



**Tuesday, August 6, 2019
4:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

- 1. 2019-1** Approve the minutes for the July 15 & 16, 2019 meetings of the City Council.
- 2. 2019-9** Adopt the August 6, 2019 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2019 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.
- 3. 2019-53** Adopt a Resolution authorizing the form of a Development and Reimbursement Agreement between P&W Investments, LLC, a Mississippi Limited Liability Company, and the City of Hattiesburg and authorize the Mayor to execute the same.
- 4. 2019-2** Adopt a Resolution authorizing Requisition No. 47 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.
- 5. 2019-26** Adopt a Resolution authorizing Disbursement No. 21 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.

- 6. 2019-15** Rescind approval of the Interlocal Agreement approved July 16, 2019 related to a Pavement Management Plan, and Approve an Interlocal Agreement with Forrest County enabling each jurisdiction to fund its share of local match and other related costs of a Pavement Management Plan administered by the MPO and authorize the Mayor to execute the same.
- 7. 2019-40** Approve an Interlocal Agreement between the City of Hattiesburg and Forrest County to facilitate joint improvements to City streets and defining respective responsibilities with regards to undertaking and financing of such improvements, contingent upon approval by Forrest County and the Office of the Mississippi Attorney General and authorize the Mayor to execute the same.
- 8. 2019-37** Approve Owner / Architect Agreement with Albert & McCleskey Associates Architects for architectural services provided for owner-procured equipment, materials and installation services related to the construction of the Public Safety Complex and authorize Mayor to execute in triplicate.
- 9. 2019-42** Approve an Agreement with Terracon Consultants, Inc. to provide Geotechnical Engineering Services for the Fire Station No. 9 project and authorize the Mayor to execute in duplicate.
- 10. 2019-33** Approve a Professional Services Agreement between the City of Hattiesburg and Doleac Electric to provide generator maintenance on all city-owned generators at a cost of \$57,550.00 for annual maintenance and a additional fee of \$21,580.00 for semi-annual maintenance and authorize the Mayor to execute the same.
- 11. 2019-28** Approve a Contract with Shows, Dearman and Waits, Inc. for Preliminary Engineering Services through the LPA process of MDOT for Country Club Road Reconstruction between Killingsworth Drive and Highway 49 and authorize Mayor to execute in duplicate.
- 12. 2019-48** Approve Agreement between the City of Hattiesburg and Southern Mississippi Planning and Development, for administrative services related to the Lamar Boulevard Road Improvements (EDA) Disaster Supplemental Grant Project and authorize the Mayor to execute the same.
- 13. 2019-7** Approve Lighting Agreement with Mississippi Power to provide additional lighting in the East Jerusalem Enhancement Area for a monthly cost increase of \$677.18 and authorize the Mayor to execute the same.

- 14. 2019-8** Approve Lighting Agreement with Mississippi Power to provide additional lighting in the Vickers Estate Area for a monthly cost increase of \$44.40, and an upfront cost of \$1,593.30 and authorize the Mayor to execute the same.
- 15. 2019-12** Approve Lighting Agreement with Mississippi Power for additional lighting in the Alley between South 22nd and 23rd Avenues for an additional monthly cost of \$65.49 and authorize the Mayor to execute the same.
- 16. 2019-39** Approve Payment Application No. 6 and Final from C.B. Developers for the Comprehensive Water Improvements Phase V Project; Approve final acceptance of said project.
- 17. 2019-38** Approve an Agreement with Moore and Moore Properties, Inc. for the collection and treatment of Domestic Wastewater and authorize the Mayor to execute the same.
- 18. 2019-23** Approve Service Agreement with the Commission of Accreditation for Law Enforcement Agencies, in connection with an on-site assessment of Hattiesburg Police Department and authorize the Mayor to execute the same.
- 19. 2019-14** Approve an Interlocal Agreement with the University of Southern Mississippi for the provision of expanded service hours for certain fixed transit routes on certain days, contingent upon approval by the IHL Board of Directors and the Office of the Mississippi Attorney General and authorize the Mayor to execute the same.
- 20. 2019-43** Approve Event Marketing Agreement with IMG College, LLC, for marketing partnership with USM athletics for a three (3) year period beginning October 1, 2019 and ending October 1, 2021, in the annual amounts outlined in said agreement and authorize the Mayor to execute the same.
- 21. 2019-45** Approve form of Assignment of Sixteenth Section Lease and Deed to Improvements and Promissory Note for the purchase of property at 1410 West Pine Street; Approve purchase amount of \$607,000.00 and five year payment schedule and authorize Mayor to execute upon closing of transaction.
- 22. 2019-51** Adopt an ordinance amending sections 17-1 through 17-10 of the Code of Ordinances of the City of Hattiesburg, addressing aggressive panhandling in the City of Hattiesburg
- 23. 2019-31** Authorize payment for stored materials for the State Aid Project 31st Avenue and Alley Improvements Project (No. DECD-0018(34) BO).

24. **2019-18** Authorize the acceptance of the FY2020 Multi-Modal Transportation Improvement Program Award from the Mississippi Department of Transportation (MDOT) in the amount of \$13,800; authorize the Mayor to execute the same in triplicate.

25. **2019-13** Authorize the acceptance of Grant Offer in the amount of \$574,200.00 from the Federal Aviation Administration for the Bobby L. Chain Municipal Airport Drainage Restoration Part I project and authorize the Mayor to execute in duplicate.

26. **2019-25** Authorize the acceptance of the Traumatic Brain Injury/Spinal Cord Injury Trust Fund Program Award from the Mississippi Department of Rehabilitation Services (MDRS) in the amount of \$2,250 for the purchase of motorized wheelchair charging stations to be installed at five locations in the city. Authorize the Mayor to execute the same in duplicate.

27. **2019-32** Authorize the submission of the FY 2019 Mississippi Office of Homeland Security (MOHS) grant application in the amount of \$1,115,474 for the Hattiesburg Police Department to purchase the LifeMap 3D Modeling System, which will include 3D modeling of 5 city buildings, a viewer application, and first responder training.

28. **2019-36** Ratify and confirm the Mayor's appointment of Eddie Holloway (W1) to the Hattiesburg Public School Board for a term beginning September 1, 2019 and ending August 31, 2024.

29. **2019-30** Ratify and confirm the Mayor's appointment of Jeff Keysear (W4) to the Hattiesburg Planning Commission for a five-year term beginning August 1, 2019 and ending July 31, 2024.

30. **2019-52** Approve or Deny changes to wages and salaries proposed in accordance with Ordinance # 3154.

ROUTINE AGENDA

1. **2019-10** Set a public hearing on the proposed budget and proposed tax levies for fiscal year 2020 for 5:30 p.m. on Tuesday, September 3, 2019, in Council Chambers at City Hall; authorize advertisement of Notice of Public Hearing.

2. **2019-24** Approve and authorize issuance of manual check for CDBG Program Claim. {Entitlement CDBG}

3. **2019-49** Approve and authorize publication of a Request for Proposals for implementing a fully functional, city wide, cloud-based telecommunications system utilizing Voice over Internet Protocol (VOIP). for the City of Hattiesburg.

4. **2019-41** Approve and authorize publication of advertisement for bids for a Motorized Mobile Storage Shelving and Evidence Locker System complying with the attached specifications to be installed in the Public Safety Complex during its construction.

5. **2019-34** Acknowledge receipt of the Fiscal Year 2020 budget for Pine Belt Regional Solid Waste Authority.

6. **2019-11** Approve claims docket for the period ending July 31, 2019.

In Memoriam:

- **Ms. Mary Annette Esters**

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 6, 2019

Re: Approve the minutes for the July 15 & 16, 2019 meetings of the City Council.
File Number: 2019-1
Minute Book #

Summary

Recommendation Statement

Please place this on the August 6, 2019 City Council meeting for consideration.

Call to Order

BE IT REMEMBERED that the **Agenda Review meeting of the Hattiesburg City Council** was held at **4:00 p.m. Monday, July 15, 2019**, in the Dining Room of the Jackie Dole Community Center.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2 (in at 4:08 p.m.); Carter Carroll, Ward 3; Mary Dryden, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Cole; Deputy Clerk of Council, Lisa Luu; City staff members; media; and the public.

Council President Carroll Called the meeting to order.

Agenda Adjustments

The Clerk of Council read aloud amendments to the agenda as follows:

Agenda Adjustments at the request of the Administration as follows:

Delete Policy Item #17.

Add Policy Item #22:

22. **2019-478** Approve Memorandum of Agreement between the City of Hattiesburg and the Mississippi Department of Transportation (MDOT) for the Country Club Road Improvements Project (STP-8760-00(005)LPA / 108134-701000).

Attachments: MOA-Country Club Road
 Executed MOA with MTC for Country Club Drive Improvements

Add Routine Item #12:

12. **2019-522** Acknowledge declaration of state of local emergency due to Tropical Storm Barry that occurred in Hattiesburg on July 12, 2019, and end said State of Local Emergency.

Attachments: Barry-Declaration

Agenda Review

Council President Carroll proceeded with the Agenda Review.

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

Citizen Forum

Council Vice President Dryden proceeded with the Citizens' Forum.

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

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

Council Vice President Dryden closed the Citizen Forum.

2019-525 Citizens' Forum Sign-In Sheet, 7-15-19.

Attachments: 7-15-19 Citizens' Forum Sign-In Sheet

Budget Presentations

Council President Carroll proceeded with Fiscal Year 2019-2020 Budget Presentations from the following departments:

2019-526 2019-2020 Fiscal Year Budget Presentations from the following departments:

- Parks and Recreation Department
- Water and Sewer Department

Attachments: Parks and Recreation Budget Presentation

Meeting Recessed

By unanimous consent, Council President Carroll declared the **meeting recessed at 4:31 p.m., this the 15th day of July, 2019.**

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, July 16, 2019**, in the Dining Room of the Jackie Dole Community Center.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2; Carter Carroll, Ward 3; Mary Dryden, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton (out at 4:13 p.m.); City Attorney, Randy Pope; Clerk of Council, Ronda S. Cole; Deputy Clerk of Council, Lisa Luu; City staff members; media; and the public.

Council President Carroll Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Rev. Elijah McSwain, Sr. of Mt. Olive Missionary Baptist Church.

The Pledge of Allegiance was led by Major Michael Fleming.

Agenda Order

THE MATTER OF THE AGENDA ORDER came before the Council.

There were no additions or deletions to the agenda.

Presentation Agenda

THE PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

POLICY AGENDA

THE POLICY AGENDA came before the Council.

1. **2019-510** Approval of minutes - for the July 1, 2 & 9, 2019 meetings of the City Council.

Attachments: 7-1-19 Unsafe PH, AR, WS Mins
 7-2-19 Mins
 7-9-19 SC Mins

A MOTION was made by Council Member George and seconded by Council Member Brown to Approve the minutes for the July 1, 2 & 9, 2019 meetings of the City Council.

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

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

Nays: 0

2. **2019-506** Adopt a Resolution changing the time of the August 6, 2019, City Council meeting to 4 p.m. to allow city officials to participate in the City of Hattiesburg's National Night Out Against Crime activities.

Attachments: Resolution - changing council mtg time for Night Out Against Crime Activities

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt a Resolution (#2019-251) changing the time of the August 6, 2019, City Council meeting to 4 p.m. to allow city officials to participate in the City of Hattiesburg's National Night Out Against Crime activities.

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

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

Nays: 0

3. **2019-504** Adopt a Resolution authorizing Requisition No. 46 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: 2016 Bond Resolution No. 46

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2019-252) authorizing Requisition No. 46 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

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

Nays: 0

4. **2019-514** Adopt an order to approve the sale of a personal service weapon to retiring Police Officer Mike Sumner pursuant to Mississippi Code Annotated 45-9-131.

Attachments: Officer Sumner's Weapon

A MOTION was made by Council Member Brown and seconded by Council Member George to Adopt an order to approve the sale of a personal service weapon to retiring Police Officer Mike Sumner pursuant to Mississippi Code Annotated 45-9-131.

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

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

Nays: 0

5. **2019-497** Approve and accept bid received May 23, 2019, for the Bobby L. Chain Airport Runway 13 Drainage Improvements Part 1 Project; accept bid from Chris Albritton Construction Company, Inc., in the amount of \$599,840.00 as the lowest and best bid and authorize the Mayor to execute contracts upon preparation.

Attachments: Certified Bid Tabulation
 Recommendation Letter

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve and accept bid received May 23, 2019, for the Bobby L. Chain Airport Runway 13 Drainage Improvements Part 1 Project; accept bid from Chris Albritton Construction Company, Inc., in the amount of \$599,840.00 as the lowest and best bid and authorize the Mayor to execute contracts upon preparation.

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

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

Nays: 0

- 6. 2019-496** Approve an Interlocal Agreement with Forrest County and Lamar County enabling each jurisdiction to fund its share of local match and other related costs of a Pavement Management Plan administered by the MPO and authorize the Mayor to execute the same.

Attachments: INTERLOCAL AGREEMENT - Pavement Management 7-2019

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve an Interlocal Agreement with Forrest County and Lamar County enabling each jurisdiction to fund its share of local match and other related costs of a Pavement Management Plan administered by the MPO and authorize the Mayor to execute the same.

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

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

Nays: 0

- 7. 2019-498** Approve a Contract with Southern Mississippi Planning & Development District for the development of a Pavement Management Plan for certain participating entities of the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (MPO) in an amount not to exceed \$295,830, contingent upon approval by the MPO Policy Committee on or after July 24, 2019, committing the City of Hattiesburg to a local match of \$13,260 and authorize the Mayor to execute in triplicate.

Attachments: Contract - SMPDD - Pavement Management - 7-2019

A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to Approve a Contract with Southern Mississippi Planning & Development District for the development of a Pavement Management Plan for certain participating entities of the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (MPO) in an amount not to exceed \$295,830, contingent upon approval by the MPO Policy Committee on or after July 24, 2019, committing the City of Hattiesburg to a local match of \$13,260 and authorize the Mayor to execute in triplicate.

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

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

Nays: 0

- 8. 2019-499** Approve a Professional Services Agreement with Shows, Dearman and Waits, Inc. for engineering services related to the Country Club Road Water Improvements Project and authorize the Mayor to execute in duplicate.

Attachments: SDW Agreement

A MOTION was made by Council Member Brown and seconded by Council Vice President Dryden to

Approve a Professional Services Agreement with Shows, Dearman and Waits, Inc. for engineering services related to the Country Club Road Water Improvements Project and authorize the Mayor to execute in duplicate.

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

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

Nays: 0

- 9. 2019-495** Approve a Supplemental Agreement with Precision Construction for the 31st Avenue Improvements State Aid Project (NO. DECD-0018(34)BO) to add Borrow Excavation for a contract increase of \$14,440.00 and authorize the Mayor to execute.

Attachments: Supplemental Agreement No. 1 with Precision Construction

A MOTION was made by Council Member George and seconded by Council Member Delgado to Approve a Supplemental Agreement with Precision Construction for the 31st Avenue Improvements State Aid Project (NO. DECD-0018(34)BO) to add Borrow Excavation for a contract increase of \$14,440.00 and authorize the Mayor to execute.

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

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

Nays: 0

- 10. 2019-487** Approve a Lighting Agreement with Mississippi Power Company for additional lighting on Frontage Road in front of Windsor Village and N 31st Avenue north of Highway 49 to Southern Pines Animal Shelter for an additional monthly increase of \$61.66 and authorize the Mayor to execute.

Attachments: MS Power-Windsor Village and N 31st SL Request for LED

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve a Lighting Agreement with Mississippi Power Company for additional lighting on Frontage Road in front of Windsor Village and N 31st Avenue north of Highway 49 to Southern Pines Animal Shelter for an additional monthly increase of \$61.66 and authorize the Mayor to execute.

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

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

Nays: 0

- 11. 2019-492** Approve a Cooperative Equipment Agreement between the City of Hattiesburg and Mississippi Forestry Commission allowing for the transfer of excess equipment no longer in use by the Forestry Commission to the City of Hattiesburg for fire suppression responsibility and authorize the Mayor to execute.

Attachments: Forestry Cooperative Agreement

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve a Cooperative Equipment Agreement between the City of Hattiesburg and Mississippi Forestry Commission allowing for the transfer of excess equipment no longer in use by the Forestry Commission to the City of Hattiesburg for fire suppression responsibility and authorize the Mayor to execute.

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

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

Nays: 0

- 12. 2019-493** Approve a Contract between City of Hattiesburg Parks and Recreation Department and Greg Butler for the operation of Tennis Programs at Willis Terry Tennis Complex at Tatum Park for a term beginning July 16, 2019 and ending December 31, 2021 and authorize the Mayor to execute in duplicate.

Attachments: Tennis program agreement-Willis Terry

A MOTION was made by Council Member Brown and seconded by Council Vice President Dryden to Approve a Contract between City of Hattiesburg Parks and Recreation Department and Greg Butler for the operation of Tennis Programs at Willis Terry Tennis Complex at Tatum Park for a term beginning July 16, 2019 and ending December 31, 2021 and authorize the Mayor to execute in duplicate.

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

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

Nays: 0

- 13. 2019-488** Approve an Amendment No. 1 to the Memorandum of Understanding dated as of May 21, 2019 between City of Hattiesburg, Hattiesburg Municipal Court, and Pine Belt Mental Healthcare Resources for the provision of services as specified in the Substance Abuse and Mental Health Services Administration for Hattiesburg Behavioral Health Court Treatment Expansion and authorize the Mayor to execute.

Attachments: PBMHR MOU Amendment 1

A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Approve an Amendment No. 1 to the Memorandum of Understanding dated as of May 21, 2019 between City of Hattiesburg, Hattiesburg Municipal Court, and Pine Belt Mental Healthcare Resources for the provision of services as specified in the Substance Abuse and Mental Health Services Administration (SAMHSA) Award No. 1H79TI081923-01 for Hattiesburg Behavioral Health Court Treatment Expansion. This Amendment will allow for the services of a Peer Recovery Support Specialist to be provided by Pine Belt Mental Healthcare Resources, in addition to various other budget adjustments and authorize the Mayor to execute.

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

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

Nays: 0

- 14. 2019-508** Approve a Hosted Software Service Agreement between the City of Hattiesburg and Public Health Management Corporation for software services for Hattiesburg Municipal Drug Court and authorize the Mayor to execute.

Attachments: PHMC Service agreement.

A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Approve a Hosted Software Service Agreement between the City of Hattiesburg and Public Health Management Corporation for software services for Hattiesburg Municipal Drug Court and authorize the Mayor to execute.

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

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

Nays: 0

- 15. 2019-517** Approve a Water Treatment Program Agreement between the City of Hattiesburg and Chem-Aqua for heating and cooling units and authorize the Mayor to execute.

Attachments: Chem Aqua Agreement

A MOTION was made by Council Member George and seconded by Council Member Brown to Approve a Water Treatment Program Agreement between the City of Hattiesburg and Chem-Aqua for heating and cooling units and authorize the Mayor to execute.

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

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

Nays: 0

- 16. 2019-509** Approve the purchase of National Night Out Against Crime supplies from NATW in an amount not to exceed \$5,042.13; declare as a sole source purchase as provided for in Section 31-7-13 (viii) of the Mississippi Code of 1972, based on information in attached letter and memorandums.

Attachments: 2019 NNO Budget-NATW
LETTER 2019
Jordan-Memo

A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Approve the purchase of National Night Out Against Crime supplies from NATW in an amount not to exceed \$5,042.13; declare as a sole source purchase as provided for in Section 31-7-13 (viii) of the Mississippi Code of 1972, based on information in attached letter and memorandums.

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

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

Nays: 0

- 17. Removed**

- 18. 2019-519** Approve change of location for the August 5 & 6, 2019 meetings of the City Council to the Jackie Dole Community Center located at 220 W. Front Street, Hattiesburg, MS 39401, only if necessary due to City Hall renovations.

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve change of location for the August 5 & 6, 2019 meetings of the City Council to the Jackie Dole Community Center located at 220 W. Front Street, Hattiesburg, MS 39401, only if necessary due to City Hall renovations.

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

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

Nays: 0

- 19. 2019-489** Authorize the submission of the FY 2019 Mississippi Office of Homeland Security (MOHS) grant application in the amount of \$10,000 for Task Force III to purchase equipment as related to the Mississippi Office of Homeland Security initiatives.

Attachments: FY 2019 Funding Opportunity Letter
2019 MOHS Request-Stakeholder Response
2019 MOHS Task Force Narrative Stmt
Budget Worksheet 2019

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize the submission of the FY 2019 Mississippi Office of Homeland Security (MOHS) grant application in the amount of \$10,000 for Task Force III to purchase equipment as related to the Mississippi Office of Homeland Security initiatives.

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

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

Nays: 0

- 20. 2019-482** Authorize the submission of the 2019 Georgia Pacific Bucket Brigade grant application in the amount of \$8,247.42 to purchase equipment for the Hattiesburg Fire Department.

Attachments: Georgia-Pacific Bucket Brigade Application - Final
GP Bucket Brigade Grant Request

A MOTION was made by Council Member George and seconded by Council Member Brown to Authorize the submission of the 2019 Georgia Pacific Bucket Brigade grant application in the amount of \$8,247.42 to purchase equipment for the Hattiesburg Fire Department.

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

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

Nays: 0

- 21. 2019-477** Authorize the submission of the Federal Transit Administration (FTA) grant application to the Buses and Bus Facilities Program, for Hub City Transit Bus Stop Improvements in the amount of \$2,616,000 (\$2,092,800 federal share and \$523,200 local share), which will include adding sidewalks, pedestrian signals, and crosswalks at selected bus stop locations.

Attachments: FTA Buses & Bus Facilities Application

A MOTION was made by Council Member George and seconded by Council Member Delgado to Authorize the submission of the Federal Transit Administration (FTA) grant application to the Buses and Bus Facilities Program, for Hub City Transit Bus Stop Improvements in the amount of \$2,616,000 (\$2,092,800 federal share and \$523,200 local share), which will include adding sidewalks, pedestrian signals, and crosswalks at selected bus stop locations.

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

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

Nays: 0

- 22. 2019-478** Approve Memorandum of Agreement between the City of Hattiesburg and the Mississippi Department of Transportation (MDOT) for the Country Club Road Improvements Project (STP-8760-00(005)LPA / 108134-701000).

Attachments: MOA-Country Club Road
Executed MOA with MTC for Country Club Drive Improvements

A MOTION was made by Council Member Brown and seconded by Council Member Delgado to Approve Memorandum of Agreement between the City of Hattiesburg and the Mississippi Department of Transportation (MDOT) for the Country Club Road Improvements Project (STP-8760-00(005)LPA / 108134-701000).

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

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

Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

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

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

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

Nays: 0

1.

2019-515

Ratification of an executed application submitted to Mississippi Department of Health for the 2019 Stop Violence Against Women Grant.

Attachments: App-Stop Violence Against Women Grant
2.

2019-502

Acknowledge Proof of Publications for the month of June 2019.

Attachments: Proof of Publication Hub City Spokes June 2019
3.

2019-494

Acknowledge receipt of Privilege Tax License Report for June 2019

Attachments: PTL Monthly Report-June 2019
Memo-Privilege License Report-June 2019
4.

2019-485

Acknowledge receipt of the monthly budget report for the month ending June 30, 2019.

Attachments: EXP19.0619
REV19.0619
5.

2019-500

Acknowledge receipt and transfer of forfeited tax land patents from the Mississippi Secretary of State per the attached memorandum and authorize recording of the same.

Attachments: Memo - Tax Forfeited Properties - 7-2019
Tax Forfeited Properties - 7-2019
6.

2019-501

Acknowledge receipt of Closing Documents for the Tatum Park Soccer Fields 15 & 17 Lighting Project; Authorize advertisement of Notice of Final Settlement; Authorize payment of Pay Application No. 2 & Final by manual check.

Attachments: Notice of Final Settlement-Tatum Park Soccer Fields 15 & 17 Lighting Closing Documents
Pay Est. No. 2 & Final
Operations Manual
7.

2019-486

Acknowledge receipt of donation from The First Bank in the amount of \$500.00 to the City of Hattiesburg Parks and Recreation Department for sponsorship of the 2019 Children's Business Expo in conjunction with the Hattiesburg Parks and Recreation Summer Day Camp.

Attachments: Donation-The First Bank
8.

2019-503

Acknowledge receipt from Phillip McSwain Certificate of Attendance of the Municipal Court Clerks Statewide Seminar.

Attachments: McSwain-Certificate of attendance

9. **2019-491** Approve and authorize issuance of manual check for CDBG Program Claim per the attached memorandum. {Entitlement CDBG}

 Attachments: MEMORANDUM for CDBG Check Request July 16, 2019
 Invoice #3 for 216 North 19th Avenue -Bradley

10. **2019-490** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

 Attachments: Memo's (07-16-19)
 Receipts (07-16-19)
 Deeds (07-16-19)

11. **2019-512** Approve claims docket for the period ending July 12, 2019.

 Attachments: DOCKET 19.0712

12. **2019-522** Acknowledge declaration of state of local emergency due to Tropical Storm Barry that occurred in Hattiesburg on July 12, 2019, and end said State of Local Emergency.

 Attachments: Barry-Declaration

Memorial Adjournment

A MOTION was made by Council Member Delgado to Adjourn the meeting in memory of:

- Retired HPD Lt. John Smith
- Mr. Otis Wayne McMickle, Sr.
- Ms. Elizabeth "Lake" Little
- Mr. Jimmie T. Jenkins

Executive Session

A MOTION was made by Council Vice President Dryden for the Council to enter closed session to determine the need to enter Executive Session at 5:17 p.m.

Council President Carroll asked for the Chambers to be cleared at this time.

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to enter Executive Session to discuss potential annexation, in accordance with Mississippi Code Section 25-41-7 (b) at 5:18 p.m.

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

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

Nays: 0

The City Attorney stepped out into the hall and announced that the Council has gone into Executive Session to discuss potential annexation.

Those present for the Executive Session were Mayor Toby Barker; Council members Jeffrey George, Deborah Delgado, Carter Carroll, Mary Dryden and Nicholas Brown; City Attorney, Randy Pope; Chief Administrative Officer, Ann Jones; Clerk of Council, Ronda Cole; Deputy Clerk of Council, Lisa Luu Jolly; Attorney John Scanlon from Pyle, Mills, Dye and Pittman Attorneys at Law.

A MOTION was made by Council Member George and seconded by Council Member Brown exit Executive Session and re-open the meeting to the public at 6:30 p.m.

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

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

Nays: 0

Council President Carroll stated to the public that there was no action taken during Executive Session.

Meeting Adjourn

By unanimous consent, Council President Carroll declared the **meeting adjourned at 6:32 p.m., this the 16th day of July, 2019.**

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Connie Everett, Interim CFO

cc:

Date: Tuesday, August 6, 2019

Re: Adopt the August 6, 2019 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2019 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.
File Number: 2019-9
Minute Book #

Summary

Proposed budget amendments FY 2019

Recommendation Statement

Recommend approval of proposed budget amendments

Please place this on the August 6, 2019 City Council meeting for consideration.

MEMORANDUM

TO : **Mayor Barker, Members of City Council**
FROM : **Connie Everett, Interim CFO**
DATE : **August 6, 2019**
SUBJECT : **Proposed Amendments, FY 2019**

Below is a list of the most significant proposed amendments to the FY 2019 budget. Attached is a more detailed list of proposed changes to the General Fund, detailing the impact to the Fund's budgeted ending cash. Descriptions are also included for proposed changes to the budgets of other funds.

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

- Revenues and expenses are adjusted for new grant awards for Right Way to Throw Away, K-9 acquisition, Public Safety special duty contracts
- Budgets adjusted for workers comp increase; budget savings reallocated to areas of need
- Transfer established to TIF Bond & Interest Fund (Elam Arms) for the calculated portion of sales tax to be applied toward debt retirement

Amendments to other funds are:

- Adjust Water & Sewer budget for sewer repairs
- Establish budget for 1% Special Sales Tax revenue and budget for remittance of USM share and city capital projects

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

RECAP OF PROPOSED AMENDMENTS**6-Aug-19****FY 2019****GENERAL FUND:****Budgeted Ending Cash as adopted** **1,816,731**

Amendments to Revenues:

State Grants	80,250	
City/County Shared Grants	32,828	
Public Safety Special Duty	46,000	
Non-revenue Receipts	61,018	
Total Amendments to Revenues		220,096

Amendments to Expenditures:

Elections - reallocate unused budget	20,000
Accounting - personnel transfers	(5,620)
Human Resources - personnel transfers	(9,955)
Loss Control - personnel transfers	4,521
Urban Dev - personnel and consultant costs	(11,513)
Ins/Other Services - allocate budget savings to other other budgets	21,300
Police - reallocate budget savings	(35,896)
Police/Fire Training - personnel costs	(4,581)
Code Enforcement - allocate budget savings to other budgets	2,000
Public Safety Contractual Svcs - reallocate budget savings to other budgets	52,000
Traffic - budget for traffic signs	(11,000)
Streets - adjust budget for approved changes and vehicle repairs	(17,635)
Street Lights - increase budget for lighting costs	(8,000)
Engineering - budget for grant	(2,250)
Shop - adjust budget for utilities	(8,000)
GOFS - adjust budget for overtime and benefits	(7,270)
Construction - budget for generator maintenance	(23,300)
Sanitation - fuel costs and vehicle repairs	(22,000)
Street Cleaning - adjust for Workers Comp	(1,000)
Health - adjust budget for approved changes	(16,257)
Animal Cointrol - adjust budeget for approved changes	(10,619)
Economic Dev - allocate budget savings for special projects	10,000
Airport - adjust budget for workers comp & utilities	(8,800)
Cemetery - adjust capital budget for equipment	(63,100)
Transfers - budget transfers to TIF Debt Service Fund	(62,168)

Total Amendments to General Fund Expenditures	(219,143)
Budgeted Ending Cash, as Amended	<u>\$ 1,817,684</u>

PARKS & RECREATION FUND:

Adjust budgets for fuel costs, utilities & contractual services	\$ 27,000
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WATER & SEWER OPERATION & MAINTENANCE FUND:

Reallocate budget savings for water & sewer line repairs	\$ 248,000
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WATER & SEWER DEBT SERVICE FUND:

Adjust budget for principal and interest on outstanding debt	\$ 20,500
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WATER & SEWER FUND:

Adjust paying agent fee on SRF loan closeout	\$ 5,000
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POLICE FORFEITURES FUND:

Adjust budget for revenue received	\$ 4,210
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SERIES 2004 TIF BOND & INT FUND (HOME DEPOT)

Transfer fund balance and close fund	\$ 84
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SPECIAL SALES TAX-PARKS/RECREATION/USM IMPROVEMENTS FUND

Budget for transfer of USM share of 1% tax and city capital projects	\$ 635,000
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SERIES 2012 WATER & SEWER CONSTRUCTION FUND

Transfer fund balance and close fund	\$ 64
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RESOLUTION

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

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

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

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$734,794	\$149,319	\$884,113	Adjust for fuel costs, vehicle repairs, uniforms & K-9 grant

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Police & Fire Training Personal Services Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$37,723	\$4,581	\$42,304	Adjust for salaries & benefit increases

Section 3. That the following budget amendments are hereby authorized to be made in the City's General Fund Public Safety Contractual Services Personal Services Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$182,380	\$84,346	\$266,726	Adjust budget for special duty assignments

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,446,099	\$145,012	\$1,591,111	Adjust for fuel costs and vehicle repairs

Section 5. That the following budget amendments are hereby authorized to be made in
the City's General Fund Public Services Other Services & Charges Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$4,406,801	\$937,300	\$5,344,101	Adjust for prior yr purchase orders, paving projects, vehicle repairs, and refuse disposal costs

Section 6. That the following budget amendments are hereby authorized to be made in
the City's General Fund Airport Personal Services Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$3,054	\$3,054	Adjust for workers comp charges

Section 7. That the following budget amendments are hereby authorized to be made in
the City's General Fund Airport Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$43,708	\$9,800	\$53,508	Adjust for equipment repairs and utilities charges

Section 8. That the following budget amendments are hereby authorized to be made in
the City's General Fund Transfers Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$3,530,000	\$407,168	\$3,937,168	Increase transfers to Airport Improvement Fund and Special Sales Tax Fund

Section 9. That the following budget amendments are hereby authorized to be made in
the City's Water & Sewer Operation & Maintenance Fund Other Services & Charges

Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$7,038,369	\$765,000	\$7,803,369	Increase budgets for water & sewer line repairs

Section 10. That the following budget amendments are hereby authorized to be made in
the City's Mass Transit Fund Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$197,400	\$105,000	\$302,400	Increase budgets for fuel costs and bus repairs

Section 11. That the following budget amendments are hereby authorized to be made in the City's Mass Transit Fund Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$436,450	\$100,212	\$536,662	Increase budgets for bus repairs

Section 12. That the following budget amendments are hereby authorized to be made in the Special Sales Tax/Parks/Recreation/USM Improvements Fund Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$317,500	\$317,500	Establish budget for remittance of USM's share of 1% sales tax proceeds

Section 13. That the following budget amendments are hereby authorized to be made in the Special Sales Tax/Parks/Recreation/USM Improvements Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$317,500	\$317,500	Establish budget for capital projects funded with 1% sales tax proceeds

Section 14. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of August, 2019.

(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 6th day of August, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	April/June Amend'ts	Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
<u>Revenues & Beg. Cash Balance:</u>									
Taxes - Other	\$36,000		\$36,000		\$36,000		\$36,000		\$36,000
Licenses & Permits	4,454,800		4,454,800		4,454,800		4,454,800		4,454,800
Intergovernmental Revenues:									
Federal	2,365,634	-579,784	1,785,850		1,785,850	401,230	\$2,187,080		\$2,187,080
State	168,304	60,386	228,690		\$228,690	251,145	\$479,835	80,250	\$560,085
State-Shared	23,472,000	-85,322	23,386,678		\$23,386,678		\$23,386,678		\$23,386,678
County/City Shared	0		0		\$0		\$0	32,828	\$32,828
Charges for Services:									
Public Safety	202,000		202,000		\$202,000		\$202,000	46,000	\$248,000
Streets	1,000		1,000		\$1,000		\$1,000		\$1,000
Sanitation	2,225,000		2,225,000		\$2,225,000		\$2,225,000		\$2,225,000
Misc.	0		0		\$0		\$0		\$0
Fines & Forf.	1,235,000		1,235,000		\$1,235,000		\$1,235,000		\$1,235,000
Misc. Revenues	293,400	6,500	299,900	100	\$300,000		\$300,000		\$300,000
Transfers-In	870,000		870,000		\$870,000		\$870,000		\$870,000
Non-Revenue Receipts	207,412		207,412		\$207,412	243,466	\$450,878	61,018	\$511,896
TOTAL REVENUES EXCLUSIVE OF PROPERTY TAXES	\$35,530,550	-\$598,220	\$34,932,330	\$100	\$34,932,430	\$895,841	\$35,828,271	\$220,096	\$36,048,367
Beg. Fund Balance	6,000,000	532,636	6,532,636		\$6,532,636		6,532,636		\$6,532,636
Less Reserve for Future Debt Service	-900,000		-900,000		-\$900,000		-900,000		-900,000
Property Tax Levy	18,137,600	0	18,137,600		\$18,137,600		18,137,600		18,137,600
TOTAL AVAIL. REVENUES	\$58,768,150	-\$65,584	\$58,702,566	\$100	\$58,702,666	\$895,841	\$59,598,507	\$220,096	\$59,818,603

THE GENERAL FUND EXPENDITURE BUDGETS:

City Council									
Personnel	\$360,240		\$360,240		\$360,240		360,240		360,240
Supplies & Expenses	3,100	300	3,400		\$3,400		3,400		3,400
Other Services & Charges	260,100		260,100		\$260,100	38,500	298,600		298,600
Capital Outlays	0		0		\$0		0		0
Total - City Council	\$623,440	\$300	\$623,740	\$0	\$623,740	\$38,500	\$662,240	\$0	\$662,240
City Court									
Personnel	\$1,091,690		\$1,091,690	-\$6,075	\$1,085,615		1,085,615		1,085,615
Supplies & Expenses	31,600		31,600		\$31,600	29,885	61,485		61,485
Other Services & Charges	271,300		271,300		\$271,300	324,245	595,545		595,545
Capital Outlays	0		0		\$0		0		0
Total - City Court	\$1,394,590	\$0	\$1,394,590	-\$6,075	\$1,388,515	\$354,130	\$1,742,645	\$0	\$1,742,645
Mayor/Admin.									
Personnel	\$823,334		\$823,334		\$823,334	-\$65,050	758,284		758,284
Supplies & Expenses	15,350		15,350		\$15,350		15,350		15,350
Other Services & Charges	193,950	1,470	195,420		\$195,420		195,420		195,420
Capital Outlays	2,000		2,000		\$2,000		2,000		2,000
Total - Mayor/Admin.	\$1,034,634	\$1,470	\$1,036,104	\$0	\$1,036,104	-\$65,050	\$971,054	\$0	\$971,054
Elections									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	2,400		2,400		\$2,400		2,400		2,400
Other Services & Charges	79,050		79,050		\$79,050	-15,000	64,050	-20,000	44,050
Capital Outlays	0		0		\$0		0		0
Total - Elections	\$81,450	\$0	\$81,450	\$0	\$81,450	-\$15,000	\$66,450	-\$20,000	\$46,450
Muni. Clerk									
Personnel	\$321,734		\$321,734		\$321,734		\$321,734		\$321,734
Supplies & Expenses	5,300		5,300		\$5,300		5,300		5,300
Other Services & Charges	56,400		56,400		\$56,400		56,400		56,400
Capital Outlays	0		0		\$0		0		0
Total - Muni Clerk	\$383,434	\$0	\$383,434	\$0	\$383,434	\$0	\$383,434	\$0	\$383,434
Accounting									
Personnel	\$313,605		\$313,605		\$313,605		\$313,605	\$5,620	\$319,225
Supplies & Expenses	6,925		6,925		\$6,925		6,925		6,925
Other Services & Charges	3,450		3,450		\$3,450		3,450		3,450
Capital Outlays	0		0		\$0		0		0
Total - Accounting	\$323,980	\$0	\$323,980	\$0	\$323,980	\$0	\$323,980	\$5,620	\$329,600
Purchasing									
Personnel	\$125,285		\$125,285		\$125,285		\$125,285		\$125,285
Supplies & Expenses	4,700		4,700		\$4,700		4,700		4,700
Other Services & Charges	5,500		5,500		\$5,500		5,500		5,500
Capital Outlays	0		0		\$0		0		0
Total - Purchasing	\$135,485	\$0	\$135,485	\$0	\$135,485	\$0	\$135,485	\$0	\$135,485
City Attorney									
Personnel	\$94,763		\$94,763		\$94,763		\$94,763		\$94,763
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	8,300		8,300		\$8,300		8,300		8,300
Capital Outlays	0		0		\$0		0		0

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	April/June Amend'ts	Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Total - City Attorney	\$103,063	\$0	\$103,063	\$0	\$103,063	\$0	\$103,063	\$0	\$103,063
Human Resources									
Personnel	\$214,258		\$214,258		\$214,258	-\$12,340	\$201,918	\$9,955	\$211,873
Supplies & Expenses	9,100		9,100		\$9,100		9,100		9,100
Other Services & Charges	20,500		20,500		\$20,500		20,500		20,500
Capital Outlays	0		0		\$0		0		0
Total - Human Resources	\$243,858	\$0	\$243,858	\$0	\$243,858	-\$12,340	\$231,518	\$9,955	\$241,473
Loss Control									
Personnel	\$113,888		\$113,888		\$113,888		\$113,888	-\$4,521	\$109,367
Supplies & Expenses	6,900		6,900		\$6,900		6,900		6,900
Other Services & Charges	4,000		4,000		\$4,000		4,000		4,000
Capital Outlays	0		0		\$0		0		0
Total - Loss Control	\$124,788	\$0	\$124,788	\$0	\$124,788	\$0	\$124,788	-\$4,521	\$120,267
Urban Development									
Personnel	\$662,297		\$662,297		\$662,297	\$15,645	\$677,942	\$8,263	\$686,205
Supplies & Expenses	31,500		31,500		\$31,500		31,500	-1,000	30,500
Other Services & Charges	82,050	41,000	123,050		\$123,050		123,050	4,250	127,300
Capital Outlays	200,000		200,000		\$200,000		200,000		200,000
Total - Urban Dev.	\$975,847	\$41,000	\$1,016,847	\$0	\$1,016,847	\$15,645	\$1,032,492	\$11,513	\$1,044,005
Information Systems									
Personnel	\$328,388	-\$24,863	\$303,525		\$303,525		\$303,525		\$303,525
Supplies & Expenses	56,200		56,200		\$56,200		56,200		56,200
Other Services & Charges	592,745		592,745		\$592,745		592,745		592,745
Capital Outlays	272,346		272,346		\$272,346		272,346		272,346
Total - Inf. Systems	\$1,249,679	-\$24,863	\$1,224,816	\$0	\$1,224,816	\$0	\$1,224,816	\$0	\$1,224,816
Gen. Gov't Building									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses	23,925		23,925		\$23,925		23,925		23,925
Other Services & Charges	203,780		203,780		\$203,780		203,780	20,000	223,780
Capital Outlays	20,000	20,000	40,000		\$40,000		40,000	-20,000	20,000
Total - Gen. Gov't Building	\$247,705	\$20,000	\$267,705	\$0	\$267,705	\$0	\$267,705	\$0	\$267,705
Intermodal Facility (Depot) O & M:									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	25,400		25,400		\$25,400		25,400		25,400
Other Services & Charges	128,000		128,000		\$128,000		128,000		128,000
Capital Outlays	0		0		\$0		0		0
Total - Depot O & M	\$153,400	\$0	\$153,400	\$0	\$153,400	\$0	\$153,400	\$0	\$153,400
Metro Planning									
Personnel	\$268,647	-\$11,247	\$257,400		\$257,400	-\$17,308	\$240,092		\$240,092
Supplies & Expenses	18,200		18,200		\$18,200		18,200		18,200
Other Services & Charges	329,700		329,700		\$329,700		329,700		329,700
Capital Outlays	0		0		\$0		0		0
Total - Metro Planning	\$616,547	-\$11,247	\$605,300	\$0	\$605,300	-\$17,308	\$587,992	\$0	\$587,992
Gen. Gov't Insurance/Other serv.									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	1,000		1,000		\$1,000		1,000		1,000
Other Services & Charges	2,745,160		2,745,160		\$2,745,160	-32,250	2,712,910	-21,300	2,691,610
Capital Outlays	0		0		\$0		0		0
Total - Gen. Gov't Insur/other Serv.	\$2,746,160	\$0	\$2,746,160	\$0	\$2,746,160	-\$32,250	\$2,713,910	-\$21,300	\$2,692,610
Federal Programs Administration									
Personnel	\$0		0		\$0		0		0
Supplies	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlay	0		0		\$0		0		0
Total - Federal Programs Admin.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Recap - General Government Cost Centers									
Personnel	\$4,718,129	-\$36,110	\$4,682,019	-\$6,075	\$4,675,944	-\$79,053	\$4,596,891	\$19,317	\$4,616,208
Supplies & Expenses	\$241,600	\$300	\$241,900	\$0	\$241,900	\$29,885	\$271,785	-\$1,000	\$270,785
Other Services & Charges	\$4,983,985	\$42,470	\$5,026,455	\$0	\$5,026,455	\$315,495	\$5,341,950	-\$17,050	\$5,324,900
Capital Outlays	\$494,346	\$20,000	\$514,346	\$0	\$514,346	\$0	\$514,346	-\$20,000	\$494,346
Total - Gen. Government	\$10,438,060	\$26,660	\$10,464,720	-\$6,075	\$10,458,645	\$266,327	\$10,724,972	-\$18,733	\$10,706,239
Police									
Personnel	\$11,352,098		\$11,352,098		\$11,352,098	\$18,882	\$11,370,980	-\$146,322	\$11,224,658
Supplies & Expenses	734,794	11,101	745,895		\$745,895		745,895	138,218	884,113
Other Services & Charges	608,625	-1,932	606,693		\$606,693		606,693	44,000	650,693
Capital Outlays	275,000	201,000	476,000		\$476,000		476,000		476,000
Total - Police	\$12,970,517	\$210,169	\$13,180,686	\$0	\$13,180,686	\$18,882	\$13,199,568	\$35,896	\$13,235,464
Police & Fire Training									

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	April/June Amend'ts	Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Personnel	\$37,723		\$37,723		\$37,723		\$37,723	\$4,581	\$42,304
Supplies & Expenses	118,732	\$6,500	125,232		\$125,232		125,232		125,232
Other Services & Charges	78,745	-7,689	71,056		\$71,056		71,056		71,056
Capital Outlays	10,000	7,000	17,000		\$17,000	10,000	27,000		27,000
Total - Police & Fire Training	\$245,200	\$5,811	\$251,011	\$0	\$251,011	\$10,000	\$261,011	\$4,581	\$265,592
Fire									
Personnel	\$8,166,950	-\$44,820	\$8,122,130		\$8,122,130		\$8,122,130		\$8,122,130
Supplies & Expenses	274,789		274,789		\$274,789		274,789	16,500	291,289
Other Services & Charges	339,871	44,820	384,691		\$384,691		384,691	-16,500	368,191
Capital Outlays	0		0		\$0		0		0
Total - Fire Dept.	\$8,781,610	\$0	\$8,781,610	\$0	\$8,781,610	\$0	\$8,781,610	\$0	\$8,781,610
Code Enforcement									
Personnel	\$621,455		\$621,455		\$621,455	\$5,000	\$626,455		\$626,455
Supplies & Expenses	30,600		30,600		\$30,600		30,600	1,000	31,600
Other Services & Charges	337,475		337,475		\$337,475	-24,645	312,830	-3,000	309,830
Capital Outlays	0		0		\$0		0		0
Total - Code Enforcement	\$989,530	\$0	\$989,530	\$0	\$989,530	-\$19,645	\$969,885	-\$2,000	\$967,885
Contractual Services - Public Safety									
Personnel	\$182,380	\$34,346	\$216,726		\$216,726		\$216,726	\$50,000	\$266,726
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	1,276,000		1,276,000		\$1,276,000	-200,000	1,076,000	-102,000	974,000
Capital Outlays	0		0		\$0		0		0
Total - Cont. Serv. - Public Safety	\$1,458,380	\$34,346	\$1,492,726	\$0	\$1,492,726	-\$200,000	\$1,292,726	-\$52,000	\$1,240,726
Public Services Cost Centers:									
Traffic Maint.									
Personnel	\$369,651		\$369,651		\$369,651		\$369,651		\$369,651
Supplies & Expenses	142,191		142,191		\$142,191	10,000	152,191	10,000	162,191
Other Services & Charges	46,446		46,446		\$46,446		46,446	1,000	47,446
Capital Outlays	0		0		\$0		0		0
Total - Traffic Maint.	\$558,288	\$0	\$558,288	\$0	\$558,288	\$10,000	\$568,288	\$11,000	\$579,288
Streets									
Personnel	\$1,531,211	\$21,201	\$1,552,412	-\$22,000	\$1,530,412	\$29,070	\$1,559,482	\$9,635	\$1,569,117
Supplies & Expenses	509,906		509,906		\$509,906	20,500	530,406		530,406
Other Services & Charges	1,390,755		1,390,755	553,000	\$1,943,755		1,943,755	8,000	1,951,755
Capital Outlays	0		0	10,100	\$10,100		10,100		10,100
Total - Streets	\$3,431,872	\$21,201	\$3,453,073	\$541,100	\$3,994,173	\$49,570	\$4,043,743	\$17,635	\$4,061,378
Street Lights									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges	1,160,000	20,000	1,180,000		\$1,180,000	120,000	1,300,000	8,000	1,308,000
Capital Outlays	0		0		\$0		0		0
Total - Street Lights	\$1,160,000	\$20,000	\$1,180,000	\$0	\$1,180,000	\$120,000	\$1,300,000	\$8,000	\$1,308,000
Engineering									
Personnel	\$455,218		\$455,218		\$455,218		\$455,218		\$455,218
Supplies & Expenses	11,040		11,040		\$11,040		11,040		11,040
Other Services & Charges	303,860		303,860		\$303,860		303,860		303,860
Capital Outlays	25,000		25,000		\$25,000		25,000	2,250	27,250
Total - Engineering	\$795,118	\$0	\$795,118	\$0	\$795,118	\$0	\$795,118	\$2,250	\$797,368
Shop									
Personnel	\$566,477	-\$36,215	\$530,262		\$530,262		\$530,262		\$530,262
Supplies & Expenses	49,386		49,386		\$49,386		49,386		49,386
Other Services & Charges	39,484		39,484		\$39,484		39,484	8,000	47,484
Capital Outlays	0		0		\$0		0		0
Total - Shop	\$655,347	-\$36,215	\$619,132	\$0	\$619,132	\$0	\$619,132	\$8,000	\$627,132
GOFs									
Personnel	\$100,721		\$100,721		\$100,721	\$9,100	\$109,821	\$8,970	\$118,791
Supplies & Expenses	8,050		8,050		\$8,050		8,050	-1,700	6,350
Other Services & Charges	18,800		18,800		\$18,800		18,800		18,800
Capital Outlays	0		0		\$0		0		0
Total - GOFs	\$127,571	\$0	\$127,571	\$0	\$127,571	\$9,100	\$136,671	\$7,270	\$143,941
Drainage									
Personnel	\$101,445	\$1,992	\$103,437		\$103,437	\$1,080	\$104,517		\$104,517
Supplies & Expenses	65,100		65,100		\$65,100		65,100		65,100
Other Services & Charges	137,102		137,102		\$137,102		137,102		137,102
Capital Outlays	818,450	-\$386,458	430,000		\$430,000		430,000		430,000
Total - Drainage	\$1,122,097	-\$386,458	\$735,639	\$0	\$735,639	\$1,080	\$736,719	\$0	\$736,719
Construction									
Personnel	\$821,370		\$821,370		\$821,370		\$821,370		\$821,370
Supplies & Expenses	163,600		163,600		\$163,600		163,600		163,600

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	April/June Amend'ts	Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Other Services & Charges	90,304		90,304		\$90,304		90,304	23,300	113,604
Capital Outlays	0		0		\$0		0		0
Total - Construction	\$1,075,274	\$0	\$1,075,274	\$0	\$1,075,274	\$0	\$1,075,274	\$23,300	\$1,098,574
Sanitation									
Personnel	\$1,731,635	-\$43,240	1,688,395	-\$17,470	\$1,670,925		\$1,670,925		\$1,670,925
Supplies & Expenses	319,226		319,226		\$319,226	50,000	369,226	11,000	380,226
Other Services & Charges	1,207,750		1,207,750		\$1,207,750	185,000	1,392,750	11,000	1,403,750
Capital Outlays	275,530		275,530	46,000	\$321,530	12,420	333,950		333,950
Total - Sanitation	\$3,534,141	-\$43,240	\$3,490,901	\$28,530	\$3,519,431	\$247,420	\$3,766,851	\$22,000	\$3,788,851
Street Cleaning									
Personnel	\$45,170		\$45,170		\$45,170	\$1,000	\$46,170	\$1,724	\$47,894
Supplies & Expenses	19,800		19,800		\$19,800		19,800	-724	19,076
Other Services & Charges	2,600		2,600		\$2,600		2,600		2,600
Capital Outlays	0		0		\$0		0		0
Total - Street Cleaning	\$67,570	\$0	\$67,570	\$0	\$67,570	\$1,000	\$68,570	\$1,000	\$69,570
Health									
Personnel	\$807,294	-\$28,340	\$778,954		\$778,954		\$778,954	\$16,257	\$795,211
Supplies & Expenses	157,800		157,800		\$157,800	45,936	203,736		203,736
Other Services & Charges	9,700		9,700		\$9,700		9,700		9,700
Capital Outlays	0		0		\$0		0		0
Total - Health	\$974,794	-\$28,340	\$946,454	\$0	\$946,454	\$45,936	\$992,390	\$16,257	\$1,008,647
Recap - Public Services:									
Personnel	\$6,530,192	-\$84,602	\$6,445,590	-\$39,470	\$6,406,120	\$40,250	\$6,446,370	\$36,586	\$6,482,956
Supplies & Expenses	\$1,446,099	0	\$1,446,099	0	\$1,446,099	126,436	\$1,572,535	18,576	\$1,591,111
Other Services & Charges	\$4,406,801	20,000	\$4,426,801	\$53,000	\$4,979,801	\$305,000	\$5,284,801	\$59,300	\$5,344,101
Capital Outlays	\$1,118,980	-\$388,450	\$730,530	\$6,100	\$786,630	12,420	\$799,050	2,250	\$801,300
Total - Public Services	\$13,502,072	-\$453,052	\$13,049,020	\$569,630	\$13,618,650	\$484,106	\$14,102,756	\$116,712	\$14,219,468
Animal Control									
Personnel	\$156,047		\$156,047		\$156,047		\$156,047	\$10,619	\$166,666
Supplies & Expenses	15,400		15,400		\$15,400		15,400		15,400
Other Services & Charges	156,685		156,685		\$156,685		156,685		156,685
Capital Outlays	0		0		\$0		0		0
Total - Animal Control	\$328,132	\$0	\$328,132	\$0	\$328,132	\$0	\$328,132	\$10,619	\$338,751
Human/Social Assist.									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges	243,000		243,000		\$243,000	-\$28,000	215,000		215,000
Capital Outlays			0		\$0		0		0
Total - Human/Social Assist.	\$243,000	\$0	\$243,000	\$0	\$243,000	-\$28,000	\$215,000	\$0	\$215,000
Economic Dev.									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges	255,000	109,482	364,482	35,445	\$399,927	8,748	408,675	-\$10,000	398,675
Capital Outlays			0		\$0		0		0
Total - Economic Dev.	\$255,000	\$109,482	\$364,482	\$35,445	\$399,927		\$408,675	-\$10,000	\$398,675
Debt Service									
Principal	\$1,796,520		\$1,796,520		\$1,796,520	\$40,987	\$1,837,507		\$1,837,507
Interest	440,935		\$440,935		\$440,935	\$379	\$441,314		\$441,314
Paying Agent Fee	3,000		\$3,000		\$3,000		\$3,000		\$3,000
Total Debt Service	\$2,240,455	\$0	\$2,240,455	\$0	\$2,240,455	\$41,366	\$2,281,821	\$0	\$2,281,821
Airport									
Personnel	\$0		\$0		\$0		\$0	\$3,054	\$3,054
Supplies & Expenses	38,200		38,200		\$38,200	-\$3,000	35,200	-\$3,054	32,146
Other Services & Charges	43,708	1,000	44,708		\$44,708		44,708	8,800	53,508
Capital Outlays	0		0		\$0		0		0
Total - Airport	\$81,908	\$1,000	\$82,908	\$0	\$82,908	-\$3,000	\$79,908	\$8,800	\$88,708
Cemetery									
Personnel	\$754,521		\$754,521		\$754,521	\$6,000	\$760,521		\$760,521
Supplies & Expenses	87,550		87,550	100	\$87,650	-\$3,000	84,650		84,650
Other Services & Charges	60,401		60,401		\$60,401		60,401		60,401
Capital Outlays	181,000		181,000	-\$46,000	\$135,000		135,000	63,100	198,100
Total - Cemetery	\$1,083,472	\$0	\$1,083,472	-\$45,900	\$1,037,572	\$3,000	\$1,040,572	\$63,100	\$1,103,672
Parking Garages									
Personnel	\$141,340		\$141,340		\$141,340		\$141,340		\$141,340
Supplies & Expenses	8,450		8,450		\$8,450		8,450		8,450
Other Services & Charges	70,350		70,350		\$70,350		70,350		70,350
Capital Outlays	0		0		\$0		0		0
Total - Parking Garages	\$220,140	\$0	\$220,140	\$0	\$220,140	\$0	\$220,140	\$0	\$220,140
Transfers to Other Funds	\$3,530,000		\$3,530,000		\$3,530,000	345,000	\$3,875,000	62,168	\$3,937,168

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	April/June Amend'ts	Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
EXPENDITURES & TRANSFERS	\$56,367,476	-\$65,584	\$56,301,892	\$553,100	\$56,854,992	\$918,036	\$57,781,776	\$219,143	\$58,000,919
<i>Recap - General Fund</i>									
Personnel	\$32,660,835	-\$131,186	\$32,529,649	-\$45,545	\$32,484,104	-\$8,921	\$32,475,183	-\$22,165	\$32,453,018
Supplies & Expenses	2,996,214	17,901	3,014,115	100	3,014,215	150,321	3,164,536	170,240	3,334,776
Other Services & Charges	12,863,646	208,151	13,071,797	588,445	13,660,242	376,598	14,036,840	-36,450	14,000,390
Capital Outlays	2,079,326	-160,450	1,918,876	10,100	1,928,976	22,420	1,951,396	45,350	1,996,746
Principal Payments	1,796,520	0	1,796,520	0	1,796,520	40,987	1,837,507	0	1,837,507
Interest Payments	440,935	0	440,935	0	440,935	379	441,314	0	441,314
Total - Gen. Fund Cost Centers	\$52,837,476	-\$65,584	\$52,771,892	\$553,100	\$53,324,992	\$581,784	\$53,906,776	\$156,975	\$54,063,751
Transfers to Other Funds	3,530,000	0	3,530,000	0	3,530,000	345,000	3,875,000	62,168	3,937,168
Total - Expenditures & Transfers	\$56,367,476	-\$65,584	\$56,301,892	\$553,100	\$56,854,992	\$926,784	\$57,781,776	\$219,143	\$58,000,919
Ending Cash Budget	\$2,400,674	\$0	\$2,400,674	-\$553,000	\$1,847,674	-\$30,943	\$1,816,731	\$953	\$1,817,684

