000
Funding Sources		Per Unit	Amount
HOME Funds (City of Hattiesburg)		\$57,000	\$57,000

Breakthrough Community Services, Inc.
 Acquisition Rehab Pro Forma 709 Highland Avenue

Loan with interest at a rate of:	0%	\$0	\$0
(difference of total minus sources)			\$6,000
Total		\$57,000	\$63,000

EXHIBIT "B"



"Breaking the Shackles of Poverty through Service"

Acquisition Rehab Work Specification

Project: 709 Highland Avenue

Laundry Room

- Replace rotten wood and siding

Dining Room

- Remove wall allowing open access to kitchen

Kitchen – rework entire kitchen

- Replace cabinets and countertops
- Move water heater from kitchen; replace and bring up to code

Bathroom (front) – rework

- Salvage tub using shower kit

Middle Bedroom

- Remove door connecting to back bedroom; fill in and cover with sheetrock

Back Bedroom

- Install bathroom

Interior

- Replace all damaged sheetrock
- Replace all paneling with sheetrock

Exterior

- Add handrails to front and side steps

Driveway

- Repave driveway

Roof

- Redo shingles (renail over)



"Breaking the Shackles of Poverty through Service"

General

- Replace all deteriorated boards, rotten wood, soffit, and fascia around home
- Paint house (pressure wash and paint)
- Seal all cracks and holes
- Bring electrical up to code
- Refurbish hardwood floors throughout house
- Replace all interior and exterior doors
- Replace all windows with aluminum insulated windows. All bedroom windows to meet code requirements.
- Replace all rotten wood around home
- Add installation to east side of home
- Insulate attic
- Paint all walls, molding and trim
- Install hardwired smoke detectors
- Install new light fixtures
- Sheetrock ceiling as needed
- Replumb all pipes (water line)
- Install electric heating and air unit

EXHIBIT "C"

U. S. DEPARTMENT OF HUD 04/2016
STATE: MISSISSIPPI

STATE:MISSISSIPPI

2016 HOME PROGRAM RENTS

PROGRAM	EFFICIENCY	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Gulfport-Biloxi, MS HUD Metro FMR Area							
LOW HOME RENT LIMIT	480	514	617	712	795	877	959
HIGH HOME RENT LIMIT	608	652	784	897	981	1064	1147
For Information Only:							
FAIR MARKET RENT	659	681	801	1085	1275	1466	1658
50% RENT LIMIT	480	514	617	712	795	877	959
65% RENT LIMIT	608	652	784	897	981	1064	1147
Pascagoula, MS HUD Metro FMR Area							
LOW HOME RENT LIMIT	520	556	667	771	860	949	1037
HIGH HOME RENT LIMIT	632	652	768	1018	1116	1213	1310
For Information Only:							
FAIR MARKET RENT	632	652	768	1087	1308	1504	1700
50% RENT LIMIT	520	556	667	771	860	949	1037
65% RENT LIMIT	689	739	889	1018	1116	1213	1310
Battiesburg, MS MSA							
LOW HOME RENT LIMIT	461	494	593	685	765	843	922
HIGH HOME RENT LIMIT	538	611	731	883	965	1047	1128
For Information Only:							
FAIR MARKET RENT	538	611	731	1001	1021	1174	1327
50% RENT LIMIT	461	494	593	685	765	843	922
65% RENT LIMIT	598	641	772	883	965	1047	1128
Jackson, MS HUD Metro FMR Area							
LOW HOME RENT LIMIT	515	551	662	765	853	941	1029
HIGH HOME RENT LIMIT	529	686	831	1015	1114	1210	1306
For Information Only:							
FAIR MARKET RENT	529	686	831	1052	1187	1365	1543
50% RENT LIMIT	515	551	662	765	853	941	1029
65% RENT LIMIT	686	737	887	1015	1114	1210	1306
Simpson County, MS HUD Metro FMR Area							
LOW HOME RENT LIMIT	408	437	525	606	676	746	815
HIGH HOME RENT LIMIT	458	551	638	785	856	927	997
For Information Only:							
FAIR MARKET RENT	458	551	638	821	944	1086	1227
50% RENT LIMIT	408	437	525	606	676	746	815
65% RENT LIMIT	531	571	687	785	856	927	997
Yazoo County, MS HUD Metro FMR Area							
LOW HOME RENT LIMIT	376	403	483	558	622	686	750
HIGH HOME RENT LIMIT	466	484	648	765	834	901	969
For Information Only:							
FAIR MARKET RENT	466	484	648	804	888	1021	1154
50% RENT LIMIT	376	403	483	558	622	686	750
65% RENT LIMIT	518	556	669	765	834	901	969

For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.

EXHIBIT "D"

CHDO PROJECT APPLICATION



Breakthrough Community Services, Inc.



1313 Country Club Road
Hattiesburg, MS 39401
Telephone: (601) 582-3475

CITY OF HATTIESBURG

HOME PROGRAM

**COMMUNITY HOUSING DEVELOPMENT
ORGANIZATION (CHDO)**

Project Application 2017

Table of Contents

CHDO OVERVIEW	3
CHDO PROPOSAL FOR FUNDING	3
DEVELOPER FEES	3
CHDO CAPACITY PERFORMANCE POLICY	3
HISTORY AND GOALS OF THE PROGRAM	4
HOME FUNDS TIME LIMITATIONS	4
CHDO SET ASIDE	5
CHDO HOME-FUNDED ACTIVITIES	5
GLOSSARY OF HOME TERMS	5
CHDO APPLICATION SUBMISSION INSTRUCTIONS	8
EVALUATION FORM	9
CHDO APPLICATION FORM	10
CHDO Project Name And Location	10
CHDO Qualifications	10
Application Type.....	11
CHDO Role	11
Population Income Served	11
Sponsored Organization Data	11
Board Listing	12
Development Team Information	13
Development Timeline.....	15
Site Information	15
Development Information	16
Energy And Amenities Information	17
Environmental Assessment.....	18
CHDO PROJECT APPLICATION CHECKLIST	21
CHDO APPLICANTS CERTIFICATION	23

CHDO OVERVIEW

One of the goals of the HOME Program is to establish strong public/private partnerships. The City is required to make all reasonable efforts to maximize participation by private lenders and other members of the private sector.

CHDO: A CHDO is a private, nonprofit organization that meets a series of qualifications prescribed in the HOME regulations. The City must use a minimum of fifteen-percent (15 %) of its annual allocation for housing owned, developed or sponsored by CHDOs. The City will evaluate organizations' qualifications and designate them as CHDOs. CHDOs also may be involved in the program as sub recipients, but the use of HOME funds in this capacity is not counted toward the fifteen percent (15 %) set-aside. A CHDO can act in three (3) different capacity roles as listed below:

Owner: The CHDO is an "owner" when it holds valid legal title to or has a long-term (99-year minimum) leasehold interest in rental property. The CHDO may be an owner with one or more individuals, corporation, partnership or other legal entities.

Developer: A CHDO is a "developer" when it either owns a property and develops a project, or has a contractual obligation to a property owner to develop a project.

Sponsor:

- (1) A CHDO is a "sponsor" for HOME-assisted rental housing when it develops a project that it solely or partially owns and agrees to convey ownership to a second nonprofit organization at a predetermined time. The conveyance may take place prior to, during or upon completion of the development phase.
- (2) A CHDO is a "sponsor" for HOME-assisted homebuyer's program when it owns the property, then shifts responsibility for the project to another nonprofit at some specified time in the development process. The second nonprofit in turn transfers title, along with the HOME loan/grant obligations and resale requirements, to a HOME-qualified homebuyer within a specified timeframe.

CHDO PROPOSAL FOR FUNDING

CHDOs, except those who have had open findings or concerns for a period of 60 days that have not been satisfactorily addressed in accordance with the requirements of the City, may apply for an application for CHDO project assistance.

A Request for CHDO proposals funding is generally issued once a year.

DEVELOPER FEES

A Developer's Fee is compensation to the developer for the time and risk involved to develop the project. It is typically based on the size of the project, the total development cost and the risk associated with the project. The developer's fee is expressed as a percentage of the total development cost. Developers who perform work in a timely fashion and comply with the timelines outlined in the agreement will receive a developer's fee of no more than 10% of the total HOME funds awarded under the agreement.

CHDO CAPACITY PERFORMANCE POLICY

The following attributes and abilities will measure CHDO performance capacity.

Each point noted below must be evidenced in writing and endorsed by the CHDO Board of Directors.

CHDO Programs that apply for project funds must:

- Present documentation of CHDO status in accordance with all applicable HOME requirements in the latest Rule;
- Provide evidence of ties with neighborhood organizations, enterprises and leadership.
- Present an established process for obtaining citizens' input, gathering information and data on housing issues and a market analysis to support the housing solution being proposed by the CHDO Program requesting funds;
- Provide a housing solution linked with the Consolidated Plan; specific and reflective of the population, neighborhood or area being served and supported by a marketing plan;
- Present an established process for meeting funding based on clients' qualifying requirements; equitable method for choosing whom, among many eligible applicants, will receive the proposed housing services;
- Provide a development and management plan for carrying out the housing solution, within a specific time frame, from project planning, site acquisition, project construction and marketing, to warranty support and property standards maintenance throughout the affordability period;
- Present commitments from other funding sources: banking, investors, private lending, grants/loans other than the City of Hattiesburg;
- Provide commitments from qualified persons who will serve as a "development team" or technical consultants for real estate development, engineering, environmental and construction design issues throughout the project;
- Present a functional business office and qualified staff, including non-residential office location/mailling address, phone;
- Provide staff leadership with a verifiable background in non-profit program financial management and federally funded real estate development;
- Present an "emergency" staffing and support plan in the event of an employment crisis.

HISTORY AND GOALS OF THE PROGRAM

The HOME Program was created by the National Affordable Housing Act of 1990 (NAHA), and has been amended several times by subsequent legislation.

Objectives: The intent of the HOME Program is to:

- Provide decent affordable housing to lower-income households,
- Expand the capacity of nonprofit housing providers,
- Strengthen the ability of state and local governments to provide housing, and
- Leverage private-sector participation.

HOME FUNDS TIME LIMITATIONS

Timeframe

The City of Hattiesburg is obligated to commit and spend its allocated funds within certain time frames or face the loss of HOME funds. Therefore, all contracting entities must provide detailed timelines and adhere to those timelines.

- The City has **Twenty-four (24) months** to enter into written agreements with developers, owners, contractors, sub recipients, and Community Housing Development Organizations (CHDOs) to commit HOME funds for a specific project.
- The City, not the developers, owners, contractors, sub recipients and CHDOs has **four (4) years** to expend HOME funds. Those contracting with the City having HOME funded projects are expected to complete projects within eighteen (18) calendar months. The contract execution date is indicated on the cover page of the CHDO contract.

CHDO SET ASIDE

The City must reserve **a minimum of fifteen (15) percent** of its annual allocation for activities undertaken by designated Community Housing Development Organizations (CHDOs).

CHDO HOME-FUNDED ACTIVITIES

The City has determined that the following activities may be undertaken by CHDOs:

Homebuyer activities: HOME funds may finance the acquisition and/or rehabilitation or new construction of homes for homebuyers.

Rental housing: Affordable rental housing may be acquired and/or rehabilitated, or constructed.

Direct Financial Assistance: HOME funds may be used to assist the purchaser of a HOME-assisted housing unit owned, developed, or sponsored by a CHDO with HOME funds as part of their Homebuyer activity.

GLOSSARY OF HOME TERMS

Action Plan: The one-year portion of the Consolidated Plan. It includes the City's annual application for HOME funds.

Affordability: The requirements of the HOME Program that relate to the cost of housing both at initial occupancy and over established timeframes, as prescribed in the HOME Final Rule. Affordability requirements vary depending upon the nature of the HOME assisted activity (i.e., homeownership or rental housing).

Annual Income: The HOME Program allows the use of one of three definitions of annual income: Section 8 annual income; annual income as reported on the U.S. Census long form; and adjusted gross income as defined for reporting on IRS Form 1040.

Commitment. Commitment means one of three things: (1) The City has executed a legally binding agreement with a sub recipient or contractor to use a specific amount of HOME funds to produce affordable housing or provide tenant-based rental assistance; or (2) the City has executed a written agreement reserving a specific amount of funds for a CHDO; or (3) the City has met requirements to commit to a specific local project as defined below.

Commitment to a specific project. Commitment to a specific local project means that a legally binding agreement was executed meeting one of the following sets of requirements: (1) For rehabilitation or new construction projects, the City and the project owner will execute an agreement for an identifiable project under which construction can reasonably be expected to start within 12 months of the agreement date. (2) If the project consists of acquisition of standard housing by the City, the agreement must be a binding contract for the sale of an identifiable property and the property title must be transferred to the City (or other entity) within six months of the date of the contract. (3) If the project involves the acquisition of standard housing and the City is providing HOME funds to a purchaser, under the agreement, the title of the property must be transferred to the purchaser within six months of the agreement date. (4) If the project consists of TBRA, the City

must enter into a rental assistance contract with the owner or the tenant in accordance with the provisions of 24 CFR Part 92.209.

Community Housing Development Organization (CHDO): A private, nonprofit organization that meets a series of qualifications prescribed in the HOME regulations at 24 CFR Part 92.2. The City must award at least fifteen percent (15%) of its annual HOME allocation to CHDOs.

Consolidated Plan: A plan prepared by the City in accordance with the requirements set forth in 24 CFR Part 91 which describes community needs, resources, priorities and proposed activities to be undertaken under certain HUD programs, including HOME.

Group Home: Housing occupied by two or more single persons or families consisting of common space and/or facilities for group use by the occupants of the unit, and (except in the case of shared one-bedroom units) separate private space for each family.

HOME-Assisted Units: A term that refers to the units within a HOME project for which rent, occupancy and/or resale restrictions apply. The number of units designated as HOME-assisted affects the maximum HOME subsidies that may be provided to a project.

HOME Funds: All appropriations for the HOME Program, plus all repayments and interest or other returns on the investment of these funds.

HOME Investment Trust Fund: The term is given to the two accounts - one at the federal level and one at the local level - that "hold" the City's HOME funds. The federal HOME Investment Trust Account is the U.S. Treasury accounts for each participating jurisdiction. The local HOME Investment Trust Fund account includes repayments of HOME funds, matching contributions and payment of interest or other returns on investment.

Household: One or more persons occupying a housing unit.

Income Verification: verification of all amounts, monetary or not, which go to, or on behalf of a household member anticipated to be received from a source outside the household during a 12-month period and annual income derived from assets.

Large Household/Family: Households of five or more persons who include at least one person related to the householder by blood, marriage or adoption.

Low-Income Families: Families whose annual incomes do not exceed eighty percent (80%) of the median income for the area (adjusted for family size).

New Construction: The creation of new dwelling units. Any project which includes the creation of the foundation and framing structure of a dwelling is considered new construction.

Participating Jurisdiction (PJ): The term given to a city, state, or consortium that has been designated by HUD to administer the HOME Program. HUD designation as a PJ occurs if a state or local government meets the funding thresholds, notifies HUD that they intend to participate in the program and has a HUD-approved Consolidated Plan.

Program Income/CHDO Proceeds: Gross income received by the CHDO directly generated from the use of HOME funds.

Project: A site or an entire building or two or more buildings, together with the site or sites on which the building or buildings is located, that are under common ownership, management and financing and are to be assisted with HOME funds, under a commitment by the owner, as a single undertaking.

Project completion: All necessary construction work has been completed and the project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed and the project is ready for occupancy. For owner-occupied rehabilitation projects, completion means that all rehabilitation work has been completed, the City or its designee has performed a final inspection, and the homeowner has accepted the work, as indicated by a final sign-off.

Reconstruction (also rehabilitation): The rebuilding, on the same lot, of housing standing on a site at the time of project commitment. The number of housing units on the lot may not be changed as part of the reconstruction project, but the number of rooms per unit may change. Reconstruction also includes replacing an existing substandard unit of manufactured housing with a new or standard unit of manufactured housing.

Single-Room Occupancy (SRO): Housing consisting of single-room dwelling units that is the primary residence of its occupant or occupants. The unit must contain food preparation and/or sanitary facilities if the project involves new construction, conversion of non-residential space, or reconstruction. If the units do not contain sanitary facilities, the building must contain sanitary facilities shared by the tenants.

Targeting: Requirements of the HOME Program relating to the income or other characteristics of households that may occupy HOME-assisted units.

Total Project Cost: All costs associated with the development of a HOME funded project. HOME participation is computed on a per unit basis and is limited to the lesser of _____- or the subsidy needed to achieve fair market value.

Unit: The basis for calculating HOME support to a project. It is housing for a single household. All HOME funding support is computed and limited on a per unit basis.

Very Low-Income Families: Families whose annual incomes do not exceed fifty percent (50%) of the median income for the area (adjusted for family size).

CHDO APPLICATION SUBMISSION INSTRUCTIONS

INSTRUCTIONS:

1. CHDO applications must be submitted in a three-ring binder. *(Do not submit applications that are bound with rubber bands or clips.)*
2. CHDO applications must be submitted in same order as the application format.
3. Submit *one (1) original and five (5) copies* of the printed CHDO application. Submit one (1) copy of the application on a CD or flash drive.
4. CHDO applications must be computer generated. *(Do not submit handwritten applications.)*

PLEASE SUBMIT CHDO APPLICATION IN THE FOLLOWING ORDER:

1. Evaluation Form FY 2017 – CHDO Application Ranking Criteria page.
2. CHDO Project Application
3. CHDO Applicant's Certification *(Please sign.)*
4. CHDO Application Checklist
5. Attachments

ATTACHMENTS (PLACE THE FOLLOWING ATTACHMENTS IN THE BACK OF THE APPLICATION.)

- | | |
|-----------------------------------|---|
| 1. Maps of project site | 11. Project Pro Forma: sources and uses, sales or operating budgets |
| 2. Pictures of project site | 12. Property appraisal |
| 3. Survey of project site | 13. Firm commitments from other lenders |
| 4. Tax records of property | 14. Contractors list |
| 5. Aerial maps | 15. Proof of site control |
| 6. Site plan | 16. Development team list |
| 7. Market Needs Assessment Survey | 17. CHDO Capacity Assessment |
| 8. Proposed rents | 18. Pictures of adjoining properties (labeled) |
| 9. Waiting lists | |
| 10. List of lenders | |

EVALUATION FORM FY-2017 CHDO APPLICATION

CHDO Name: **Breakthrough Community Services, Inc.**

CHDO Project Name: **Acquisition Rehab**

Address: **709 Highland Avenue**

CHDO Project Funding Request **\$57,000**

Developer Fee **\$5,000**

Ranking Criteria

Applicant Capacity and Track Record (I – VIII; Maximum Points – 30)

*Provide documentation identifying prior housing experience and success with other projects similar to the projects and time schedule. (5 points)

*Provide evidence of fiscal capacity to manage federal funds. (5 points)

*Provide evidence of organization's use of consultants and joint venture partners during previous year. (5 points)

*Provide evidence of neighborhood participation (i.e. letters of support from neighborhood associations and community groups). (5 points)

*Provide documentation identifying organization capacity to implement the project (i.e. staff positions, job descriptions and descriptions and resumes) (5 points)

*Early application submission by _____. (5 points)

Project Quality (IX – XIII; Maximum Points – 30)

*Provide evidence of proposed project activity meeting neighborhood needs supported by neighborhood need assessment, reports or market study. (10 points)

*Submit housing design meeting neighborhood streetscape. (Submit new construction preliminary housing design plan(s) with application). (10 points)

*Provide evidence of application addressing one or more priorities outlined in the three-year Consolidated. (10 points)

Project Leverage (XIV – XXII; Maximum Points – 20)

*Provide evidence of identified non-federal leverage dollars. (5 points)

*Provide evidence of secured project financing. (5 points)

*Identify how previous year program proceeds will be used towards organization progression for self-sufficiency. (5 points)

*Does the ratio for the number of units proposed in this application average the amount of funds requested. (3 points)

*Will any of the proposed housing units be LEED certified? (2 points)

Project Feasibility (XXIII – XXIV; Maximum Points – 20)

*Does application identify realistic funding request, and are budget/expenses reasonable. (5 points)

*Does application identify site control? Is ownership of property established? (5 points)

*Is proposed property in compliance with city and county zoning requirements? (5 points)

*Provide letter(s) of commitments from other funding sources. (5 points)

CRITERIA	POOR	FAIR	AVERAGE	GOOD	EXCELLENT
Applicant Capacity & Track Record	1 - 6	7 - 12	13 - 18	19 - 25	26 - 30
Project Quality	1 - 6	7 - 12	13 - 18	19 - 25	26 - 30
Project Leverage	1 - 4	5 - 9	10 - 13	14 - 17	18 - 20
Project Feasibility	1 - 4	5 - 9	10 - 13	14 - 17	18 - 20
TOTAL POINTS					

THRESHOLD SCORE = 75

MAXIMUM SCORE = 100

City of Hattiesburg Department of Federal and State Programs
CHDO APPLICATION FORM

All information requested in this document is mandatory and must be submitted with your CHDO application.

CHDO NAME AND PROJECT LOCATION

CHDO Name: Breakthrough Community Services, Inc.		
CHDO Address: 1313 Country Club Road		
Hattiesburg	MS	Zip: 39401
Contact Name: Dequandra Johnson	Title: Housing Counselor	
Contact e-mail: dequandramobc@aol.com	Phone: (601) 582-3475	
Development Name: Acquisition Rehab		
Development Address: 709 Highland Avenue		
Hattiesburg	MS	Zip: 39401

CHDO QUALIFICATIONS

Legal Status:

Federal Identification Number: 31-1676092
 DUNS Number: 133128244
 Certified CHDO: Yes
 City Council Ward: Ward 5

Other Attachments:

Audit of Financial statements (most recent year): N/A
 Quarterly Financial Statement: Yes
 Secretary of State Documentation: Yes
 Resolution endorsing Affirmative Marketing Policy: Yes

Please answer the following questions	Yes	No
Do any unsatisfied judgments exist against the applicant/developer or any related party?		X
Are there any homeowners or tenant complaint against the CHDO unresolved arising from the development of housing units assisted with federal HOME set-aside funds?		X
<i>If "Yes" has been answered in any of the above questions, please attach a separate explanation.</i>		
Total number of single family projects developed to date:	5	
Total number of rental projects developed to date:	2	
Total number of multifamily projects developed to date:	N/A	
Total number of units:	7	
Type of units: (i.e. Family, Elderly, Special needs):	Family	

APPLICATION TYPE

☐ Home Ownership

☒ Rental

Type of Units

Single Family

☒

Multifamily

Eligible Uses of HOME funds:

- Acquisition and/or rehabilitation of rental housing,
- New construction of rental housing,
- Acquisition and/or rehabilitation of homebuyer properties,
- New construction of homeowner properties, direct financial assistance to purchasers of HOME assisted housing sponsored by a CHDO with HOME funds.

Ineligible:

- Tenant Based Rental Assistance,
- Homeowner rehabilitation,
- Brokering or other real estate transaction.

CHDO ROLE (Must be completed)

☒	Owner
☒	Developer
☐	Sponsor (All contractual agreements must be submitted for approval.)

POPULATION INCOME SERVED (Must be completed)

☐	At least 20% of the rental residential units in this development will be rent-restricted and occupied by individuals whose income is 50% or less of area median income as adjusted by family size and published annually by HUD.
☐	At least 40% of the rental residential units in this development will be rent-restricted and occupied by individuals whose income is 60% or less of area median income as adjusted by family size and published annually by HUD.
☒	Single family. Must serve individuals whose income is 80% or less of area median income.

SPONSORED ORGANIZATION DATA

Organizations being sponsored must sign the application as well.

☐	Sole Proprietor	☒	Non-Profit Corporation
☐	Limited Partnership	☐	Corporation
☐	General Partnership	☐	Limited Liability Corporation

Sponsor's address must be a valid mailing address. All development correspondence will be mailed to the ownership entity.

Address: 1313 Country Club Road		
City: Hattiesburg	State: MS	Zip Code: 39401
County: Forrest	Phone #: (601) 582-3475	
Contact Person: Dequandra Johnson	Fax #: (601) 582-0149	
Federal Tax ID#: 31-1676092	Principle purpose of organization: Housing Counseling Agency & Affordable Housing Development	

Name of general partner(s), managing LLC member(s), principals or contact person:

Arthur L. Siggers	Phone #: (601) 582-3475	% Ownership: N/A
Warren Carter	Phone #: (601) 310-0250	% Ownership: N/A
Dequandra Johnson	Phone #: (601) 582-3475	% Ownership: N/A

BOARD LISTING

Please list CHDO board members and home addresses. Indicate if they are residents of the neighborhood by placing an "R" by the Census Tract number.

Name	Address	Identify Resident Census Tract	Board Member Position
Arthur L. Siggers	1313 Country Club Road Hattiesburg, MS 39401	000600	Chairman
Annie McGee	102 Plantation Drive, Apt. 4 Hattiesburg, MS 39401	020302	Vice-Chairman
Delories Williams	600 Broad Street Hattiesburg, MS 39401	000300	Secretary
Clarence McGee	307 Fairway Drive Hattiesburg, MS 39401	000600	Board Member
Charles Paige	4 Montrose Court Hattiesburg, MS 39402	020301	Board Member
Ratonia Shaw	1609 Vernon Street Hattiesburg, MS 39401	000600	Board Member
Milton Gavin	1005 Rushing Avenue Hattiesburg, MS 39401	000800	Board Member
Warren Carter	733 Grace Avenue Hattiesburg, MS 39401	001100	Advisory / Non-Voter Member

DEVELOPMENT TEAM INFORMATION

GENERAL PARTNER/MANAGING ORGANIZATION

Name: Breakthrough Community Services, Inc.		
Address: 1313 Country Club Road		
City: Hattiesburg	State: MS	Zip: 39401
Contact Person: Dequandra Johnson	Phone #: (601) 582-3475	Fax #: (601) 582-0149

GENERAL CONTRACTOR

Name: TBD		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:

DESIGN ARCHITECT AND FIRM

Name: N/A		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:

SUPERVISORY ARCHITECT AND FIRM

Name: N/A		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:

REAL ESTATE BROKERAGE FIRM

Name: N/A		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:
Years of single family sales experience:		
Total number of units sold Low Income:		Total Units:

ATTORNEY AND FIRM

Name: Charles Lawrence		
Address: 1105 Edwards Street		
City: Hattiesburg	State: MS	Zip: 39401
Contact Person:	Phone #: (601) 582-4157	Fax #:
Does an identity of interest or business association exist between the Applicant, Applicant's Board, Developer, Developer's Board or Owner, Owner's Board and any other member of the development team? If members of the development team are related or associated in any way, please indicate the nature of the relationship. Examples of such overlapping interests or relationships include: family relationships; acting as a director, officer or owning stock in corporations; being partners (general or limited) or principals in a partnership; members in a limited liability company; or managing, advising or directing other corporate or business entities.		
If there is an identity of interest, please describe. No		
Provide the names of those development team members which have been determined, including sponsoring organization, consultant, tax accountant, and any others involved in the development team.		
N/A		

List any direct or indirect, financial or other interest a member of the above team may have with another member of the team for this development. List "none" if there are no identities of interest.
None

HUD 92.356 Conflict of Interest

- (a) *Applicability.* In the procurement of property and services by the participating jurisdictions, State recipients, and subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.
- (b) *Conflicts prohibited.* No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds and who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from any HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- (c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

Describe any conflict of interest and persons covered based on the information provided above

N/A

DEVELOPMENT TIMELINE

Activity Date of Scheduled Completion Date (month July year 2017)

A.	Site Control:	Deed
	Option	
	Site acquisition/Purchase	Purchased 01/24/17
B.	Financing:	N/A
	Construction loan	
	Conditional commitment	
	Loan closing	
C.	Plans and Specifications	02/15/2017
	Preliminary drawings	N/A
	Initial working drawings	N/A
	Working drawings & specifications	N/A
D.	Closing and Transfer of Property	N/A
E.	Construction Starts	03/01/2017
F.	Completion of Construction	07/31/2017
G.	Marketing Period	08/01/17 – 10/01/17
H.	First Building to be Placed in Service	N/A
I.	Last Building to be Placed in Service	N/A

SITE INFORMATION (Must be completed)

Property Address **709 Highland Avenue** (Submit separate sheet for each parcel of land)

Does the organization have site control of the property?

☒

Yes

☐

No

If **yes**, site control is in the form of:

☒
☐

Deed

Purchase contract

☐
☐

Option

Other:

Expiration date of contract or option: (month, date & year)

Site Control documentation must include map and a complete legal description of the property.

Total Cost of land: **\$10,000**

Exact area of site: **709 Highland Avenue, Hattiesburg, MS 39401**

Seller:		
Address:		
City:	State:	Zip Code:

Present zoning classification:

Is a conditional use permit required?

N/A

When is approval for it expected?

N/A

Was property acquired with HOME or CDBG funds?

☐

Yes

☒

No

(If yes, include contract number and funding year)

Are all utilities presently available to the site?

☒

Yes

☐

No

Site currently used for:	Residential - Dilapidated House
Prior site uses:	Residential

ADJOINING LAND USES

Describe adjoining land uses:	
North	Residential
South	Residential
East	Residential
West	Residential

DEVELOPMENT INFORMATION

Total number of units to be developed under this proposal: 1	Number of Substantial Rehab units: 1
Number of New Construction units: 0	Number of Minor Rehab units: (less than \$25,000.00) 0

Type of units:

☐
☐

Single Family

Townhouse

☒
☐

Rental:

Other:

Targeting of units:	Number of Units:
☐ Very Income (30% AMI)	_____
☒ Low Income (50% AMI)	1
☐ Moderate Income (80% AMI)	_____
☐ Homeless individuals or homeless families	_____
☐ Elderly (62 or older)	_____
☐ Large Family (4 or more bedrooms)	_____
☐ Physically & Mentally disabled	_____

NOTE: Do not double count units when targeting special populations.

Type of building:	Type of construction:
Electrical Service: Overhead	Public Water/Sewer Yes

	Unit square footage	Number of bedrooms	Number of baths	Covered porch area
For single family				
For rental	1276	3	1	Yes
Parking space:				
Type of parking spaces:	Garages: 0	One car carport: X	Two car carport:	
Total handicapped parking space: N/A		Total designated parking spaces per unit: N/A		Total guest spaces per unit:

Type of Floor Area:	Square Feet:
Heated floor area:	1276
Non-heated floor area:	122
Total floor area:	1154

ENERGY AND AMENITIES INFORMATION

Energy Equipment System & Fuel Type (forced air, gas, hot water, etc.)

Heating:	Electric
Air Conditioner:	Electric
Domestic hot water:	Electric

Unit Amenities Included with Low-Income Units

	Play Area		LEED		Other:
	Security Systems		Other:		
Unit Amenities (Check all that apply)					
X	Range/oven	X	Hood Fan	X	Disposal
	Washer & dryer	X	Laundry hookup only	X	Dishwasher
	Microwave	X	Refrigerator		Patio/Balcony
	Blinds/Shades		Drapes	X	Cable TV Hookup
X	Sheet Vinyl Flooring		Ceramic Tile		Carpet
X	HVAC	X	Sleeve and A/C unit	X	Laundry room
	Trash Compactor	X	Ceiling fans	X	Other: Hardwired smoke detectors

ENVIRONMENTAL ASSESSMENT

GENERAL INFORMATION

Is any part of the site within or near (within 1/4 mile) the following: (If "Yes", please provide written explanation)			
	Yes	No	Unknown
Environmental Corridor (Check with County or Regional Plan Commission)			X
100-year Flood Plan			X
Designated Wetland			X
Prior Land Fill/Dump Site		X	
Known Point of Archaeological Interest		X	
Industrial Area		X	
Railway Corridor		X	
Airport Traffic Zone		X	
Attach listings of other possible pollutants or nuisances (unusual odors, noises, storage tanks, etc.)			

ENVIRONMENTAL RISKS

This section is intended to summarize information regarding conditions at the property or building which may present environmental risks or potential hazards. For each potential hazard or condition listed in the left column please indicate your knowledge or information of its current or historic presence by checking one of the three columns on the right portion on the page.

1. If you know of or suspect the evidence or the presence of a potential hazard or condition, please place a check in the YES column.
2. If you are neither aware of nor suspect any evidence of a potential hazard or condition, please place a check in the NO column.
3. If you are unsure of the presence of a potential hazard or condition, please place a check in the UNKNOWN column.

REAL ESTATE TAXES, ASSESSMENTS, AND OTHER FEES/CHARGES

Year of most recent property assessment: 2016			
Equalization Rate:	Land: \$705.95	Improvements:	Total:
Provide copies of property taxes for three preceding years.			
If a nonprofit, has the taxing authority agreed to exempt the project from real estate taxes or to offer a payment in lieu of taxes? <i>N/A</i>			
Any special assessments, levied or pending? Describe nature, duration and amount: <i>N/A</i>			
Sewer Access Charge	\$0	Street Extension	\$0
Water Access Charge	\$0	Impact Fees	\$0
Park Dedication Fee	\$0	Other (specify)	\$0
What, if any, off-site public improvements are required? None () Specify: <i>N/A</i>			
Describe cost and funding plan for construction of these off-site improvements: <i>N/A</i>			

LINKAGES AND SERVICES

NAME AND DISTANCE TO NEAREST:

	Name	Distance
Grocery Store	Steelman's Grocery	0.4 miles
Convenience Store	FastMart	1.9 miles
Place of Worship	Mt. Olive Baptist Church	0.6 miles
Hospital	Forrest General Hospital	2.9 miles
Post Office	U.S. Post Office	2.0 miles
Banks	Bancorp South	1.8 miles
Shopping Center	Walmart Supercenter	2.3 miles
Day Care Center	Myers Daycare	0.8 miles
Elementary School	Rowan Elementary	0.2 miles
Middle School	N. R. Burger Middle School	2.2 miles
High School	Hattiesburg High School	2.6 miles
Senior Citizen Center	Hattiesburg Health & Rehab (Convalescent Home)	1.8 miles
Bus Stop	William Carey University	0.8 miles
Special Transit Services	Hub City Transit	2.2 miles

PRESENCE OF POTENTIAL HAZARDS OR CONDITIONS (Check appropriate box)	Yes	No	Unknown
Has a Hazardous or Toxic Substance discharge occurred at the property?		X	
Are any Hazardous or Toxic Substances stored at the property?		X	
Are Underground Storage Tanks* present at the property?		X	
Are Aboveground Storage Tanks* present at the property?		X	
Are there Pipeline Discharges at or from the property?		X	
Surface Contamination, Stained soils/Pavement, Stressed Vegetation present?		X	
Suspicious Containers or Drums present at the property.		X	
Empty paint cans present?		X	
PCB's (Polychlorinated Biphenyls).		X	
Electrical Transformers, Capacitors or Fluorescent Light Ballast present.		X	
Are there Old White Goods? (i.e., refrigeration equipment) present?		X	
Have VOCs (Volatile Organic Compounds) been detected or reported at the property?		X	
Are any Waste Disposal Areas present on the property?		X	
Any evidence of Pesticides?		X	
Are any Scrap Metal Piles on the property?		X	
Potable or monitoring Wells?		X	
Septic Systems?		X	
Holding Tanks.		X	
Any Hazardous Thermal Insulating Materials (Area Formaldehyde) present.		X	
Asbestos Containing Materials (ACM)?			X

PRESENCE OF POTENTIAL HAZARDS OR CONDITIONS CONTINUED (Check appropriate box)	Yes	No	Unknown
Lead Piping in Domestic Water System?			X
Lead-based Paint (Lead Concentrations)?			X
Building Code Violations?			X
Structural Deficiencies?		X	
Termites, Pests, Rodents?		X	

Please furnish any additional information known to you that relates to the presence of conditions or materials at the property, which may pose a threat to human health, safety or the environment.

The following items will be required after feasibility analysis and must be submitted as requested during the loan approval process. Please provide if currently available.

☐

Phase I Environmental Audit.

CHDO PROJECT APPLICATION CHECKLIST

MANDATORY ITEMS TO BE REVIEWED

Please follow and use this checklist in submitting your application. Your application will be considered incomplete if any of the following items are missing. Further review will not resume until missing items are received.

CHDO PROJECT APPLICATION

Check if Included

Exhibit number

X	Project Application (1 original, 5 copies, and 1 copy on CD or flash drive)	
X	Applicant Certification Page with Signatures	
X	CHDO Application	
X	Organizational Documents (i.e. Charter/Articles of Incorporation and Bylaws)	19
X	IRS Tax – Exempt Certification	20
X	State Certification	21
X	Current Signature Board Listing	4
N/A	Nonprofit Corporation Tax Return (990 form)	5
X	CHDO Capacity Assessment Report and exhibits	17
X	Market Needs Assessment/Study	7
X	Affirmative Fair Housing Marketing Plan	7
N/A	Conceptual drawings. If available, provide elevation	7
X	Maps of project site	1
X	Pictures of project site	2
N/A	Survey of project site	3
N/A	Tax records of property	4
X	Aerial maps	5
X	Site plan	6
X	Demographic data of area	7
N/A	Proposed rents, if rental project	8
X	Waiting list, if available	9
N/A	List of lenders, if available	10
N/A	Project sources and uses	11
X	Project pro forma	11
X	Property appraisal	12
X	Firm commitments from other lenders	13
X	Contractors list	14
X	Proof of site control	15
N/A	Development team list	16


Breakthrough Community Services, Inc.
1313 Country Club Road
Hattiesburg, MS 39401
Telephone: (601) 582-3475

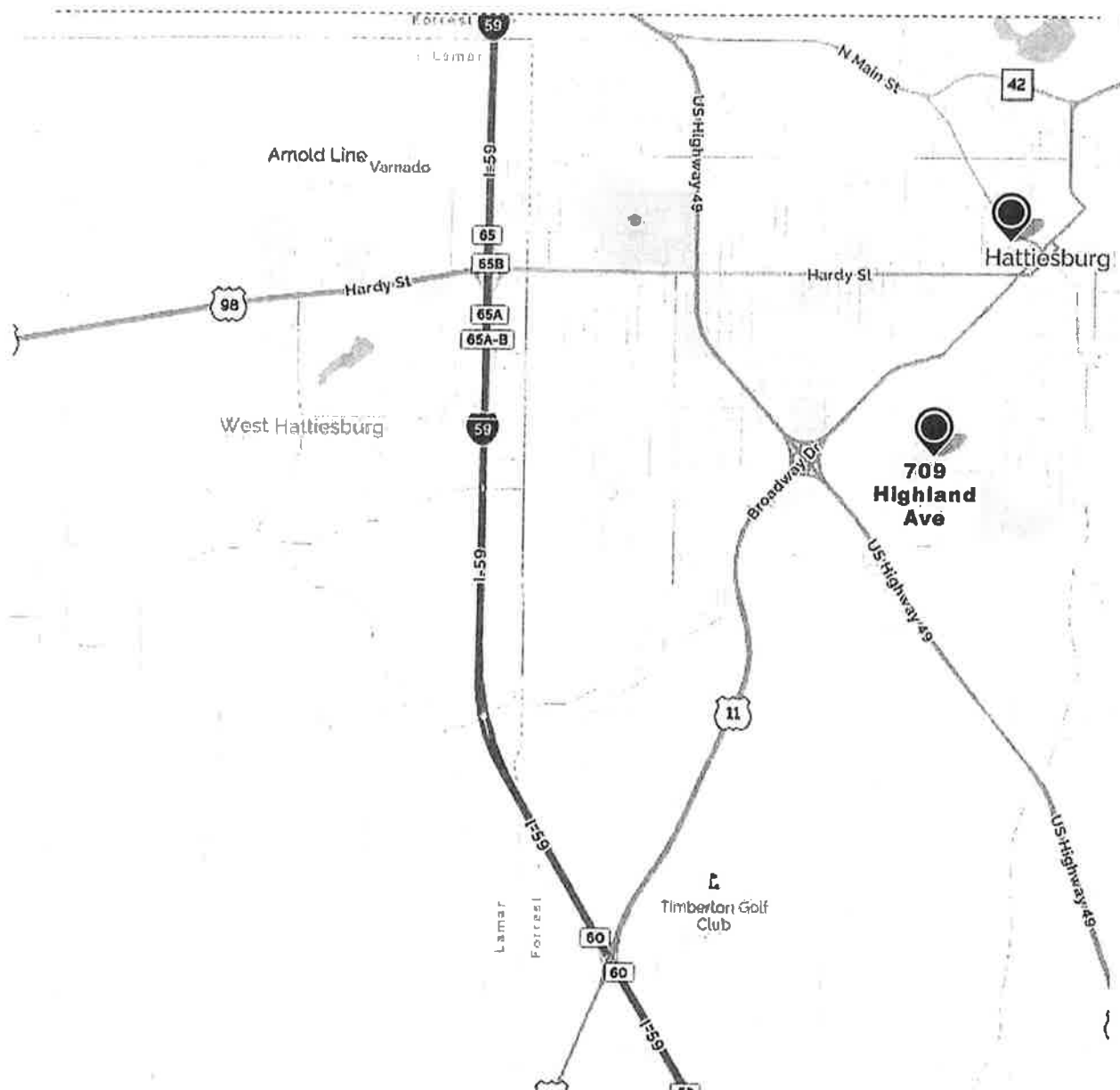
MAPS OF PROJECT SITE

709 Highland Avenue
Hattiesburg, MS 39401

Search Results for "709 HIGHLAND AVENUE, HATTIESBURG, MS"

page 1 of 1

1. 709 Highland Ave
709 Highland Ave,
Hattiesburg, MS 39401-7660



709 Highland Ave



Map data ©2017 Google 200 ft



709 Highland Ave

Hattiesburg, MS 39401

Breakthrough Community Services, Inc.

1313 Country Club Road

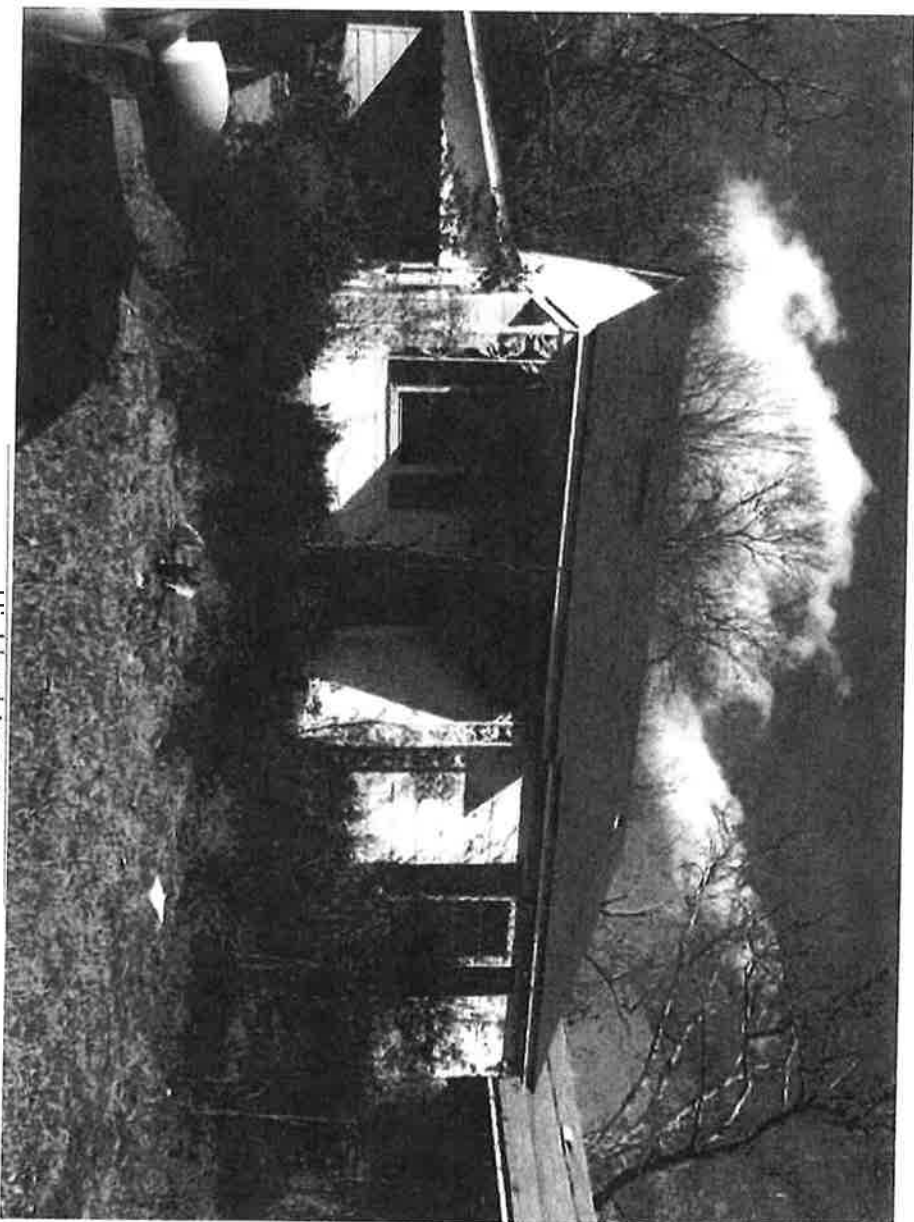
Hattiesburg, MS 39401

Telephone: (601) 582-3475



PICTURES OF PROJECT SITE

**709 HIGHLAND AVENUE
HATTIESBURG, MS 39401**



709 Highland Avenue
Hattiesburg, MS 39401
Front View

1/27/2017

709 Highland Ave - Google Maps

Google Maps 709 Highland Ave

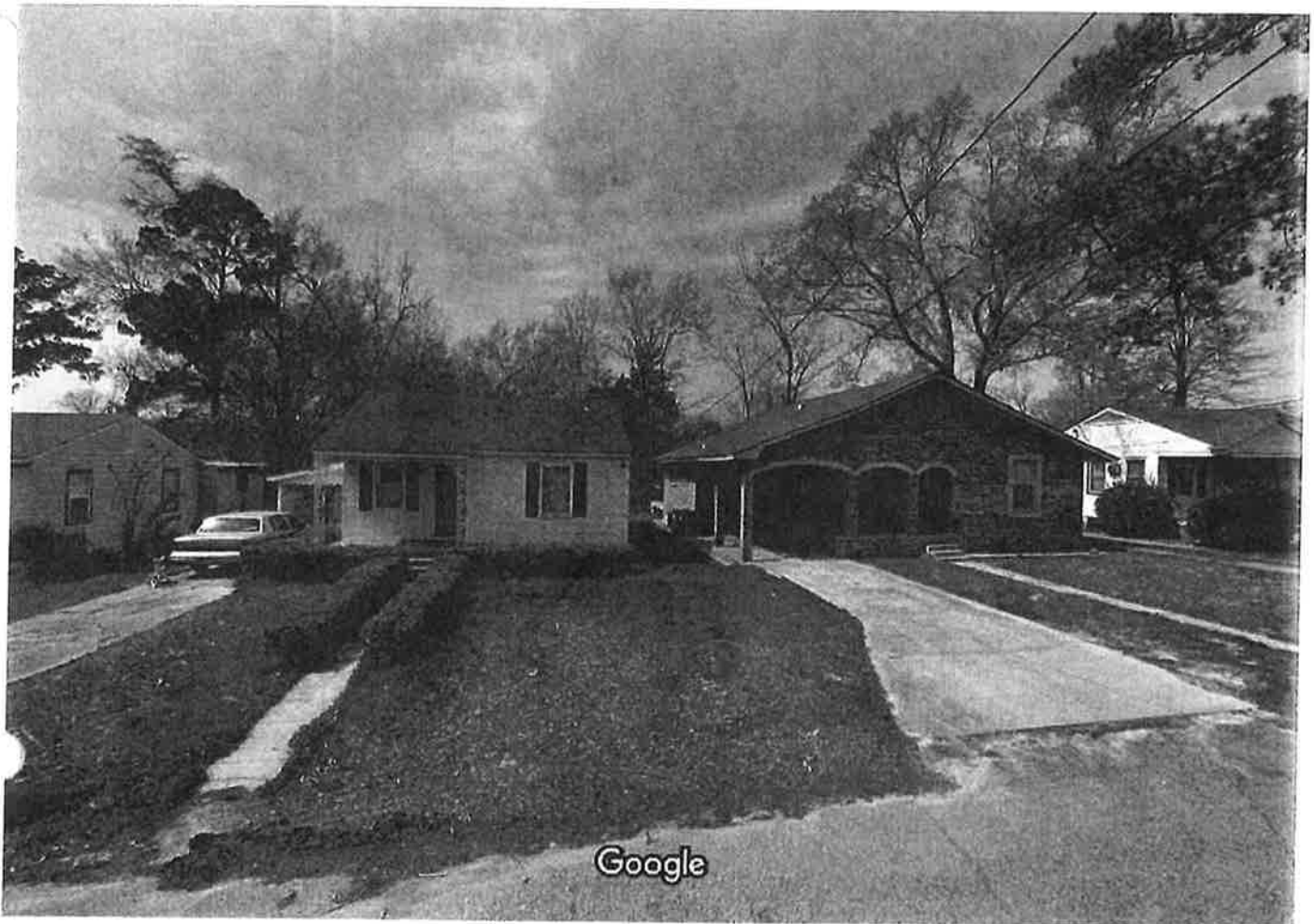
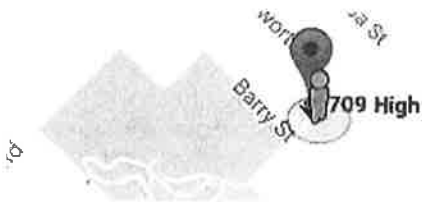
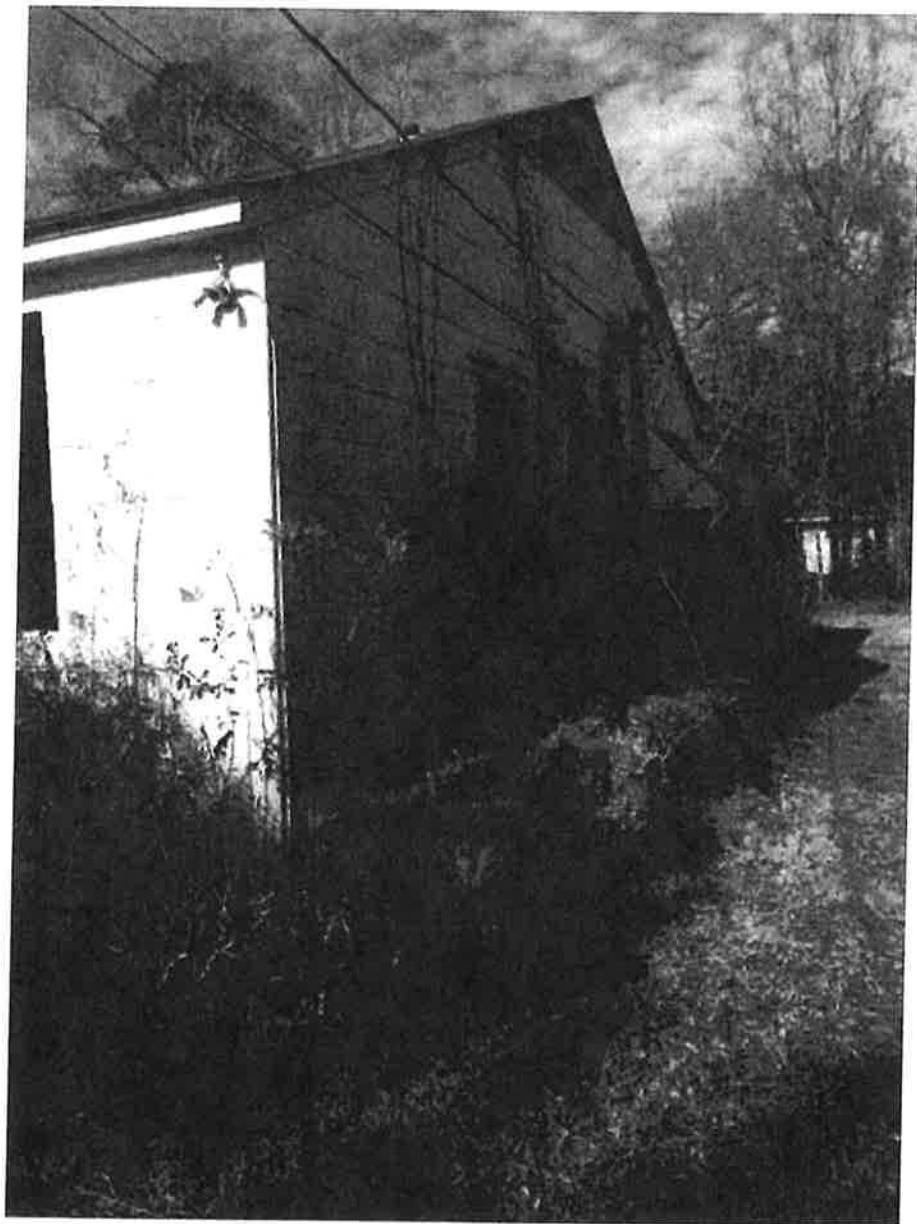


Image capture: Mar 2014 © 2017 Google

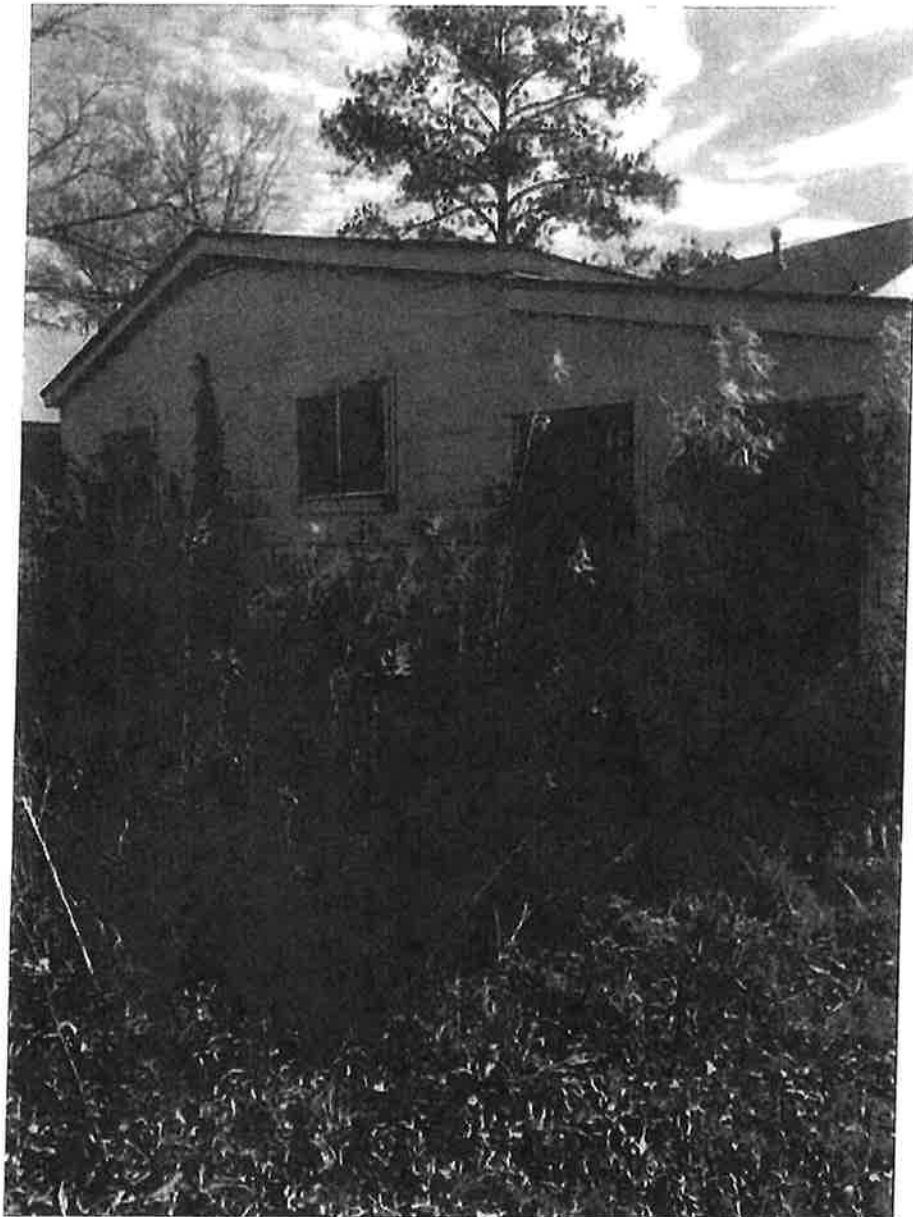
Hattiesburg, Mississippi

Street View - Mar 2014





709 Highland Avenue
Hattiesburg, MS 39401
Exterior Side View (Right)



709 Highland Avenue
Hattiesburg, MS 39401
Exterior Back View


Breakthrough Community Services, Inc.
1313 Country Club Road
Hattiesburg, MS 39401
Telephone: (601) 582-3475

SURVEY OF PROJECT SITE

709 Highland Avenue
Hattiesburg, MS 39401



Breakthrough Community Services, Inc.
1313 Country Club Road
Hattiesburg, MS 39401
Telephone: (601) 582-3475

709 Highland Avenue

A survey of the proposed project will be completed prior to rehabilitation of the home to ensure that all improvements are positioned properly. The home was recently acquired and therefore a survey has not been completed.

Legal Description:

A part of Lot 2, Block 35 of the D. D. McInnis Third Survey or Addition of the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows: to-wit:

Begin at the East corner of Lot 3, Block 35 of said survey, which point is located at the intersection of the SW margin of Ashford Street, with the NW margin of 25th Avenue and run thence along the NW margin of 25th Avenue in the southeasterly direction 200 feet to and for the point of beginning, run thence at right angles and parallel with Ashford Street in a Northwesterly direction 120 feet, run thence at right angles and parallel with 25th Avenue in a Southwesterly direction 120 feet, run thence at right angles and parallel with 25th Avenue in a Southwesterly direction 50 feet, run thence at right angles and parallel with Ashford Street in a Southeasterly direction 120 feet to the NW margin of the 25th Avenue, run thence at right angles in a Northeasterly direction along the NW margin of 25th Avenue 50 feet to the point of beginning.

The above described land is a part of Section 16, Township 4 North, Range 13 West, in the County of Forrest, State of Mississippi, together with all improvements thereon and appurtenances thereto belonging:

Parcel 2-038F-16-165.00 by the Forrest County Tax Assessor/Collector's tax roll and is located at 709 Highland Avenue, Hattiesburg, Mississippi.



Breakthrough Community Services, Inc.
1313 Country Club Road
Hattiesburg, MS 39401
Telephone: (601) 582-3475

TAX RECORDS OF PROJECT SITE

**709 Highland Avenue
Hattiesburg, MS 39401**



Breakthrough Community Services, Inc.
1313 Country Club Road
Hattiesburg, MS 39401
Telephone: (601) 582-3475

Please note, There are no current tax records for the property located at 709 Highland Avenue, Hattiesburg, MS because the property was recently acquired by Breakthrough Community Services, Inc.; therefore the records ,will not reflect the information that is requested.

This information will be provided to once the deed has been recorded and county records reflect the transfer.



Breakthrough Community Services, Inc.
1313 Country Club Road
Hattiesburg, MS 39401
Telephone: (601) 582-3475

AERIAL MAPS

**709 Highland Avenue
Hattiesburg, MS 39401**

Google Maps



Imagery ©2017 Google, Map data ©2017 Google 200 ft



Breakthrough Community Services, Inc.