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	April/June Amend'ts	Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Parks & Recreation (Fund #2):									
Recreation Maint. Cost Center									
Personnel	\$1,411,338		\$1,411,338		\$1,411,338		\$1,411,338		\$1,411,338
Supplies & Expenses	420,850		420,850		\$420,850		420,850	17,000	437,850
Other Services & Charges	523,287		523,287		\$523,287		523,287		523,287
Capital Outlays	886,000		886,000		\$886,000		886,000		886,000
Total - Recreation Maint.	\$3,241,475	\$0	\$3,241,475	\$0	\$3,241,475	\$0	\$3,241,475	\$17,000	\$3,258,475
Recreation Admin.									
Personnel	\$567,470		\$567,470		\$567,470	\$1,435	\$568,905		\$568,905
Supplies & Expenses	105,187		105,187		\$105,187		105,187	-10,500	94,687
Other Services & Charges	462,592		462,592		\$462,592	-1,435	461,157	20,500	481,657
Capital Outlays	0		0		\$0		0		0
Total - Recreation Admin.	\$1,135,249	\$0	\$1,135,249	\$0	\$1,135,249	\$0	\$1,135,249	\$10,000	\$1,145,249
Kamper Park Zoo									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	0		0		\$0		0		0
Total - Kamper Park	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Recap - Parks & Recreation Fund:									
Personnel	\$1,978,808	\$0	\$1,978,808	\$0	\$1,978,808	\$1,435	\$1,980,243	\$0	\$1,980,243
Supplies & Expenses	526,037	0	526,037	0	\$526,037	0	\$526,037	6,500	532,537
Other Services & Charges	985,879	0	985,879	0	\$985,879	-1,435	\$984,444	20,500	1,004,944
Capital Outlays	886,000	0	886,000	0	\$886,000	0	\$886,000	0	886,000
Total - Recreation Maint.	\$4,376,724	\$0	\$4,376,724	\$0	\$4,376,724	\$0	\$4,376,724	\$27,000	\$4,403,724
Municipal Fire Protection (Fund #5):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	68,500		68,500		\$68,500		68,500		68,500
Other Services & Charges	22,200	45,000	67,200		\$67,200		67,200		67,200
Capital Outlays	397,100	-45,000	352,100		\$352,100		352,100		352,100
Principal Payments	251,500		251,500		\$251,500		251,500		251,500
Interest Payments	15,080		15,080		\$15,080		15,080		15,080
Total - Municipal Fire Prot. Fund	\$754,380	\$0	\$754,380	\$0	\$754,380	\$0	\$754,380	\$0	\$754,380
Special Streets (Fund #8):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		\$0		0
Other Services & Charges	60,000		60,000		\$60,000		60,000		60,000
Capital Outlays	0		0		\$0		0		0
Total - Special Streets	\$60,000	\$0	\$60,000	\$0	\$60,000	\$0	\$60,000	\$0	\$60,000
Water & Sewer Operation & Maint. (Fund #9):									
Customer Accounts Cost Center									
Personnel	\$515,724		\$515,724		\$515,724		\$515,724		\$515,724
Supplies & Expenses	42,196		42,196		\$42,196		42,196	3,000	45,196
Other Services & Charges	150,300		150,300	50,000	\$200,300	50,000	250,300		250,300
Capital Outlays	34,430	1,938	36,368		\$36,368		36,368		36,368
Total - Customer Accounts	\$742,650	\$1,938	\$744,588	\$50,000	\$794,588	\$50,000	\$844,588	\$3,000	\$847,588
Water Transmission Cost Center									
Personnel	\$839,317		\$839,317		\$839,317		\$839,317		\$839,317
Supplies & Expenses	236,500		236,500		\$236,500	30,000	266,500	18,000	284,500
Other Services & Charges	1,052,515		1,052,515		\$1,052,515	-100,000	952,515	8,000	960,515
Capital Outlays	55,000		55,000		\$55,000		55,000		55,000
Total - Water Trans.	\$2,183,332	\$0	\$2,183,332	\$0	\$2,183,332	-\$70,000	\$2,113,332	\$26,000	\$2,139,332
Plant Cost Center									
Personnel	\$695,552		\$695,552		\$695,552		\$695,552		\$695,552
Supplies & Expenses	174,900		174,900		\$174,900		174,900	-5,000	169,900
Other Services & Charges	1,206,654		1,206,654		\$1,206,654		1,206,654	-149,000	1,057,654
Capital Outlays	20,000		20,000		\$20,000		20,000		20,000
Total - Plant	\$2,097,106	\$0	\$2,097,106	\$0	\$2,097,106	\$0	\$2,097,106	-\$154,000	\$1,943,106
Sewer Cost Center									
Personnel	\$677,429		\$677,429		\$677,429		\$677,429		\$677,429
Supplies & Expenses	323,600		323,600		\$323,600		323,600	-92,000	231,600
Other Services & Charges	1,914,500		1,914,500	200,000	\$2,114,500	550,000	2,664,500	650,000	3,314,500
Capital Outlays	417,000	4,533	421,533		\$421,533		421,533		421,533
Total - Sewer	\$3,332,529	\$4,533	\$3,337,062	\$200,000	\$3,537,062	\$550,000	\$4,087,062	\$558,000	\$4,645,062
Lagoon Cost Center									
Personnel	\$253,929		\$253,929		\$253,929		\$253,929		\$253,929
Supplies & Expenses	374,100		374,100		\$374,100		374,100	-51,000	323,100
Other Services & Charges	2,714,400		2,714,400		\$2,714,400	-360,000	2,354,400	-134,000	2,220,400
Capital Outlays	0		0		\$0		0		0
Principal Payments	0		0		\$0		0		0

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	April/June Amend'ts	Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Interest Payments	0		0		\$0		0		0
Total - Lagoon Cost Center	\$3,342,429	\$0	\$3,342,429	\$0	\$3,342,429	-\$360,000	\$2,982,429	-\$185,000	\$2,797,429
Recap: Water & Sewer O & M Fund:									
Personnel	\$2,981,951	\$0	\$2,981,951	\$0	\$2,981,951	\$0	\$2,981,951	\$0	\$2,981,951
Supplies & Expenses	1,151,296	0	1,151,296	0	1,151,296	30,000	1,181,296	-127,000	1,054,296
Other Services & Charges	7,038,369	0	7,038,369	250,000	7,288,369	140,000	7,428,369	375,000	7,803,369
Capital Outlays	526,430	6,471	532,901	0	532,901	0	532,901	0	532,901
Principal Payments	0	0	0	0	\$0	0	\$0	0	\$0
Interest Payments	0	0	0	0	\$0	0	\$0	0	\$0
Total - Water & Sewer O & M Fund	\$11,698,046	\$6,471	\$11,704,517	\$250,000	\$11,954,517	\$170,000	\$12,124,517	\$248,000	\$12,372,517
Water & Sewer Bond & Int. (Fund #10):									
Principal Payments	\$5,159,000		\$5,159,000		\$5,159,000		\$5,159,000	\$10,000	\$5,169,000
Interest Payments	\$2,352,617		\$2,352,617		\$2,352,617		\$2,352,617	\$10,500	\$2,363,117
Paying Agent Fees	\$15,000		\$15,000		\$15,000		\$15,000		\$15,000
Total - W & S Bond & Int. Fund	\$7,526,617	\$0	\$7,526,617	\$0	\$7,526,617	\$0	\$7,526,617	\$20,500	\$7,547,117
Water & Sewer Revenue (Fund #11):									
Principal Payments	\$24,682		\$24,682		\$24,682		\$24,682		\$24,682
Interest Payments	190		190		190		190		190
Other services & charges	81,700		81,700		81,700		81,700	5,000	86,700
Transfers to other funds	21,900,628		21,900,628		21,900,628		21,900,628		21,900,628
Total - W & S Revenue Fund	\$22,007,200	\$0	\$22,007,200	\$0	\$22,007,200	\$0	\$22,007,200	\$5,000	\$22,012,200
1999 Tax Increment (Walmart) Bond & Int (Fund #12):									
Principal Payments	\$0		\$0		\$0		\$0		\$0
Interest Payments	0		0		0		0		0
Transfers	0		0		0		0		0
Paying Agent Fees	0		0		0		0		0
Total - 1999 TIF Bond & Int Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City Bond & Interest (Fund #13):									
Principal Payments	\$910,000		\$910,000		\$910,000		\$910,000		\$910,000
Interest Payments	82,100		82,100	557,733	\$639,833		\$639,833		639,833
Other Services & Charges	33,000		33,000		\$33,000		\$33,000		33,000
Paying Agent Fees	10,000		10,000		\$10,000		\$10,000		10,000
Total - 1999 TIF Bond & Int Fund	\$1,035,100	\$0	\$1,035,100	\$557,733	\$1,592,833	\$0	\$1,592,833	\$0	\$1,592,833
USA Yeast Bond & Interest (Fund #15):									
Principal Payments	\$0		\$0		\$0		\$0		\$0
Interest Payments	0		0		0		0		0
Transfers Out	0		0		0		0		0
other services & charges	0		0		0		0		0
Total - 1999 TIF Bond & Int Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Police Fines & Forfeitures (Fund #19):									
Personnel	\$0		\$0		\$0		0		\$0
Supplies & Expenses	30,000		30,000	131,257	\$161,257		161,257		161,257
Other Services & Charges	48,000		48,000		\$48,000		48,000		48,000
Capital Outlays	328,000	-6,600	321,400	-117,306	\$204,094	8,635	212,729	4,210	216,939
Transfers	0		0		0		0		0
Total - Fines & Forf. Fund	\$406,000	-\$6,600	\$399,400	\$13,951	\$413,351	\$8,635	\$421,986	\$4,210	\$426,196
Series 2002 TIF Bond & Int (Southern Pointe, Fund #20):									
Principal Payments	\$150,000		\$150,000		\$150,000		150,000		\$150,000
Interest Payments	97,000		97,000		\$97,000		97,000		97,000
other services & charges	2,000		2,000		\$2,000		2,000		2,000
Total - 1999 TIF Bond & Int Fund	\$249,000	\$0	\$249,000	\$0	\$249,000	\$0	\$249,000	\$0	\$249,000
Series 2004 TIF Bond & Int (Home Depot, Fund #21):									
Principal Payments	\$0		\$0		\$0		\$0		\$0
Interest Payments	0		0		0		0		0
Transfers	0	44	44		\$44		44	40	84
other services & charges	0		0		0		0		0
Total - 2004 TIF Bond & Int Fund	\$0	\$44	\$44	\$0	\$44	\$0	\$44	\$40	\$84
Series 2003 TIF Bond & Int (Chauvet Sq., Fund #22):									
Principal Payments	\$125,000		\$125,000		\$125,000		125,000		\$125,000
Interest Payments	65,800		65,800		\$65,800		65,800		65,800
other services & charges	2,000		2,000		\$2,000		2,000		2,000
Transfers to other Funds	0		0		0		0		0
Total - 2003 TIF Bond & Int Fund	\$192,800	\$0	\$192,800	\$0	\$192,800	\$0	\$192,800	\$0	\$192,800
Series 2007 TIFBond & Int (Turtle Creek Fund 23):									
Principal Payments	390,000		390,000		\$390,000		390,000		390,000
Interest Payments	59,730		59,730		\$59,730		59,730		59,730
Other Services & Charges	4,000		4,000		\$4,000		4,000		4,000
Total - 2007 TIF Bond & Int Fund	\$453,730	\$0	\$453,730	\$0	\$453,730	\$0	\$453,730	\$0	\$453,730

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	April/June Amend'ts	Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Series 2008 TIF Bond & Int (Lincoln Center Fund 24):									
Principal Payments	\$45,000		45,000		\$45,000		45,000		45,000
Interest Payments	\$9,800		9,800		\$9,800		9,800		9,800
Other Services & Charges	\$1,000		1,000		\$1,000		1,000		1,000
Total - 2008 TIF Bond & Int Fund	\$55,800	\$0	\$55,800	\$0	\$55,800	\$0	\$55,800	\$0	\$55,800
Series 2011 TIF Bond & Int (Turtle Creek Commons/Kohl's Fund 25):									
Principal Payments	\$80,000		80,000		\$80,000		80,000		80,000
Interest Payments	\$12,250		12,250		\$12,250		12,250		12,250
Other Services & Charges	\$2,000		2,000		\$2,000		2,000		2,000
Total - 2008 TIF Bond & Int Fund	\$94,250	\$0	\$94,250	\$0	\$94,250	\$0	\$94,250	\$0	\$94,250
Series 22016 TIF Bond & Int (Whispering Pines Fund 26):									
Principal Payments	\$162,000		162,000		\$162,000		162,000		162,000
Interest Payments	\$117,623		117,623		\$117,623		117,623		117,623
Other Services & Charges	\$2,000		2,000		\$2,000		2,000		2,000
Total - 2008 TIF Bond & Int Fund	\$281,623	\$0	\$281,623	\$0	\$281,623	\$0	\$281,623	\$0	\$281,623
Series 2016 TIF Bond & Int (Hburg Clinic Midtown Fund 28):									
Principal Payments	\$47,000		47,000		\$47,000		47,000		47,000
Interest Payments	\$28,485		28,485		\$28,485		28,485		28,485
Other Services & Charges			0		\$0		0		0
Total - 2008 TIF Bond & Int Fund	\$75,485	\$0	\$75,485	\$0	\$75,485	\$0	\$75,485	\$0	\$75,485
Airport Imp. (Fund #39):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	932,765	-658,050	274,715	1,182,000	\$1,456,715		1,456,715		1,456,715
Total - Airport Imp. Fund	\$932,765	-\$658,050	\$274,715	\$1,182,000	\$1,456,715	\$0	\$1,456,715	\$0	\$1,456,715
Series 2015A TIF Bond & Int (The Ridge at Turtle Creek) (Fund #50)									
Principal Payments	61000		61,000		61,000		61,000		61,000
Interest Payments	59263		59,263		59,263		59,263		59,263
Paying Agent Fees	1940		1,940		1,940		1,940		1,940
Other Services & Charges	0		0		0		0		0
Total - Series 2015A TIF Bond & Int	\$ 122,203	\$ -	\$ 122,203	\$ -	\$ 122,203	\$ -	\$ 122,203	\$ -	\$ 122,203
Series 2015B TIF Bond & Int (Midtown Market) (Fund #51)									
Principal Payments	10000		10,000		10,000		10,000		10,000
Interest Payments	10175		10,175		10,175		10,175		10,175
Paying Agent Fees	2000		2,000		2,000		2,000		2,000
Other Services & Charges			0		0		0		0
Total - Series 2015B TIF Bond & Int	\$ 22,175	\$ -	\$ 22,175	\$ -	\$ 22,175	\$ -	\$ 22,175	\$ -	\$ 22,175
Series 2019 TIF Bond & Int (Elam Arms) (Fund #52)									
Principal Payments									
Interest Payments									
Paying Agent Fees									
Other Services & Charges									
Total - Series 2019 TIF Bond & Int	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Municipal Road & Bridge (Fund #72):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		\$0		0
Other Services & Charges	1,640,800		1,640,800		\$1,640,800	46,000	\$1,686,800		1,686,800
Capital Outlays	5,373,230	-1,368,075	4,005,155		\$4,005,155	609,000	\$4,614,155		4,614,155
Principal	0		0		\$0		\$0		0
Interest	0		0		\$0		\$0		0
Total - Municipal Road & Bridge	\$7,014,030	-\$1,368,075	\$5,645,955	\$0	\$5,645,955	\$655,000	\$6,300,955	\$0	\$6,300,955
Mass Transit (Fund #73):									
Personnel	\$1,116,146		\$1,116,146		\$1,116,146		\$1,116,146		\$1,116,146
Supplies & Expenses	197,400		197,400		\$197,400		\$197,400	105,000	302,400
Other Services & Charges	436,450	25,212	461,662		\$461,662		\$461,662	75,000	536,662
Capital Outlays	2,806,880	121,076	2,927,956		\$2,927,956		\$2,927,956	-180,000	2,747,956
Total - Mass Transit Fund	\$4,556,876	\$146,288	\$4,703,164	\$0	\$4,703,164	\$0	\$4,703,164	\$0	\$4,703,164
Water & Sewer Construction (Fund #75):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	1,400,000		1,400,000		\$1,400,000		1,400,000		1,400,000
Transfers							0		0
Capital Outlays	3,679,144	-611,377	3,067,767		\$3,067,767		3,067,767		3,067,767
Total - W & S Construction Fund	\$5,079,144	-\$611,377	\$4,467,767	\$0	\$4,467,767	\$0	\$4,467,767	\$0	\$4,467,767
Community Centers (Fund #77):									

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	April/June Amend'ts	Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Personnel	\$594,834	\$32,696	\$627,530		\$627,530		627,530		\$627,530
Supplies & Expenses	67,750	-100	67,650		\$67,650		67,650		67,650
Other Services & Charges	177,877		177,877		\$177,877		177,877		177,877
Capital Outlays	130,000	100	130,100		\$130,100		130,100		130,100
Total - Community Centers Fund	\$970,461	\$32,696	\$1,003,157	\$0	\$1,003,157	\$0	\$1,003,157	\$0	\$1,003,157

Community Dev. Block Grant (Fund #82):

Personnel	\$208,083		\$208,083		\$208,083		208,083	\$4,500	\$212,583
Supplies & Expenses	4,600		4,600		\$4,600		4,600		4,600
Other Services & Charges	87,572		87,572		\$87,572		87,572		87,572
Capital Outlays	1,336,292	-88,188	1,248,104		\$1,248,104		1,248,104	-4,500	1,243,604
Transfers	0		0		\$0		0		0
Total - CDBG Fund	\$1,636,547	-\$88,188	\$1,548,359	\$0	\$1,548,359	\$0	\$1,548,359	\$0	\$1,548,359

Series 2009 G.O. Bonds - AMR Project (Fund #78)

Supplies	\$0		0		\$0		0		0
Other Services & Charges	\$0		0		\$0		0		0
Transfers Out	\$0		0		\$0		0		0
Capital Outlay	0		0		\$0		0		0
Total - Series 2009 G.O. Bonds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Special Sales Tax-Parks/Rec/USM Improvements (Fund #86):

Supplies	\$0		0		\$0		0		0
Other Services & Charges	\$0		0		\$0		0	\$317,500	317,500
Transfers Out	\$0		0		\$0		0		0
Capital Outlay	0		0		\$0		0	\$327,500	327,500
Total - Parks/Rec/USM Impr.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$645,000	\$645,000

Public Safety/Recreation Construction (Fund #88):

Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	247,000	100,000	347,000	605,000	\$952,000		952,000		952,000
Capital Outlays	0	137,232	137,232	30,974,394	\$31,111,626		31,111,626		31,111,626
Transfers to other Funds	0		0	1,254,898	\$1,254,898		1,254,898		1,254,898
Total - Series 2002 Const. Fund	\$247,000	\$237,232	\$484,232	\$32,834,292	\$33,318,524	\$0	\$33,318,524	\$0	\$33,318,524

MDA Energy Efficiency Capital Projects (Fund #89):

Personnel	\$0		\$0		\$0		0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	0	200,798	200,798		\$200,798		200,798		200,798
Transfers	0		0		\$0		0		0
Total - Series 2004 Const. Fund	\$0	\$200,798	\$200,798	\$0	\$200,798	\$0	\$200,798	\$0	\$200,798

Series 2008 G.O. Note (Downtown Lighting)(Fund # 90):

Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	0		0		\$0		0		0
Transfers	0		0		\$0		0		0
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

TIF Construction (Fund # 91):

Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0	64,484	\$64,484		64,484		64,484
Capital Outlays	0		0	685,516	\$685,516		685,516		685,516
Transfers	0		0		\$0		0		0
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$750,000	\$750,000	\$0	\$750,000	\$0	\$750,000

Series 2001 G.O. Bond Construction (Fund # 95):

Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	0		0		\$0		0		0
Transfers	0		0		\$0		0		0
Total - Series 2001 Const. Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Mississippi Dev. Bank Construction (Fund # 96):

Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Transfers	0		0		\$0		0		0
Capital Outlays	0		0		\$0		0		0
Total - MDB Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Kamper Park Imp. (Fund #98):

Personnel	\$0		\$0		\$0		\$0		\$0
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CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	April/June Amend'ts	Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	2,255	-4	2,251		\$2,251		2,251		2,251
Total - Kamper Park Imp. Fund	\$2,255	-\$4	\$2,251	\$0	\$2,251	\$0	\$2,251	\$0	\$2,251

Series 2010 Water & Sewer G.O. Constr. (Fund #99):

Personnel					\$0				
Supplies & Expenses					\$0				
Other Services & Charges			0		\$0		0		0
Capital Outlay	\$0		0		\$0		0		0
Transfers out	\$0		0		\$0		\$0		\$0
Total - Series 2010 Constr.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Series 2013 Water & Sewer Revenue Constr. (Fund #105):

Personnel			0		\$0		0		0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges	\$0		0		\$0		0		0
Capital Outlay	\$352,886	\$384	353,270		\$353,270	\$1,500	354,770		354,770
Transfers			0		\$0		0		0
Total - Series 2013 Constr.	\$352,886	\$384	\$353,270	\$0	\$353,270	\$1,500	\$354,770	\$0	\$354,770

Series 2016 Water & Sewer Taxable Bonds Constr. (Fund #93):

Personnel			0		\$0		0		0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges	\$344,917		344,917		\$344,917		344,917		344,917
Capital Outlay	\$18,755,083	\$682,772	19,437,855		\$19,437,855		19,437,855		19,437,855
Transfers			0		\$0		0		0
Total - Series 2016 Constr.	\$19,100,000	\$682,772	\$19,782,772	\$0	\$19,782,772	\$0	\$19,782,772	\$0	\$19,782,772

Series 2012 Water & Sewer Const. (Fund #94):

Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	0		0		\$0		0		0
Transfers Out	0	62	62		\$62		62	2	64
Total - Series 2012 Const.	\$0	\$62	\$62	\$0	\$62	\$0	\$62	\$2	\$64

**GRAND TOTAL - FUNDS OTHER
THAN THE GENERAL FUND**

	\$89,303,097	-\$1,425,547	\$87,877,550	\$35,587,976	\$123,465,526	\$835,135	\$124,300,661	\$949,752	\$125,250,413
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General Fund	\$56,367,476	-\$65,584	\$56,301,892	\$553,100	\$56,854,992	\$926,784	\$57,781,776	\$219,143	\$58,000,919
TOTAL EXPENDITURES & TRANSFERS:	\$145,670,573	-\$1,491,131	\$144,179,442	\$36,141,076	\$180,320,518	\$1,761,919	\$182,082,437	\$1,168,895	\$183,251,332

Less: Interfund Transfers	-25,430,628	-106	-25,430,734	-1,254,898	-26,685,632	-345,000	-27,030,632	-62,210	-27,092,842
TOTAL EXPENDITURES	\$120,239,945	-\$1,491,237	\$118,748,708	\$34,886,178	\$153,634,886	\$1,416,919	\$155,051,805	\$1,106,685	\$156,158,490

Recap of City-Wide Expenditure Budgets:

Personnel	\$39,540,657	-\$98,490	\$39,442,167	-\$45,545	\$39,396,622	-\$7,486	\$39,389,136	-\$17,665	\$39,371,471
Supplies & Expenses	\$5,041,797	\$17,801	\$5,059,598	\$131,357	\$5,190,955	\$180,321	\$5,371,276	\$154,740	\$5,526,016
Other Services & Charges	\$25,509,350	\$378,363	\$25,887,713	\$1,507,929	\$27,395,642	\$561,163	\$27,956,805	\$756,550	\$28,713,355
Capital Outlays	\$37,585,391	-\$1,788,911	\$35,796,480	\$32,734,704	\$68,531,184	\$641,555	\$69,172,739	\$192,560	\$69,365,299
Principal Payments	9,211,702	0	9,211,702	0	9,211,702	40,987	9,252,689	10,000	9,262,689
Interest Payments	3,351,048	0	3,351,048	557,733	3,908,781	379	3,909,160	10,500	3,919,660
Total Expenditure Budgets	\$120,239,945	-\$1,491,237	\$118,748,708	\$34,886,178	\$153,634,886	\$1,416,919	\$155,051,805	\$1,106,685	\$156,158,490

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

GENERAL FUND:

REVENUES & BEG. CASH:

Taxes - Other	\$36,000
Licenses & Permits	4,454,800
Inter-governmental Revenues:	
Federal Grants	2,187,080
State Grants	560,085
State-Shared Revenues	23,386,678
County Shared Revenues	32,828
Charges for Services:	
Public safety	248,000
Streets	1,000
Sanitation	2,225,000
Misc.	0
Fines & Forfeits	1,235,000
Miscellaneous	300,000
Transfers-In	870,000
Non-Revenue Receipts	511,896
Total From All Sources	
Other Than taxation	36,048,367
Beginning Cash and Investment Balance	6,532,636
Reserve for Future Debt Service	(900,000)
Amount to be Raised by Tax Levy	18,137,600
TOTAL FROM ALL SOURCES	\$59,818,603

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	4,616,208
Supplies & Expenses	270,785
Other services & Charges	5,324,900
Capital Outlays	494,346
Total - General Government	10,706,239
Police Dept.:	
Personnel	11,224,658
Supplies & Expenses	884,113
Other services & Charges	650,693
Capital Outlays	476,000
Total - Police Dept.	13,235,464
Police & Fire Training:	
Personnel	42,304
Supplies & Expenses	125,232
Other services & Charges	71,056
Capital Outlays	27,000
Total - Police & Fire Training	265,592
Fire Dept.:	
Personnel	8,122,130
Supplies & Expenses	291,289
Other services & Charges	368,191
Capital Outlays	0
Total - Fire Dept.	8,781,610
Land Development Administration:	
Personnel	626,455
Supplies & Expenses	31,600
Other services & Charges	309,830
Capital Outlays	0
Total - Land Dev. Admin.	967,885

Public Safety Contractual Services:	
Personnel	266,726
Other services & Charges	974,000
Total - Pub. Safety Cont. Serv.	<u>1,240,726</u>
Public Services:	
Personnel	6,482,956
Supplies & Expenses	1,591,111
Other services & Charges	5,344,101
Capital Outlays	801,300
Total - Public Services	<u>14,219,468</u>
Animal Control	
Personnel	166,666
Supplies & Expenses	15,400
Other services & Charges	156,685
Capital Outlays	0
Total - Animal Control	<u>338,751</u>
Human/Social	
Other services & Charges	215,000
Total - Human/Social	<u>215,000</u>
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	398,675
Capital Outlays	0
Total - Eco. Dev.	<u>398,675</u>
Debt Service:	
Principal Payments	1,837,507
Interest Payments	441,314
Paying Agent Fee	3,000
Total - Debt service	<u>2,281,821</u>
Airport	
Personnel	3,054
Supplies & Expenses	32,146
Other services & Charges	53,508
Capital Outlays	0
Total - Airport	<u>88,708</u>
Cemetery	
Personnel	760,521
Supplies & Expenses	84,650
Other services & Charges	60,401
Capital Outlays	198,100
Total - Cemetery	<u>1,103,672</u>
Parking Garages	
Personnel	141,340
Supplies & Expenses	8,450
Other services & Charges	70,350
Capital Outlays	0
Total - Parking Garages	<u>220,140</u>
Operating Transfers Out	3,937,168
Total Expenditures & Transfers	<u>58,000,919</u>
Ending Cash Balance	<u>\$1,817,684</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$59,818,603</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$0
State Grants	0
County Shared Revenues	0
Misc. grants	0
Charges for Services:	
Culture & Recreation	39,960
Miscellaneous	10,700
Transfers-In	2,600,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	2,650,660
Beginning Cash and	
Investment Balance	1,056,158
Amount to be Raised by Tax Levy	900,000
TOTAL FROM ALL SOURCES	\$4,606,818

EXPENDITURES & ENDING CASH:

Culture & Recreation:	
Personnel	1,980,243
Supplies & Expenses	532,537
Other services & Charges	1,004,944
Capital Outlays	886,000
Total Expenditures	\$4,403,724
Cash balance at End of Year	203,094
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$4,606,818

CITY OF HATTIESBURG, MISSISSIPPI
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BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

MUNICIPAL FIRE PROTECTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
State-Shared Revenues	\$257,000
Charges for Services	95,652
Fines & Forfeits	0
Miscellaneous	3,000
Transfers In	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	355,652
Beginning Cash and	
Investment Balance	465,299
TOTAL FROM ALL SOURCES	\$820,951

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	\$0
Supplies & Expenses	68,500
Other services & Charges	67,200
Capital Outlays	352,100
Lease Debt Service - Principal	251,500
Lease Debt Service - Interest	15,080
Total Expenditures	\$754,380
Cash balance at End of Year	66,571
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$820,951

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

SPECIAL STREET
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$0
State Shared Revenues	60,000
Misc. grants	0
Miscellaneous	500
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	60,500
Beginning Cash and	
Investment Balance	3,759
TOTAL FROM ALL SOURCES	\$64,259

EXPENDITURES & ENDING CASH:

Public Services:	
Supplies & Expenses	0
Other services & Charges	60,000
Capital Outlays	0
Total Expenditures	\$60,000
Cash balance at End of Year	4,259
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$64,259

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

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

REVENUES & BEG. CASH:

Charges for Services	\$25,000
Transfers-In	11,000,000
Miscellaneous	4,200
Non-Revenue Receipts	5,000
Total From All Sources	
Other Than taxation	11,034,200
Beginning Cash and	
Investment Balance	1,602,463
TOTAL FROM ALL SOURCES	\$12,636,663

EXPENDITURES & ENDING CASH:

Personnel	2,981,951
Supplies & Expenses	1,054,296
Other services & Charges	7,803,369
Capital Outlays	532,901
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	\$12,372,517
Cash balance at End of Year	264,146
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$12,636,663

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

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

REVENUES & BEG. CASH:

Transfers-In	\$5,700,000
Miscellaneous	22,000
Non-Revenue Receipts	
Total Revenues	<u>5,722,000</u>
Beginning Cash Balance	<u>12,201,681</u>
TOTAL FROM ALL SOURCES	<u><u>\$17,923,681</u></u>

EXPENDITURES & ENDING CASH:

Bonds Redeemed	5,169,000
Interest on Bonds	2,363,117
Paying Agent Fees	15,000
Total Expenditures	<u>7,547,117</u>
Cash balance at End of Year	<u>10,376,564</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$17,923,681</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

WATER & SEWER ENTERPRISE FUND:

REVENUES & BEG. CASH:

Charges for Services:	
Licenses, Permits & Fees	\$4,000
Miscellaneous	3,500
Metered Water Sales	10,775,000
Taps	150,000
Water Turn-On Fees	50,000
Sewer Connections	40,000
Sewer Charges	10,989,700
Total Revenues	<u>22,012,200</u>
Beginning Fund Balance	<u>0</u>
TOTAL FROM ALL SOURCES	<u><u>\$22,012,200</u></u>

EXPENDITURES & ENDING CASH:

Other Services & Charges	86,700
Principal Redeemed - Notes	24,682
Interest on Notes	190
Operating Transfers Out	21,900,628
Total Expenditures	<u>\$22,012,200</u>
Cash balance at End of Year	<u>\$0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$22,012,200</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

CITY BOND & INTEREST
FUND (DEBT SERVICE FUND):

REVENUES & BEG. CASH:

County-Shared Revenues	\$0
Interest	15,000
Non-Revenue receipts	0
Transfers-In	<u>1,254,898</u>
Total From All Sources	
Other Than taxation	<u>1,269,898</u>
Beginning Cash and	
Investment Balance	5,973,992
Amount to be Raised by Tax Levy	<u>1,935,000</u>
TOTAL FROM ALL SOURCES	<u><u>\$9,178,890</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	910,000
Interest on Bonds	639,833
Other Services & Charges	33,000
Paying Agent Fees	<u>10,000</u>
Total Expenditures	<u>\$1,592,833</u>
Cash balance at End of Year	<u>7,586,057</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$9,178,890</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

FINES & FORFEITURES FUND:

REVENUES & BEG. CASH:

State grants	
Charges for Services	10,283
Fines & Forfeits	16,395
Miscellaneous	145
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	26,823
Beginning Cash and	
Investment Balance	399,459
TOTAL FROM ALL SOURCES	\$426,282

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	0
Supplies & Expenses	161,257
Other services & Charges	48,000
Capital Outlays	216,939
Transfers Out	0
Total Expenditures	\$426,196
Cash balance at End of Year	86
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$426,282

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

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

REVENUES & BEG. CASH:

Interest	\$0
Transfers In	\$0
County-Shared Revenues	125,000
Total From All Sources	
Other Than taxation	125,000
Beginning Cash and	
Investment Balance	281,735
Amount to be Raised by Tax Levy	125,000
TOTAL FROM ALL SOURCES	\$531,735

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	150,000
Interest on Bonds	97,000
Other Services & Charges	2,000
Total Expenditures	\$249,000
Cash balance at End of Year	282,735
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$531,735

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

SERIES 2004 TIF BOND & INTEREST
FUND (Home Depot Project):

REVENUES & BEG. CASH:

Interest	\$40
County-Shared Revenues	0
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	40
Beginning Cash and	
Investment Balance	44
Amount to be Raised by Tax Levy	0
TOTAL FROM ALL SOURCES	\$84

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	0
Interest on Bonds	0
Transfers Out	84
Other Services & Charges	0
Total Expenditures	\$84
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$84

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

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

REVENUES & BEG. CASH:

Interest	\$800
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	800
Beginning Cash and	
Investment Balance	284,502
Amount to be Raised by Tax Levy	100,000
TOTAL FROM ALL SOURCES	\$385,302

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	125,000
Interest on Bonds	65,800
Other Services & Charges	2,000
Transfers to Other Funds	0
Total Expenditures	\$192,800
Cash balance at End of Year	192,502
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$385,302

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

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

REVENUES & BEG. CASH:

Interest	\$500
County Shared Revenue	\$112,433
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	112,933
Beginning Cash and	
Investment Balance	74,306
Amount to be Raised by Tax Levy	400,000
TOTAL FROM ALL SOURCES	\$587,239

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	390,000
Interest on Bonds	59,730
Other Services & Charges	4,000
Total Expenditures	\$453,730
Cash balance at End of Year	133,509
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$587,239

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

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

REVENUES & BEG. CASH:

Interest	\$350
County Shared Revenue	\$0
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	350
Beginning Cash and	
Investment Balance	65,769
Amount to be Raised by Tax Levy	60,000
TOTAL FROM ALL SOURCES	\$126,119

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	45,000
Interest on Bonds	9,800
Other Services & Charges	1,000
Total Expenditures	\$55,800
Cash balance at End of Year	70,319
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$126,119

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

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

REVENUES & BEG. CASH:

Interest	\$70
County Shared Revenue	\$32,288
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	32,358
Beginning Cash and	
Investment Balance	19,351
Amount to be Raised by Tax Levy	68,554
TOTAL FROM ALL SOURCES	\$120,263

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	80,000
Interest on Bonds	12,250
Other Services & Charges	2,000
Total Expenditures	\$94,250
Cash balance at End of Year	26,013
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$120,263

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

2016 TIF BOND AND INTEREST

FUND (Whispering Pines):

REVENUES & BEG. CASH:

Interest	\$700
County Shared Revenue	\$186,215
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	186,915
Beginning Cash and	
Investment Balance	251,664
Amount to be Raised by Tax Levy	149,332
TOTAL FROM ALL SOURCES	\$587,911

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	162,000
Interest on Bonds	117,623
Other Services & Charges	2,000
Total Expenditures	\$281,623
Cash balance at End of Year	306,288
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$587,911

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

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

REVENUES & BEG. CASH:

Interest	\$200
County Shared Revenue	\$37,643
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	37,843
Beginning Cash and	
Investment Balance	90,305
Amount to be Raised by Tax Levy	0
TOTAL FROM ALL SOURCES	\$128,148

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	47,000
Interest on Bonds	28,485
Other Services & Charges	0
Total Expenditures	\$75,485
Cash balance at End of Year	52,663
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$128,148

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

AIRPORT IMPROVEMENT
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Federal Grants	\$1,896,988
State Shared Revenues	138,671
Miscellaneous	0
Transfers In	250,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	2,285,659
Beginning Cash and	
Investment Balance	(578,944)
TOTAL FROM ALL SOURCES	\$1,706,715

EXPENDITURES & ENDING CASH:

Public Services:	
Other services & Charges	0
Capital Outlays	1,456,715
Total Expenditures	\$1,456,715
Cash balance at End of Year	250,000
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,706,715

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

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

REVENUES & BEG. CASH:

Interest	\$250
County Shared Revenue	\$30,065
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	30,315
Beginning Cash and	
Investment Balance	99,812
Amount to be Raised by Tax Levy	90,197
TOTAL FROM ALL SOURCES	\$220,324

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	61,000
Interest on Bonds	59,263
Other Services & Charges	1,940
Total Expenditures	\$122,203
Cash balance at End of Year	98,121
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$220,324

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

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

REVENUES & BEG. CASH:

Interest	\$100
County Shared Revenue	\$11,088
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>11,188</u>
Beginning Cash and	
Investment Balance	10,353
Amount to be Raised by Tax Levy	<u>11,088</u>
TOTAL FROM ALL SOURCES	<u><u>\$32,629</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	10,000
Interest on Bonds	10,175
Other Services & Charges	<u>2,000</u>
Total Expenditures	\$22,175
Cash balance at End of Year	<u>10,454</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$32,629</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

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

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$0
Transfer From Other Funds	62,168
Total From All Sources	
Other Than taxation	62,168
Beginning Cash and	
Investment Balance	0
Amount to be Raised by Tax Levy	0
TOTAL FROM ALL SOURCES	\$62,168

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	0
Interest on Bonds	0
Other Services & Charges	0
Total Expenditures	\$0
Cash balance at End of Year	62,168
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$62,168

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

MUNICIPAL ROAD & BRIDGE
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

State Grants	\$3,108,105
Federal Grants	0
County Shared Revenues	1,600,000
Miscellaneous	1,114,000
Transfers In	370,000

Non-Revenue Receipts 0

Total From All Sources	
Other Than taxation	6,192,105

Beginning Cash and

Investment Balance	109,231
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TOTAL FROM ALL SOURCES **\$6,301,336**

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	0
Other services & Charges	1,686,800
Capital Outlays	4,614,155
Principal Payments	0
Interest Payments	0

Total Expenditures **\$6,300,955**

Cash balance at End of Year 381

TOTAL EXPENDITURES AND

ENDING CASH BALANCE **\$6,301,336**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2019

**MASS TRANSIT OPERATING
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$4,121,247
State Grants	\$0
Miscellaneous	159,800
Transfers-In	130,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	4,411,047
Beginning Cash and	
Investment Balance	72,117
Amount to be Raised by Tax Levy	220,000
TOTAL FROM ALL SOURCES	\$4,703,164

EXPENDITURES & ENDING CASH:

Personnel	1,116,146
Supplies & Expenses	302,400
Other services & Charges	536,662
Capital Outlays	2,747,956
Total Expenditures	\$4,703,164
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$4,703,164

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2019

WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$500,000
Miscellaneous	53,000
Transfers-In	4,700,628
Non-Revenue Receipts	<u>0</u>
Total From All Sources	
Other Than taxation	<u>5,253,628</u>
Beginning Cash and	
Investment Balance	<u>(785,861)</u>
TOTAL FROM ALL SOURCES	<u><u>\$4,467,767</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	\$1,400,000
Capital Outlays	3,067,767
Transfers	<u>0</u>
Total Expenditures	<u>4,467,767</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$4,467,767</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

COMMUNITY CENTERS
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Charges for services:	
Culture & Recreation	\$33,100
Miscellaneous	600
Transfers-In	600,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	633,700
Beginning Cash and	
Investment Balance	568,169
TOTAL FROM ALL SOURCES	\$1,201,869

EXPENDITURES & ENDING CASH:

Personnel	627,530
Supplies & Expenses	67,650
Other services & Charges	177,877
Capital Outlays	130,100
Total Expenditures	\$1,003,157
Cash balance at End of Year	198,712
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,201,869

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

COMMUNITY DEVELOPMENT BLOCK GRANT
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Federal Grants	\$1,665,538
Transfers In	25,000
Total From All Sources	
Other Than taxation	1,690,538
Beginning Cash and	
Investment Balance	(142,179)
TOTAL FROM ALL SOURCES	\$1,548,359

EXPENDITURES & ENDING CASH:

Personnel	212,583
Supplies & Expenses	4,600
Other services & Charges	87,572
Capital Outlays	1,243,604
Transfers	0
Total Expenditures	\$1,548,359
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,548,359

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

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

REVENUES & BEG. CASH:

Intergovernmental Revenues:

State Grants	10,000
State Shared Revenues	635,000
Interest Earnings	
Total Revenues	<u>645,000</u>
Beginning Cash and	
Investment Balance	<u>0</u>
TOTAL FROM ALL SOURCES	<u><u>\$645,000</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	317,500
Capital Outlays	327,500
Transfers to Other Funds	<u>0</u>
Total Expenditures	<u>\$645,000</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$645,000</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

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

REVENUES & BEG. CASH:

Proceeds from Bond Issue	29,850,000
Bond Premium	2,984,292
Interest Earnings	
Total Revenues	<u>32,834,292</u>
Beginning Cash and Investment Balance	<u>484,232</u>
TOTAL FROM ALL SOURCES	<u><u>\$33,318,524</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	952,000
Capital Outlays	31,111,626
Transfers to Other Funds	1,254,898
Total Expenditures	<u>\$33,318,524</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$33,318,524</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

MDA Energy Efficiency Capital Projects

Fund:

REVENUES & BEG. CASH:

Proceeds from Bond Issue	\$0
Interest Earnings	0
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	<u>200,798</u>
TOTAL FROM ALL SOURCES	<u><u>\$200,798</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	200,798
Transfers to Other Funds	<u>0</u>
Total Expenditures	<u>\$200,798</u>
Cash Balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$200,798</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

TIF Construction Fund:

REVENUES & BEG. CASH:

Proceeds from Bond Issue	\$750,000
Interest Earnings	0
Total Revenues	<u>750,000</u>
Beginning Cash and Investment Balance	<u>(2)</u>
TOTAL FROM ALL SOURCES	<u><u>\$749,998</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	64,484
Capital Outlays	685,516
Transfers to Other Funds	0
Total Expenditures	<u>\$750,000</u>
Cash Balance at End of Year	<u>(2)</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$749,998</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

SERIES 2016 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	100,000
Proceeds from Revenue Bond Issue	\$0
Total Revenues	<u>100,000</u>
Beginning Cash and	
Investment Balance	19,682,772
TOTAL FROM ALL SOURCES	<u><u>\$19,782,772</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	344,917
Capital Outlays	19,437,855
Transfers Out	
Total Expenditures	<u>\$19,782,772</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$19,782,772</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

SERIES 2012 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	2
Proceeds from Revenue Bond Issue	
Total Revenues	<u>2</u>
Beginning Cash and	
Investment Balance	<u>62</u>
TOTAL FROM ALL SOURCES	<u>\$64</u>

EXPENDITURES & ENDING CASH:

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

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

***KAMPER PARK ZOO CAPITAL
IMPROVEMENTS FUND:***

REVENUES & BEG. CASH:

State Grants	\$0
Miscellaneous	0
Charges for Services	0
Transfers-In from Other Funds	0
Non-Revenue Receipts	0
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	<u>2,251</u>
TOTAL FROM ALL SOURCES	<u><u>\$2,251</u></u>

EXPENDITURES & ENDING CASH:

Supplies	0
Other services & Charges	0
Capital Outlays	2,251
Total Expenditures	<u>\$2,251</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$2,251</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

SERIES 2013 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	1,500
Proceeds from Revenue Bond Issue	\$0
Total Revenues	<u>1,500</u>
Beginning Cash and Investment Balance	<u>353,270</u>
TOTAL FROM ALL SOURCES	<u><u>\$354,770</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	354,770
Transfers Out	<u>0</u>
Total Expenditures	<u>\$354,770</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$354,770</u></u>



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 6, 2019

Re: Adopt a Resolution authorizing the form of a Development and Reimbursement Agreement between P&W Investments, LLC, a Mississippi Limited Liability Company, and the City of Hattiesburg and authorize the Mayor to execute the same.
File Number: 2019-53
Minute Book #

Summary

Recommendation Statement

Please place this on the August 6, 2019 City Council meeting for consideration.

**RESOLUTION AUTHORIZING THE FORM OF AND EXECUTION OF
A DEVELOPMENT AND REIMBURSEMENT AGREEMENT
BETWEEN P&W INVESTMENTS, LLC, A MISSISSIPPI LIMITED
LIABILITY COMPANY, AND THE CITY OF HATTIESBURG,
MISSISSIPPI; AND FOR RELATED PURPOSES.**

WHEREAS, the Mayor and Council of the City of Hattiesburg, Mississippi (the “Governing Body” of the “City”), acting for and on behalf of the City, hereby finds, determines and adjudicates and declares as follows:

1. Under Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended from time to time (the “TIF Act” or the “Act”), the City is authorized to undertake and carry out redevelopment projects (as defined in the Act) in connection with redevelopment plans (as defined in the Act) within the City in order to encourage private redevelopment therein and is authorized to finance such redevelopment and related infrastructure, through the issuance of tax increment financing bonds.

2. Pursuant to the Act, on March 5, 2019 the City approved a Tax Increment Financing Plan, City of Hattiesburg, Mississippi 2019 (AVID HOTEL PROJECT) (the “TIF Plan”) which, among other things, determined that the Project, as defined in the TIF Plan, is a project of economic significance and benefit to the City and qualifies as a redevelopment project under the Act; and

3. As detailed in the TIF Plan, the City has been approached by P&W Investments, LLC, (the “Developer”) proposing to develop a upper mid-scale hotel project consisting of 70 guest rooms in a 4-story building that will be located on approximately 1.3 acres on 40th Avenue and Lundy Street near the main intersections of Hardy Street and Interstate 59 in the City and now desires to enter into a Development and Reimbursement Agreement to induce the Developer to undertake the acquisition and construction of the Project and necessary public and private infrastructure improvements related to the development as fully described in the TIF Plan.

4. It is necessary to approve the form of the Development and Reimbursement Agreement and the execution thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, AS FOLLOWS:

SECTION 1. That the Development and Reimbursement Agreement is hereby approved in the form attached hereto as **Exhibit A**, and that the Mayor and City Clerk are hereby authorized to execute the Development Agreement in substantially the same form, for and on behalf of the City.

SECTION 2. For cause, this resolution shall become effective immediately upon the adoption thereof.

RESOLVED this ____ day of _____, 2019.

Councilman _____ moved the adoption of the foregoing Resolution, which motion was seconded by Councilman _____ and after the same had been read and considered section by section and put to a roll call vote, the result was as follows:

YEAS:

NAYS:

ATTEST

City Clerk

Council President

{SEAL:}

Mayor

Exhibit A

Development and Reimbursement Agreement

(See attached)

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS DEVELOPMENT AND REIMBURSEMENT AGREEMENT is made and entered into as of _____, 2019 (this “Agreement”), by and between **THE CITY OF HATTIESBURG, MISSISSIPPI** (the “City”), a body politic of the State of Mississippi (the “State”), and **P&W Investments, LLC**, a Mississippi limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended from time to time (the “TIF Act” or the “Act”), the City is authorized to undertake and carry out redevelopment projects (as defined in the Act) in connection with redevelopment plans (as defined in the Act) within the City in order to encourage private redevelopment therein and is authorized to finance such redevelopment projects through the issuance of tax increment financing bonds; and

WHEREAS, pursuant to the Act, on March 5, 2019 the City approved a Tax Increment Financing Plan, City of Hattiesburg, Mississippi 2019 (AVID HOTEL PROJECT) (the “TIF Plan”) which, among other things, determined that the Project, as defined in the TIF Plan and this Agreement, is a project of economic significance and benefit to the City and qualifies as a redevelopment project under the Act; and

WHEREAS, the Developer intends to demolish and replace old existing metal warehousing and construct and develop a upper mid-scale hotel project consisting of 70 guest rooms in a 4-story building that will be located on approximately 1.3 acres on 40th Avenue and Lundy Street near the main intersections of Hardy Street and Interstate 59 in the City, as more particularly described in **EXHIBIT A** to this Agreement, and as described in the TIF Plan (the “Project”); and

WHEREAS, the Developer is requesting the City issue its tax increment financing bonds pursuant to the Act and TIF Plan in a principal amount not to exceed Six Hundred Thousand Dollars (\$600,000) (the “Bonds”), in order to defray all or a part of the costs of the demolition and removal of existing metal warehousing and the construction of various infrastructure improvements and site improvements of the Project including, but not limited to installation of utilities such as water, sanitary sewer, and natural gas lines, relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, public and private parking, sidewalks fire protection; installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of property necessary for installation of the infrastructure and other improvements described hereinabove; capitalized interest; and other related expenses such as engineering the infrastructure improvements; all expenses in connection with the authorization, sale and issuance of bonds, or indebtedness; TIF Plan preparation fees; other incidental costs and related professional fees, as more particularly described in **EXHIBIT B** to this Agreement and made a part hereof (the “Infrastructure Improvements”); and

WHEREAS, the total cost of the Infrastructure Improvements and the Project is estimated to be approximately \$7,860,000 in public and private investment; and

WHEREAS, the City adopted and approved the TIF Plan indicating its intent, subject to certain conditions precedent, to issue the Bonds in support of the Project to finance all or a part of the costs of the Infrastructure Improvements pursuant to further proceedings of the City and by virtue of such statutory authority as may now or hereafter be conferred by the Act and as described in the TIF Plan; and

WHEREAS, in order to secure and provide for the payment of the principal of and interest on the Bonds, the City intends to pledge all or a portion of the incremental increase in ad valorem real and personal property taxes generated by the development of the Project, excluding levies for public school purposes, and further subject to such other limitations set forth in this Agreement (the “Tax Increment”); and

WHEREAS, the City and the Developer now desire to enter into this Agreement pursuant to the Act and TIF Plan in order to, among other things, provide for (i) the construction and installation of the Project and the Infrastructure Improvements by the Developer and (ii) the sale and issuance of the Bonds by the City in order to reimburse the Developer for all or a part of the costs of the Infrastructure Improvements and pay the costs incident to the sale and issuance of the Bonds.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the parties hereto intend to be legally bound hereby and in consideration of mutual covenants hereinafter contained do hereby agree as follows:

1. UNDERTAKINGS OF THE DEVELOPER. Subject to the conditions herein stated, the Developer agrees as follows:

a. The Developer will timely construct and install the Project in accordance with the TIF Plan and in accordance with the building codes of the City and all other applicable federal, State, County and City laws and regulations.

b. The Developer will timely construct and install the Infrastructure Improvements in accordance with the building codes of the City and all other applicable federal, State, County and City laws and regulations. The Developer shall submit plans and specifications with respect to the Infrastructure Improvements to the City and such plans and specifications shall be subject to the approval of the City. Developer further acknowledges and agrees that the Infrastructure Improvements constructed shall include, in part, street lighting, public sidewalks, and street landscaping.

c. The Developer will prepare and file with the City a Preliminary Plat and Final Plat in connection with the Project and Infrastructure Improvements in accordance with the City’s zoning and subdivision regulations.

d. In connection with the construction and installation of the Project and the Infrastructure Improvements, the Developer will obtain all necessary approvals from all applicable federal, State, County, City, and other governmental agencies.

e. The Developer shall timely complete the acquisition and construction of the Infrastructure Improvements and the Project substantially as described in the TIF Plan and this Agreement.

f. The Developer will provide to the City such financial information relating to the Project and Infrastructure Improvements and execute all appropriate documents necessary to complete the sale and issuance of the Bonds. The Developer will enter into a Tax Payment and Assessment Agreement with the City pursuant to which the Developer will agree, among other things, (i) to timely pay all ad valorem and other taxes in connection with the Project, and (ii) not to contest the tax assessment on the Project in a manner that would result in a reduction of the assessed value of the Project to an amount less than what is required to generate sufficient Tax Increment to satisfied the debt service requirements on the Bonds.

g. The Infrastructure Improvements will be constructed and installed to City standards and specifications to allow for their dedication or conveyance to the City where such dedication is required by the City due to the public nature of such improvements.

h. To the extent the City determines that the public nature of any of the Infrastructure Improvements constructed by the Developer requires dedication to public use, the Developer will dedicate or convey or have dedicated or conveyed to the City, such public Infrastructure Improvements in form satisfactory to the City, and if required by the nature of such public Infrastructure Improvements, convey or have conveyed easements to the City in connection with such public Infrastructure Improvements.

i. The Developer acknowledges and agrees it assumes the risk of proceeding with construction of the Project and Infrastructure Improvements prior to sale and issuance of the Bonds, and acknowledges and agrees the City is not authorized or obligated to use its general fund to pay any part of the costs of the Project or the Infrastructure Improvements. Developer further acknowledges and agrees that it will purchase the Bonds issued by the City at mutually agreeable terms consistent with current market rates and terms. In the event the Bonds are not sold and delivered, no resulting liability shall accrue to the City, irrespective of expenditures made by Developer. In the event the Bond proceeds are insufficient to pay the costs of the Infrastructure Improvements, the Developer agrees to pay such deficiency necessary to complete the Infrastructure Improvements as set forth herein.

j. The Developer shall maintain separate records on the costs of the Project and the Infrastructure Improvements in a manner so as to aid the City in accounting for costs eligible for reimbursement under this Agreement. At such time as the Bonds are sold and delivered to the City, Developer shall submit its request for reimbursement for its eligible Infrastructure costs and expenditures made by filing with the City a Reimbursement Requisition Request in substantial form as attached hereto in **EXHIBIT C** to this Agreement.

2. UNDERTAKINGS OF THE CITY. Subject to the conditions herein stated, the City agrees as follows:

a. The City will affect such procedures with respect to the sale and issuance of the Bonds, including, without limitation, the adoption of appropriate resolutions and such other procedures and documents as may be required by the Act.

b. Prior to the Termination Date (as defined herein), the City will use all reasonable efforts to sell and issue the Bonds in an amount not to exceed Six Hundred Thousand Dollars (\$600,000), pursuant to the terms of the Act on such terms, conditions, principal amount and rates of interest as shall be mutually agreeable to the City and to the Purchaser (as defined herein) as may be reasonably supported by the Tax Increment pledge; provided, however, that the Bonds will not be sold and issued until such time as the Developer has complied with the requirements of Paragraph 3 hereof.

c. The sale of the Bonds shall be by negotiated sale to one or more purchasers (the "Purchaser"). It is further acknowledged and agreed that the Developer has agreed to purchase the Bonds as set out in this Agreement.

d. Pursuant to the resolution or resolutions of the City authorizing the sale and issuance of the Bonds (collectively, the "Bond Resolution"), the proceeds from the sale of the Bonds will be delivered to the City or to a financial institution selected by the City for handling and distribution according to the terms of the Bond Resolution and the Act.

e. Among other provisions, the Bond Resolution will provide that proceeds from the sale of the Bonds shall first pay the City's costs incurred in connection with the Project, which shall include but not be limited to the expenses, costs and fees incurred by the City engineer in connection with the TIF Plan, the TIF Plan, and this Agreement, including cost of issuance of the Bonds and funding a reserve, if any, to pay any debt service on the Bonds that will be due and payable before the first Tax Increment is received by the City and any reserve that may be required by the Purchasers, and then the proceeds shall next be used to reimburse Developer for eligible costs, in an amount not to exceed \$600,000, for installing and constructing the Infrastructure Improvements; and the remainder of the Bond proceeds, if any, shall be disbursed by the City in the manner authorized by the Act.

f. The Bonds shall mature at such time or times not exceeding fifteen (15) years from their date, may be subject to redemption at such times and at such premiums and shall be in such form and in all other respects be of such detail and issued under such conditions as may be determined by the City in the Bond Resolution.

g. The Bonds will be secured by a pledge from the City of the Tax Increment as provided in the Bond Resolution.

h. Costs of issuance for the Bonds, including, but not limited to, the fees and expenses of City Counsel, Bond Counsel, and Financial Advisor will be paid from the proceeds of the Bonds; provided, however, if the Bonds are not issued within twenty-four (24) months from the date of this Agreement, fees and expenses incurred by the City

Attorney, Bond Counsel, and Financial Advisor, if any, will be paid promptly by the Developer.

i. Within a reasonable time after adoption of all proceedings of the City required by the Act for the sale and issuance of the Bonds, the City may submit the same for validation under the provisions of Sections 31-13-1, *et seq.*, Mississippi Code of 1972, as amended from time to time, and will prosecute said validation proceedings and secure therein a final decree of the Chancery Court of Forrest County, Mississippi validating the Bonds.

j. The City's obligation to reimburse the Developer under this Agreement is expressly limited to the Developer's actual costs to install and construct the Infrastructure Improvements and shall in no event exceed the lesser of \$600,000 or Bond proceeds available after the distribution in accordance with the Bond Resolution and Paragraph 1.d, 1.e and 1.h of this Agreement. Furthermore, the City's obligation to expend funds or reimburse the Developer is expressly limited to funds available under this Agreement and the Bond Resolution from bond proceeds derived from the sale and delivery of the Bonds and available after distribution in accordance with the Bond Resolution and Paragraph 1.d, 1.e and 1.h of this Agreement.