1313 Country Club Road

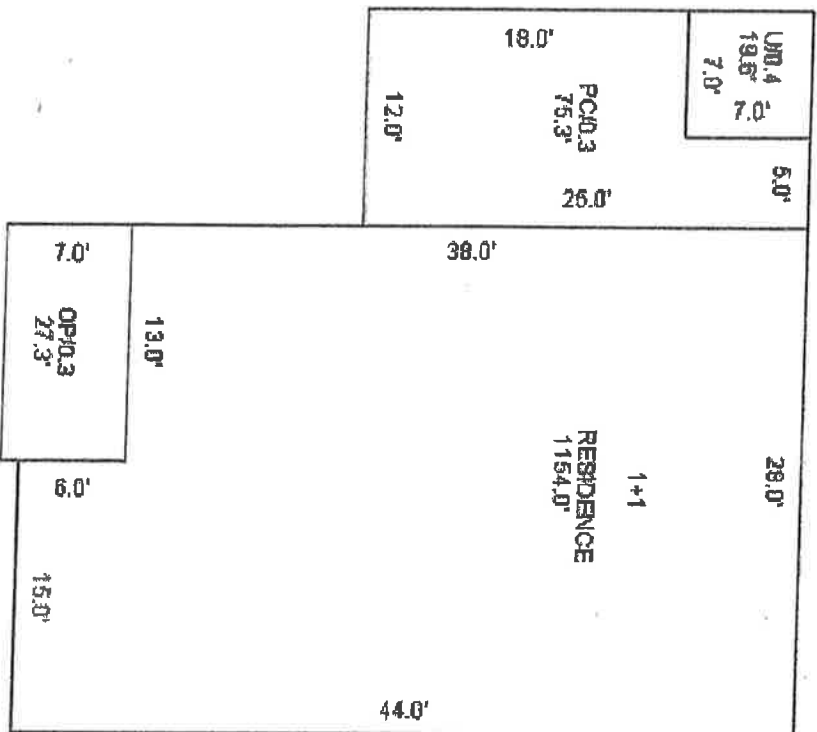
Hattiesburg, MS 39401

Telephone: (601) 582-3475

SITE PLAN

709 Highland Avenue

Hattiesburg, MS 39401



Sketch by Apex Windows™

709 Highland Avenue:

Proposed project recently purchased. No official work description is available. Works rehab specifications will be available February 6, 2017.


Breakthrough Community Services, Inc.
1313 Country Club Road
Hattiesburg, MS 39401
Telephone: (601) 582-3475

MARKET NEEDS ASSESSMENT SURVEY

**709 Highland Avenue
Hattiesburg, MS 39401**

Market Needs Assessment

Organization: Breakthrough Community Services, Inc.	Project Name: Acquisition Rehab – Highland Ave
Organization Address: 1313 Country Club Road	Funding year: 2017
Contact Person: Dequandra Johnson	Title: Housing Counselor
Phone: (601) 582-3475	Email address: dequandramobc@aol.com
Project address: 709 Highland Avenue	City, state, zip: Hattiesburg, MS 39401

Please answer the following questions related to the project to the best of your ability. Do not leave any question blank. If not applicable or information is not available, please state so in the applicable section. The information provided in this document will be used by the City to assess the market need for the project.

Project:

Provide a site analysis including area and exposure, lot size, zoning, current use, history, drainage, flood hazard, soil conditions, utility and services, easement and encroachments, hazardous or toxic material, surrounding land uses, current improvement on site.

This project is located at 709 Highland Avenue, in the Mt. Olive-Tatum-Lillie Burney Neighborhood Association. The proposed property will function as a rental unit. The property is newly acquired by our organization in the hopes of development affordable housing. The property is located within the City limits of Hattiesburg, in Forrest County. The home rehabilitation will make the home affordable and energy efficient.

Describe the project location, type of project proposed, improvements, proposed unit type and mix, construction quality, size and dimensions, construction detail, unit features, recreational facilities, parking facilities, general layout and efficiency and site improvements.

The property is located at 709 Highland Avenue. The home is a 3 bedroom/1 bathroom unit with a covered carport. The home is 1154 square ft.

Area:

Provide demographics including population, households, average household size, median household income, average household income, employment/unemployment, residential housing activity, transportation and commercial development.

The Mt. Olive-Tatum-Lillie Burney Neighborhood consists of a mixture of low income and low to moderate income individuals and families. The majority of neighborhood residents are made up of 70% homeowners and 30% renters. The average household income does not exceed 50% of the Area Median Income (AMI). Residents of this community represent employed and unemployed population and retirees.

General market trends:

If this is a rental project list the current vacancy rate for the census tract and source of data.

Census tract	Rental vacancy rate in zip code	Average rent for proposed unit size in zip code	Total units available for rent in zip code	Source of data
Block Group 4 Census Tract 6 Forrest, County Mississippi		\$785		www.census.gov

Provide a narrative describing the current general market trends that support the development of the additional rental units

Neighborhood/area consists of homeowners and renters which are low income households. Within Forrest County, there is a demand for housing and a particular increase in rental housing versus homeownership due to lack of financial stability and credit eligibility. We anticipate the need for housing will continue to increase within this community. We estimate that the economic and population growth will have a direct effect on the low income community. For individuals seeking suitable, affordable housing we are confident that there is a market for eligible tenants.

For homeownership projects

Census tract	Total properties for sale in zip code	Average sales price in zip code	Source of data
N/A			

Provide a narrative describing the current general market trends that support the development of the additional homeownership housing units.

N/A

Neighborhood market:

Provide a narrative of the immediate project area market conditions and positive conditions that support development of the units at the proposed pricing.

The proposed project is situated in the City limits of Hattiesburg, in the southeast section of town (Mt. Olive-Tatum-Lillie Burney Neighborhood). The property is central to transportation, public schools, higher learning, shopping, and employment. The location is easily accessible. Its proximity to necessary services such as Wal-Mart, Gas Stations, convenience stores, pharmacies, Forrest General

Hospital, Police and Fire Department, Lillie Burney Elementary School, Rowan Upper Elementary School, William Carey University and The University of Southern Mississippi. Public transportation route and stop is within walking distance by 0.2 miles.

Community conditions:

Describe the immediate physical/social conditions that support the development of housing.

The immediate and social conditions that support the development of this proposed project involve the need for affordable housing within the area. There are a number of properties in the southeastern section of town that are dilapidated, abandoned, and in need of home maintenance. In an effort to provide affordable housing and revitalize the neighborhood we believe the need for repairs to homes within the area can aid in the transformation of neighborhoods by revitalization and stabilization. To avoid a high rate of vacant residential and property abandonment within our community we believe the revitalization is key to addressing homes within this community.

Target population pool:

Discuss whether a sufficient pool of target households exists in the primary geographic market area to support the project; or sufficient primary data (waiting lists or client lists) is presented to support timely occupancy of the development upon completion.

In the geographic location of the proposed project, there is a target household. The area is composed of low to moderate families who are both homeowners and renters. Housing needs throughout this target area range from homelessness, emergency repairs, substantial rehabilitation, and home maintenance which are in severe need of revitalization.

Affordability:

Discuss the current market prices and if they are affordable to a reasonable range of incomes (the range=minimum income required to afford: maximum eligibility income).

The current market prices within Forrest County often eliminate those of low income and low to moderate income levels due to lack of affordability. Currently, rental properties in Hattiesburg average \$600 minimum. What we are noticing is the lack of decent, safe and affordable housing does not reflect the community and housing conditions. There is indeed a shortage of affordable housing in our area.

Needs:

Discuss the project design (unit types, sizes, amenities, services) and how it reflects the apparent needs and desires of the target population.

This proposed project is a single family residence consisting of 3 bedrooms and 1 bathroom. The project design will address exterior and interior rehab and update the home to international code standards as well as affordability in term of rent and energy efficiency. The proposed project will meet the needs and desires of our target population of low to moderate households.

Site:

Examine the subject site, surrounding development patterns, demographics and other relevant factors that influence the development potential.

There is a lack of development in the area. The community is in need of revitalization.

Supply:

Identify and evaluate the relevant competitive supply of affordable housing in the area.

There is no competitive supply of affordable housing in the area.

Competitiveness:

Discuss the project price, location condition and amenities and how they are reasonably attractive in comparison to other housing choices available to low-income areas for households.

The proposed project is priced at an estimate of \$58,000. Rehabilitation to this site will make a considerable difference within the community and street in which the house is located. Some homeowners within the area have engaged in homeowner repairs and maintenance.

Appraisal:

Discuss how the acquisition costs are supported by appraisal or by evidence of market value and whether it is reasonable given site remediation and prep costs.

An official appraisal has not been conducted. Our organization anticipates an appraisal within sixty days. We have used comparable of homes within the area that have been appraised.

Summary:

Provide a summary based on an overall analysis of the project that provides the supporting evidence of the need for this project.

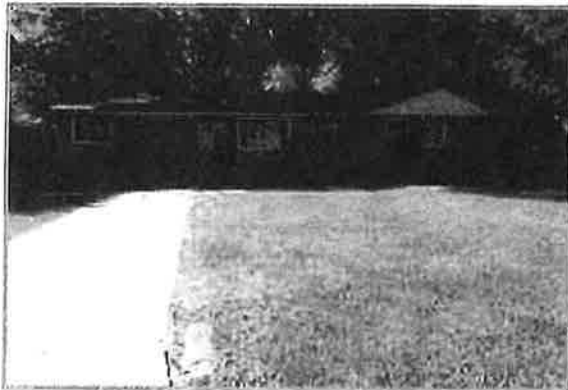
Breakthrough Community Services, Inc. believes there is an increase in the rental market versus homeownership. The communities in which we serve are low to moderate families and or individuals who may not be ready for homeownership and are struggling to find suitable affordable housing. While we do promote homeownership we do understand that our target population is seeking affordable housing opportunities in general. We are familiar with the needs of the community and are seeking to provide safe, decent affordable housing. By creating communities of opportunity in needed neighborhood, we help empower the economically challenged low to moderate residents as part of our strategy.

Comparable Photo Page

Borrower	Breakthrough Community Services, Inc.				
Property Address	1205 Country Club Rd				
City	Hattiesburg	County	Forrest County	State	MS Zip Code 39401
Lender/Client	BancorpSouth Appraisal Department				

**Comparable 1**

700 Ellis Ave
 Prox. to Subject 0.39 miles E
 Sales Price 45,500
 Gross Living Area 1,200
 Total Rooms 6
 Total Bedrooms 3
 Total Bathrooms 1.1
 Location N;Res;
 View N;Res;
 Site 6,500 sf
 Quality Q4
 Age 45

**Comparable 2**

711 Crestview Dr
 Prox. to Subject 0.64 miles NW
 Sales Price 76,900
 Gross Living Area 1,296
 Total Rooms 6
 Total Bedrooms 3
 Total Bathrooms 2.0
 Location N;Res;
 View N;Res;
 Site 13,193 sf
 Quality Q4
 Age 59

**Comparable 3**

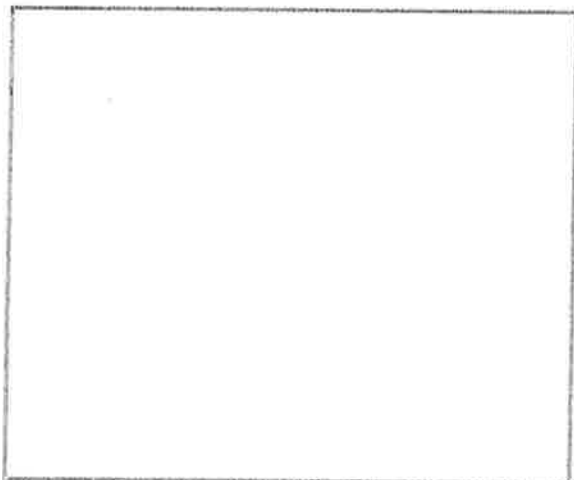
715 Crestview Dr
 Prox. to Subject 0.61 miles NW
 Sales Price 88,500
 Gross Living Area 1,611
 Total Rooms 7
 Total Bedrooms 3
 Total Bathrooms 2.0
 Location N;Res;
 View N;Res;
 Site 10,224 sf
 Quality Q4
 Age 60

Comparable Photo Page

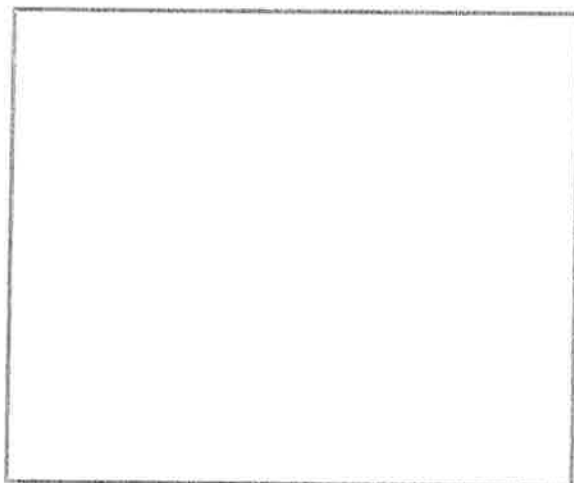
Borrower	Breakthrough Community Services, Inc.		
Property Address	1205 Country Club Rd		
City	Hattiesburg	County	Forrest County
State	MS	Zip Code	39401
Lender/Client	BancorpSouth Appraisal Department		

**Comparable 4**

1611 Pecan Dr
 Prox. to Subject 0.63 miles N
 Sale Price 44,000
 Gross Living Area 1,000
 Total Rooms 6
 Total Bedrooms 3
 Total Bathrooms 1.0
 Location N;Res;
 View N;Res;
 Site 10,500 sf
 Quality Q4
 Age 61

**Comparable 5**

Prox. to Subject
 Sale Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

**Comparable 6**

Prox. to Subject
 Sale Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

Breakthrough Community Service Inc.

Affirmative Marketing Plan

Breakthrough community services Inc. will not discriminate on the basis of race color or national origin. We will advertise units and solicit applications in accordance with the fair housing law.

When soliciting applicants, we will utilize various community contacts in order to develop a wide range of potentially eligible persons. These contacts will include, but not be limited to the following:

- Public Library
- Network with Community based organizations
- Social Service providers (Social security, DHS, Section 8, Housing Authority)
- Income Based Apartments
- Community Calendars via Hattiesburg American, Impact Newspaper and online.
- Local radio stations
- Churches
- Local Laundromats
- Local places of employment bulletin boards such as, hospitals, grocery store, small businesses, etc.
- City hall

Applications for the homes and services offered will be available in several of the above locations throughout the City of Hattiesburg. In addition, applications will be mailed to prospective applicants upon request.

In order to inform persons who are not likely to apply for housing, we will identify said groups and actively make every effort to reach these particular groups.

We will work closely with the local Housing Authority to target those people on their approved waiting list.

Flyers, pamphlets, posters and brochures will be developed and distributed throughout the community. Once a large pool of applicants has been developed, they will be referred to our Homebuyers Education Program. This program utilizes the curriculum approved by Mississippi Home Corporation.

The home buyer education program will provide counseling services on subjects such as budgeting, credit issues, mortgage qualification and closing costs requirement.

The households that apply for homes will be screened for preliminary income eligibility by comparing their total income to the low and moderate income limits adopted by HUD. Applicants will be notified of their eligibility status.

Having screened applicants for preliminary income eligibility, we will analyze the income and household sizes of applicants to determine which applicants have the assets and/or income necessary to purchase and/or rent the available unit(s). The same process will be followed for applicants who apply for additional programs where income guidelines are enforced; these programs include Utility Assistance and Emergency Repairs.

After which, we will interview each applicant to verify the applicant's income and household size; determine the applicant's asset availability; and review the applicant's credit history. Applicants will be required to submit income verification for each household member 18 years or older. This process shall be utilized in establishing the final certified applicant group.

This process will be based on a method of "first come first serve" basis. This process will be continued until all the units are occupied.

All marketing efforts will be maintained on file (i.e. copies of newspaper, telephone call logs, and letter logs, etc.)

Records describing our efforts and the results of our marketing plan will also be maintained and kept on file.

All advertisements will contain the fair housing opportunity logo and/or statement.

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

Telephone: (601) 582-3475



PROPOSED RENTS

**709 Highland Avenue
Hattiesburg, MS 39401**



Breakthrough Community Services, Inc.
1313 Country Club Road
Hattiesburg, MS 39401
Telephone: (601) 582-3475

Non-Applicable



Breakthrough Community Services, Inc.
1313 Country Club Road
Hattiesburg, MS 39401
Telephone: (601) 582-3475

WAITING LIST

709 Highland Avenue
Hattiesburg, MS 39401

Breakthrough Community Services, Inc.
1313 Country Club Road
Hattiesburg, MS 39401
Telephone: (601) 582-3475



Rental Inquiry Waiting List

Patrice Arrington
105 Live Oak Drive
Hattiesburg, MS 39401
Telephone: (205) 224-3579

Kawana Hartfield
209 Crowder Street
Hattiesburg, MS 39401
Telephone: (601) 270-2463

Cora M. Barnes
412 Highland Avenue
Hattiesburg, MS 39401
Telephone: (601) 467-5804

Noland Ramos
204 East 3rd Street, Apt #7
Hattiesburg, MS 39401

Malasia Bridges
52 Mose Owens Road
Tylertown, MS 39667

Nikkilla Milton
11 Pennell Lane
Collins, MS 39428

Peggy Garner
39 Gum Street
Sumrall, MS 39482
Telephone: (562) 481-2948

Stephanie Miller
109 Plantation Drive, Apt #3
Hattiesburg, MS 39401
Telephone: (601) 287-1028

Tiffany Gholar
76 Toney Drive Apt. 2
Hattiesburg, MS 39401

April Lee
214 South 21st Avenue
Hattiesburg, MS 39401
Telephone: (601) 467-1091

Demetria Pittman
7 North Lane
Hattiesburg, MS 39402
Telephone: (601) 818-9662

Breakthrough Community Services, Inc.
1313 Country Club Road
Hattiesburg, MS 39401
Telephone: (601) 582-3475



LIST OF LENDERS

**709 Highland Avenue
Hattiesburg, MS 39401**



Breakthrough Community Services, Inc.
1313 Country Club Road
Hattiesburg, MS 39401
Telephone: (601) 582-3475

Breakthrough Community Services, Inc. will not require a lender
for this proposed project.



Breakthrough Community Services, Inc.

"Breaking the Shackles of Poverty through Services"

I, **Richard Barnett**, Chief Financial Officer, certify that Breakthrough Community Services, Inc. conforms to the financial accountability standards of 24 CFR 84-21, Standards for Financial Management Systems.

I further certify that Breakthrough Community Services, Inc. operates internal control in compliance with policies and procedures and maintains all accounting measures and records.

Breakthrough Community Services, Inc. is in compliance with federal government funding requirements and therefore does not exceed the funding threshold that constitutes a single financial audit.

Under penalty of perjury, I certify that the above information and the information contained in any attachments or supplement is true, correct, and complete.


SIGNATURE OF CHIEF FINANCIAL OFFICER

1-27-2017
DATE

Sworn to and subscribed before me this, the 27th, day of January, 2017


NOTARY PUBLIC



BREAKTHROUGH COMMUNITY SERVICES, INC.

FINANCIAL MANAGEMENT ACCOUNTING PROCEDURES

The following regulations are general guidelines and operating procedures that outline the accounting procedures for Breakthrough Community Services, Inc.

GENERAL

The accounting system adheres to general accepted accounting policies (GAAP), which include the following:

Accrual accounting financial statements are prepared using the accrual basis of accounting.

ADMINISTRATIVE

The organization employs personnel in order to maintain the accounting system of its files and documents.

The accounting records are updated on a monthly basis and subject to the scrutiny of the executive director and/or board of directors on a periodic basis.

BUDGETS

The Board of Directors approves an annual operating budget for the organization's fiscal year. An annual operating budget includes all monetary and in-kind revenue and expenditures necessary to provide services.

This annual budget serves two important purposes. First, the budget is the monetary expression of the Board of Director's annual service goals. Second, it is the operating guide for measuring the actual costs of service to estimated costs. In addition, the annual budget is reviewed to ensure that the percentage of nonprofit administrative costs to direct services costs is reasonable. Direct services costs may include, but are not limited to, such costs as rent, utilities, and staff salaries.

Administrative costs are functional costs that relate to the specific management of the program, such as secretarial costs and the portion of the Executive Director's salary related to time spent managing the organization.

ACCOUNTING SYSTEM

The organization has a chart of accounts. Expenses for restricted grants are to be charged to separate accounts/departments. Double-entry bookkeeping is used to balance accounts. Journals are kept for payroll, cash disbursements, cash receipts, and general ledger.

Statements of financial position and activities are prepared monthly.

Internal Control

Checks require more than one signature.

Vouchers and invoices are stamped "paid" when checks are mailed.

Bank Statements are reconciled monthly.

A person who does not sign checks, handle or record cash received is to perform the bank statement reconciliation.

Different individuals perform each of the following functions:

- **Authorize expenditures and payments**
- **Record transactions and sign checks.**

The petty cash fund:

Requires that a receipt be completed each time cash is taken from the fund, recording the name of the person receiving the money, the date, the amount, and what the money is used for.

The petty cash fund is replenished at regular intervals.

An annual audit by a certified public accountant is conducted, and a management letter accompanies the audited statements.

Mail is opened by someone who does not record cash or prepares bank deposits. Checks are removed, a list is prepared and totaled for that day's receipts by the person opening the mail, and copies of checks are made.

The Board of Directors approves the Executive Director's expenses.

The bank statement is reconciled each month by someone who does not sign checks.

The organization has employee dishonesty insurance.

Deposits

Bank deposits are made the same day funds are received.

All checks, cash, etc. are sent to the bookkeeper for recording.

All checks, cash, etc. are placed in a locked file cabinet until deposited.

The person receiving the mail is different from the person recording the amounts in the cash receipts book.

All deposit records are initialed by a signing authority designated by the Board.

All funds are deposited in the assigned financial institution.

Checks are promptly stamped "for deposit only."

Bank deposits are compared with the daily lists of checks received by someone other than the person opening the mail or making the bank deposits.

Payments

Accounts payable are paid early enough to take advantage of any discounts or before late penalty charges apply.

Before a payment is made, the invoices are reviewed to ensure:

- **The goods were received or services rendered**
- **The invoice was approved by the appropriate person**
- **The proper general ledger account identified**

When the check is written, the invoice is stamped paid and the check number written on the invoice to ensure the check is not paid twice.

Payments are always made by check except for some small dollar amounts. In this case the staff must utilize petty cash. See petty cash section for the petty cash policies.

Check Signing

The Board appoints the signing officers. One other person is also appointed signing officer in case one of the first two signing officers is absent.

The relevant invoice and/or pertinent documentation accompany the check for the signing officer's review.

The check stub is used to ensure a record of the check is maintained for future recording in the accounting records.

Sequentially numbered personalized checks are used to maintain a proper control over the checks. Voided checks are kept and clearly marked "VOID".

Disbursements

Supporting documents are kept for each expenditure made, including, but not limited to, invoice or receipt, packing slip, and timesheets for personnel expenditures.

Payment vouchers are used to record written authorization for expenditures and to serve as a notation of which accounts are charged.

The Executive Director approves all check preparation prior to checks being prepared.

The majority of disbursements are made by check.

The petty cash fund box is kept in a secure place, with only one or two people having access to the fund.

All disbursements are supported by invoices or receipts.

Disbursements are approved by a limited number of employees who have authority delegated to them.

Two signatures are required on checks.

The person who prepares the checks does not have signature authority.

Check signers review supporting documents before signing any checks.

A stamp or voucher is used to document approvals, date paid, and account charged for each invoice.

Bank Reconciliation

Bank reconciliations are prepared and balanced on a monthly basis. A signing officer on a regular basis reviews the bank reconciliations.

UN-AUDITED FINANCIAL STATEMENTS

Monthly financial statements are completed and presented to the Board for acknowledgement and acceptance.

Clarifications of the organization's records are directed to the Executive Director. The Executive Director obtains information and/or clarification and then reports back to the Board.

CAPITAL PURCHASES AND BIDS

Capital Purchases

Purchases greater than \$500.00 are approved by the Executive Director.

Purchases greater than \$5,000.00 are approved by the Board of Directors.

Generally, the organization seeks three quotations for purchases greater than 1,500.00 where at least three suppliers are available for that service or product. Purchases greater than \$5,000.00, at the discretion of the Board of Directors, are put to bid.

BIDS

Bids are advertised for a period of not less than two weeks (14 calendar days) from the closing date.

All bids are returned to the organization's office in a sealed envelope marked: "For the Bid of (Identify project name)", and all bids are kept in a safe place until the time of opening. A board representative or a Board signing authority is present during the opening of the bids.

The Executive Director records all bids, including the name of the company, amount of bid and the name of the project. Copies of the bid packages are not for public knowledge; however, the amounts of the bids and the names of the companies can be given to the public for information. All other information is confidential.

Upon approval of a bid, a contract is signed and approved by both parties. It becomes a part of the accounting records.

The lowest bid may not necessarily be acceptable if the Board deems it in the best interest of the organization to not give the project to the lowest bidder.

Capital Expenditures

Tangible assets exceeding \$300.00 per unit which last beyond a year are classified as capital expenditures. This ensures the establishment of an inventory list.

CONFLICT OF INTEREST

The purchase of goods or services are not made from any employee or director of the organization. Members of the Board of Directors must declare a conflict of interest with regard to financial terms, as per the provisions of the organization's general by-laws.

The purchase of personal items for employees or directors is not allowed.

PAYROLL

Salaried employees are paid twice a month on the 15th and 30th.

All payroll records are maintained by the fiscal officer outlining the breakdown of the deductions, hours and, amount of payroll.

Personnel records are kept on file.

Written authorizations from the Executive Director are required for:

- Employees added to payroll
- Changes in rate of pay
- Employees taken off the payroll

Time and attendance records, signed by employee and supervisor, are kept on file as supporting

documentation for personnel expenditures.

REIMBURSEMENT OF EXPENSES

A travel expense report is prepared when requesting reimbursement of personal expenses such as out of town meals and travel expenses.

Mileage expenses are reimbursed at the rate of .345 cents per mile. Invoices accompany meals and hotel expenditures.

Fixed Assets

Detailed records are maintained for fixed assets.

An inventory of fixed assets is performed at least annually.

Fixed assets are insured based on value or replacement cost.

Compliance

The organization pays all of its payroll taxes on time.

The organization completes and files its IRS Form 990 annually.

The organization complies with all charitable solicitation registration and reporting requirements in all states where funders are domiciled.

The person signing checks examines the supporting documents before signing to assure accuracy and validity of payment.

Check signers and others involved in financial transactions are covered by fidelity bonds.

A supply of unused, pre-numbered checks is kept on the premises and is securely locked.

The cash balance is recorded after each check is written.

Breakthrough Housing Counseling and Education
Analysis of Revenues & Expenses - Detail
October 2015 to September 2016

Accounts	Annual Budget (This Year)	MTD Actual (This Year)	% of Annual Budget Used (This Year)	YTD Actual (This Year)	MTD Actual (Last Year)	YTD Actual (Last Year)
Revenues						
004001 - MHI Grant Funds	\$11,000.00	\$0.00	40.82 %	\$4,490.11	\$0.00	\$7,755.00
004002 - MOBC Annual Budget Funds	\$25,000.00	\$0.00	100.00 %	\$25,000.00	\$6,249.99	\$24,999.96
004005 - MOBC Inkind/Supplies/Equip	\$6,345.37	\$0.00	100.00 %	\$6,345.37	\$1,586.34	\$6,345.36
004007 - MOBC In Kind Office Space	\$8,000.00	\$0.00	100.00 %	\$8,000.00	\$2,000.01	\$8,000.04
004008 - MOBC In Kind ADM/MED/FICA/Insurance	\$6,300.00	\$0.00	100.00 %	\$6,300.00	\$1,575.00	\$6,300.00
004009 - MOBC In Kind ADM/Salary	\$16,000.00	\$0.00	100.00 %	\$16,000.00	\$3,999.99	\$15,999.96
004010 - Utility Assistance Grant COH	\$15,000.00	\$0.00	0.00 %	\$0.00	\$1,499.53	\$9,584.67
004011 - Rent Income from 506 Hall Avenue	\$7,800.00	\$0.00	12.82 %	\$1,000.00	\$700.00	\$6,550.00
004014 - Misc Income	\$3,000.00	\$0.00	240.68 %	\$7,220.30	\$0.00	\$12,890.36
004015 - Rental Income from 1205 CCR	\$7,200.00	\$0.00	83.33 %	\$6,000.00	\$600.00	\$5,742.00
004017 - Emergency Repair CDBG	\$50,000.00	\$0.00	0.00 %	\$0.00	\$0.00	\$2,500.00
Total Revenues	\$155,645.37	\$0.00	51.63 %	\$80,355.78	\$18,210.86	\$106,667.35

Breakthrough Housing Counseling and Education
Analysis of Revenues & Expenses - Detail
October 2015 to September 2016

Accounts	Annual Budget (This Year)	MTD Actual (This Year)	% of Annual Budget Used (This Year)	YTD Actual (This Year)	MTD Actual (Last Year)	YTD Actual (Last Year)
Expenses						
050107 - Other Individual Counseling	\$6,000.00	\$0.00	0.00 %	\$0.00	\$0.00	\$0.00
050115 - Pre-Purchase Education	\$10,000.00	\$0.00	45.44 %	\$4,543.54	\$0.00	\$7,755.00
050119 - Food for Homebuyer Classes	\$0.00	\$0.00	0.00 %	\$107.07	\$0.00	\$0.00
050121 - Supplies	\$0.00	\$0.00	0.00 %	\$0.00	\$0.00	\$293.60
050124 - MOBC/Supplies/Equip	\$6,345.37	\$0.00	0.00 %	\$0.00	\$0.00	\$0.00
050126 - MOBC In Kind Office Space	\$8,000.00	\$0.00	0.00 %	\$0.00	\$0.00	\$0.00
050127 - MOBC In Kind ADM/MED/FICE/Insurance	\$6,300.00	\$0.00	0.00 %	\$0.00	\$0.00	\$0.00
050128 - MOBC In Kind ADM/Salary	\$31,000.00	\$0.00	0.00 %	\$0.00	\$0.00	\$0.00
050129 - Utility Assistance Program	\$15,000.00	\$0.00	0.00 %	\$0.00	\$429.20	\$7,534.99
050131 - Maintenance/Expenses 506 Hall Ave	\$800.00	\$0.00	155.33 %	\$1,242.62	\$0.00	\$0.00
050132 - Contingency Fund	\$15,000.00	\$0.00	1.66 %	\$249.00	\$0.00	\$11,634.17
050133 - Alexis Roche Fund	\$0.00	\$0.00	0.00 %	\$1,888.00	\$0.00	\$1,650.00
050134 - Maintenance/Expense 1205 CCR	\$7,200.00	\$0.00	13.89 %	\$1,000.00	\$0.00	\$578.27
050136 - Emergency Repair Expense	\$50,000.00	\$0.00	0.00 %	\$0.00	\$0.00	\$0.00
Total Expenses	\$155,645.37	\$0.00	5.80 %	\$9,030.23	\$429.20	\$29,446.03
Net Total	\$0.00	\$0.00	0.00 %	\$71,325.55	\$17,781.66	\$77,221.32

Breakthrough Housing
Analysis of Revenues & Expenses - Detail
October 2014 to September 2015

Accounts	Annual Budget (This Year)	MTD Actual (This Year)	% of Annual Budget Used (This Year)	YTD Actual (This Year)	MTD Actual (Last Year)	YTD Actual (Last Year)
Revenues						
004001 - MHI Grant Funds	\$11,000.00	\$0.00	70.50 %	\$7,755.00	\$0.00	\$13,047.00
004002 - MOBC Annual Budget Funds	\$25,000.00	\$6,249.99	100.00 %	\$24,999.96	\$0.00	\$0.00
004005 - MOBC Inkind/Supplies/Equip	\$6,345.37	\$1,586.34	100.00 %	\$6,345.36	\$0.00	\$0.00
004007 - MOBC In Kind Office Space	\$8,000.00	\$2,000.01	100.00 %	\$8,000.04	\$0.00	\$0.00
004008 - MOBC In Kind ADM/MED/FICA/Insurance	\$6,300.00	\$1,575.00	100.00 %	\$6,300.00	\$0.00	\$0.00
004009 - MOBC In Kind ADM/Salary	\$16,000.00	\$3,999.99	100.00 %	\$15,999.96	\$0.00	\$0.00
004010 - Utility Assistance Grant COH	\$15,000.00	\$1,499.53	63.90 %	\$9,584.67	\$3,735.82	\$3,735.82
004011 - Rent Income from 506 Hall Avenue	\$7,800.00	\$700.00	83.97 %	\$6,550.00	\$650.00	\$5,275.00
004013 - Alexis Roche Fund	\$0.00	\$0.00	0.00 %	\$0.00	\$0.00	\$5,188.00
004014 - Misc Income	\$3,000.00	\$0.00	429.68 %	\$12,890.36	\$0.00	\$0.00
004015 - Rental Income from 1205 CCR	\$7,200.00	\$600.00	79.75 %	\$5,742.00	\$0.00	\$0.00
004017 - Emergency Repair CDBG	\$40,000.00	\$0.00	0.00 %	\$0.00	\$0.00	\$1,715.00
Total Revenues	\$145,645.37	\$18,210.86	71.52 %	\$104,167.35	\$4,385.82	\$28,960.82

Breakthrough Housing Counseling and Education
Analysis of Revenues & Expenses - Detail
October 2014 to September 2015

Accounts	Annual Budget (This Year)	MTD Actual (This Year)	% of Annual Budget Used (This Year)	YTD Actual (This Year)	MTD Actual (Last Year)	YTD Actual (Last Year)
Expenses						
050107 - Other Individual Counseling	\$6,000.00	\$0.00	0.00 %	\$0.00	\$0.00	\$0.00
050115 - Pre-Purchase Education	\$10,000.00	\$0.00	77.55 %	\$7,755.00	\$0.00	\$3,861.00
050121 - Supplies	\$0.00	\$0.00	0.00 %	\$293.60	\$0.00	\$0.00
050124 - MOBC/Supplies/Equip	\$6,345.37	\$0.00	0.00 %	\$0.00	\$0.00	\$0.00
050126 - MOBC In Kind Office Space	\$8,000.00	\$0.00	0.00 %	\$0.00	\$0.00	\$0.00
050127 - MOBC In Kind ADM/MED/FICE/Insurance	\$6,300.00	\$0.00	0.00 %	\$0.00	\$0.00	\$0.00
050128 - MOBC In Kind ADM/Salary	\$31,000.00	\$0.00	0.00 %	\$0.00	\$0.00	\$0.00
050129 - Utility Assistance Program	\$15,000.00	\$429.20	50.23 %	\$7,534.99	\$2,475.32	\$6,211.14
050131 - Maintenance/Expenses 506 Hall Ave	\$800.00	\$0.00	0.00 %	\$0.00	\$0.00	\$0.00
050132 - Contingency Fund	\$15,000.00	\$0.00	77.56 %	\$11,634.17	\$325.00	\$1,994.58
050133 - Alexis Roche Fund	\$0.00	\$0.00	0.00 %	\$1,650.00	\$0.00	\$1,650.00
050134 - Maintenance/Expense 1205 CCR	\$7,200.00	\$0.00	8.03 %	\$578.27	\$0.00	\$0.00
050136 - Emergency Repair Expense	\$40,000.00	\$0.00	0.00 %	\$0.00	\$0.00	\$0.00
Total Expenses	\$145,645.37	\$429.20	20.22 %	\$29,446.03	\$2,800.32	\$13,716.72
Net Total	\$0.00	\$17,781.66	0.00 %	\$74,721.32	\$1,585.50	\$15,244.10



Breakthrough Community Services, Inc.
1313 Country Club Road
Hattiesburg, MS 39401
Telephone: (601) 582-3475

PROPERTY APPRAISAL

**709 Highland Avenue
Hattiesburg, MS 39401**



Breakthrough Community Services, Inc.
1313 Country Club Road
Hattiesburg, MS 39401
Telephone: (601) 582-3475

An appraisal is not available at this time due to recent purchase.
An appraisal will be submitted within sixty (60) days.

Attached are comparable of homes within the area taken from
another acquisition rehab property of Breakthrough's that is a
rental property within the same target area.

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Appraisal Link

FORREST COUNTY, MS

Current Date 1/30/2017

Tax Year 2016

APPRAISAL INQUIRY

PARCEL 2-038F-16-165.00 ALT PARCEL NUMBER 231 -0628-035-008.00
 PPIN 021429 SKETCH 1 VIEW 01
 OWNER NAME PATRICK LEO H & LULA AGNES PAT
 OWNER ADDRESS 709 HIGHLAND
 HATTIESBURG MS394010000
 PROPERTY ADDRESS 709 HIGHLAND AVENUE
 PROPERTY IS VACANT (Y/N) N
 FIELD WORK BY CH DATE: 1/1/1982
 CLASSED BY CH DATE: 1/1/1982
 REVIEWED BY O/S DATE: 6/8/2009
 REALTOR CODE

LEGAL DESCRIPTION

1 BG 200FT SW NE CR LT 3 NW
 2 120FT SW 50FT SE 120FT NE 50FT
 3 TO BG BLK 35 B559-P568-9/85
 4 PREV #:II0628-14-008

Block 035 Section 16 Township 04N Range 13W

LOT INFORMATION

LOT CODE 0628 LOT SIZE 50.0 X 120 LOT VALUE 4370

CODE	FRONT FT	DEPTH	PRICE	DEPTH TABLE	DEPTH %	ADJ. %	DESCRIPTION	ADJ PRICE	APPRAISED	CLASS
0628	50.00	120	100.00	9	.92	1.00		92.00	4370	1

ACRE INFORMATION

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

ACREAGE VALUE OVERALL VALUE 4370

LAND USE CODE CLASS 1 1110 ONE FAMILY UNIT

LAND USE CODE CLASS 2 1110 ONE FAMILY UNIT

BUILDING DESCRIPTIONS

NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1
001	001	RESIDENCE	21710	Y

TOTAL PARCEL VALUE 26080



View Tax

Back

Comparable Photo Page

Borrower	Breakthrough Community Services, Inc.				
Property Address	1205 Country Club Rd				
City	Hattiesburg	County	Forrest County	State	MS Zip Code 39401
Lender/Client	BancorpSouth Appraisal Department				

**Comparable 1**

700 Ellis Ave
 Prox. to Subject 0.39 miles E
 Sales Price 45,500
 Gross Living Area 1,200
 Total Rooms 6
 Total Bedrooms 3
 Total Bathrooms 1.1
 Location N;Res;
 View N;Res;
 Site 6,500 sf
 Quality Q4
 Age 45

**Comparable 2**

711 Crestview Dr
 Prox. to Subject 0.64 miles NW
 Sales Price 76,900
 Gross Living Area 1,296
 Total Rooms 6
 Total Bedrooms 3
 Total Bathrooms 2.0
 Location N;Res;
 View N;Res;
 Site 13,193 sf
 Quality Q4
 Age 59

**Comparable 3**

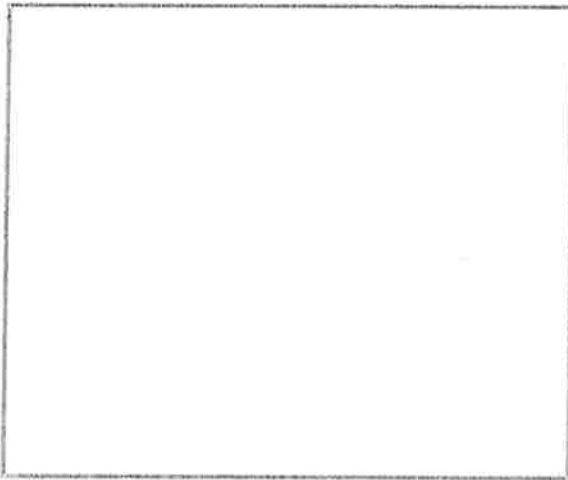
715 Crestview Dr
 Prox. to Subject 0.61 miles NW
 Sales Price 88,500
 Gross Living Area 1,611
 Total Rooms 7
 Total Bedrooms 3
 Total Bathrooms 2.0
 Location N;Res;
 View N;Res;
 Site 10,224 sf
 Quality Q4
 Age 60

Comparable Photo Page

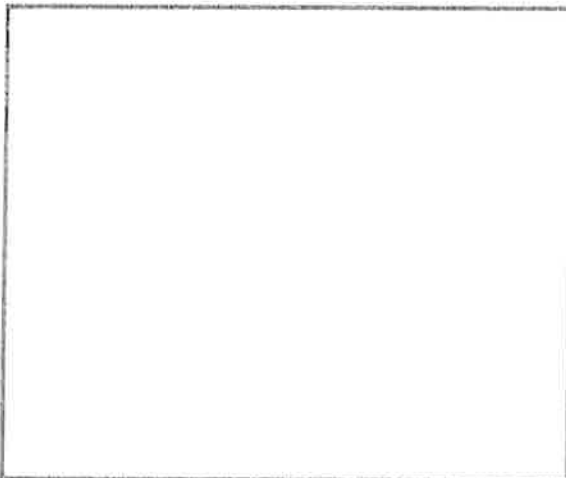
Borrower	Breakthrough Community Services, Inc.		
Property Address	1205 Country Club Rd		
City	Hattiesburg	County	Forrest County
Lender/Client	BancorpSouth Appraisal Department	State	MS
		Zip Code	39401

**Comparable 4**

1511 Pecan Dr
 Prox. to Subject 0.63 miles N
 Sale Price 44,000
 Gross Living Area 1,000
 Total Rooms 6
 Total Bedrooms 3
 Total Bathrooms 1.0
 Location N;Res;
 View N;Res;
 Site 10,500 sf
 Quality Q4
 Age 61

**Comparable 5**

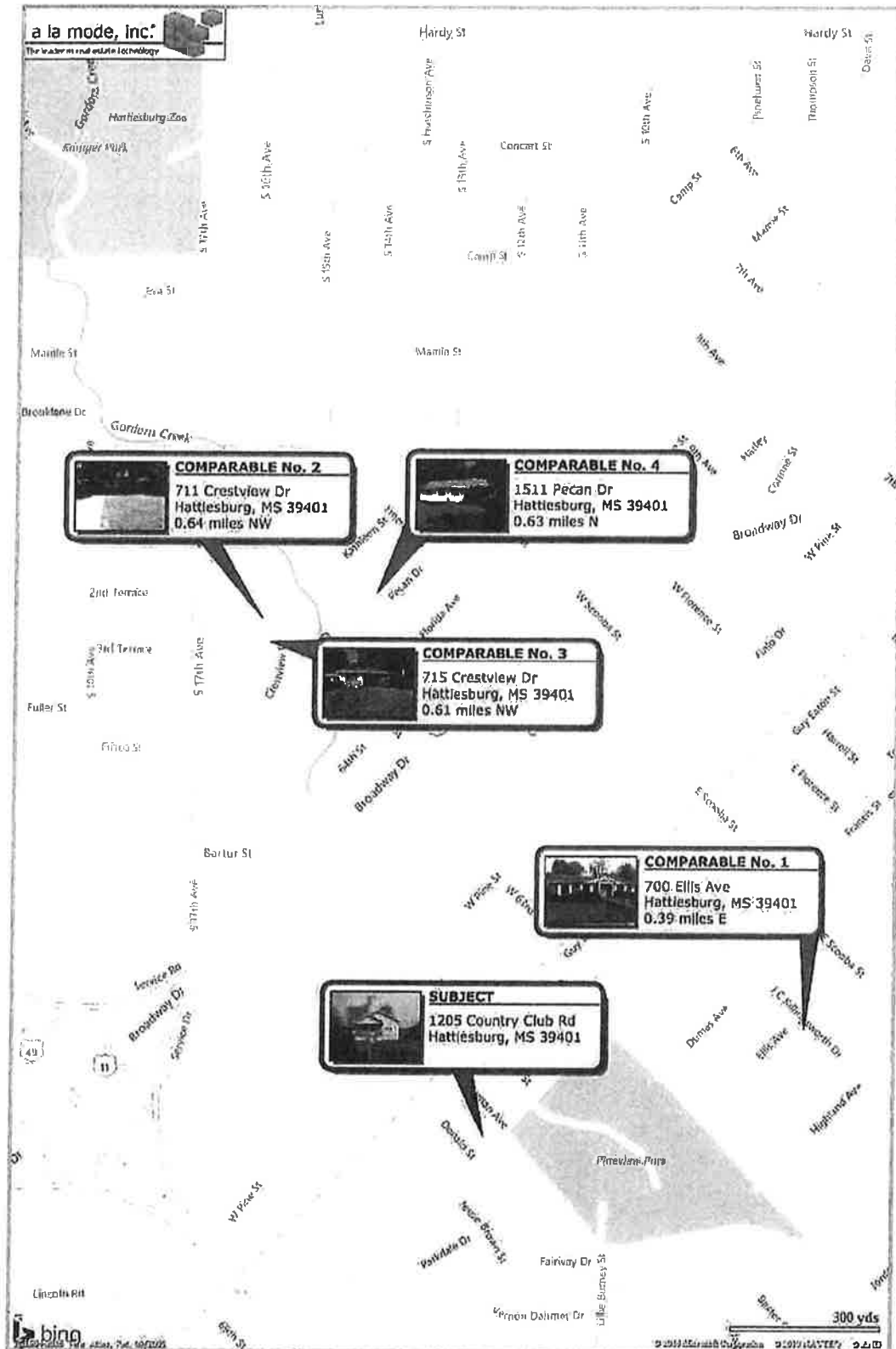
Prox. to Subject
 Sale Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

**Comparable 6**

Prox. to Subject
 Sale Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

Comparable Sales Map

Borrower	Breakthrough Community Services, Inc.				
Property Address	1205 Country Club Rd				
City	Hattiesburg	County	Forrest County	State	MS Zip Code 39401
Lender/Client	BancorpSouth Appraisal Department				




Breakthrough Community Services, Inc.
1313 Country Club Road
Hattiesburg, MS 39401
Telephone: (601) 582-3475

PROOF OF SITE CONTROL

**709 Highland Avenue
Hattiesburg, MS 39401**

Forrest County
Filed/Recorded JANUARY 27 2017 10:46:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

Prepared by:
David S. Van Every, Sr.
ATTORNEY AT LAW
P. O. Box 761
Columbus, MS 39703
662-327-4065

INDEXING INSTRUCTIONS:
City of Hattiesburg:
D. D. McInnis Third Addition, part of Lot 2, Block 35

QUITCLAIM DEED

STATE OF MISSISSIPPI
COUNTY OF FORREST

KNOW ALL MEN BY THESE PRESENTS, That:

SHO, LLC, P. O. BOX 229, COLUMBUS, MS 39703, 662-386-7028, hereinafter called Grantor, for a consideration of the sum of Ten Dollars, and other valuable considerations paid by Breakthrough Community Services, Inc., 1313 Country Club Road, Hattiesburg, MS 39401, 601-310-0250, receipt of which is hereby acknowledged, does hereby grant, sell, convey and quitclaim unto **Breakthrough Community Services, Inc.**, hereinafter called Grantee, all of its interest in the following described real property lying and being situated in the City of Hattiesburg, Forrest County, Mississippi, further described, to-wit:

The unexpired portion of a 99 year lease dated March 28, 1981, on the following described land:

A part of Lot 2, Block 35 of the D. D. McInnis Third Survey or Addition of the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows, to-wit:

Begin at the East corner of Lot 3, Block 35 of said survey, which point is located at the intersection of the SW margin of Ashford Street, with the NW margin of 25th Avenue and run thence along the NW margin of 25th Avenue in a southeasterly direction 200 feet to and for the

**Inst. 757925
Bk 1247 Pg 0427**

point of beginning, run thence at right angles and parallel with Ashford Street in a Northwesterly direction 120 feet, run thence at right angles and parallel with 25th Avenue in a Southwesterly direction 50 feet, run thence at right angles and parallel with Ashford Street in a Southeasterly direction 120 feet to the NW margin of the 25th Avenue, run thence at right angles in a Northeasterly direction along the NW margin of 25th Avenue 50 feet to the point of beginning.

The above described land is a part of Section 16, Township 4 North, Range 13 West, in the County of Forrest, State of Mississippi, together with all improvements thereon and appurtenances thereto belonging.

This tract herein conveyed is identified as parcel 2-038F-16-165.00 by the Forrest County Tax Assessor/Collector's tax roll and is located at 709 Highland Avenue, Hattiesburg, Mississippi.

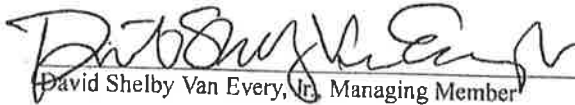
The Grantee herein assumes any and all taxes due or to become due on the above described property.

WITNESS the signature of the grantor this 24th day of January, A.D. 2017.

Grantor:

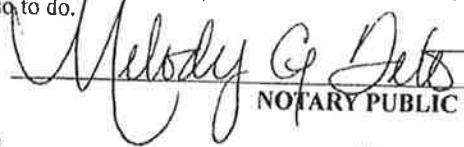
SHO, LLC

By:


David Shelby Van Every, Jr. Managing Member

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 24th day of January, 2017, within my jurisdiction, the within named David Shelby Van Every, Jr., who acknowledged to me that he is a managing member of SHO, LLC, a member-managed limited liability company, and that as a managing member of said limited liability company, and as the act and deed of said limited liability company, 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: May 26, 2020

This deed was prepared without a title examination.



Inst. 757925
Bk 1247 Pg 0428



City of Hattiesburg, MS

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

FILE NUMBER: 2017-529

MEETING DATE: 07/05/2017

MINUTE BOOK NUMBER:

Brief Title: Lift the temporary freeze placed June 12, 2017, on

Title: Lift the temporary freeze placed June 12, 2017, on hiring for all positions and on transfers of personnel at the City of Hattiesburg.

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments:

File Created: 06/30/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File



City of Hattiesburg, MS

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

FILE NUMBER: 2017-530

MEETING DATE: 07/05/2017

MINUTE BOOK NUMBER:

Brief Title: Rescind COH PERS Policy

Title: Rescind the policy restricting the hiring of participants in the Public Employees Retirement System of Mississippi, adopted October 8, 2015, at Minute Book 2015- page 301.

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: COH Policy, Employment of PERS Retirees

File Created: 06/30/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

City of Hattiesburg's Policy for Employment of PERS Retirees

Effective immediately, employees who retire from the city or from other organizations that participate in the Public Employees Retirement System of Mississippi shall not be employed or continue to be employed for any City of Hattiesburg position, except as approved by the Council. Special circumstances may make it necessary at times to re-hire a retired employee on a temporary basis; should the Council decide to approve the re-hiring of a PERS retiree on a temporary basis, the Council will establish the period of employment so as to limit the city's responsibility for contributions to PERS for the retiree. This policy will not apply to PERS retired employees who elect to come out of retirement and return to the work force full-time.



City of Hattiesburg, MS

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

FILE NUMBER: 2017-524

MEETING DATE: 07/05/2017

MINUTE BOOK NUMBER:

Brief Title: Acknowledge receipt of certification of the result

Title: Acknowledge receipt of certification of the results of the General Election held on June 6, 2017, from the Municipal Election Commissioners.

Type: Action Item

Drafter: Kermas Eaton

In Control: City Council

Reference:

Attachments: Recapulation Sheet

File Created: 06/27/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

GENERAL ELECTION
CITY OF HATTIESBURG, MISSISSIPPI
JUNE 6, 2017

Official Recapitulation						The Municipal Executive Committee will prepare three Official Recapitulation Sheets containing the vote of the entire municipality by ward. They will forward one copy to Delbert Hosemann, Secretary of State, P.O. Box 138, Jackson, MS 39205, file one copy with the Municipal Clerk, and keep the third copy for their records.												
General Election						OFFICIAL RECAPITULATION of votes cast in the General Election held in the Municipality of Hattiesburg, Mississippi on the 6th day of June, 2017.												
PRECINCT INFORMATION						MAYOR			COUNCIL MEMBER									
									WARD 1		WARD 2	WARD 3		WARD 4		WARD 5		
						TOBY	JOHNNY	SHAWN	KEN	JEFFREY	DEBORAH	CARTER	KATHY	MARY	JAMES	NICHOLAS	HENRY	
						BARKER	DUPREE	O'HARA	CHAMBERS	GEORGE	DELGADO	CARROLL	GARNER	DRYDEN	C. SMITH	R. BROWN	NAYLOR	
NUMBER		NAME	WARD	VOTERS	TODAY	%												
HP1A	1	HIGHLAND PARK	1	3376	795	24%	539	255	1	294	482							
HP1B	2	NORTH HEIGHTS	1	477	95	20%	50	45		49	46							
HP1C	3	USM GOLF COURSE	1	623	321	52%	291	29	1	25	293							
HP2A	4	EAST 6th STREET USO CLUB	2	1825	610	33%	72	536	2		522							
HP2B	5	GRACE CHRISTIAN SCHOOL	2	1391	411	30%	92	316	3		343							
HP2C	6	HATTIESBURG INTERMODAL FACILITY	2	2581	732	28%	96	631	4		637							
HP3	7	THAMES SCHOOL	3	3243	2117	65%	1848	255	10			1244	823					
MP2	8	WESLEY MANOR	3	2111	854	40%	654	199	1			430	385					
HP4A	9	BLAIR HIGH SCHOOL	4	1828	626	34%	318	303	3					253	350			
HP4B	10	CAMP SCHOOL	4	1961	939	48%	730	205	4					645	260			
HP4C	11	KAMPER PARK	4	1763	947	54%	797	146	4					675	238			
HP5A	12	DIXIE PINE-CENTRAL	5	1465	441	30%	93	336	12							274	137	
HP5B	13	ROWAN SCHOOL	5	2768	832	30%	115	717								529	266	
HP5C	14	TIMBERTON	5	1804	745	41%	519	225	1							315	388	

14 of 14 PRECINCTS

TOTALS	27216	10465	38%	6214	4198	46	368	821	1502	1674	1208	1573	848	1118	791
PERCENTAGES				59%	40%	0%	31%	69%	100%	58%	42%	65%	35%	59%	41%

We, the undersigned Municipal Election Commission, hereby certify that the foregoing is a true and complete Recapitulation and statement of the results of the General Election held on the 6th day of June, 2017, in the Municipality of Hattiesburg, Mississippi, and that the foregoing correctly shows the votes cast for each person and for the office set opposite the respective names at said election.

In Testimony Whereof, Witness our hands this the 13th day of June, 2017.

Election Commission of the Municipality of Hattiesburg, Mississippi.

Kenny Harrell

Norris E. Clark

Michael R. O'Neal

Lillie J. Carter

Jose J. Fortis



City of Hattiesburg, MS

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

FILE NUMBER: 2017-520

MEETING DATE: 07/05/2017

MINUTE BOOK NUMBER:

Brief Title: Acknowledge receipt of Declaration of Forfeiture

Title: Acknowledge receipt of Declaration of Forfeiture from Lamar County forfeiting \$4,792.00 to the Hattiesburg Police Department and \$1,198.00 to the 15th District Attorney's Office

Type: Action Item

Drafter: Tammy Leggett

In Control: City Council

Reference:

Attachments: Declaration of Forfeiture

File Created: 06/26/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File



THE CITY OF HATTIESBURG

One of America's Great Small Cities!

Anthony Parker, Chief of Police

MEMORANDUM

TO: Mayor and Council

FROM: Chief Anthony Parker

DATE: June 26, 2017

RE: Receipt of Forfeiture

This memo is to request Council acknowledge receipt of Declaration of Forfeiture from the Lamar County forfeiting \$5,990.00 to the Hattiesburg Police Department. The monies will be forfeited in the following manner: \$4,792.00 to be placed in the Hattiesburg Police Department's Forfeiture Fund and \$1,198.00 to the 15th District Attorney's Office.

AP/tl

Attachment

DECLARATION OF FORFEITURE

**STATE OF MISSISSIPPI
COUNTY OF LAMAR**

WHEREAS the Hattiesburg Police Department on January 19, 2016, in Lamar County, Mississippi, seized from Anthony Travis, property described as **U.S. CURRENCY IN THE AMOUNT OF FIVE THOUSAND NINE HUNDRED AND NINETY DOLLARS AND 00/100 (\$5,990.00)**, which property has an approximate value of \$5,990.00, and

WHEREAS notice has been provided to parties as required by law, and

WHEREAS there was no petition to claim an interest in the property or to contest the administrative forfeiture in the manner or within the time provided by law, now, therefore, be it

DECLARED that the above described property is forfeited under the provisions of Mississippi law to the Hattiesburg Police Department and the 15th Circuit Court District Attorney's Office, to be used or disposed of according to law, with the cash to be divided among the following agencies in the stated percentages:

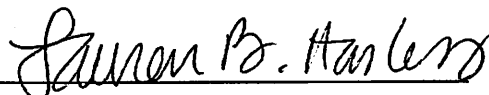
AGENCY

Hattiesburg Police Department
15th District Attorney's Office

PERCENT

80% or \$ 4,792.00
20% or \$ 1,198.00

SO DECLARED ON THIS THE 12th DAY OF JUNE, 2017.

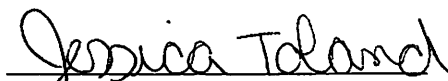


LAUREN BARNES HARLESS
ASSISTANT DISTRICT ATTORNEY
15TH Circuit Court District
Attorney for Forfeiting Law Enforcement Agency

**STATE OF MISSISSIPPI
COUNTY OF LAMAR**

This day personally appeared before me, the undersigned authority in and for the state and county aforesaid, the above named Lauren Barnes Harless, who solemnly and truly declared and affirmed before me that the matters and facts set forth in the foregoing Declaration of Forfeiture are true and correct as herein stated.

Affirmed and subscribed before me on this the 12th day of June, 2017.


NOTARY PUBLIC





City of Hattiesburg, MS

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

FILE NUMBER: 2017-523

MEETING DATE: 07/05/2017

MINUTE BOOK NUMBER:

Brief Title: Acknowledge bids received on June 16, 2017 for Comprehensive Water Improvements Phase V Project

Title: Acknowledge bids received on June 16, 2017, for the Comprehensive Water Improvements Phase V Project and accept bid from C.B. Developers in the amount of \$1,143,728.04 as the lowest and best bid.

Type: Action Item

Drafter: LaTasha
McDaniel, Engineering

In Control: City Council

Reference: Lamar
Rutland

Attachments: Letter of Recommendation, Bid Tabulation, Affidavit of Publication

File
Created: 06/27/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication
Information:

History of Legislative File



Engineering Progress

June 16, 2017

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

Attn: Lamar Rutland, P.E.

**RE: Comprehensive Water Improvements Ph V -
City of Hattiesburg**

Dear Mr. Rutland:

I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on June 15, 2017 for the above referenced project.

I am recommending the lowest bidder C.B. Developers, Inc. of Hattiesburg, MS in the bid amount of One Million, One Hundred Forty-Three Thousand, Seven Hundred Twenty-Eight Dollars and Four Cents (\$1,143,728.04).

Enclosed is a copy of the original bid from C.B. Developers, Inc.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

A handwritten signature in red ink, appearing to read 'K. Wallace', is written over the word 'Sincerely,'.