3. CONDITIONS PRECEDENT TO ISSUANCE OF THE BONDS. Prior to the sale and issuance of the Bonds, the Developer shall, in connection with construction and installation of the Project and the Infrastructure Improvements, have (i) secured all necessary approvals from applicable federal, State, County, City and other governmental agencies; (ii) completed, at Developer's own cost, the acquisition, construction and installation of the Infrastructure Improvements to City standards and specifications; (iii) dedicated the completed and installed public Infrastructure Improvements to the City to the extent the City required such due to its public nature; (iv), completed, at the Developer's own costs, acquisition, installation and construction, of the Project; (v) been issued a certificate of completion and occupancy for the Project; (vi) executed such documents as the City may require pursuant to Paragraph 1.f. of this Agreement; and (vii) agreed to and be in substantial compliance with the undertakings of the Developer set forth in Paragraph 1 of this Agreement. Upon satisfaction of the requirements of this paragraph 3, the City agrees to use its best efforts to sell and issue the Bonds on a schedule mutually acceptable to the City and the Developer.

4. LIMITED OBLIGATION. The Bonds will be limited obligations of the City payable solely from the Tax Increment and other moneys pledged therefor. Except for the Tax Increment, neither the faith, credit or taxing power of the City nor the faith, credit or taxing power of the State or any political subdivision thereof, is pledged to the payment of the Bonds.

5. TERMINATION. If the Bonds are not issued and delivered on or before three (3) years from the date hereof, this Agreement shall thereupon terminate (the "Termination Date"); provided, however, that this Termination Date may be extended by mutual consent of the parties. This Agreement may also be terminated by written agreement of the parties hereto. Upon termination of this Agreement, it is expressly understood that the Developer shall bear the sole responsibility and liability for all reasonable fees and expenses incurred by the City Attorney, Bond Counsel and Financial Advisor related, directly or indirectly, to the sale and issuance of the

Bonds, and the preparation of this Agreement, recognizing that the City does not have the authority to pay such costs except from the proceeds of the Bonds.

6. ADDITIONAL PROVISIONS.

a. This Agreement has been made by the City and the Developer and no person other than the foregoing and their successors and assigns shall acquire or have any right under or by virtue of this Agreement.

b. This Agreement shall become effective upon the execution and acceptance hereof by the parties hereto and shall be valid and enforced from and after the time of such execution and acceptance.

c. If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a paragraph of this Agreement.

d. In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

e. This Agreement shall inure to the benefit of the City and the Developer and their respective successors and assigns.

f. This Agreement shall be governed as to validity, construction and performance by the laws of the State.

g. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall constitute but one and the same agreement.

h. No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written agreement signed by the City and the Developer.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed as of the ____ day of _____, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Council President

By: _____
Mayor

[Signature Page to Development and Reimbursement Agreement]

P & W Investments, LLC

By: _____

Name: _____

Title: _____

[Signature Page to Development and Reimbursement Agreement]

EXHIBIT A

PROJECT

1. The Avid Hotel Project Description
2. Legal Description of Project Site and TIF District
3. Plat of Site

The Avid Hotel Project

The proposed boutique hotel is a new modern design element named "Avid" introduced by Intercontinental Hotel Group (IHG). Avid is an upper mid-scale hotel project that will be located on 40th Avenue and Lundy Street near the main intersections of Hardy Street and Interstate 59 in the City of Hattiesburg. The proposed hotel project is within walking distance of the University of Southern Mississippi. The proposed hotel will include 79 guest rooms in a 4-story building that will have great visibility to Hardy Street and Interstate 59. The project is a redevelopment project that will replace old existing metal warehousing that will be demolished to make room for the new hotel.

Attached hereto are a map and legal description of the TIF District from which the tax revenues will be generated to service the TIF Debt Obligations.

EXHIBIT B

INFRASTRUCTURE IMPROVEMENTS

GENERAL DESCRIPTION OF ELIGIBLE INFRASTRUCTURE IMPROVEMENTS COST

The cost of demolition and removal of existing metal warehousing and the constructing and installing various infrastructure improvements and site improvements of the Project including, but not limited to, installation of utilities such as water, sanitary sewer and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, public and private parking, sidewalks, fire protection; installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove; capitalized interest; and other related expenses such as engineering the infrastructure improvements; all expenses in connection with the authorization, sale and issuance of bonds, or indebtedness; TIF plan preparation fees and other incidental related costs; and related professional fees.

EXHIBIT C

REIMBURSEMENT REQUISITION REQUEST

CITY OF HATTIESBURG, MISSISSIPPI
\$ _____ TAX INCREMENT LIMITED OBLIGATION BONDS
SERIES 20__
(AVID HOTEL PROJECT)

REIMBURSEMENT REQUISITION REQUEST

The undersigned hereby requests the City of Hattiesburg, Mississippi, to reimburse or to pay the designated payee for the following costs or other amounts to be paid from the Construction Fund:

(a) Building or Construction Cost	\$ _____
(b) Other Authorized Costs	\$ _____
Total Costs to be Reimbursed	\$ _____

Attached hereto are copies of the invoices or statements from the contractor, vendor, other payee or other document for authorized Infrastructure Improvement costs of the Avid Hotel Project.

CERTIFICATE

I hereby certify that:

- (a)** The amounts to be paid from the City's Construction Fund have been paid or incurred by the undersigned in the amount specified therein.
- (b)** No certificate with respect to such amount has previously been delivered to the City.
- (c)** The amounts set forth in this requisition have been properly expended or incurred for costs of the Infrastructure Improvements for the Avid Hotel Project and such amounts have been paid.
- (d)** The undersigned has no notice of any vendor's, mechanic's, or other liens or right to liens, chattel mortgages or conditional sales contracts, or other contracts or obligations which should be satisfied or discharged before payment of such obligation is made.

All defined terms shall have the meaning ascribed to each as set forth in the Bond Resolution of the City dated _____, 20__.

EXECUTED, this _____ day of _____, 20__.

BY: _____
TITLE: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 6, 2019

Re: Adopt a Resolution authorizing Requisition No. 47 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

File Number: 2019-2
Minute Book #

Summary

Adopt a Resolution authorizing Requisition No. 47 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Recommendation Statement

This is payment to C.B. Developers for Katie and Arledge St. Infrastructure, Sewer Improvements Ph VIII-Camp St Area, and Water Improvements Ph V final payment.

Please place this on the August 6, 2019 City Council meeting for consideration.

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. **47** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 47 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on August 18, 2016 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$25,000,000 (the “Loan”) pursuant to the terms and conditions of that certain loan agreement, dated as of August 18, 2016, by and between the Mississippi Development Bank and the City (the “Loan Agreement”).

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **47** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$392,989.91** 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. **47** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Three Hundred Ninety-Two Thousand Nine Hundred Eighty-Nine and 91/100 dollars (\$392,989.91)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No. **47** in the total aggregate amount **Three Hundred Ninety-Two Thousand Nine Hundred Eighty-Nine and 91/100 dollars (\$392,989.91)** 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 **6th** day of **August, 2019**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **6th** day of **August, 2019**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$25,000,000.00 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2016 Bonds") secured by \$25,000,000.00 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated August 18, 2016 (the "Series 2016 Note").

TO: Regions Bank
400 West Capitol, 7th Floor
Little Rock, AR 72201
ATTN: Corporate Trust Department

REQUISITION NO.: 47

DATE OF REQUISITION: 8/6/2019

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7245.13	89,176.27	Pay App. #5	Katie Ave & Arledge St Infrastructure Period: 6/1/19 - 6/30/19 MB 2018-212
2	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.70	167,329.96	Pay Est. No. 11	Sewer Improvements Ph VIII - Camp St. Area Period: 6/1/19 - 6/30/19 MB 2011-4/89-110
3	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7245.62	136,483.68	Pay Est. No. 6 & Final	Water Improvements Ph V Period: 05/26/18 - 01/30/19 MB: 2017-341 & 334
			392,989.91		



Engineering Progress

July 16, 2019

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

Attn: Lamar Rutland, P.E.

**Re: Infrastructure Rehabilitation, Arledge Street and Katie Avenue Area
City of Hattiesburg**

Dear Lamar:

Enclosed please find Pay Estimate No. 5 for the above referenced project in the amount of \$89,176.27.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'SE', with a large, loopy flourish extending to the right.

Shea E. McNease, P.E.
Project Engineer

/mt

Enclosure

RECEIVED
7/17/19

LR

Contractor's Application for Payment No.

5

Application Period: 6/1/2019 - 6/30/2019		Application Date: 7/10/2019
To (Owner): CITY OF HATTIESBURG, MS	From (Contractor): C. B. Developers, Inc.	Via (Engineer): SHOWS, DEARMAN & WAITS, INC.
Project: INFRASTRUCTURE REHAB, ARLEDGE & KATIE AVE AREA	Contract:	
Owner's Contract No.: Not Applicable	Contractor's Project No.:	Engineer's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
			1. ORIGINAL CONTRACT PRICE.....	\$ \$1,035,127.45
			2. Net change by Change Orders.....	\$
			3. Current Contract Price (Line 1 ± 2).....	\$ \$1,035,127.45
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ \$469,934.54
			5. RETAINAGE:	
			a. 5% X \$469,934.54 Work Completed.....	\$ \$23,496.73
			b. 5% X Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ \$23,496.73
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ \$446,437.81
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ \$357,261.54
			8. AMOUNT DUE THIS APPLICATION.....	\$ \$89,176.27
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$ \$588,689.64
TOTALS				
NET CHANGE BY CHANGE ORDERS				

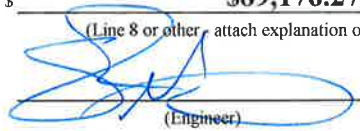
Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 7/10/2019

Payment of: \$ **\$89,176.27**
 (Line 8 or other - attach explanation of the other amount)

is recommended by:  (Engineer) 7/16/19 (Date)

Payment of: \$ **\$89,176.27**
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding or Financing Entity (if applicable) _____ (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): INFRASTRUCTURE REHAB, ARLEDGE & KATIE AVE AREA							Application Number: 5				
Application Period: 6/1/2019 - 6/30/2019							Application Date: 7/10/2019				
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	ARLEDGE STREET (ROADWAY)										
1	CLEARING AND GRUBBING	1	LS	\$622.20	\$622.20	1	\$622.20		\$622.20	100.0%	
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	685	SY	\$3.11	\$2,130.35	43.56	\$135.47		\$135.47	6.4%	\$1,994.88
3	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES	707	LF	\$3.11	\$2,198.77	560	\$1,741.60		\$1,741.60	79.2%	\$457.17
4	REMOVAL OF UTILITIES	1	LS	\$12,444.00	\$12,444.00	1	\$12,444.00		\$12,444.00	100.0%	
5	EXCESS EXCAVATION, LVM, AH	65	CY	\$14.93	\$970.45						\$970.45
6	SAND BAGS	150	EA	\$18.67	\$2,800.50						\$2,800.50
7	WATTLED, 20"	150	LF	\$9.01	\$1,351.50						\$1,351.50
8	GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)	98	CY	\$9.96	\$976.08						\$976.08
9	9.5 MM, MT, ASPHALT PAVEMENT	197	TON	\$205.33	\$40,450.01						\$40,450.01
10	19 MM, MT, ASPHALT PAVEMENT	81	TON	\$205.33	\$16,631.73						\$16,631.73
11	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	1,479	SY	\$14.93	\$22,081.47						\$22,081.47
12	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH	178	SY	\$78.40	\$13,955.20						\$13,955.20
13	COMBINATION CONCRETE CURB & GUTTER, PER PLANS	520	LF	\$26.13	\$13,587.60						\$13,587.60
14	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	386	SY	\$53.51	\$20,654.86						\$20,654.86
15	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES	26	CY	\$2,001.00	\$52,026.00	9.12	\$18,249.12		\$18,249.12	35.1%	\$33,776.88
16	REINFORCING STEEL	2,370	LBS	\$1.80	\$4,266.00	1084	\$1,951.20		\$1,951.20	45.7%	\$2,314.80
17	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	312	LF	\$37.18	\$11,600.16	235	\$8,737.30		\$8,737.30	75.3%	\$2,862.86
18	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	226	LF	\$53.15	\$12,011.90	250	\$13,287.50		\$13,287.50	110.6%	-\$1,275.60
19	8" CORRUGATED POLYETHYLENE PIPE	12	LF	\$36.55	\$438.60	20	\$731.00		\$731.00	166.7%	-\$292.40
20	10" CORRUGATED POLYETHYLENE PIPE	12	LF	\$39.30	\$471.60						\$471.60
21	12" CORRUGATED POLYETHYLENE PIPE	12	LF	\$41.92	\$503.04						\$503.04
22	CASTINGS	553	LBS	\$7.35	\$4,064.55						\$4,064.55
23	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	1,490	LF	\$1.24	\$1,847.60						\$1,847.60
24	THERMOPLASTIC DETAIL STRIPE, WHITE	312	LF	\$2.49	\$776.88						\$776.88
	Totals				\$238,861.05		\$57,899.39		\$57,899.39		\$180,961.66

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): INFRASTRUCTURE REHAB, ARLEDGE & KATIE AVE AREA						Application Number: 5					
Application Period: 6/1/2019 - 6/30/2019						Application Date: 7/10/2019					
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	SUBTOTAL FROM PREVIOUS PAGE				\$238,861.05		\$57,899.39		\$57,899.39		\$180,961.66
25	THERMOPLASTIC LEGEND, WHITE	142	LF	\$2.49	\$353.58						\$353.58
26	DETECTABLE WARNING, PER PLANS	165	SF	\$68.44	\$11,292.60						\$11,292.60
27	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0 125" TH	10	SF	\$24.27	\$242.70						\$242.70
28	STEEL U-SECTION POSTS, 2 0 LBS/FT	52	LF	\$9.96	\$517.92						\$517.92
29	MAINTENANCE OF TRAFFIC	1	LS	\$10,577.40	\$10,577.40	1	\$10,577.40		\$10,577.40	100.0%	
30	MOBILIZATION	1	LS	\$31,110.00	\$31,110.00	1	\$31,110.00		\$31,110.00	100.0%	
	KATIE AVENUE (ROADWAY)										
1	CLEARING AND GRUBBING	1	LS	\$622.20	\$622.20	1	\$622.20		\$622.20	100.0%	
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	1,782	SY	\$3.11	\$5,542.02	1108.19	\$3,446.47		\$3,446.47	62.2%	\$2,095.55
3	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	22	SY	\$3.11	\$68.42	574.95	\$1,788.09		\$1,788.09	2613.4%	-\$1,719.67
4	REMOVAL OF CONCRETE WALKS, ALL DEPTHS	217	SY	\$3.11	\$674.87						\$674.87
5	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES	440	LF	\$3.11	\$1,368.40	11	\$34.21		\$34.21	2.5%	\$1,334.19
6	REMOVAL OF UTILITIES	1	LS	\$12,444.00	\$12,444.00	1	\$12,444.00		\$12,444.00	100.0%	
7	REMOVAL OF INLET AND JUNCTION BOX, ALL TYPES & SL	1	EA	\$186.66	\$186.66						\$186.66
8	REMOVE AND RESET SIGNS, ALL SIZES	2	EA	\$12.44	\$24.88						\$24.88
9	EXCESS EXCAVATION, LVM, AH	346	CY	\$3.73	\$1,290.58						\$1,290.58
10	SAND BAGS	150	EA	\$18.67	\$2,800.50						\$2,800.50
11	WATTLES, 20"	250	LF	\$10.86	\$2,715.00						\$2,715.00
12	GRANULAR MATERIAL (LVM)(CLASS 9, GROUP B)	519	CY	\$9.96	\$5,169.24						\$5,169.24
13	9 5 MM, MT, ASPHALT PAVEMENT	97	TON	\$205.33	\$19,917.01						\$19,917.01
14	19 MM, MT, ASPHALT PAVEMENT	312	TON	\$205.33	\$64,062.96						\$64,062.96
15	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	20	SY	\$14.93	\$298.60						\$298.60
16	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH	91	SY	\$78.40	\$7,134.40						\$7,134.40
17	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH	19	SY	\$112.00	\$2,128.00						\$2,128.00
18	COMBINATION CONCRETE CURB & GUTTER, PER PLANS	723	LF	\$26.13	\$18,891.99						\$18,891.99
	Totals				\$438,294.98		\$117,921.77		\$117,921.77		\$320,373.21

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): INFRASTRUCTURE REHAB, ARLEDGE & KATIE AVE AREA								Application Number: 5			
Application Period: 6/1/2019 - 6/30/2019								Application Date: 7/10/2019			
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	SUBTOTAL FROM PREVIOUS PAGE				\$438,294.98		\$117,921.77		\$117,921.77		\$320,373.21
19	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, BRO	477	SY	\$53.51	\$25,524.27						\$25,524.27
20	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, STAM	16	SY	\$112.00	\$1,792.00						\$1,792.00
21	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURE	42	CY	\$2,001.00	\$84,042.00	23.48	\$46,983.48		\$46,983.48	55.9%	\$37,058.52
22	REINFORCING STEEL	3,568	LBS	\$1.80	\$6,422.40	1993	\$3,587.40		\$3,587.40	55.9%	\$2,835.00
23	15" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	12	LF	\$37.15	\$445.80	24	\$891.60		\$891.60	200.0%	-\$445.80
24	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	230	LF	\$37.18	\$8,551.40	193	\$7,175.74		\$7,175.74	83.9%	\$1,375.66
25	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	31	LF	\$53.15	\$1,647.65	16	\$850.40		\$850.40	51.6%	\$797.25
26	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	204	LF	\$84.35	\$17,207.40	203	\$17,123.05		\$17,123.05	99.5%	\$84.35
27	44" X 27" REINFORCED CONCRETE ARCH PIPE, CLASS A3, F	103	LF	\$126.92	\$13,072.76	102	\$12,945.84		\$12,945.84	99.0%	\$126.92
28	51" X 31" REINFORCED CONCRETE ARCH PIPE, CLASS A3, F	255	LF	\$156.67	\$39,950.85	240	\$37,600.80		\$37,600.80	94.1%	\$2,350.05
29	51" X 31" REINFORCED CONCRETE ARCH PIPE END SECTION	1	EA	\$1,891.49	\$1,891.49						\$1,891.49
30	CASTINGS	790	LBS	\$2.38	\$1,880.20						\$1,880.20
31	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	780	LF	\$1.24	\$967.20						\$967.20
32	THERMOPLASTIC DETAIL STRIPE, WHITE	336	LF	\$2.49	\$836.64						\$836.64
33	THERMOPLASTIC LEGEND, WHITE	103	LF	\$2.49	\$256.47						\$256.47
34	THERMOPLASTIC LEGEND, WHITE	10	SF	\$7.47	\$74.70						\$74.70
35	DETECTABLE WARNING, PER PLANS	141	SF	\$68.44	\$9,650.04						\$9,650.04
36	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0 125" TH	20	SF	\$24.27	\$485.40						\$485.40
37	STEEL U-SECTION POSTS, 2.0 LBS/FT	78	LF	\$9.96	\$776.88						\$776.88
38	MAINTENANCE OF TRAFFIC	1	LS	\$10,577.40	\$10,577.40	1	\$10,577.40		\$10,577.40	100.0%	
39	MOBILIZATION	1	LS	\$31,110.00	\$31,110.00	1	\$31,110.00		\$31,110.00	100.0%	
	TRAFFIC SIGNAL RELOCATION										
1	RELOCATION OF EXISTING TRAFFIC SIGNAL CONTROLLER	1	LS	\$43,460.68	\$43,460.68	1	\$43,460.68		\$43,460.68	100.0%	
2	REMOVAL OF EXISTING TRAFFIC CONTROLLER BASE	1	EA	\$1,866.60	\$1,866.60	1	\$1,866.60		\$1,866.60	100.0%	
3	MAINTENANCE OF TRAFFIC	1	LS	\$3,111.00	\$3,111.00	1	\$3,111.00		\$3,111.00	100.0%	
	Totals				\$743,896.21		\$335,205.76		\$335,205.76		\$408,690.45

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): INFRASTRUCTURE REHAB, ARLEDGE & KATIE AVE AREA							Application Number: 5				
Application Period: 6/1/2019 - 6/30/2019							Application Date: 7/10/2019				
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	SUBTOTAL FROM PREVIOUS PAGE				\$743,896.21		\$335,205.76		\$335,205.76		\$408,690.45
4	MOBILIZATION	1	LS	\$8,088.60	\$8,088.60	1	\$8,088.60		\$8,088.60	100.0%	
	ARLEDGE STREET (WATER)										
1	12" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	670	LF	\$45.53	\$30,505.10						\$30,505.10
2	8" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	20	LF	\$37.29	\$745.80						\$745.80
3	6" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	20	LF	\$33.60	\$672.00						\$672.00
4	4" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	10	LF	\$32.21	\$322.10						\$322.10
5	3" SCH. 80 PVC (OPEN CUT)	90	LF	\$14.85	\$1,336.50						\$1,336.50
6	2" SCH. 80 PVC (OPEN CUT)	12	LF	\$13.64	\$163.68						\$163.68
7	1-1/2" SCH. 80 PVC (OPEN CUT)	60	LF	\$13.36	\$801.60						\$801.60
8	20" STEEL CASING (BORED)	60	LF	\$170.73	\$10,243.80						\$10,243.80
9	16" DR-11 HDPE (OPEN CUT)	60	LF	\$198.01	\$11,880.60						\$11,880.60
10	TRACER WIRE SYSTEM	942	LF	\$3.77	\$3,551.34						\$3,551.34
11	8" GATE VALVE	1	EA	\$1,515.62	\$1,515.62						\$1,515.62
12	6" GATE VALVE	1	EA	\$1,168.44	\$1,168.44						\$1,168.44
13	CONNECTION: PROPOSED 12" TO EXISTING 20" (HOT TAP w/ 2" SCH. 80 PVC)	1	EA	\$9,217.06	\$9,217.06						\$9,217.06
14	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE)	1	EA	\$7,689.95	\$7,689.95						\$7,689.95
15	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & REDUCED ORIFICE)	1	EA	\$5,083.13	\$5,083.13						\$5,083.13
16	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & REDUCED ORIFICE)	1	EA	\$2,922.16	\$2,922.16						\$2,922.16
17	CONNECTION: PROPOSED 6" TO PROPOSED 4" (TEE)	1	EA	\$2,525.36	\$2,525.36						\$2,525.36
18	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE & VALVE)	2	EA	\$5,587.12	\$11,174.24						\$11,174.24
19	6" FIRE SUPPRESSION CONNECTION	3	EA	\$4,895.89	\$14,687.67						\$14,687.67
20	3" SERIVCE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE & REDUCED ORIFICE)	4	EA	\$3,941.36	\$15,765.44						\$15,765.44
21	2" SERIVCE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE & REDUCED ORIFICE)	1	EA	\$2,708.84	\$2,708.84						\$2,708.84
22	1-1/2" SERIVCE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE & REDUCED ORIFICE)	2	EA	\$1,946.62	\$3,893.24						\$3,893.24
	KATIE AVENUE (WATER)										
	Totals				\$890,558.48		\$343,294.36		\$343,294.36		\$547,264.12

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): INFRASTRUCTURE REHAB, ARLEDGE & KATIE AVE AREA								Application Number: 5			
Application Period: 6/1/2019 - 6/30/2019								Application Date: 7/10/2019			
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	SUBTOTAL FROM PREVIOUS PAGE				\$890,558.48		\$343,294.36		\$343,294.36		\$547,264.12
1	8" DUCTILE IRON WATER LINE (OPEN CUT)	460	LF	\$33.56	\$15,437.60						\$15,437.60
2	3" SCH. 80 PVC (OPEN CUT)	41	LF	\$21.07	\$863.87						\$863.87
3	1-1/2" SCH. 80 PVC (OPEN CUT)	40	LF	\$19.59	\$783.60						\$783.60
4	TRACER WIRE SYSTEM	541	LF	\$3.26	\$1,763.66						\$1,763.66
5	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ TEE)	1	EA	\$4,568.39	\$4,568.39						\$4,568.39
6	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE)	1	EA	\$5,440.23	\$5,440.23						\$5,440.23
7	6" FIRE SUPPRESSION CONNECTION	1	EA	\$3,705.81	\$3,705.81						\$3,705.81
8	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE)	1	EA	\$3,609.46	\$3,609.46						\$3,609.46
9	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE)	1	EA	\$1,967.23	\$1,967.23						\$1,967.23
ARLEDGE (SEWER)											
1	8" PVC SEWER, SDR 26 (6'-8')	403	LF	\$29.28	\$11,799.84	210	\$6,148.80		\$6,148.80	52.1%	\$5,651.04
2	8" PVC SEWER, SDR 26 (8'-10')	60	LF	\$34.26	\$2,055.60	150	\$5,139.00		\$5,139.00	250.0%	-\$3,083.40
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	144	LF	\$22.08	\$3,179.52	173.25	\$3,825.36		\$3,825.36	120.3%	-\$645.84
4	TRACER WIRE SYSTEM	607	LF	\$4.47	\$2,713.29	505.25	\$2,258.47		\$2,258.47	83.2%	\$454.82
5	48" DIAMETER PRECAST CONCRETE MANHOLE (6'-8')	2	EA	\$4,016.80	\$8,033.60	2	\$8,033.60		\$8,033.60	100.0%	
6	60" DIAMETER PRECAST CONCRETE MANHOLE (8'-10')	1	EA	\$4,657.75	\$4,657.75	0.79	\$3,679.62		\$3,679.62	79.0%	\$978.13
7	8" X 8" X 6" SERVICE TEE	6	EA	\$508.21	\$3,049.26	4	\$2,032.84		\$2,032.84	66.7%	\$1,016.42
8	6" PVC CLEANOUT	6	EA	\$652.53	\$3,915.18	5	\$3,262.65		\$3,262.65	83.3%	\$652.53
9	DEMOLITION AND REMOVAL OF EXISTING MANHOLE	1	EA	\$933.30	\$933.30						\$933.30
10	ABANDONMENT OF EXISTING MANHOLE	2	EA	\$684.42	\$1,368.84						\$1,368.84
11	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	766	CY	\$11.82	\$9,054.12	1304	\$15,413.28		\$15,413.28	170.2%	-\$6,359.16
KATIE AVE & EDWARDS ST (SEWER)											
1	8" PVC SEWER, SDR 26 (8'-10')	149	LF	\$34.26	\$5,104.74	395	\$13,532.70		\$13,532.70	265.1%	-\$8,427.96
2	8" PVC SEWER, SDR 26 (10'-12')	306	LF	\$39.24	\$12,007.44	55	\$2,158.20		\$2,158.20	18.0%	\$9,849.24
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	81	LF	\$15.57	\$1,261.17	62	\$965.34		\$965.34	76.5%	\$295.83
Totals					\$997,831.98		\$409,744.22		\$409,744.22		\$588,087.76

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): INFRASTRUCTURE REHAB, ARLEDGE & KATIE AVE AREA								Application Number: 5			
Application Period: 6/1/2019 - 6/30/2019								Application Date: 7/10/2019			
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	SUBTOTAL FROM PREVIOUS PAGE				\$997,831.98		\$409,744.22		\$409,744.22		\$588,087.76
4	TRACER WIRE SYSTEM	536	LF	\$3.89	\$2,085.04	482	\$1,874.98		\$1,874.98	89.9%	\$210.06
5	48" DIAMETER PRECAST CONCRETE MANHOLE (10'-12")	1	EA	\$5,298.69	\$5,298.69	2	\$10,597.38		\$10,597.38	200.0%	-\$5,298.69
6	8" X 8" X 6" SERVICE TEE	3	EA	\$508.21	\$1,524.63	2	\$1,016.42		\$1,016.42	66.7%	\$508.21
7	6" PVC CLEANOUT	3	EA	\$652.53	\$1,957.59	2	\$1,305.06		\$1,305.06	66.7%	\$652.53
8	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	2,236	CY	\$11.82	\$26,429.52	3840.65	\$45,396.48		\$45,396.48	171.8%	-\$18,966.96
Totals					\$1,035,127.45		\$469,934.54		\$469,934.54		\$565,192.91

Monthly Totals

For (Contract):		Application Number:	5
Application Period:	6/1/2019 - 6/30/2019	Application Date:	7/10/2019

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
	ARLEDGE STREET (ROADWAY)											
1	CLEARING AND GRUBBING	1										1
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	43.56										43.56
3	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES					560						560
4	REMOVAL OF UTILITIES				1							1
5	EXCESS EXCAVATION, LVM, AH											
6	SAND BAGS											
7	WATTLED, 20"											
8	GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)											
9	9.5 MM, MT, ASPHALT PAVEMENT											
10	19 MM, MT, ASPHALT PAVEMENT											
11	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS											
12	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" THICK, BROOM FINISH											
13	COMBINATION CONCRETE CURB & GUTTER, PER PLANS											
14	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT											
15	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES					9.12						9.12
16	REINFORCING STEEL					1084						1084
17	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS					235						235
18	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS					250						250
19	8" CORRUGATED POLYETHYLENE PIPE					20						20
20	10" CORRUGATED POLYETHYLENE PIPE											
21	12" CORRUGATED POLYETHYLENE PIPE											
22	CASTINGS											
23	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW											
24	THERMOPLASTIC DETAIL STRIPE, WHITE											

Monthly Totals

For (Contract):		Application Number:	5
Application Period:	6/1/2019 - 6/30/2019	Application Date:	7/10/2019

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
25	THERMOPLASTIC LEGEND, WHITE											
26	DETECTABLE WARNING, PER PLANS											
27	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS											
28	STEEL U-SECTION POSTS, 2.0 LBS/FT											
29	MAINTENANCE OF TRAFFIC	0.25	0.1	0.1		0.55						1
30	MOBILIZATION	0.4	0.1	0.1		0.4						1
	KATIE AVENUE (ROADWAY)											
1	CLEARING AND GRUBBING	1										1
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	350	736.86	21.33								1108.19
3	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	71.34	249.72	253.89								574.95
4	REMOVAL OF CONCRETE WALKS, ALL DEPTHS											
5	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES		11									11
6	REMOVAL OF UTILITIES				1							1
7	REMOVAL OF INLET AND JUNCTION BOX, ALL TYPES & SIZES											
8	REMOVE AND RESET SIGNS, ALL SIZES											
9	EXCESS EXCAVATION, LVM, AH											
10	SAND BAGS											
11	WATTLES, 20"											
12	GRANULAR MATERIAL (LVM)(CLASS 9, GROUP B)											
13	9.5 MM, MT, ASPHALT PAVEMENT											
14	19 MM, MT, ASPHALT PAVEMENT											
15	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS											
16	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" THICK, BROOM FINISH											
17	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" THICK, STAMPED AND COLORED											
18	COMBINATION CONCRETE CURB & GUTTER, PER PLANS											

Monthly Totals

For (Contract):		Application Number:	5
Application Period:	6/1/2019 - 6/30/2019	Application Date:	7/10/2019

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
19	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, BROOM FINISH											
20	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, STAMPED AND COLORED											
21	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES		14.18	9.3								23.48
22	REINFORCING STEEL		1203	790								1993
23	15" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS		8	16								24
24	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS			193								193
25	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS			16								16
26	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS			203								203
27	44" X 27" REINFORCED CONCRETE ARCH PIPE, CLASS A3, FLEXIBLE P		70	32								102
28	51" X 31" REINFORCED CONCRETE ARCH PIPE, CLASS A3, FLEXIBLE P		240									240
29	51" X 31" REINFORCED CONCRETE ARCH PIPE END SECTION											
30	CASTINGS											
31	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW											
32	THERMOPLASTIC DETAIL STRIPE, WHITE											
33	THERMOPLASTIC LEGEND, WHITE											
34	THERMOPLASTIC LEGEND, WHITE											
35	DETECTABLE WARNING, PER PLANS											
36	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS											
37	STEEL U-SECTION POSTS, 2.0 LBS/FT											
38	MAINTENANCE OF TRAFFIC	0.25	0.1	0.1		0.55						1
39	MOBILIZATION	0.4	0.1	0.1		0.4						1
TRAFFIC SIGNAL RELOCATION												
1	RELOCATION OF EXISTING TRAFFIC SIGNAL CONTROLLER, PER PLANS				1							1
2	REMOVAL OF EXISTING TRAFFIC CONTROLLER BASE				1							1
3	MAINTENANCE OF TRAFFIC				1							1

Monthly Totals

For (Contract):		Application Number:	5
Application Period:	6/1/2019 - 6/30/2019	Application Date:	7/10/2019

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
4	MOBILIZATION				1							1
	ARLEDGE STREET (WATER)											
1	12" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)											
2	8" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)											
3	6" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)											
4	4" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)											
5	3" SCH. 80 PVC (OPEN CUT)											
6	2" SCH. 80 PVC (OPEN CUT)											
7	1-1/2" SCH. 80 PVC (OPEN CUT)											
8	20" STEEL CASING (BORED)											
9	16" DR-11 HDPE (OPEN CUT)											
10	TRACER WIRE SYSTEM											
11	8" GATE VALVE											
12	6" GATE VALVE											
13	CONNECTION: PROPOSED 12" TO EXISTING 20" (HOT TAP w/ 12" VALVE)											
14	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE)											
15	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & REDUCER)											
16	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & REDUCERS)											
17	CONNECTION: PROPOSED 6" TO PROPOSED 4" (TEE)											
18	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE & OTHER FITTINGS)											
19	6" FIRE SUPPRESSION CONNECTION											
20	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METER BOX, ETC.)											
21	2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METER BOX, ETC.)											
22	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METER BOX, ETC.)											
	KATIE AVENUE (WATER)											

Monthly Totals

For (Contract):		Application Number:	5
Application Period:	6/1/2019 - 6/30/2019	Application Date:	7/10/2019

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
1	8" DUCTILE IRON WATER LINE (OPEN CUT)											
2	3" SCH. 80 PVC (OPEN CUT)											
3	1-1/2" SCH. 80 PVC (OPEN CUT)											
4	TRACER WIRE SYSTEM											
5	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ 8" VALVE)											
6	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE & OTHER FITTINGS)											
7	6" FIRE SUPPRESSION CONNECTION											
8	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METER BOX, ETC.)											
9	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METER BOX, ETC.)											
	ARLEDGE (SEWER)											
1	8" PVC SEWER, SDR 26 (6'-8')		210									210
2	8" PVC SEWER, SDR 26 (8'-10')	150										150
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	60	50.25			63						173.25
4	TRACER WIRE SYSTEM	210	260.25			35						505.25
5	48" DIAMETER PRECAST CONCRETE MANHOLE (6'-8')		2									2
6	60" DIAMETER PRECAST CONCRETE MANHOLE (8'-10')	0.79										0.79
7	8" X 8" X 6" SERVICE TEE		4									4
8	6" PVC CLEANOUT		4			1						5
9	DEMOLITION AND REMOVAL OF EXISTING MANHOLE											
10	ABANDONMENT OF EXISTING MANHOLE											
11	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	420				884						1304
	KATIE AVE & EDWARDS ST (SEWER)											
1	8" PVC SEWER, SDR 26 (8'-10')	395										395
2	8" PVC SEWER, SDR 26 (10'-12')	55										55
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	8		54								62

Monthly Totals

For (Contract):		Application Number:	5
Application Period:	6/1/2019 - 6/30/2019	Application Date:	7/10/2019

[illegible]



Engineering Progress

July 15, 2019

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

Attn: Lamar Rutland, P.E.

Re: Comprehensive Sewer/Water Improvements – Phase VIII
Camp Street Area
City of Hattiesburg

Dear Lamar:

Enclosed please find Pay Estimate No. 11 for the above referenced project in the amount of \$167,329.96.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'John T. Weeks', is written over the word 'Sincerely,'.

John T. Weeks, P.E.
Project Engineer

/mt

Enclosure

cc: C.B. Developers
SDW

RECEIVED
7/16/19

42

360
445

Contractor's Application For Payment No. 11

Application Period: Beginning: 6/1/2018 Ending: 6/30/2019		Application Date: 12-Jul-19
To (Owner): CITY OF HATTIESBURG	From (Contractor): C.B. DEVELOPERS, INC.	Via (Engineer): SHOWS, DEARMAN & WAITS, INC.
Project: COMPREHENSIVE SEWER/WATER PHASE 8	Contract:	
Owner's Contract No.: Not Applicable	Contractor's Project No.:	Engineer's Project No.:

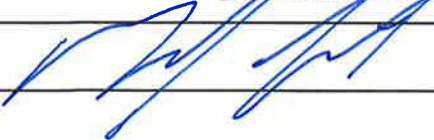
Change Order Summary

Approved Change Orders

Number	Additions	Deductions
SA No. 1	54779.07	
TOTALS	\$ 54,779.07	\$ -
NET CHANGE BY CHANGE ORDERS	\$ 54,779.07	

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 7/12/2019

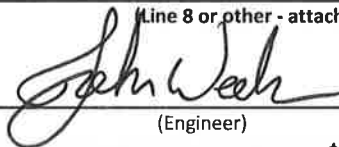
1. ORIGINAL CONTRACT PRICE	\$ 3,721,611.76
2. Net change by Change Orders	\$ 54,779.07
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	\$ 3,776,390.83
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	\$ 2,635,409.08
5. RETAINAGE:	
a. 5.0 % x Work Completed	\$ 126,292.83
b. 5.0% x Stored Material	\$ -
c. Total Retainage (line 5a + line 5b)	\$ 126,292.83
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 2,509,116.25
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 2,341,786.29
8. AMOUNT DUE THIS APPLICATION	\$ 167,329.96
9. BALANCE TO FINISH, PLUS RETAINAGE	
(Column G on Progress Estimate + Line 5 above)	\$ 1,267,274.58

Payment of:

\$167,329.96

(Line 8 or other - attach explanation of other amount)

Is recommended by:


(Engineer)

7/15/19
(Date)

Payment of:

\$167,329.96

(Line 8 or other - attach explanation of other amount)

Is approved by:

(Owner)

(Date)

Is approved by:

(Owner)

(Date)

Approved by:

(Funding Agency, if applicable)

(Date)

Progress Estimate

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8					Application Number: 11					
Application Period: 6/1/2018 TO 6/30/2019						Application Date: 12-Jul-19					
	A	Bid	Quantity	Unit Price	B	C	D	E	F		G
Pay Item	Item Description				Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	CAMP STREET AREA SEWER PIPE ITEMS										
1	8" SDR-26 PVC SEWER PIPE (0-6')	2109.0	\$	48.54	\$ 102,370.86	1502.18	\$ 72,915.82	\$ 2,718.55	\$ 75,634.37	74%	\$ 26,736.49
2	8" SDR-26 PVC SEWER PIPE (6'-8')	5576.0	\$	50.96	\$ 284,152.96	4618.49	\$ 235,358.25	\$ 4,289.64	\$ 239,647.90	84%	\$ 44,505.06
3	8" SDR-26 PVC SEWER PIPE (8'-10')	2961.0	\$	53.38	\$ 158,058.18	3030.55	\$ 161,770.76	\$ -	\$ 161,770.76	102%	\$ (3,712.58)
4	8" SDR-26 PVC SEWER PIPE (10'-12')	863.0	\$	55.81	\$ 48,164.03	638.78	\$ 35,650.31	\$ 1,004.51	\$ 36,654.82	76%	\$ 11,509.21
5	8" SDR-26 PVC SEWER PIPE (12'-14')	249.0	\$	59.44	\$ 14,800.56		\$ -	\$ 1,115.52	\$ 1,115.52	8%	\$ 13,685.04
6	10" SDR-26 PVC SEWER PIPE (0-6')	25.0	\$	51.64	\$ 1,291.00		\$ -	\$ 176.00	\$ 176.00	14%	\$ 1,115.00
7	10" SDR-26 PVC SEWER PIPE (6'-8')	351.0	\$	54.06	\$ 18,975.06	228.00	\$ 12,325.68	\$ 865.92	\$ 13,191.60	70%	\$ 5,783.46
8	10" SDR-26 PVC SEWER PIPE (8'-10')	325.0	\$	56.48	\$ 18,356.00	222.29	\$ 12,554.94	\$ 723.08	\$ 13,278.02	72%	\$ 5,077.98
9	10" SDR-26 PVC SEWER PIPE (10'-12')	239.0	\$	58.91	\$ 14,079.49	243.71	\$ 14,356.96	\$ -	\$ 14,356.96	102%	\$ (277.47)
10	10" SDR-26 PVC SEWER PIPE (12'-14')	130.0	\$	62.54	\$ 8,130.20		\$ -	\$ 915.20	\$ 915.20	11%	\$ 7,215.00
11	10" SDR-26 PVC SEWER PIPE (14'-16')	67.0	\$	78.28	\$ 5,244.76		\$ -	\$ 56.32	\$ 56.32	1%	\$ 5,188.44
12	8" DUCTILE IRON SEWER PIPE (0-6')	384.0	\$	79.57	\$ 30,554.88	400.00	\$ 31,828.00	\$ -	\$ 31,828.00	104%	\$ (1,273.12)
13	8" DUCTILE IRON SEWER PIPE (6'-8')	20.0	\$	89.26	\$ 1,785.20		\$ -	\$ 562.40	\$ 562.40	32%	\$ 1,222.80
14	10" DUCTILE IRON SEWER PIPE (0-6')	25.0	\$	105.96	\$ 2,649.00		\$ -	\$ 953.00	\$ 953.00	36%	\$ 1,696.00
15	10" DUCTILE IRON SEWER PIPE (6'-8')	30.0	\$	109.59	\$ 3,287.70		\$ -	\$ 1,143.60	\$ 1,143.60	35%	\$ 2,144.10
16	REMOVAL OF EXISTING SEWER LINE	10650.0	\$	3.63	\$ 38,659.50	9722.00	\$ 35,290.86	\$ -	\$ 35,290.86	91%	\$ 3,368.64
17	ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)	3220.0	\$	6.67	\$ 21,477.40		\$ -	\$ -	\$ -		\$ 21,477.40
18	TRACER WIRE SYSTEM FOR SEWER	19153.0	\$	1.44	\$ 27,580.32	14578.86	\$ 20,993.56	\$ 5,214.52	\$ 26,208.08	95%	\$ 1,372.24
	SEWER MANHOLE ITEMS										
19	48" PRECAST CONCRETE SEWER MANHOLE (0-6)	6.0	\$	2,339.80	\$ 14,038.80	13.00	\$ 30,417.40	\$ -	\$ 30,417.40	217%	\$ (16,378.60)
20	48" PRECAST CONCRETE SEWER MANHOLE (6-8)	32.0	\$	3,040.17	\$ 97,285.44	21.00	\$ 63,843.57	\$ 11,198.22	\$ 75,041.79	77%	\$ 22,243.65
21	48" PRECAST CONCRETE SEWER MANHOLE (8-10)	8.0	\$	3,491.71	\$ 27,933.68	8.00	\$ 27,933.68	\$ -	\$ 27,933.68	100%	\$ -
22	48" PRECAST CONCRETE SEWER MANHOLE (10-12)	1.0	\$	4,051.04	\$ 4,051.04	1.00	\$ 4,051.04	\$ -	\$ 4,051.04	100%	\$ -
	TOTALS				\$ 942,926.06		\$ 759,290.82	\$ 30,936.48	\$ 790,227.30		\$ 152,698.76

EJCDC No. C-620 (2002 Edition)

10/2/2018

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 11						
Application Period: 6/1/2018 TO 6/30/2019					Application Date: 12-Jul-19						
	A	Bid	Quantity	Unit Price	B	C	D	E	F		G
Pay Item	Item Description				Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	Subtotal from Previous Page				\$ 942,926.06		\$ 759,290.82	\$ 30,936.48	\$ 790,227.30		\$ 152,698.76
23	48" PRECAST CONCRETE SEWER MANHOLE (12-14)	3.0	\$ 4,025.31	\$ 12,075.93			\$ -	\$ 4,238.01	\$ 4,238.01	35%	\$ 7,837.92
24	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)	3.0	\$ 3,553.84	\$ 10,661.52		1.00	\$ 3,553.84	\$ 1,858.66	\$ 5,412.50	51%	\$ 5,249.02
25	60" PRECAST CONCRETE SEWER MANHOLE (0-6)	1.0	\$ 4,502.46	\$ 4,502.46			\$ -	\$ 1,552.52	\$ 1,552.52	34%	\$ 2,949.94
26	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	1.0	\$ 5,058.41	\$ 5,058.41		1.00	\$ 5,058.41	\$ -	\$ 5,058.41	100%	\$ -
27	60" PRECAST CONCRETE SEWER MANHOLE (8-10)	1.0	\$ 5,419.09	\$ 5,419.09		1.00	\$ 5,419.09	\$ -	\$ 5,419.09	100%	\$ -
28	60" PRECAST CONCRETE SEWER MANHOLE (10-12)	1.0	\$ 6,342.23	\$ 6,342.23		1.00	\$ 6,342.23	\$ -	\$ 6,342.23	100%	\$ -
29	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)	2.0	\$ 6,620.27	\$ 13,240.54			\$ -	\$ 1,150.00	\$ 1,150.00	9%	\$ 12,090.54
30	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (1)	1.0	\$ 9,100.91	\$ 9,100.91			\$ -	\$ 2,665.00	\$ 2,665.00	29%	\$ 6,435.91
31	DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)	35.0	\$ 302.70	\$ 10,594.50		35.00	\$ 10,594.50	\$ -	\$ 10,594.50	100%	\$ -
32	ABANDONMENT OF EXISTING MANHOLE	12.0	\$ 393.51	\$ 4,722.12			\$ -	\$ -	\$ -		\$ 4,722.12
33	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	1.0	\$ 2,674.73	\$ 2,674.73			\$ -	\$ 649.28	\$ 649.28	24%	\$ 2,025.45
	SEWER SERVICE ITEMS										
34	4" SANITARY SEWER SERVICE CLEANOUT	231.0	\$ 375.31	\$ 86,696.61		163.00	\$ 61,175.53	\$ 9,704.25	\$ 70,879.78	82%	\$ 15,816.83
35	4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	316.0	\$ 39.97	\$ 12,630.52		291.00	\$ 11,631.27	\$ -	\$ 11,631.27	92%	\$ 999.25
36	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	3792.0	\$ 27.33	\$ 103,635.36		2,983.00	\$ 81,525.39	\$ 1,893.06	\$ 83,418.45	80%	\$ 20,216.91
37	8"x8"x6" PVC SERVICE TEE	203.0	\$ 191.79	\$ 38,933.37		158.00	\$ 30,302.82	\$ 2,628.00	\$ 32,930.82	85%	\$ 6,002.55
38	10"x10"x6" PVC SERVICE TEE	20.0	\$ 417.00	\$ 8,340.00		8.00	\$ 3,336.00	\$ 2,642.64	\$ 5,978.64	72%	\$ 2,361.36
39	8"x8"x6" DUCTILE IRON SERVICE TEE	5.0	\$ 825.41	\$ 4,127.05		3.00	\$ 2,476.23	\$ 960.00	\$ 3,436.23	83%	\$ 690.82
	WATER PIPE ITEMS										
40	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN CUT)	40.0	\$ 13.39	\$ 535.60			\$ -	\$ 42.40	\$ 42.40	8%	\$ 493.20
41	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	8340.0	\$ 26.87	\$ 224,095.80		6,738.00	\$ 181,050.06	\$ -	\$ 181,050.06	81%	\$ 43,045.74
42	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	4680.0	\$ 32.38	\$ 151,538.40		4,858.00	\$ 157,302.04	\$ -	\$ 157,302.04	104%	\$ (5,763.64)
43	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)	500.0	\$ 52.33	\$ 26,165.00		1,040.00	\$ 54,423.20	\$ -	\$ 54,423.20	208%	\$ (28,258.20)
44	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)	360.0	\$ 67.53	\$ 24,310.80			\$ -	\$ 9,277.20	\$ 9,277.20	38%	\$ 15,033.60
45	TRACER WIRE SYSTEM FOR WATER	22864.0	\$ 1.33	\$ 30,409.12		13,476.50	\$ 17,923.75	\$ 9,387.50	\$ 27,311.25	90%	\$ 3,097.88
	TOTALS				\$ 1,738,736.13		\$ 1,391,405.18	\$ 79,585.00	\$ 1,470,990.18		\$ 267,745.95

EJCDC No. C-620 (2002 Edition)

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Progress Estimate

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 11					
Application Period:	6/1/2018	TO	6/30/2019		Application Date: 12-Jul-19					
Pay Item	A Item Description	Bid Quantity	Unit Price	B Bid Value	C Estimated Quantity Installed	D Value	E Materials Stored (not in C)	F Total Completed and Stored to Date (D + E)	% (F)	G Balance to Finish (B - F)
	Subtotal from Previous Page			\$ 1,738,736.13		\$ 1,391,405.18	\$ 79,585.00	\$ 1,470,990.18		\$ 267,745.95
	WATER CONNECTION ITEMS									
46	CUT AND CAP EXISTING WATER LINE IN PLACE	6.0	\$ 644.87	\$ 3,869.22		\$ -	\$ 699.00	\$ 699.00	18%	\$ 3,170.22
47	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-RED)	1.0	\$ 1,038.87	\$ 1,038.87		\$ -	\$ 222.00	\$ 222.00	21%	\$ 816.87
48	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COU)	2.0	\$ 1,006.18	\$ 2,012.36		\$ -	\$ 478.00	\$ 478.00	24%	\$ 1,534.36
49	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER F	3.0	\$ 1,549.82	\$ 4,649.46	2.00	\$ 3,099.64	\$ 654.00	\$ 3,753.64	81%	\$ 895.82
50	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VA	8.0	\$ 3,500.42	\$ 28,003.36	5.00	\$ 17,502.10	\$ 4,032.00	\$ 21,534.10	77%	\$ 6,469.26
51	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ V	2.0	\$ 4,419.42	\$ 8,838.84		\$ -	\$ 5,918.00	\$ 5,918.00	67%	\$ 2,920.84
52	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER	1.0	\$ 934.74	\$ 934.74	1.00	\$ 934.74	\$ -	\$ 934.74	100%	\$ -
53	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER F	11.0	\$ 1,657.59	\$ 18,233.49	7.00	\$ 11,603.13	\$ 3,664.00	\$ 15,267.13	84%	\$ 2,966.36
54	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VA	1.0	\$ 4,269.28	\$ 4,269.28		\$ -	\$ 2,006.00	\$ 2,006.00	47%	\$ 2,263.28
55	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VA	1.0	\$ 4,881.95	\$ 4,881.95	1.00	\$ 4,881.95	\$ -	\$ 4,881.95	100%	\$ -
56	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ V	3.0	\$ 6,336.12	\$ 19,008.36	2.00	\$ 12,672.24	\$ 3,782.90	\$ 16,455.14	87%	\$ 2,553.22
57	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER	5.0	\$ 1,129.68	\$ 5,648.40	6.00	\$ 6,778.08	\$ -	\$ 6,778.08	120%	\$ (1,129.68)
58	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER	3.0	\$ 1,145.42	\$ 3,436.26	3.00	\$ 3,436.26	\$ -	\$ 3,436.26	100%	\$ -
	WATER VALVE ITEMS									
59	6" GATE VALVE	27.0	\$ 870.57	\$ 23,505.39	22.00	\$ 19,152.54	\$ 2,845.00	\$ 21,997.54	94%	\$ 1,507.85
60	8" GATE VALVE	22.0	\$ 1,162.37	\$ 25,572.14	21.00	\$ 24,409.77	\$ 810.00	\$ 25,219.77	99%	\$ 352.37
	WATER FIRE PROTECTION ITEMS									
61	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE,	16.0	\$ 3,703.84	\$ 59,261.44	17.00	\$ 62,965.28	\$ -	\$ 62,965.28	106%	\$ (3,703.84)
62	REMOVAL OF EXISTING FIRE HYDRANT	9.0	\$ 787.02	\$ 7,083.18		\$ -	\$ -	\$ -		\$ 7,083.18
	WATER SERVICE ITEMS									
63	SERVICE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC	242.0	\$ 412.88	\$ 99,916.96	60.00	\$ 24,772.80	\$ 3,525.00	\$ 28,297.80	28%	\$ 71,619.16
64	SERVICE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	33.0	\$ 760.38	\$ 25,092.54	11.00	\$ 8,364.18	\$ 1,331.64	\$ 9,695.82	39%	\$ 15,396.72
65	SERVICE TUBING (OPEN CUT) (3/4")	1985.0	\$ 6.28	\$ 12,465.80	645.50	\$ 4,053.74	\$ -	\$ 4,053.74	33%	\$ 8,412.06
66	SERVICE TUBING (OPEN CUT) (1")	400.0	\$ 6.41	\$ 2,564.00	105.00	\$ 673.05	\$ -	\$ 673.05	26%	\$ 1,890.95
	TOTALS			\$ 2,099,022.17		\$ 1,596,704.68	\$ 109,552.54	\$ 1,706,257.22		\$ 392,764.95

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Progress Estimate

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8					Application Number: 11						
Application Period:	6/1/2018		TO	6/30/2019		Application Date:	12-Jul-19					
	A		Bid	Quantity	Unit Price	B	C	D	E	F	G	
Pay Item	Item Description		Bid	Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	Subtotal from Previous Page					\$ 2,099,022.17		\$ 1,596,704.68	\$ 109,552.54	\$ 1,706,257.22		\$ 392,764.95
67	SERVICE TUBING (BORED) (3/4")		4080.0		\$ 9.92	\$ 40,473.60	10.00	\$ 99.20	\$ -	\$ 99.20	0%	\$ 40,374.40
68	SERVICE TUBING (BORED) (1")		400.0		\$ 10.04	\$ 4,016.00		\$ -	\$ -	\$ -		\$ 4,016.00
69	WATER SERVICE METER (3/4")		13.0		\$ 440.65	\$ 5,728.45		\$ -	\$ -	\$ -		\$ 5,728.45
70	WATER SERVICE METER (1")		2.0		\$ 652.32	\$ 1,304.64		\$ -	\$ -	\$ -		\$ 1,304.64
	MISCELLANEOUS CONSTRUCTION ITEMS											
71	CRUSHED AGGREGATE (SIZE 825)		5097.0		\$ 49.58	\$ 252,709.26	5846.50	\$ 289,869.47	\$ -	\$ 289,869.47	115%	\$ (37,160.21)
72	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM		23770.0		\$ 7.68	\$ 182,553.60	17252.00	\$ 132,495.36	\$ -	\$ 132,495.36	73%	\$ 50,058.24
73	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)		1062.0		\$ 65.38	\$ 69,433.56	322.80	\$ 21,104.66	\$ -	\$ 21,104.66	30%	\$ 48,328.90
74	HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)		50.0		\$ 332.97	\$ 16,648.50	20.10	\$ 6,692.70	\$ -	\$ 6,692.70	40%	\$ 9,955.80
75	9.5 MM HOT MIX ASPHALT		1652.0		\$ 133.94	\$ 221,268.88		\$ -	\$ -	\$ -		\$ 221,268.88
76	19 MM HOT MIX ASPHALT		1273.0		\$ 173.59	\$ 220,980.07		\$ -	\$ -	\$ -		\$ 220,980.07
77	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)		55.0		\$ 66.59	\$ 3,662.45	65.60	\$ 4,368.30	\$ -	\$ 4,368.30	119%	\$ (705.85)
78	CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)		370.0		\$ 96.86	\$ 35,838.20	157.00	\$ 15,207.02	\$ -	\$ 15,207.02	42%	\$ 20,631.18
79	CONCRETE DITCH REPAIR		95.0		\$ 26.64	\$ 2,530.80		\$ -	\$ -	\$ -		\$ 2,530.80
80	CLASS "B" CONCRETE, MINOR STRUCTURES		10.0		\$ 1,816.20	\$ 18,162.00	4.17	\$ 7,573.55	\$ -	\$ 7,573.55	42%	\$ 10,588.45
81	REINFORCING STEEL		470.0		\$ 4.18	\$ 1,964.60	153.00	\$ 639.54	\$ -	\$ 639.54	33%	\$ 1,325.06
82	INLET GRATINGS		765.0		\$ 6.87	\$ 5,255.55	127.00	\$ 872.49	\$ -	\$ 872.49	17%	\$ 4,383.06
83	INLET CASTINGS		79.0		\$ 6.20	\$ 489.80		\$ -	\$ -	\$ -		\$ 489.80
84	12" CORRUGATED HDPE PIPE (DUAL WALL)		64.0		\$ 25.55	\$ 1,635.20	337.00	\$ 8,610.35	\$ -	\$ 8,610.35	527%	\$ (6,975.15)
85	15" CORRUGATED HDPE PIPE (DUAL WALL)		20.0		\$ 40.48	\$ 809.60		\$ -	\$ -	\$ -		\$ 809.60
86	12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)		32.0		\$ 30.83	\$ 986.56		\$ -	\$ -	\$ -		\$ 986.56
87	15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)		370.0		\$ 27.86	\$ 10,308.20	136.00	\$ 3,788.96	\$ -	\$ 3,788.96	37%	\$ 6,519.24
88	18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)		210.0		\$ 32.66	\$ 6,858.60	139.00	\$ 4,539.74	\$ -	\$ 4,539.74	66%	\$ 2,318.86
89	18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC)		76.0		\$ 50.08	\$ 3,806.08	88.00	\$ 4,407.04	\$ -	\$ 4,407.04	116%	\$ (600.96)
90	REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)		750.0		\$ 2.42	\$ 1,815.00	563.00	\$ 1,362.46	\$ -	\$ 1,362.46	75%	\$ 452.54
	TOTALS					\$ 3,208,261.37		\$ 2,098,335.53	\$ 109,552.54	\$ 2,207,888.07		\$ 1,000,373.30

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Contractor's Application

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Monthly Totals

		1	2	3	4	5	6	7	8	9	10	11	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
	CAMP STREET AREA SEWER PIPE ITEMS												
1	8" SDR-26 PVC SEWER PIPE (0-6')			228.29	97.14	289	438	341	74.89		49	-15.14	1502.18
2	8" SDR-26 PVC SEWER PIPE (6'-8')			894.76	649.87	1073	103	203	364.11	50.55	1332	-51.8	4618.49
3	8" SDR-26 PVC SEWER PIPE (8'-10')		651	832.1	660.18	203	96	88	152	119.52	45	183.75	3030.55
4	8" SDR-26 PVC SEWER PIPE (10'-12')		178	269.85	108.68		152	3		35.93		-108.68	638.78
5	8" SDR-26 PVC SEWER PIPE (12'-14')				34.99							-34.99	
6	10" SDR-26 PVC SEWER PIPE (0-6')												
7	10" SDR-26 PVC SEWER PIPE (6'-8')	5.36	94.64								128		228
8	10" SDR-26 PVC SEWER PIPE (8'-10')	147.29	75										222.29
9	10" SDR-26 PVC SEWER PIPE (10'-12')	207.35	36.36										243.71
10	10" SDR-26 PVC SEWER PIPE (12'-14')												
11	10" SDR-26 PVC SEWER PIPE (14'-16')												
12	8" DUCTILE IRON SEWER PIPE (0-6')			18				181	36	146		19	400
13	8" DUCTILE IRON SEWER PIPE (6'-8')												
14	10" DUCTILE IRON SEWER PIPE (0-6')												
15	10" DUCTILE IRON SEWER PIPE (6'-8')												
16	REMOVAL OF EXISTING SEWER LINE	360	1035	1809	768	1565	789	816	591	352	913	724	9722
17	ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)												
18	TRACER WIRE SYSTEM FOR SEWER	420	1146	2647	2145.86	1908	1089	1008	783	404	2018	1010	14578.86
	SEWER MANHOLE ITEMS												
19	48" PRECAST CONCRETE SEWER MANHOLE (0-6)			1	1	2	1	3	2		2	1	13
20	48" PRECAST CONCRETE SEWER MANHOLE (6-8)			5	1	5	1			1	7	1	21
21	48" PRECAST CONCRETE SEWER MANHOLE (8-10)		2	2	2		1					1	8
22	48" PRECAST CONCRETE SEWER MANHOLE (10-12)		1										1

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	10	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
23	48" PRECAST CONCRETE SEWER MANHOLE (12-14)												
24	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)							1					1
25	60" PRECAST CONCRETE SEWER MANHOLE (0-6)												
26	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	1											1
27	60" PRECAST CONCRETE SEWER MANHOLE (8-10)											1	1
28	60" PRECAST CONCRETE SEWER MANHOLE (10-12)		1										1
29	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)												
30	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (DOGHOUSE)												
31	DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)		5	8	4	3	1	3	1	1	4	5	35
32	ABANDONMENT OF EXISTING MANHOLE												
33	DROP MANHOLE ASSEMBLY (ALL DEPTHS)												
	SEWER SERVICE ITEMS												
34	4" SANITARY SEWER SERVICE CLEANOUT	3	4	23	31	22	15	13	14	4	20	14	163
35	4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	2	1	110	52						126		291
36	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	60	185	422	543	343	300	192	192	52	338	356	2983
37	8"x8"x6" PVC SERVICE TEE		7	23	30	21	15	11	13	3	19	16	158
38	10"x10"x6" PVC SERVICE TEE	5	2								1		8
39	8"x8"x6" DUCTILE IRON SERVICE TEE							2		1			3
	WATER PIPE ITEMS												
40	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN CUT)												
41	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)			431				743	2879	1482	1143	60	6738
42	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)			1328	80		1616	835		31	431	537	4858
43	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)										1040		1040
44	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)												
45	TRACER WIRE SYSTEM FOR WATER			1779			1636	1800	3223.5	1644	2726	668	13476.5

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	10	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
	WATER CONNECTION ITEMS												
46	CUT AND CAP EXISTING WATER LINE IN PLACE												
47	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-REDUCER AND COUPLING)												
48	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COUPLING)												
49	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FITTINGS)							2					2
50	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)								1		2	2	5
51	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)												
52	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER FITTINGS)								1				1
53	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)						7						7
54	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)							1					1
55	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VALVE ASSEMBLY)						2						2
56	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)												
57	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER FITTINGS)			3				1		1	1		6
58	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTINGS)			1			1				1		3
	WATER VALVE ITEMS												
59	6" GATE VALVE			3			7	3	3	3	3		22
60	8" GATE VALVE			8			7	2		2	2		21
	WATER FIRE PROTECTION ITEMS												
61	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & OTHER FITTINGS)			2			2	3	4	2	3	1	17
62	REMOVAL OF EXISTING FIRE HYDRANT												
	WATER SERVICE ITEMS												
63	SERVICE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC.)						1	16	22	9	6	6	60
64	SERVICE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)								6	2	3		11
65	SERVICE TUBING (OPEN CUT) (3/4")							192	252.5	85	55	61	645.5
66	SERVICE TUBING (OPEN CUT) (1")								52	26	27		105

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	10	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
67	SERVICE TUBING (BORED) (3/4")						10						10
68	SERVICE TUBING (BORED) (1")												
69	WATER SERVICE METER (3/4")												
70	WATER SERVICE METER (1")												
	MISCELLANEOUS CONSTRUCTION ITEMS												
71	CRUSHED AGGREGATE (SIZE 825)	68.35	583.34	631.67	373.08	399.2	784.08	673.23	431.96	647	699.38	555.21	5846.5
72	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	688	2108	2977	1514	1886	1840	780	928	414	2913	1204	17252
73	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)					8						314.8	322.8
74	HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)								20.1				20.1
75	9.5 MM HOT MIX ASPHALT												
76	19 MM HOT MIX ASPHALT												
77	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)					16						49.6	65.6
78	CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)					5						152	157
79	CONCRETE DITCH REPAIR												
80	CLASS "B" CONCRETE, MINOR STRUCTURES								1.71	0.88	1.58		4.17
81	REINFORCING STEEL								111	42			153
82	INLET GRATINGS									127			127
83	INLET CASTINGS												
84	12" CORRUGATED HDPE PIPE (DUAL WALL)								20	125	56	136	337
85	15" CORRUGATED HDPE PIPE (DUAL WALL)												
86	12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)												
87	15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)					24	32			32	48		136
88	18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)								19	120			139
89	18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC GASKETS)										88		88
90	REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)					24	32		19	128	224	136	563

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
91	REMOVAL OF EXISTING CORRUGATED HDPE PIPE (ALL SIZES AND DEPTHS) AND RESET								20	149			169
92	REMOVE, SALVAGE, AND RESET EXISTING WOOD FENCE								20				20
93	REMOVE, SALVAGE, AND RESET EXISTING NET WIRE FENCE												
94	REMOVE, SALVAGE, AND RESET EXISTING CHAIN LINK FENCE												
95	6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE												
96	LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING (6" EQUIVALENT)												
97	SOLID SOD (INCL SOD, TOP SOIL, FERTILIZER, WATERING, ETC.)												
98	LANDSCAPE RESTORATION (INCL TOP SOIL, PLANTS, MULCH, WATERING, ETC.)												
99	CLEARING AND GRUBBING			0.32	0.1	0.1	0.1	0.1	0.1	0.1			0.92
100	TEMPORARY EROSION CONTROL			0.2	0.1	0.1	0.1	0.1	0.1	0.1	0.1		0.9
101	MAINTENANCE OF TRAFFIC	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1			0.9
102	MOBILIZATION	0.5			0.5								1
CO1	8" DR 17 POLY BORE											663	663
CO1	12" SDR 26 PVC SEWER PIPE 8-10											14	14
CO1	48" PRECAST DOGHOUSE MANHOLE 8-10												
CO1	RCP CLASS III 24"												

Stored Material Summary

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8				Application Number:		11					
Application Period:		6/1/2018		TO 6/30/2019		Application Date:		12-Jul-19					
A	B	C			D		E		F	G			
Pay Item No.	Unit Price	Materials Description			Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$ (D + E - F))		
					Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)			
		CAMP STREET AREA SEWER PIPE ITEMS											
		1	\$ 4.48	8" SDR-26 PVC SEWER PIPE (0-6')			-	\$ -	2,109	\$ 9,448.32	1,502	\$ 6,729.77	\$ 2,718.55
		2	\$ 4.48	8" SDR-26 PVC SEWER PIPE (6'-8')			-	\$ -	5,576	\$ 24,980.48	4,618	\$ 20,690.84	\$ 4,289.64
		3	\$ 4.48	8" SDR-26 PVC SEWER PIPE (8'-10')			-	\$ -	2,961	\$ 13,265.28	3,031	\$ 13,576.86	\$ -
		4	\$ 4.48	8" SDR-26 PVC SEWER PIPE (10'-12')			-	\$ -	863	\$ 3,866.24	639	\$ 2,861.73	\$ 1,004.51
		5	\$ 4.48	8" SDR-26 PVC SEWER PIPE (12'-14')			-	\$ -	249	\$ 1,115.52		\$ -	\$ 1,115.52
		6	\$ 7.04	10" SDR-26 PVC SEWER PIPE (0-6')			-	\$ -	25	\$ 176.00		\$ -	\$ 176.00
		7	\$ 7.04	10" SDR-26 PVC SEWER PIPE (6'-8')			-	\$ -	351	\$ 2,471.04	228	\$ 1,605.12	\$ 865.92
		8	\$ 7.04	10" SDR-26 PVC SEWER PIPE (8'-10')			-	\$ -	325	\$ 2,288.00	222	\$ 1,564.92	\$ 723.08
		9	\$ 7.04	10" SDR-26 PVC SEWER PIPE (10'-12')			-	\$ -	239	\$ 1,682.56	244	\$ 1,715.72	\$ -
		10	\$ 7.04	10" SDR-26 PVC SEWER PIPE (12'-14')			-	\$ -	130	\$ 915.20		\$ -	\$ 915.20
		11	\$ 7.04	10" SDR-26 PVC SEWER PIPE (14'-16')			-	\$ -	8	\$ 56.32		\$ -	\$ 56.32
		12	\$ 28.12	8" DUCTILE IRON SEWER PIPE (0-6')			-	\$ -	384	\$ 10,798.08	400	\$ 11,248.00	\$ -
		13	\$ 28.12	8" DUCTILE IRON SEWER PIPE (6'-8')			-	\$ -	20	\$ 562.40		\$ -	\$ 562.40
		14	\$ 38.12	10" DUCTILE IRON SEWER PIPE (0-6')			-	\$ -	25	\$ 953.00		\$ -	\$ 953.00
		15	\$ 38.12	10" DUCTILE IRON SEWER PIPE (6'-8')			-	\$ -	30	\$ 1,143.60		\$ -	\$ 1,143.60
		16		REMOVAL OF EXISTING SEWER LINE			-	\$ -		\$ -	9,722	\$ -	\$ -
		17		ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)			-	\$ -		\$ -		\$ -	\$ -
		18	\$ 1.14	TRACER WIRE SYSTEM FOR SEWER			-	\$ -	19,153	\$ 21,834.42	14,579	\$ 16,619.90	\$ 5,214.52
				SEWER MANHOLE ITEMS									
				19	\$ 876.99	48" PRECAST CONCRETE SEWER MANHOLE (0-6)			-	\$ -	6	\$ 5,261.94	13
20	\$ 1,018.02			48" PRECAST CONCRETE SEWER MANHOLE (6-8)			-	\$ -	32	\$ 32,576.64	21	\$ 21,378.42	\$ 11,198.22
21	\$ 1,191.00			48" PRECAST CONCRETE SEWER MANHOLE (8-10)			-	\$ -	8	\$ 9,528.00	8	\$ 9,528.00	\$ -
22	\$ 1,346.00			48" PRECAST CONCRETE SEWER MANHOLE (10-12)			-	\$ -	1	\$ 1,346.00	1	\$ 1,346.00	\$ -
		TOTALS				\$ -		\$ 144,269.04		\$ 120,266.15	\$30,936.48		
		10/2/2018											

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Stored Material Summary

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8				Application Number:		11		
Application Period:				6/1/2018 TO 6/30/2019		Application Date: 12-Jul-19				
A	B	C		D		E		F		G
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$ (D + E - F))	
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)		
		Subtotal From Previous Page				144269.04		120266.1504	30936.482	
23	\$ 1,412.67	48" PRECAST CONCRETE SEWER MANHOLE (12-14)	-	\$ -	3	\$ 4,238.01		\$ -	\$ 4,238.01	
24	\$ 929.33	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)	-	\$ -	3	\$ 2,787.99	1.00	\$ 929.33	\$ 1,858.66	
25	\$ 1,552.52	60" PRECAST CONCRETE SEWER MANHOLE (0-6)	-	\$ -	1	\$ 1,552.52		\$ -	\$ 1,552.52	
26	\$ 1,550.00	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	-	\$ -	1	\$ 1,550.00	1.00	\$ 1,550.00	\$ -	
27	\$ 1,850.00	60" PRECAST CONCRETE SEWER MANHOLE (8-10)	-	\$ -	1	\$ 1,850.00	1.00	\$ 1,850.00	\$ -	
28	\$ 2,156.00	60" PRECAST CONCRETE SEWER MANHOLE (10-12)	-	\$ -	1	\$ 2,156.00	1.00	\$ 2,156.00	\$ -	
29	\$ 575.00	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)	-	\$ -	2	\$ 1,150.00		\$ -	\$ 1,150.00	
30	\$ 2,665.00	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (DOGHOUSE)	-	\$ -	1	\$ 2,665.00		\$ -	\$ 2,665.00	
31		DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)	-	\$ -		\$ -	35.00	\$ -	\$ -	
32		ABANDONMENT OF EXISTING MANHOLE	-	\$ -		\$ -		\$ -	\$ -	
33	\$ 649.28	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	-	\$ -	1	\$ 649.28		\$ -	\$ 649.28	
SEWER SERVICE ITEMS										
34	\$ 170.25	4" SANITARY SEWER SERVICE CLEANOUT	-	\$ -	220	\$ 37,455.00	163.00	\$ 27,750.75	\$ 9,704.25	
35		4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	-	\$ -		\$ -	291.00	\$ -	\$ -	
36	\$ 2.34	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	-	\$ -	3,792	\$ 8,873.28	2,983.00	\$ 6,980.22	\$ 1,893.06	
37	\$ 58.40	8"x8"x6" PVC SERVICE TEE	-	\$ -	203	\$ 11,855.20	158.00	\$ 9,227.20	\$ 2,628.00	
38	\$ 220.22	10"x10"x6" PVC SERVICE TEE	-	\$ -	20	\$ 4,404.40	8.00	\$ 1,761.76	\$ 2,642.64	
39	\$ 480.00	8"x8"x6" DUCTILE IRON SERVICE TEE	-	\$ -	5	\$ 2,400.00	3.00	\$ 1,440.00	\$ 960.00	
WATER PIPE ITEMS										
40	\$ 1.06	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN CUT)	-	\$ -	40	\$ 42.40		\$ -	\$ 42.40	
41	\$ 16.58	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	-	\$ -	5,344	\$ 88,603.52	6,738.00	\$ 111,716.04	\$ -	
42	\$ 17.23	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	-	\$ -	4,680	\$ 80,636.40	4,858.00	\$ 83,703.34	\$ -	
43	\$ 18.51	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)	-	\$ -	500	\$ 9,255.00	1,040.00	\$ 19,250.40	\$ -	
44	\$ 25.77	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)	-	\$ -	360	\$ 9,277.20		\$ -	\$ 9,277.20	
45	\$ 1.00	TRACER WIRE SYSTEM FOR WATER	-	\$ -	22,864	\$ 22,864.00	13,476.50	\$ 13,476.50	\$ 9,387.50	
		TOTALS		\$ -		\$ 438,534.24		\$ 402,057.69	\$ 79,585.00	

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Stored Material Summary

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8				Application Number:		11				
Application Period:		6/1/2018		TO		6/30/2019		Application Date:		12-Jul-19		
A	B	C				D		E		F		G
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$ (D + E - F))			
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)				
		Subtotal From Previous Page				438534.24		402057.6904		79585.002		
		WATER CONNECTION ITEMS										
46	\$ 116.50	CUT AND CAP EXISTING WATER LINE IN PLACE	-	\$ -	6	\$ 699.00		\$ -	\$ 699.00			
47	\$ 222.00	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-REDUCER AND COUPLING)	-	\$ -	1	\$ 222.00		\$ -	\$ 222.00			
48	\$ 239.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COUPLING)	-	\$ -	2	\$ 478.00		\$ -	\$ 478.00			
49	\$ 654.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FITTINGS)	-	\$ -	3	\$ 1,962.00	2.00	\$ 1,308.00	\$ 654.00			
50	\$ 1,344.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	8	\$ 10,752.00	5.00	\$ 6,720.00	\$ 4,032.00			
51	\$ 2,959.00	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	2	\$ 5,918.00		\$ -	\$ 5,918.00			
52	\$ 654.00	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER FITTINGS)	-	\$ -	1	\$ 654.00	1.00	\$ 654.00	\$ -			
53	\$ 916.00	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)	-	\$ -	11	\$ 10,076.00	7.00	\$ 6,412.00	\$ 3,664.00			
54	\$ 2,006.00	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	1	\$ 2,006.00		\$ -	\$ 2,006.00			
55	\$ 2,532.00	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	1	\$ 2,532.00	1.00	\$ 2,532.00	\$ -			
56	\$ 3,782.90	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	3	\$ 11,348.70	2.00	\$ 7,565.80	\$ 3,782.90			
57	\$ 355.00	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER FITTINGS)	-	\$ -	5	\$ 1,775.00	6.00	\$ 2,130.00	\$ -			
58	\$ 550.00	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTINGS)	-	\$ -	3	\$ 1,650.00	3.00	\$ 1,650.00	\$ -			
		WATER VALVE ITEMS										
59	\$ 569.00	6" GATE VALVE	-	\$ -	27	\$ 15,363.00	22.00	\$ 12,518.00	\$ 2,845.00			
60	\$ 810.00	8" GATE VALVE	-	\$ -	22	\$ 17,820.00	21.00	\$ 17,010.00	\$ 810.00			
		WATER FIRE PROTECTION ITEMS										
61	\$ 1,237.08	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & OT	-	\$ -	16	\$ 19,793.28	17.00	\$ 21,030.36	\$ -			
62		REMOVAL OF EXISTING FIRE HYDRANT	-	\$ -		\$ -		\$ -	\$ -			
		WATER SERVICE ITEMS										
63	\$ 70.50	SERIVCE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	-	\$ -	110	\$ 7,755.00	60.00	\$ 4,230.00	\$ 3,525.00			
64	\$ 73.98	SERIVCE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	-	\$ -	29	\$ 2,145.42	11.00	\$ 813.78	\$ 1,331.64			
65		SERVICE TUBING (OPEN CUT) (3/4")	-	\$ -		\$ -	645.50	\$ -	\$ -			
66		SERVICE TUBING (OPEN CUT) (1")	-	\$ -		\$ -	105.00	\$ -	\$ -			
		TOTALS		\$ -		\$ 551,483.64		\$ 486,631.63	\$ 109,552.54			

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Stored Material Summary

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8			Application Number:		11		
Application Period:		6/1/2018 TO 6/30/2019			Application Date:		12-Jul-19		
A	B	C	D		E		F		G
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$ (D + E - F))
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
		Subtotal From Previous Page				551483.64		486631.6304	109552.542
67		SERVICE TUBING (BORED) (3/4")	-	\$ -		\$ -	10.00	\$ -	\$ -
68		SERVICE TUBING (BORED) (1")	-	\$ -		\$ -		\$ -	\$ -
69		WATER SERVICE METER (3/4")	-	\$ -		\$ -		\$ -	\$ -
70		WATER SERVICE METER (1")	-	\$ -		\$ -		\$ -	\$ -
		MISCELLANEOUS CONSTRUCTION ITEMS							
71		CRUSHED AGGREGATE (SIZE 825)	-	\$ -		\$ -	5,846.50	\$ -	\$ -
72		SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	-	\$ -		\$ -	17,252.00	\$ -	\$ -
73		CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	-	\$ -		\$ -	322.80	\$ -	\$ -
74		HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)	-	\$ -		\$ -	20.10	\$ -	\$ -
75		9.5 MM HOT MIX ASPHALT	-	\$ -		\$ -		\$ -	\$ -
76		19 MM HOT MIX ASPHALT	-	\$ -		\$ -		\$ -	\$ -
77		CONCRETE SIDEWALK REPAIR (ALL DEPTHS)	-	\$ -		\$ -	65.60	\$ -	\$ -
78		CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)	-	\$ -		\$ -	157.00	\$ -	\$ -
79		CONCRETE DITCH REPAIR	-	\$ -		\$ -		\$ -	\$ -
80		CLASS "B" CONCRETE, MINOR STRUCTURES	-	\$ -		\$ -	4.17	\$ -	\$ -
81		REINFORCING STEEL	-	\$ -		\$ -	153.00	\$ -	\$ -
82		INLET GRATINGS	-	\$ -		\$ -	127.00	\$ -	\$ -
83		INLET CASTINGS	-	\$ -		\$ -		\$ -	\$ -
84		12" CORRUGATED HDPE PIPE (DUAL WALL)	-	\$ -		\$ -	337.00	\$ -	\$ -
85		15" CORRUGATED HDPE PIPE (DUAL WALL)	-	\$ -		\$ -		\$ -	\$ -
86		12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	\$ -		\$ -		\$ -	\$ -
87		15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	\$ -		\$ -	136.00	\$ -	\$ -
88		18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	\$ -		\$ -	139.00	\$ -	\$ -
89		18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC GASKETS)	-	\$ -		\$ -	88.00	\$ -	\$ -
90		REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)	-	\$ -		\$ -	563.00	\$ -	\$ -
		TOTALS		\$ -		\$ 551,483.64		\$ 486,631.63	\$ 109,552.54

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Stored Material Summary

Contractor's Application

[illegible]

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.



Engineering Progress

July 24, 2019

City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403-1898

Attn: Lamar Rutland, P.E.

**RE: Comprehensive Water Improvements – Phase V
City of Hattiesburg**

Dear Mr. Rutland:

This is to certify the above referenced project has been completed in accordance with the previously approved plans and specifications.

Enclosed are the following documents:

1. The final estimate no. 6 for the contractor in the amount of \$136,483.68
2. Contractor's Affidavit of Release of Liens
3. Contractor's Affidavit of Payment of Debts
4. Consent of Surety to final Payment
5. Warranty Letters
6. Substantial Completion Letter

Please do not hesitate to contact me should you have questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kyle D. Wallace', is written over the word 'Sincerely,'.

Kyle D. Wallace, P.E.
Project Engineer

/mt

Enclosures

RECEIVED
7/24/19

FINAL

Contractor's Final Application For Payment No. 6

		Application Period: Beginning: 5/26/2018 Ending: 1/30/2019	Application Date: 16-Jul-19
To (Owner): THE CITY OF HATTIESBURG		From (Contractor): C.B. DEVELOPERS, INC.	Via (Engineer): SHOWS, DEARMAN & WAITS, INC.
Project: COMPREHENSIVE WATER IMPROVEMENTS PHASE 5		Contract:	
Owner's Contract No.: Not Applicable		Contractor's Project No.:	Engineer's Project No.:

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS	\$ -	\$ -
NET CHANGE BY CHANGE ORDERS	\$	-

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 7/16/2019

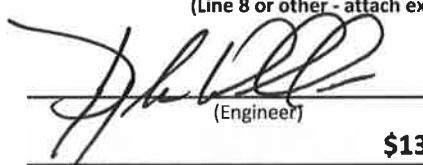
1. ORIGINAL CONTRACT PRICE	\$ 1,143,728.04
2. Net change by Change Orders	\$ -
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	\$ 1,143,728.04
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	\$ 1,080,707.80
5. RETAINAGE:	
a. 5.0 % x Work Completed	\$ -
b. 5.0% x Stored Material	\$ -
c. Total Retainage (line 5a + line 5b)	\$ -
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 1,080,707.80
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 944,224.12
8. AMOUNT DUE THIS APPLICATION FINAL	\$ 136,483.68
9. BALANCE TO FINISH, PLUS RETAINAGE	
(Column G on Progress Estimate + Line 5 above)	\$ 205,637.38 KW

Payment of:

\$136,483.68

(Line 8 or other - attach explanation of other amount)

Is recommended by:


(Engineer)

7/22/19
(Date)

Payment of:

\$136,483.68

(Line 8 or other - attach explanation of other amount)

Is approved by:

(Owner)

(Date)

Is approved by:

(Owner)

(Date)

Approved by:

(Funding Agency, if applicable)

(Date)

Progress Estimate

Contractor's Application

For (contract): COMPREHENSIVE WATER IMPROVEMENTS PHASE 5				Application Number: 6						
Application Period: 5/26/2018 TO 1/30/2019				Application Date: 16-Jul-19						
	A	Bid Quantity	Unit Price	B	C	D	E	F		G
Pay Item	Item Description			Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	Site 1-US 49 N & Blackwell Blvd									
	WATER PIPE ITEMS									
1	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	1240.0	\$ 21.61	\$ 26,796.40	1,240	\$ 26,796.40	\$0.00	\$ 26,796.40	100%	\$ -
2	8" CLASS 350 DUCTILE IRON WATER PIPE (BORED)(NO CASING)	160.0	\$ 43.45	\$ 6,952.00	260	\$ 11,297.00	\$0.00	\$ 11,297.00	163%	\$ (4,345.00)
3	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	4390.0	\$ 31.38	\$ 137,758.20	4,010	\$ 125,833.80	\$0.00	\$ 125,833.80	91%	\$ 11,924.40
4	12" CLASS 350 DUCTILE IRON WATER PIPE (BORED)(NO CASING)	380.0	\$ 67.39	\$ 25,608.20	460	\$ 30,999.40	\$0.00	\$ 30,999.40	121%	\$ (5,391.20)
5	16" HDPE (DR9)(OPEN CUT)(INCL. ADAPTER FITTINGS)	60.0	\$ 113.22	\$ 6,793.20	-	\$ -	\$0.00	\$ -	0%	\$ 6,793.20
6	16" HDPE (DR9)(BORED)(NO CASING)(INCL. ADAPTER FITTING)	860.0	\$ 124.87	\$ 107,388.20	-	\$ -	\$0.00	\$ -	0%	\$ 107,388.20
6a	22" HDPE (DR13.5) CASING (BORED)	260.0	\$ 148.77	\$ 38,680.20	-	\$ -	\$0.00	\$ -	0%	\$ 38,680.20
7	24" STEEL CASING, 0.375"WT (OPEN CUT)	40.0	\$ 85.80	\$ 3,432.00	40	\$ 3,432.00	\$0.00	\$ 3,432.00	100%	\$ -
8	24" STEEL CASING, 0.250"WT (BORED)	400.0	\$ 160.72	\$ 64,288.00	500	\$ 80,360.00	\$0.00	\$ 80,360.00	125%	\$ (16,072.00)
9	10" HDPE (DR9)(BORED)(NO CASING)(INCL. ADAPTER FITTING)	180.0	\$ 63.10	\$ 11,358.00	180	\$ 11,358.00	\$0.00	\$ 11,358.00	100%	\$ -
	CONNECTION ITEMS									
10	CONNECTION: PROPOSED 12" WATER LINE TO EXISTING 12" WATER LINE	2.0	\$ 1,381.44	\$ 2,762.88	2	\$ 2,762.88	\$0.00	\$ 2,762.88	100%	\$ -
11	CONNECTION: PROPOSED 8" DUCTILE IRON WATER LINE TO EXISTING 8" DUCTILE IRON WATER LINE	1.0	\$ 2,915.08	\$ 2,915.08	1	\$ 2,915.08	\$0.00	\$ 2,915.08	100%	\$ -
12	CONNECTION: PROPOSED 8" WATER LINE TO PROPOSED 8" WATER LINE	1.0	\$ 1,416.56	\$ 1,416.56	1	\$ 1,416.56	\$0.00	\$ 1,416.56	100%	\$ -
	VALVE AND HYDRANT ITEMS									
13	8" GATE VALVE	6.0	\$ 1,204.39	\$ 7,226.34	5	\$ 6,021.95	\$0.00	\$ 6,021.95	83%	\$ 1,204.39
14	12" GATE VALVE	4.0	\$ 2,119.85	\$ 8,479.40	3	\$ 6,359.55	\$0.00	\$ 6,359.55	75%	\$ 2,119.85
15	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE)	10.0	\$ 3,907.84	\$ 39,078.40	11	\$ 42,986.24	\$0.00	\$ 42,986.24	110%	\$ (3,907.84)
	MISCELLANEOUS CONSTRUCTION ITEMS									
16	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	15.0	\$ 58.54	\$ 878.10	-	\$ -	\$0.00	\$ -	0%	\$ 878.10
17	LOOSE RIP RAP, SIZE 100	20.0	\$ 60.88	\$ 1,217.60	-	\$ -	\$0.00	\$ -	0%	\$ 1,217.60
18	TEMPORARY EROSION CONTROL	1.0	\$ 585.36	\$ 585.36	1	\$ 585.36	\$0.00	\$ 585.36	100%	\$ -
19	GRASSING	1.0	\$ 3,512.14	\$ 3,512.14	1	\$ 3,512.14	\$0.00	\$ 3,512.14	100%	\$ -
	TOTALS			\$ 497,126.26		\$ 356,636.36	\$0.00	\$ 356,636.36		\$ 140,489.90

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract):				COMPREHENSIVE WATER IMPROVEMENTS PHASE 5				Application Number: 6			
Application Period:				5/26/2018 TO 1/30/2019				Application Date: 16-Jul-19			
	A	Bid	Quantity	Unit Price	B	C	D	E	F	G	
Pay Item	Item Description				Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	Subtotal from Previous Page				\$ 497,126.26		\$ 356,636.36	\$0.00	\$ 356,636.36		\$ 140,489.90
20	MOBILIZATION	1.0	\$ 11,707.13	\$ 11,707.13	\$ 11,707.13	1	\$ 11,707.13	\$ -	\$ 11,707.13	100%	\$ -
21	MANITENANCE OF TRAFFIC	1.0	\$ 9,951.06	\$ 9,951.06	\$ 9,951.06	1	\$ 9,951.06	\$ -	\$ 9,951.06	100%	\$ -
	SITE 8~10-COMMERCE DRIVE, I-59, AND THORNHILL DRIVE							\$ -			
	WATER PIPE ITEMS							\$ -			
1	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	60.0	\$ 21.59	\$ 1,295.40	\$ 1,295.40	-	\$ -	\$ -	\$ -	0%	\$ 1,295.40
2	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	50.0	\$ 22.37	\$ 1,118.50	\$ 1,118.50	35	\$ 782.95	\$ -	\$ 782.95	70%	\$ 335.55
3	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	2990.0	\$ 33.75	\$ 100,912.50	\$ 100,912.50	2,565	\$ 86,568.75	\$ -	\$ 86,568.75	86%	\$ 14,343.75
4	16" HDPE (DR9)(OPEN CUT)(INCL. ADAPTER FITTINGS)	380.0	\$ 75.79	\$ 28,800.20	\$ 28,800.20	340	\$ 25,768.60	\$ -	\$ 25,768.60	89%	\$ 3,031.60
5	24" STEEL CASING, 0.250"WT (BORED)	340.0	\$ 160.38	\$ 54,529.20	\$ 54,529.20	340	\$ 54,529.20	\$ -	\$ 54,529.20	100%	\$ -
	CONNECTION ITEMS							\$ -			
6	CONNECTION: PROPOSED 12" WATER LINE TO EXISTING 12" W	2.0	\$ 3,459.46	\$ 6,918.92	\$ 6,918.92	1	\$ 3,459.46	\$ -	\$ 3,459.46	50%	\$ 3,459.46
7	CONNECTION: PROPOSED 12" WATER LINE TO PROPOSED 6"	1.0	\$ 1,459.88	\$ 1,459.88	\$ 1,459.88	1	\$ 1,459.88	\$ -	\$ 1,459.88	100%	\$ -
8	CONNECTION: PROPOSED 6" WATER LINE TO EXISTING 6" W	1.0	\$ 3,768.53	\$ 3,768.53	\$ 3,768.53	-	\$ -	\$ -	\$ -	0%	\$ 3,768.53
9	CONNECTION: PROPOSED 12" WATER LINE TO PROPOSED 8"	1.0	\$ 1,503.20	\$ 1,503.20	\$ 1,503.20	1	\$ 1,503.20	\$ -	\$ 1,503.20	100%	\$ -
10	CONNECTION: PROPOSED 8" WATER LINE TO EXISTING 8" W	1.0	\$ 4,179.45	\$ 4,179.45	\$ 4,179.45	2	\$ 8,358.90	\$ -	\$ 8,358.90	200%	\$ (4,179.45)
11	CONNECTION: PROPOSED 12" WATER LINE TO EXISTING 8" W	1.0	\$ 3,378.68	\$ 3,378.68	\$ 3,378.68	-	\$ -	\$ -	\$ -	0%	\$ 3,378.68
	VALVE AND HYDRANT ITEMS							\$ -			
12	12" GATE VALVE	4.0	\$ 2,120.16	\$ 8,480.64	\$ 8,480.64	3	\$ 6,360.48	\$ -	\$ 6,360.48	75%	\$ 2,120.16
13	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE	6.0	\$ 3,896.88	\$ 23,381.28	\$ 23,381.28	3	\$ 11,690.64	\$ -	\$ 11,690.64	50%	\$ 11,690.64
	MISCELLANEOUS CONSTRUCTION ITEMS							\$ -			
14	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)	54.0	\$ 101.85	\$ 5,499.90	\$ 5,499.90	-	\$ -	\$ -	\$ -	0%	\$ 5,499.90
15	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	85.0	\$ 58.54	\$ 4,975.90	\$ 4,975.90	210	\$ 12,293.40	\$ -	\$ 12,293.40	247%	\$ (7,317.50)
16	CONCRETE CURB & GUTTER REPAIR (ALL TYPES)	125.0	\$ 40.97	\$ 5,121.25	\$ 5,121.25	11	\$ 450.67	\$ -	\$ 450.67	9%	\$ 4,670.58
17	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)	5.0	\$ 40.97	\$ 204.85	\$ 204.85	6.67	\$ 273.27	\$ -	\$ 273.27	133%	\$ (68.42)
18	TEMPORARY EROSION CONTROL	1.0	\$ 585.36	\$ 585.36	\$ 585.36	1	\$ 585.36	\$ -	\$ 585.36	100%	\$ -
	TOTALS				\$ 774,898.09		\$ 592,379.31	\$0.00	\$ 592,379.31		\$ 182,518.78

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Progress Estimate

Contractor's Application

For (contract):				COMPREHENSIVE WATER IMPROVEMENTS PHASE 5				Application Number: 6			
Application Period:				5/26/2018 TO 1/30/2019				Application Date: 16-Jul-19			
	A	Bid	Quantity	Unit Price	B	C	D	E	F		G
Pay Item	Item Description				Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	Subtotal from Previous Page				\$ 774,898.09		\$ 592,379.31	\$0.00	\$ 592,379.31		\$ 182,518.78
19	GRASSING	1.0	\$ 3,512.14	\$ 3,512.14		1	\$ 3,512.14	\$ -	\$ 3,512.14	100%	\$ -
20	MOBILIZATION	1.0	\$ 8,194.99	\$ 8,194.99		1.0	\$ 8,194.99	\$ -	\$ 8,194.99	100%	\$ -
21	MANITENANCE OF TRAFFIC	1.0	\$ 5,853.57	\$ 5,853.57		1	\$ 5,853.57	\$ -	\$ 5,853.57	100%	\$ -
	SITE 11-US HWY 98 @WESTOVER DRIVE										
	WATER PIPE ITEMS										
1	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	80.0	\$ 62.11	\$ 4,968.80		70	\$ 4,347.70	\$ -	\$ 4,347.70	88%	\$ 621.10
2	16" HDPE (DR9)(BORED)(NO CASING)(INCL ADAPTER FITTINGS)	180.0	\$ 126.91	\$ 22,843.80		180	\$ 22,843.80	\$ -	\$ 22,843.80	100%	\$ -
3	24" STEEL CASING, 0.250"WT (BORED)	160.0	\$ 160.59	\$ 25,694.40		140	\$ 22,482.60	\$ -	\$ 22,482.60	88%	\$ 3,211.80
	CONNECTION ITEMS										
4	CONNECTION: PROPOSED 12" WATER LINE TO EXISTING 8" WATER LINE	1.0	\$ 1,654.22	\$ 1,654.22		1	\$ 1,654.22	\$ -	\$ 1,654.22	100%	\$ -
5	CONNECTION: PROPOSED 12" WATER LINE TO EXISTING 12" WATER LINE	1.0	\$ 3,459.46	\$ 3,459.46		1	\$ 3,459.46	\$ -	\$ 3,459.46	100%	\$ -
	VALVE AND HYDRANT ITEMS										
6	12" GATE VALVE	2.0	\$ 2,120.16	\$ 4,240.32		-	\$ -	\$ -	\$ -	0%	\$ 4,240.32
	MISCELLANEOUS CONSTRUCTION ITEMS										
7	TEMPORARY EROSION CONTROL	1.0	\$ 585.36	\$ 585.36		1	\$ 585.36	\$ -	\$ 585.36	100%	\$ -
8	GRASSING	1.0	\$ 585.36	\$ 585.36		1	\$ 585.36	\$ -	\$ 585.36	100%	\$ -
9	MOBILIZATION	1.0	\$ 585.36	\$ 585.36		1	\$ 585.36	\$ -	\$ 585.36	100%	\$ -
10	MANITENANCE OF TRAFFIC	1.0	\$ 585.36	\$ 585.36		1	\$ 585.36	\$ -	\$ 585.36	100%	\$ -
	SITE 12-LINCOLN ROAD AND OAK GROVE ROAD										
	WATER PIPE ITEMS										
1	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	1520.0	\$ 21.14	\$ 32,132.80		1,430	\$ 30,230.20	\$ -	\$ 30,230.20	94%	\$ 1,902.60
2	8" CLASS 350 DUCTILE IRON WATER PIPE (BORED)(NO CASING)	540.0	\$ 43.45	\$ 23,463.00		360	\$ 15,642.00	\$ -	\$ 15,642.00	67%	\$ 7,821.00
3	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	2472.0	\$ 34.88	\$ 86,223.36		1,890	\$ 65,923.20	\$ -	\$ 65,923.20	76%	\$ 20,300.16
4	12" CLASS 350 DUCTILE IRON WATER PIPE (BORED)(NO CASING)	350.0	\$ 67.39	\$ 23,586.50		510	\$ 34,368.90	\$ -	\$ 34,368.90	146%	\$ (10,782.40)
5	10" HDPE (DR9)(BORED)(NO CASING)(INCL. ADAPTER FITTINGS)	240.0	\$ 68.42	\$ 16,420.80		455	\$ 31,131.10	\$ -	\$ 31,131.10	190%	\$ (14,710.30)
	TOTALS				\$ 1,039,487.69		\$ 844,364.63	\$0.00	\$ 844,364.63		\$ 195,123.06

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Progress Estimate

Contractor's Application

For (contract):				COMPREHENSIVE WATER IMPROVEMENTS PHASE 5				Application Number: 6			
Application Period:				5/26/2018 TO 1/30/2019				Application Date: 16-Jul-19			
	A	Bid	Quantity	Unit Price	B	C	D	E	F	G	
Pay Item	Item Description				Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	Subtotal from Previous Page				\$ 1,039,487.69		\$ 844,364.63	\$0.00	\$ 844,364.63		\$ 195,123.06
6	16" HDPE (DR9)(BORED)(NO CASING)(INCL. ADAPTER FITTING	150.0	\$ 159.67	\$ 23,950.50	160	\$ 25,547.20	\$ -	\$ 25,547.20	107%	\$ (1,596.70)	
	CONNECTION ITEMS										
7	CONNECTION: PROPOSED 8" WATER LINE TO PROPOSED 12"	1.0	\$ 1,667.10	\$ 1,667.10	1	\$ 1,667.10	\$ -	\$ 1,667.10	100%	\$ -	
8	CONNECTION: PROPOSED 12" WATER LINE TO EXISTING 12" V	1.0	\$ 2,243.09	\$ 2,243.09	1	\$ 2,243.09	\$ -	\$ 2,243.09	100%	\$ -	
9	CONNECTION: PROPOSED 12" X 12" X 12" (TEE)	1.0	\$ 2,234.89	\$ 2,234.89	1	\$ 2,234.89	\$ -	\$ 2,234.89	100%	\$ -	
	VALVE AND HYDRANT ITEMS										
10	8" GATE VALVE	3.0	\$ 1,204.66	\$ 3,613.98	1	\$ 1,204.66	\$ -	\$ 1,204.66	33%	\$ 2,409.32	
11	12" GATE VALVE	6.0	\$ 2,120.16	\$ 12,720.96	5	\$ 10,600.80	\$ -	\$ 10,600.80	83%	\$ 2,120.16	
12	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE	10.0	\$ 3,790.77	\$ 37,907.70	8	\$ 30,326.16	\$ -	\$ 30,326.16	80%	\$ 7,581.54	
	MISCELLANEOUS CONSTRUCTION ITEMS										
13	TEMPORARY EROSION CONTROL	1.0	\$ 4,682.85	\$ 4,682.85	1	\$ 4,682.85	\$ -	\$ 4,682.85	100%	\$ -	
14	GRASSING	1.0	\$ 3,512.14	\$ 3,512.14	1	\$ 3,512.14	\$ -	\$ 3,512.14	100%	\$ -	
15	MOBILIZATION	1.0	\$ 5,853.57	\$ 5,853.57	1	\$ 5,853.57	\$ -	\$ 5,853.57	100%	\$ -	
16	MANITENANCE OF TRAFFIC	1.0	\$ 5,853.57	\$ 5,853.57	1	\$ 5,853.57	\$ -	\$ 5,853.57	100%	\$ -	
		0.0	\$ -	\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	
22	SITE ONE - 12" DUTILE IRON CARRIER PIPE	40.0	\$ 85.49	\$ 3,419.60	40	\$ 3,419.60	\$ -	\$ 3,419.60	100%	\$ -	
23	SITE ONE - 12" DI WATER PIPE BORED	820.0	\$ 97.14	\$ 79,654.80	820	\$ 79,654.80	\$ -	\$ 79,654.80	100%	\$ -	
22	SITE 8-10 - 6" DUTILE IRON WATER PIPE BORED	60.0	\$ 39.30	\$ 2,358.00	60	\$ 2,358.00	\$ -	\$ 2,358.00	100%	\$ -	
23	SITE 8-10 - 12" DUCTILE IRON WATER PIPE BORED	140.0	\$ 67.39	\$ 9,434.60	140	\$ 9,434.60	\$ -	\$ 9,434.60	100%	\$ -	
24	SITE 8-10 - 8" DUCTILE IRON WATER PIPE BORED	50.0	\$ 43.45	\$ 2,172.50	50	\$ 2,172.50	\$ -	\$ 2,172.50	100%	\$ -	
25	SITE 8-10 - 12" DUCTILE IRON CARRIER PIPE	340.0	\$ 85.49	\$ 29,066.60	340	\$ 29,066.60	\$ -	\$ 29,066.60	100%	\$ -	
26	SITE 8-10 - BLACK VINYL CHAIN LINK FENCE	1008.0	\$ 16.38	\$ 16,511.04	1,008	\$ 16,511.04	\$ -	\$ 16,511.04	100%	\$ -	
	0	0.0	\$ -	\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	
	0	0.0	\$ -	\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	
	0	0.0	\$ -	\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	
	TOTALS			\$ 1,286,345.18		\$ 1,080,707.80	\$0.00	\$ 1,080,707.80		\$ 205,637.38	

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
	Site 1-US 49 N & Blackwell Blvd											
	WATER PIPE ITEMS											
1	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	1240										1240
2	8" CLASS 350 DUCTILE IRON WATER PIPE (BORED)(NO CASING)	260										260
3	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	4870					-860					4010
4	12" CLASS 350 DUCTILE IRON WATER PIPE (BORED)(NO CASING)	460										460
5	16" HDPE (DR9)(OPEN CUT)(INCL. ADAPTER FITTINGS)											0
6	16" HDPE (DR9)(BORED)(NO CASING)(INCL. ADAPTER FITTINGS)											0
6a	22" HDPE (DR13.5) CASING (BORED)											0
7	24" STEEL CASING, 0.375"WT (OPEN CUT)	40										40
8	24" STEEL CASING, 0.250"WT (BORED)	500										500
9	10" HDPE (DR9)(BORED)(NO CASING)(INCL. ADAPTER FITTINGS)	180										180
	CONNECTION ITEMS											
10	CONNECTION: PROPOSED 12" WATER LINE TO EXISTING 12" WATER LINE (STRAIGHT)	2										2
11	CONNECTION: PROPOSED 8" DUCTILE IRON WATER LINE TO PROPOSED 12" HDPE WATER LINE	1										1
12	CONNECTION: PROPOSED 8" WATER LINE TO PROPOSED 8" WATER LINE (TEE)	1										1
	VALVE AND HYDRANT ITEMS											
13	8" GATE VALVE	5										5
14	12" GATE VALVE	3										3
15	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE)	11										11
	MISCELLANEOUS CONSTRUCTION ITEMS											
16	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)											0
17	LOOSE RIP RAP, SIZE 100											0
18	TEMPORARY EROSION CONTROL	1										1
19	GRASSING	0	1									1

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
20	MOBILIZATION	1										1
21	MANITENANCE OF TRAFFIC	1										1
	SITE 8~10-COMMERCE DRIVE, I-59, AND THORNHILL DRIVE											
	WATER PIPE ITEMS											
1	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)		60				-60					0
2	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)		85				-50					35
3	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	1560	1485				-480					2565
4	16" HDPE (DR9)(OPEN CUT)(INCL. ADAPTER FITTINGS)		340									340
5	24" STEEL CASING, 0.250"WT (BORED)		340									340
	CONNECTION ITEMS											
6	CONNECTION: PROPOSED 12" WATER LINE TO EXISTING 12" WATER LINE (HOT TAP)		1									1
7	CONNECTION: PROPOSED 12" WATER LINE TO PROPOSED 6" WATER LINE (TEE)		1									1
8	CONNECTION: PROPOSED 6" WATER LINE TO EXISTING 6" WATER LINE (HOT TAP)											0
9	CONNECTION: PROPOSED 12" WATER LINE TO PROPOSED 8" WATER LINE (TEE)		1									1
10	CONNECTION: PROPOSED 8" WATER LINE TO EXISTING 8" WATER LINE (HOT TAP)		2									2
11	CONNECTION: PROPOSED 12" WATER LINE TO EXISTING 8" WATER LINE (HOT TAP)											0
	VALVE AND HYDRANT ITEMS											
12	12" GATE VALVE		1				2					3
13	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE)	1	2									3
	MISCELLANEOUS CONSTRUCTION ITEMS											
14	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)											0
15	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)					210						210
16	CONCRETE CURB & GUTTER REPAIR (ALL TYPES)					11						11
17	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)					6.67						6.67
18	TEMPORARY EROSION CONTROL				1							1

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
19	GRASSING						1					1
20	MOBILIZATION	0.5	0.5									1
21	MANITENANCE OF TRAFFIC		1									1
	SITE 11-US HWY 98 @WESTOVER DRIVE											
	WATER PIPE ITEMS											
1	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)		70									70
2	16" HDPE (DR9)(BORED)(NO CASING)(INCL ADAPTER FITTINGS)		180									180
3	24" STEEL CASING, 0.250"WT (BORED)		140									140
	CONNECTION ITEMS											
4	CONNECTION: PROPOSED 12" WATER LINE TO EXISTING 8" WATER LINE (STRAIGHT REDUCER)		1									1
5	CONNECTION: PROPOSED 12" WATER LINE TO EXISTING 12" WATER LINE (HOT TAP)		1									1
	VALVE AND HYDRANT ITEMS											
6	12" GATE VALVE											0
	MISCELLANEOUS CONSTRUCTION ITEMS											
7	TEMPORARY EROSION CONTROL				1							1
8	GRASSING						1					1
9	MOBILIZATION		0.5	0.5								1
10	MANITENANCE OF TRAFFIC		0.5	0.5								1
	SITE 12-LINCOLN ROAD AND OAK GROVE ROAD											
	WATER PIPE ITEMS											
1	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)			120	1310							1430
2	8" CLASS 350 DUCTILE IRON WATER PIPE (BORED)(NO CASING)			60	300							360
3	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)		1080	810	0							1890
4	12" CLASS 350 DUCTILE IRON WATER PIPE (BORED)(NO CASING)		240	270								510
5	10" HDPE (DR9)(BORED)(NO CASING)(INCL. ADAPTER FITTINGS)				455							455

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
6	16" HDPE (DR9)(BORED)(NO CASING)(INCL. ADAPTER FITTINGS)			160								160
	CONNECTION ITEMS											
7	CONNECTION: PROPOSED 8" WATER LINE TO PROPOSED 12" WATER LINE (STRAIGHT)			1								1
8	CONNECTION: PROPOSED 12" WATER LINE TO EXISTING 12" WATER LINE (STRAIGHT)		1									1
9	CONNECTION: PROPOSED 12" X 12" X 12" (TEE)			1								1
	VALVE AND HYDRANT ITEMS											
10	8" GATE VALVE				1							1
11	12" GATE VALVE			5								5
12	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & OTHER FITTINGS)		1	4	3							8
	MISCELLANEOUS CONSTRUCTION ITEMS											
13	TEMPORARY EROSION CONTROL				1							1
14	GRASSING						1					1
15	MOBILIZATION		0.5		0.5							1
16	MAINTENANCE OF TRAFFIC		0.5		0.5							1
0		0										0
22	SITE ONE - 12" DUCTILE IRON CARRIER PIPE						40					40
23	SITE ONE - 12" DI WATER PIPE BORED						820					820
22	SITE 8-10 - 6" DUCTILE IRON WATER PIPE BORED						60					60
23	SITE 8-10 - 12" DUCTILE IRON WATER PIPE BORED						140					140
24	SITE 8-10 - 8" DUCTILE IRON WATER PIPE BORED						50					50
25	SITE 8-10 - 12" DUCTILE IRON CARRIER PIPE						340					340
26	SITE 8-10 - BLACK VINYL CHAIN LINK FENCE						1008					1008
0		0										0
0		0										0
0		0										0

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

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Series 2016 Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of August 18, 2016 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Series 2016 Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

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

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 6, 2019

Re: Adopt a Resolution authorizing Disbursement No. 21 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.

File Number: 2019-26
Minute Book #

Summary

Adopt a Resolution authorizing Disbursement No. 21 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.

Recommendation Statement

This is the final reimbursement request for the repair of water leaks being paid through the Equipment Purchase/Lease Agreement with Banc of America. This is part of the Johnson Controls Energy Efficiency Project.

Engineer recommends approval.

Please place this on the August 6, 2019 City Council meeting for consideration.

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. **21** 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. 21 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 CONSERVATION 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. **21** from the Escrow Account under the Lease in the total aggregate amount of \$ **41,142.82** 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. **21** from the Escrow Account under the Lease in the total aggregate amount of **Forty-One Thousand One Hundred Forty-Two and 82/100 Dollars (\$ 41,142.82)** 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. **21** in the total aggregate amount **Forty-One Thousand One Hundred Forty-Two and 82/100 Dollars (\$ 41,142.82)** 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 6th day of **August, 2019**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **6th** day of **August, 2019**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

DISBURSEMENT OF ESCROW FUNDS REQUEST

SCHEDULE 1
to the Escrow and Account Control Agreement

FORM OF DISBURSEMENT REQUEST

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

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

Disbursement Amounts:

Payee’s Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose
City of Hattiesburg Attn:Engineering Department P. O. Box 1898 Hattiesburg, MS 39403-1898	Pay App 21	\$41,142.82	Water Leaks

(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: August 6, 2019

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:

C. J. MORGAN, INC
712 EDGEWOOD DRIVE
HATTIESBURG, MS 39401

✓#1877

Invoice

Customer No.: HBWT2018

Invoice No.: 2019052

Bill To: **CITY OF HATTIESBURG**
P O BOX 1898
HATTIESBURG, MS 39401

Ship To: **WATER LEAKS**
ITEM 20
APRIL 2019

Date		Ship Via	F.O.B.		Terms	
04/30/19			Origin		DUE UPON RECEIPT	
Purchase Order Number		Order Date	Sales Person		Our Order Number	
		04/30/19			02655	
Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				
40.5	40.5		HR	ITEM 20 VACUUM TRUCK	85.00	3442.50

Invoice subtotal 50674.88

Invoice total 50674.88

BoA

ART
5/14/19

Thank You

C. J. MORGAN, INC
712 EDGEWOOD DRIVE
HATTIESBURG, MS 39401

Invoice

Customer No.: HBWT2018

Invoice No.: 2019052

Bill To: **CITY OF HATTIESBURG**
P O BOX 1898
HATTIESBURG, MS 39401

Ship To: **WATER LEAKS**
ITEM 20
APRIL 2019

Date	Ship Via	F.O.B.	Terms
04/30/19		Origin	DUE UPON RECEIPT
Purchase Order Number	Order Date	Sales Person	Our Order Number
	04/30/19		02655

Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				
				ITEM 20 WATER LEAKS : SEE ATTACHED LIST		
4	4	EA	ITEM 20 6" BENDS		390.00	1560.00
9	9	LF	ITEM 20 6" DIP		29.00	261.00
1	1	EA	ITEM 20 6" SADDLE		95.00	95.00
1	1	EA	ITEM 20 1" CORP STOP		80.00	80.00
26	26	LF	ITEM 20 1" SERVICE		14.00	364.00
2	2	EA	ITEM 20 FIRE HYDRANT		2150.00	4300.00
4	4	CY	ITEM 20 TOP SOIL		25.00	100.00
14.33	14.33	TN	ITEM 20 CRUSHED CONCRETE		55.00	788.15
2.99	2.99	TN	ITEM 20 HOT MIX		127.00	379.73
1	1	EA	ITEM 20 6" INSERTA VALVE		5150.00	5150.00
1	1	EA	ITEM 20 6" SOLID SLEEVE		310.00	310.00
1	1	LS	ITEM 20 MISCELLANEOUS: FIRE HYDRANT REPAIR PARTS \$759.00 FOSTER ADAPTERS AND ANCHOR COUPLINGS \$473.00		1232.00	1232.00
277	277	HR	ITEM 20 SERVICE TRUCK		95.00	26315.00
65.5	65.5	HR	ITEM 20 MINI EXCAVATOR		65.00	4257.50
17	17	HR	ITEM 20 DUMP TRUCK		65.00	1105.00
11	11	HR	ITEM 20 SKID STEER W BREAKER		85.00	935.00

Thank You

LEAK AND REAIRS

LUNDY LANE RE-ROUT LEAKING LINE

HARDY AND 25TH

SAN ANTONIO ST REPLACE LEAKING FIRE HYDRANT

TURTLE CREEK MALL FIRE HYDRANT

NO 25 AND QUINN

S 12TH T 12 AND CONCERT LEAK

S 12 T 12 AND CONCERT LEAKING FIRE HYDRANT

MCQINNIS LOOP FIRE HYDRANT LEAK

84 TIMBERTON DR

LUNDY LANE (CONTRACTOR RAN OVER LINE)

S 27TH AND OFERRELL KNOCKED OVER FIRE HYDRANT

CAHAL ST LEAKING FIRE HYDRANT AND WOULD NOT OPEN

C.J. Morgan, Inc.

292 Eatonville Road • Hattiesburg, MS 39401

(601) 544-3192 or (601) 544-3196

JOB REPORTJOB NAME Water LeaksDATE 2019 P.O.# _____

ADDRESS _____

02655

JOB DESCRIPTION

DESCRIPTION

Water Leaks

MATERIAL

20-6" Bends 4 @ 390 ⁰⁰	1560 ⁰⁰
20-6" DIP 9' @ 29 ⁰⁰	261 ⁰⁰
20-6" Saddle	95 ⁰⁰
20-1" Corp Stop	80 ⁰⁰
20-1" Service 26' @ 14 ⁰⁰	364.00
20-Fl yd 2 @ 2150 ⁰⁰	4300.00
20-Top Soil 4 @ 25 ⁰⁰	100.00
20-Crush Concrete #7, 33 @ 55 ⁰⁰	788.15
20-Hot mix 2,99 Tons @ 127 ⁰⁰	379.73
20-6" Insert Valve	5150 ⁰⁰
20-6" Solid Slu.	310 ⁰⁰
20-Misc 1 Hyd Regen Parts	759 ⁰⁰
Foster Adapters + Anchor Couplings	473 ⁰⁰

ENT

20-STKS 277 @ 95 ⁰⁰	26,315 ⁰⁰
20-Mini Ex 65.5 @ 65 ⁰⁰	4,257.50
20-DT 17 @ 65 ⁰⁰	1,105.00
20-SS/WB 11 @ 85 ⁰⁰	935.00
20-VAC TRK 405 @ 85 ⁰⁰	3,442.50

RE: Equipment Lease/Purchase Agreement

From: GCAS AMRS Escrow Client Service
 To: Nusenko, Nancy A, GCAS AMRS Escrow Client Service
 Cc: Everett, Connie, Rutland, Lamar, Waits, Sharon
 Sent: 7/15/2019 10:44:28 AM

Current balance is \$41,142.82. Provided you with screen shot below.