Kyle D. Wallace, P.E.
Project Engineer

/aa
Enclosures

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

BID TAB	June 15, 2017
Project:	Comprehensive Water Improvements - Phase V
Project No.	1273-W013

C.B. Developers, Inc.
1716 Evelyn Gandy Pkwy, Suite 40
Hattiesburg, MS 39401

Red Oak Construction LLC
3351 Jackson Liberty Drive
Wesson, MS 39191

TL Wallace Construction, Inc.
4025 Hwy 35 North
Columbia, MS 39429

Site 1 - US Hwy 49 N & Blackwell Blvd

Item No.	Item Description	Quantity	Unit
	Water Pipe Items		
1	8" Class 350 Ductile Iron Water Pipe (Open Cut)	1,240	LF
2	8" Class 350 Ductile Iron Water Pipe (Bored) (No Casing)	160	LF
3	12" Class 350 Ductile Iron Water Pipe (Open Cut)	4,390	LF
4	12" Class 350 Ductile Iron Water Pipe (Bored) (No Casing)	380	LF
5	16" HDPE (DR9) (Open Cut) (Incl. Adapter Fittings)	60	LF
6	16" HDPE (DR9) (Bored) (No Casing) (Incl. Adapter Fittings)	860	LF
6A	22" HDPE (DR 13.5) Casing (Bored)	260	LF
7	24" Steel Casing, 0.375" WT (Open Cut)	40	LF
8	24" Steel Casing, 0.250" WT (Bored)	400	LF
9	10" HDPE (DR 9) (Bored) (No Casing) (Inc. Adapter Fittings)	180	LF
	Connection Items		
10	Connection: Proposed 12" Water Line to Existing 12" Water Line (Straight)	2	Each
11	Connection: Proposed 8" Ductile Iron Water Line to Proposed 12" HDPE Water Line (Stainless Steel Tapping Sleeve & Other Fittings)	1	
12	Connection: Proposed 8" Water Line to Proposed 8" Water Line (Tee)	1	Each
	Valve and Hydrant Items		
13	8" Gate Valve	6	Each
14	12" Gate Valve	4	Each

Unit Price	Amount
\$21.61	\$26,796.40
\$43.45	\$6,952.00
\$31.38	\$137,758.20
\$67.39	\$25,608.20
\$113.22	\$6,793.20
\$124.87	\$107,388.20
\$148.77	\$38,680.20
\$85.80	\$3,432.00
\$160.72	\$64,288.00
\$63.10	\$11,358.00
\$1,381.44	\$2,762.88
\$2,915.08	\$2,915.08
\$1,416.56	\$1,416.56
\$1,204.39	\$7,226.34
\$2,119.85	\$8,479.40

Unit Price	Amount
\$26.75	\$33,170.00
\$53.00	\$8,480.00
\$38.90	\$170,771.00
\$73.25	\$27,835.00
\$123.46	\$7,407.60
\$137.55	\$118,293.00
\$166.02	\$43,165.20
\$111.88	\$4,475.20
\$158.45	\$63,380.00
\$70.95	\$12,771.00
\$1,405.00	\$2,810.00
\$4,555.00	\$4,555.00
\$2,375.00	\$2,375.00
\$1,130.00	\$6,780.00
\$2,045.00	\$8,180.00

Unit Price	Amount
\$24.00	\$29,760.00
\$65.00	\$10,400.00
\$36.00	\$158,040.00
\$90.00	\$34,200.00
\$125.00	\$7,500.00
\$93.00	\$79,980.00
\$228.00	\$59,280.00
\$75.00	\$3,000.00
\$252.00	\$100,800.00
\$70.00	\$12,600.00
\$800.00	\$1,600.00
\$3,150.00	\$3,150.00
\$1,850.00	\$1,850.00
\$1,190.00	\$7,140.00
\$1,975.00	\$7,900.00

BID TAB Project: Comprehensive Water Improvements - Phase V Project No. 1273-W013 June 15, 2017				C.B. Developers, Inc. 1716 Evelyn Gandy Pkwy, Suite 40 Hattiesburg, MS 39401		Red Oak Construction LLC 3351 Jackson Liberty Drive Wesson, MS 39191		TL Wallace Construction, Inc. 4025 Hwy 35 North Columbia, MS 39429	
15	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	10	Each	\$3,907.84	\$39,078.40	\$3,175.00	\$31,750.00	\$3,650.00	\$36,500.00
	Miscellaneous Construction Items								
16	Concrete Pavement Repair (All Depths)	15	SY	\$58.54	\$878.10	\$205.00	\$3,075.00	\$120.00	\$1,800.00
17	Loose Rip Rap, Size 100	20	Ton	\$60.88	\$1,217.60	\$180.00	\$3,600.00	\$100.00	\$2,000.00
18	Temporary Erosion Control	1	Lump Sum	\$585.36	\$585.36	\$2,300.00	\$2,300.00	\$6,500.00	\$6,500.00
19	Grassing	1	Lump Sum	\$3,512.14	\$3,512.14	\$2,600.00	\$2,600.00	\$2,150.00	\$2,150.00
20	Mobilization	1	Lump Sum	\$11,707.13	\$11,707.13	\$2,000.00	\$2,000.00	\$8,000.00	\$8,000.00
21	Maintenance of Traffic	1	Lump Sum	\$9,951.06	\$9,951.06	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
		Subtotal (Site 1):			\$518,784.45		\$561,273.00		\$577,150.00

Site 8~10 - Commerce Drive, I-59 and Thornhill Drive

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	Water Pipe Items								
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	60	LF	\$21.59	\$1,295.40	\$32.75	\$1,965.00	\$28.00	\$1,680.00
2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	50	LF	\$22.37	\$1,118.50	\$41.68	\$2,084.00	\$30.00	\$1,500.00
3	12" Class 350 Ductile Iron Water Pipe (Open Cut)	2,990	LF	\$33.75	\$100,912.50	\$40.12	\$119,958.80	\$36.00	\$107,640.00
4	16" HDPE (DR9) (Open Cut) (Incl. Adapter Fittings)	380	LF	\$75.79	\$28,800.20	\$85.91	\$32,645.80	\$93.00	\$35,340.00
5	24" Steel Casing, 0.250" WT (Bored)	340	LF	\$160.38	\$54,529.20	\$187.83	\$63,862.20	\$252.00	\$85,680.00
	Connection Items								
6	Connection: Proposed 12" Water Line to Existing 12" Water Line (Hot Tap)	2	Each	\$3,459.46	\$6,918.92	\$4,880.00	\$9,760.00	\$4,715.00	\$9,430.00
7	Connection: Proposed 12" Water Line to Proposed 6" Water Line (Tee)	1	Each	\$1,459.88	\$1,459.88	\$2,150.00	\$2,150.00	\$1,250.00	\$1,250.00
8	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap)	1	Each	\$3,768.53	\$3,768.53	\$2,955.00	\$2,955.00	\$2,500.00	\$2,500.00

BID TAB				June 15, 2017		C.B. Developers, Inc.		Red Oak Construction LLC		TL Wallace Construction, Inc.	
Project: Comprehensive Water Improvements - Phase V				1716 Evelyn Gandy Pkwy, Suite 40 Hattiesburg, MS 39401		3351 Jackson Liberty Drive Wesson, MS 39191		4025 Hwy 35 North Columbia, MS 39429			
Project No. 1273-W013											
9	Connection: Proposed 12" Water Line to Proposed 8" Water Line (Tee)	1	Each	\$1,503.20	\$1,503.20	\$3,150.00	\$3,150.00	\$1,240.00	\$1,240.00		
10	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap)	1	Each	\$4,179.45	\$4,179.45	\$3,320.00	\$3,320.00	\$3,100.00	\$3,100.00		
11	Connection: Proposed 12" Water Line to Existing 8" Water Line (Hot Tap)	1	Each	\$3,378.68	\$3,378.68	\$4,690.00	\$4,690.00	\$4,530.00	\$4,530.00		
	Valve and Hydrant Items						\$0.00				
12	12" Gate Valve	4	Each	\$2,120.16	\$8,480.64	\$2,045.00	\$8,180.00	\$1,975.00	\$7,900.00		
13	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	6	Each	\$3,896.88	\$23,381.28	\$3,275.00	\$19,650.00	\$3,650.00	\$21,900.00		
	Miscellaneous Construction Items						\$0.00				
14	Asphalt Pavement Repair (All Depths)	54	SY	\$101.85	\$5,499.90	\$225.00	\$12,150.00	\$100.00	\$5,400.00		
15	Concrete Pavement Repair (All Depths)	85	SY	\$58.54	\$4,975.90	\$205.00	\$17,425.00	\$120.00	\$10,200.00		
16	Concrete Curb & Gutter Repair (All Types)	125	LF	\$40.97	\$5,121.25	\$70.00	\$8,750.00	\$60.00	\$7,500.00		
	Concrete Sidewalk Repair (All Depths)	5	SY	\$40.97	\$204.85	\$235.00	\$1,175.00	\$110.00	\$550.00		
17	Temporary Erosion Control	1	Lump Sum	\$585.36	\$585.36	\$3,000.00	\$3,000.00	\$1,800.00	\$1,800.00		
18	Grassing	1	Lump Sum	\$3,512.14	\$3,512.14	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00		
19	Mobilization	1	Lump Sum	\$8,194.99	\$8,194.99	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00		
20	Maintenance of Traffic	1	Lump Sum	\$5,853.57	\$5,853.57	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00		
		Subtotal (Site 8~10):			\$273,674.34		\$325,370.80		\$328,140.00		
Site 11 - US Hwy 98 @ Westover Drive											
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
	Water Pipe Items										
1	12" Class 350 Ductile Iron Water Pipe (Open Cut)	80	LF	\$62.11	\$4,968.80	\$85.00	\$6,800.00	\$45.00	\$3,600.00		

BID TAB June 15, 2017				C.B. Developers, Inc. 1716 Evelyn Gandy Pkwy, Suite 40 Hattiesburg, MS 39401		Red Oak Construction LLC 3351 Jackson Liberty Drive Wesson, MS 39191		TL Wallace Construction, Inc. 4025 Hwy 35 North Columbia, MS 39429	
Project: Comprehensive Water Improvements - Phase V									
Project No. 1273-W013									
2	16" HDPE (DR9) (Bored) (No Casing) (Incl. Adapter Fittings)	180	LF	\$126.91	\$22,843.80	\$139.40	\$25,092.00	\$100.00	\$18,000.00
3	24" Steel Casing, 0.250" WT (Bored)	160	LF	\$160.59	\$25,694.40	\$184.12	\$29,459.20	\$255.00	\$40,800.00
	Connection Items								
4	Connection: Proposed 12" Water Line to Existing 8" Water Line (Straight Reducer)	1	Each	\$1,654.22	\$1,654.22	\$2,350.00	\$2,350.00	\$1,800.00	\$1,800.00
5	Connection: Proposed 12" Water Line to Existing 12" Water Line (Hot Tap)	1	Each	\$3,459.46	\$3,459.46	\$5,425.00	\$5,425.00	\$4,715.00	\$4,715.00
	Valve and Hydrant Items								
6	12" Gate Valve	2	Each	\$2,120.16	\$4,240.32	\$2,045.00	\$4,090.00	\$1,975.00	\$3,950.00
	Miscellaneous Construction Items								
7	Temporary Erosion Control	1	Lump Sum	\$585.36	\$585.36	\$750.00	\$750.00	\$2,000.00	\$2,000.00
8	Grassing	1	Lump Sum	\$585.36	\$585.36	\$400.00	\$400.00	\$850.00	\$850.00
9	Mobilization	1	Lump Sum	\$585.36	\$585.36	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
10	Maintenance of Traffic	1	Lump Sum	\$585.36	\$585.36	\$750.00	\$750.00	\$600.00	\$600.00
	Subtotal (Site 11):				\$65,202.44		\$80,116.20		\$79,315.00
Site 12 - Lincoln Road and Oak Grove Road									
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	Water Pipe Items								
1	8" Class 350 Ductile Iron Water Pipe (Open Cut)	1,520	LF	\$21.14	\$32,132.80	\$33.50	\$50,920.00	\$35.00	\$53,200.00

BID TAB June 15, 2017				C.B. Developers, Inc. 1716 Evelyn Gandy Pkwy, Suite 40 Hattiesburg, MS 39401		Red Oak Construction LLC 3351 Jackson Liberty Drive Wesson, MS 39191		TL Wallace Construction, Inc. 4025 Hwy 35 North Columbia, MS 39429	
Project: Comprehensive Water Improvements - Phase V									
Project No. 1273-W013									
2	8" Class 350 Ductile Iron Water Pipe (Bored) (No Casing)	540	LF	\$43.45	\$23,463.00	\$53.85	\$29,079.00	\$60.00	\$32,400.00
3	12" Class 350 Ductile Iron Water Pipe (Open Cut)	2,472	LF	\$34.88	\$86,223.36	\$43.00	\$106,296.00	\$45.00	\$111,240.00
4	12" Class 350 Ductile Iron Water Pipe (Bored) (No Casing)	350	LF	\$67.39	\$23,586.50	\$75.00	\$26,250.00	\$105.00	\$36,750.00
5	10" HDPE (DR9) (Bored) (No Casing) (Incl. Adapter Fittings)	240	LF	\$68.42	\$16,420.80	\$79.00	\$18,960.00	\$80.00	\$19,200.00
6	16" HDPE (DR9) (Bored) (No Casing) (Incl. Adapter Fittings)	150	LF	\$159.67	\$23,950.50	\$169.53	\$25,429.50	\$150.00	\$22,500.00
Connection Items									
7	Connection: Proposed 8" Water Line to Proposed 12" Water Line (Straight)	1	Each	\$1,667.10	\$1,667.10	\$2,275.00	\$2,275.00	\$900.00	\$900.00
8	Connection: Proposed 12" Water Line to Existing 12" Water Line (Straight)	1	Each	\$2,243.09	\$2,243.09	\$1,695.00	\$1,695.00	\$1,000.00	\$1,000.00
9	Connection: Proposed 12" X 12" X 12" (Tee)	1	Each	\$2,234.89	\$2,234.89	\$3,190.00	\$3,190.00	\$1,875.00	\$1,875.00
Valve and Hydrant Items									
10	8" Gate Valve	3	Each	\$1,204.66	\$3,613.98	\$1,130.00	\$3,390.00	\$1,200.00	\$3,600.00
11	12" Gate Valve	6	Each	\$2,120.16	\$12,720.96	\$2,045.00	\$12,270.00	\$1,975.00	\$11,850.00
12	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	10	Each	\$3,790.77	\$37,907.70	\$3,275.00	\$32,750.00	\$3,650.00	\$36,500.00
Miscellaneous Construction Items									
13	Temporary Erosion Control	1	Lump Sum	\$4,682.85	\$4,682.85	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00
14	Grassing	1	Lump Sum	\$3,512.14	\$3,512.14	\$2,800.00	\$2,800.00	\$1,500.00	\$1,500.00
15	Mobilization	1	Lump Sum	\$5,853.57	\$5,853.57	\$4,500.00	\$4,500.00	\$15,000.00	\$15,000.00
16	Maintenance of Traffic	1	Lump Sum	\$5,853.57	\$5,853.57	\$6,000.00	\$6,000.00	\$11,800.00	\$11,800.00

BID TAB		June 15, 2017		C.B. Developers, Inc.		Red Oak Construction LLC		TL Wallace Construction, Inc.	
Project: Comprehensive Water Improvements - Phase V				1716 Evelyn Gandy Pkwy, Suite 40 Hattiesburg, MS 39401		3351 Jackson Liberty Drive Wesson, MS 39191		4025 Hwy 35 North Columbia, MS 39429	
Project No. 1273-W013									
		Subtotal (Site 12):		\$286,066.81		\$328,804.50		\$361,815.00	
		Bid Total:		\$1,143,728.04		\$1,295,564.50		\$1,346,420.00	

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on June 15, 2017, and that said tabulation is true and correct to the best of my belief.



Comments:

BID TAB		June 15, 2017		4D Construction, Inc.		Jay Bearden Construction, Inc.		Twin L Const., Inc.	
Project: Comprehensive Water Improvements - Phase V				P.O. Box 127		P.O. Box 180428		8292 Firetower Road	
				Louisville, MS 39339		Richland, MS 39218		Pass Christian, MS 39571	
Project No. 1273-W013									

Site 1 - US Hwy 49 N & Blackwell Blvd

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	Water Pipe Items								
1	8" Class 350 Ductile Iron Water Pipe (Open Cut)	1,240	LF.	\$42.00	\$52,080.00	\$25.95	\$32,178.00	\$58.75	\$72,850.00
2	8" Class 350 Ductile Iron Water Pipe (Bored) (No Casing)	160	LF	\$60.00	\$9,600.00	\$50.78	\$8,124.80	\$181.92	\$29,107.20
3	12" Class 350 Ductile Iron Water Pipe (Open Cut)	4,390	LF	\$53.00	\$232,670.00	\$49.78	\$218,534.20	\$68.35	\$300,056.50
4	12" Class 350 Ductile Iron Water Pipe (Bored) (No Casing)	380	LF	\$78.00	\$29,640.00	\$67.78	\$25,756.40	\$197.80	\$75,164.00
5	16" HDPE (DR9) (Open Cut) (Incl. Adapter Fittings)	60	LF	\$130.00	\$7,800.00	\$197.41	\$11,844.60	\$189.55	\$11,373.00
6	16" HDPE (DR9) (Bored) (No Casing) (Incl. Adapter Fittings)	860	LF	\$145.00	\$124,700.00	\$227.75	\$195,865.00	\$231.40	\$199,004.00
6A	22" HDPE (DR 13.5) Casing (Bored)	260	LF	\$185.00	\$48,100.00	\$269.13	\$69,973.80	\$262.73	\$68,309.80
7	24" Steel Casing, 0.375" WT (Open Cut)	40	LF	\$140.00	\$5,600.00	\$131.32	\$5,252.80	\$137.61	\$5,504.40
8	24" Steel Casing, 0.250" WT (Bored)	400	LF	\$168.00	\$67,200.00	\$243.41	\$97,364.00	\$203.11	\$81,244.00
9	10" HDPE (DR 9) (Bored) (No Casing) (Inc. Adapter Fittings)	180	LF	\$90.00	\$16,200.00	\$116.70	\$21,006.00	\$178.59	\$32,146.20
	Connection Items								
10	Connection: Proposed 12" Water Line to Existing 12" Water Line (Straight)	2	Each	\$3,500.00	\$7,000.00	\$2,360.00	\$4,720.00	\$1,985.00	\$3,970.00
11	Connection: Proposed 8" Ductile Iron Water Line to Proposed 12" HDPE Water Line (Stainless Steel Tapping Sleeve & Other Fittings)	1		\$3,850.00	\$3,850.00	\$3,887.13	\$3,887.13	\$5,868.00	\$5,868.00
12	Connection: Proposed 8" Water Line to Proposed 8" Water Line (Tee)	1	Each	\$2,598.00	\$2,598.00	\$2,405.21	\$2,405.21	\$1,985.00	\$1,985.00
	Valve and Hydrant Items								
13	8" Gate Valve	6	Each	\$1,390.00	\$8,340.00	\$1,237.55	\$7,425.30	\$1,975.00	\$11,850.00
14	12" Gate Valve	4	Each	\$2,385.00	\$9,540.00	\$2,148.46	\$8,593.84	\$3,792.50	\$15,170.00

BID TAB June 15, 2017				4D Construction, Inc. P.O. Box 127 Louisville, MS 39339		Jay Bearden Construction, Inc. P.O. Box 180428 Richland, MS 39218		Twin L Const., Inc. 8292 Firetower Road Pass Christian, MS 39571	
Project: Comprehensive Water Improvements - Phase V									
Project No. 1273-W013									
15	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	10	Each	\$3,800.00	\$38,000.00	\$3,696.94	\$36,969.40	\$5,580.00	\$55,800.00
	Miscellaneous Construction Items								
16	Concrete Pavement Repair (All Depths)	15	SY	\$180.00	\$2,700.00	\$224.20	\$3,363.00	\$44.25	\$663.75
17	Loose Rip Rap, Size 100	20	Ton	\$105.00	\$2,100.00	\$141.60	\$2,832.00	\$98.00	\$1,960.00
18	Temporary Erosion Control	1	Lump Sum	\$10,000.00	\$10,000.00	\$5,310.00	\$5,310.00	\$7,400.00	\$7,400.00
19	Grassing	1	Lump Sum	\$7,500.00	\$7,500.00	\$2,714.00	\$2,714.00	\$8,500.00	\$8,500.00
20	Mobilization	1	Lump Sum	\$15,000.00	\$15,000.00	\$21,655.36	\$21,655.36	\$5,000.00	\$5,000.00
21	Maintenance of Traffic	1	Lump Sum	\$20,000.00	\$20,000.00	\$8,850.00	\$8,850.00	\$11,000.00	\$11,000.00
		Subtotal (Site 1):			\$720,218.00		\$794,624.84		\$1,003,925.85*

Site 8-10 - Commerce Drive, I-59 and Thornhill Drive

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	Water Pipe Items								
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	60	LF	\$40.00	\$2,400.00	\$21.58	\$1,294.80	\$36.39	\$2,183.40
2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	50	LF	\$45.00	\$2,250.00	\$27.47	\$1,373.50	\$48.54	\$2,427.00
3	12" Class 350 Ductile Iron Water Pipe (Open Cut)	2,990	LF	\$53.00	\$158,470.00	\$40.05	\$119,749.50	\$76.32	\$228,196.80
4	16" HDPE (DR9) (Open Cut) (Incl. Adapter Fittings)	380	LF	\$90.00	\$34,200.00	\$146.56	\$55,692.80	\$131.70	\$50,046.00
5	24" Steel Casing, 0.250" WT (Bored)	340	LF	\$215.00	\$73,100.00	\$243.07	\$82,643.80	\$202.24	\$68,761.60
	Connection Items								
6	Connection: Proposed 12" Water Line to Existing 12" Water Line (Hot Tap)	2	Each	\$5,800.00	\$11,600.00	\$4,454.22	\$8,908.44	\$4,693.01	\$9,386.02
7	Connection: Proposed 12" Water Line to Proposed 6" Water Line (Tee)	1	Each	\$958.00	\$958.00	\$2,555.18	\$2,555.18	\$1,591.74	\$1,591.74
8	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap)	1	Each	\$3,600.00	\$3,600.00	\$3,998.55	\$3,998.55	\$2,691.25	\$2,691.25

BID TAB June 15, 2017				4D Construction, Inc. P.O. Box 127 Louisville, MS 39339		Jay Bearden Construction, Inc. P.O. Box 180428 Richland, MS 39218		Twin L Const., Inc. 8292 Firetower Road Pass Christian, MS 39571	
Project: Comprehensive Water Improvements - Phase V									
Project No. 1273-W013									
9	Connection: Proposed 12" Water Line to Proposed 8" Water Line (Tee)	1	Each	\$1,340.00	\$1,340.00	\$2,741.58	\$2,741.58	\$1,679.28	\$1,679.28
10	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap)	1	Each	\$3,800.00	\$3,800.00	\$4,648.24	\$4,648.24	\$3,661.25	\$3,661.25
11	Connection: Proposed 12" Water Line to Existing 8" Water Line (Hot Tap)	1	Each	\$5,400.00	\$5,400.00	\$3,852.84	\$3,852.84	\$4,436.27	\$4,436.27
Valve and Hydrant Items									
12	12" Gate Valve	4	Each	\$2,385.00	\$9,540.00	\$2,148.46	\$8,593.84	\$3,034.00	\$12,136.00
13	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	6	Each	\$3,800.00	\$22,800.00	\$3,803.90	\$22,823.40	\$5,825.00	\$34,950.00
Miscellaneous Construction Items									
14	Asphalt Pavement Repair (All Depths)	54	SY	\$95.00	\$5,130.00	\$265.50	\$14,337.00	\$115.44	\$6,233.76
15	Concrete Pavement Repair (All Depths)	85	SY	\$165.00	\$14,025.00	\$170.00	\$14,450.00	\$51.85	\$4,407.25
16	Concrete Curb & Gutter Repair (All Types)	125	LF	\$28.00	\$3,500.00	\$75.00	\$9,375.00	\$48.65	\$6,081.25
	Concrete Sidewalk Repair (All Depths)	5	SY	\$180.00	\$900.00	\$265.50	\$1,327.50	\$51.85	\$259.25
17	Temporary Erosion Control	1	Lump Sum	\$8,750.00	\$8,750.00	\$3,540.00	\$3,540.00	\$7,485.00	\$7,485.00
18	Grassing	1	Lump Sum	\$5,250.00	\$5,250.00	\$2,006.00	\$2,006.00	\$6,800.00	\$6,800.00
19	Mobilization	1	Lump Sum	\$15,000.00	\$15,000.00	\$3,365.36	\$3,365.36	\$4,500.00	\$4,500.00
20	Maintenance of Traffic	1	Lump Sum	\$2,500.00	\$2,500.00	\$5,310.00	\$5,310.00	\$11,500.00	\$11,500.00
Subtotal (Site 8~10):					\$384,513.00		\$372,587.33		\$469,413.12 *

Site 11 - US Hwy 98 @ Westover Drive									
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Water Pipe Items									
1	12" Class 350 Ductile Iron Water Pipe (Open Cut)	80	LF	\$55.00	\$4,400.00	\$56.06	\$4,484.80	\$152.77	\$12,221.60

BID TAB June 15, 2017				4D Construction, Inc. P.O. Box 127 Louisville, MS 39339		Jay Bearden Construction, Inc. P.O. Box 180428 Richland, MS 39218		Twin L Const., Inc. 8292 Firetower Road Pass Christian, MS 39571	
Project: Comprehensive Water Improvements - Phase V									
Project No. 1273-W013									
2	16" HDPE (DR9) (Bored) (No Casing) (Incl. Adapter Fittings)	180	LF	\$140.00	\$25,200.00	\$230.81	\$41,545.80	\$212.16	\$38,188.80
3	24" Steel Casing, 0.250" WT (Bored)	160	LF	\$168.00	\$26,880.00	\$243.28	\$38,924.80	\$182.69	\$29,230.40
	Connection Items								
4	Connection: Proposed 12" Water Line to Existing 8" Water Line (Straight Reducer)	1	Each	\$1,800.00	\$1,800.00	\$2,575.86	\$2,575.86	\$930.00	\$930.00
5	Connection: Proposed 12" Water Line to Existing 12" Water Line (Hot Tap)	1	Each	\$6,500.00	\$6,500.00	\$4,631.22	\$4,631.22	\$5,837.00	\$5,837.00
	Valve and Hydrant Items								
6	12" Gate Valve	2	Each	\$2,385.00	\$4,770.00	\$2,160.26	\$4,320.52	\$3,792.50	\$7,585.00
	Miscellaneous Construction Items								
7	Temporary Erosion Control	1	Lump Sum	\$1,500.00	\$1,500.00	\$991.20	\$991.20	\$7,485.00	\$7,485.00
8	Grassing	1	Lump Sum	\$1,000.00	\$1,000.00	\$354.00	\$354.00	\$6,800.00	\$6,800.00
9	Mobilization	1	Lump Sum	\$8,500.00	\$8,500.00	\$3,365.36	\$3,365.36	\$4,500.00	\$4,500.00
10	Maintenance of Traffic	1	Lump Sum	\$2,500.00	\$2,500.00	\$1,770.00	\$1,770.00	\$11,500.00	\$11,500.00
	Subtotal (Site 11):				\$83,050.00		\$102,963.56		\$124,277.80
Site 12 - Lincoln Road and Oak Grove Road									
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	Water Pipe Items								
1	8" Class 350 Ductile Iron Water Pipe (Open Cut)	1,520	LF	\$42.00	\$63,840.00	\$25.44	\$38,668.80	\$55.98	\$85,089.60

BID TAB				June 15, 2017		4D Construction, Inc.		Jay Bearden Construction, Inc.		Twin L Const., Inc.	
Project: Comprehensive Water Improvements - Phase V						P.O. Box 127 Louisville, MS 39339		P.O. Box 180428 Richland, MS 39218		8292 Firetower Road Pass Christian, MS 39571	
Project No. 1273-W013											
2	8" Class 350 Ductile Iron Water Pipe (Bored) (No Casing)	540	LF	\$60.00	\$32,400.00	\$50.79	\$27,426.60	\$191.29	\$103,296.60		
3	12" Class 350 Ductile Iron Water Pipe (Open Cut)	2,472	LF	\$53.00	\$131,016.00	\$41.01	\$101,376.72	\$77.35	\$191,209.20		
4	12" Class 350 Ductile Iron Water Pipe (Bored) (No Casing)	350	LF	\$78.00	\$27,300.00	\$67.78	\$23,723.00	\$191.00	\$66,850.00		
5	10" HDPE (DR9) (Bored) (No Casing) (Incl. Adapter Fittings)	240	LF	\$90.00	\$21,600.00	\$123.53	\$29,647.20	\$179.42	\$43,060.80		
6	16" HDPE (DR9) (Bored) (No Casing) (Incl. Adapter Fittings)	150	LF	\$145.00	\$21,750.00	\$279.78	\$41,967.00	\$221.17	\$33,175.50		
	Connection Items										
7	Connection: Proposed 8" Water Line to Proposed 12" Water Line (Straight)	1	Each	\$4,800.00	\$4,800.00	\$2,376.52	\$2,376.52	\$930.00	\$930.00		
8	Connection: Proposed 12" Water Line to Existing 12" Water Line (Straight)	1	Each	\$5,800.00	\$5,800.00	\$2,785.98	\$2,785.98	\$1,161.48	\$1,161.48		
9	Connection: Proposed 12" X 12" X 12" (Tee)	1	Each	\$5,800.00	\$5,800.00	\$3,582.48	\$3,582.48	\$2,145.45	\$2,145.45		
	Valve and Hydrant Items										
10	8" Gate Valve	3	Each	\$1,390.00	\$4,170.00	\$1,237.55	\$3,712.65	\$1,975.00	\$5,925.00		
11	12" Gate Valve	6	Each	\$2,385.00	\$14,310.00	\$2,148.46	\$12,890.76	\$3,030.00	\$18,180.00		
12	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	10	Each	\$3,800.00	\$38,000.00	\$3,696.94	\$36,969.40	\$5,580.00	\$55,800.00		
	Miscellaneous Construction Items										
13	Temporary Erosion Control	1	Lump Sum	\$10,500.00	\$10,500.00	\$3,186.00	\$3,186.00	\$7,485.00	\$7,485.00		
14	Grassing	1	Lump Sum	\$7,000.00	\$7,000.00	\$2,006.00	\$2,006.00	\$6,800.00	\$6,800.00		
15	Mobilization	1	Lump Sum	\$8,500.00	\$8,500.00	\$5,725.36	\$5,725.36	\$4,500.00	\$4,500.00		
16	Maintenance of Traffic	1	Lump Sum	\$5,800.00	\$5,800.00	\$3,422.00	\$3,422.00	\$11,500.00	\$11,500.00		

BID TAB		June 15, 2017		4D Construction, Inc.		Jay Bearden Construction, Inc.		Twin L Const., Inc.	
Project: Comprehensive Water Improvements - Phase V				P.O. Box 127 Louisville, MS 39339		P.O. Box 180428 Richland, MS 39218		8292 Firetower Road Pass Christian, MS 39571	
Project No. 1273-W013									
		Subtotal (Site 12):		\$402,586.00		\$339,466.47		\$637,108.63 *	
		Bid Total:		\$1,590,367.00		\$1,609,642.20		\$2,234,725.40 *	

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on June 15, 2017, and that said tabulation is true and correct to the best of my belief.



**AFFIDAVIT OF PUBLICATION
HATTIESBURG AMERICAN**

TO: SHOWS, DEARMAN, & WAITS, INC.
301 2ND AVE
HATTIESBURG, MS 39401
Acct# TCL-H13707

Ad Number: 0002126283

**THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for the City of Hattiesburg, Forrest County, Alicia Collins, an authorized clerk of the Hattiesburg American, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

Was published in said newspaper in the issue(s) of:

05/10/17, 05/17/17

Size: 341 words / 1 col. x 56 lines
Published: 2 time(s)

Now due on said account is \$82.04

Signed

Alicia Collins
Authorized Clerk of the Hattiesburg American

SWORN to and subscribed before me on 05/17/2017.

Frances L. Mack
Notary Public
Frances Mack

Notary Public State of Mississippi at Large.

(SEAL)



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 June 15, 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:

COMPREHENSIVE WATER IMPROVEMENTS
- PHASE V

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:

COMPREHENSIVE WATER IMPROVEMENTS
- PHASE V
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 2nd day of May A.D., 2017.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kemas Eaton, City Clerk

City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403-1898
5/10, 5/17

0002125283-01



City of Hattiesburg, MS

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

FILE NUMBER: 2017-516

MEETING DATE: 07/05/2017

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: 06/26/2017

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: June 26, 2017

The following request for payment is being submitted for approval during the City Council's July 5, 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
Draw:	\$5,000.00
Change Order	\$1,800.00
Total Amount Requested:	\$6,800.00
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

- Install 3 exterior door units
- Replace bad wood siding on exterior of house

Material & Labor: \$5,000

Curtis Hollimon
6/25/17

06-26-17A07:24 RCVD

Roll J
06/26/17

Hollimon Construction

Curtis Hollimon
145 Hinton Drive
Hattiesburg, Ms 39401
601.270.3164

Ms. Pearl Price
401 Milton Barnes Ave.
Hattiesburg, MS 39401

- Remove double walls in 3 rooms
- Raise up flat roof in bathroom

Material & Labor: \$1,800

Curtis Hollimon
6/25/17

06-26-17A07:24 RCVD

Roy
06/26/17



City of Hattiesburg, MS

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

FILE NUMBER: 2017-525

MEETING DATE: 07/05/2017

MINUTE BOOK NUMBER:

Brief Title: Approve Claims Docket for the period ending June 3

Title: Approve Claims Docket for the period ending June 30, 2017.

Type: Action Item

Drafter: Kermas Eaton

In Control: City Council

Reference:

Attachments: Docket 6-30-17

File Created: 06/27/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 06/28/17

PERIOD ENDING JUNE 30, 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A & R FARM AND GARDEN	322943	00171246	16006231	FENCING 317 S 22ND AVE	06/30/17	258293	75.93-

A & R FARM AND GARDEN							75.93-
Sum							289.95-
00001 AAMCO TRANS/AUTOMOTIVE S	135299	00171188	16006354	REPRS U#7526 SANIT	06/30/17	258294	289.95-

AAMCO TRANS/AUTOMOTIVE S							289.95-
Sum							271.36-
00001 ADVANCE AUTO PARTS	560471647425	00170584	16006156	RESCUE EQUIP FIRE DEPT	06/30/17	258295	271.36-

ADVANCE AUTO PARTS							271.36-
Sum							1,125.00-
00001 AIRDESIGNS SIGN & GRAFFI	505626	00171051	16006220	PARKING SIGNS MAYOR BARKER	06/30/17	258298	1,125.00-

AIRDESIGNS SIGN & GRAFFI							1,125.00-
Sum							279.20-
00001 ALLBRITTON CHAIN SAW & L	50868	00170969	16006205	REPR PTS U#20058/SHOP STOCK	06/30/17	258299	265.30-
00001 ALLBRITTON CHAIN SAW & L	50881	00168314	16006213	CHAINSAW REPR FIRE DEPT	06/30/17	258299	265.30-

ALLBRITTON CHAIN SAW & L							544.50-
Sum							1,425.70-
00001 ALLEN, RODERICK	TRAV ADVANCE	00171362	16006251	TRAV ADV DRUG COURT CONF	06/30/17	258300	1,425.70-

ALLEN, RODERICK							1,425.70-
Sum							165.00-
00001 AMERICAN SIGNS	7346	00169425	16006210	LOGOS MASS TRANSIT TORNADO'17	06/30/17	258302	165.00-

AMERICAN SIGNS							165.00-
Sum							482.15-
00001 ASSN OF METROPOLITAN PLA	2017-60	00171263	16006223	2017 MBRSHIP DUES	06/30/17	258304	482.15-

ASSN OF METROPOLITAN PLA							482.15-
Sum							76.00-
00001 AT&T	601M26940440	00020179	16006174	MNTHLY 6/17 POLICE DEPT	06/30/17	258305	76.00-
00001 AT&T	601M26684200	00171224	16006176	INTERACT SOFTWARE SUPPORT	06/30/17	258306	6,790.00-
00001 AT&T	601M26491400	00171224	16006177	INTERACT SOFTWARE SUPPORT	06/30/17	258307	47.00-
00001 AT&T	601545491010	02017595	16006206	MNTHLY 6/8-7/7 POLICE DISPATCH	06/30/17	258308	163.88-

AT&T							7,076.88-
Sum							571.80-
00001 AUTO ARMATURE SERVICE IN	09333	00170952	16006163	BATTERY SCISSOR LIFT CONSTR	06/30/17	258309	571.80-

AUTO ARMATURE SERVICE IN							571.80-
Sum							2,452.02-
00001 BODY TECH INC	4750 PO#1696	00169613	16006191	BODY REPR U#19101 CONSTR	06/30/17	258317	2,452.02-

00001 BODY TECH INC	4750 PO#1595	00159562	16006296	REPRS U#18316	06/30/17	258317	425.00-
00001 BODY TECH INC	4750 PO#1600	00160062	16006297	TAILGATE REPR U#9008	06/30/17	258317	69.30-

BODY TECH INC							
Sum							2,946.32-
00001 BOWENS, ALICIA	TRAV ADVANCE	00171344	16006252	TRAV ADV DUI FORUM JACKSON	06/30/17	258319	207.00-

BOWENS, ALICIA							
Sum							207.00-
00001 BRACKMAN MOWER WAREHOUSE	29789	00171132	16006314	TRIMMER REPR PTS	06/30/17	258321	86.77-
00001 BRACKMAN MOWER WAREHOUSE	29698	00169191	16006315	REPR PTS U#19280 HEALTH	06/30/17	258321	281.47-
00001 BRACKMAN MOWER WAREHOUSE	29607	00171129	16006342	REPR PTS U#19005 MOWER CEM	06/30/17	258321	39.12-

BRACKMAN MOWER WAREHOUSE							
Sum							407.36-
00001 CANON FINANCIAL SERVICES	17441308	00171215	16006175	COPIER 6/17 PURCHASING DEPT	06/30/17	258328	115.00-

CANON FINANCIAL SERVICES							
Sum							115.00-
00001 CANON SOLUTIONS AMERICA	4022404434	00171122	16006147	COPIER MNT 6-7/17 PURCHASING	06/30/17	258329	47.20-

CANON SOLUTIONS AMERICA							
Sum							47.20-
00001 CARQUEST AUTO PARTS STOR	14758-91628	00171220	16006316	OIL FILTERS CEMETERY SHOP	06/30/17	258330	87.96-

CARQUEST AUTO PARTS STOR							
Sum							87.96-
00001 CERTIFIED LABORATORIES	2685350	00167451	16006172	TRAILBLAZER CITY WIDE USE	06/30/17	258333	24,681.25-

CERTIFIED LABORATORIES							
Sum							24,681.25-
00001 CINTAS CORPORATION #J66	J66546984	00171427	16006373	MATS 6/26 TRAFFIC	06/30/17	258336	7.90-
00001 CINTAS CORPORATION #J66	J66546983	00171427	16006374	MOP/MAT 6/26 GO&FS	06/30/17	258336	24.04-
00001 CINTAS CORPORATION #J66	J66546979	00171427	16006375	MOP/MAT 6/26 SANIT	06/30/17	258336	24.96-
00001 CINTAS CORPORATION #J66	J66546239	00171428	16006376	MATS 6/19 TRAFFIC	06/30/17	258336	7.90-
00001 CINTAS CORPORATION #J66	J66546238	00171428	16006377	MOP/MAT 6/19 GO&FS	06/30/17	258336	24.04-
00001 CINTAS CORPORATION #J66	J66546234	00171428	16006378	MOP/MAT 6/19 SANIT	06/30/17	258336	24.96-
00001 CINTAS CORPORATION #J66	J66546980	00171426	16006379	UNIFORMS 6/26 PUBLIC WORKS	06/30/17	258336	42.52-
00001 CINTAS CORPORATION #J66	J66546980	00171426	16006380	UNIFORMS 6/26 PUBLIC WORKS	06/30/17	258336	12.99-
00001 CINTAS CORPORATION #J66	J66546980	00171426	16006382	UNIFORMS 6/26 PUBLIC WORKS	06/30/17	258336	68.81-
00001 CINTAS CORPORATION #J66	J66546980	00171426	16006383	UNIFORMS 6/26 SHOP	06/30/17	258336	78.20-
00001 CINTAS CORPORATION #J66	J66546980	00171426	16006384	UNIFORMS 6/26 SANIT	06/30/17	258336	51.60-
00001 CINTAS CORPORATION #J66	J66546980	00171426	16006385	UNIFORMS 6/26 SANIT	06/30/17	258336	117.14-
00001 CINTAS CORPORATION #J66	J66546980	00171426	16006386	UNIFORMS 6/26 SANIT	06/30/17	258336	256.75-
00001 CINTAS CORPORATION #J66	J66546980	00171426	16006388	UNIFORMS 6/26 HEALTH	06/30/17	258336	215.88-

CINTAS CORPORATION #J66							
Sum							957.69-
00001 CITY OF HATTIESBURG FUND	TRF 2ND 6/17	02017597	16006207	TRF 2ND 6/17 PAYROLL	06/20/17	111893	1,181,755.53-
00001 CITY OF HATTIESBURG FUND	COVER NSF CH	02017613	16006381	COVER NSF CHRG IN PAYROLL	06/28/17	111907	180.00-

CITY OF HATTIESBURG FUND							

Sum							1,181,935.53-
00001 CLEMTS HARDWARE	118085	00171098 16006306 WHEEL BARROWS	06/30/17	258339			149.98-

CLEMTS HARDWARE							
Sum							149.98-
00001 COLEMAN, MAXINE	TRAVEL REIMB	00171389 16006318 EXPNS MAYORS CONF MIAMI	06/30/17	258340			216.33-

COLEMAN, MAXINE							
Sum							216.33-
00001 COMCAST CABLEVISION OF H	095777455960	00171229 16006178 CABLE 6/15-7/14/17 CITY HALL	06/30/17	258341			38.75-
00001 COMCAST CABLEVISION OF H	095777910210	00171334 16006291 CONVERTER BOX LEASE	06/30/17	258341			122.48-

COMCAST CABLEVISION OF H							
Sum							161.23-
00001 COMMERCIAL STATIONERY CO	401683-0	00171217 16006227 OFFICE SUPP P/F ACADEMY	06/30/17	258342			105.96-

COMMERCIAL STATIONERY CO							
Sum							105.96-
00001 COMSOUTH	186611	00171259 16006216 FLEET TRACKING PUBLIC WORKS	06/30/17	258343			1,200.00-

COMSOUTH							
Sum							1,200.00-
00001 COURTESY MOTORS INC	463672	00171244 16006313 REPR PTS U#14677 SANIT	06/30/17	258344			49.64-

COURTESY MOTORS INC							
Sum							49.64-
00001 D P S CRIME LAB	90061019	00171323 16006293 ANALYTICAL FEES	06/30/17	258351			600.03-

D P S CRIME LAB							
Sum							600.03-
00001 DAKTECH COMPUTERS	INV0330928	00170978 16006362 PC FOR MAYOR BARKER	06/30/17	258352			1,534.00-

DAKTECH COMPUTERS							
Sum							1,534.00-
00001 DELTA FOREMOST CHEMICAL	112991	00171009 16006333 STAINLESS STEEL POLISH/MOTORS	06/30/17	258354			499.49-

DELTA FOREMOST CHEMICAL							
Sum							499.49-
00001 DEPOT COFFEEHOUSE AND BI	PO#171392 6/	00171392 16006351 CATERING BARKER INAUGURATION	06/30/17	258355			9,775.00-

DEPOT COFFEEHOUSE AND BI							
Sum							9,775.00-
00001 ECONOMY SUPPLY CO	275071	00171053 16006159 HAND TOOLS SHOP	06/30/17	258361			295.95-
00001 ECONOMY SUPPLY CO	273922	00170756 16006215 CABINET KNOBS 2ND ST PROJECT	06/30/17	258361			40.95-

ECONOMY SUPPLY CO							
Sum							336.90-
00001 ELECTION SYSTEMS & SOFTW	1009793	00171417 16006361 ELECTION EQUIP/SUPP RENT	06/30/17	258363			17,622.00-

ELECTION SYSTEMS & SOFTW							
Sum							17,622.00-
00001 ENERGY SYSTEMS SOUTHEAST	0166881-IN	00164629 16006235 PYMT TRAIN DEPOT GENERATOR	06/30/17	258365			809.00-

00001	ENERGY SYSTEMS SOUTHEAST	0168087-IN	00164629	16006236	PYMT TRAIN DEPOT GENERATOR	06/30/17	258365	30,914.00-
00001	ENERGY SYSTEMS SOUTHEAST	0166881-IN	00164629	16006343	STARTUP GENERATOR TRAIN DEPOT	06/30/17	258365	809.00-
00001	ENERGY SYSTEMS SOUTHEAST	0168087-IN	00164629	16006344	INSTALL GENERATOR TRAIN DEPOT	06/30/17	258365	30,914.00-

ENERGY SYSTEMS SOUTHEAST								
Sum								
00001	EQUIFAX INFORMATION SERV	4323674	00171226	16006183	ONLINE INVESTIGATIONS	06/30/17	258366	63,446.00-

EQUIFAX INFORMATION SERV								
Sum								
00001	EVANS, JERRY A	TRAV ADVANCE	00171364	16006254	TRAV ADV DRUG COURT CONF	06/30/17	258368	31.75-

EVANS, JERRY A								
Sum								
00001	FASTENAL COMPANY	MSHAT199253	00170152	16006355	CONCRETE/GROUT REPR-SIGNALS	06/30/17	258371	1,425.70-
00001	FASTENAL COMPANY	MSHAT199060	00169988	16006356	FIRST AID SUPP TRAFFIC DEPT	06/30/17	258371	151.03-
00001	FASTENAL COMPANY	MSHAT199207	00170091	16006357	COOLERS/DUCTSEAL TRAFF TRUCKS	06/30/17	258371	153.73-
00001	FASTENAL COMPANY	MSHAT198692	00169579	16006358	CONSTR DEPT SUPPLIES	06/30/17	258371	214.82-
00001	FASTENAL COMPANY	MSHAT198718	00169679	16006359	ELEC TAPE CONSTR DEPT	06/30/17	258371	137.51-
00001	FASTENAL COMPANY	MSHAT181895	00138201	16006360	CREDIT	06/30/17	258371	222.26-

FASTENAL COMPANY								
Sum								
00001	FLUIDS INC.	10885	00170958	16006305	MINERAL OIL	06/30/17	258374	57.16

FLUIDS INC.								
Sum								
00001	FORREST CTY SUPERVISORS	JAIL 4/17 EX	00171420	16006367	JAIL 4/17 EXPENSES	06/30/17	258375	822.19-
00001	FORREST CTY SUPERVISORS	JAIL 4/17 ME	00171420	16006368	JAIL 4/17 MEDICAL	06/30/17	258375	3,600.00-
00001	FORREST CTY SUPERVISORS	STORM DEBRIS	00171398	16006340	TORNADO DEBRIS RMVL/DISPOSAL	06/30/17	258376	46,120.00-

FORREST CTY SUPERVISORS								
Sum								
00001	FV RECYCLING	2017-8972	00171230	16006193	RECYCLE FEES 5/17 SANIT	06/30/17	258379	1,458.64-
00001	FV RECYCLING	2017-8973	00171230	16006194	RECYCLE FEES 5/17 SANIT	06/30/17	258379	326,983.73-
00001	FV RECYCLING	2017-8974	00171230	16006195	RECYCLE FEES 5/17 SANIT	06/30/17	258379	-----
00001	FV RECYCLING	2017-8975	00171230	16006196	RECYCLE FEES 5/17 SANIT	06/30/17	258379	374,562.37-
00001	FV RECYCLING	2017-9032	00171230	16006197	RECYCLE FEES 6/17 SANIT	06/30/17	258379	129.75-
00001	FV RECYCLING	2017-9091	00171230	16006198	RECYCLE FEES 6/17 SANIT	06/30/17	258379	50.50-
00001	FV RECYCLING	2016-2134	00171423	16006389	RECYCLE FEES 8/16 SANIT	06/30/17	258379	120.75-
00001	FV RECYCLING	2016-2133	00171423	16006390	RECYCLE FEES 8/16 SANIT	06/30/17	258379	27.75-
00001	FV RECYCLING	2016-2841	00171423	16006391	RECYCLE FEES 10/16 SANIT	06/30/17	258379	73.50-
00001	FV RECYCLING	2017-0806	00171423	16006392	RECYCLE FEES 3/17 SANIT	06/30/17	258379	55.25-
00001	FV RECYCLING	2017-0807	00171423	16006393	RECYCLE FEES 3/17 SANIT	06/30/17	258379	43.50-
00001	FV RECYCLING	2017-0808	00171423	16006394	RECYCLE FEES 3/08 SANIT	06/30/17	258379	58.00-
00001	FV RECYCLING	2017-9121	00171423	16006395	RECYCLE FEES 6/17 SANIT	06/30/17	258379	34.25-
00001	FV RECYCLING	2017-1158	00171423	16006396	RECYCLE FEES 6/17 SANIT	06/30/17	258379	27.50-
00001	FV RECYCLING	2017-1149	00171423	16006397	RECYCLE FEES 6/17 SANIT	06/30/17	258379	16.50-

FV RECYCLING								
Sum								
00001	G & K SERVICES	1035823980	00171313	16006270	UNIFORMS 4/03 GEORGE	06/30/17	258380	42.25-

00001 G & K SERVICES	1035826066	00171313 16006271 UNIFORMS 4/10 GEORGE	06/30/17	258380	4.55-
00001 G & K SERVICES	1035828132	00171313 16006272 UNIFORMS 4/17 GEORGE	06/30/17	258380	4.55-
00001 G & K SERVICES	6035830241	00171313 16006273 UNIFORMS 4/24 GEORGE	06/30/17	258380	4.55-

G & K SERVICES					
Sum					18.20-
00001 GALL'S LLC	007009286	00168088 16006226 HANDCUFFS POLICE STOCK	06/30/17	258381	461.50-

GALL'S LLC					
Sum					461.50-
00001 GALLS (WAS MCCAIN UNIF	007169835	00166540 16006224 BOOTS POLICE STOCK	06/30/17	258382	204.46-
00001 GALLS (WAS MCCAIN UNIF	007657992	00166540 16006225 BOOTS POLICE STOCK	06/30/17	258382	204.46-

GALLS (WAS MCCAIN UNIF					
Sum					408.92-
00001 GARNER LUMLEY ELECTRIC S	537654	00170635 16006341 ELEC SUPP 2ND ST PROJECT	06/30/17	258383	70.86-

GARNER LUMLEY ELECTRIC S					
Sum					70.86-
00001 GILLILANDS ELECTRONICS S	64330	00171206 16006161 REPLACE CAMERA PUBLIC WORKS	06/30/17	258385	197.00-
00001 GILLILANDS ELECTRONICS S	64329	00171206 16006162 CAMERAS PUBLIC WORKS	06/30/17	258385	439.90-
00001 GILLILANDS ELECTRONICS S	63959	00169557 16006363 DUAL DROPS M TRANS TEMP LOC	06/30/17	258385	1,687.50-
00001 GILLILANDS ELECTRONICS S	64341	00169562 16006364 REPR PHONES TORNADO M TRANSIT	06/30/17	258385	2,987.00-

GILLILANDS ELECTRONICS S					
Sum					5,311.40-
00001 GULF COAST MOVERS (TWO M	0345-4965	00170294 16006365 MOVE MASS TRANS DEPT TORNADO	06/30/17	258390	1,912.50-

GULF COAST MOVERS (TWO M					
Sum					1,912.50-
00001 GULF COAST OFFICE PRODUC	28738-0	00171124 16006149 OFFICE SUPP PLANNING DEPT	06/30/17	258391	160.32-
00001 GULF COAST OFFICE PRODUC	28292-0	00169431 16006334 BATTERIES/LABELS	06/30/17	258391	188.40-
00001 GULF COAST OFFICE PRODUC	28193-0	00169107 16006336 OFFICE SUPP LAND CODE	06/30/17	258391	275.97-

GULF COAST OFFICE PRODUC					
Sum					624.69-
00001 HANCOCK BANK TRUST & FIN	6/23/17 DUE	02017610 16006387 MDB 2001 BONDS 12/22/08	06/28/17	111908	2,178.29-

HANCOCK BANK TRUST & FIN					
Sum					2,178.29-
00001 HATTIESBURG HYDRAULICS I	69778	00171236 16006233 REPR PTS U#16010 CEMETERY	06/30/17	258397	28.80-

HATTIESBURG HYDRAULICS I					
Sum					28.80-
00001 HOLLAND VETERINARY HOSPI	PO#171330 5/	00171330 16006284 FOOD POLICE K-9	06/30/17	258400	514.20-
00001 HOLLAND VETERINARY HOSPI	PO#171330 5/	00171330 16006285 FOOD POLICE K-9	06/30/17	258400	479.92-
00001 HOLLAND VETERINARY HOSPI	3054 278014	00171332 16006289 SERVS K-9 BOYKE	06/30/17	258400	55.00-
00001 HOLLAND VETERINARY HOSPI	3054 278016	00171332 16006290 SERVS K-9 OTTER	06/30/17	258400	55.00-

HOLLAND VETERINARY HOSPI					
Sum					1,104.12-
00001 HOME DEPOT	7971134	00170671 16006238 SHELVES M TRANS TORNADO 2017	06/30/17	258403	1,464.40-

00001 HOME DEPOT	8970936	00170379 16006239	VACUUM CLEANER #6 FIRE STA	06/30/17	258403	88.00-
00001 HOME DEPOT	8971131	00170619 16006240	ROPE/WASP SPRAY/PAINT TRAFFIC	06/30/17	258403	222.96-
00001 HOME DEPOT	1970912	00170358 16006241	DRILL/IMPACT KIT TRAFFIC	06/30/17	258403	338.00-
00001 HOME DEPOT	6970978	00170406 16006243	DRUM FAN FOR SHOP	06/30/17	258403	658.00-
00001 HOME DEPOT	9970667 CRED	00170379 16006244	CREDIT PPO#169848 FIRE DEPT	06/30/17	258403	8.33

HOME DEPOT						
Sum						2,763.03-
00001 INDOFF INC	2971679	00171085 16006204	OFFICE SUPP CEMETERY	06/30/17	258406	184.80-

INDOFF INC						
Sum						184.80-
00001 INTERFACE SECURITY SYSTE	18761379	00171250 16006217	SECURITY 7/17 HIGHLAND CEM	06/30/17	258407	33.02-
00001 INTERFACE SECURITY SYSTE	18769842	00171250 16006218	SECURITY 7/17 SOUTH HILL CEM	06/30/17	258407	29.95-

INTERFACE SECURITY SYSTE						
Sum						62.97-
00001 JOHNNY'S WRECKER SERVICE	32436	00170897 16006157	TOWING U#13933 FIRE DEPT	06/30/17	258411	350.00-

JOHNNY'S WRECKER SERVICE						
Sum						350.00-
00001 JONES, OPHELIA	TRAV ADVANCE	00171343 16006253	TRAV ADV DUI FORUM JACKSON	06/30/17	258414	207.00-

JONES, OPHELIA						
Sum						207.00-
00001 KING, WILEY & WILLIAMS (	DAMAGE DEP R 02017602	16006349	DAMAGE DEPOSIT REFUND	06/30/17	258420	100.00-

KING, WILEY & WILLIAMS (						
Sum						100.00-
00001 KNOX CO	INV01052195	00170833 16006335	KEY SECURE BOXES FIRE DEPT	06/30/17	258422	1,879.00-

KNOX CO						
Sum						1,879.00-
00001 LAMAR CTY SHERIFF	JAIL 5/17 EX	00171387 16006337	JAIL 5/17 EXPENSES	06/30/17	258425	540.00-
00001 LAMAR CTY SHERIFF	JAIL 3/17 ME	00171387 16006338	JAIL 3/17 MEDICAL	06/30/17	258425	75.42-

LAMAR CTY SHERIFF						
Sum						615.42-
00001 LARRY'S WRECKER SERVICE	3302	00171136 16006153	TOWING U#16647 POLICE	06/30/17	258427	55.00-
00001 LARRY'S WRECKER SERVICE	3247	00171136 16006154	TOWING U#18204 POLICE	06/30/17	258427	55.00-
00001 LARRY'S WRECKER SERVICE	3124	00171329 16006298	TOWING U#18202	06/30/17	258427	55.00-
00001 LARRY'S WRECKER SERVICE	3128	00171435 16006366	TOWING U#18325 POLICE	06/30/17	258427	55.00-

LARRY'S WRECKER SERVICE						
Sum						220.00-
00001 LASERTEC	12383	00171123 16006151	NEW MAYOR'S SIGNATURE AS400	06/30/17	258428	645.00-

LASERTEC						
Sum						645.00-
00001 LAWRENCE PRINTING CO INC	18352	00170823 16006146	TRUSTMARK BANK CHECKS ACCTG	06/30/17	258429	296.81-

LAWRENCE PRINTING CO INC						

Sum							296.81-
00001 LINEBARGER GOGGAN BLAIR	5/15/2017	16006173	POLICE FINES COLL.FEE	06/30/17	258431		4,321.87-

LINEBARGER GOGGAN BLAIR							
Sum							4,321.87-
00001 LOCAL GOVERNMENT SERVICE	1658	00171452	16006398 EXT LAND LEASE AMERICAN TOWER	06/30/17	258432		875.00-

LOCAL GOVERNMENT SERVICE							
Sum							875.00-
00001 M B C - L E O	REG BROWN 7/	00171251	16006209 REG BROWN CONF BILOXI	06/30/17	258435		175.00-

M B C - L E O							
Sum							175.00-
00001 MAC PAPERS	385918	00171040	16006199 LINEN PAPER/ENV INAUGURATION	06/30/17	258436		306.89-
00001 MAC PAPERS	386013	00171171	16006317 INAUGURATION ENV/NOTE CARDS	06/30/17	258436		156.86-

MAC PAPERS							
Sum							463.75-
00001 MCCi LLC	00011260	00171135	16006145 SCAN/INDEX POL/COURT RECORDS	06/30/17	258439		4,635.84-

MCCi LLC							
Sum							4,635.84-
00001 MID SOUTH UNIFORM & SUPP	563516	00169685	16006219 BOOTS SPEIGHTS/MITCHAM	06/30/17	258440		192.84-

MID SOUTH UNIFORM & SUPP							
Sum							192.84-
00001 MOFFETT, STEPHANIE	PETTY CASH 6	00171207	16006160 PETTY CASH PUBLIC WORKS	06/30/17	258443		215.24-

MOFFETT, STEPHANIE							
Sum							215.24-
00001 MOORE'S BICYCLE SHOP INC	PO#159470	00159470	16006286 BIKE REPAIR/SHORTS LT TAPP	06/30/17	258446		93.00-
00001 MOORE'S BICYCLE SHOP INC	PO#163015	00163015	16006287 BIKE PUMP	06/30/17	258446		35.00-

MOORE'S BICYCLE SHOP INC							
Sum							128.00-
00001 MS ASSN OF EDUCATIONAL O	MAEOP-AD17	00170544	16006350 AD 68TH CONF PROGRAM BOOK	06/30/17	258449		125.00-

MS ASSN OF EDUCATIONAL O							
Sum							125.00-
00001 MS FIRE & SAFETY OF HBUR	55437	00169859	16006228 HOOD SYS SERV (6) FIRE STA	06/30/17	258450		570.00-

MS FIRE & SAFETY OF HBUR							
Sum							570.00-
00001 MS GRASS NURSERY	28723	00171028	16006168 GRASS SOD CEMETERIES	06/30/17	258451		130.00-
00001 MS GRASS NURSERY	28712	00171028	16006169 GRASS SOD CEMETERIES	06/30/17	258451		260.00-

MS GRASS NURSERY							
Sum							390.00-
00001 MS MUNICIPAL LEAGUE	REG WILLIAMS	00171133	16006150 REG WILLIAMS AWARD LUNCHEON	06/30/17	258452		25.00-
00001 MS MUNICIPAL LEAGUE	REG HUGHES 7	00171314	16006265 REG HUGHES CONF BILOXI	06/30/17	258452		275.00-
00001 MS MUNICIPAL LEAGUE	REG AMOS 7/2	00171342	16006266 REG AMOS CONF BILOXI	06/30/17	258452		275.00-
00001 MS MUNICIPAL LEAGUE	REG WHITE 7/	00171370	16006283 REG WHITE CONF BILOXI	06/30/17	258452		275.00-

00001 MS MUNICIPAL LEAGUE	REG RUTLAND	00171319	16006311	REG RUTLAND CONF BILOXI	06/30/17	258452	275.00-

MS MUNICIPAL LEAGUE							
Sum							1,125.00-
00001 MS POWER COMPANY	6/17 GENERAL	00201718	16006348	MNTHLY ELEC-GENERAL	06/30/17	258453	104,885.51-

MS POWER COMPANY							
Sum							104,885.51-
00001 MS STATE/SECRETARY OF ST	NOTARY APPL	00171367	16006312	NOTARY APPL MCDANIEL	06/30/17	258454	25.00-

MS STATE/SECRETARY OF ST							
Sum							25.00-
00001 MULTITECH OFFICE MACHINE	17060838	00171299	16006268	PRINTER SUPP INFO TECH	06/30/17	258456	1,063.40-

MULTITECH OFFICE MACHINE							
Sum							1,063.40-
00001 NATIONAL ASSOCIATION DRU	REG EVANS 7/	00171337	16006255	REG EVANS DRUG COURT CONF	06/30/17	258458	750.00-
00001 NATIONAL ASSOCIATION DRU	REG O'FLYNN	00171337	16006256	REG O'FLYNN DRUG COURT CONF	06/30/17	258458	750.00-
00001 NATIONAL ASSOCIATION DRU	REG TAYLOR 7	00171337	16006257	REG TAYLOR DRUG COURT CONF	06/30/17	258458	750.00-
00001 NATIONAL ASSOCIATION DRU	REG ALLEN 7/	00171337	16006258	REG ALLEN DRUG COURT CONF	06/30/17	258458	750.00-