Port 434419.1 BAPCC-City of Hattiesburg Mississippi

Pt Seq # 1 Pt Type principal
 Ac # 434419 Ac Name BAPCC-City of Hattiesburg Mississippi
 Opened 02/03/2016 Ac Type CT Escrow/Business - Tax Lots
 Exp Close N/A Capacity Default Capacity Code
 Pre-Closed N/A
 Closed N/A Why Closed n/a

Cash Summary

Ledger Cash	Available Cash	Sweep Balance
41,142.82	41,142.82	0.00

Date Last Sweep Sum Valued N/A

Market Value and Fee Summary

Market Value	As Of	Calendar Year Fees	For Year
41,142.82	06/30/2019	0.00	

Master File Menu? ☐ Account? ☐ Affiliations? ☐ Events? ☐
 Holdings - Settlement? ☐ Holdings - Trade? ☐ Transactions? ☐
 Open Orders? ☐ Currency Cost? ☐ Cash Projections? ☐

From: Nusenko, Nancy A [mailto:nancy.a.nusenko@bofa.com]

Sent: Monday, July 15, 2019 9:52 AM

To: GCAS AMRS Escrow Client Service <gcas_amrs_escrow_client_service@baml.com>

Cc: Everett, Connie <ceverett@hattiesburgms.com>; Rutland, Lamar <lrutland@hattiesburgms.com>; Waits, Sharon <swaits@hattiesburgms.com>

Subject: RE: Equipment Lease/Purchase Agreement

Please let us know the balance in the escrow account #434419.1.

Thanks



Nancy Nusenko, Vice President, Operations Manager
 Loan, Lease and Trade Operations
 11333 McCormick Road
 M/C MD5-032-07-05
 Hunt Valley II
 Hunt Valley, MD 21031
 Office: 443-541-3646
 Fax: 804-264-6396
nancy.a.nusenko@bofa.com

From: Waits, Sharon [mailto:swaits@hattiesburgms.com]

Sent: Monday, July 15, 2019 10:49 AM

To: Nusenko, Nancy A <nancy.a.nusenko@bofa.com>

Cc: Everett, Connie <ceverett@hattiesburgms.com>; Rutland, Lamar <lrutland@hattiesburgms.com>
Subject: Equipment Lease/Purchase Agreement

Nancy,
Can you tell me the balance left to be drawn down on this account?
I'm working on the reimbursement request and need to make sure it is for the correct amount.

Thanks

Sharon Waits
Accountant, Engineering Department
City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39403-1898
PH 601-545-4541 Fax 601-545-4642
swaits@hattiesburgms.com

[eTask_Case_ID: 3116868]

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Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, August 6, 2019

Re: Rescind approval of the Interlocal Agreement approved July 16, 2019 related to a Pavement Management Plan, and Approve an Interlocal Agreement with Forrest County enabling each jurisdiction to fund its share of local match and other related costs of a Pavement Management Plan administered by the MPO and authorize the Mayor to execute the same.
File Number: 2019-15
Minute Book #

Summary

Rescind approval of the Interlocal Agreement approved July 16, 2019 related to a Pavement Management Plan, and Approve an Interlocal Agreement with Forrest County enabling each jurisdiction to fund its share of local match and other related costs of a Pavement Management Plan administered by the MPO and authorize the Mayor to execute the same.

Recommendation Statement

Please place this on the August 6, 2019 City Council meeting for consideration.

**INTERLOCAL AGREEMENT REGARDING THE PAVEMENT MANAGEMENT PLAN IN THE
HATTIESBURG-PETAL-FORREST-LAMAR METROPOLITAN PLANNING ORGANIZATION**

This Interlocal Cooperation Agreement (Agreement) is made and entered into by and between the City of Hattiesburg, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi (City), and Forrest County, Mississippi, a political subdivision of the State of Mississippi (County), pursuant to the Mississippi Interlocal Cooperation Act of 1974 as codified at Mississippi Code Sections 17-13-1, et seq.

SECTION 1. Duration. This Agreement shall become effective upon the approval of the City, County, and the Mississippi Attorney General and shall terminate upon the completion of a Pavement Management Plan (Project) as determined by the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (MPO).

SECTION 2. Purpose. This Agreement is intended to commit local matching funds from each participating jurisdiction of the MPO for the Project, which involves the creation of a Pavement Management Plan for those agencies having elected to participate. Specifically, this Agreement commits each agency to fund 20% of the total fixed costs associated with its agency’s participation, 20% of the variable cost based on mileage analyzed in the jurisdiction that is also in the MPO Planning Area, and 100% of the cost based on mileage analyzed in the jurisdiction that is outside of the MPO Planning Area.

SECTION 3. Organization and Authority. No separate legal or administrative entity is created pursuant to this Agreement. The MPO shall administer a contract with a professional services firm (Firm) and shall facilitate the Firm’s interaction with each participating jurisdiction to the extent necessary to ensure the project progresses according to its agreement with the Firm.

SECTION 4. Financing, staffing, supplying, and administration. The County shall reimburse the City for all required matching funds for the Project and for 100% of all costs associated with work outside the MPO Planning Area as determined, certified, and invoiced by the City. Payments shall be due 30-days following invoicing. Pending timely execution of the Project, it is estimated that invoices are to be sent around November 1, 2019 and March 1, 2020.

SECTION 5. Ownership. The MPO shall be the owner of all project deliverables and original files as submitted. Each participating entity shall be provided plans and reports made a part of final deliverables, and each participating entity shall receive training, access and control over websites and electronic media provided as a part of the deliverables.

SECTION 6. Amendment. This Agreement may be amended only by written consent of the City, County, and with the approval of the Mississippi Attorney General.

WITNESS the duly authorized signatures of the officers of the City and County as of the dates indicated.

CITY OF HATTIESBURG

FORREST COUNTY

Toby Barker, Mayor

David Hogan, President

Date:

Date:

AS APPROVED BY:

Jim Hood, Attorney General

Date:



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 6, 2019

Re: Approve an Interlocal Agreement between the City of Hattiesburg and Forrest County to facilitate joint improvements to City streets and defining respective responsibilities with regards to undertaking and financing of such improvements, contingent upon approval by Forrest County and the Office of the Mississippi Attorney General and authorize the Mayor to execute the same.
File Number: 2019-40
Minute Book #

Summary

Recommendation Statement

Please place this on the August 6, 2019 City Council meeting for consideration.

INTERLOCAL COOPERATION AGREEMENT GOVERNING JOINT IMPROVEMENTS TO CITY STREETS

WHEREAS, the City of Hattiesburg, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi (City), and Forrest County, Mississippi, a political subdivision of the State of Mississippi (County), desire from time to time to undertake joint improvements to City streets necessary for the safety and convenience of their shared constituency and the traveling public; and,

WHEREAS, the Interlocal Cooperation Act of 1974 as codified at Miss. Code Sections 17-3-1, et seq., permits the City and the County to make the most efficient use of their powers by cooperating and contracting on a basis of mutual advantage to provide services and facilities according to the geographic and economic needs of their shared constituency.

NOW, THEREFORE, for and in consideration of the mutual benefits accruing thereto, the City and the County do hereby agree as follows:

SECTION 1. Duration. This Agreement shall be in force and effect upon its approval by Mississippi Attorney General. This Agreement shall expire on September 30, 2021, unless renewed by written agreement of the parties prior to that date.

SECTION 2. Purpose. The purpose of this Agreement is to facilitate joint improvements to City streets by the parties and to define their respective responsibilities with regard to the undertaking and financing of such improvements.

SECTION 3. Organization and Statutory Authority. There will be no separate legal or administrative entity created pursuant to this Agreement. The City is authorized by Miss. Code Section 21-37-3 and the County is authorized by Miss. Code Sections 65-7-83 and 65-7-85 to exercise and carry out the powers, authorities, and responsibilities contemplated by this Agreement.

SECTION 4. Budgeting, Financing, Staffing, and Supplying. Joint improvements to City streets designated by the parties may be undertaken and financed by either the City or the County, contingent upon funds being available in their respective budgets as determined by their governing authorities. Prior to the undertaking of any joint improvements subject to this Agreement, the parties shall agree in writing as to a) the City street(s) or specific portions thereof to be jointly improved; b) the nature and extent of the joint improvements to be undertaken; c) the party to be responsible for undertaking and financing the joint improvements; d) the nature and extent of any in-kind contributions by the parties; and e) the method for calculating the amount(s) to be reimbursed by the non-financing party, including but not limited to any offsets for in-kind contributions by the parties or either of them. The non-financing party will reimburse the financing party for work completed on a monthly basis not later than forty-five days after invoice. Upon completion of any joint improvement undertaken pursuant to this Agreement, the City will assume responsibility for maintenance and upkeep of same.

SECTION 5. Termination and Disposition of Property. Either party may terminate this Agreement for any reason by providing forty-five (45) days written notice to the other party at the address listed below. In the event of such termination, the non-financing party shall remain responsible for reimbursement of its share of any costs associated with any work completed by the financing party prior to the date of termination. Upon expiration or termination of this Agreement, any personal property employed in furtherance of this Agreement and owned by the City and County shall remain theirs respectively, but all improvements to City streets shall be the property of the City. Due to the nature of the Agreement, there will be no surplus funds to be disposed of once reimbursement of the costs of any joint improvement has been made.

SECTION 6. Amendment. This Agreement may be amended at any time by the mutual written consent of the parties subject to the approval of the Mississippi Attorney General.

SECTION 7. Administration. The governing authorities of the parties shall jointly designate improvements to be undertaken and the terms and conditions of each as set forth in Section 4, supra. The financing party or its designee shall administer the undertaking, staffing, and supplying of each improvement from designation through completion subject only to the

terms and conditions agreed upon by the parties in writing. The non-financing party shall fund and administer the reimbursement of the financing party for work completed. The City shall be solely responsible for the maintenance and administration of all improvements upon completion.

SECTION 7. Manner of Acquiring, Holding and Disposing of Property. The City has acquired or will acquire all real property necessary for the joint improvements to City streets contemplated by this Agreement, all of which shall be the property of the City upon completion. Any personal property employed in furtherance of this Agreement and owned by the City or the County shall remain theirs respectively during the term of this Agreement and after its expiration or termination.

WHEREFORE, PREMISES CONSIDERED, the governing authorities of the City and the County have approved, executed, and entered this Agreement as of the dates indicated below.

EXECUTED IN TRIPLICATE ORIGINALS by the parties hereto on the dates as hereinafter provided and stated.

FORREST COUNTY, MISSISSIPPI

By: _____

(SEAL)

President, Board of Supervisors

Date Approved: _____

Attest:

Clerk, Board of Supervisors

CITY OF HATTIESBURG

By: _____

(SEAL)

Mayor, City of Hattiesburg

Date Approved: _____

Attest:

Clerk, City of Hattiesburg

MISSISSIPPI ATTORNEY GENERAL

By: _____

Date Approved: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 6, 2019

Re: Approve Owner / Architect Agreement with Albert & McCleskey Associates Architects for architectural services provided for owner-procured equipment, materials and installation services related to the construction of the Public Safety Complex and authorize Mayor to execute in triplicate.
File Number: 2019-37
Minute Book #

Summary

Approve Owner / Architect Agreement with Albert & McCleskey Associates Architects for architectural services provided for owner-procured equipment, materials and installation services related to the construction of the Public Safety Complex; Authorize Mayor to executed in triplicate.

Recommendation Statement

City Engineer recommends approval of this item.

Please place this on the August 6, 2019 City Council meeting for consideration.

**OWNER/ARCHITECT AGREEMENT FOR
ARCHITECTURAL SERVICES PROVIDED FOR
OWNER-PROCURED EQUIPMENT, MATERIALS,
AND INSTALLATION SERVICES**

The City of Hattiesburg (the “City”), has entered into a building contract with Hanco Corporation (“Hanco”) for construction by Hanco of Public Safety Complex Renovations and Additions to Existing Facilities located at #1 Government Plaza, Hattiesburg, Mississippi (the “Project”) per the project plans and specifications prepared by Albert & McCleskey Associates Architects (“Albert & McCleskey”) under a separate contract between the City and Albert & McCleskey.

As a cost saving measure, the City has separated five (5) elements of the Project contained in the Albert & McCleskey Project plans and specifications for separate procurements administered or to be administered by the City rather than by Albert & McCleskey. The City will contract for these five (5) elements of the Project as Owner-Procured Items (equipment, material and installation services) (“OPI”).

The five (5) OPI elements include:

1. Smoke Evacuation system – purchase and installation.
2. Lightning Protection System (Bids received) – purchase and installation.
3. Compact Shelving and Lockers (Bids received) – purchase and installation.
4. Service Elevator – purchase and installation.
5. Mechanical System Controls – purchase and installation.

As called for in the five (5) OPI contracts to be awarded by the City, delivery and installation of the OPI and building construction will be coordinated by the City with the assistance of Albert & McCleskey to schedule OPI delivery, installation, start up, and commissioning so as not to delay or interfere with the building construction.

Accordingly, the architectural services for these five (5) OPI as called for in the five (5) OPI procurement contracts to be awarded by the City, the Project elements, and payment for such architectural services, are covered by this separate contract between the City and Albert & McCleskey, and include the following terms and conditions:

1. Scope: The following Architectural and Consultant services originally covered by the Project plans and specifications prepared by Albert & McCleskey in accordance with the AIA Document B101-2007 dated 10/2/12 between the City and Albert & McCleskey are hereby deleted from that contract and made a part of this contract.

2. Compensation: Albert & McCleskey will be compensated as follows for preparation of the five (5) OPI of the plans and specifications and for construction administration of the five (5) OPI elements included in the Project plans and specifications:

- A. Smoke evacuation System – 8% for design and 3% for construction administration.
- B. Lightning Protection System (Bids received) –8% for design and 3% for construction administration.
- C. Compact Shelving and Lockers (Bids received) – 3% for design and construction administration.
- D. Service Elevator – 8% for design and 3% for construction administration.
- E. Mechanical System Controls – 8% for design and 3% for construction administration.

3. Payment: The above compensation percentages are to be computed at the cost contracted by the City for the above five (5) OPI elements, which percentages cover compensation for all services provided by Albert & McCleskey to date on these elements of the

Project as well as for Albert & McCleskey's future services for these elements unless altered by subsequent change in scope requested by the City in which event the above percentages will be adjusted based upon any scope change by Owner made a part of this Contract by agreement of the parties hereto.

4. Building Construction/OPI Supply and Installation Coordination. In the event of a conflict resulting from the City's separation of the above five (5) OPI elements of the Project from the building construction contract between the City and Hanco, Albert & McCleskey will consult with the City and provide the Architect's recommendation to the City for appropriate resolution of any such conflict.

5. Contract Performance Terms and Conditions. The above five (5) OPI elements will be administered by Albert & McCleskey as set forth in the Standard Form Agreement Between Owner and Architect AIA Document B101-2007, Articles 2 through 13 which articles are incorporated herein by reference. In the event of a conflict between the above contract terms and conditions and those found in Articles 2 through 13 of the AIA Document B101-2007, the above terms and conditions shall control.

So agreed this the ____ day of _____, 2019.

OWNER, City of Hattiesburg

By: _____
(Title)



ARCHITECT, Albert & McCleskey
Associates Architects

By: 
(Title)

DAVID W. MOCKBEE
ALEXANDER F. GUIDRY
JUDSON R. JONES*
DAVID B. ELLIS
D. WESLEY MOCKBEE
*Also admitted in Tennessee

MOCKBEE HALL & DRAKE
A PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
CAPITAL TOWERS, SUITE 1820
125 SOUTH CONGRESS STREET
JACKSON, MISSISSIPPI 39201

TELEPHONE: (601) 353-0035
FACSIMILE: (601) 353-0045

E-MAIL: DMOCKBEE@MHDLLAW.COM

July 29, 2019

20074-001

VIA EMAIL

Moran M. Pope, III, Esq.
Pope & Pope, P.A.
P.O. Box 17527
Hattiesburg, MS 39404-7527
Email: randypope@popelaw.com

Re: City of Hattiesburg/Albert & McCleskey Associates Architects Contracts

Dear Randy:

Per our conference call of July 12, the proposed Owner/Architect Agreement for Architectural Services Provided for Owner-Procured Equipment, Materials and Installation is enclosed for your consideration.

I trust that I have accurately and adequately captured the items discussed in the enclosed document, but please don't hesitate to contact me if you have any questions or comments.

Sincerely yours,

MOCKBEE HALL & DRAKE, P.A.



David W. Mockbee

DWM/ac
Enclosure

cc: Larry A. Albert, AIA *via email*
(larry@albertassociates.com)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 6, 2019

Re: Approve an Agreement with Terracon Consultants, Inc. to provide Geotechnical Engineering Services for the Fire Station No. 9 project and authorize the Mayor to execute in duplicate.
File Number: 2019-42
Minute Book #

Summary

Approve agreement with Terracon Consultants, Inc. to provide Geotechnical Engineering Services for the Fire Station No. 9 project; Authorize Mayor to execute in duplicate.

Recommendation Statement

Engineer recommends approval

Please place this on the August 6, 2019 City Council meeting for consideration.

July 31, 2019



City of Hattiesburg
c/o Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, Mississippi 39402

Attn: Shane Germany, AIA, CSI
P: (601) 271 7711
E: shane@llgarch.com

Re: Revised Proposal for Geotechnical Engineering Services
Fire Station #9
Highway 49 at Irby Road
Hattiesburg, Forrest County, Mississippi
Terracon Proposal No. PE4195029

Dear Shane Germany, AIA, CSI:

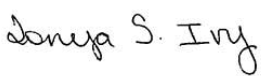
We appreciate the opportunity to submit this proposal to City of Hattiesburg (COH) to provide Geotechnical Engineering services for the above referenced project. This proposal was revised on July 31, 2019 to modify the agreement as requested by the City. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this proposal is \$6,000 and estimate the project completion date 4 to 5 weeks from notice to proceed (NTP). See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
Terracon Consultants, Inc.


Tonya S. Ivy
Assistant Project Manager


Jeffrey W. Williams, P.E.
Senior Engineer

Terracon Consultants, Inc. 285 Gulfwater Drive Biloxi, MS 39531
P [228] 283 7050 F [228] 283 7072 terracon.com

Environmental

Facilities

Geotechnical

Materials

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Hattiesburg ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Fire Station #9 - Hattiesburg project ("Project"), as described in Consultant's Proposal dated 06/26/2019 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 45 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant shall indemnify and hold harmless the Client and its respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses to the extent caused by Consultant's negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Client agrees that Consultant does not have a duty to defend Client under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Client's commencement of construction on the property that is the subject of the Agreement.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial

general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Mississippi law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
 By:  Date: **7/31/2019**
 Name/Title: **Ryan P. Steiner / Department Manager**
Geotechnical Services
 Address: **285 Gulfwater Dr**
Biloxi, MS 39531-2629
 Phone: **(228) 283-7050** Fax: **(228) 283-7072**
 Email: **Ryan.Steiner@terracon.com**

Client: **City of Hattiesburg**
 By: _____ Date: _____
 Name/Title: _____
 Address: _____
 Phone: _____ Fax: _____
 Email: _____

EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by COH and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are **highlighted as shown below**. We request the design team verify all information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at Highway 49 at Irby Road in Hattiesburg, Forrest County, Mississippi. 31.399931° N, -89.386801° W (approximate) (See Exhibit D)
Existing Improvements	Undeveloped lot
Current Ground Cover	Undeveloped lot, scattered trees and manicured grass
Existing Topography (from Google Earth)	The location appears to be relatively level with approximately 1 foot of elevation change.
Site Access	We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development or geologic maps indicates subsurface conditions consist of green and bluish-green clay, sandy clay and sand, gray siltstone and sand and is locally fossiliferous.

Planned Construction

Item	Description
Information Provided	Shane Germany with Landry Lewis via email
Project Description	Construct a new fire station building with associated parking and drives
Proposed Structure	The project includes a single-story building with a footprint of about 7,800 square feet. The building will be slab-on-grade (non-basement).
Building Construction	Unknown at the time of the proposal
Finished Floor Elevation	Expected to be at ±190.50

Revised Proposal for Geotechnical Engineering Services

Fire Station #9 ■ Hattiesburg, Forrest County, Mississippi

July 31, 2019 ■ Terracon Proposal No. PE4195029



Item	Description
Maximum Loads (assumed)	■ Columns: 100 kips ■ Walls: 3 kips per linear foot (klf) ■ Slabs: 100 pounds per square foot (psf)
Grading/Slopes	Cut/Fill: minimal, assumed to be less than 2 feet
Pavements	Anticipated traffic is as follows: ■ Autos/light trucks: <500 vehicles per day ■ Firetrucks: 4 vehicles per day ■ Tractor-trailer trucks: <1 vehicles per week The pavement design period is 20 years.
Estimated Start of Construction	August 2019

EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration program consists of the following:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
2	20	Planned building area
6	10	Planned parking/driveway area

1. Below ground surface.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We will advance soil borings with a truck-mounted drill rig using continuous flight augers (solid stem or rotary wash methods, as necessary, depending on soil conditions). Five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling. Water will be used as a drilling fluid and the spent water will be discharged on site. Our compensation and budget considers water is available on-site.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: We will backfill borings in accordance with Mississippi State Regulations upon completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically

checked and backfilled, if necessary. We can provide this service or grout the shallow (less than 25 feet) boreholes for additional fees, at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service Mississippi 811. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current Scope of Services and will be forwarded to our client for approval prior to initiating. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- Atterberg limits
- Grain size analysis
- Unconfined compressive strength

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended shallow foundation options and engineering design parameters
- Estimated movements of foundations
- Recommendations for design and construction of interior floor slabs
- Seismic site classification
- Subgrade preparation/earthwork recommendations
- Recommended pavement options and design parameters

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations, and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$6,000

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Fee	Initial for Authorization
Private Utility Locate Service ¹	\$1,250 (estimated)	
Construction Materials Testing Services	TBD	
Phase 1 Environmental Site Assessment	TBD	

1. If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization, as evidenced by your signature on the *Supplemental Agreement for Services* form.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Revised Proposal for Geotechnical Engineering Services

Fire Station #9 ■ Hattiesburg, Forrest County, Mississippi

July 31, 2019 ■ Terracon Proposal No. PE4195029



GeoReport® Delivery	Posting Date from Notice to Proceed (NTP) ^{1, 2}
Project Planning	3 business days
Site Characterization	15 to 20 business days
Geotechnical Engineering	20 to 25 business days
Delivery of Final Report	4 to 5 weeks from NTP

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

EXHIBIT D – SITE LOCATION

Fire Station #9 ■ Hattiesburg, Forrest County, Mississippi

July 31, 2019 ■ Terracon Proposal No. PE4195029

Terracon

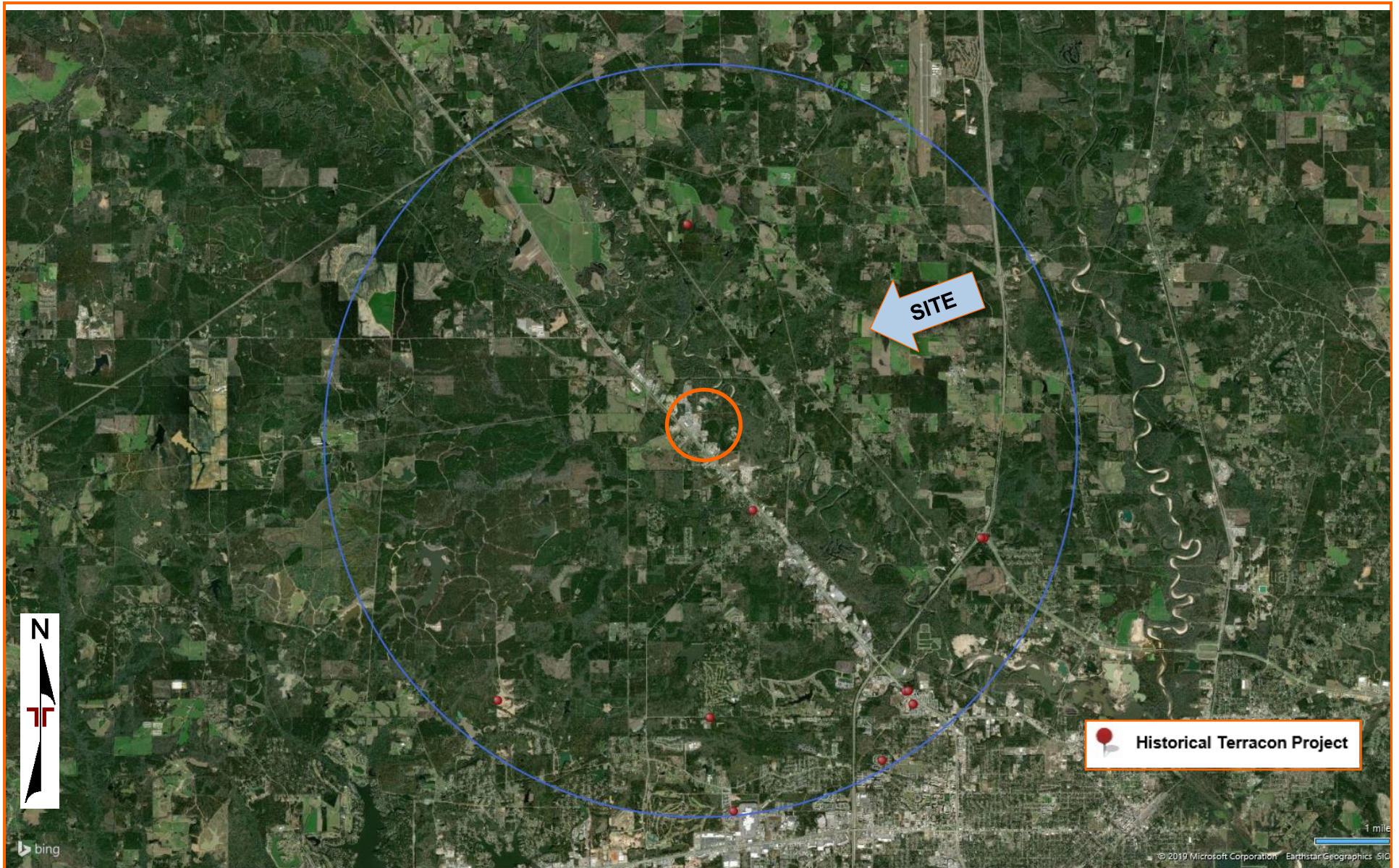


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

EXHIBIT E – ANTICIPATED EXPLORATION PLAN

Fire Station #9 ■ Hattiesburg, Forrest County, Mississippi

July 31, 2019 ■ Terracon Proposal No. PE4195029

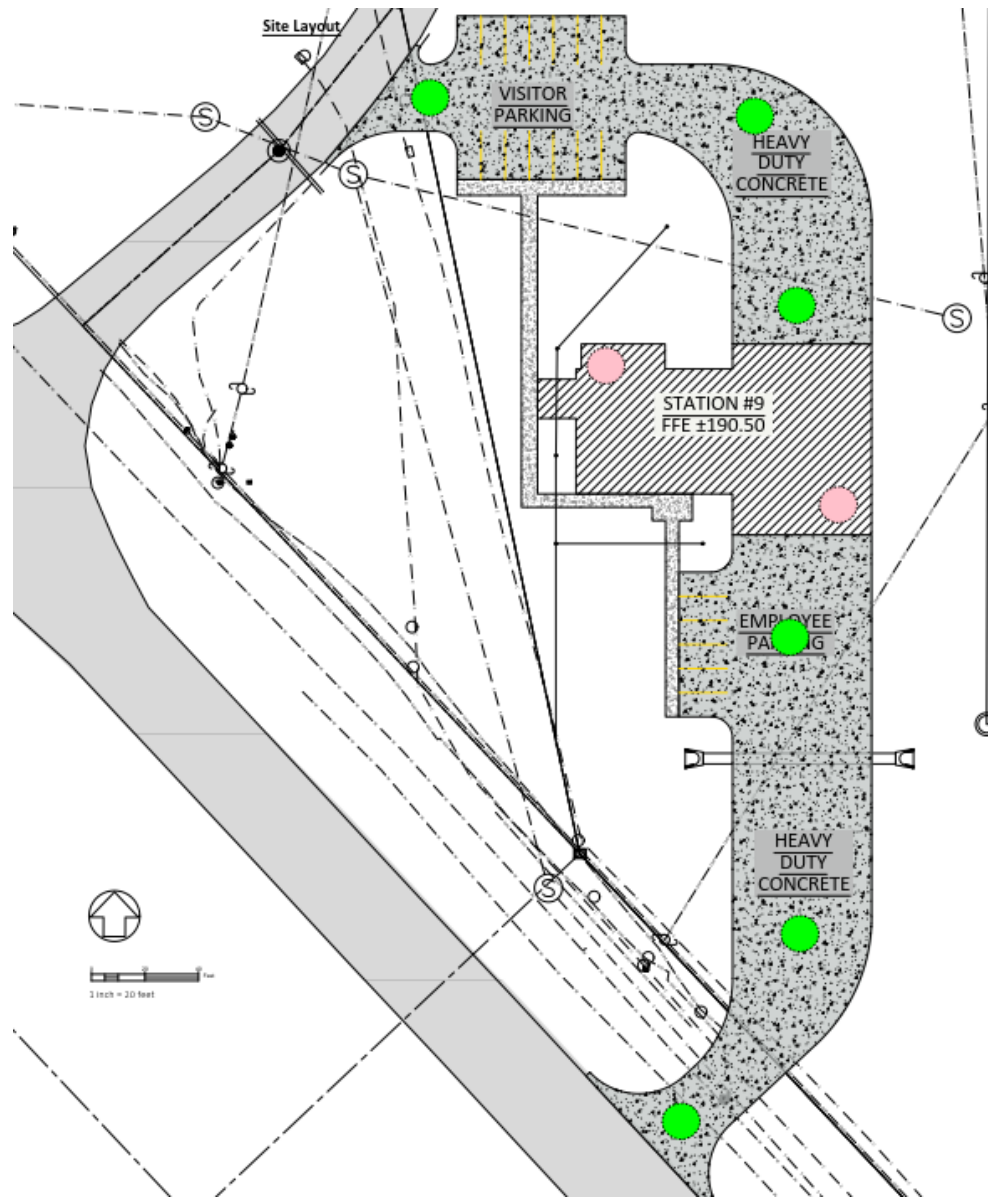


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 6, 2019

Re: Approve a Professional Services Agreement between the City of Hattiesburg and Doleac Electric to provide generator maintenance on all city-owned generators at a cost of \$57,550.00 for annual maintenance and a additional fee of \$21,580.00 for semi-annual maintenance and authorize the Mayor to execute the same.
File Number: 2019-33
Minute Book #

Summary

Recommendation Statement

Please place this on the August 6, 2019 City Council meeting for consideration.



doleac electric company, inc.

June 18, 2019

City of Hattiesburg Mississippi
200 Forrest St.
Hattiesburg, MS

Attention: Ann Jones
Chief Administrative Officer

RE: City of Hattiesburg
Generator Maintenance

Doleac Electric Company, Inc. is pleased to offer the following proposal for the above listed project. Please note this work is to be performed on the 56 City owned Generators. Please see Attachment A for a list of City owned Generators that are included in this proposal.

Annual Generator Maintenance to include the following scope of work:

1. Acknowledgement of all unit information (i.e. KW size, model and serial numbers)
2. Lube, oil and filter change once per year
3. Fuel filter change once per year
4. Clean or replace air filters once per year
5. Coolant level check and top off once per year
6. Inspect belts once per year (note any wear with pricing to replace)
7. Inspect block heater for proper function
8. Inspect air intakes and exhaust (note any deficiencies)
9. Drain exhaust condensation if needed
10. Inspect muffler (note and deficiencies)
11. Check battery charger for proper output voltage (note deficiencies)
12. Inspect batteries and fluid level
13. Perform emergency system check without load transfer (if allowed provide full transfer)
14. Check generator outputs (i.e. voltage, frequency adjust as needed)
15. Confirm transfer switch operations and accessories
16. Inspect and check alternator output
17. Inspect all gauges on the unit (note any deficiencies)
18. Test emergency shut down on unit
19. Check fuel levels at unit (note any lower fuel issues)
20. Visually inspect fuel lines
21. Provide a field report and report all deficiencies

Total Proposed Price for Annual Generator Maintenance: \$57,550.00

Additional Charge for Semi- annual (second trip) to include the following scope of work:

1. Return trip
2. Check fluid levels and top off if needed
3. Check unit manually start
4. Check output on unit (i.e. voltage, frequency adjust if needed)
5. Check battery charging system (note deficiencies)
6. Visually inspect transfer switch

7. Check alarm logs (note alarms)
8. Provide a field report of any deficiencies

Total Additional Fee for Semi -Annual Generator Maintenance: \$21,580.00

Please Note the Following Exclusions:

1. Making any repairs to units (field reports will show deficiencies and cost to repair).
2. More than one fluid and filter change per year, (unless semi-annual option is accepted).

Itemized /Unit Pricing for Service and Emergency Call Out Rates:

Service and emergency call outs for units shall be billed as listed below:

1. Normal operation hours call outs (7am-3:30pm) \$98.00 per hour 2 hour minimum.
2. After hours call outs and weekends \$147.00 per hour 2 hour minimum.
3. Service Truck \$85 per day.

Thank you for the opportunity to work with you on this project.

Doleac Electric

Date

City of Hattiesburg

Date

ATTACHEMENT "A" – GENERATORS

Generator	Location	Model	Serial No
Onan 200KW	USM Tank & Well Hillcrest	DSHAC-5767975	F060936065
Onan 200KW	USM Well 4th Street	DSHAC-5767973	F060936064
Onan 150KW	USM Stadium	DSHAA-5767988	F060936057
Onan 200KW	C.E. Roy Community Center	DSHAC-5767985	F060936053
Onan 200KW	Jackie Doyle Sherill	DHSAC-5767984	F060936052
Onan 125KW	Fire Station # 1	125REZG	2263543
Onan 35KW	Fire Station # 2	GGFD-5767985	F060936055
Onan 35KW	Fire Station # 3	GGFD-5768050	F060936408
Onan 42KW	Fire Station # 4	GGFE-5767987	F060936054
Onan 35KW	Fire Station # 5	GGFD-5768140	F060937217
Onan 70KW	Fire Station # 6	GGHH-5779575	K060990702
Onan 64KW	Fire Station # 7	N70FPG4	LM642121
Kohler 100KW	Fire Station # 8	100RZG	2008167
Onan 100KW	Fire Training Academy	GGHH-5872342	G070079011
Onan 150KW	Ben McNair Rec Center	05HA-5768197	F060936404
Onan 80KW	Jervis Mims Station	80DGDA	F060938751
Onan 80KW	Richburg Tank	80DGDA	F060939467
Onan 60kW	W.U. Bill Sigler Center	GGHE-5767958	F060936056
Onan 125kW	Industrial Tanke Booster Station	DGDK	F060939951
Onan 125KW	Green Hut Station	DGDK	F060939950
Onan 125kW	Turtle Creek Crossing Station	DGDK-5768277	F060939949
Onan 60kW	Water Billing Department	GGHE-5768147	F060983714
Onan 60kW	City Engineering Office	GGHE-5768146	F060938713
Onan 230KW	WP # 2 Wells #5	DGFS-5768668	F060943072
Onan 40kW	Mammoth Springs Station	DGBC-5768677	G060943077
Onan 40kW	Pine Tree Station	DGBC-5768676	G060943076
Onan 40kW	Turtle Creek Station	DGCA-5768675	G060943075
Onan 150kW	USA Yeast Station	DFGA	G060943073
Onan 150kW	City Hall	DFGA-5768674	G060943074
Onan 250kW	East Laurel Pumping Station	DODAA	H060956343
Onan 40kW	40KW Portable	DGBC-5768687	G060943082
Onan 60kW	60KW Portable	DGCB-5768579	G060943081
Kohler	Wesley Tank & Well	400REQZOD	2339547
Onan 1500KW	Water Plant # 1	DFLE-5769657	K060988691
Onan 750KW	Water Plant # 2	DFGA-5768636	J060984004
Talyor 200KW	HWY 98	TD200	25438
Talyor 200KW	Lincoln Road	D5200M2	20157
Kohler 125KW	South Lagoon Burkett	125ROZ71	277850
Kohler 20KW	Grounds Maintenance	20RQZ1	605955
Talyor 60KW	Construction	TG60	24630
Taylor 350KW	Public Works	TD350	22835
Taylor 80KW	Public Works- Portable	TD80C321P	23544
Taylor 80KW	Sanitation	80ROX1	600190
Taylor 125KW	Aiport Hanger # 3	TG125	22896
Cummins	SLS 63rd Street	DGHD8-1337370	I130564176
Onan/Cummins	SLS Railroad Ave	DGCA-5768681	G0G0943078
Cummins/Onan	SLS North Lagoon	DQDAA-5768838	H060956338
Kohler 250KW	Police Headquarters	250REQZV	GM24720-GA3/2008832
Cummins/Onan	PARA Administration	GGHE-5767958	F060936056
Cummins/Onan	WTP # 2 Office	DGCB-5768693	G060943079
Taylor 350KW	Maintenance Facility	TD350	22835
Taylor 500KW	YMCA	TD500	22835
Taylor 100KW	ZOO	TD100	22834
Generac	Highland Cemetary	QT03542ANAH	4874284
CAT 500KW	Train Depot		3851519
Taylor 150KW	Chain Airport		
	Gordon Creek Pumping Station	TD176	27738



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 6, 2019

Re: Approve a Contract with Shows, Dearman and Waits, Inc. for Preliminary Engineering Services through the LPA process of MDOT for Country Club Road Reconstruction between Killingsworth Drive and Highway 49 and authorize Mayor to execute in duplicate.
File Number: 2019-28
Minute Book #

Summary

Approve contract with Shows, Dearman and Waits, Inc. for Preliminary Engineering Services through the LPA process of MDOT for Country Club Road Reconstruction between Killingsworth Drive and Highway 49; Authorize Mayor to execute in duplicate.

Recommendation Statement

This project shall address roadway drainage, subsurface drainage, pavement upgrades, pedestrian facilities and other amenities for an upgraded roadway.

Engineer recommends approval.

Please place this on the August 6, 2019 City Council meeting for consideration.



Engineering Progress

July 25, 2019

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

Attn: Lamar Rutland, P.E.

**RE: Country Club Road Reconstruction
City of Hattiesburg**

Dear Mr. Rutland:

Enclosed please find two (2) copies of the Agreement Between Owner and Engineer for Professional Services contract for the mayor to execute and return to our office.

Should you have questions or comments, please do not hesitate to contact me.

Sincerely,



Kyle Wallace, P.E.
Project Engineer

/sm

Enclosure

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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www.nspe.org

American Council of Engineering Companies
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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of Aug 6, 2019 ("Effective Date")
between the City of Hattiesburg ("Owner") and Shows, Dearman and Waits, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Country Club Road Roadway Improvements ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

Preparation of plans and specifications for the completion of Preliminary Engineering (Design only) through the LPA process of MDOT for Country Club Road between J.C Killingsworth Drive and Highway 49. Project shall address roadway drainage, subsurface drainage, pavement upgrades, pedestrian facilities and other amenities for an upgraded roadway.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, and the dispute dealt with as set out in Mississippi Code Ann. Section 31-7-305.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be in accordance with local, state and federal law.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations

applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Section Deleted
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other

insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

- D. Upon written request the Engineer shall deliver to the Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,

- a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
- 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 - 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Engineer is hereby bound and the successors, executors, administrators, and legal representatives of Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Engineer) are hereby bound to the Owner to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking other provisions of this Agreement, or exercising their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then

Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Shared Negligence*

- A. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 - 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 - 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction

Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, DELETED
- E. Exhibit E, DELETED
- F. Exhibit F, DELETED
- G. Exhibit G, Insurance.
- H. Exhibit H, DELETED
- I. Exhibit I, DELETED
- J. Exhibit J, DELETED
- K. Exhibit K, DELETED

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Hattiesburg

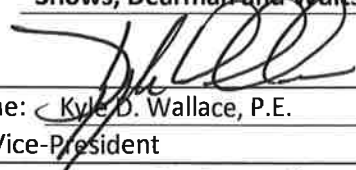
By: _____

Print name: Mayor Toby Barker

Title: Mayor

Date Signed: _____

Engineer: Shows, Dearman and Waits, Inc.

By:  _____

Print name: Kyle D. Wallace, P.E.

Title: Vice-President

Date Signed: 7-26-19

Engineer License or Firm's Certificate No. (if required):

E-4

State of: Mississippi

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Lamar Rutland, P.E.

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: lrutland@hattiesburgms.com

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Kyle D. Wallace, P.E.

Title: Vice-President

Phone Number: 601-544-1821

E-Mail Address: kyle@sd-w.com

Aug 6, 2019

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase - *SECTION DELETED*

A1.02 Preliminary Design Phase

- A. After issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data". If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
N/A
 10. Furnish 1 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 90 days of authorization to proceed with this phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 1 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 60 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables: N/A
 10. Furnish for review by Owner, its legal counsel, and other advisors, 1 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 150 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 1 final copies of such documents to Owner within 60 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled

Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 Bidding or Negotiating Phase

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.
 - 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents)

prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
N/A
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase-SECTION DELETED*

A1.06 *Post-Construction Phase-SECTION DELETED*

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

Exhibit A – Engineer's Services

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13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of **3** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated

Aug 6, 2019

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: N/A

This is **EXHIBIT C**, consisting of **3** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated

Aug 6, 2019.

Payments to Engineer for Services and Reimbursable Expenses

COMPENSATION PACKET BC-3: Basic Services – Percentage of Construction Cost

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Percentage of Construction Cost Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. *General:* An amount equal to **nine (9)** percent of the Construction Cost. This amount includes compensation for Engineer’s Services and services of Engineer’s Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).
 2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:
 - a. For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by Change Orders.
 - b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.
 - c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer’s most recent opinion of probable Construction Cost.
 - d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.
 - e. For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract pricing on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

Exhibit C

Standard Hourly Rates Method of Payment.

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3. *Reimbursable Expenses:* In addition to the Percentage of Construction Cost, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: **NONE.**

4. *Progress Payments:*

- a. The portion of the amounts billed for Engineer's services that is on account of the Percentage of Construction Cost will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- b. Upon conclusion of each phase of Basic Services, Owner shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of Construction Cost to the following estimated percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:

Preliminary Design Phase	30%
Final Design Phase	60%
Bidding or Negotiating Phase	10%
	100%

- c. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

Exhibit C

Standard Hourly Rates Method of Payment.

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**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer as mutually agreed upon by both parties.
 2. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
 3. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2020) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.2.
 2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
 3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 2** to **EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated Aug 6, 2019.

Standard Hourly Rates Schedule - 2019

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Senior Engineer	\$175/Hour
Project Engineer	\$150/Hour
Junior Engineer	\$125/Hour
Engineering Intern	\$115/Hour
Graduate Engineer	\$105/Hour
Senior AutoCad Technician	\$105/Hour
AutoCad Technician	\$ 90/Hour
Senior Resident Project Representative	\$ 95/Hour
Resident Project Representative	\$ 85/Hour
Field Crew	\$175/Hour
Administrative	\$ 45/Hour

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated

Aug 6, 2019.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$100,000
 - 2) Bodily injury by disease, each employee: \$100,000
 - 3) Bodily injury/disease, aggregate: \$500,000
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$2,000,000
 - 2) General Aggregate:
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$1,000,000
- f. Professional Liability --
 - 1) Each Claim Made \$1,000,000
 - 2) Annual Aggregate \$1,000,000
- g. Other (specify): N/A

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:
 - a. Shows, Dearman and Waits, Inc.
Engineer
 - b. N/A
Engineer's Consultant
 - c. N/A
Engineer's Consultant
 - d. N/A
[other]
2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 6, 2019

Re: Approve Agreement between the City of Hattiesburg and Southern Mississippi Planning and Development, for administrative services related to the Lamar Boulevard Road Improvements (EDA) Disaster Supplemental Grant Project and authorize the Mayor to execute the same.
File Number: 2019-48
Minute Book #

Summary

Recommendation Statement

Please place this on the August 6, 2019 City Council meeting for consideration.

AGREEMENT FOR ADMINISTRATIVE SERVICES

THIS AGREEMENT, entered into by and between the city of HATTIESBURG, hereinafter referred to as HATTIESBURG and Southern Mississippi Planning and Development (SMPDD), with offices located at 10441 Corporate Drive, Suite 1, Gulfport, Mississippi and 1700 South 28th Avenue, Suite B-1, Hattiesburg, hereinafter referred to as SMPDD, for administrative services designed to implement HATTIESBURG Lamar Boulevard Road Improvements (EDA) Disaster Supplemental Grant project. Said services and provisions shall be as follows, to wit:

SCOPE OF SERVICES

I. Environmental Review/Permitting

- A. SMPDD will provide HATTIESBURG and its sub-contractors with all necessary assistance to complete an environmental review of the proposed activities in HATTIESBURG EDA grant to meet all federal and state requirements.
- B. SMPDD will assist HATTIESBURG and its subcontractors in acquiring necessary permits for the project.

II. Financial Management System

- A. SMPDD will assist HATTIESBURG in establishing a financial management system for its EDA grant that will meet Federal requirements.
- B. SMPDD will also provide assistance in setting up a system of drawdowns from EDA and assisting HATTIESBURG personnel in managing the system.
- C. SMPDD will provide periodic reporting to HATTIESBURG concerning the status of the project.

III. Program Management

- A. SMPDD will provide program management to HATTIESBURG in overall general project administration and monitoring.
- B. SMPDD will inform HATTIESBURG of all federal guidelines, regulations, and laws applicable to its EDA project.
- C. SMPDD will attend all monitoring visits by Federal officials and assist HATTIESBURG officials in the presentation of project progress.
- D. SMPDD will assist HATTIESBURG in the preparation and submission of all required reports to Federal officials.

SERVICES NOT PROVIDED

- A. SMPDD will not provide engineering or architectural services to HATTIESBURG. SMPDD will, however, assist HATTIESBURG in the proper procurement of other needed professional services.
- B. SMPDD will not provide direct legal services to HATTIESBURG.

GENERAL CONTRACT PROVISIONS

I. Termination of Contract

- A. HATTIESBURG or SMPDD may terminate this agreement at any time for cause or for convenience by giving at least thirty (30) days notice in writing to the other party. If the AGREEMENT is terminated by HATTIESBURG as provided herein, SMPDD will be paid for the time provided and expenses incurred up to the termination date.
- B. Notwithstanding the above, SMPDD shall not be relieved of liability to HATTIESBURG for damages sustained by HATTIESBURG by virtue of any breach of the AGREEMENT by SMPDD, and HATTIESBURG may withhold any payments to SMPDD for the purpose of set-off until such time as the exact amount of damages due HATTIESBURG from SMPDD is determined.

II. Breach of Contract

In addition to the provisions for termination of this AGREEMENT as set forth in the preceding section, HATTIESBURG reserves the right to terminate this AGREEMENT for breach of any contract terms or conditions.

III. Changes in Scope of Services; Amendments

HATTIESBURG may, from time to time, request changes in the scope of services of SMPDD to be performed hereunder. Such changes, including any increase or decrease in the amount of SMPDD's compensation, which are mutually agreed upon by and between HATTIESBURG, and SMPDD, shall be incorporated in written amendments to this AGREEMENT. This agreement may be amended only through a written agreement signed by all parties.

IV. Record Retention

SMPDD will maintain all project records for a minimum of three years after the project is closed-out, and/or until such time as any outstanding legal matters, monitoring findings or audit exceptions are reconciled or satisfied.

V. State/Federal Access to Records and Right to Audit

SMPDD will allow authorized representatives of the U.S. Department of Commerce and/or the Comptroller General of the United States access to and the right to inspect, copy, audit, and examine all such books, records, and other documents until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

COMPENSATION

I. Fees

- A. This AGREEMENT is on a fee basis and includes time and expenses. Under this AGREEMENT, all invoices generated by SMPDD in the administration of HATTIESBURG'S EDA grant, will be compensated for by HATTIESBURG, in the total amount of \$25,000.00 for administration services, as allowed under the EDA grant.

II. Total Compensation and Time-Frame for Completion of Agreement

- A. For budgeting purposes, the following provisions are made: The maximum compensation payable to SMPDD under the provisions of this AGREEMENT for project administration is twenty-five thousand dollars (\$25,000.00) and the maximum time allowed for completion of this AGREEMENT is forty-five (45) months from the date of award approval from EDA. If either the maximum compensation is incurred as invoiced by SMPDD or the maximum time has elapsed for completion of services by SMPDD, this AGREEMENT shall be terminated or amended at the agreement of HATTIESBURG and SMPDD as provided herein.
- B. Notwithstanding the above, SMPDD shall not invoice HATTIESBURG the maximum compensation payable under this AGREEMENT until SMPDD has completed the services required by the grant.
- C. SMPDD will invoice HATTIESBURG not more often than once every quarter.

FEDERAL STANDARDS PROVISIONS

The following federal provisions will be adhered to by the SMPDD:

I. Equal Employment Opportunity

During the performance of this AGREEMENT, SMPDD agrees as follows:

- A. SMPDD will not discriminate against any employee or applicant for employment because of age, disability, race, creed, sex, color, or national origin. SMPDD will take

affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, disability, race, creed, sex, color, 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. SMPDD agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. SMPDD will, in all solicitation or advertisements for employees placed by or on behalf of SMPDD, state that all qualified applicants will receive consideration for employment without regard to age, disability, race, creed, color, sex, or national origin.
- C. SMPDD will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this AGREEMENT so that such provision will be binding upon each subcontractor, providing that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

II. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

III. Interest of Members of HATTIESBURG

No member of the governing body of HATTIESBURG and no other officer, employee, or agency of HATTIESBURG, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this AGREEMENT; and SMPDD shall take appropriate steps to assure compliance.

IV. Interest of Other Local Public Officials

No members of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this AGREEMENT; and SMPDD shall take appropriate steps to assure compliance.

V. Interest of SMPDD and Employees

SMPDD covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any interest which would conflict in any manner or degree with the performance of this service hereunder. SMPDD further covenants that, in the performance of this AGREEMENT, no persons having any such

interest shall be employed.

AGREEMENT

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of this the_____ day of _____, in the year of 2019.

**Toby Barker, Mayor
City of Hattiesburg**

**Leonard Bentz II
Executive Director
Southern Mississippi Planning and
Development District - SMPDD**

**Allison B. Hawkins
Economic Workforce Development
Director
Southern Mississippi Planning and
Development District - SMPDD**



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 6, 2019

Re: Approve Lighting Agreement with Mississippi Power to provide additional lighting in the East Jerusalem Enhancement Area for a monthly cost increase of \$677.18 and authorize the Mayor to execute the same.
File Number: 2019-7
Minute Book #

Summary

Approve lighting agreement with Mississippi Power to provide additional lighting in the East Jerusalem Enhancement Area for a monthly cost increase of \$677.18.

Recommendation Statement

This agreement will remove 153 Cobra Head fixtures and 5 wood poles and install 172 LED fixtures (90 watt).

City Engineer recommends approval.

Please place this on the August 6, 2019 City Council meeting for consideration.

DATE: 7/29/19

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 59841-82000

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

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

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

DATE MAIL/EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL). Developer understands and agrees that OL provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	<u>Remove - 148</u>	<u>East Jerusalem Enhancement Area</u>
150 WATT HPS	<u>Remove - 5</u>	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	<u>Install - 172</u>	_____
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
<u>40 ft wood poles</u>	<u>Remove - 4</u>	_____
<u>40 W LED</u>	<u>Remove - 1</u>	<u>Monthly increase \$677.18</u>
_____	_____	_____

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

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

AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 6, 2019

Re: Approve Lighting Agreement with Mississippi Power to provide additional lighting in the Vickers Estate Area for a monthly cost increase of \$44.40, and an upfront cost of \$1,593.30 and authorize the Mayor to execute the same.
File Number: 2019-8
Minute Book #

Summary

Approve lighting agreement with Mississippi Power to provide additional lighting in the Vickers Estate Area for a monthly cost increase of \$44.40, and an upfront cost of \$1,593.30.

Recommendation Statement

his agreement will remove 2 Cobra Head fixtures and install 3 LED fixtures (90 watt) and 1 20 ft. pole.

City Engineer recommends approval.

Please place this on the August 6, 2019 City Council meeting for consideration.

DATE: 7/29/19

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 59841-82000

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

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

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

DATE MAIL/EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL). Developer understands and agrees that OL provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	<u>Remove - 2</u>	<u>Vickers Estate</u>
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	<u>Install - 3 \$12.47</u>	<u>At entrance</u>
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
<u>20 ft Alum pole Black</u>	<u>1 - 1 \$10.01</u>	<u>Monthly increase \$44.40</u>
_____	_____	<u>Upfront cost to bore, install new pole and fixture (120 ft) \$1593.30</u>

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

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

AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 6, 2019

Re: Approve Lighting Agreement with Mississippi Power for additional lighting in the Alley between South 22nd and 23rd Avenues for an additional monthly cost of \$65.49 and authorize the Mayor to execute the same.
File Number: 2019-12
Minute Book #

Summary

Approve lighting agreement with Mississippi Power for additional lighting in the Alley between South 22nd and 23rd Avenues for an additional monthly cost of \$65.49.

Recommendation Statement

This agreement will remove one existing fixture and install 6 LED (90 Watt) fixtures on existing poles. Engineer recommends approval.

Please place this on the August 6, 2019 City Council meeting for consideration.

DATE: 7/29/19

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 59841-82000

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

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

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

DATE MAIL/EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL). Developer understands and agrees that OL provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	<u>Remove - 1 OB</u>	<u>Ally between S 22nd and S 23rd Ave from Adeline St to Mamie St</u>
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	<u>Install - 6</u>	_____
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
_____	_____	_____
_____	_____	<u>Monthly increase \$65.49</u>
_____	_____	<u>Using existing poles</u>

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

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

AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 6, 2019

Re: Approve Payment Application No. 6 and Final from C.B. Developers for the Comprehensive Water Improvements Phase V Project; Approve final acceptance of said project.
File Number: 2019-39
Minute Book #

Summary

Approve Payment Application No. 6 and Final from C.B. Developers for the Comprehensive Water Improvements Phase V Project; Approve final acceptance of said project.

Recommendation Statement

This is the closeout package for the referenced project.

Engineer recommends approval.

Please place this on the August 6, 2019 City Council meeting for consideration.



Engineering Progress

July 24, 2019

City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403-1898

Attn: Lamar Rutland, P.E.

**RE: Comprehensive Water Improvements – Phase V
City of Hattiesburg**

Dear Mr. Rutland:

This is to certify the above referenced project has been completed in accordance with the previously approved plans and specifications.

Enclosed are the following documents:

1. The final estimate no. 6 for the contractor in the amount of \$136,483.68
2. Contractor's Affidavit of Release of Liens
3. Contractor's Affidavit of Payment of Debts
4. Consent of Surety to final Payment
5. Warranty Letters
6. Substantial Completion Letter

Please do not hesitate to contact me should you have questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Wallace', written over a horizontal line.