NATIONAL ASSOCIATION DRU							
Sum							3,000.00-
00001 NEWELL PAPER COMPANY	4003473	00171141	16006200	JANIT SUPP CITY HALL	06/30/17	258459	319.60-
00001 NEWELL PAPER COMPANY	4003472	00171140	16006201	COPY PAPER CITY HALL	06/30/17	258459	251.00-

NEWELL PAPER COMPANY							
Sum							570.60-
00001 O'FLYNN, SALLY J, ATTORN	TRAV ADVANCE	00171365	16006259	TRAV ADV DRUG COURT CONF	06/30/17	258461	1,425.70-

O'FLYNN, SALLY J, ATTORN							
Sum							1,425.70-
00001 OFFICE DEPOT INC	2076650582	00170954	16006203	OFFICE CHAIR PUBLIC WORKS	06/30/17	258462	99.99-
00001 OFFICE DEPOT INC	2077612226	00171175	16006332	OFFICE SUPP POLICE DEPT	06/30/17	258462	290.25-
00001 OFFICE DEPOT INC	2077895291	00170855	16006352	COMPUTER SUPP LAND CODE	06/30/17	258462	332.46-

OFFICE DEPOT INC							
Sum							722.70-
00001 PEARL RIVER VALLEY EPA (	6/17 GENERAL	00201718	16006346	MNTHLY 6/17 PUBLIC SERVICES	06/30/17	258464	1,353.99-

PEARL RIVER VALLEY EPA (							
Sum							1,353.99-
00001 PETAL SHOE SHOP	759806	00170388	16006229	BOOTS TRAFFIC CREW WORKER	06/30/17	258465	100.00-

PETAL SHOE SHOP							
Sum							100.00-
00001 PINE BELT INDUSTRIAL SUP	4151481-01	00170492	16006307	REPR PTS U#13988	06/30/17	258468	12.74-
00001 PINE BELT INDUSTRIAL SUP	4151589-01	00170492	16006308	REPR PTS U#13988	06/30/17	258468	15.48-
00001 PINE BELT INDUSTRIAL SUP	4151481-04	00170492	16006309	REPR PTS U#13988	06/30/17	258468	6.37-

PINE BELT INDUSTRIAL SUP							
Sum							34.59-

00001 PINE BELT OIL COMPANY IN POLICE 5/1-5	00171228	16006180	REMOTE SITE FUEL CHGS 5/17	06/30/17	258469	2,421.73-
00001 PINE BELT OIL COMPANY IN FIRE 5/1-5/3	00171228	16006181	REMOTE SITE FUEL CHGS 5/17	06/30/17	258469	1,610.90-
00001 PINE BELT OIL COMPANY IN 1047186	00171222	16006249	GAS FOR FUEL STATION	06/30/17	258469	10,147.14-
00001 PINE BELT OIL COMPANY IN 1047082	00171222	16006250	DIESEL FOR FUEL STATION	06/30/17	258469	6,399.88-

PINE BELT OIL COMPANY IN						
Sum						20,579.65-
00001 PINE BELT REGIONAL SOLID 100006 5/17	00171211	16006192	REFUSE DISPOSAL SANIT DEPT	06/30/17	258470	47,569.48-

PINE BELT REGIONAL SOLID						
Sum						47,569.48-
00001 PITNEY BOWES INC-METER R 3303677537	00171231	16006179	POSTAL MACHINE 3/30-6/29/17	06/30/17	258472	1,206.87-

PITNEY BOWES INC-METER R						
Sum						1,206.87-
00001 PODS ENTERPRISES, LLC HATT00000207	00171317	16006282	STORAGE CONTAINER TORNADO '17	06/30/17	258473	169.00-

PODS ENTERPRISES, LLC						
Sum						169.00-
00001 PRO TRAVEL INC LN96YN EVANS	00171336	16006260	AIRFARE EVANS DRUG COURT CONF	06/30/17	258475	435.40-
00001 PRO TRAVEL INC LN96YN O'FLY	00171336	16006261	AIRFARE O'FLYNN DRUG CRT CONF	06/30/17	258475	435.40-
00001 PRO TRAVEL INC LN96YN TAYLO	00171336	16006262	AIRFARE TAYLOR DRUG CRT CONF	06/30/17	258475	435.40-
00001 PRO TRAVEL INC LN96YN ALLEN	00171336	16006263	AIRFARE ALLEN DRUG CRT CONF	06/30/17	258475	435.40-

PRO TRAVEL INC						
Sum						1,741.60-
00001 PUCKETT RENTS 605919-0001	00171166	16006230	FILTER FABRIC	06/30/17	258476	738.00-
00001 PUCKETT RENTS 606027-0001	00171287	16006353	REPR PTS U#19810	06/30/17	258476	63.00-

PUCKETT RENTS						
Sum						801.00-
00001 PYLE, MILLS & DYE PA 1292.0011 #1	00171306	16006278	SRVS SEWER CONTRACTS	06/30/17	258477	1,804.00-
00001 PYLE, MILLS & DYE PA 1292.0012 #9	00171306	16006279	SRVS 2016 ANNEXATION	06/30/17	258477	43,652.79-
00001 PYLE, MILLS & DYE PA 1292.0013 #9	00171306	16006280	SRVS PETAL 2016 ANNEXATION	06/30/17	258477	1,030.61-

PYLE, MILLS & DYE PA						
Sum						46,487.40-
00001 RAYNER, JACK 0006162017	00171340	16006292	POLYGRAPH LATERIAL M BROWN	06/30/17	258479	150.00-

RAYNER, JACK						
Sum						150.00-
00001 RECYCLING PROMOTIONS.COM 32137	00168956	16006164	RECYCLE MATLS HUB FEST	06/30/17	258480	1,354.22-
00001 RECYCLING PROMOTIONS.COM 32304	00168956	16006165	RECYCLE MATLS HUB FEST	06/30/17	258480	729.64-
00001 RECYCLING PROMOTIONS.COM 32155	00168956	16006166	RECYCLE MATLS HUB FEST	06/30/17	258480	418.00-

RECYCLING PROMOTIONS.COM						
Sum						2,501.86-
00001 RICOH CORP LMS17020004	00171324	16006304	DIGITAL ARCHIVING LAND CODE	06/30/17	258482	20,088.78-

RICOH CORP						
Sum						20,088.78-
00001 RJ YOUNG COMPANY INV1914475	00171262	16006214	COPIER 5/14-6/13/17 ENGR	06/30/17	258484	318.00-

00001 RJ YOUNG COMPANY	INV1914474	00171278 16006222	COPIER 5/14-6/13 CITY CLERK	06/30/17	258484	298.00-
00001 RJ YOUNG COMPANY	INV1918466	00171391 16006328	COPIER 5/16-6/15/17	06/30/17	258484	174.00-

RJ YOUNG COMPANY						
Sum						790.00-
00001 ROPER SUPPLY CO LLC	49526	00170624 16006221	LIGHTS/SIREN U#20619	06/30/17	258487	1,780.42-

ROPER SUPPLY CO LLC						
Sum						1,780.42-
00001 ROSE'S QUIK STOP	PO#161640 6/	00161640 16006300	MEALS PROMO BOARD EVALUATORS	06/30/17	258488	76.32-
00001 ROSE'S QUIK STOP	PO#163040 7/	00163040 16006301	MEALS PROMO INTERVIEW BOARD	06/30/17	258488	98.64-

ROSE'S QUIK STOP						
Sum						174.96-
00001 SMITH, JIM SERVICES	86839	00164368 16006234	A/C REPR MPO OFFICES	06/30/17	258496	804.04-

SMITH, JIM SERVICES						
Sum						804.04-
00001 SOLAR SUPPLY INC	3491946	00171086 16006269	A/C REPR PTS CITY HALL	06/30/17	258498	38.73-

SOLAR SUPPLY INC						
Sum						38.73-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 6/1/1	02017599 16006245	POLICE FINES COLL.FEE	06/30/17	258499	46.20-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 6/1/	02017600 16006246	POLICE FINES COLL.FEE	06/30/17	258499	82.95-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT3 6/1/	02017601 16006247	POLICE FINES COLL.FEE	06/30/17	258499	1,624.17-

SOUTHERN FINANCIAL SYSTE						
Sum						1,753.32-
00001 SOUTHERN PINE ELECTRIC P	6/17 GENERAL	00201718 16006345	MNTHLY 6/17 PUBLIC SERVICES	06/30/17	258502	59.17-

SOUTHERN PINE ELECTRIC P						
Sum						59.17-
00001 SOUTHERN TIRE MART #9 (M	9022453	00161656 16006302	LAWN MOWER TIRE REPAIR	06/30/17	258503	46.00-
00001 SOUTHERN TIRE MART #9 (M	9022454	00162784 16006303	REPLACE TRAILER TIRE	06/30/17	258503	41.00-

SOUTHERN TIRE MART #9 (M						
Sum						87.00-
00001 SOUTHERN TIRE MART LLC	9022150	00171030 16006170	TIRES U#19611/STOCK	06/30/17	258504	159.42-
00001 SOUTHERN TIRE MART LLC	9021424	00170625 16006202	TRAILER TIRES	06/30/17	258504	75.36-

SOUTHERN TIRE MART LLC						
Sum						234.78-
00001 SOUTHGROUP (HATTIESBURG	HATTIES-02 1	00171397 16006331	POSITION BOND MAYOR BARKER	06/30/17	258505	1,138.00-

SOUTHGROUP (HATTIESBURG						
Sum						1,138.00-
00001 STANDARD OFFICE SUPPLY C	0070467-001	00171097 16006211	OFFICE SUPP FIRE DEPT	06/30/17	258509	91.93-

STANDARD OFFICE SUPPLY C						
Sum						91.93-
00001 STATE FIRE ACADEMY	25370 LEE 4/	00171156 16006155	REG LEE VEHICLE RESCUE CLASS	06/30/17	258510	400.00-
00001 STATE FIRE ACADEMY	25401 BAILEY	00171210 16006188	REG BAILEY INSTRUCTOR CLASS	06/30/17	258510	380.00-

00001 STATE FIRE ACADEMY	25401 HATTEN	00171210	16006189	REG HATTEN INSTRUCTOR CLASS	06/30/17	258510	380.00-
00001 STATE FIRE ACADEMY	25401 SMITH	00171210	16006190	REG SMITH INSTRUCTOR CLASS	06/30/17	258510	380.00-

STATE FIRE ACADEMY							
Sum							
00001 STRIBLING EQUIPMENT CO L CS006092717:	00171347	16006339	REPR PTS U#20152	06/30/17	258511	1,540.00-	
428.05-							

STRIBLING EQUIPMENT CO L							
Sum							
00001 TATUM & ASSOCIATES ENVIR 623017	00171371	16006310	SRVS WASTEWTR PROJ CONSULTING	06/30/17	258512	428.05-	
3,661.37-							

TATUM & ASSOCIATES ENVIR							
Sum							
00001 TAYLOR, SHAKITA	TRAV ADVANCE	00171366	16006264	TRAV ADV DRUG COURT CONF	06/30/17	258513	3,661.37-
2,123.70-							

TAYLOR, SHAKITA							
Sum							
00001 THYSSENKRUPP ELEVATOR CO 3003225556	00171155	16006171	MAINT 7/17 PINE ST GARAGE	06/30/17	258516	2,123.70-	
468.40-							

THYSSENKRUPP ELEVATOR CO							
Sum							
00001 TRUCKS PLUS AUTO ACCESSO 35341	00170658	16006288	MATS VARI UNITS/TRAILER REPR	06/30/17	258520	468.40-	
654.00-							

TRUCKS PLUS AUTO ACCESSO							
Sum							
00001 TRUSTMARK BUSINESS CARD 2010 DUPREE	00171379	16006319	BAGGAGE FEES MAYOR/RUTLAND	06/30/17	258521	654.00-	
22.28-							
00001 TRUSTMARK BUSINESS CARD 2010 DUPREE	00171379	16006320	TKTS MAYOR/RUTLAND WASHINGTON	06/30/17	258521	1,211.20-	
00001 TRUSTMARK BUSINESS CARD 2010 DUPREE	00171379	16006321	TKT/UPGRADE NLC MEET CHICAGO	06/30/17	258521	878.60-	
00001 TRUSTMARK BUSINESS CARD 2010 DUPREE	00171379	16006322	SEAT UPGRADE MAYOR/RUTLAND	06/30/17	258521	115.74-	
00001 TRUSTMARK BUSINESS CARD 2010 DUPREE	00171379	16006323	MEALS/TAXI MAYOR/RUTLAND	06/30/17	258521	392.37-	
00001 TRUSTMARK BUSINESS CARD 2010 DUPREE	00171379	16006324	TKTS HUGHES/ARNOLD/COLEMAN	06/30/17	258521	1,486.80-	
00001 TRUSTMARK BUSINESS CARD 2010 DUPREE	00171379	16006325	LATE PAYMENT FEE	06/30/17	258521	35.00-	
00001 TRUSTMARK BUSINESS CARD 2010 DUPREE	00171379	16006326	FINANCE CHARGE	06/30/17	258521	51.39-	
00001 TRUSTMARK BUSINESS CARD 2010 DUPREE	00171379	16006327	HOTEL USCM MEET MIAMI 6/21-26	06/30/17	258521	343.01-	

TRUSTMARK BUSINESS CARD							
Sum							
00001 U S POSTMASTER-BOX RENT BOX 1898 ANN	00171139	16006152	BOX 1898 RENT CITY HALL	06/30/17	258522	4,536.39-	
496.00-							

U S POSTMASTER-BOX RENT							
Sum							
00001 VERIZON WIRELESS	9783996733	00171321	16006329	GIS IPAD 3/16-4/15/17	06/30/17	258527	496.00-
00001 VERIZON WIRELESS	9785817279	00171321	16006330	GIS IPAD 4/16-5/14/17	06/30/17	258527	40.01-
40.01-							

VERIZON WIRELESS							
Sum							
00001 VULCAN MATERIALS CO	50305856	00170972	16006369	LIMESTONE	06/30/17	258529	80.02-
00001 VULCAN MATERIALS CO	50308373	00170972	16006370	LIMESTONE	06/30/17	258529	993.48-
00001 VULCAN MATERIALS CO	50308374	00171102	16006371	LIMESTONE	06/30/17	258529	2,369.46-
3,341.52-							

VULCAN MATERIALS CO							
Sum							
6,704.46-							

00001 WAL-MART STORES INC	004248	00170845 16006237 ELECTION SUPPLIES	06/30/17	258531	55.12-
00001 WAL-MART STORES INC	003470	00170630 16006299 FOOD CITIZENS ACDMY CLS 5/23	06/30/17	258531	74.40-

WAL-MART STORES INC					
Sum					
00001 WARREN PAVING INC	24880MB	00163600 16006242 LIMESTONE PUBLIC WORKS	06/30/17	258533	129.52-

WARREN PAVING INC					
Sum					
00001 WASTE MANAGEMENT OF SOUT	0009947-2526	00171180 16006167 WASTE DISPOSAL SANIT DEPT	06/30/17	258535	247.86-

WASTE MANAGEMENT OF SOUT					
Sum					
00001 WATCH GUARD VIDEO	SRINV0016514	00171352 16006294 DVR2 REPAIR	06/30/17	258536	2,426.60-
00001 WATCH GUARD VIDEO	SRINV0016552	00171352 16006295 DVR2 REPAIR	06/30/17	258536	220.00-

WATCH GUARD VIDEO					
Sum					
00001 WATTS BROTHERS TRACTOR C	01-26542	00171121 16006372 REPR PTS U#16723 STREET	06/30/17	258538	345.00-

WATTS BROTHERS TRACTOR C					
Sum					
00001 WB MASON CO INC (FORMERL	I45152041	00171197 16006267 PRINTER SUPP INFO TECH	06/30/17	258539	84.51-

WB MASON CO INC (FORMERL					
Sum					
00001 WHITE LENOIR, LA'KEYLAH	TRAV ADVANCE	00171353 16006281 TRAV ADV MML CONF BILOXI	06/30/17	258540	665.80-

WHITE LENOIR, LA'KEYLAH					
Sum					
00001 WILLMUT GAS & OIL COMPAN	6/17 GENERAL	00201718 16006347 MNTHLY GAS-GENERAL	06/30/17	258543	550.00-

WILLMUT GAS & OIL COMPAN					
Sum					
00001 WRITEGUARD BUSINESS SYST	00163667	00170907 16006148 PAYROLL CHECKS HUMAN RES	06/30/17	258545	118.60-

WRITEGUARD BUSINESS SYST					
Sum					
00001 1ST SOURCE SERVALL	FH8700992	00171008 16006158 ICE MACHINE PTS	06/30/17	258547	140.00-

1ST SOURCE SERVALL					
Sum					
00001 98 WASTE LLC	574	00171295 16006232 RUBBISH DISPOSAL SANIT DEPT	06/30/17	258548	391.59-

98 WASTE LLC					
Sum					

Sum					

2,028,817.85-					

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 06/28/17

PERIOD ENDING JUNE 30, 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 AGRI-AFC LLC	5353767	00171074	16001199	FERTILIZER FOR BALLFIELDS	06/30/17	258297	826.73-

AGRI-AFC LLC							
Sum							826.73-
00002 ALLBRITTON CHAIN SAW & L	50941	00171027	16001242	REPR PTS VARI GRNDS MNT UNTS	06/30/17	258299	138.80-

ALLBRITTON CHAIN SAW & L							
Sum							138.80-
00002 AMERICAN AIR SPECIALISTS	217097-01 (A)	00169875	16001299	REPR LEAKS TATUM SOCCER/BB	06/30/17	258301	1,200.00-
00002 AMERICAN AIR SPECIALISTS	217097-01 (B)	00171395	16001300	ADD AMT DUE PO#169875	06/30/17	258301	733.25-

AMERICAN AIR SPECIALISTS							
Sum							1,933.25-
00002 B W I	14252323	00171203	16001223	INFIELD DRYING AGENT	06/30/17	258311	1,457.00-

B W I							
Sum							1,457.00-
00002 BARHAM, BRENT KENNETH	OFFICIAL 6/6	02017611	16001255	OFFICIAL-DIXIE MAJORS	06/30/17	258312	250.00-

BARHAM, BRENT KENNETH							
Sum							250.00-
00002 BLUE DOLPHIN POOL	29283	00171104	16001216	PUMP MOTOR REPR DAHMER POOL	06/30/17	258316	2,793.26-
00002 BLUE DOLPHIN POOL	29292	00170191	16001230	REPLASTER MCNAIR CNTR POOL	06/30/17	258316	32,100.00-

BLUE DOLPHIN POOL							
Sum							34,893.26-
00002 BRACKMAN MOWER WAREHOUSE	29615	00171142	16001207	LUBRICANTS/MOWER REPR PTS	06/30/17	258321	581.60-
00002 BRACKMAN MOWER WAREHOUSE	29678	00171165	16001208	REPRS U#18867 MOWER	06/30/17	258321	577.60-
00002 BRACKMAN MOWER WAREHOUSE	29681	00171170	16001209	REPRS U#17085 &U#14980 MOWERS	06/30/17	258321	136.00-
00002 BRACKMAN MOWER WAREHOUSE	29683	00171187	16001210	WEEDEATER REPR PTS	06/30/17	258321	120.00-
00002 BRACKMAN MOWER WAREHOUSE	25386	00169188	16001248	GOLF CART RENT HUBFEST	06/30/17	258321	125.00-
00002 BRACKMAN MOWER WAREHOUSE	25532	00169188	16001250	CREDIT	06/30/17	258321	125.00-

BRACKMAN MOWER WAREHOUSE							
Sum							1,415.20-
00002 BRADDOCK, ARETHA	OFFICIAL 6/6	02017611	16001256	OFFICIAL-WOMENS BASKETBALL	06/30/17	258322	40.00-

BRADDOCK, ARETHA							
Sum							40.00-
00002 BRIDGES, ZOIE D	SPORTS SERVS	02017612	16001283	SPORTS SUPPORT SERVICES	06/30/17	258323	72.00-

BRIDGES, ZOIE D							
Sum							72.00-
00002 BUCKHAULTS ELECTRIC SERV	2271	00170065	16001213	LIGHT REPR CAMERON FIELD	06/30/17	258324	1,500.00-

BUCKHAULTS ELECTRIC SERV

Sum							1,500.00-
00002 BUCKOS CLEANERS	59886	00170691 16001214	CLEAN TABLE SKIRTS	06/30/17	258325		30.00-

BUCKOS CLEANERS

Sum							30.00-
00002 BURKETT RADIATOR SHOP	65060	00171202 16001224	A/C REPR U#14127	06/30/17	258326		265.00-

BURKETT RADIATOR SHOP

Sum							265.00-
00002 CAMPER CITY OF HATTIESBU	38963	00171138 16001211	ENCLOSED TRAILER REPR JDSCC	06/30/17	258327		85.00-

CAMPER CITY OF HATTIESBU

Sum							85.00-
00002 CARQUEST AUTO PARTS STOR	14758-85453	00168433 16001238	REPR PTS U#7382	06/30/17	258330		206.79-
00002 CARQUEST AUTO PARTS STOR	14758-90076	00170484 16001239	A/C REFRIGERANT U#9621	06/30/17	258330		35.96-
00002 CARQUEST AUTO PARTS STOR	14758-90690	00170785 16001240	REPR PTS VARI GRNDS MNTS UNTS	06/30/17	258330		49.70-
00002 CARQUEST AUTO PARTS STOR	14758-90820	00170933 16001241	REPR PTS U#11961	06/30/17	258330		11.97-

CARQUEST AUTO PARTS STOR

Sum							304.42-
00002 CAWTHON, ANDREW C	OFFICIAL 6/6	02017611 16001257	OFFICIAL-ADULT SOFTBALL	06/30/17	258331		220.00-

CAWTHON, ANDREW C

Sum							220.00-
00002 CELEBRATIONS ETC	04917	00170763 16001249	TENT RAILS/TRAILS GATEWAY DED	06/30/17	258332		544.50-

CELEBRATIONS ETC

Sum							544.50-
00002 CITY OF HATTIESBURG FUND	TRF 2ND 6/17	02017597 16001221	TRF 2ND 6/17 PAYROLL	06/20/17	311447		104,794.04-

CITY OF HATTIESBURG FUND

Sum							104,794.04-
00002 CLEMTS HARDWARE	118092	00171081 16001203	PRESSURE WASH SUPP T DEPOT	06/30/17	258339		211.96-
00002 CLEMTS HARDWARE	117883	00170600 16001235	ROPE	06/30/17	258339		42.90-

CLEMTS HARDWARE

Sum							254.86-
00002 COURTNEY'S RESTAURANT EQ	11371	00171100 16001243	ICE MACHINE REPR TATUM SOCCER	06/30/17	258345		90.00-

COURTNEY'S RESTAURANT EQ

Sum							90.00-
00002 CULLOP, DAVID A	OFFICIAL 6/6	02017611 16001258	OFFICIAL-DIXIE MAJORS	06/30/17	258348		100.00-

CULLOP, DAVID A

Sum							100.00-
00002 CURRY, GEORGE	OFFICIAL 6/6	02017611 16001259	OFFICIAL-DIXIE MAJORS	06/30/17	258349		140.00-

CURRY, GEORGE

Sum							140.00-
00002 DIXON, TIMOTHY	OFFICIAL 6/6	02017611 16001260	OFFICIAL-ADULT SOFTBALL	06/30/17	258357		40.00-

DIXON, TIMOTHY

Sum								40.00-
00002 DOLEAC ELECTRIC CO INC	H19522	00166929	16001228	LIGHT REPR TMBRTN SOFTBALL	06/30/17	258358	550.83-	-----

DOLEAC ELECTRIC CO INC

Sum							550.83-	
00002 EASLEY, CHARLES EDDIE	OFFICIAL 6/6	02017611	16001261	OFFICIAL-DIXIE MAJORS	06/30/17	258360	250.00-	-----

EASLEY, CHARLES EDDIE

Sum							250.00-	
00002 ECONOMY SUPPLY CO	275074	00171147	16001204	BALLFIELD LIME	06/30/17	258361	995.00-	
00002 ECONOMY SUPPLY CO	273928	00170725	16001205	METAL DOOR PEOPLE'S PARK	06/30/17	258361	445.00-	
00002 ECONOMY SUPPLY CO	275325	00171235	16001236	DEADBOLT LOCKS DAHMER PARK	06/30/17	258361	43.00-	-----

ECONOMY SUPPLY CO

Sum							1,483.00-	
00002 ENDOM TRAILERS	R54048	00169101	16001251	STORAGE POD TATUM FASTPITCH	06/30/17	258364	100.00-	-----

ENDOM TRAILERS

Sum							100.00-	
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 6/6	02017611	16001262	OFFICIAL-ADULT SOFTBALL	06/30/17	258367	210.00-	-----

ESTERS, WILLARD (BUTCH)

Sum							210.00-	
00002 EVERETT, RAYFORD	OFFICIAL 6/6	02017611	16001263	OFFICIAL-ADULT SOFTBALL	06/30/17	258369	60.00-	-----

EVERETT, RAYFORD

Sum							60.00-	
00002 FLAGG, RICKEY	OFFICIAL 6/6	02017611	16001264	OFFICIAL-DIXIE MAJORS	06/30/17	258372	140.00-	-----

FLAGG, RICKEY

Sum							140.00-	
00002 GARNER LUMLEY ELECTRIC S	537771	00170697	16001296	ELEC SUPP VETERAN'S PARK	06/30/17	258383	31.84-	-----

GARNER LUMLEY ELECTRIC S

Sum							31.84-	
00002 GLOBAL SECURITY COMPANY	10156	00171400	16001301	SECURITY 6/17 ADULT SOFTBALL	06/30/17	258386	440.00-	
00002 GLOBAL SECURITY COMPANY	10141	00171400	16001302	SECURITY ROWAN ADULT BB 5/17	06/30/17	258386	280.00-	
00002 GLOBAL SECURITY COMPANY	10155	00171400	16001303	SECURITY TATUM ADULT SB 5/17	06/30/17	258386	960.00-	-----

GLOBAL SECURITY COMPANY

Sum							1,680.00-	
00002 GRAVES, JEREMY	OFFICIAL 6/6	02017611	16001265	OFFICIAL-DIXIE MAJORS	06/30/17	258388	100.00-	-----

GRAVES, JEREMY

Sum							100.00-	
00002 GRAVES, KEN	OFFICIAL 6/6	02017611	16001266	OFFICIAL-DIXIE MAJORS	06/30/17	258389	145.00-	-----

GRAVES, KEN

Sum							145.00-	
00002 HARTFIELD, JOE	OFFICIAL 6/6	02017611	16001267	OFFICIAL-DIXIE MAJORS	06/30/17	258396	250.00-	-----

HARTFIELD, JOE								
Sum							250.00-	
00002 HOLLIMAN, DESTIN T	SPORTS SERVS 02017612 16001284	SPORTS SUPPORT SERVICES	06/30/17	258401		320.00-		

HOLLIMAN, DESTIN T								
Sum							320.00-	
00002 HOLLIMAN, ZARIUS	SPORTS SERVS 02017612 16001285	SPORTS SUPPORT SERVICES	06/30/17	258402		356.00-		

HOLLIMAN, ZARIUS								
Sum							356.00-	
00002 HUGHES, BEN D	OFFICIAL 6/6 02017611 16001268	OFFICIAL-DIXIE MAJORS	06/30/17	258405		240.00-		

HUGHES, BEN D								
Sum							240.00-	
00002 IRBY, STUART C CO	S010165405.0 00169952 16001237	ELEC SUPP CAMERON FIELD	06/30/17	258408		215.91-		

IRBY, STUART C CO								
Sum							215.91-	
00002 JACKSON, ROOSEVELT III	480590 00171063 16001244	PRESSURE WASH CITY HALL	06/30/17	258409		3,575.00-		
00002 JACKSON, ROOSEVELT III	480589 00170883 16001247	PAINT SURFACES FOUNTAIN PARK	06/30/17	258409		4,950.00-		

JACKSON, ROOSEVELT III								
Sum							8,525.00-	
00002 JONES, ANN	PETTY CASH 6 00171374 16001252	PETTY CASH GRNDS MAINT	06/30/17	258413		214.02-		

JONES, ANN								
Sum							214.02-	
00002 KETTLEY, ANNETTE	SPORTS SERVS 02017612 16001286	SPORTS SUPPORT SERVICES	06/30/17	258418		96.00-		

KETTLEY, ANNETTE								
Sum							96.00-	
00002 KING, CHRISTOPHER	OFFICIAL 6/6 02017611 16001269	OFFICIAL-ADULT SOFTBALL	06/30/17	258419		200.00-		

KING, CHRISTOPHER								
Sum							200.00-	
00002 KINNEL, ISAAC L	OFFICIAL 6/6 02017611 16001270	OFFICIAL-WOMENS BASKETBALL	06/30/17	258421		225.00-		

KINNEL, ISAAC L								
Sum							225.00-	
00002 LINDSEY, MICHAEL C	OFFICIAL 6/6 02017611 16001271	OFFICIAL-DIXIE MAJORS	06/30/17	258430		250.00-		

LINDSEY, MICHAEL C								
Sum							250.00-	
00002 MCBRIDE, ANDREW MARQUELL	SPORTS SERVS 02017612 16001287	SPORTS SUPPORT SERVICES	06/30/17	258438		344.00-		

MCBRIDE, ANDREW MARQUELL								
Sum							344.00-	
00002 MILLER, LLOYD M	OFFICIAL 6/6 02017611 16001272	OFFICIAL-DIXIE MAJORS	06/30/17	258441		50.00-		

MILLER, LLOYD M								
Sum							50.00-	
00002 MITCHELL TOOL SALES & SE 98271	00171381 16001295	IMPACT WRENCH	06/30/17	258442		182.00-		

MITCHELL TOOL SALES & SE							
Sum							182.00-
00002 MORGAN, MICHAEL D	OFFICIAL 6/6 02017611 16001273	OFFICIAL-DIXIE MAJORS	06/30/17	258448		370.00-	

MORGAN, MICHAEL D							
Sum							370.00-
00002 MS FIRE & SAFETY OF HBUR 54498	00171388 16001253	TEST EXTINGUISHER SIGLER CNTR	06/30/17	258450		89.00-	