Kyle D. Wallace, P.E.
Project Engineer

/mt

Enclosures

RECEIVED
7/24/19

三

Not Applicable

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS	\$ -	\$ -
NET CHANGE BY CHANGE ORDERS	\$	-

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 7/16/2019

EJCDC No. C-620 (2002 Edition)

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1/26/2018	Ending: 1/30/2019	Application Date: 16-Jul-19
IS, INC.		Via (Engineer): SHOWS, DEARMAN & WAITTS, INC.
o.:		Engineer's Project No.:

- | | | |
|--|-----------------|-------------------|
| 1. ORIGINAL CONTRACT PRICE | \$ | 1,143,728.04 |
| 2. Net change by Change Orders | \$ | - |
| 3. CURRENT CONTRACT PRICE (LINE 1 + 2) | \$ | 1,143,728.04 |
| 4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates) | \$ | 1,080,707.80 |
| 5. RETAINAGE: | | |
| a. 5.0 % x Work Completed | \$ | - |
| b. 5.0% x Stored Material | \$ | - |
| c. Total Retainage (line 5a + line 5b) | \$ | - |
| 6. AMOUNT ELIGIBLE TO DATE (line 4 - line 5c) | \$ | 1,080,707.80 |
| 7. LESS PREVIOUS PAYMENTS (line 6 from prior Application) | \$ | 944,224.12 |
| 8. AMOUNT DUE THIS APPLICATION | FINAL \$ | 136,483.68 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE | | |

(Column G on Progress Estimate + Line 5 above)	\$	205,637.38
--	----	-----------------------

Payment of

\$136,483.68

(Line 8 or other - attach explanation of other amount)

Is recommended by:

(Engineer

\$136,483.68

(Line 8 or other - attach explanation of other amount)

Is approved by

(Owner

Is approved by

Owner

Approved by:

(Funding Agency, if applicable)

{Date

Progress Estimate

Contractor's Application

For (contract):				Application Number:						
COMPREHENSIVE WATER IMPROVEMENTS PHASE 5				6						
Application Period: 5/26/2018 TO 1/30/2019				Application Date: 16-Jul-19						
	A		B	C	D	E	F	G		
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B-F)
Site 1-US 49 N & Blackwell Blvd										
WATER PIPE ITEMS										
1	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	1240.0	\$ 21.61	\$ 26,796.40	1,240	\$ 26,796.40	\$0.00	\$ 26,796.40	100%	\$ -
2	8" CLASS 350 DUCTILE IRON WATER PIPE (BORED)(NO CASING	160.0	\$ 43.45	\$ 6,952.00	260	\$ 11,297.00	\$0.00	\$ 11,297.00	163%	\$ (4,345.00)
3	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	4390.0	\$ 31.38	\$ 137,758.20	4,010	\$ 125,833.80	\$0.00	\$ 125,833.80	91%	\$ 11,924.40
4	12" CLASS 350 DUCTILE IRON WATER PIPE (BORED)(NO CASIN	380.0	\$ 67.39	\$ 25,608.20	460	\$ 30,999.40	\$0.00	\$ 30,999.40	121%	\$ (5,391.20)
5	16" HDPE (DR9)(OPEN CUT)(INCL. ADAPTER FITTINGS)	60.0	\$ 113.22	\$ 6,793.20	-	\$ -	\$0.00	\$ -	0%	\$ 6,793.20
6	16" HDPE (DR9)(BORED)(NO CASING)(INCL. ADAPTER FITTING	860.0	\$ 124.87	\$ 107,388.20	-	\$ -	\$0.00	\$ -	0%	\$ 107,388.20
6a	22" HDPE (DR13.5) CASING (BORED)	260.0	\$ 148.77	\$ 38,680.20	-	\$ -	\$0.00	\$ -	0%	\$ 38,680.20
7	24" STEEL CASING, 0.375"WT (OPEN CUT)	40.0	\$ 85.80	\$ 3,432.00	40	\$ 3,432.00	\$0.00	\$ 3,432.00	100%	\$ -
8	24" STEEL CASING, 0.250"WT (BORED)	400.0	\$ 160.72	\$ 64,288.00	500	\$ 80,360.00	\$0.00	\$ 80,360.00	125%	\$ (16,072.00)
9	10" HDPE (DR9)(BORED)(NO CASING)(INCL. ADAPTER FITTING	180.0	\$ 63.10	\$ 11,358.00	180	\$ 11,358.00	\$0.00	\$ 11,358.00	100%	\$ -
CONNECTION ITEMS										
10	CONNECTION: PROPOSED 12" WATER LINE TO EXISTING 12" V	2.0	\$ 1,381.44	\$ 2,762.88	2	\$ 2,762.88	\$0.00	\$ 2,762.88	100%	\$ -
11	CONNECTION: PROPOSED 8" DUCTILE ITORN WATE RLNE TO	1.0	\$ 2,915.08	\$ 2,915.08	1	\$ 2,915.08	\$0.00	\$ 2,915.08	100%	\$ -
12	CONNECTION: PROPOSED 8" WATER LINE TO PROPOSED 8" V	1.0	\$ 1,416.56	\$ 1,416.56	1	\$ 1,416.56	\$0.00	\$ 1,416.56	100%	\$ -
VAILE AND HYDRANT ITEMS										
13	8" GATE VALVE	0.0	\$ -	\$ -	-	\$ -	\$0.00	\$ -	#DIV/0!	\$ -
14	12" GATE VALVE	6.0	\$ 1,204.39	\$ 7,226.34	5	\$ 6,021.95	\$0.00	\$ 6,021.95	83%	\$ 1,204.39
15	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE	4.0	\$ 2,119.85	\$ 8,479.40	3	\$ 6,359.55	\$0.00	\$ 6,359.55	75%	\$ 2,119.85
MISCELLANEOUS CONSTRUCTION ITEMS										
16	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	15.0	\$ 58.54	\$ 878.10	-	\$ -	\$0.00	\$ -	0%	\$ 878.10
17	LOOSE RIP RAP, SIZE 100	20.0	\$ 60.88	\$ 1,217.60	-	\$ -	\$0.00	\$ -	0%	\$ 1,217.60
18	TEMPORARY EROSION CONTROL	1.0	\$ 585.36	\$ 585.36	1	\$ 585.36	\$0.00	\$ 585.36	100%	\$ -
19	GRASSING	1.0	\$ 3,512.14	\$ 3,512.14	1	\$ 3,512.14	\$0.00	\$ 3,512.14	100%	\$ -
TOTALS				\$ 497,126.26	\$ 356,636.36	\$0.00	\$ 356,636.36	\$ 140,489.90		

EIDOC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract):				Application Number:				6			
COMPREHENSIVE WATER IMPROVEMENTS PHASE 5				Application Date:				16-Jul-19			
Application Period: 5/26/2018 TO 1/30/2019											
A				B				C			
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (F)	(B-
20	MOBILIZATION	1.0	\$ 11,707.13	\$ 11,707.13	1	\$ 11,707.13	\$ 0.00	\$ 11,707.13	100%	\$ -	
21	MAINTENANCE OF TRAFFIC	1.0	\$ 9,951.06	\$ 9,951.06	1	\$ 9,951.06	-	\$ 9,951.06	100%	\$ -	
SITE 8--10-COMMERCE DRIVE, I-59, AND THORNHILL DRIVE											
WATER PIPE ITEMS											
1	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	60.0	\$ 21.59	\$ 1,295.40	-	\$ -	-	\$ -	0%	\$ 1,295.40	
2	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	50.0	\$ 22.37	\$ 1,118.50	35	\$ 782.95	-	\$ 782.95	70%	\$ 335.55	
3	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	2990.0	\$ 33.75	\$ 100,912.50	2,565	\$ 86,568.75	-	\$ 86,568.75	86%	\$ 14,343.75	
4	16" HDPE (DR9)(OPEN CUT)(INCL. ADAPTER FITTINGS)	380.0	\$ 75.79	\$ 28,800.20	340	\$ 25,768.60	-	\$ 25,768.60	89%	\$ 3,031.60	
5	24" STEEL CASING, 0.250" WT (BORED)	340.0	\$ 160.38	\$ 54,529.20	340	\$ 54,529.20	-	\$ 54,529.20	100%	\$ -	
CONNECTION ITEMS											
6	CONNECTION: PROPOSED 12" WATER LINE TO EXISTING 12" W	2.0	\$ 3,459.46	\$ 6,918.92	1	\$ 3,459.46	-	\$ 3,459.46	50%	\$ 3,459.46	
7	CONNECTION: PROPOSED 12" WATER LINE TO PROPOSED 6"	1.0	\$ 1,459.88	\$ 1,459.88	1	\$ 1,459.88	-	\$ 1,459.88	100%	\$ -	
8	CONNECTION: PROPOSED 6" WATER LINE TO EXISTING 6" W/A	1.0	\$ 3,768.53	\$ 3,768.53	-	\$ -	-	\$ -	0%	\$ 3,768.53	
9	CONNECTION: PROPOSED 12" WATER LINE TO PROPOSED 8"	1.0	\$ 1,503.20	\$ 1,503.20	1	\$ 1,503.20	-	\$ 1,503.20	100%	\$ -	
10	CONNECTION: PROPOSED 8" WATER LINE TO EXISTING 8" W/A	1.0	\$ 4,179.45	\$ 4,179.45	2	\$ 8,358.90	-	\$ 8,358.90	200%	\$ (4,179.45)	
11	CONNECTION: PROPOSED 12" WATER LINE TO EXISTING 8" W	1.0	\$ 3,378.68	\$ 3,378.68	-	\$ -	-	\$ -	0%	\$ 3,378.68	
VALVE AND HYDRANT ITEMS											
12	12" GATE VALVE	4.0	\$ 2,120.16	\$ 8,480.64	3	\$ 6,360.48	-	\$ 6,360.48	75%	\$ 2,120.16	
13	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE	6.0	\$ 3,896.88	\$ 23,381.28	3	\$ 11,690.64	-	\$ 11,690.64	50%	\$ 11,690.64	
MISCELLANEOUS CONSTRUCTION ITEMS											
14	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)	54.0	\$ 101.85	\$ 5,499.90	-	\$ -	-	\$ -	0%	\$ 5,499.90	
15	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	85.0	\$ 58.54	\$ 4,975.90	210	\$ 12,293.40	-	\$ 12,293.40	247%	\$ (7,317.50)	
16	CONCRETE CURB & GUTTER REPAIR (ALL TYPES)	125.0	\$ 40.97	\$ 5,121.25	11	\$ 450.67	-	\$ 450.67	9%	\$ 4,670.58	
17	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)	5.0	\$ 40.97	\$ 204.85	6.67	\$ 273.27	-	\$ 273.27	133%	\$ (68.42)	
18	TEMPORARY EROSION CONTROL	1.0	\$ 585.36	\$ 585.36	1	\$ 585.36	-	\$ 585.36	100%	\$ -	
TOTALS				\$ 774,898.09		\$ 592,379.31	\$ 0.00	\$ 592,379.31		\$ 182,518.78	

EICDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

COMPREHENSIVE WATER IMPROVEMENTS PHASE 5										Application Number: 6	
Application Period: 5/26/2018 TO 1/30/2019										Application Date: 16-Jul-19	
Pay Item	A Item Description	Bid Quantity	Unit Price	B Bid Value	C Estimated Quantity Installed	D Value	E Materials Stored (not in C)	F Total Completed and Stored to Date (D + E)	% (F)	G Balance to Finish (B - F)	
19	GRASSING	1.0	\$ 3,512.14	\$ 774,898.09	1	\$ 3,512.14	\$ 0.00	\$ 3,512.14	100%	\$ 182,518.78	
20	MOBILIZATION	1.0	\$ 8,194.99	\$ 8,194.99	1.0	\$ 8,194.99	-	\$ 8,194.99	100%	-	
21	MAINTENANCE OF TRAFFIC	1.0	\$ 5,853.57	\$ 5,853.57	1	\$ 5,853.57	-	\$ 5,853.57	100%	-	
SITE 11-US HWY 98 @WESTOVER DRIVE											
WATER PIPE ITEMS											
1	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	80.0	\$ 62.11	\$ 4,968.80	70	\$ 4,347.70	-	\$ 4,347.70	88%	\$ 621.10	
2	16" HDPE (DR9)(BORED)(NO CASING)(INCL. ADAPTER FITTINGS	180.0	\$ 126.91	\$ 22,843.80	180	\$ 22,843.80	-	\$ 22,843.80	100%	-	
3	24" STEEL CASING, 0.250"WT (BORED)	160.0	\$ 160.59	\$ 25,694.40	140	\$ 22,482.60	-	\$ 22,482.60	88%	\$ 3,211.80	
CONNECTION ITEMS											
4	CONNECTION: PROPOSED 12" WATER LINE TO EXISTING 8" W	1.0	\$ 1,654.22	\$ 1,654.22	1	\$ 1,654.22	-	\$ 1,654.22	100%	-	
5	CONNECTION: PROPOSED 12" WATER LINE TO EXISTING 12" V	1.0	\$ 3,459.46	\$ 3,459.46	1	\$ 3,459.46	-	\$ 3,459.46	100%	-	
VALVE AND HYDRANT ITEMS											
6	12" GATE VALVE	2.0	\$ 2,120.16	\$ 4,240.32	-	\$ -	-	\$ -	0%	\$ 4,240.32	
MISCELLANEOUS CONSTRUCTION ITEMS											
7	TEMPORARY EROSION CONTROL	1.0	\$ 585.36	\$ 585.36	1	\$ 585.36	-	\$ 585.36	100%	-	
8	GRASSING	1.0	\$ 585.36	\$ 585.36	1	\$ 585.36	-	\$ 585.36	100%	-	
9	MOBILIZATION	1.0	\$ 585.36	\$ 585.36	1	\$ 585.36	-	\$ 585.36	100%	-	
10	MAINTENANCE OF TRAFFIC	1.0	\$ 585.36	\$ 585.36	1	\$ 585.36	-	\$ 585.36	100%	-	
SITE 12-LINCOLN ROAD AND OAK GROVE ROAD											
WATER PIPE ITEMS											
1	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	1520.0	\$ 21.14	\$ 32,132.80	1,430	\$ 30,230.20	-	\$ 30,230.20	94%	\$ 1,902.60	
2	8" CLASS 350 DUCTILE IRON WATER PIPE (BORED)(NO CASING	540.0	\$ 43.45	\$ 23,463.00	360	\$ 15,642.00	-	\$ 15,642.00	67%	\$ 7,821.00	
3	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	2472.0	\$ 34.88	\$ 86,223.36	1,890	\$ 65,923.20	-	\$ 65,923.20	76%	\$ 20,300.16	
4	12" CLASS 350 DUCTILE IRON WATER PIPE (BORED)(NO CASIN	350.0	\$ 67.39	\$ 23,586.50	510	\$ 34,368.90	-	\$ 34,368.90	146%	\$ (10,782.40)	
5	10" HDPE (DR9)(BORED)(NO CASING)(INCL. ADAPTER FITTING	240.0	\$ 68.42	\$ 16,420.80	455	\$ 31,131.10	-	\$ 31,131.10	190%	\$ (14,710.30)	
TOTALS				\$ 1,039,487.69		\$ 844,364.63	\$ 0.00	\$ 844,364.63		\$ 195,123.06	

EOCOC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract): COMPREHENSIVE WATER IMPROVEMENTS PHASE 5				Application Number: 6				
Application Period: 5/26/2018 TO 1/30/2019		Application Date: 16-Jul-19						
	A		B	C	D	E	F	G
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)
6	Subtotal from Previous Page 16" HDPE (DR9)(BORED)(NO CASING)(INCL. ADAPTER FITTING CONNECTION ITEMS	150.0	\$ 159.67	\$ 1,039,487.69	160	\$ 844,364.63	\$ 25,547.20	\$ 844,364.63
7	CONNECTION: PROPOSED 8" WATER LINE TO PROPOSED 12" CONNECTION: PROPOSED 12" WATER LINE TO EXISTING 12" VALVE AND HYDRANT ITEMS	1.0	\$ 1,667.10	\$ 1,667.10	1	\$ 1,667.10	\$ -	\$ 1,667.10
8	CONNECTION: PROPOSED 12" WATER LINE TO EXISTING 12" VALVE AND HYDRANT ITEMS	1.0	\$ 2,243.09	\$ 2,243.09	1	\$ 2,243.09	\$ -	\$ 2,243.09
9	CONNECTION: PROPOSED 12" X 12" (TEE) VALVE AND HYDRANT ITEMS	1.0	\$ 2,234.89	\$ 2,234.89	1	\$ 2,234.89	\$ -	\$ 2,234.89
10	8" GATE VALVE	3.0	\$ 1,204.66	\$ 3,613.98	1	\$ 1,204.66	\$ -	\$ 1,204.66
11	12" GATE VALVE	6.0	\$ 2,120.16	\$ 12,720.96	5	\$ 10,600.80	\$ -	\$ 10,600.80
12	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE MISCELLANEOUS CONSTRUCTION ITEMS	10.0	\$ 3,790.77	\$ 37,907.70	8	\$ 30,326.16	\$ -	\$ 30,326.16
13	TEMPORARY EROSION CONTROL	1.0	\$ 4,682.85	\$ 4,682.85	1	\$ 4,682.85	\$ -	\$ 4,682.85
14	GRASSING	1.0	\$ 3,512.14	\$ 3,512.14	1	\$ 3,512.14	\$ -	\$ 3,512.14
15	MOBILIZATION	1.0	\$ 5,853.57	\$ 5,853.57	1	\$ 5,853.57	\$ -	\$ 5,853.57
16	MAINTENANCE OF TRAFFIC	1.0	\$ 5,853.57	\$ 5,853.57	1	\$ 5,853.57	\$ -	\$ 5,853.57
22	SITE ONE - 12" DUTILE IRON CARRIER PIPE	40.0	\$ 85.49	\$ 3,419.60	40	\$ 3,419.60	\$ -	\$ 3,419.60
23	SITE ONE - 12" DI WATER PIPE BORED	820.0	\$ 97.14	\$ 79,654.80	820	\$ 79,654.80	\$ -	\$ 79,654.80
22	SITE 8-10 - 6" DUTILE IRON WATER PIPE BORED	60.0	\$ 39.30	\$ 2,358.00	60	\$ 2,358.00	\$ -	\$ 2,358.00
23	SITE 8-10 - 12" DUCTILE IRON WATER PIPE BORED	140.0	\$ 67.39	\$ 9,434.60	140	\$ 9,434.60	\$ -	\$ 9,434.60
24	SITE 8-10 - 8" DUCTILE IRON WATER PIPE BORED	50.0	\$ 43.45	\$ 2,172.50	50	\$ 2,172.50	\$ -	\$ 2,172.50
25	SITE 8-10 - 12" DUCTILE IRON CARRIER PIPE	340.0	\$ 85.49	\$ 29,066.60	340	\$ 29,066.60	\$ -	\$ 29,066.60
26	SITE 8-10 - BLACK VINYL CHAIN LINK FENCE	1008.0	\$ 16.38	\$ 16,511.04	1,008	\$ 16,511.04	\$ -	\$ 16,511.04
0		0.0	\$ -	\$ -	-	\$ -	\$ -	\$ -
0		0.0	\$ -	\$ -	-	\$ -	\$ -	\$ -
0		0.0	\$ -	\$ -	-	\$ -	\$ -	\$ -
	TOTALS		\$	1,286,345.18		\$ 1,080,707.80	\$ 0.00	\$ 1,080,707.80
								\$ 205,637.38

EICDC No. C-620 (2002 edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
	Site 1-US 49 N & Blackwell Blvd											
	WATER PIPE ITEMS											
1	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	1240										1240
2	8" CLASS 350 DUCTILE IRON WATER PIPE (BORED)(NO CASING)	260										260
3	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	4870										4010
4	12" CLASS 350 DUCTILE IRON WATER PIPE (BORED)(NO CASING)	460					-860					460
5	16" HDPE (DR9)(OPEN CUT)(INCL. ADAPTER FITTINGS)											0
6	16" HDPE (DR9)(BORED)(NO CASING)(INCL. ADAPTER FITTINGS)											0
6a	22" HDPE (DR13.5) CASING (BORED)											0
7	24" STEEL CASING, 0.375"WT (OPEN CUT)	40										40
8	24" STEEL CASING, 0.250"WT (BORED)	500										500
9	10" HDPE (DR9)(BORED)(NO CASING)(INCL. ADAPTER FITTINGS)	180										180
	CONNECTION ITEMS											
10	CONNECTION, PROPOSED 12" WATER LINE TO EXISTING 12" WATER LINE (STRAIGHT)	2										2
11	CONNECTION, PROPOSED 8" DUCTILE TORN WATER LINE TO PROPOSED 12" HDPE WATER	1										1
12	CONNECTION, PROPOSED 8" WATER LINE TO PROPOSED 8" WATER LINE (TEE)	1										1
	VALVE AND HYDRANT ITEMS											
13	8" GATE VALVE	5										5
14	12" GATE VALVE	3										3
15	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE	11										11
	MISCELLANEOUS CONSTRUCTION ITEMS											
16	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)											0
17	LOOSE RIP RAP, SIZE 100	1										0
18	TEMPORARY EROSION CONTROL	1										1
19	GRASSING	0	1									1

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
20	MOBILIZATION											1
21	MAINTENANCE OF TRAFFIC	1										1
	SITE 8--10--COMMERCE DRIVE, I-59, AND THORNHILL DRIVE											
	WATER PIPE ITEMS											
1	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)		60				-60					0
2	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)		85				-50					35
3	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	1560	1485				-480					2565
4	16" HDPE (DR9)(OPEN CUT)(INCL. ADAPTER FITTINGS)		340									340
5	24" STEEL CASING, 0.250"WT (BORED)		340									340
	CONNECTION ITEMS											
6	CONNECTION: PROPOSED 12" WATER LINE TO EXISTING 12" WATER LINE (HOT TAP)											1
7	CONNECTION: PROPOSED 12" WATER LINE TO PROPOSED 6" WATER LINE (TEE)											1
8	CONNECTION: PROPOSED 6" WATER LINE TO EXISTING 6" WATER LINE (HOT TAP)											0
9	CONNECTION: PROPOSED 12" WATER LINE TO PROPOSED 8" WATER LINE (TEE)											1
10	CONNECTION: PROPOSED 8" WATER LINE TO EXISTING 8" WATER LINE (HOT TAP)											2
11	CONNECTION: PROPOSED 12" WATER LINE TO EXISTING 8" WATER LINE (HOT TAP)											0
	VALVE AND HYDRANT ITEMS											
12	12" GATE VALVE											3
13	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE)	1	2				2					3
	MISCELLANEOUS CONSTRUCTION ITEMS											
14	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)											0
15	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)											210
16	CONCRETE CURB & GUTTER REPAIR (ALL TYPES)											11
17	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)											6.67
18	TEMPORARY EROSION CONTROL				1							1

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
19	GRASSING											1
20	MOBILIZATION	0.5	0.5				1					1
21	MAINTENANCE OF TRAFFIC		1									1
	SITE 11-US HWY 98 @WESTOVER DRIVE											
	WATER PIPE ITEMS											
1	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)		70									70
2	16" HDPE (DR9)(BORED)(NO CASING)(INCL. ADAPTER FITTINGS)		180									180
3	24" STEEL CASING, 0.250"WT (BORED)		140									140
	CONNECTION ITEMS											
4	CONNECTION: PROPOSED 12" WATER LINE TO EXISTING 8" WATER LINE (STRAIGHT REDUCER)		1									1
5	CONNECTION: PROPOSED 12" WATER LINE TO EXISTING 12" WATER LINE (HOT TAP)		1									1
	VALVE AND HYDRANT ITEMS											
6	12" GATE VALVE											0
	MISCELLANEOUS CONSTRUCTION ITEMS											
7	TEMPORARY EROSION CONTROL				1							1
8	GRASSING						1					1
9	MOBILIZATION		0.5									1
10	MAINTENANCE OF TRAFFIC		0.5									1
	SITE 12-LINCOLN ROAD AND OAK GROVE ROAD											
	WATER PIPE ITEMS											
1	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)			120	1310							1430
2	8" CLASS 350 DUCTILE IRON WATER PIPE (BORED)(NO CASING)			60	300							360
3	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)		1080	810	0							1890
4	12" CLASS 350 DUCTILE IRON WATER PIPE (BORED)(NO CASING)		240	270								510
5	10" HDPE (DR9)(BORED)(NO CASING)(INCL. ADAPTER FITTINGS)				455							455

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
6	16" HDPE (DR9)(BORED)(NO CASING)(INCL. ADAPTER FITTINGS)			160								160
	CONNECTION ITEMS											
7	CONNECTION: PROPOSED 8" WATER LINE TO PROPOSED 12" WATER LINE (STRAIGHT)			1								1
8	CONNECTION: PROPOSED 12" WATER LINE TO EXISTING 12" WATER LINE (STRAIGHT)		1									1
9	CONNECTION: PROPOSED 12" X 12" (TEE)			1								1
	VALVE AND HYDRANT ITEMS											
10	8" GATE VALVE											1
11	12" GATE VALVE			5	1							5
12	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & OTHER FITTINGS)		1	4	3							8
	MISCELLANEOUS CONSTRUCTION ITEMS											
13	TEMPORARY EROSION CONTROL											1
14	GRASSING				1							1
15	MOBILIZATION		0.5		0.5							1
16	MAINTENANCE OF TRAFFIC		0.5		0.5							1
0		0										0
22	SITE ONE - 12" DUCTILE IRON CARRIER PIPE						40					40
23	SITE ONE - 12" DI WATER PIPE BORED						820					820
22	SITE 8-10 - 6" DUCTILE IRON WATER PIPE BORED						60					60
23	SITE 8-10 - 12" DUCTILE IRON WATER PIPE BORED						140					140
24	SITE 8-10 - 8" DUCTILE IRON WATER PIPE BORED						50					50
25	SITE 8-10 - 12" DUCTILE IRON CARRIER PIPE						340					340
26	SITE 8-10 - BLACK VINYL CHAIN LINK FENCE						1008					1008
0		0										0
0		0										0
0		0										0
0		0										0



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*

Comprehensive Water Improvements -
Phase V

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: Water Improvements

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

TO OWNER: *(Name and address)*

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

CONTRACT DATED: July 17, 2017

SURETY ☐

OTHER ☐

STATE OF: Mississippi

COUNTY OF: Forrest

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

C.B. Developers, Inc.
1716 Evelyn Gandy Pkwy, Ste 40
Hattiesburg, MS 39401

BY:

(Signature of authorized representative)

Mack Lister, Project Manager
(Printed name and title)

Subscribed and sworn to before me on this date: 7/11/2019

Notary Public:

Audrey Courtney

My Commission Expires: 10/30/2021



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G706A™ – 1994 Instructions

Contractor's Affidavit of Release of Liens

GENERAL INFORMATION

Purpose. This document is intended for use as companion to AIA Document G706™, Contractor's Affidavit of Payment of Debts and Claims.

Related Documents. This document may be used with most of AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

Use of Current Documents. Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA documents list to determine the current edition of each document.

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CHANGES FROM THE PREVIOUS EDITION

A cross reference to AIA Document A201 has been deleted to permit the use of G706A with other families of AIA documents, including construction management, interiors and design/build.

COMPLETING G706A-1994

General. The Owner-Contractor Agreement is the usual source of required information such as the contract date and the names and addresses of the Owner, Project and Contractor.

Architect's Project No. This information is typically supplied by the Architect and entered on the form by the Contractor.

Contract For. This refers to the scope of the contract, such as "General Construction" or "Mechanical Work."

Affidavit. Indicate the state and county where the Affidavit is made. This is not necessarily the same location as the Project, but should be the location where the notary is authorized to administer sworn oaths. If there are any EXCEPTIONS to the statement, these should be listed in the space provided; otherwise enter as "None." It may be a stipulation of the Contract Documents that the Owner has the right to require the Contractor to furnish a bond to cover each exception listed on the Affidavit.

Supporting Documents. The AIA does not publish a "Release or Waiver of Liens" for contractors or subcontractors because of the great diversity of releases or waivers permitted by various state mechanics lien laws. Forms for such purposes may be available from local contractors' associations or may be written with the assistance of legal counsel.

EXECUTING G706A-1994

The Notary Public should administer a sworn oath to the Contractor in reference to the written statements appearing on G706A, and should duly sign and seal this document containing the Contractor's signature. G706A should be signed by the Contractor or the Contractor's authorized representative.



AIA Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*

Comprehensive Water Improvements -
Phase V

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: Water Improvements

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

TO OWNER: *(Name and address)*

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

CONTRACT DATED: July 17, 2017

SURETY ☐

OTHER ☐

STATE OF: Mississippi

COUNTY OF: Forrest

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, Consent of Surety to Final Payment, may be used for this purpose.

Indicate attachment: ☐ Yes ☐ No

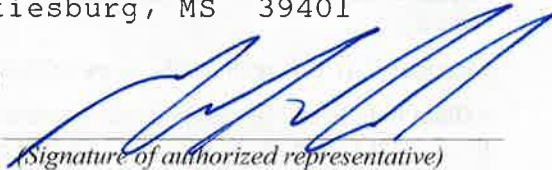
The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
3. Contractor's Affidavit of Release of Liens (AIA Document G706A™)

CONTRACTOR: *(Name and address)*

C.B. Developers, Inc.
1716 Evelyn Gandy Pkwy, Ste 40
Hattiesburg, MS 39401

BY:


(Signature of authorized representative)

Mack Lister, Project Manager
(Printed name and title)

Subscribed and sworn to before me on this date: 7/17/2019

Notary Public:



My Commission Expires: 10/30/2021



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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070609ACD42

AIA[®] Document G706[™] – 1994 Instructions

Contractor's Affidavit of Payment of Debts and Claims

GENERAL INFORMATION

Purpose. AIA Document G706[™] is intended for use when the Contractor is required to provide a sworn statement verifying that debts and claims have been settled, except for those listed by the Contractor under “EXCEPTIONS” in the document. AIA Document G706 is typically executed as a condition of final payment.

Related Documents. This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as AIA Document A201[™] and its related family of documents. G706 also requires the attachment of several supporting documents, including AIA Documents G706A[™], Contractor's Affidavit of Release of Liens, and G707[™], Consent of Surety to Reduction in or Release of Retainage.

Use of Current Documents. Prior to using any AIA Contract Document, users should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

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To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

CHANGES FROM THE PREVIOUS EDITION

A cross-reference to AIA Document A201 has been deleted to permit the use of G706 with other families of AIA documents, including Construction Management, Interiors and Design-Build.

COMPLETING G706

General. The Owner-Contractor Agreement is the usual source of required information such as the contract date and the names and addresses of the Owner, Project and Contractor.

Architect's Project No. This information is typically supplied by the Architect and entered on the form by the Contractor.

Contract For. This refers to the scope of the contract, such as General Construction or Mechanical Work.

Affidavit. Indicate the state and county where the Affidavit is made. This is not necessarily the same location as the Project, but should be the location where the notary is authorized to administer sworn oaths. If there are any EXCEPTIONS to the statement, these should be listed in the space provided; otherwise enter as “None.” It may be a stipulation of the Contract Documents that the Owner has the right to require the Contractor to furnish a bond to cover each exception listed on the Affidavit.

Supporting Documents. The AIA documents listed as attachments to the G706 form should be of the same (current) edition date as G706. The AIA does not publish a “Release or Waiver of Liens” for contractors or subcontractors because of the great diversity of releases or waivers permitted by various state mechanics lien laws. Forms for such purposes may be available from local contractors' associations or may be written with the assistance of legal counsel.

EXECUTING THE DOCUMENT

The Notary Public should administer a sworn oath to the Contractor referencing the written statements appearing on AIA Document G706, and should duly sign and seal this document containing the Contractor's signature. G706 should be signed by the Contractor or the Contractor's authorized representative.

CONSENT OF SURETY TO FINAL PAYMENT

ALA Document G707

Bond No. SU 1145471

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

TO OWNER:
(Name and address)

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Same as Below

PROJECT:
(Name and address)

CONTRACT DATED:

Comprehensive Water Improvements - Phase V

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Arch Insurance Company
Harborside 3, 210 Hudson Street Suite 300
Jersey City, NJ 07311-1107

, SURETY,

on bond of
(Insert name and address of Contractor)

C.B. Developers, Inc.
1716 Evelyn Gandy Parkway, Suite 40
Hattiesburg, MS 39401

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401



as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: May 23, 2019
(Insert in writing the month followed by the numeric date and year.)

Arch Insurance Company

(Surety)

By:

(Signature of authorized representative)

Brody Eric Buckley

Attorney-in-Fact

(Printed name and title)

Resident MS Agent Fisher Brown Bottrell Insurance, Inc.

Attest:

(Seal): Wes Price

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brody Eric Buckley

its true and lawful Attorney-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: SU 1145471

Principal: C.B. Developers, Inc.

Obligee: City of Hattiesburg

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

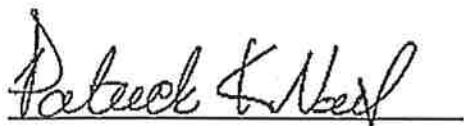
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

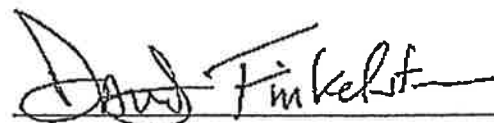
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 28th day of September, 2017.

Attested and Certified

Arch Insurance Company



Patrick K. Nails, Secretary

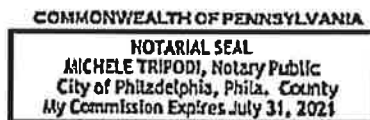



David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.




Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated September 28, 2017 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 23rd day of May, 2019.



Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



C. B. Developers, Inc.

1716 Evelyn Gandy Pkwy
Hattiesburg, MS 39401

Ph. 601-582-1600
Fax 601-583-0005

July 10, 2019

Kyle Wallace
Shows, Dearman & Waits, Inc
301 Second Avenue
Hattiesburg, MS 39401

Re: Comprehensive Water Improvements Phase V
City of Hattiesburg, MS

Gentlemen:

Pursuant to ARTICLE 25- WARRANTY AND GUARANTEE, etc., in General Conditions, C.B. Developers, Inc. herewith invokes a One Year Warranty on the above referenced project beginning August 8, 2018 and ending August 8, 2019. This warranty includes all materials and work performed on the above referenced project.

Respectfully,



Mack Lister – Project Manager
C.B. Developers, Inc.

C. B. Developers, Inc.

1716 Evelyn Gandy Pkwy
Hattiesburg, MS 39401

Ph. 601-582-1600
Fax 601-583-0005

July 16, 2019

Kyle Wallace
Shows, Dearman & Waits, Inc
301 Second Avenue
Hattiesburg, MS 39401

Re: Comprehensive Water Improvements Phase V
City of Hattiesburg, MS

Gentlemen;

Pursuant to ARTICLE 25- WARRANTY AND GUARANTEE, etc., in General Conditions, C.B. Developers, Inc. herewith invokes a One Year Warranty on the above referenced project beginning August 8, 2018 and ending August 8, 2019. This warranty includes all materials and work performed on the above referenced project.

Respectfully,



Mack Lister – Project Manager
C.B. Developers, Inc.

C. B. Developers, Inc.

1716 Evelyn Gandy Pkwy
Hattiesburg, MS 39401

Ph. 601-582-1600
Fax 601-583-0005

August 22, 2018

Kyle Wallace
Shows, Dearman & Waits, Inc
301 Second Avenue
Hattiesburg, MS 39401

Re: Comprehensive Water Improvements Phase V
City of Hattiesburg, MS

Gentlemen:

We would like to request substantial completion on the above project starting on the 8th day of August 2018. The project is able to be used for its intended use.

Respectfully,



Mack Lister – Project Manager
C.B. Developers, Inc.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 6, 2019

Re: Approve an Agreement with Moore and Moore Properties, Inc. for the collection and treatment of Domestic Wastewater and authorize the Mayor to execute the same.
File Number: 2019-38
Minute Book #

Summary

Approve Agreement with Moore and Moore Properties, Inc. for the collection and treatment of Domestic Wastewater; Authorize Mayor to execute same.

Recommendation Statement

This is an agreement to accept wastewater from a business outside the city limits.

City Engineer recommends approval.

Please place this on the August 6, 2019 City Council meeting for consideration.

AGREEMENT

THIS AGREEMENT, entered into on the day and date hereinafter provided by and between the CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation hereinafter referred to as "Hattiesburg" and Moore and Moore Properties Inc, hereinafter referred to as "Business" for the purpose of setting forth the terms, conditions and covenants under and consistent with which Hattiesburg will receive Domestic Wastewater flow from Business into Hattiesburg's wastewater collection system and treatment facility, and to provide for payment of Hattiesburg's conveyance and treatment charges.

ARTICLE I

Definitions

Section 1.01. DEFINITIONS OF TERMS. Terms and expressions used in this Agreement, including the preamble hereof, shall have the meaning set forth in this Article:

- (a) "*Domestic wastewater*" means liquid and water-carried waste discharge from sanitary conveniences of dwellings, business buildings, institutions and the like, as distinct from wastes in industrial waste.
- (b) "*Fiscal year*" means the twelve (12) month period beginning October 1 of each year.
- (c) "*Hattiesburg*" means the City of Hattiesburg, Mississippi, a municipal corporation.
- (d) "*Industrial waste*" means the liquid and water born wastes from industrial processes as distinct from wastes in Domestic Wastewater.
- (e) "*Month*" means calendar month.
- (f) "*Operation and maintenance expense*" means the current expense paid or accrued in the operation, maintenance, and ordinary repair of the wastewater treatment facility and wastewater collection system of Hattiesburg and shall include, without limitation on the generality of the foregoing, capital expenditures, insurance premiums and administrative expenses of Hattiesburg and such other reasonable and necessary current expenses relating to the wastewater treatment facility and wastewater collection system, as shall be in accordance with sound accounting practices, but shall not include any allowance for depreciation.
- (g) "*Person*" means and includes the state of Mississippi, a public agency as defined herein, or any municipal entity, town or political subdivision of governmental agency of the State of Mississippi or the United States of America, or any individual, co-partnership, association, firm, trust, State or any other entity whatsoever.
- (h) "*Point of entry*" means the point at which wastewater enters Hattiesburg's wastewater collection system.
- (i) "*Wastewater*" means Domestic Wastewater.

- (j) *“Wastewater collection system”* means the array of wastewater pipes, manholes, and pump stations which function to transport wastewater from service sources to a wastewater treatment facility.
- (k) *“Wastewater treatment facility”* means the facility of Hattiesburg for treatment and disposal of wastewater, situated in Forrest County, Mississippi, as such facility now exists and as it may be hereinafter improved and/or expanded by Hattiesburg.

ARTICLE II

Discharge of Wastewater, Title, and Metering

Section 2.01. **DISCHARGE.** Business shall have permission to discharge Domestic Wastewater into Hattiesburg’s wastewater collection system from Business. Only one structure will be allowed to discharge into Point of Entry as described below. If additional structures desire to connect to the City of Hattiesburg a new contract will be required.

Section 2.02. **POINT OF ENTRY.** Business shall discharge its Domestic Wastewater through a point or points of entry designated by Hattiesburg. Hattiesburg hereby designates the following as the Point of Entry, to which Business agrees:

Existing Manhole Located At 4th Street And Crosscreek Parkway - see Attached.

Section 2.03. **CONVEYANCE TO POINT OF ENTRY.** It shall be the sole responsibility of Business, including any liability incurred in connection therewith, to convey such wastewater to the Point of Entry through Business’s disposal system to Hattiesburg’s wastewater collection system, said Point of Entry specifically to be the Point of Entry designated and agreed to above. Business shall have sole maintenance responsibility for the sewer pipe and facilities running and existing between Business’s property, as defined in attached exhibit, and the Point of Entry, which is the existing municipally maintained wastewater collection point or facility. Hattiesburg reserves the right to inspect Business’s disposal system for irregularities that could result in inadmissible discharges into Hattiesburg’s system including inflow/infiltration, grease, and industrial waste. Hattiesburg shall have no maintenance responsibilities for Business’s sewer pipe and facilities. Hattiesburg shall only be responsible for maintenance at the Point of Entry, as defined above.

Section 2.04. **TITLE TO WASTEWATER AND RESPONSIBILITY THEREFORE.** Title to wastewater discharged hereunder shall remain in Business to Point of Entry and, upon passing through Point of Entry, title thereto and all effluent therefrom shall pass to Hattiesburg. Business agrees to save and hold Hattiesburg harmless from all claims, demands and causes of action which may be asserted by any person on account of the reception of Domestic Wastewater while title thereto remains in Business. Provided, however, that any administrative charge or assessment against Hattiesburg resulting from the operation of Business’s disposal system shall be deemed an expense of and charged to Business regardless of whether title to the Domestic Wastewater giving rise to any such charge against Hattiesburg has vested in Hattiesburg. Business shall be advised of and have the right to contest any charge or assessment made by any charging agency.

This covenant is not made for the benefit of any third party. Hattiesburg takes responsibility as between the parties hereto for the proper reception and ultimate treatment and disposal of such wastewater

received by it from Point of Entry; provided, however, that the wastewater meets applicable Federal and State standards and restrictions.

The parties understand and agree that the sewer pipe and facilities running and existing between Business's property, as defined in attached exhibit, and the Point of Entry, as defined above, is the exclusive property of Business and neither Hattiesburg nor any third party shall have any right whatsoever to connect or tie into such pipe or facilities.

Section 2.05. **METERING.** At Point of Entry into Hattiesburg's wastewater collection system, the necessary equipment and device of standard type for measuring properly all of Business's Domestic Wastewater shall be installed, operated and maintained by Business. Such meter shall be an automatic meter reading (AMR) meter specified by the City to be compatible with the City's automated system and shall be the property of Business. Hattiesburg and Business shall have access to such metering equipment at all reasonable times for inspection and examination. Meters shall be calibrated annually at the end of the fiscal year, at the Business's expense with certified calibration report submitted to the City for verification. If for any reason a meter is out of service or out for repair, or if, upon any test, the percentage of accuracy of any meter is found to be ten percent (10%) or more, plus or minus, registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such a time is ascertainable, and if such a time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months. The out of service or malfunctioning meter shall be repaired by the Business within four weeks of detection of malfunction.

Section 2.06. **UNIT OF MEASUREMENT.** The unit of measurement for wastewater delivery hereunder shall be one thousand (1,000) gallons, U.S. Standard Liquid Measure

ARTICLE III

Comprehensive Sewer Use Provisions

Section 3.01. **ADMISSIBLE DISCHARGES.** Business agrees that wastewater discharge from its system into Hattiesburg's wastewater collection system shall be of such quality that:

- (a) Effluent thereof shall not be in violation of and shall fully comply with Chapter 21, Section 24, of Hattiesburg's Code of Ordinances, a copy of which is attached hereto and made a part hereof; and
- (b) Effluent thereof meets the then current standards of the State Department of Environmental Quality and the United States Environmental Protection Agency and any other governmental body having a legal authority to set standards for such effluent; and
- (c) Hattiesburg's wastewater treatment facility or wastewater collection system lines are not damaged to the extent to cause unnecessary repairs or replacement or increased operation and maintenance expenses.
- (d) Stormwater inflow or infiltration in any appreciable amount is not introduced into the effluent stream.

Section 3.02. COMPREHENSIVE SEWER USE PROVISIONS. Business shall adopt, maintain and impose upon its users such rules and regulations as are necessary to insure compliance with Section 3.01 to the same extent as would be imposed by an appropriate Ordinance of Hattiesburg if such a user were located within the jurisdiction of Hattiesburg.

Section 3.03. INDUSTRIAL WASTE. Business shall not allow the discharge of any industrial waste into its sewer system without written consent of Hattiesburg. Before any such consent may be given, the industry shall file with Hattiesburg a statement showing the average analysis of the industrial waste it wishes to discharge. No consent for the discharge of industrial waste will be given by Hattiesburg if such waste does not pass through an inspection manhole located so as to be accessible at all times to inspectors of Hattiesburg and Business. Business shall insure that its collection system is protected from illicit third party discharging, including industrial or septic tank discharges. If inspection indicates that damage may be resulting from the discharge, Business shall be responsible to Hattiesburg for any such damages, payable immediately upon determination of the amount involved by the parties.

Section 3.04. TESTING. Business shall allow Hattiesburg access to its system at any accessible point for purposes of taking samples of Business's wastewater for analysis to insure compliance with ARTICLE III of this agreement. The results of such analysis will be made available to Business at its request.

ARTICLE IV

Payments, Structure Limitations, and Annual Adjustments

Section 4.01 INITIATION FEE. Business will pay to the City of Hattiesburg a sum of \$3,000 upon execution of said agreement.

Section 4.02 CONNECTION FEES. Business shall pay to the City of Hattiesburg a connection fee in the amount of \$500.00

Section 4.03 RATE. Business shall pay to Hattiesburg for conveyance and treatment of its wastewater a rate per thousand gallons equal to double the current sewer rate paid by customers within the corporate limits of the City as set by the Mayor and Council of the City of Hattiesburg. Rates will be adjusted annually in accordance with any rate changes that the City of Hattiesburg may impose on its customer base.

ARTICLE V

Effective Date, Term of Agreement, and Miss. Public Service Commission Approval

Section 5.01. EFFECTIVE DATE. This agreement shall become effective as of _____ and as of that date this Agreement shall constitute the sole and only Agreement between Hattiesburg and Business as to matters contained herein.

Section 5.02. TERM OF AGREEMENT. This Agreement shall be in force and effect from _____, and shall continue in effect from year to year unless either party hereto shall give not less than six (6) months' notice in writing to the other that this Agreement shall no longer be in force and effect; however, in no instance shall this Agreement terminate earlier than the end of any fiscal year. **Business understands and acknowledges that a subsequent Council of the City of Hattiesburg may void this Agreement since the current Council of the City of Hattiesburg cannot legally bind a subsequent Council.**

Section 5.03. BREACH. This Agreement may be terminated by either party for a material breach of the Agreement by the other party. The failure to perform any of the requirements as set forth in Section 2.05, Section 3.01. Section 3.03 and Section 3.04 shall constitute a material breach of this agreement. Failure to perform these listed Sections is not intended to be all inclusive or exhaustive of what constitute a material breach. Further, the failure of either party to exercise their right to declare an act a material breach shall not constitute a waiver of that right. In the event of termination under this provision, the party terminating shall give written notice by mail to the other party at their principal place of business and termination shall be effective on the date specified, but no earlier than 30 days from the date such written notice is deemed received pursuant to the provisions on mailed notice in this agreement. In case of termination, all obligations that are still executory on both sides are discharged as of the effective date of the termination. However, rights based on prior breach or prior performance, the indemnification provisions, and the records retention provisions shall survive.

Section 5.04 APPROVAL. Prior approval from Mississippi Department of Environmental Quality for transmission of waste water is required prior to signing of this contract.

Any change or amendment of this agreement will be subject to future written amendment signed by both parties.

WITNESS THE SIGNATURES of the parties on duplicate originals, on this the ____ day of _____, A.D. _____

ATTEST:

City Clerk: Kermas Eaton

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
MAYOR: Toby Barker



ATTEST:

Witness:

Courtney K. Gartman

By: _____
Managing Member:

ATTACHMENTS:

- Legal description of Business's property
- Chapter 21, Section 24, of Hattiesburg's Code of Ordinances



CASH ONLY IF ALL CHECKLOCK™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

MOORE & MOORE PROPERTIES, INC.
10 COMMERCIAL WAREHOUSE DRIVE
HATTIESBURG, MS 39402

PriorityOne Bank
HATTIESBURG, MS 39404
85-230/653

3709

7/9/2019

PAY TO THE ORDER OF City of Hattiesburg

\$ **3,500.00

Three Thousand Five Hundred and 00/100***** DOLLARS

PROTECTED AGAINST FRAUD

City of Hattiesburg

MEMO

⑈003709⑈ ⑆065302303⑆ ⑈■■■■■■■■

MOORE & MOORE PROPERTIES, INC.

3709

City of Hattiesburg

7/9/2019

Initiation Fee for 4th street sewer agreement
Connection Fee for 4th street sewer

3,000.00
500.00

Priority One Checking

3,500.00

RECEIVED
7/15/19

Details on Back
Intuit® CheckLock™ Secure Check

NW CORNER
SE1/4-SE1/4
SEC. 03, T4N, R14W,
LAMAR CO. MS.
POC

PURPOSED SITE PLAN FOR: CHRIS MOORE

NOTES

- SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE OPINION. DOCUMENTS REVIEWED ARE NOTED ON PLAT. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT MAY AFFECT THIS SURVEYED PARCEL.
- NO RECORD RESEARCH CONDUCTED FOR EASEMENTS OF ANY KIND.
- ALL POWER LINES LOCATED BY FIELD MEASUREMENTS ONLY.
- SUBSURFACE OR ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS PART OF THIS SURVEY.
- ANY SIZE PAPER OTHER 11 X 17 INCHES IS NOT TO SCALE.

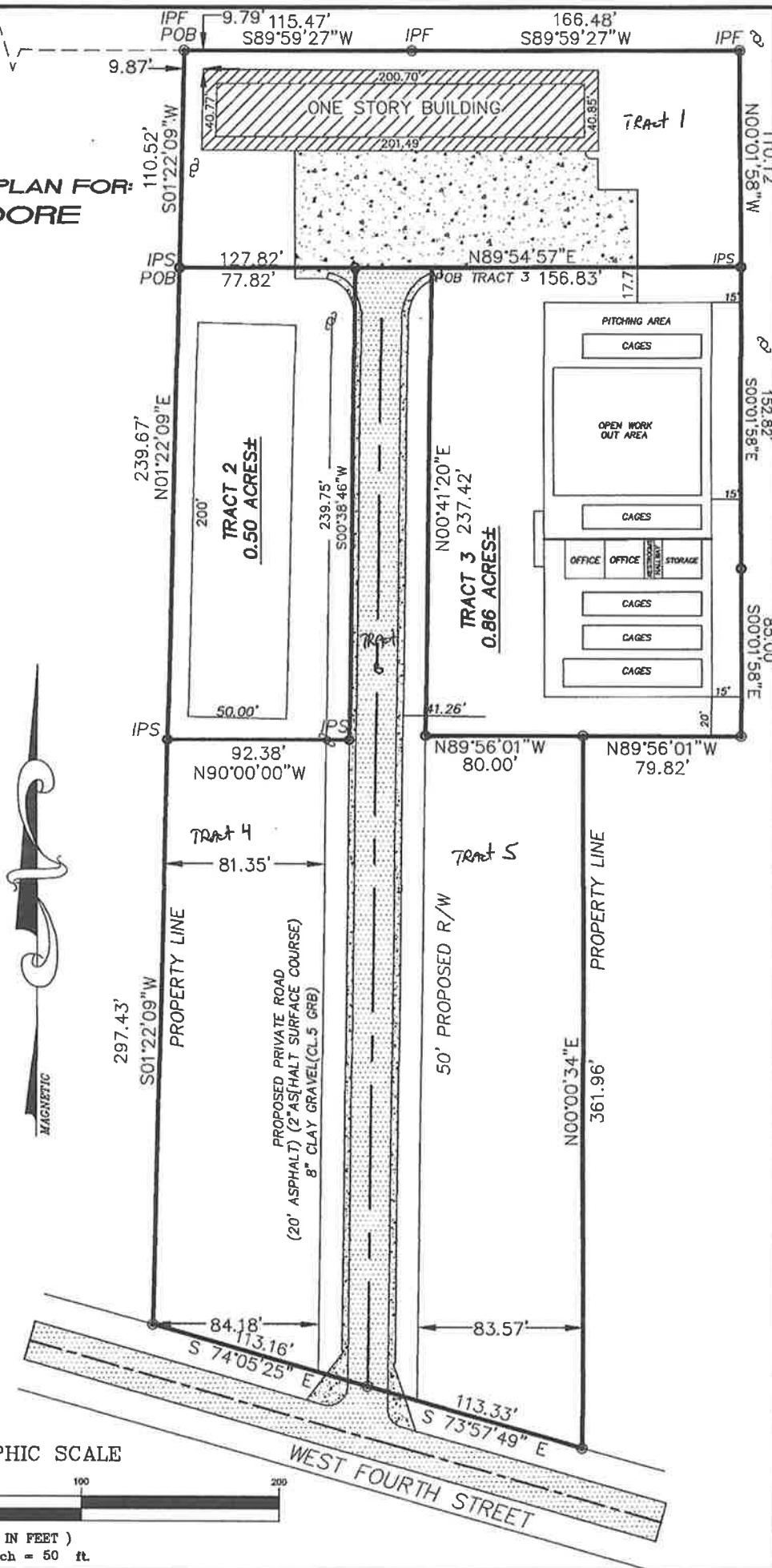
LEGEND

- △ - FOUND FENCE CORNER
- - FOUND PIPE
- ⊙ - POWER POLE
- - FOUND IRON PIN
- - SET IRON PIN
- POC - POINT OF COMMENCEMENT
- POB - POINT OF BEGINNING

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.



FILED

2010 JUN 8 AM 8 32

WAYNE SMITH
CHANCERY CLERK

Prepared by and Return to:

Perry W. Phillips, MSB #9424, Jay Rodgers, MSB #100166, Perry W. Phillips, PLLC
P.O. Box 1978, Purvis, MS 39475 Phone: 601-264-3500

INDEXING INSTRUCTIONS: SE ¼ of the SE ¼ of Section 3, Township 4 North, Range 14
West, Lamar County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF LAMAR

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MOORE & MOORE PROPERTIES, INC., a Mississippi Corporation, P.O. Box 86, Sumrall, MS 39482, (601) 543-5118** the grantor herein, does hereby grant, bargain, sell, convey and warrant all of my right, title and interest unto **MOORE & MOORE PROPERTIES, INC., a Mississippi Corporation, 28 Commercial Warehouse Drive Ste. 1, Hattiesburg, MS 39402 (601) 543-5118**, the Grantee herein, the following described property situated in Lamar County, Mississippi, to-wit:

TRACT 6

Commence at the NW Corner of the SE ¼ of the SE ¼ of Section 3, Township 4 North, Range 14 West, Lamar County, Mississippi, and run East 353.05' to a found rebar, thence run S01°22'09"W 350.19' to a set rebar, thence run N88°57'16"E 130.72' for the Point of Beginning, thence run S00°41'20"W 337.93' to a set rebar on the North margin of West Fourth Street, thence run N74°00'54"W 43.67' along said North margin of West Fourth Street to a set rebar, thence run N01°22'29"E 323.09' to a set rebar, thence run

N00°38'46"E 239.75' to a set rebar, thence run N89°54'57"E 38.47' to a set rebar, thence run S00°41'20"W 237.42' to the point of beginning

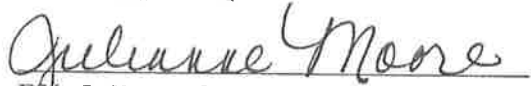
Subject to any Covenants, Restrictions and easements affecting the subject property which may be of record in the office of the Chancery Clerk of Lamar County, Mississippi.

Subject to any and all easements for public roads and public utilities as presently laid out, constructed or in use.

Said conveyance is subject to any and all prior reservations and/or conveyances of the oil, gas and other minerals in, on and under the subject property.

WITNESS MY signature on this the 14th day of May, A.D., 2010.

MOORE & MOORE PROPERTIES, INC, a
Mississippi Corporation


BY: Julianne Moore
ITS: President

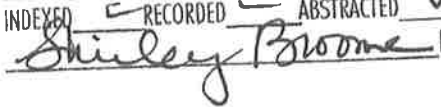
STATE OF MISSISSIPPI
COUNTY OF LAMAR

PERSONALLY appeared before me the undersigned authority in and for the said county and state, on the 14th day of May, 2010, within my jurisdiction, the within named Julianne Moore, who acknowledged that she is President of Moore & Moore Properties, Inc., and that for and on behalf of the said corporation, and as its act and deed, she executed the above and foregoing Warranty Deed for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

My Commission Expires:



i:\WD\Moore Properties Tract 6

CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH • CHANCERY CLERK
LD BOOK 21-E PAGE 190
INDEXED ☒ RECORDED ☒ ABSTRACTED ☒
 D.C.



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FILED

2010 JUN 8 AM 8 32

WAYNE SMITH
CHANCERY CLERK

Prepared by and Return to:

Perry W. Phillips, MSB #9424, Jay Rodgers, MSB #100166, Perry W. Phillips, PLLC
P.O. Box 1978, Purvis, MS 39475 Phone: 601-264-3500

INDEXING INSTRUCTIONS: **SE ¼ of the SE ¼ of Section 3, Township 4 North, Range 14 West, Lamar County, Mississippi.**

**STATE OF MISSISSIPPI
COUNTY OF LAMAR**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MOORE & MOORE PROPERTIES, INC., a Mississippi Corporation, P.O. Box 86, Sumrall, MS 39482, (601) 543-5118** the grantor herein, does hereby grant, bargain, sell, convey and warrant all of my right, title and interest unto **MOORE & MOORE PROPERTIES, INC., a Mississippi Corporation, 28 Commercial Warehouse Drive Ste. 1, Hattiesburg, MS 39402, (601) 543-5118**, the Grantee herein, the following described property situated in Lamar County, Mississippi, to-wit:

TRACT 5:

Commence at the NW Corner of the SE ¼ of the SE ¼ of Section 3, Township 4 North, Range 14 West, Lamar County, Mississippi, and run East 353.05' to a found rebar, thence run S01°22'09"W 350.19' to a set rebar, thence run N88°57'16"E 130.72' for the Point of Beginning, thence run S00°41'20"W 337.93' to a set rebar on the North Margin of West Fourth Street, thence run S73°57'49"E 87.41' along said North Margin to a found rebar, thence run

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N00°00'34"E 361.96' to a set rebar, thence run N89°56'01"W 80.00' to the Point of Beginning. All containing 0.66 acres more or less.

AND ALSO: A perpetual non-exclusive easement for the purpose of ingress and egress to and from a paved public road more particularly described as follows to wit: commence at the NW Corner of the SE ¼ of the SE ¼ of Section 3, Township 4 North, Range 14 West, Lamar County, Mississippi, and run East 353.05' to a found rebar, thence run S01°22'09"W 350.19' to a set rebar, thence run N88°57'16"E 130.72' for the Point of Beginning, thence run S00°41'20"W 337.93' to a set rebar on the North margin of West Fourth Street, thence run N74°00'54"W 43.67' along said North margin of West Fourth Street to a set rebar, thence run N01°22'29"E 323.09' to a set rebar, thence run N00°38'46"E 239.73' to a set rebar, thence run N89°54'57"E 38.47' to a set rebar, thence run S00°41'20"W 237.42' to the point of beginning of said easement.

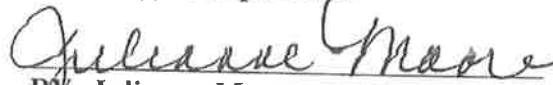
Subject to any Covenants, Restrictions and easements affecting the subject property which may be of record in the office of the Chancery Clerk of Lamar County, Mississippi.

Subject to any and all easements for public roads and public utilities as presently laid out, constructed or in use.

Said conveyance is subject to any and all prior reservations and/or conveyances of the oil, gas and other minerals in, on and under the subject property.

WITNESS MY signature on this the 14th day of May, A.D., 2010.

MOORE & MOORE PROPERTIES, INC, a
Mississippi Corporation



BY: Julianne Moore

ITS: President

**STATE OF MISSISSIPPI
COUNTY OF LAMAR**

PERSONALLY appeared before me the undersigned authority in and for the said county and state, on the 14th day of May, 2010, within my jurisdiction, the within named Julianne Moore, who acknowledged that she is President of Moore & Moore Properties, Inc., and that for and on behalf of the said corporation, and as its act and deed, she executed the above and foregoing Warranty Deed for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.



Julianne Moore

My Commission Expires:

i:\wd\Moore Properties, Tract 5.wd

CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
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Shirley B. Boone D.C.



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FILED

2010 JUN 8 AM 8 32

WAYNE SMITH
CHANCERY CLERK

Prepared by and Return to:

Perry W. Phillips, MSB #9424, Jay Rodgers, MSB #100166, Perry W. Phillips, PLLC
P.O. Box 1978, Purvis, MS 39475 Phone: 601-264-3500

INDEXING INSTRUCTIONS: SE ¼ of the SE ¼ of Section 3, Township 4 North, Range 14 West, Lamar County, Mississippi.