MS FIRE & SAFETY OF HBUR							
Sum							89.00-
00002 MS POWER COMPANY	6/17 PKS/REC 00201718 16001254	MNTHLY ELEC-PARKS & REC	06/30/17	258453		11,183.53-	

MS POWER COMPANY							
Sum							11,183.53-
00002 MS TURF	080818	00170568 16001215	GRASS SOD GENEALOGY LIBRARY	06/30/17	258455	1,050.00-	

MS TURF							
Sum							1,050.00-
00002 NEWELL PAPER COMPANY	4003546	00171159 16001231	FLOOR WAX PRESSBOXES/CONCESNS	06/30/17	258459	208.09-	

NEWELL PAPER COMPANY							
Sum							208.09-
00002 PEANUTS TOWING SERVICE	75238	00170886 16001246	TOWING U#18560	06/30/17	258463	75.00-	

PEANUTS TOWING SERVICE							
Sum							75.00-
00002 PHILLIPS BARK PROCESSING	121056	00171060 16001297	WOOD MULCH CITY WIDE USE	06/30/17	258466	1,410.00-	

PHILLIPS BARK PROCESSING							
Sum							1,410.00-
00002 PIONEER MANUFACTURING CO	INV638480	00170495 16001232	PAINT MACHINE PTS	06/30/17	258471	632.00-	

PIONEER MANUFACTURING CO							
Sum							632.00-
00002 POWELL, RANDY	SPORTS SERVS 02017612 16001288	SPORTS SUPPORT SERVICES	06/30/17	258474		128.00-	

POWELL, RANDY							
Sum							128.00-
00002 SHAW, RATONIA	SPORTS SERVS 02017612 16001289	SPORTS SUPPORT SERVICES	06/30/17	258491		344.00-	

SHAW, RATONIA							
Sum							344.00-
00002 SHOWS, ROD B	OFFICIAL 6/6 02017611 16001274	OFFICIAL-DIXIE MAJORS	06/30/17	258493		135.00-	

SHOWS, ROD B							
Sum							135.00-
00002 SMITH, CARLTON L	OFFICIAL 6/6 02017611 16001275	OFFICIAL-ADULT SOFTBALL	06/30/17	258495		200.00-	

SMITH, CARLTON L							
Sum							200.00-
00002 SMITH, JOSH	OFFICIAL 6/6 02017611 16001276	OFFICIAL-DIXIE MAJORS	06/30/17	258497		95.00-	

SMITH, JOSH

Sum								95.00-
00002 SOUTHERN MS PINE STRAW	10623	00170497 16001222 PINE STRAW DUPREE GATEWAY PK	06/30/17	258500				275.00-
00002 SOUTHERN MS PINE STRAW	10630	00171308 16001292 PINE STRAW TRAIN DEPOT	06/30/17	258500				275.00-
00002 SOUTHERN MS PINE STRAW	10672	00171375 16001293 PINE STRAW TRAIN DEPOT	06/30/17	258500				275.00-

SOUTHERN MS PINE STRAW

Sum								825.00-
00002 SOUTHERN ON SITE STORAGE	56341	00171089 16001218 PORTALETS JUNE/JULY TOWN PARK	06/30/17	258501				1,060.00-
00002 SOUTHERN ON SITE STORAGE	56387	00171088 16001229 PORTALETS JUNTEENTH DAHMER PK	06/30/17	258501				1,020.00-

SOUTHERN ON SITE STORAGE

Sum								2,080.00-
00002 SOUTHERN TIRE MART #9 (M 9022079		00171091 16001206 TIRE U#11213	06/30/17	258503				129.95-
00002 SOUTHERN TIRE MART #9 (M 9022317		00171232 16001225 REPRS U#17998	06/30/17	258503				107.68-

SOUTHERN TIRE MART #9 (M

Sum								237.63-
00002 SOUTHERN TIRE MART LLC	9021982	00170966 16001212 MOWER REPR PTS	06/30/17	258504				23.00-
00002 SOUTHERN TIRE MART LLC	9021602	00170724 16001233 FLAT REPR U#20420	06/30/17	258504				19.95-

SOUTHERN TIRE MART LLC

Sum								42.95-
00002 SPECIALITY ROOFING SERVI 17-130-01		00168434 16001226 ROOF REPR EASTSIDE PK TORNADO	06/30/17	258506				4,875.00-
00002 SPECIALITY ROOFING SERVI 17-130-02		00168435 16001227 ROOF REPR DUNCAN LAKE TORNADO	06/30/17	258506				2,845.00-

SPECIALITY ROOFING SERVI

Sum								7,720.00-
00002 SPEEDY PRINTING & SIGNS	23901	00170409 16001245 NUMBERS U#20677 MOWER	06/30/17	258508				15.00-

SPEEDY PRINTING & SIGNS

Sum								15.00-
00002 TERRELL, WINSTON	OFFICIAL 6/6	02017611 16001277 OFFICIAL-ADULT SOFTBALL	06/30/17	258514				200.00-

TERRELL, WINSTON

Sum								200.00-
00002 THOMPSON, JESSE	OFFICIAL 6/6	02017611 16001278 OFFICIAL-WOMENS BASKETBALL	06/30/17	258515				150.00-

THOMPSON, JESSE

Sum								150.00-
00002 TROTTER, COREY	OFFICIAL 6/6	02017611 16001279 OFFICIAL-ADULT SOFTBALL	06/30/17	258518				120.00-

TROTTER, COREY

Sum								120.00-
00002 TROTTER, JAMES C JR	OFFICIAL 6/6	02017611 16001280 OFFICIAL-ADULT SOFTBALL	06/30/17	258519				220.00-

TROTTER, JAMES C JR

Sum								220.00-
00002 VARNADO, ALEXANDRIA	SPORTS SERVS	02017612 16001290 SPORTS SUPPORT SERVICES	06/30/17	258525				80.00-

VARNADO, ALEXANDRIA

Sum							80.00-
00002 VARNADO, UNDR	SPORTS SERVS 02017612	16001291	SPORTS SUPPORT SERVICES	06/30/17	258526		136.00-

VARNADO, UNDR							
Sum							136.00-
00002 VESELY'S NURSERY	PO#170884 (A)	00170884	16001200 RPLCMNT PLANTS CITY HALL	06/30/17	258528		291.00-
00002 VESELY'S NURSERY	PO#171064	00171064	16001201 LANDSCAPE PLANTS TRAIN DEPOT	06/30/17	258528		300.00-
00002 VESELY'S NURSERY	PO#170884 (B)	00171134	16001202 ADDL AMT DUE PO#170884	06/30/17	258528		120.00-
00002 VESELY'S NURSERY	PO#171377 6/	00171377	16001294 RPLCMNT PLANTS CITY HALL	06/30/17	258528		85.50-

VESELY'S NURSERY							
Sum							796.50-
00002 W D A M - TV	1719738-1 &	00169442	16001298 RIGHT WAY THROW AWAY ADS 4/17	06/30/17	258530		3,500.00-

W D A M - TV							
Sum							3,500.00-
00002 WAL-MART STORES INC	004226	00170822	16001234 SUMMER CAMP SUPPLIES	06/30/17	258531		394.37-

WAL-MART STORES INC							
Sum							394.37-
00002 WILLIAMS. CHRISTY M	OFFICIAL 6/6 02017611	16001282	OFFICIAL-WOMENS BASKETBALL	06/30/17	258541		80.00-

WILLIAMS. CHRISTY M							
Sum							80.00-
00002 WILLIAMS, MICHELLE K	PO#171201 6/	00171201	16001217 AQUATIC SERVICES 5/17	06/30/17	258542		3,000.00-
00002 WILLIAMS, MICHELLE K	PO#171209 6/	00171209	16001220 AQUATIC SERVS 6/17	06/30/17	258542		3,000.00-

WILLIAMS, MICHELLE K							
Sum							6,000.00-
00002 WILSON, JESSICA B	OFFICIAL 6/6 02017611	16001281	OFFICIAL-WOMENS BASKETBALL	06/30/17	258544		100.00-

WILSON, JESSICA B							
Sum							100.00-

Sum							204,229.73-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 06/28/17

PERIOD ENDING JUNE 30, 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 BODY TECH INC	3267	00171191	16001184	TOWING U#13080 LAGOON	06/30/17	258317	70.00-
00009 BODY TECH INC	4750 PO#1679	00167900	16001199	REPRS U#15667 TORNADO 2017	06/30/17	258317	2,679.10-

BODY TECH INC							2,749.10-
Sum							2,712.30-
00009 BONNER ANALYTICAL TESTIN	63441	00171172	16001183	EPA/MDEQ TESTS SOUTH LAGOON	06/30/17	258318	55.25-
00009 BONNER ANALYTICAL TESTIN	63446	00171286	16001210	R PEARSON FLOW READING TRNG	06/30/17	258318	106.00-
00009 BONNER ANALYTICAL TESTIN	63445	00171286	16001211	SAMPLES 118 HOPE DRIVE	06/30/17	258318	885.82-
00009 BONNER ANALYTICAL TESTIN	63466	00171311	16001216	MONITORING N&S LAGOONS	06/30/17	258318	-----
BONNER ANALYTICAL TESTIN							3,759.37-
Sum							15,493.50-
00009 CERTIFIED LABORATORIES	2748995	00170828	16001178	CHEMICALS SEWER DEPT	06/30/17	258333	13,868.50-
00009 CERTIFIED LABORATORIES	2749284	00170875	16001188	CHEMICALS LAGOONS	06/30/17	258333	-----
CERTIFIED LABORATORIES							29,362.00-
Sum							83.38-
00009 CINTAS CORPORATION #J66	J666545490	00171157	16001173	UNIFORMS 6/12 TRANS	06/30/17	258336	13.93-
00009 CINTAS CORPORATION #J66	J66545489	00171157	16001174	MOP/MAT 6/12 PLANT	06/30/17	258336	45.01-
00009 CINTAS CORPORATION #J66	J66545490	00171157	16001175	UNIFORMS 6/12 PLANT	06/30/17	258336	56.95-
00009 CINTAS CORPORATION #J66	J66545490	00171157	16001176	UNIFORMS 6/12 SEWER	06/30/17	258336	19.12-
00009 CINTAS CORPORATION #J66	J66545490	00171157	16001177	UNIFORMS 6/12 LAGOON	06/30/17	258336	78.60-
00009 CINTAS CORPORATION #J66	J66546237	00171234	16001193	UNIFORMS 6/19 TRANS	06/30/17	258336	13.93-
00009 CINTAS CORPORATION #J66	J66546236	00171234	16001194	MOP/MAT 6/19 PLANT	06/30/17	258336	45.01-
00009 CINTAS CORPORATION #J66	J66546237	00171234	16001195	UNIFORMS 6/19 PLANT	06/30/17	258336	56.95-
00009 CINTAS CORPORATION #J66	J66546237	00171234	16001196	UNIFORMS 6/19 SEWER	06/30/17	258336	19.12-
00009 CINTAS CORPORATION #J66	J66546237	00171234	16001197	UNIFORMS 6/19 LAGOON	06/30/17	258336	-----
CINTAS CORPORATION #J66							432.00-
Sum							110,470.95-
00009 CITY OF HATTIESBURG FUND	TRF 2ND 6/17	02017597	16001192	TRF 2ND 6/17 PAYROLL	06/20/17	22039	-----
CITY OF HATTIESBURG FUND							110,470.95-
Sum							348.76-
00009 COVINGTON SALES & SERVIC	76120	00170646	16001179	REPR PTS U#18897 SEWER	06/30/17	258346	-----
COVINGTON SALES & SERVIC							348.76-
Sum							762.00-
00009 D P C ENTERPRISES LP	212000466-17	00168693	16001189	CHEMICALS SOUTH LAGOON	06/30/17	258350	2,880.00-
00009 D P C ENTERPRISES LP	212000475-17	00168693	16001190	CHEMICALS SOUTH LAGOON	06/30/17	258350	1,440.00-
00009 D P C ENTERPRISES LP	212000476-17	00168693	16001191	CHEMICALS NORTH LAGOON	06/30/17	258350	1,524.00-
00009 D P C ENTERPRISES LP	212001195-17	00170994	16001218	CHEMICALS PLT #1	06/30/17	258350	1,143.00-
00009 D P C ENTERPRISES LP	212001196-17	00170994	16001219	CHEMICALS PLT #2	06/30/17	258350	-----
D P C ENTERPRISES LP							

Sum								7,749.00-
00009 DIXIE COMMUNITY UTILITY	SEWER BILLIN	00171154	16001172	SEWER BILLING 6/17	06/30/17	258356		391.50-

DIXIE COMMUNITY UTILITY								
Sum								391.50-
00009 FRIERSON, CHADWICK	TRAVEL REIMB	00171327	16001215	EXPNS MSRWA&MS MEET BILOXI	06/30/17	258377		39.70-

FRIERSON, CHADWICK								
Sum								39.70-
00009 HALSEN PRODUCTS COMPANY	0127681-IN	00162352	16001213	BARRICADES SEWER DEPT	06/30/17	258393		355.38-

HALSEN PRODUCTS COMPANY								
Sum								355.38-
00009 HUGHES SUPPLY	S150308119.0	00170881	16001186	BLDG SUPP WTR PLANT	06/30/17	258404		66.00-

HUGHES SUPPLY								
Sum								66.00-
00009 IRBY, STUART C CO	S010220247.0	00170781	16001220	ELEC SUPP TURTLECREEK CROSS	06/30/17	258408		1,184.20-
00009 IRBY, STUART C CO	S010220247.0	00170781	16001221	ELEC SUPP TURTLECREEK CROSS	06/30/17	258408		849.30-

IRBY, STUART C CO								
Sum								2,033.50-
00009 L & A CONTRACTING CO	483-084	00171294	16001212	AERATOR MNT 6/5-18 LAGOONS	06/30/17	258424		73,836.06-

L & A CONTRACTING CO								
Sum								73,836.06-
00009 MORGAN, C J INC	2017043	00171413	16001227	WATER REPRS 3/31-6/1 VARI LOC	06/30/17	258447		191,957.43-

MORGAN, C J INC								
Sum								191,957.43-
00009 MS POWER COMPANY	6/17 W&SO&M	00201718	16001226	MNTHLY ELEC-W&SO&M	06/30/17	258453		78,380.04-

MS POWER COMPANY								
Sum								78,380.04-
00009 NEWELL PAPER COMPANY	4003519	00171145	16001198	PAPER TOWELS/TRASH BAGS	06/30/17	258459		228.22-

NEWELL PAPER COMPANY								
Sum								228.22-
00009 OFFICE DEPOT INC	2076942967	00170985	16001217	PRINTER INK PLT #2	06/30/17	258462		98.78-
00009 OFFICE DEPOT INC	936416136001	00170985	16001222	CREDIT INV#928748482001	06/30/17	258462		371.46

OFFICE DEPOT INC								
Sum								272.68
00009 PEARL RIVER VALLEY EPA (6/17 W&SO&M	00201718	16001224	MNTHLY 6/17	PUBLIC SERVICES	06/30/17	258464		398.80-

PEARL RIVER VALLEY EPA (								
Sum								398.80-
00009 PHILLIPS CAR CARE CENTER 40564	00168781	16001181	REPRS U#13513	SEWER	06/30/17	258467		977.82-

PHILLIPS CAR CARE CENTER								
Sum								977.82-
00009 RJM MCQUEEN CONTRACTING 1249	00171273	16001200	PUMPING 5/17		06/30/17	258486		20,026.00-

00009	RJM MCQUEEN CONTRACTING	1250	00171273	16001201	PUMPING 5/17 TURTLE CREEK	06/30/17	258486	10,925.00-
00009	RJM MCQUEEN CONTRACTING	1251	00171273	16001202	FENCE USM PUMP STATION	06/30/17	258486	6,721.93-
00009	RJM MCQUEEN CONTRACTING	1252	00171302	16001203	SEWER REPR E 8TH/RIVER RD	06/30/17	258486	29,892.15-
00009	RJM MCQUEEN CONTRACTING	1253	00171302	16001204	SWR REPR WEST ST/SAN ANTONIO	06/30/17	258486	12,042.75-
00009	RJM MCQUEEN CONTRACTING	1254	00171302	16001205	SWR REPR S 32ND/BROOKWOOD	06/30/17	258486	8,423.80-
00009	RJM MCQUEEN CONTRACTING	1255	00171302	16001206	SWR REPR MCSWAIN/E LAUREL	06/30/17	258486	7,631.30-
00009	RJM MCQUEEN CONTRACTING	1257	00171302	16001207	SWR REPR WINDSOR/ARCADIA	06/30/17	258486	8,710.00-
00009	RJM MCQUEEN CONTRACTING	1256	00171302	16001208	SWR REPR LAGOON/E HARDY ST	06/30/17	258486	8,364.80-
00009	RJM MCQUEEN CONTRACTING	1260	00171408	16001229	PUMP LIFT STA PIEDMONT APTS	06/30/17	258486	7,762.50-
00009	RJM MCQUEEN CONTRACTING	1261	00171408	16001230	BY PASS PUMPING USM STA	06/30/17	258486	48,215.00-
00009	RJM MCQUEEN CONTRACTING	1262	00171408	16001231	GORDON CREEK MANHOLE	06/30/17	258486	3,061.00-

RJM MCQUEEN CONTRACTING								171,776.23-
Sum								1,135.00-
00009	SCOGGINS PUMP REPAIR	10689	00171057	16001182	ROTO FLOATS LIFT STATIONS	06/30/17	258489	-----
SCOGGINS PUMP REPAIR								1,135.00-
Sum								767.83-
00009	SOUTHERN PINE ELECTRIC P	6/17 W&SO&M	00201718	16001223	MNTHLY 6/17 PUBLIC SERVICES	06/30/17	258502	-----
SOUTHERN PINE ELECTRIC P								767.83-
Sum								291.90-
00009	SOUTHERN TIRE MART #9 (M	9022242	00171149	16001214	TIRE REPR U#13510 PLANT	06/30/17	258503	-----
SOUTHERN TIRE MART #9 (M								291.90-
Sum								350.71-
00009	SOUTHERN TIRE MART LLC	11125265	00169291	16001180	TIRE REPR PUMP TRUCK	06/30/17	258504	131.02-
00009	SOUTHERN TIRE MART LLC	9021720	00170737	16001187	TIRE REPR U#14128 PLANT	06/30/17	258504	-----
SOUTHERN TIRE MART LLC								481.73-
Sum								6,071.14-
00009	WATKINS & EAGAR	H0654-40060	00171301	16001209	SRVS GULF RESTORATION NETWORK	06/30/17	258537	-----
WATKINS & EAGAR								6,071.14-
Sum								13.00-
00009	WILLMUT GAS & OIL COMPAN	6/17 W&SO&M	00201718	16001225	MNTHLY GAS-W&SO&M	06/30/17	258543	-----
WILLMUT GAS & OIL COMPAN								13.00-
Sum								5,000.00-
00009	XYLEM WATER SOLUTIONS US	3556952602	00167554	16001228	SRV FILTER CNTRL SYS TORNADO	06/30/17	258546	-----
XYLEM WATER SOLUTIONS US								5,000.00-
Sum								-----
Sum								688,799.78-

Date - 06/28/17

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 BELL, TIMOTHY J	METER DEP RF	02017608	16000744	METER DEP RFD	06/30/17	258313	75.00-
BELL, TIMOTHY J							
Sum							75.00-
00011 BERANICH, SHANNON	WTR OVRPMT R	02017605	16000739	WTR OVRPMT RFD	06/30/17	258314	38.56-
00011 BERANICH, SHANNON	METER DEP RF	02017608	16000754	METER DEP RFD	06/30/17	258314	75.00-
BERANICH, SHANNON							
Sum							113.56-
00011 BOYD, LEAH	METER DEP RF	02017608	16000753	METER DEP RFD	06/30/17	258320	75.00-
BOYD, LEAH							
Sum							75.00-
00011 CULLINANE, ANDREW	METER DEP RF	02017607	16000746	METER DEP RFD	06/30/17	258347	26.00-
CULLINANE, ANDREW							
Sum							26.00-
00011 DAVIS, CASSANDRA	METER DEP RF	02017608	16000750	METER DEP RFD	06/30/17	258353	75.00-
DAVIS, CASSANDRA							
Sum							75.00-
00011 EAE REALTY, LLC	METER DEP RF	02017608	16000743	METER DEP RFD	06/30/17	258359	160.00-
EAE REALTY, LLC							
Sum							160.00-
00011 ELCHOS, VINCENT D	METER DEP RF	02017608	16000766	METER DEP RFD	06/30/17	258362	26.00-
ELCHOS, VINCENT D							
Sum							26.00-
00011 FLEMING, DIAMOND	METER DEP RF	02017608	16000755	METER DEP RFD	06/30/17	258373	19.44-
FLEMING, DIAMOND							
Sum							19.44-
00011 HALLMAN PROPERTY MGMT 19	METER DEP RF	02017608	16000764	METER DEP RFD	06/30/17	258392	26.00-
HALLMAN PROPERTY MGMT 19							
Sum							26.00-
00011 HAMPTON INN	METER DEP RF	02017608	16000767	METER DEP RFD	06/30/17	258394	400.00-
HAMPTON INN							
Sum							400.00-
00011 HARRIS, CHEYENNE	METER DEP RF	02017608	16000758	METER DEP RFD	06/30/17	258395	26.00-
HARRIS, CHEYENNE							
Sum							26.00-

00011 HAYNES, LYNN1	METER DEP RF 02017608 16000763 METER DEP RFD	06/30/17	258398	26.00-

HAYNES, LYNN1				26.00-
Sum				9.80-
00011 JOHNSON,SANJARIS	METER DEP RF 02017608 16000752 METER DEP RFD	06/30/17	258412	9.80-

JOHNSON,SANJARIS				9.80-
Sum				50.00-
00011 JR FOOD MART # 44	METER DEP RF 02017608 16000741 METER DEP RFD	06/30/17	258415	50.00-

JR FOOD MART # 44				50.00-
Sum				49.89-
00011 JR FOOD MART #114	WTR OVRPMT R 02017605 16000740 WTR OVRPMT RFD	06/30/17	258416	49.89-

JR FOOD MART #114				49.89-
Sum				50.00-
00011 JR FOOD MART #41	METER DEP RF 02017608 16000742 METER DEP RFD	06/30/17	258417	50.00-

JR FOOD MART #41				50.00-
Sum				26.00-
00011 LAMAR PROPERTY AND REALT	METER DEP RF 02017608 16000765 METER DEP RFD	06/30/17	258426	26.00-

LAMAR PROPERTY AND REALT				26.00-
Sum				19.44-
00011 LOTT, FRANK	METER DEP RF 02017608 16000757 METER DEP RFD	06/30/17	258433	19.44-

LOTT, FRANK				19.44-
Sum				43.00-
00011 LOVVORN,CHRISTINA	METER DEP RF 02017608 16000749 METER DEP RFD	06/30/17	258434	43.00-

LOVVORN,CHRISTINA				43.00-
Sum				26.00-
00011 MAY, HAYLEY	METER DEP RF 02017608 16000760 METER DEP RFD	06/30/17	258437	26.00-

MAY, HAYLEY				26.00-
Sum				26.00-
00011 MONTAGUE, HUNTER	METER DEP RF 02017607 16000745 METER DEP RFD	06/30/17	258444	26.00-

MONTAGUE, HUNTER				26.00-
Sum				26.00-
00011 MURPHY, NATHALIE	METER DEP RF 02017608 16000762 METER DEP RFD	06/30/17	258457	26.00-

MURPHY, NATHALIE				26.00-
Sum				9.80-
00011 RAY, JOHNNITA	METER DEP RF 02017608 16000761 METER DEP RFD	06/30/17	258478	9.80-

RAY, JOHNNITA				9.80-
Sum				26.00-
00011 REID, SANDRA	METER DEP RF 02017608 16000756 METER DEP RFD	06/30/17	258481	26.00-

REID, SANDRA				26.00-
Sum				

00011 SCOTT, AMBER	METER DEP RF 02017608 16000748 METER DEP RFD	06/30/17	258490	9.00-

SCOTT, AMBER				9.00-
Sum				5.16-
00011 SMART FOOD MART	METER DEP RF 02017608 16000751 METER DEP RFD	06/30/17	258494	5.16-

SMART FOOD MART				5.16-
Sum				27.50-
00011 TIBBETT, EUGENE THEODORE	METER DEP RF 02017608 16000747 METER DEP RFD	06/30/17	258517	27.50-

TIBBETT, EUGENE THEODORE				27.50-
Sum				43.00-
00011 WASHINGTON, CHARLENE	METER DEP RF 02017608 16000759 METER DEP RFD	06/30/17	258534	43.00-

WASHINGTON, CHARLENE				43.00-
Sum				-----
Sum				1,494.59-

PERIOD ENDING JUNE 30, 2017

Date

- 06/28/17

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

02017609

16000090

MAY MILLAGE

06/26/17

311452

311,914.45-

00027 H'BURG PUBLIC SCHOOLS

MAY MILLAGE

02017609

16000091

MAY MILLAGE

06/26/17

311453

40,286.75-

H'BURG PUBLIC SCHOOLS

Sum

352,201.20-

Sum

352,201.20-

Date - 06/28/17

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

AIRPORT IMPROVEMENT FUND

00039 ARE CONSULTANTS INC

160405M

00171372

16000030

SRV RUNWAY 13-31 LAND AQUISTN

06/30/17

258303

6,511.56-

00039 ARE CONSULTANTS INC

170428C

00171373

16000031

SRVS AIRPT TAXIWAY EXTENSION

06/30/17

258303

8,875.98-

ARE CONSULTANTS INC

Sum

15,387.54-

00039 KUTCHINS & GROH LLC

2736

00171369

16000032

SRVS RUNWAY 31 DRAIN SAFETY

06/30/17

258423

2,750.00-

KUTCHINS & GROH LLC

Sum

2,750.00-

Sum

18,137.54-

Date - 06/28/17

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

MUNICIPAL ROAD & BRIDGE

00072	FAIRLEY CONSTRUCTION	SER	EST#2	HAWKIN	00171260	16000097	SRV	HAWKINS	SCHL	SIDEWALKS	06/30/17	258370	44,697.76-
-------	----------------------	-----	-------	--------	----------	----------	-----	---------	------	-----------	----------	--------	------------

FAIRLEY CONSTRUCTION SER

Sum

44,697.76-

00072	RJM	MCQUEEN CONTRACTING	EST #1	TUSCA	00171128	16000095	SRVS	TUSCAN AVE	SIDEWALK PROJ	06/30/17	258486	24,268.72-
-------	-----	---------------------	--------	-------	----------	----------	------	------------	---------------	----------	--------	------------

00072	RJM	MCQUEEN CONTRACTING	1258	00171341	16000099	BUSCHMAN RR CROSS INS REIMB	06/30/17	258486	5,000.00-
-------	-----	---------------------	------	----------	----------	-----------------------------	----------	--------	-----------

RJM MCQUEEN CONTRACTING

Sum

29,268.72-

00072	WALTERS CONSTRUCTION CO	EST #1	EDWAR	00171137	16000096	SRVS	EDWARDS/HALL	PATHHWAY	06/30/17	258532	169,650.88-
-------	-------------------------	--------	-------	----------	----------	------	--------------	----------	----------	--------	-------------

00072	WALTERS CONSTRUCTION CO	EST#2	EDWARD	00171303	16000098	SRVS	EDWARDS/HALL AVE	PATHWAY	06/30/17	258532	49,163.77-
-------	-------------------------	-------	--------	----------	----------	------	------------------	---------	----------	--------	------------

WALTERS CONSTRUCTION CO

Sum

218,814.65-

Sum

292,781.13-

Sum

33,445.41-

Date - 06/28/17

Check No.	Check Amount
--------------	-----------------

00077 HUGHES SUPPLY	S150378473.0	00171114	16000351	A/C REPR PTS MCNAIR CENTER	06/30/17	258404	128.04-

HUGHES SUPPLY							128.04-
Sum							4,990.00-
00077 JACKSON, ROOSEVELT III	480591	00171190	16000347	PAINT REPR/CLEAN TRAIN DEPOT	06/30/17	258409	4,990.00-

JACKSON, ROOSEVELT III							4,990.00-
Sum							100.00-
00077 MOODY, AUDREY (REFUNDS)	SHERRILL CEN	02017603	16000355	DAMAGE DEPOSIT REFUND	06/30/17	258445	100.00-

MOODY, AUDREY (REFUNDS)							100.00-
Sum							3,391.55-
00077 MS POWER COMPANY	6/17	COMM CN	00201718	16000354	MNTHLY ELEC-COMM CENTERS	06/30/17	258453

MS POWER COMPANY							3,391.55-
Sum							303.13-
00077 OFFICE DEPOT INC	2075246590	00170942	16000343	OFFICE SUPP COMM CENTERS	06/30/17	258462	303.13-

OFFICE DEPOT INC							303.13-
Sum							100.00-
00077 RIDEOUT. DEMARCUS (REFUN	SHERRILL CEN	02017603	16000361	DAMAGE DEPOSIT REFUND	06/30/17	258483	100.00-

RIDEOUT. DEMARCUS (REFUN							100.00-
Sum							438.00-
00077 SPECIALTY ROOF SERVICES, 17-130-03		00171194	16000362	ROOF REPAIR CE ROY CENTER	06/30/17	258507	438.00-

SPECIALTY ROOF SERVICES,							438.00-
Sum							26.00-
00077 WILLMUT GAS & OIL COMPAN	6/17	COMM CN	00201718	16000353	MNTHLY GAS-COMM CENTERS	06/30/17	258543

WILLMUT GAS & OIL COMPAN							26.00-
Sum							36,200.19-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 06/28/17

PERIOD ENDING JUNE 30, 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	02017592	16000017	FOOD/BEVERAGE TAX 5/17	06/20/17	111886	436,571.76-

H'BURG CONVENTION COMMIS							436,571.76-
Sum							61,405.75-
00107 H'BURG TOURISM COMMISSIO	MOTEL SALES	02017591	16000018	MOTEL SALES TAX 5/17	06/20/17	111892	61,405.75-

H'BURG TOURISM COMMISSIO							61,405.75-
Sum							-----
Sum							497,977.51-

Grand Total Level							4,570,092.40-
Sum							