**STATE OF MISSISSIPPI
COUNTY OF LAMAR**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MOORE & MOORE PROPERTIES, INC., a Mississippi Corporation, P.O. Box 86, Sumrall, MS 39482, (601) 543-5118** the grantor herein, does hereby grant, bargain, sell, convey and warrant all of my right, title and interest unto **MOORE & MOORE PROPERTIES, INC., a Mississippi Corporation, 28 Commercial Warehouse Drive Ste. 1, Hattiesburg, MS 39402, (601) 543-5118**, the Grantee herein, the following described property situated in Lamar County, Mississippi, to-wit:

TRACT 4:

Commence at the NW Corner of the SE ¼ of the SE ¼ of Section 3, Township 4 North, Range 14 West, Lamar County, Mississippi, and run East 353.05' to a found rebar, thence run S01°22'09"W 350.19' to a set rebar for the Point of Beginning, thence run S02°22'09"W 297.43' to a found rebar on the North Margin of West Fourth Street, thence run S74°05'25"E 95.41' along said North Margin to a set rebar on the West edge of Commercial Warehouse Drive, thence

run N01°22'09"E 323.59' along said street to a set rebar, thence run West 92.38' to the Point of Beginning. All containing 0.66 acres more or less.

AND ALSO: A perpetual non-exclusive easement for the purpose of ingress and egress to and from a paved public road more particularly described as follows to wit: commence at the NW Corner of the SE ¼ of the SE ¼ of Section 3, Township 4 North, Range 14 West, Lamar County, Mississippi, and run East 353.05' to a found rebar, thence run S01°22'09"W 350.19' to a set rebar, thence run N88°57'16"E 130.72' for the Point of Beginning, thence run S00°41'20"W 337.93' to a set rebar on the North margin of West Fourth Street, thence run N74°00'54"W 43.67' along said North margin of West Fourth Street to a set rebar, thence run N01°22'29"E 323.09' to a set rebar, thence run N00°38'46"E 239.75' to a set rebar, thence run N89°54'57"E 38.47' to a set rebar, thence run S00°41'20"W 237.42' to the point of beginning of said easement.

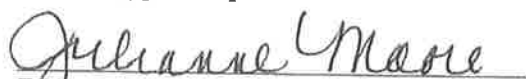
Subject to any Covenants, Restrictions and easements affecting the subject property which may be of record in the office of the Chancery Clerk of Lamar County, Mississippi.

Subject to any and all easements for public roads and public utilities as presently laid out, constructed or in use.

Said conveyance is subject to any and all prior reservations and/or conveyances of the oil, gas and other minerals in, on and under the subject property.

WITNESS MY signature on this the 14th day of May, A.D., 2010.

MOORE & MOORE PROPERTIES, INC., a
Mississippi Corporation

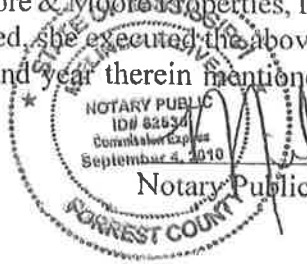


BY: Julianne Moore

ITS: President

**STATE OF MISSISSIPPI
COUNTY OF LAMAR**

PERSONALLY appeared before me the undersigned authority in and for the said county and state, on the 14th day of May, 2010, within my jurisdiction, the within named Julianne Moore, who acknowledged that she is President of Moore & Moore Properties, Inc., and that for and on behalf of the said corporation, and as its act and deed, she executed the above and foregoing Warranty Deed for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.



My Commission Expires:

i:\wd\Moore Properties.Tract 4.wd

CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH • CHANCERY CLERK
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Shirley Bloome D.C.



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FILED

2010 JUN 8 AM 8 31

WAYNE SMITH
CHANCERY CLERK

Prepared by and Return to:

Perry W. Phillips, MSB #9424, Jay Rodgers, MSB #100166, Perry W. Phillips, PLLC
P.O. Box 1978, Purvis, MS 39475 Phone: 601-264-3500

INDEXING INSTRUCTIONS: SE ¼ of the SE ¼ of Section 3, Township 4 North, Range 14 West, Lamar County, Mississippi.

**STATE OF MISSISSIPPI
COUNTY OF LAMAR**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MOORE & MOORE PROPERTIES, INC., a Mississippi Corporation, P.O. Box 86, Sumrall, MS 39482, (601) 543-5118** the grantor herein, does hereby grant, bargain, sell, convey and warrant all of my right, title and interest unto **MOORE & MOORE PROPERTIES, INC., a Mississippi Corporation, 28 Commercial Warehouse Drive Ste. 1, Hattiesburg, MS 39402, (601) 543-5118**, the Grantee herein, the following described property situated in Lamar County, Mississippi, to-wit:

TRACT 3:

Commence at the NW Corner of the SE ¼ of the SE ¼ of Section 3, Township 4 North, Range 14 West, Lamar County, Mississippi; and run East 353.05' to a found rebar, thence run S01°22'09"W 110.52' to a set rebar; thence run N89°54'57"E 127.82' to a set rebar for the Point of Beginning. Thence run N 89°54'57" E 156.83' to a set rebar; thence run S00°01'58"E 237.82' to a found

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rebar; thence run S89°56'01"W 79.82" to a found rebar, thence run S89°56'01"W 80.00' to a point on the East margin of a paved drive. Thence run N00°41'20"E 237.42' along said East margin back to the Point of Beginning. All containing 0.86 acres more or less.

AND ALSO: A perpetual non-exclusive easement for the purpose of ingress and egress to and from a paved public road more particularly described as follows to wit: commence at the NW Corner of the SE ¼ of the SE ¼ of Section 3, Township 4 North, Range 14 West, Lamar County, Mississippi, and run East 353.05' to a found rebar, thence run S01°22'09"W 350.19' to a set rebar, thence run N88°57'16"E 130.72' for the Point of Beginning, thence run S00°41'20"W 337.93' to a set rebar on the North margin of West Fourth Street, thence run N74°00'54"W 43.67' along said North margin of West Fourth Street to a set rebar, thence run N01°22'29"E 323.09' to a set rebar, thence run N00°38'46"E 239.75' to a set rebar, thence run N89°54'57"E 38.47' to a set rebar, thence run S00°41'20"W 237.42' to the point of beginning of said easement.

Subject to any Covenants, Restrictions and easements affecting the subject property which may be of record in the office of the Chancery Clerk of Lamar County, Mississippi.

Subject to any and all easements for public roads and public utilities as presently laid out, constructed or in use.

Said conveyance is subject to any and all prior reservations and/or conveyances of the oil, gas and other minerals in, on and under the subject property.

WITNESS MY signature on this the 14th day of May, A.D., 2010.

**MOORE & MOORE PROPERTIES, INC., a
Mississippi Corporation**



BY: Julianne Moore

ITS: President

STATE OF MISSISSIPPI
COUNTY OF LAMAR

PERSONALLY appeared before me the undersigned authority in and for the said county and state, on the 14th day of May, 2010, within my jurisdiction, the within named Julianne Moore, who acknowledged that she is President of Moore & Moore Properties, Inc., and that for and on behalf of the said corporation, and as its act and deed, she executed the above and foregoing Warranty Deed for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

Melinda McIVER

Notary Public

My Commission Expires:

i:\wd\Moore Properties, Tract 3.wd



CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH • CHANCERY CLERK

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Shirley Broome D.C.



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FILED

2010 JUN 8 AM 8 31

WAYNE SMITH
CHANCERY CLERK

Prepared by and Return to:

Perry W. Phillips, MSB #9424, Jay Rodgers, MSB #100166, Perry W. Phillips, PLLC
P.O. Box 1978, Purvis, MS 39475 Phone: 601-264-3500

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TRACT 2:

Commence at the NW Corner of the SE ¼ of the SE ¼ of Section 3, Township 4 North, Range 14 West, Lamar County, Mississippi, and run East 353.05' to a found rebar, thence run S01°22'09"W 110.52' to a set rebar for the Point of Beginning, thence run N89°54'57"E 77.82' to a set rebar, thence run S00°38'46"W 239.75' to a set rebar, thence run N90°00'00"W 92.38' to a set rebar, thence run N01°22'09"E 239.67' back to the Point of beginning. All

run S89°59'27"W 166.48' to a found rebar, thence run S89°59'27"W 115.47' back to the Point of beginning. All containing 0.72 acres more or less.

AND ALSO: A perpetual non-exclusive easement for the purpose of ingress and egress to and from a paved public road more particularly described as follows to wit: commence at the NW Corner of the SE ¼ of the SE ¼ of Section 3, Township 4 North, Range 14 West, Lamar County, Mississippi, and run East 353.05' to a found rebar, thence run S01°22'09"W 350.19' to a set rebar, thence run N88°57'16"E 130.72' for the Point of Beginning, thence run S00°41'20"W 337.93' to a set rebar on the North margin of West Fourth Street, thence run N74°00'54"W 43.67' along said North margin of West Fourth Street to a set rebar, thence run N01°22'29"E 323.09' to a set rebar, thence run N00°38'46"E 239.75' to a set rebar, thence run N89°54'57"E 38.47' to a set rebar, thence run S00°41'20"W 237.42' to the point of beginning of said easement.

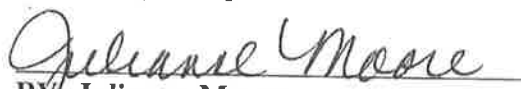
Subject to any Covenants, Restrictions and easements affecting the subject property which may be of record in the office of the Chancery Clerk of Lamar County, Mississippi.

Subject to any and all easements for public roads and public utilities as presently laid out, constructed or in use.

Said conveyance is subject to any and all prior reservations and/or conveyances of the oil, gas and other minerals in, on and under the subject property.

WITNESS MY signature on this the 14th day of May, A.D., 2010.

**MOORE & MOORE PROPERTIES, INC., a
Mississippi Corporation**


BY: Julianne Moore
ITS: President

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**STATE OF MISSISSIPPI
COUNTY OF LAMAR**

PERSONALLY appeared before me the undersigned authority in and for the said county and state, on the 14th day of May, 2010, within my jurisdiction, the within named Julianne Moore, who acknowledged that she is President of Moore & Moore Properties, Inc., and that for and on behalf of the said corporation, and as its act and deed, she executed the above and foregoing Warranty Deed for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

My Commission Expires:

i:\wd\Moore Properties.Tract 1.wd



CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
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Shirley Broome D.C.



FILED

2010 JUN 8 AM 8 31

WAYNE SMITH
CHANCERY CLERK

Prepared by and Return to:

Perry W. Phillips, MSB #9424, Jay Rodgers, MSB #100166, Perry W. Phillips, PLLC
P.O. Box 1978, Purvis, MS 39475 Phone: 601-264-3500

INDEXING INSTRUCTIONS: SE ¼ of the SE ¼ of Section 3, Township 4 North, Range 14
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TRACT 1:

Commence at the NW Corner of the SE ¼ of the SE ¼ of Section 3, Township 4 North, Range 14 West, Lamar County, Mississippi, and run East 353.05' to a found rebar for the Point of Beginning, thence run S01°22'09"W 110.52' to a set

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rebar, thence run N89°54'57" E 77.82' to a set rebar, thence run N89°54'57" E 284.65' to a set rebar, thence run N00°01'58"W 110.12' to a found rebar, thence run S89°59'27"W 166.48' to a found rebar, thence run S89°59'27"W 115.47' back to the Point of beginning. All containing 0.72 acres more or less.

AND ALSO: A perpetual non-exclusive easement for the purpose of ingress and egress to and from a paved public road more particularly described as follows to wit: commence at the NW Corner of the SE ¼ of the SE ¼ of Section 3, Township 4 North, Range 14 West, Lamar County, Mississippi, and run East 353.05' to a found rebar, thence run S01°22'09"W 350.19' to a set rebar, thence run N88°57'16"E 130.72' for the Point of Beginning, thence run S00°41'20"W 337.93' to a set rebar on the North margin of West Fourth Street, thence run N74°00'54"W 43.67' along said North margin of West Fourth Street to a set rebar, thence run N01°22'29"E 323.09' to a set rebar, thence run N00°38'46"E 239.75' to a set rebar, thence run N89°54'57"E 38.47' to a set rebar, thence run S00°41'20"W 237.42' to the point of beginning of said easement.

Subject to any Covenants, Restrictions and easements affecting the subject property which may be of record in the office of the Chancery Clerk of Lamar County, Mississippi.

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WITNESS MY signature on this the 14th day of May, A.D., 2010.

MOORE & MOORE PROPERTIES, INC, a
Mississippi Corporation



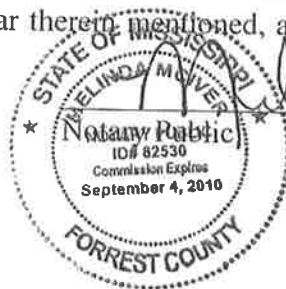
BY: Julianne Moore

ITS: President

**STATE OF MISSISSIPPI
COUNTY OF LAMAR**

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My Commission Expires:



i:\wd\Moore Properties Tract 1.wd

CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH • CHANCERY CLERK

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Shirley Broome D.C.



ORDINANCE NO. 3167

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE REPEALING CHAPTER 21, ORDINANCE NUMBER 997 OF THE CODE OF ORDINANCES, AND ALL SUBSEQUENT AMENDMENTS THERETO, AND REPLACE WITH ORDINANCE NUMBER _____, ESTABLISHING UNIFORM RATES FOR SEWER COLLECTION AND DISPOSAL

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

SECTION 1. That Section 21, being Ordinance Number 997 of the Code of Ordinances adopted August 10, 1944, and all subsequent amendments thereto, be repealed, and replaced to read as follows, to-wit:

Chapter 21

SEWAGE DISPOSAL

Art. I. Sewage Disposal, secs. 21-1 --- 21-19
Art. II. Use of Public and Private Sewers and Drains, secs. 21-20 --- 21-29
Article III. User Charges and Industrial Waste Surcharges, secs. 21-30 --- 21-33
Article IV. Flow of Municipal Solid Waste, secs. 21-34 --- 21-39
Article V. Discharge Waste to City Facilities by Portable Haulers, secs. 21-40 --- 21-49

Article I. Sewage Disposal*

Sec. 21-1. Occupied premises required to have method for sewage disposal.

Each residence, place of business or place of congregation in the city where people reside, are employed or congregate shall be provided with a sanitary method for the disposal of human excreta. It shall be the duty of the property owner to provide said sanitary method. It shall be the duty of the builder or construction agent in the building of any construction to provide for the adequate sanitary method provided herein along with the corresponding duties placed on other parties by this article. (Ord. 1419, sec. 2, 2-6-62; Ord. 1356, sec. 1, 3-4-59; Ord. 997, sec. 1, 8-10-44)

**Cross reference--Use of public and private sewers and drains, Ch. 21, Art. II.*

Sec. 21-2. Connection with sewerage system required; charges therefore and service rate established.

A. Property along line of sewerage system. All property owners owning property as designated in sec. 21-1, and which is located on streets, avenues or alleys where a line of the sanitary sewerage system is located, shall have installed one or more sanitary water closets connected with said sewerage system; provided there is sufficient fall to provide gravity flow from said property to said sewerage system.

B. Property within three hundred feet of sewerage line. All property owners owning property as designated in sec. 21-1, and which is located on streets, avenues or alleys where a line of the sanitary sewerage system is not located, but which is within a distance of three hundred (300) feet from a street, avenue or alley where a line of the sanitary sewerage system is located, shall have installed one or more sanitary water closets connected with the said sewerage system; provided there is sufficient fall from said property to said sewerage system, and right-of-way can be secured.

C. Charge for tap or connection. A charge or fee shall be paid to the collection office of the water department of the City of Hattiesburg for each connection or tap to any municipal sanitary sewer main before such connection or tap is made as follows:

1. Sewer tap \$1500.00
2. Clean-out of existing connection \$ 300.00

D. Monthly rate for service. The following schedule of rates is hereby ascertained, found and declared to be reasonable and the same are established as the rates to be charged for sanitary sewer service per month:

1. Effective October 1, 2013, all residential customers shall be charged for sanitary sewer service at a monthly rate, excluding any surcharge, of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be eleven dollars and three cents (\$11.03) per month.

Effective September 1, 2014, all residential customers shall be charged for sanitary sewer service at a monthly rate, excluding any surcharge, of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be twelve dollars and thirteen cents (\$12.13) per month.

Effective September 1, 2015, all residential customers shall be charged for sanitary sewer service at a monthly rate, excluding any surcharge, of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be thirteen dollars and thirty four cents (\$13.34) per month.

Effective September 1, 2016, all residential customers shall be charged for sanitary sewer service at a monthly rate, excluding any surcharge, of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be fourteen dollars and one cent (\$14.01) per month.

2. Effective October 1, 2013, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be eleven dollars and three cents (\$11.03) per month.

Effective September 1, 2014, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be twelve dollars and thirteen cents (\$12.13) per month.

Effective September 1, 2015, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be thirteen dollars and thirty four cents (\$13.34) per month.

Effective September 1, 2016, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be fourteen dollars and one cent (\$14.01) per month.

2. Any individual, corporation, partnership, sole proprietorship or other legal entity owning water wells or other contractual customers and customers outside the corporate limits, shall be charged for sanitary sewer service at a monthly rate to be set by the Mayor and Council of the City of Hattiesburg.
3. Any individual, corporation, partnership, sole proprietorship or other legal entity with a meter size 2 inches or larger that can provide documented evidence that the amount of sanitary sewer flow delivered to the City is substantially less than the metered water flow upon which the billing amount is based can make a formal request to the Engineering Department to have its monthly charge for sewer service be based upon metered or measured sanitary sewer flow. The Engineering Department will then set up a time period, for no less than one month, to flow monitor the customers effluent sanitary sewer flow. The flow monitoring will be set up at the cost of the customer making the request. If sufficient data is provided to determine, in fact, the customer flows 90 percent of its water or less to the sewer effluent the entity will be charged a percentage of its water flow for sewer based on the data gathered.

The City reserves the right to verify the customer's effluent flow on a yearly basis and make adjustments accordingly.

Sec. 21-3. Privies, etc. ---When permitted; as specified by health department.

All property owners owning property as designated in sec. 21-1, but which does not come within the provision of sec. 21-2, shall have installed a properly constructed pit privy, or other private sewerage disposal system constructed according to the plans and specifications of the Mississippi State Board of Health. (Ord. 1419, sec. 5, 2-6-62; Ord. 1356, sec. 4, 3-4-59; Ord. 997, sec. 4, 8-10-44)

Sec. 21-4. Same--Construction.

The devices described in sec. 21-3 shall have the following specifications:

A. Pit Privy:

Is not allowed within the City Limits

B. Septic Tanks:

1. A watertight receptacle for the reception of liquid household waste and the retention of solids contained therein, which shall be provided with both an inlet and an outlet pipe.
2. Septic tanks shall be of a type and size approved by the state board of health, and the overflow from a septic tank shall be disposed of according to the rules and regulations of the state board of health relating thereto.

C. Other Toilet Devices:

1. Other sanitary toilet devices hereinbefore referred to shall mean chemical toilets, dry earth closets, or such other toilet devices as shall be approved by the county health department. (Ord. 997, sec. 5, 8-10-44)

Sec. 21-6. Clogging sewers with debris.

It shall be unlawful for any person to place or cause to be placed in any sewer or in any accessory or connection to a sewer any swill, garbage, sweepings, ashes, sand, clay, cotton, wool, rags, cloth, rubbish or any other solid matter or substance that may not be promptly dissolved by the sewerage, or that may form deposits or obstructions in the sewers, or in any of their accessories, fixtures or connections. (Ord. 923, sec. 11, 7-13-39)

Sec. 21-7. Rain and waste water from business premises to be discharged into storm sewers.

It shall be the duty of the owners of all businesses, houses, hotels, restaurants and other buildings now or hereafter erected in the business district of the city to turn the rain water from the roofs, and all other waste water of such buildings, into the city storm sewers, wherever possible, by connecting the roofs, and other waste water pipes, with such sewers by down pipes and other pipes of sufficient size and number to carry all rain water falling on such roofs and waste water into the storm sewers. (Ord. 1234, secs. 1---2, 8-13-53)

Sec. 21-8. Toilet devices to be maintained in sanitary condition.

A. Occupancy of premises prohibited. It shall be unlawful for any person to live in, rent or occupy any building or residence that is not provided with sanitary facilities and a sanitary method of excreta disposal as described in this article.

B. Duty of occupant. It shall be the duty of the occupants of each premises to see that the water closet, privy or other toilet device shall be kept in a sanitary condition at all times, and it shall be unlawful for anyone to abuse or misuse said property. (Ord. 1419, secs. 6--7, 2-6-62; Ord. 997, sec. 7, 8-10-44)

Sec. 21-9. Alteration of existing excreta disposal device require approval of health department.

Any property owner intending to alter or install a method of excreta disposal on any property shall apply to the county health department for a permit for such alteration or installation, and the county health department shall cause an inspection to be made of the property to determine which one of the methods of excreta disposal as hereinbefore described, shall be employed and shall issue to the property owner a permit for the alteration

or installation, stating therein the method of excreta disposal to be employed, and it shall be the duty of the owner to comply with the provisions of the permit. (Ord. 997, sec. 8, 8-10-44)

Sec. 21-10. Premises to be connected to extension of sewer lines.

Whenever new lines or extensions of the sewerage system are installed all property owners owning property as designated in sec. 21-1, and which property is so located as to become subject to the provisions of sec. 21-2, shall comply with the provisions of sec. 21-2 of this article. (Ord. 1419, sec. 8, 2-6-62; Ord. 1356, sec. 5, 3-4-59; Ord. 997, sec. 9, 8-10-44)

Sec. 21-11. Lessee prohibited from leasing premise without sanitary closets.

It shall be unlawful for any owner, landlord or agent to rent to any tenant any dwelling house or any other building without closets in good condition where closets are used. (Ord. 569, sec. 5, 2-11-18)

Sec. 21-12. Approved sanitary devices required for disposal.

It shall be unlawful for any person within the city to throw out, deposit or any other way dispose of human excreta other than into a sanitary water closet, a properly constructed septic tank, or other sanitary toilet device approved by the State Board of Health. (Ord. 1419, sec. 1, 2-6-62)

Sec. 21-13. Penalty for violation of certain sections.

Any person, firm or corporation, their agents or assigns violating any of the terms of this article shall, upon conviction, be fined in a sum not to exceed five hundred dollars (\$500.00), or imprisoned for not more than ninety (90) days or both fine and imprisonment, and each day's continuance of any violation shall be a separate offense and be punishable as such. (Ord. 1419, sec. 9, 2-6-62)

Secs. 21-14 --- 21-19. Reserved.

Article II. Use of Public and Private Sewer and Drains*

Sec. 21-20. Purpose.

This article regulates the use of public and private sewers and drains, private sewage disposal, the installation and connection of building sewers, and the discharge of waters and wastes into the public sewer system: and providing penalties for violations thereof; in the City of Hattiesburg, Mississippi (Ord. 1837, intro, 1-8-75)

Sec. 21-21. Definitions.

Unless the context specifically indicates otherwise, the meaning of terms used in this chapter shall be as follows:

Approving authority shall mean the Director of Water and Sewer of the City of Hattiesburg or his duly authorized deputy, agent or representative.

BOD (denoting biochemical oxygen demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees, expressed in milligrams per liter.

Building sewer shall mean the extension from the building drain to the public sewer or other place of disposal.

City shall mean the City of Hattiesburg, Mississippi.

COD (chemical oxygen demand) shall mean the quantity of oxygen utilized in the chemical oxidation of oxidizable material in a sample, under standard laboratory procedure, expressed in milligrams per liter (mg/l).

Combined sewer shall mean a sewer receiving both surface runoff and sewage.

Garbage shall mean solid wastes from the domestic and commercial preparation, cooking, and dispensing of food, and from the handling, storage, and sale of produce.

Hearing board shall mean the governing authorities.

Industrial wastes shall mean the liquid wastes from industrial manufacturing processes, trade, or business as distinct from sanitary sewage.

Natural outlet shall mean any outlet into a watercourse, pond, ditch, lake, or other body or surface of ground water.

Person shall mean any individual, firm, company, association, society, corporation, or group.

pH shall mean the common logarithm of the reciprocal of the hydrogen ion concentration in grams per liter of solution.

Properly Shredded Garbage shall mean the wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in dimension.

Public sewer shall mean a sewer in which all owners of abutting properties have equal rights and is controlled by public authority.

Regulatory agency shall mean the Mississippi Air and Water Pollution Control Commission.

Sanitary sewer shall mean the sewer which carries sewage and to which storm, surface, and ground waters are not intentionally admitted.

Service charge shall mean the basic assessment levied on all users of the public sewer system whose wastes do not exceed in strength the concentration values established as

**Cross reference--Sewage disposal, sec. 21-1 et seq*

representative of normal sewage.

Sewage shall mean a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface and storm waters as may be present.

Sewage treatment facility shall mean any arrangement of devices and structures used for treating sewage.

Sewage works shall mean all facilities for collecting, pumping, treating, and disposing of sewage.

Sewer shall mean a pipe or conduit for carrying sewage.

Shall is mandatory; **may** is permissive.

Slug shall mean any discharge of water, sewage, or industrial waste which, in concentration of any given constituent or in quantity of flow, exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four-hour concentration or flows during normal operation.

Standard methods shall mean the examination and analytical procedures set forth in the most recent addition of "Standard Methods for the Examination of Water, Sewage, and Industrial Wastes," published jointly by the American Public Health Association, the American Waterworks Association and the Water Pollution Control Federation.

Storm drain (sometimes termed storm sewer) shall mean a sewer which carries storm and surface waters and drainage, but excludes sewage and industrial wastes, other than unpolluted cooling water.

Surcharge shall mean the assessment in addition to the service charge which is levied on those persons whose wastes are greater in strength than the concentration values established as a representative of normal sewage.

Suspended solids shall mean solids that either float on the surface of, or in suspension in water, sewage, or other liquids and which are removable by laboratory filtering.

Watercourse shall mean a channel in which a flow of water occurs, either continuously or intermittently. (Ord. 2546, sec. 1, 2-20-96; Ord. 1837, sec. 1, 1-8-75)

Sec. 21-22. Use of public sewers required.

A. It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the City of Hattiesburg, or in any area under the jurisdiction of said city, any human or animal excrement, garbage or other objectionable waste.

B. It shall be unlawful to discharge to any natural outlet within the City of Hattiesburg, or in any area under the jurisdiction of said city, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this ordinance.

C. Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault septic tank, cesspool, or other facility intended or used for the disposal of sewage.

D. The owner of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within the City of Hattiesburg and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located a public sanitary or combined sewer of the City of Hattiesburg, is hereby required at his expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this ordinance, within ninety (90) days after date of official notice to do so, provided that said public sewer is within one hundred (100) feet of the property line. (Ord. 1837, sec. 2, 1-8-75)

Sec. 21-23. Private sewage disposal.

A. Where a public sanitary or combined sewer is not available under the provisions of sec. 21-22 (D) the building sewer shall be connected to a private sewage disposal system complying with the provisions of this section.

B. Before commencement of construction of a private sewage disposal system the owner shall first obtain a written permit signed by the approving authority. The application for such permit shall be made on a form furnished by the City of Hattiesburg, which the applicant shall supplement by any plans, specifications, and other information as is deemed necessary by the approving authority. A permit and inspection fee of six dollars (\$6.00) shall be paid to the City of Hattiesburg at the time the application is filed.

C. A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the approving authority. He shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the approving authority when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within twenty-four (24) hours of the receipt of notice by the approving authority.

D. The type, capacities, location, and layout of a private sewage disposal system shall comply with all recommendations of the Mississippi Air and Water Pollution Control Commission or the Mississippi State Board of Health, whichever applies. No septic tank or cesspool shall be permitted to discharge to any natural outlet.

E. At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in sec. 21-23 (D) a direct connection shall be made to the public sewer in compliance with this ordinance, and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned and filled with suitable material.

F. The owner shall operate and maintain the private sewage disposal facilities in a

Cross reference--Privies, septic tanks, etc. secs. 21-3 and 21-4.

sanitary manner at all times, at no expense to the City of Hattiesburg.

G. No statement contained in this section shall be construed to interfere with any additional requirements that may be imposed by the health officer.

H. When a public sewer becomes available, the building sewer shall be connected to said sewer within ninety (90) days and the private sewage disposal system shall be cleaned of sludge and filled with clean bank-run gravel or dirt. (Ord. 1837, sec. 3, 1-8-75)

Sec. 21-24. Use of the public sewers.

A. No person shall discharge or cause to be discharged any stormwater, surface water,

groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer.

B. Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the approving authority. Industrial cooling water or unpolluted waters may be discharged, on approval of the approving authority, to a storm sewer, combined sewer, or natural outlet.

C. No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the approving authority that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, public property, or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the approving authority will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment system, degree of treat ability of wastes in the sewage treatment facility, and other pertinent factors. The substances prohibited are:

1. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas;
2. Any waters or wastes containing toxic and/or poisonous solids, liquids, or gases that inhibit or interfere with the biological treatment process;
3. Any liquid or vapor having a temperature higher than one-hundred and fifty (150) degrees Fahrenheit;
4. Any liquid wastes containing solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshing, entrails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders;
5. Any waters or wastes having a pH lower than 5.5 or higher than 9.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works;
6. Any waters or wastes containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and ninety (90) degrees Fahrenheit;
7. Any waters or wastes containing free or emulsified oil and grease when, in the opinion of the approving authority, it appears probable that such wastes:
 - (a) Can deposit oil or grease in the sewer lines in such manner as to clog the sewers or impede the flow.
 - (b) Are not amenable to biological oxidation and will, therefore, pass to the receiving stream without being affected by normal sewage treatment processes,
 - (c) Can overload the sewage treatment facility's grease handling equipment.
 - (d) Can have deleterious effects on the sewage treatment process due to excessive quantities or concentrations;
8. Any waters or wastes exerting biochemical oxygen demand (BOD) greater than two hundred forty (240) mg/l;
9. Any waters or wastes exerting a chemical oxygen demand (COD) greater than four hundred (400) mg/l;
10. Any waters or wastes having a suspended solids concentration in excess of three hundred (300) mg/l;
11. Any radioactive wastes or isotopes of long half-life (over one hundred (100) days) without special permit. The radioactive isotopes Iodine-131 and

Phosphorus-32 used at hospitals are not prohibited if properly diluted at the source;

12. Any waters or wastes exerting an excessive chlorine requirement;
13. Any garbage that has not been properly shredded. The installation and operation of any garbage grinder shall be subject to the review and approval of the approving authority;
14. Any waters or wastes exerting or causing excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions);
15. Any waters or wastes containing phenol or other taste or odor-producing substances in such concentrations as to affect the taste and odor of the receiving stream after passage through the sewage treatment process;
16. Any water or wastes containing metals or salts of the metals, in solution or suspension, in concentrations exceeding the following, the analytical results being expressed in terms of the indicated elements:

Element	Concentration (mg/l)
Antimony	0.1
Arsenic	0.05
Barium	3.0
Beryllium	1.0
Bismuth	1.0
Boron	0.5
Cadmium	0.2
Calcium	8,000.0
Chromium (Hexavalent)	1.0
Chromium (Trivalent)	1.0
Total chromium	2.0
Cobalt	0.2
Iron	5.0
Lead	0.1
Magnesium	2,000.0
Manganese	1.0
Mercury	0.1
Molybdenum	0.2
Nickel	0.5
Potassium	12,000.0
Rhenium	0.5
Selenium	0.1
Silver	1.0
Sodium	8,000.0
Strontium	0.5
Tellurium	0.5
Tin	1.0
Zinc	1.0

17. Any water or wastes containing cyanides or cyano-genic compounds capable of liberating hydrocyanic acid gas or acidification in excess of one mg/l as CN in the discharged waters or wastes;
18. Any water or wastes which attack or corrode sewers and sewage disposal equipment;
19. Any waters or wastes which are not amenable to treatment or reduction by the waste water treatment process employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving stream.

D. If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in sec. 21-24 (C), and which in the judgment of the approving authority may have a deleterious effect upon the sewage works, processes, equipment, or receiving waters or which otherwise create a hazard to life or constitute a public nuisance, the approving authority may:

1. Reject the wastes,
2. Require pretreatment to an acceptable condition for discharge to the public sewers,
3. Require control over the quantities and rates of discharge, and/or
4. Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of sec. 21-24 (I).

If the approving authority permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the approving authority, and subject to the requirements of all applicable codes, ordinances, and laws.

E. Grease, oil, sand interceptors, flow equalization and pretreatment facilities shall be maintained continuously and satisfactorily at the owner's expense and shall be subject to periodic inspection by the approving authority. The owner shall maintain suitable monthly operating records and shall submit to the approving authority each monthly summary report of the character of the influent and effluent as the latter may prescribe.

F. When required by the approving authority, the owner of any property serviced by a city sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the city sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the approving authority. The manhole shall be installed by the owner at his expense, and shall be maintained by him so as to be safe and accessible at all times. Plans for such manholes for the installation of control and related equipment must be approved by the approving authority before construction is begun.

G. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this ordinance shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, samples shall be taken at a final discharge point inside the industry or the nearest downstream manhole in the public sewer. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property. The particular analysis involved will determine whether a twenty-four-hour composite of all outfalls of a premises is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from twenty-four-hour composite of all outfalls, whereas pH's are determined from periodic grab samples.

H. Until an adequate analysis of a representative sample of the customer's waste has been obtained, the approving authority may, for the purposes of this ordinance, make a determination of the character and concentration of the waste by using data based on analysis of similar processes or data for this type of business that is available from the water pollution control commission or the United States Department of the Interior, or from industry-recognized authoritative sources.

I. No statement contained in this section shall be construed as preventing any special agreement or arrangement between the city and any user or group of users. (Ord. 1837, sec. 4, 1-8-75)

Sec. 21-25. Protection from damage.

No unauthorized person shall maliciously willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the sewage works. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct. (Ord. 1837, sec. 5, 1-8-75)

Sec. 21-26. Powers and authority of inspectors.

A. The approving authority and other duly authorized employees of the City of Hattiesburg bearing proper credentials and identifications shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this ordinance. The approving authority or his representative shall have no authority to inquire into any processes including metallurgical, chemical, oil,

refining, ceramic, paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for waste treatment.

B. While performing the necessary work on private properties referred to in sec. 21-26 (A), above, the approving authority or duly authorized employees of the city shall observe all safety rules applicable to the premises established by the company and the company shall be held harmless for injury or death to the City of Hattiesburg's employees, and the city shall indemnify the company against loss or damage to its property by city employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions as required in sec. 21-24 (F).

C. The approving authority and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all private properties through which the City of Hattiesburg holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewage works lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved. (Ord. 1837, sec. 6, 1-8-75)

Sec. 21-27. Penalties.

A. Any person found to be violating any provision of this article shall be served by the City of Hattiesburg with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

B. Any person who shall continue any violation beyond the time limit provided for in sec. 21-27 (A), shall be guilty of misdemeanor, and on conviction thereof shall be fined in the amount not exceeding three hundred dollars (\$300.00) for each violation. Each day in which any such violation shall continue shall be deemed a separate offense.

C. Any person violating any of the provisions of this article shall become liable to the City of Hattiesburg for any expense, loss, or damage occasioned the city by reason of such violation. (Ord. 1837, sec. 7, 1-8-75)

Sec. 21-28. Sewer ordinance amendment.

A. This article (the sewer ordinance) shall be amended by the City of Hattiesburg as necessary to accord with local conditions and technical progress.

B. This article (the sewer ordinance) shall be reviewed at least every five (5) years or at any time that the approving authority feels changes of any part of this article are needed. (Ord. 1837, sec. 8, 1-8-75)

Sec. 21-29. Hearing board.

The hearing board shall consist of the governing authorities of the City of Hattiesburg, Mississippi, and shall arbitrate differences between the approving authority and sewer users on matters concerning interpretation and execution of the provisions of this article by the approving authority. (Ord. No. 1837, sec. 9, 1-8-75)

Article III. User Charges and Industrial Waste Surcharges*

Sec. 21-30. User Charge

A. User charge shall be the charge levied on all users, including, but not limited to, persons, firms, corporations of governmental entities that discharge, cause or permit the discharge of sewage into the public sewage system.

B. The user charge shall reflect the costs of operation and maintenance (including replacement) of the public sewage works, including but not limited to the following costs:

- 1) The cost of operation of the system, including depreciation;
- 2) Maintenance of the system facilities as it presently exist;

- 3) The cost of upgrading the system's facilities as may be required or desirable;
- 4) All planning and engineering costs associated with the system;
- 5) Retirement of all indebtedness now existing or as may be incurred in the future;
- 6) The cost of provision of such reserve capacity as may be determined to be necessary or desirable for the proper operation of the system;
- 7) The cost of establishing and/or maintenance of such reserves as may be necessary or desirable for the continued operation of the system;
- 8) The cost of collection of fees and charges necessary or desirable for the operation of the system;
- 9) All overhead associated with the operation of the system;
- 10) All costs of any action required by the State of Mississippi or United States Government for the continued operation of the system;
- 11) All depreciation related to operation and maintenance of the system;
- 12) Any other direct or indirect cost may become necessary or desirable for the continued operation and maintenance of the system

C. Each user shall pay its proportionate share of operation and maintenance (including replacement) costs based on volume of flow.

D. The Chief Financial Officer, of Water and Sewer Director or the Director of Engineering shall review not less often than every two years the sewage contribution of users, the total costs of operation and maintenance (including replacement) of the sewage system, and the user charge system. Recommendations revising the user charge, if necessary shall be made to accomplish the following:

- (1) Maintain the proportionate distribution of operation and maintenance costs among users as provided herein.
- (2) Generate sufficient revenue to pay retirement of existing debt included herein, repayment of any State Revolving Fund Loans, and the total operation and maintenance costs necessary for the proper operation and maintenance (including replacement) of the sewage system,

E. Cost of transportation and treatment of all flow to the sewage system not directly attributable to users (i.e., infiltration/inflow) shall be distributed to all users of the sewage system based upon the volume of flow of the users.

F. Each user shall be notified, at least annually, in conjunction with a regular bill, of the rate and that portion of the user charge which is attributable to operation and maintenance of the sewage system. This information is to be placed on water and sewer bill annually. (Ord.2546, sec. 2, 2-20-96)

Sec. 21-31. SEWER RATE SCHEDULE

The following sewer rate schedule shall apply to each user of the sewage system.

Effective October 1, 2013, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment \$1.10/1000 gal	\$2.22/1000 gal	\$3.32/1000 gal
Second Increment \$.91/1000 gal	\$1.84/1000 gal	\$2.75/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 33% and 67%, respectively, based upon actual revenues collected.

Effective September 1, 2014, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of

flow.

<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment \$1.20/1000 gal	\$2.45/1000 gal	\$3.65/1000 gal
Second Increment \$1.00/1000 gal	\$2.03/1000 gal	\$3.03/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 33% and 67%, respectively, based upon actual revenues collected.

Effective September 1, 2015, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment \$1.33/1000 gal	\$2.69/1000 gal	\$4.02/1000 gal
Second Increment \$1.00/1000 gal	\$2.23/1000 gal	\$3.33/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 33% and 67%, respectively, based upon actual revenues collected.

Any individual, corporation, partnership, sole proprietorship or other legal entity owning water wells or other contractual customers shall be charged for sanitary sewer service at a monthly rate to be set by the Mayor and Council of the City of Hattiesburg. Customers outside the corporate limits shall have a separate contract and shall be charged two times the monthly rate charged for sanitary sewer customers inside the corporate limits except for existing agreements prior to the date of this ordinance (Ord. 3077, sec. 1 10-4-11)

Effective September 1, 2016, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment \$1.39/1000 gal	\$2.83/1000 gal	\$4.22/1000 gal
Second Increment \$1.15/1000 gal	\$2.35/1000 gal	\$3.50/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 33% and 67%, respectively, based upon actual revenues collected. (Ord. 3109, sec.1 8-6-13; Ord. 3077, sec.1, 10-4-11; Ord. 3012, sec. 1, 9-02-08; Ord. 2892, sec.1, 12-6-05; Ord. 2683, sec. 1, 3-16-99)

Sec. 21-32. INDUSTRIAL WASTE SURCHARGE

A. In the event that a user discharges industrial waste to the sewage works having an average Biochemical Oxygen Demand (BOD) content in excess of 240 mg/l, and/or an average Suspended Solids (SS) content in excess of 300 mg/l, and/or an average Total Kjeldahl Nitrogen (TKN) content in excess of 30 mg/l, and/or an average grease content in excess of 100 mg/l, said industrial user shall pay a surcharge based upon the excess strength of their discharges. BOD, SS, and TKN may be increased by written approval of Director of Water and Sewer for limited periods of time if not in conflict with any pretreatment permits or other state or federal requirements.

B. Industrial user shall be defined as any non-governmental/ nonresidential user of the public sewage works which discharges more than the equivalent of 25,000 gallons per day (GPD) of sewage and which is identified in the Standard Industrial Classification Manual, 1972, Office of Management and Budget, as amended and supplemented under one of the following divisions:

- Division A - Agriculture, Forestry, and Fishing
- Division B - Mining
- Division D - Manufacturing

Division E - Transportation, Communication, Electric, Gas, and Sanitary Service
Division I - Services

C. Any non-governmental user of the sewage works shall also be considered an industrial user if such user discharges to the Public Sewage system sewage which contains toxic pollutants, which, either singly or by interaction with other wastes, contaminates the sludge of any municipal systems; causes injuries; interfaces with any sewage treatment process; constitutes a hazard to humans or animals; creates a public nuisance; or creates any hazard in or adversely affects the waters receiving any discharge from the sewage works.

D. The costs of treatment of each pound of BOD, SS, TKN and grease removed by the sewage system shall be reviewed at the end of each fiscal year and appropriate surcharge rates applied to the sewage billing. These rates shall be in effect until the next annual rate review. These charges will be calculated by the Water and Sewer Director or the Director of Engineering, and said charges forwarded to the Water and Sewer Billing Office for appropriate billing. (Ord. 2817, sec. 1, 5-30-2003; Ord., 2546, sec. 4, 2-20-96)

Sec. 21-33. METHOD OF BILLING SURCHARGE

1. The industrial waste surcharge shall be based on the following formula, with the total applied to the monthly bill of affected users:

$$\frac{\{A(E-240) + B(F-300) + C(G-30) + D(H-150)\} \times 8.34}{1000} \times I \times J = \text{Surcharge payment (\$Mo)}$$

Where:

1. Surcharge Rate for BOD, in \$/Pound.
2. Surcharge Rate for SS, in \$/Pound.
3. Surcharge Rate for TKN, in \$/Pound.
4. Surcharge Rate for Grease, in \$/Pound.
5. Industrial User's BOD Concentration, in mg/l.
6. Industrial User's SS Concentration, in mg/l.
7. Industrial User's TKN Concentration, in mg/l.
8. Industrial User's Grease Concentration, in mg/l.
9. Industrial User's Flow to Sewage Works, in 1000 gallons/day.
10. Number of Days in Month

2. No reduction in sewage service charges, fees, or taxes shall be permitted because of the fact that certain industrial wastes discharged to the sewage works contain less than 240 mg/l of BOD, 300 mg/l of SS, 30 mg/l of TKN or less than 150 mg/l of grease. (Ord. 2546, sec. 5, 2-20-96)

Article IV. Flow of Municipal Solid Waste

Sec. 21-34. Definitions – Solid Waste.

Municipal Solid Waste shall mean any non-hazardous solid waste resulting from the operation of residential, commercial, governmental, industrial or institutional establishments, except oil field exploration and production waste and sewage sludge.

Person shall mean a person as defined in sec 17-17-3 of the Mississippi Code of 1972. (Ord. 2802, sec. 2, 11-7-02; Ord. 2794, sec. 2, 7-16-02)

Sec. 21-35. Solid Waste.

All municipal solid waste generated within the geographic boundaries of the City of Hattiesburg, Mississippi, that is placed in the waste stream shall be transported to, stored and managed at the Pine Belt Regional Solid Waste Management Authority's landfill in Perry County, Mississippi, or at a transfer station owned by the Pine Belt Regional Solid Waste Management Authority. (Ord. 2802, sec. 2, 11-7-02; Ord. 2794, sec. 2, 7-16-02)

Sec. 21-36. Penalties – Solid Waste.

It shall be unlawful for any person to violate any provision of this ordinance. Such violation shall be a misdemeanor and shall be punishable by a fine or not more than one thousand dollars (\$1,000.00), or imprisonment for a term not exceeding ninety (90) days or both such fine and imprisonment at the direction of the municipal judge. If a violation is continuing, each day's violation be deemed a separate offense. (Ord. 2802, sec. 2, 11-7-02; Ord. 2794, sec. 7-16-02)

Sec. 21-37 –39 Reserved.

Article V. Discharge Waste to City Facilities by Portable Haulers

Sec. 21-40. Discharge Waste to City Facilities by Portable Haulers

A. Discharge Limits and Conditions

Portable waste haulers shall not discharge waste to the City facilities without written permission from the Director of Water and Sewer. No discharge to any City facility or any facility that discharges to the City is permitted except at the City's designated area. All wastewater pumpers shall have a valid City of Hattiesburg Domestic Wastewater Discharge Permit renewed annually. All discharges are subject to random testing to determine the chemical and/or bacteriological content of the discharge. Only domestic wastewater discharge is allowed. The discharge of fats, oils, or grease (F.O.G.), industrial wastewater, unusually high strength wastewater, hazardous waste or commercial wastewater into any City facility, collection system or any other system that is treated by the City is prohibited. (Ord. 3094, 10/2/12)

B. Insurance

All portable waste haulers shall provide the City's Water and Sewer Department with current valid certification, licensing, or permit as issued by the Mississippi State Board of Health, Mississippi Department Environmental Quality, and/or other federal, state, or county agency authorizing the pumping or hauling of domestic wastewater. Each hauler shall be insured for at least \$1,000,000 of combined single limit vehicle liability insurance. The insurance coverage shall cover all work performed by the wastewater hauler while transporting and discharging wastewater and shall include, but not be limited, to liability arising out of disposal of any hazardous waste, spilled material on public property, and fines, penalties, assessments, and/or damages, or any other costs incurred or imposed by the City as a result of the hauler's activities. (Ord. 3094, 10/2/12)

C. Discharge Area

The designated portable haulers' discharge area shall be secured at all times. No discharge is allowed without designated City personnel present during discharge. A minimum of 30 minutes notice to the Water and Sewer Department Office is required prior to arrival at the discharge area. Portable waste discharge is allowed only from 9:00 a.m. to 2:00 p.m., Monday through Friday. Portable waste discharge is prohibited on Official Holidays of the City of Hattiesburg. (Ord 3094, 10/2/12)

D. Certification of Contents

All haulers shall provide as a minimum for each load prior to discharging the following:

- Name of Company performing service;
- Date and time service performed;
- Unique vehicle/tank identifying information performing service;
- Name of driver delivering waste;
- Address of person or site for services performed;(Ord. 3094, 10/2/12)
- Type facility pumped (Septic Tank, Pump Chamber, ATS, Lift Station, Holding Tank, Portable Toilet, Grease Trap, Grease Interceptor, Sand Separator, Oil Separator, etc.) at each site;
- Volume in gallons pumped at each site;

- Certification that each load is fully compliant with the City's Sewage Disposal Ordinance and contains no prohibited or hazardous materials as defined in 40 CFR 261 or other;
- Signature of driver

E. Right of Refusal

The City shall have the right to refuse to accept the discharge of any hauled waste if in the opinion of the observing City personnel the waste does not meet the conditions under which the permit was granted. Discharge may be refused if in opinion of the observing City personnel that the waste could cause operational or maintenance problems to City's facility, are detrimental to the health of City employees or cause violations to the City's NPDES Permit or other City, State or Federal laws and regulations.

F. Payment for Discharging

Wastewater haulers shall pay an annual licensing fee of \$100, and in addition, thereto, such wastewater hauler shall pay a dumping fee for each load discharged. The fee for wastewater dumping shall be \$30 for each load less than 1000 gallons, \$40 for each load of 1000 gallons and \$10 per additional 1,000 gallons. All haulers shall provide certification for each tank's volume capacity. Fees shall be based on the tank's available capacity regardless of how full the tank is at time of discharge. Each hauler shall provide the City with valid road privilege information for each truck. Each hauler shall provide the City with unique identification numbers permanently applied for each tank.

G. Penalties/Fines/Damages

Any unauthorized discharge at the City's treatment facilities, the City's collection system or any other system that is treated by the City shall be result in the hauler prohibited from all future discharging into the City's system. The violation shall also be a misdemeanor punishable by a \$1000 fine and/or up to 60 days in jail per violation. The violator shall also be liable for all costs associated with the unauthorized discharge. Any discharge of waste in excess of the limits as described in other sections of the City's Chapter 21 Sewage Disposal Ordinance shall be a misdemeanor punishable by a \$1000 fine per violation. The violator shall also be liable for all costs associated with the unauthorized discharge.

H. Liability

The wastewater hauler shall assume all liability for any injuries or damages caused and/or incurred while on the City's property and hold the City harmless for such.(Ord. 3094)

Sec. 21-41. Grease Control

Purpose

The purpose of this ordinance is to control discharges of fats, oils or grease (F.O.G.), waste food and sand into the public sewerage collection or treatment system. FOG, waste food and sand interfere with the operation of the sewerage system and cause blockages in the system lines, NPDES violations and penalties and environmental damages. The discharge of fats, oils or grease (F.O.G.) into any City facility is prohibited. This ordinance establishes regulations for the sizing, installation, maintenance and operation of FOG, waste food and sand interceptors.

Definitions

- Black Water** - Waste water from sanitary fixtures such as toilets and urinals.
- Gray Water** - All wastewater other than "Black Water" as defined in this section of the Ordinance.
- Grease** - A waste material composed primarily from fats and oil of animal and vegetable origins. The terms fats, oil and grease as used in the ordinance shall be deemed as Grease by definition. Grease does not include petroleum-based products.
- Bulk Service Kitchen** - A facility that prepares bulk quantities of food, such as hospitals, schools or caterers.

- E. **Common Grease Interceptor** - A device that receives grease waste from more than one facility having different operators or types of operators.
- F. **Food Courts** - Areas in which multiple food preparation establishments having different owners may be sharing seating space and/or plumbing facilities.
- G. **Food Service Facility (FSF)** - Any facility whose operations include cutting, cooking, baking, preparing or serving food or which disposes of food related waste.
- H. **Garbage Grinder** - A device that chops, shreds or grinds up solid or semisolid waste materials into smaller portions for discharge into the sanitary sewer collection system.
- I. **Grease Interceptor** - A large tank or device designed and constructed to separate, trap and hold grease substances from the sewage discharge from a facility and to prevent them from entering the sanitary sewer collection system. Grease interceptors shall be located outside of food service facilities.
- J. **Grease Trap** - A small Grease Interceptor located inside a facility and typically mounted under sink. A container designed and constructed to separate, trap and hold fats, oil and grease that is placed under or near sinks or other facilities to prevent the discharge of these waste substances into the sanitary sewer collection system.
- K. **Hauler** - An individual or company who transfers waste from the site of a customer/waste producer/waste generator to an approved disposal or treatment facility.
- L. **Single Service Restaurant** - A restaurant or food service facility that serves meals only on throwaway plates, dishes and utensils.
- M. **Standard Restaurant** - A restaurant or food service facility that serves meals on plates, dishes and utensils that are washed and reused.
- N. **Multi-family Dwelling** - A classification of housing where multiple separate housing units for inhabitants are contained within one building or several buildings within one complex (apartments, duplexes, townhouses, condominiums, dorms, etc.).(Ord. 3094, 10/2/12)

Sec. 21-42. General Criteria

- A. **Installation Requirements for New Facilities.** All proposed or newly remodeled food service facilities or multi-family dwellings shall be required to install an approved, properly operated and maintained grease interceptor. No indoor grease traps will be acceptable.
- B. **Phased Implementation for Existing Facilities.** All existing food service facilities or multi-family dwellings shall conduct their operations in such a manner that grease originating at the facility is captured on the user's premises and then disposed of properly.
 - 1. The City will inspect each facility periodically or as necessary to assure that each facility is complying with the City's Sewage Disposal Ordinance.
 - 2. The City will identify and target "grease problem areas" in the wastewater collection system through maintenance records and emergency call outs for grease related sewer problems. All food service facilities and multi-family dwellings upstream of the identified areas will be subject to inspection.
 - 3. Following inspections, notifications will be sent to the inspected facilities contributing to the grease problem. The facility shall then submit to the City a plan to the City outlining measures to be implemented by the facility to become compliant. A follow-up inspection will be conducted to verify compliance with the Ordinance.
- C. **Prohibited Discharges.** Black water from food service facilities shall not be discharged into the grease interceptor unless specifically approved, in writing by the City. Multi-family dwelling black water discharge into grease interceptors is acceptable.
- D. **Floor Drains.** Only floor drains which discharge or have the potential to discharge grease shall be connected to the grease interceptor.

- E. **Garbage Grinders and Dishwashers.** It is recommended that solid food waste be disposed of through normal solid waste/garbage disposal procedures. The use of garbage grinders that discharge into the sanitary sewer is discouraged and shall be connected to the interceptors used.
- F. **Location.** A grease interceptor shall be installed and connected so that it is easily accessible for inspection, cleaning and removal of the intercepted grease at any time. Grease interceptors shall be installed outside of the building it serves. Location of grease interceptors shall be approved by the City. The preferred location is on the outside of an outside wall and upstream from the black water drain line.(Ord.3094)

Sec. 21-43. Design Criteria

- A. **Construction of Grease Interceptor.** Grease interceptors shall be constructed in accordance with City standards. A minimum of two compartments with a separation baffle and inlet and outlet fittings designed for grease retention are components. All interceptors are subject to written approval of the City.
- B. **Access.** All interceptors shall be constructed in a location outside the building they serve in such a manner that they are accessible for maintenance and inspection at all times. Two manholes shall be provided on each interceptor for access. The access shall be a minimum of one inch above the surrounding grade and shall consist of a cast iron frame and cover.
- C. **Load Bearing Capacity.** If the interceptor is located in an area subject to traffic or other loads, it shall be designed to have adequate load bearing capacity.
- D. **Inlet and Outlet Piping.** One inlet and outlet tee shall be provided for each grease interceptor. Wastewater shall enter the grease interceptor only through the inlet tee.
- E. **Grease Interceptor Sizing.** The required minimum size of an interceptor shall be determined by the City with no interceptor being less than 500 gallons. If the calculated required capacity is in excess of 1500 gallons, multiple units may be used in series.
- F. **Upgrades or Changes.** Changes or upgrades proposed to be made to any existing or new facility that affects grease discharge shall be reported to the City.(Ord. 3094, 10/2/12)

Sec. 21-44. Grease Interceptor Maintenance.

- A. **Cleaning and Pumping.** The user shall bear all expenses to maintain the grease interceptor. Grease interceptor maintenance shall include the removal of all contents including floating matter, wastewater and sludge. No waste shall be disposed of back into the interceptor it was removed from or any other interceptor. The interceptor shall be pumped out completely at each cleaning. A depth of solids measurement equal to or greater than one fourth of the interceptor's depth shall be considered to be in non-compliance.
- B. **Cleaning and Pumping Frequency.** The minimum frequency for pumping out of grease interceptors shall be monthly. Request to extend the cleaning schedule must be supported by maintenance records.
- C. **Disposal of Interceptor Waste.** Waste removed from interceptors shall be disposed of at a facility licensed to receive and process such waste. No waste removed from an interceptor shall be returned to any portion of the sanitary collection system.
- D. **Additives.** Any additive such as enzymes and bacteria introduced into the grease interceptor or buildings discharge line for the purpose of treating grease and/or sludge shall be reported on the user's maintenance record. The use of additives does not relieve the user from performing the maintenance requirements set forth herein.
- E. **Records.** A written record shall be maintained by each facility required to have a grease interceptor which confirms and tracks the pumping, hauling and disposal of waste collected from each interceptor. The user is required to utilize licensed disposal service providers. The user shall keep a copy of the service manifest from the hauler. The Log shall contain the date, time, disposal service provider, volume pumped, signature of user authorizing pumping, signature of service provider and disposal site. The Log shall be maintained for the previous two-year period. The Log shall be readily available for inspection by the City.(Ord. 3094, 10/2/12)

Sec. 21-45. Enforcement.

The enforcement of this Ordinance shall be by the administrative authority of the City of

Hattiesburg. Any user found to be in violation of the requirements of this Ordinance is subject to corrective action by the City which may include but not be limited to the following:

- A. **Notice of Violation.** Any user found to be in violation shall be issued a written notice detailing the infraction. The user shall submit a plan for the satisfactory correction of the deficiency within 14 days of the date of the notice.
- B. **Suspension of Service.** Water and wastewater services may be suspended to a user when deemed necessary by the City to prevent an actual or imminent discharge which:
 - 1. may present in the opinion of the City an endangerment to the public or environment;
 - 2. causes sanitary sewer overflows as a result of stoppages or requires excessive maintenance to be performed on the sanitary sewer system to prevent stoppages;
 - 3. causes a violation to any condition of the City's NPDES permits.

Any user notified of a suspension of water and sewer service shall immediately cease or eliminate discharge. If the user fails to voluntarily comply, the City may immediately terminate water and sewer service. Water and sewer services may be reinstated to the user when all conditions causing the suspension have been eliminated corrected and the reconnection fee has been paid. The user shall submit a statement to the City detailing the cause of the incident and state the action taken to prevent future occurrences. The statement shall be submitted within 14 days of the violation.

- C. **Administrative Penalty.** Any user determined to have violated any provision of this Ordinance may be assessed an administrative penalty not to exceed \$1000 per violation per day. Assessments may be added to the user's water and sewer account.
- D. **Request for Hearing and Appeal.** Any user subjected to a penalty, order or directive of the City of Hattiesburg issued under the provisions of this program is entitled to a hearing before the City Council. Such appeal or hearing shall be requested in writing within ten days of the issuance of the penalty, order or directive. The requested hearing shall be held in a timely manner and the affected user shall have the opportunity to be heard. The City shall issue a written response to the user requesting the hearing.(Ord. 3094, 10/2/12)

Sec. 21-46 – 21-49. Reserved.

The foregoing ordinance having been reduced to writing was introduced by Council member Carroll, seconded by Council member Naylor and was adopted by the following vote, to wit:

Yeas: Bradley
Carroll
Dryden
Naylor

Nays: None

Absent: Delgado

The president hereby declared the motion carried and the Ordinance adopted and approved on this the 14th day of September A.D., 2015.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

The above and foregoing Ordinance having been submitted to and approved by the Mayor this the 14th day of September, A.D., 2015.

ATTEST:

APPROVED:


CITY CLERK


MAYOR

ORDINANCE NO. 3205
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE AMENDING SECTION 28-13(A) & SECTION 28-13 (C) OF
THE CODE OF ORDINANCES FOR THE CITY OF HATTIESBURG, BEING
ORDINANCE NUMBER 1857, LAST AMENDED BY ORDINANCE
NUMBER 3196, ADOPTED APRIL 28, 2016, SO AS TO ESTABLISH
CHARGES FOR WATER SERVICE AND SUPPLY

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI:**

SECTION 1. That Section 28-13 (A) And Section 28-13 (C) of the Code of Ordinances for the City of Hattiesburg, being Ordinance 1857, adopted March 24, 1976, as amended by Ordinance 1984 adopted September 26, 1979, Ordinance Number 2092 adopted October 12, 1982, Ordinance Number 2341 adopted April 2, 1990, Ordinance Number 2682 adopted March 16, 1999, Ordinance Number 2816 adopted May 20, 2003, Ordinance Number 2891 adopted December 6, 2005, Ordinance Number 3011 adopted September 2, 2008, Ordinance Number 3078 adopted October 4, 2011, Ordinance Number 3110 adopted August 6, 2013, and Ordinance Number 3196 adopted April 28, 2016 be and the same is hereby amended to read as follows, to-wit:

Sec. 28-13 Schedule of rates.

A. Effective September 1, 2016, the following schedule of rates is hereby ascertained, found and declared to be reasonable, and the same are established as the rates to be charged for water furnished on a quantity or meter basis, subject to minimum charges shown below:

No. Gallons Inclusive	Rate per Thousand
1,000 --100,000.....	\$4.82
Over 100,000.....	\$4.00

There shall be a monthly minimum charge to customers and consumer of sixteen dollars and no cents (\$16.00).

Effective September 1, 2017, the following schedule of rates is hereby ascertained, found and declared to be reasonable, and the same are established as the rates to be charged for water furnished on a quantity or meter basis, subject to minimum charges shown below:

No. Gallons Inclusive	Rate per Thousand
1,000 --100,000.....	\$5.06
Over 100,000.....	\$4.20

There shall be a monthly minimum charge to customers and consumers of sixteen dollars and eighty cents (\$16.80).

Effective September 1, 2018, the following schedule of rates is hereby ascertained, found and declared to be reasonable, and the same are established as the rates to be charged for water furnished on a quantity or meter basis, subject to minimum charges shown below:

No. Gallons Inclusive	Rate per Thousand
1,000 – 100,000.....	\$5.31
Over 100,000.....	\$4.41

There shall be a monthly minimum charge to customers and consumers of seventeen dollars and sixty-four cents (\$17.64).

Effective September 1, 2019, the following schedule of rates is hereby ascertained, found and declared to be reasonable, and the same are established as the rates to be charged for water furnished on a quantity or meter basis, subject to minimum charges shown below:

No. Gallons Inclusive	Rate per Thousand
1,000 – 100,000.....	\$5.58
Over 100,000.....	\$4.63

There shall be a monthly minimum charge to customers and consumers of eighteen dollars and fifty-two cents (\$18.52).

B. No free water shall be furnished to any user.

C. Effective September 1, 2016, all private homes and residences, all trailer parks, apartment complexes and all hotels and motels shall pay a straight charge of four dollars and eighty-two cents (\$4.82) per thousand (1,000) gallons of water, with no quantity discount.

Effective September 1, 2017, all private homes and residences, all trailer parks, apartment complexes and all hotels and motels shall pay a straight charge of five dollars and six cents (\$5.06) per thousand (1,000) gallons of water, with no quantity discount.

Effective September 1, 2018, all private homes and residences, all trailer parks, apartment complexes and all hotels and motels shall pay a straight charge of five dollars and thirty-one cents (\$5.31) per thousand (1,000) gallons of water, with no quantity discount.

Effective September 1, 2019, all private homes and residences, all trailer parks, apartment complexes and all hotels and motels shall pay a straight charge of five dollars and fifty-eight cents (\$5.58) per thousand (1,000) gallons of water, with no quantity discount.

SECTION 2. That except as hereby expressly changed and amended, Ordinance Number 1857 adopted March 24, 1976, as amended by Ordinance 1984 adopted September 26, 1979, Ordinance Number 2092 adopted October 12, 1982, Ordinance Number 2341 adopted April 2, 1990, Ordinance Number 2682 adopted March 16, 1999, Ordinance Number 2816 adopted May 20, 2003, Ordinance Number 2891 adopted December 6, 2005, Ordinance Number 3011 adopted September 2, 2008, Ordinance Number 3078 adopted October 4, 2011, Ordinance Number 3110 adopted August 6, 2013, and Ordinance Number 3196 adopted April 28, 2016, shall be and does remain in full force and effect as adopted.

SECTION 3. SECTION 3. This Ordinance shall take effect and be in force immediately, from and after September 6, 2016, to allow citizens to benefit from the adjusted rate as quickly as possible.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Delgado, seconded by Council member Naylor and was adopted by the following vote to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Ordinance adopted, this the 6th day of September, A.D., 2016.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

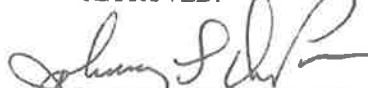

PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 6th day of September, A.D., 2016.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Anthony Parker

cc: Kermas Eaton, City Clerk

Date: Tuesday, August 6, 2019

Re: Approve Service Agreement with the Commission of Accreditation for Law Enforcement Agencies, in connection with an on-site assessment of Hattiesburg Police Department and authorize the Mayor to execute the same.

File Number: 2019-23
Minute Book #

Summary

Accreditation Assessment

Recommendation Statement

Please attach copy of executed Mock Assessment Contract

Please place this on the August 6, 2019 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, August 6, 2019

Re: Approve an Interlocal Agreement with the University of Southern Mississippi for the provision of expanded service hours for certain fixed transit routes on certain days, contingent upon approval by the IHL Board of Directors and the Office of the Mississippi Attorney General and authorize the Mayor to execute the same.
File Number: 2019-14
Minute Book #

Summary

Authorize the Mayor to enter into an Interlocal Agreement with the University of Southern Mississippi for the provision of expanded service hours for certain fixed transit routes on certain days, contingent upon approval by the IHL Board of Directors and the Office of the Mississippi Attorney General.

Recommendation Statement

Please place this on the August 6, 2019 City Council meeting for consideration.

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

**INTERLOCAL GOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI
AND THE UNIVERSITY OF SOUTHERN MISSISSIPPI**

WHEREAS, the Interlocal Cooperation Act of 1974, Miss. Code Ann. § 17-13-1, et seq. as amended, authorizes any two (2) or more local governmental units to enter into a written contractual agreement with one another to jointly provide services and facilities and to jointly exercise and carry out any power, authority or responsibility exercised or capable of being exercised by a local governmental unit; and

WHEREAS, the City Council of the City of Hattiesburg, Mississippi (hereinafter referred to as (“City”)) and The University of Southern Mississippi (hereinafter referred to as “University”), are local governmental units as defined by Miss. Code Ann. § 17-13-5(a), and each is governed by a governing authority as defined by Miss. Code Ann. § 17-13-5(b); and

WHEREAS, the City of Hattiesburg operates and maintains the Hub City Transit Mass Transit system (the “system”) in the Hattiesburg area; and

WHEREAS, the City periodically applies for, receives, and administers funding through the Federal Transit Administration for capital, operations, and maintenance of the system, which generally requires a certain proportion of local matching funds, and

WHEREAS, it is the desire of the parties to expand the hours of operation of certain fixed routes in the vicinity of the University campus, and

WHEREAS, it has been determined that the City has the capability of providing the services contemplated by the terms of this agreement, and

WHEREAS, this contract is entered into pursuant to the Interlocal Cooperation Act of 1974, Miss. Code Ann. § 17-13-1, *et seq.*, and shall not take effect unless approved by the Mississippi Attorney General, and if so approved, until it is filed with the chancery clerk of Forrest County and with the Secretary of State.

NOW, THEREFORE, in consideration of the above and foregoing premises and under the authority of Miss. Code Ann. § 17-13-1 *et seq.*, and the further consideration of mutual advantages and promises hereinafter contained, this contract and agreement is made and entered into on the date hereinafter stated by and among City and the University and the parties do contract and agree to the terms and conditions hereinafter set forth:

Section 1. Effective Date and Duration

The term of this agreement shall be for four (4) months and shall commence on August 31, 2019 and shall terminate on December 31, 2019, or until terminated in accordance with the provision of Section 6 herein. The agreement will be effective upon the approval of the Interlocal Agreement by the Attorney General of this State and thereafter, the filing of said Interlocal Agreement with the Chancery Clerk of Forrest County and with the Secretary of State.

Section 2. Purpose

The City shall expand the services of the fixed routes currently known as Blue, Green, and Gold by opening the services on certain Saturdays within the term of the agreement for approximately seven (7) hours per day; exact hours to be determined. Those established expanded service days are August 31, September 28, October 12, November 9, and November 23, 2019. The routes may be abbreviated or altered from their typical path on these dates to better serve ridership and to recognize and avoid congested areas, but shall provide such services in a manner largely

consistent with the typical operation of these routes, and shall provide such ancillary services along the route as would be expected along the system at large. The city shall operate at least four (4) buses to accommodate these expanded service hours. In consideration of the terms of this agreement and Section 5 herein, fares for all riders will be considered paid during these expanded service hours.

Section 3. Organization/Statutory Authority

There will be no separate legal or administrative entity created by this Interlocal Agreement. The City is authorized under Miss. Code Ann. § 21-17-1 (10) to use available funding through the Federal Transit Administration for capital, operations and maintenance of the system which generally requires a certain proportion of local matching funds. Likewise, the University, being an institution incorporated by an act of the legislature in Miss. Code Ann. § 37-119-1, may do all things necessary to accomplish the purpose of its creation as an institution of higher learning.

Section 4. (LEFT BLANK INTENTIONALLY)

Section 5. Fees due from University

For the expansion of services outlined in this agreement, the University shall pay unto the City a fee that is due by September 30, 2019. The fee is Six-Thousand, Five Hundred Dollars (\$6,500).

Section 6. Termination and Amendment of Interlocal Agreement

The parties may terminate or amend this agreement at any time, but only by proper action of the governing authorities of all the parties. This agreement may be amended at any time by the mutual consent of the parties herein by an agreement entered into pursuant to the provisions of the Interlocal Act and approved by the Attorney General. In the event of an early termination of the Agreement by the parties, the annual fee under Section 5 shall be prorated. The prorated amount

shall be calculated based on the difference in the number of expanded service days already provided and the number of expanded service days remaining.

Section 7. Review

No later than December 31, 2019, both parties to the agreement shall meet to review the terms of the agreement and the results thereof. Actual cost, actual ridership, best practices, and potential system improvements will be among the items reviewed for the purpose of establishing an intent to pursue a similar agreement in future years. The parties shall make every reasonable effort to come to a conclusion for 2020 no later than May 1, 2020.

Section 8. General Provisions

a. This agreement must be ratified and approved by the respective governing authorities prior to initiation, and this agreement is expressly subject to the approval by the Attorney General of the State of Mississippi as required by Miss. Code Ann. § 17-13-11. Further, this agreement is subject to ratification by the new respective governing authorities as the term of said contract may extend beyond any term of office of the City Council of Hattiesburg, MS and/or the Board of Trustees of the Institutions of Higher Learning.

b. Nothing in this Interlocal Agreement shall be construed to abridge any of the rights, privileges, and immunities enjoyed by the governmental entities and public officials which are parties hereto.

Section 9. Severability

Should any provisions of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

Signed this the _____ day of _____, 2019.

IN WITNESS WHERE, the parties have executed this Agreement as of the date and year first above written,

CITY OF HATTIESBURG, MS

ATTEST:

BY: _____
MAYOR

BY: _____
CITY CLERK

UNIVERSITY OF SOUTHERN MISSISSIPPI

BY: _____
VICE PRESIDENT FOR FINANCE AND ADMINISTRATION



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 6, 2019

Re: Approve Event Marketing Agreement with IMG College, LLC, for marketing partnership with USM athletics for a three (3) year period beginning October 1, 2019 and ending October 1, 2021, in the annual amounts outlined in said agreement and authorize the Mayor to execute the same.
File Number: 2019-43
Minute Book #

Summary

Recommendation Statement

Please place this on the August 6, 2019 City Council meeting for consideration.

Sponsor #: 0000748357

Contract #: 159741

Date: 07/01/2019

Sponsor: City of Hattiesburg
Attn: Samantha McCain
PO Box 1898
Hattiesburg, MS 39403

Bill To: City of Hattiesburg
Attn: Ann Jones
PO Box 1898
Hattiesburg, MS 39403

This Marketing Agreement ("Agreement"), effective as of the date set forth within, relates to sponsorship opportunities and specific inventory items at the below-listed college or university, solely with respect to its athletics department ("University"). IMG College, LLC ("IMG"), University's designated multi-media rights holder, appreciates Sponsor's commitment to support and sponsor University. The parties agree as follows:

EACH CONTRACT YEAR OF THIS AGREEMENT'S TERM, SPONSOR WILL RECEIVE THE FOLLOWING SPONSORSHIP INVENTORY (collectively, "Sponsorship Inventory"):

<u>University</u>	<u>Sport</u>	<u>Product</u>	<u>Inventory Item</u>	<u>Quantity</u>	<u>Events</u>
USM	All Sport	Internet	Website - Banner Ad Run	100	1
USM	All Sport	Sponsorship	Appearance of Seymour	1	2
USM	Baseball	Signage	Concourse Signage	1	Season
USM	Baseball	Tickets	Season Ticket	17	Season
USM	Baseball	Videoboard	PA Announcement & Videoboard Recognition	2	Season
USM	Basketball - Men's	Gameday	PA Announcement	2	Season
USM	Basketball - Men's	Print	Game Program (P) Quarter- Page Color Ad	1	Season
USM	Basketball - Men's	Television	Coach's Show Spot (00:00:30)	1	10
USM	Basketball - Men's	Tickets	Season Parking Pass	3	Season
USM	Basketball - Men's	Tickets	Season Ticket	6	Season
USM	Basketball - Women's	Tickets	Season Ticket	4	Season
USM	Football	Gameday	Game Day On-Field Promotion	1	1
USM	Football	Print	Yearbook Full-Page Color Ad	1	Season
USM	Football	Signage	West Concourse Panels	1	Season
USM	Football	Television	Coach's Show Spot (00:00:30)	1	12
USM	Football	Tickets	Eagle Village Hospitality Pass	6	Season
USM	Football	Tickets	Eagle Village Hospitality Pass	40	1
USM	Football	Tickets	Season Parking Pass	3	Season
USM	Football	Tickets	Season Ticket	40	Season
USM	Softball	Gameday	PA Announcement	1	Season

Term: Unless sooner terminated as set forth in this Agreement, the Term of this Agreement is three (3) Contract Years (as defined below), from 07/1/2019 through 06/30/2022. Either party has the right to terminate this Agreement effective at the end of the 2020-2021 Contract Year (06/30/2021) by providing written notice to the other party by April 1, 2021. A "Contract Year" means July 1 through June 30 each year through the Term of this Agreement.

Annual Investment:

Contract Year IMG Net Cash Amount

2019-2020 \$32,400.00

2020-2021 \$34,020.00

2021-2022 \$35,721.00

Other Provisions:

1. Sponsor shall pay IMG the *IMG Net Cash Amount* pursuant to the below Installment Billing Schedule.
2. This Agreement includes no agency commission.

INSTALLMENT BILLING SCHEDULE:

Invoice Date IMG Net Cash Invoice Amount

10/01/2019 \$32,400.00

10/01/2020 \$34,020.00

10/01/2021 \$35,721.00

Sponsor agrees to submit each payment by check or wire transfer. If Sponsor pays by check, then Sponsor shall send the check, together with a remittance or invoice identifying University and this Agreement, to the following remittance address, unless and until IMG directs otherwise: IMG College, LLC, Box 16533, Palatine, IL 60055. If Sponsor pays by wire or funds transfer, then Sponsor shall request applicable account information from either IMG's chief financial officer or accounting department. With respect to processing Sponsor's payment(s) hereunder, IMG will not engage with any third-party payment processor (*e.g.*, Ariba, PayModeX, etc.). Any amount Sponsor fails to pay within forty-five (45) days of the applicable invoice date is subject to a monthly finance charge of the maximum amount allowed by MS State statute, to be paid by Sponsor. As a convenience to and a reminder for Sponsor, IMG will submit invoices to Sponsor at the *Bill To* address listed above.

Billing Notes:

*Terms: Due Net forty-five (45) Days.
Checks made payable to IMG College, LLC.*

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to this Agreement.

Trademarks. No authorization is granted Sponsor herein for use of University's names, logos, trademarks, service marks, trade names or other identifying indicia ("Trademarks"). Accordingly, any such use is prohibited.

Insurance. The parties agree that the Sponsor is an agency of the State of Mississippi, and is thereby covered by state risk management/self-insurance program.

Preparation of Promotional/Sponsorship Recognitions. IMG is responsible for providing publication space or spot-advertisement locations for Sponsor-prepared promotional/sponsorship recognitions or advertising. Advertising production, video or graphics production, talent charges and service charges, if any, are not covered under this Agreement and remain Sponsor's sole responsibility, but Sponsor can obtain from IMG any such services for an additional service fee. Sponsor is responsible for timely submitting to IMG its advertisements, promotional/sponsorship recognitions, graphics, LED designs, video-board features, Internet displays and/or any other creative materials, as applicable, for Sponsorship Inventory ("Sponsorship Materials"). Sponsorship Materials (whether provided by Sponsor or on its behalf) are subject to IMG's approval, which approval shall not constitute approval as to conformity with any federal, state or local laws or regulations. If, by the deadline date (which IMG will provide Sponsor), IMG has not received from Sponsor its applicable Sponsorship Materials for publication, distribution or display, or if, after the deadline date, Sponsor submits to IMG copy corrections of applicable Sponsorship Materials, then IMG will not be obligated to publish Sponsorship Materials (or corrected Sponsorship Materials, as the case may be). IMG's failure to publish Sponsorship Materials (or corrected Sponsorship Materials) due to Sponsor's failure to meet the deadline date, however, in no way will relieve Sponsor of any of its obligations and duties under this Agreement, including its obligation to submit payments in full, as set forth in the Installment Billing Schedule.

Compliance. In connection with Sponsor's activities hereunder, during the Term, Sponsor shall comply with the policies, rules and regulations of University and of any athletics conference to which University belongs (as IMG may provide Sponsor from time to time), as well as the National Collegiate Athletic Association's ("NCAA") constitution, bylaws and rules (publicly available at www.ncaa.org). This obligation includes, but is not limited to, the obligation to comply with NCAA bylaws and rules restricting use of a student-athlete's name or likeness.

Effect of Breach. If Sponsor fails to make a payment by such payment's due date, as set forth in the Installment Billing Schedule (and fails to cure any such non-payment within ten (10) days after receiving from IMG written notice with respect thereto), then IMG reserves the right to suspend delivery (or provision) of Sponsorship Inventory to Sponsor and/or to terminate this Agreement, effective upon written notice from IMG to Sponsor. If Sponsor breaches the Trademarks section (including, without limitation, any unauthorized use of (University's or IMG's) Trademarks) or the Compliance section, then IMG reserves the right to terminate this Agreement effective upon written notice from IMG to Sponsor. If IMG terminates this Agreement before the Term concludes due to Sponsor's uncured breach in accordance with this section, then Sponsor shall remain liable for all applicable payments throughout the Term, less only the actual amount(s) IMG recoups, for Sponsorship Inventory not used by Sponsor, through University sponsorship agreements IMG obtains from University sponsors after the effective termination date and before the Term's conclusion.

Unforeseen Events. If, due to public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, acts of God or similar reasons, including, but not limited to, mechanical or technological breakdowns beyond its control and without its fault, IMG is unable to perform any of its obligations hereunder, then it will not be liable to Sponsor, except to the extent of (i) providing Sponsor suitable mutually agreed upon "make goods" or (ii) allowing Sponsor a *pro rata* rate reduction with respect to Sponsor's payments hereunder. Sponsor agrees, if, for any reason, Sponsorship Inventory changes at any time during the Term, then IMG, on Sponsor's behalf, will exercise best efforts to acquire similar mutually agreed upon make goods. If, however, the parties are unable to agree mutually upon any such make goods, then IMG promptly will give Sponsor a *pro rata* credit (or, if necessary, a *pro rata* refund of fees already paid) for Sponsorship Inventory not already provided hereunder.

Assignment. This Agreement is personal to Sponsor. Sponsor shall not sell, transfer or assign this Agreement, or any of Sponsor's rights hereunder, without IMG's prior written approval, and no rights shall devolve by operation of law or otherwise upon any Sponsor assignee, receiver, liquidator, trustee or other third party. Any unauthorized assignment shall be void and of no effect unless approved by IMG in writing. Subject to the foregoing, this Agreement shall be binding upon any approved Sponsor assignee or successor, and this Agreement shall inure to the benefit of IMG, its successors and permitted assigns.

Miscellaneous. This Agreement (i) sets forth the parties' entire understanding with respect to its subject matter, (ii) supersedes all prior negotiations and agreements between the parties concerning such subject matter and (iii) may be modified or amended only by a written instrument each party signs. Each party represents and warrants to the other party (i) the individual signing this Agreement on its behalf is duly authorized to do so and (ii) no representations have been made or relied upon other than those expressly provided for herein. This Agreement may be executed via delivery of a facsimile transmission or other commonly used electronic means (e.g., via a PDF attachment, etc.) in one (1) or more counterpart(s), each of which will be deemed an original, but all of which, taken together, constitute one (1) and the same agreement. No party's agent, employee or other representative is empowered to alter any of this Agreement's terms, unless via written instrument signed by the appropriate party's authorized officer or agent. A waiver by either

party of any of this Agreement's terms or conditions in any instance will not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. IMG may terminate this Agreement, effective immediately upon delivering to Sponsor written notice thereof, if IMG's University rights agreement is terminated for any reason; provided, however, IMG shall provide Sponsor a *pro rata* refund of any amounts paid for Sponsorship Inventory not yet received as of such effective termination date. This Agreement is governed by and construed in accordance with the laws of the state of Mississippi, without giving effect to its conflict of law rules.

Sponsor: City of Hattiesburg

Contract #: 159741

Contract Date: 07/01/2019

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by a duly-authorized officer, employee or representative.

IMG College, LLC

Sponsor

Signature of IMG College, LLC

Signature of Sponsor

Name: _____

(Please Print)

Title: _____

Title: _____

Date: _____

Date: _____

Thank you for your business!

For billing inquiries, please contact IMG's Office of Accounts Receivable at (336) 831-0737.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 6, 2019

Re: Approve form of Assignment of Sixteenth Section Lease and Deed to Improvements and Promissory Note for the purchase of property at 1410 West Pine Street; Approve purchase amount of \$607,000.00 and five year payment schedule and authorize Mayor to execute upon closing of transaction.
File Number: 2019-45
Minute Book #

Summary

Approve form of Assignment of Sixteenth Section Lease and Deed to Improvements and Promissory Note for the purchase of property at 1410 West Pine Street; Approve purchase amount of \$607,000.00 and five year payment schedule; Authorize Mayor to execute upon closing of transaction.

Recommendation Statement

These are the proposed warranty deeds and promissory note for the purchase of the property at 1410 West Pine Street.

The purchase is financed over a 5 year period with semi-annual payments of \$66,694.33 beginning on November 1, 2019 at 3.5% interest.

Engineer recommends approval.

Please place this on the August 6, 2019 City Council meeting for consideration.

Prepared by, record and return to:
Pope & Pope, P.A.
P. O. Box 17527
Hattiesburg, MS 39402
601-268-9997

Indexing Instructions: Section 16, T4N, R13W, Forrest Co., Mississippi

STATE OF MISSISSIPPI

COUNTY OF FORREST

**ASSIGNMENT OF SIXTEENTH SECTION LEASE
AND DEED TO IMPROVEMENTS**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned **GRANTOR**,

COURTESY REALTY, LLC, A Mississippi Corporation
1177 Old Highway 42
Sumrall, MS 39482

Telephone: _____

does hereby assign and transfer unto the **GRANTEE**,

CITY OF HATTIESBURG, MISSISSIPPI,
A Municipal Corporation
P. O. BOX 1898
Hattiesburg, MS 39403
Telephone: (601) 545-4501

its interest in and to the unexpired portion of that certain Sixteenth Section Lease, dated February 1, 2003, and recorded in Land Deed Book 903 at Page 79, in the office of the Chancery Clerk of Forrest County, Mississippi, to the following described real property, lying and being situate in Forrest

County, Mississippi, described as follows, to-wit:

(See Exhibit “A” attached) (Page 3)

along with all improvements located in, on, and under the above-described leasehold together with appurtenances thereto pertaining.

The above warranty and this conveyance are made subject to any and all easements for public road and utilities as presently laid out, constructed or in use, and also to all private easements, covenants and restrictions.

The above warranty and this conveyance are subject to those certain protective covenants and building restrictions recorded in the office of the Chancery Clerk of Forrest County, Mississippi.

The above warranty and this conveyance are made subject to that certain Notice of Use Restrictions place on the lands in order to comply with the Remedial Action Plan, the Settlement and the Agreed Order in connection with the consolidated matters stated in said Notice, dated January 29, 2003, and recorded in Land Deed Book 902 at Page 400 in the office of the Chancery Clerk of Forrest County, Mississippi.

The above warranty and this conveyance are made subject to that certain Perpetual Easement in favor of Kerr-McGee Chemical, LLC, dated January 29, 2003, and recorded in Land Deed Book 902 at Page 569, in the Office of the Chancery Clerk of Forrest County, Mississippi, for access to perform the work required of the remedial action plan.

WITNESS MY SIGNATURE, on this, the ____ day of _____, A.D., 2019.

COURTESY REALTY, LLC

By: _____
TODD H. MIXON, PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2019, within my jurisdiction, the within named TODD N. MIXON, who acknowledged that he is President of COURTESY REALTY, LLC, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

(S E A L)

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

A parcel of land in Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as commencing at a point 100 feet southeasterly from the point of intersection of the southwesterly boundary line of Scooba Street and the northwesterly boundary line of the right of way of the main line track of the New Orleans and Northeastern Railroad Company, and from said point of beginning run in a northwesterly direction 100 feet from the southwesterly boundary line of Scooba Street a distance of 433 feet, run thence in a southwesterly direction parallel with the northwesterly boundary line of the right of way of the main line track of the New Orleans and Northeastern Railroad Company a distance of 444 feet, more or less, run thence in a southeasterly direction at right angles to the northwesterly boundary line of the right of way of the main line track of the New Orleans and Northeastern Railroad Company a distance of 433 feet to a point on the northwesterly boundary line of the said New Orleans and Northeastern Railroad Company right of way, and run thence in a northeasterly direction on and along the northwesterly boundary line of said New Orleans and Northeastern Railroad Company railroad right of way a distance of 444 feet to the point of beginning, the same containing 4.40 acres of land, more or less; and, in addition thereto,

A lot or parcel of land in Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, described as follows: Beginning at a point where the Southwesterly boundary line of Scooba Street intersects the Southeasterly boundary line of Pine Street, as both streets are presently laid out, used and improved in the City of Hattiesburg, Mississippi, and from said point run thence in a Southeasterly direction along the Southwesterly boundary line of Scooba Street a distance of 195 feet to the point of beginning of the property herein described; continue thence Southeasterly along the Southwesterly boundary line of Scooba Street for a distance of 238 feet to a point; turn thence right and run in a Southwesterly direction along a line parallel with the Southeasterly boundary line of Pine Street a distance of 100 feet to a point; turn thence right and run Northwesterly along a line parallel with the Southwesterly boundary line of Scooba Street for a distance of 238 feet to a point; turn thence to the right and run Northeasterly along a line parallel with the Southeasterly boundary line of Pine Street for a distance of 100 feet to the point of beginning.

LESS AND EXCEPT any oil, gas and other minerals lying in, on and under the above described property.

Prepared by, record and return to:
Pope & Pope, P.A.
P. O. Box 17527
Hattiesburg, MS 39402
601-268-9997

Indexing Instructions: Section 16, T4N, R13W, Forrest Co., Mississippi

STATE OF MISSISSIPPI

COUNTY OF FORREST

**ASSIGNMENT OF SIXTEENTH SECTION LEASE
AND DEED TO IMPROVEMENTS**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned **GRANTOR**,

TNM REALTY, LLC, A Mississippi Corporation
1177 Old Highway 42
Sumrall, MS 39482
Telephone: _____

does hereby assign and transfer unto the **GRANTEE**,

CITY OF HATTIESBURG, MISSISSIPPI,
A Municipal Corporation
P. O. BOX 1898
Hattiesburg, MS 39403
Telephone: (601) 545-4501

its interest in and to the unexpired portion of that certain Sixteenth Section Lease dated February 1, 2003, and recorded in Book 903 at Page 127, in the office of the Chancery Clerk of Forrest County, Mississippi, to the following described real property, lying and being situate in Forrest County,

Mississippi, described as follows, to-wit:

(See Exhibit "A" attached) (Page 3)

along with all improvements located in, on, and under the above-described leasehold together with appurtenances thereto pertaining.

The above warranty and this conveyance are made subject to any and all easements for public road and utilities as presently laid out, constructed or in use, and also to all private easements, covenants and restrictions.

The above warranty and this conveyance are subject to those certain protective covenants and building restrictions recorded in the office of the Chancery Clerk of Forrest County, Mississippi.

The above warranty and this conveyance are made subject to that certain Notice of Use Restrictions place on the lands in order to comply with the Remedial Action Plan, the Settlement and the Agreed Order in connection with the consolidated matters stated in said Notice, dated January 29, 2003, and recorded in Land Deed Book 902 at Page 400 in the office of the Chancery Clerk of Forrest County, Mississippi.

The above warranty and this conveyance are made subject to that certain Perpetual Easement in favor of Kerr-McGee Chemical, LLC, dated January 29, 2003, and recorded in Land Deed Book 902 at Page 569, in the Office of the Chancery Clerk of Forrest County, Mississippi, for access to perform the work required of the remedial action plan.

WITNESS MY SIGNATURE, on this, the ____ day of _____, A.D., 2019.

TNM REALTY, LLC

By: _____
TODD H. MIXON, MANAGING MEMBER

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state,
on this _____ day of _____, 2019, within my jurisdiction, the within named
TODD N. MIXON, who acknowledged that he is the Managing Member of TNM REALTY, LLC.,
and that in said representative capacity he executed the above and foregoing instrument, after first
having been duly authorized so to do.

(S E A L)

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

A parcel of land in Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, which parcel of land contains 43,300 square feet, more or less and is particularly described as follows, to-wit: Beginning at a point where the southwesterly boundary line of Scooba Street intersects the southeasterly boundary line of Pine Street, as both of said streets are presently laid out, used and improved in the City of Hattiesburg, Mississippi, and from said point of beginning run thence in a southeasterly direction and along the southwesterly boundary line of Scooba Street a distance of 433 feet to a point, turn thence to the right and run in a southwesterly direction along a line parallel with the southeasterly boundary line of said Pine Street a distance of 100 feet to a point; turn thence to the right and run in a northwesterly direction and along a line parallel with the southwesterly boundary line of Scooba Street a distance of 433 feet to a point; turn thence to the right and run in a northeasterly direction and along the southeasterly boundary line of Pine Street a distance of 100 feet to the point of beginning; said parcel being further identified as a parcel of land located immediately south of the intersection of said Scooba Street and Pine Street and measuring 433 feet in a northwesterly – southwesterly direction, said property being further described and identified as fronting 100 feet on West Pine Street by 433 feet on Scooba Street, in the City of Hattiesburg, Forrest County, Mississippi,

LESS AND EXCEPT: the following described parcel, to-wit: A lot or parcel of land in Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, described as follows: Beginning at a point where the Southwesterly boundary line of Scooba Street intersects the Southeasterly boundary line of Pine Street, as both streets are presently laid out, used and improved in the City of Hattiesburg, Mississippi, and from said point run thence in a Southeasterly direction along the Southwesterly boundary line of Scooba Street a distance of 195 feet to the point of beginning of the property herein described; continue thence Southeasterly along the Southwesterly boundary line of Scooba Street for a distance of 238 feet to a point; turn thence right and run in a Southwesterly direction along a line parallel with the Southeasterly boundary line of Pine Street a distance of 100 feet to a point; turn thence right and run Northwesterly along a line parallel with the Southwesterly boundary line of Scooba Street for a distance of 238 feet to a point; turn thence to the right and run Northeasterly along a line parallel with the Southeasterly boundary line of Pine Street for a distance of 100 feet to the point of beginning.

LESS AND EXCEPT any oil, gas and other minerals lying in, on and under the above described property.

NOTE

_____, 2019

1. BORROWER'S PROMISE TO PAY

In return for the Lender conveying certain real property to the Borrower, said property located at 1410 W. Pine Street, Hattiesburg, Mississippi, The City of Hattiesburg Mississippi ("the City") promises to pay U.S. \$607,000.00, (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Courtesy Realty, LLC, and TNM Realty, LLC. The City understands that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on the principal amount at the rate of THREE AND ONE-HALF percent (3.5%).

3. PAYMENTS

(A) Time and Place of Payments:

Ten (10) payments of Sixty six thousand six hundred ninety four dollars and thirty three cents (\$66,694.33) beginning on November 1, 2019, and semi-annually thereafter until May 1, 2024 when the final payment shall be payable, which date is the maturity date. Payments shall be made to Courtesy Realty, LLC, 1177 Old Highway 42, Sumrall, MS 39482.

4. THE BORROWER'S RIGHT TO PREPAY

The City has the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When the City makes a prepayment, it will tell the Note Holder in writing that it is doing so. The City may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of the City's prepayments to reduce the amount of principal that the City owes under this Note. If the City makes a partial prepayment, there will be no changes in the due date or in the amount of its semi-annual payment, unless the Note Holder agrees in writing to those changes.

5. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any semi-annual payment by the end of Fifteen (15) calendar days after the date it is due, the City will pay a late charge to the Note Holder. The amount of the charge will be FOUR percent (4%) of the City's overdue payment of principal and interest. The City will pay this late charge promptly but only once on each late payment.

(B) Default

If the City does not pay the full amount on/or before the date it is due, it will be in default.

(C) Notice of Default

If the City is in default, the Note Holder may send the City a written notice telling it that if the City does not pay the overdue amount by a certain date, the Note Holder may require it to pay immediately the full amount of the principal which has not been paid and all the interest that is owed on that amount. That date must be at least 30 days after the date on which the Notice is delivered or mailed to The City.

(D) No Waiver by Note Holder

Even if, at a time when the City is in default, the Note Holder does not require the City to pay immediately in full as described above, the Note Holder will still have the right to do so, if the City is in default at a later time.

6. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to the City under this Note will be given by delivering it or by mailing it by first class mail to the City at the Property Address above or at a different address, if the City gives the Note Holder a notice of that different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address, if the City is given a notice of that different address.

7. WAIVERS

The City and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

8. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

If all or any part of the property or any interest in it is sold or transferred (r if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) with the Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND AND SEAL OF THE BORROWER:

CITY OF HATTIESBURG

By: _____
Toby Barker, Mayor

Attest: _____
Kermas Eaton, City Clerk



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 6, 2019

Re: Adopt an ordinance amending sections 17-1 through 17-10 of the Code of Ordinances of the City of Hattiesburg, addressing aggressive panhandling in the City of Hattiesburg
File Number: 2019-51
Minute Book #

Summary

Recommendation Statement

Please place this on the August 6, 2019 City Council meeting for consideration.

**AN ORDINANCE TO AMEND SECTIONS 17-1 THROUGH
17-10 OF THE CODE OF ORDINANCES OF THE CITY OF
HATTIESBURG, MISSISSIPPI, TO ADDRESS AGGRESSIVE PANHANDLING**

WHEREAS, the City of Hattiesburg (“the City”) currently has a chapter of its municipal code that deals with Peddlers, Solicitors and other Itinerant Merchants, said chapter being Chapter 17, entitled ‘Peddlers, Solicitors, and Other Itinerant Merchants’; and

WHEREAS, the said chapter does not specifically address the issue of panhandling, which the City Council recognizes is a significant problem within the City; and

WHEREAS, prohibiting panhandling in certain locations is necessary for public safety, and is in the best interest of the health and safety of the residents of and visitors to the City; and

WHEREAS, in order to protect the citizens of the City and visitors to the City from crime and preserve the private property, peace and comfort of the residents of the City and visitors to the City from those persons who are not known or who are not easily identifiable or traceable, it is in the best interests of the residents of and visitors to the City to adopt an ordinance that regulates panhandling; and

WHEREAS, the City recognizes that those who panhandle have certain First Amendment rights, but that these rights must be balanced with the rights of the general public to be free from harassment and to be safe in their persons.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF HATTIESBURG, MISSISSIPPI, AS FOLLOWS:**

SECTION 1. The findings, conclusions, and statements of fact contained in the foregoing preamble are hereby adopted, ratified, and incorporated herein.

SECTION 2. Chapter 17 of the Code of Ordinances of the City of Hattiesburg, Mississippi, is hereby amended to add Sections 17-10 as follows:

Section 17-10. Definitions.

(a) **“Panhandling”**. For the purpose of this chapter, “panhandling” is any solicitation made in person, verbally or in writing, requesting an immediate donation of money or other thing of value.

Section 17-11. Place of Panhandling. Any person who panhandles when the person solicited is in any of the following places in the City of Hattiesburg shall be guilty of a misdemeanor:

- (a) An intersection, interstate entrance or interstate exit;
- (b) At any bus stop or train stop;

- (c) In a public transportation vehicle or facility;
- (d) Twenty (20) feet in any direction from an automatic teller machine (ATM) or bank;
- (e) Within twenty (20) feet of any occupied vehicle on the street;
- (f) In public parks;
- (g) On private property, unless the panhandler has permission from the owner or occupant.

Section 17-12. Manner of Panhandling. Any person who panhandles in an aggressive manner, including any of the following manners, is guilty of a misdemeanor:

- (a) By coming within three (3) feet of the person solicited, until that person has indicated that he or she does wish to make a donation;
- (b) By blocking the path of the person solicited along a sidewalk or street;
- (c) By following a person who walks away from the panhandler;
- (d) By using profane or abuse language, either during the solicitation or following a refusal;
- (e) By panhandling in a group of two or more persons;
- (f) By any statement, gesture, or other communication which a reasonable person in the situation of the person solicited would perceive to be a threat.

Section 17-3 Penalties. Any person who violates this section shall, upon conviction, be found guilty of a misdemeanor, upon conviction thereof, shall be fined not less than \$100 dollars and not more than \$250 dollars or imprisoned in the county jail for not more than six (6) months, or both fined and imprisoned.

Section 17-4. This ordinance shall take effect when and as provided by law, and shall be published according to law and spread on the minutes of the City of Hattiesburg.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council Member _____, seconded by Council member _____, and was adopted by the following vote to wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 6th day of August, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above foregoing Ordinance having been submitted to and approved by the Mayor,
this the 6th day of August, 2019.

ATTEST:

APPROVED:



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 6, 2019

Re: Authorize payment for stored materials for the State Aid Project 31st Avenue and Alley Improvements Project (No. DECD-0018(34)BO).

File Number: 2019-31

Minute Book #

Summary

Authorize payment for stored materials for the State Aid Project 31st Avenue and Alley Improvements Project (No. DECD-0018(34)BO).

Recommendation Statement

State aid requires council approval in order to pay for stored materials. We have verified the materials are onsite and we recommend approval. .

Engineer recommends approval.

Please place this on the August 6, 2019 City Council meeting for consideration.

July 8, 2019

Office of State Aid Road Construction
Mississippi Department of Transportation
401 North West Street
Jackson, MS 39201

RE: Contractor: Precision Construction
Bond: 8413822
Project: DECD-0018(34)BO 31st Avenue and Alley
Vendor: All-Phase Electric

To Whom It May Concern:

In accordance with the provisions of the contract between Owner and Contractor, as referenced above, Westfield Insurance Company does hereby approve the payment of certain stockpiled materials provided in connection with the above reference project, and agrees that this payment to the Contractor shall not relieve Westfield Insurance Company of any of its obligations as set forth in its bond.

Westfield Insurance Company

By: 

Kimberly B. Barhum, Attorney-In-Fact

CC: Precision Construction, LLC

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DAVID R. FORTENBERRY, RICHARD T. JONES, MARY J. NORVAL, KIMBERLY B. BARHUM, JOINTLY OR SEVERALLY

of HATTIESBURG and State of MS its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 29th day of MARCH A.D., 2016 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Dennis P. Baus, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 29th day of MARCH A.D., 2016 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 8th day of July A.D., 2019



Frank A. Carrino, Secretary

Precision Construction LLC

*15 Chanticleer Dr.
Hattiesburg, MS 39402
Ph: 601-408-5990*

7/15/2019

RE: 31st Ave and Alley
Project No. DECD-0018(34)BO

Per the contract we are hereby requesting payment for stored materials on the Lighting Assemblies for pay item 683-B Low Mast 22-6-2-250. Due to the fact that these had to be ordered early because of long lead times, and to avoid price increases due to tariffs and that the project has incurred substantial delay, these items represent substantial investment, but will not be incorporated into the project for yet some time.

Sincerely,



Nathan Smutzer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2019

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

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

PRODUCER AssuredPartners Gulf Coast- Gulfport (Rogers Ins) 15429 O'Neal Road Gulfport MS 39503	CONTACT NAME: Sara Hollis	
	PHONE (A/C, No, Ext): 228-832-9313	FAX (A/C, No): 228-832-1321
INSURED Commercial Electric of Long Beach Inc PO Box 614 Long Beach, MS 39560	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lafayette Insurance Company	
	INSURER B: Accident Fund National Insurance Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 499298736**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		60489027	3/26/2019	3/26/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		60489027	3/26/2019	3/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A	WCV6168369	7/1/2019	7/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Precision Construction LLC
15 Chanticleer Dr
Hattiesburg MS 39402
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ALL-PHASE ELECTRIC SUPPLY
3420 25TH AVENUE
GULFPORT MS 39501
TEL: 228 864-7731 FAX: 228 863-3177

SLS: 8522
INSL: 8517
BY: AH
FOB: SHIPPING POINT
FRT: PREPAID

PAGE: 001 OF 001
QUOTE #: 1065578
DATE: 01/24/19
REV #: 000
REV DATE: 01/24/19

CONTACT: ANDREWH

ORDER FOR: COMMERCIAL ELECTRIC OF LONG BEACH

ACCT #: BP-19876 COMMERCIAL ELECTRIC OF LONG BEACH

CONFIRMED ORDER

P.O. BOX 614
LONG BEACH, MS 39560
TEL: (228) 860-0410

CUS PO #: USM 31ST AVENUE
JOB NAME:

LN	QTY	MFR	CATALOG #/DESCRIPTION	PRICE	UOM	EXT AMT
01	4	MISC	2-A850A/5P-INV/CAS6/ HS/9522STO/SSCC/250WMH P-MT208V/	6,555.00	E	26,220.00
02			RE5G/MOGUL/GFI-IUC/HDBA/BK "TYPE A"			

TOTAL: 26,220.00

PLEASE NOTE: THIS IS A CONFIRMATION OF YOUR ORDER. PRICES ARE CONFIRMED AND BASED ON THE ABOVE-REFERENCED QUOTE. THIS ORDER IS SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATIONS WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

CUSTOMER COPY







From: [Geoffrey Crosby](#)
To: [Rutland, Lamar](#); [Waits, Sharon](#)
Cc: [Doug Wimberly](#)
Subject: 31st Avenue State Aid Project - Advancement of Materials
Date: Monday, July 15, 2019 3:12:58 PM
Attachments: [31st Ave Stored Material.pdf](#)
[31st Stored Materials Letter.PDF](#)
[Written Consent of the Surety.pdf](#)

Lamar,

Precision Construction has received the lights for the above project but will be storing them offsite until it is time to install them. He is requesting payment on the next pay application for materials only since payment had to be made at the time of delivery. See attached invoice showing the amount to be claimed. In accordance with the State Aid Specifications, he must have Council approval, Surety approval, engineer approval, and State Aid approval. If the City Council agrees to payment of stored materials, please send us the minutes and we will forward the package to State Aid for approval.

Let me know if you need anything else.

Thanks,

.....
Geoffrey Crosby, P.E.

Senior Project Manager

Neel-Schaffer, Inc.

P.O. Box 1487

Hattiesburg, MS 39403-1487

Phone: 601-545-1565

Fax: 601-545-2267

Cell: 601-408-3354

<http://www.neel-schaffer.com>

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Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, August 6, 2019

Re: Authorize the acceptance of the FY2020 Multi-Modal Transportation Improvement Program Award from the Mississippi Department of Transportation (MDOT) in the amount of \$13,800; authorize the Mayor to execute the same in triplicate.
File Number: 2019-18
Minute Book #

Summary

2020 MDOT Multi-Modal Transportation Improvement Program Award

Recommendation Statement

I recommend acceptance of the FY2020 Multi-Modal Transportation Improvement Program Award from the Mississippi Department of Transportation (MDOT) in the amount of \$13,800.

Please place this on the August 6, 2019 City Council meeting for consideration.

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7001
FAX (601) 359-7110
GoMDOT.com



James A. Williams, III
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

July 3, 2019

Ms. Jennifer Shows
Grant Coordinator
City of Hattiesburg - Hub City Transit
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE: Multi-Modal Fund Award
Contract # 503282-333000; 333100

Dear Ms. Shows:

Enclosed is the contract approved by the Mississippi Transportation Commission for an award of **\$13,800.00** in state funds. These funds are to be used to support **capital expenses** included in your project approved budget. This award is based on the recommendations of the Public Transit Multi-Modal Committee's review of the information submitted on behalf of your agency. You are reminded that the expenditure of these funds must comply with all applicable cost principles as well as current procurement policies, regulations and laws.

You are asked to return the signed contracts to my attention by the close of business Monday, August 5, 2019.

If you have any questions concerning this award or need additional information, please contact Roderick Bailey of my office directly (601-359-7800) or e-mail (rbailey@mdot.ms.gov). We look forward to assisting your organization in taking full advantage of this opportunity.

Sincerely,

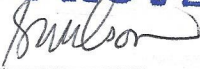
Shirley Wilson, Director
Public Transit Division

SW:bm

Enclosures

cc: Director - Office of Intermodal Planning (60-01)

APPROVED



Attachment A

PROJECT BUDGET				
City of Hattiesburg				
Multi-Modal Public Transit Project				
July 1, 2019 - June 30, 2020				
Contract Number: 503282-333000; 333100				
Scope	Multi-Modal Funds	Local Funds	Federal Funds	Total Cost
Capital: 503282-333000; 333100	\$13,800.00	\$0.00	\$55,200.00	\$69,000.00
				\$0.00
Operation: 503282-333000; 333100				\$0.00
				\$0.00
Total	\$13,800.00	\$0.00	\$55,200.00	\$69,000.00

Note: Capital: 503282-333000; 333100:

Construction and placement of two standard ADA bus shelters and one ADA large transfer shelter-\$13,800.

**MISSISSIPPI TRANSPORTATION COMMISSION
MULTI-MODAL FUNDING AGREEMENT
Project No. 503282-333000; 333100**

This AGREEMENT is made and entered into by and between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation (hereinafter "MDOT"), and **City of Hattiesburg** ("RECIPIENT," jointly referred to as "PARTIES"), effective as of the date of the last execution below.

WHEREAS, Section 65-1-701 et seq., Miss. Code Ann. (1972) as amended, authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid for the development and improvement of transportation projects; and

WHEREAS, the RECIPIENT has submitted an application for Federal and/or State MULTI-MODAL Funds (hereinafter "APPLICATION") to the COMMISSION for financial assistance to be expended by or on behalf of the RECIPIENT in support of a project consisting of the following:

Construction and placement of two standard ADA bus shelters and one ADA large transfer shelter-\$13,800.

Amount: **\$13,800.00**

hereinafter referred to as the "PROJECT," a brief description together with special provisions of which is incorporated herein and made part of this AGREEMENT as Attachment "A."

Such PROJECT may be more fully described in the APPLICATION, capital replacement plan, budget/estimate and/or approved Federal/State grant on file in the offices of the Mississippi Department of Transportation, which, as applicable, are incorporated herein by reference; and

WHEREAS, the COMMISSION has agreed to partially fund such PROJECT with State and/or Federal funds, said PROJECT having been first approved by the Public Transit MULTI-MODAL Committee;

NOW, THEREFORE, in furtherance thereof, the parties hereto do agree as follows:

SECTION I Responsibilities of the Parties

As a condition of this AGREEMENT and as consideration for same, the RECIPIENT agrees to the following terms and conditions:

- A. The RECIPIENT will expend an amount equal to the amount shown in the APPLICATION as the RECIPIENT's share of the PROJECT, unless a lesser amount is subsequently approved by the COMMISSION.

- B. The RECIPIENT will carry out and complete the PROJECT in accordance with the approved APPLICATION, budget/estimate, plans, specifications, or contracts for the transportation PROJECT, incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.
- C. The RECIPIENT will provide the COMMISSION with reports in a format and schedule as may be requested by the COMMISSION for accomplishing the PROJECT. Failure to accomplish the PROJECT in a timely manner may be considered as the basis for the COMMISSION to cancel this award and withdraw these funds.
- D. The RECIPIENT will ensure that all funds awarded through this AGREEMENT are expended in accordance with all Federal/State cost principles as well as Federal and State procurement laws, regulations, or other program guidance as applicable.
- E. The RECIPIENT will at all times comply with all applicable Federal and State regulations, policies, procedures and directives, including the applicable Certifications and Assurances to be executed by the RECIPIENT as a part of grant awards and/or other agreements with the COMMISSION that relate to this PROJECT.
- F. The RECIPIENT will establish and maintain financial records of the PROJECT in accordance with applicable Federal and/or State audit requirements and make them available to personnel of the COMMISSION upon request.
- G. The RECIPIENT will operate and maintain in a safe and serviceable condition, all real and/or personal property, including but not limited to vehicles and equipment (hereinafter, as combined, to be referred to as "PROPERTY") that is purchased in whole or in part with funds provided by this AGREEMENT.
- H. The RECIPIENT will grant and does hereby grant to the COMMISSION the right and opportunity to inspect any PROPERTY financed in whole or in part by this AGREEMENT, to audit any records connected to this PROJECT, and to review the RECIPIENT's processes, procedures, and use of said PROPERTY.
- I. The RECIPIENT will dispose of all PROPERTY financed in whole or in part by this AGREEMENT in accordance with the applicable property management and disposition policies and procedures as determined by the COMMISSION.
- J. The RECIPIENT will dispose of all proceeds resulting from the sale of any PROPERTY financed in whole or in part by this AGREEMENT in accordance with written guidance from the COMMISSION.

The COMMISSION in discharge of its responsibilities hereunder agrees to reimburse the RECIPIENT an amount up to \$13,800.00 as the COMMISSION's share from the State MULTI-MODAL Transportation Improvement Fund, and/or other available State or Federal funds as may be appropriate for expenses incurred in accomplishing the PROJECT.

SECTION II Purchase of Property, Goods, or Services

The purchase of all PROPERTY, and/or goods and services, financed in whole or in part pursuant to this AGREEMENT shall be in accordance with the applicable Federal and State laws and procurement regulations, including State competitive bidding procedures.

The MDOT, after conferring with the appropriate Federal agency, may impose additional specific requirements governing the acquisition, use, or disposition of PROPERTY purchased with Federal funds.

SECTION III Title to Project Property

With respect to the title to PROPERTY acquired as a result of this AGREEMENT, the RECIPIENT agrees as follows:

- A. Title to PROJECT PROPERTY shall be in the RECIPIENT's name subject to the restrictions of use and disposition as set forth herein and in accordance with Sections IV, V, and VIII of this AGREEMENT. If applicable, the COMMISSION shall be listed as first lien-holder on and maintain all original titles to PROPERTY and shall be furnished one set of keys. If this AGREEMENT is terminated for any reason, title to such PROPERTY shall become vested in the COMMISSION as first lien-holder and the COMMISSION shall have the right to repossess the same without notice.
- B. The RECIPIENT shall grant to the COMMISSION a security interest in the PROJECT PROPERTY through the execution of a security agreement in a form acceptable to the COMMISSION and by the filing of financing statements necessary to perfect that security interest. A copy of the Security Agreement form, acceptable to the COMMISSION, is available upon request to the designated COMMISSION contact person shown at Section XXI below.
- C. When real property is acquired and/or developed under the terms of this AGREEMENT, non-governmental RECIPIENTS agree to grant to the COMMISSION a security interest in the real property to secure RECIPIENT's performance of the terms of this AGREEMENT and shall perfect that security interest by executing a deed of trust in a form acceptable to the COMMISSION and by filing that deed of trust in the land records of the county where the real property is located. At least ten (10) days prior to the transfer of funds under the terms of this AGREEMENT for the acquisition and/or development of real property, the RECIPIENT shall provide to the COMMISSION a title certificate from a Mississippi licensed attorney approved by the COMMISSION showing that there are no encumbrances on the real property to be acquired and/or developed, and the RECIPIENT shall have the title certificate updated immediately prior to the transfer of funds for the acquisition and/or development of the subject property. A copy of the Deed of Trust form, acceptable to the COMMISSION, is available upon request to the designated COMMISSION contact person shown at Section XXI below.
- D. In addition, when real property is acquired and/or developed under the terms of this AGREEMENT, non-governmental RECIPIENTS shall convey to the COMMISSION the RECIPIENT's executive power to transfer any interest in the real property until the RECIPIENT has fulfilled its obligations under the terms of this AGREEMENT. The conveyance of the RECIPIENT's executive power shall be in a form acceptable

to the COMMISSION. A copy of the Conveyance of Executive Power form, acceptable to the COMMISSION, is available upon request to the designated COMMISSION contact person shown at Section XXI below.

- E. If the RECIPIENT is a governmental entity, in lieu of C and D above, it agrees to execute a Notice of Federal/State Interest which shall be duly recorded in the land records of the county. A copy of an acceptable form of the Notice of Federal/State Interest is available from the designated COMMISSION contact person shown at Section XXI below.

SECTION IV Use of Project Property

Use of PROJECT PROPERTY is subject to the following conditions:

- A. The RECIPIENT agrees that the PROJECT PROPERTY shall be used as described in the approved APPLICATION and this AGREEMENT. If, during the duration of the PROJECT, any PROPERTY is not used in this manner or is withdrawn from service for more than ninety (90) days, the RECIPIENT shall notify the COMMISSION in writing and shall dispose of such PROPERTY in accordance with guidance from the COMMISSION.
- B. In the event of the RECIPIENT's non-compliance with the provisions of this section, the COMMISSION shall impose such sanctions as it may determine to be appropriate, including but not limited to:
- (1) Withholding or discontinuing further reimbursements or funding; and/or
 - (2) Cancellation, termination, or suspension of this AGREEMENT in whole or in part.
- C. The RECIPIENT shall keep satisfactory records with regard to the use of the PROJECT PROPERTY and shall submit to the COMMISSION upon request such information as is required.
- D. The RECIPIENT shall neither use nor permit the PROPERTY provided hereunder to be used for any illegal or unlawful purpose or in an unlawful manner or otherwise subject the said PROPERTY to confiscation. The RECIPIENT agrees to reimburse the COMMISSION for the fair, retail market value in the event that the PROPERTY is confiscated while in the possession or control of the RECIPIENT, together with other such expenses or losses that the COMMISSION may incur as a result thereof including attorney fees.

SECTION V Encumbrance of Project Equipment or Real Property

Except as provided in Section III of this AGREEMENT, the RECIPIENT shall not execute any lease, pledge, mortgage, lien, or other contract (including a grant anticipation note or "Safe Harbor Lease" under Section 168(g)(8) of the Internal Revenue Code of 1954) touching or affecting the Federal/State interest in any PROJECT PROPERTY, nor shall it obligate itself in any other manner, with any third party with respect to such PROPERTY, unless such lease, pledge, mortgage, lien, contract, or other obligation is expressly authorized in writing by the COMMISSION;

nor shall the RECIPIENT, by any act or omission of any kind, adversely affect the Federal/State interest or impair its continuing control over the use of said PROPERTY.

SECTION VI Records and Maintenance of Project Property

For the duration of the PROJECT, the RECIPIENT shall maintain the PROJECT PROPERTY at a high level of cleanliness, safety, and mechanical soundness. The RECIPIENT must maintain a PROJECT equipment inventory and a formal maintenance program. Property records must include a description of the property, vehicle identification number, if applicable, source, cost, acquisition date, percent of Federal participation, detailed maintenance records, and any disposition data.

SECTION VII Insurance

The RECIPIENT shall obtain insurance adequate to protect PROJECT PROPERTY, as well as public liability insurance. The COMMISSION shall be named as loss payee for PROPERTY purchased with Federal and/or State MULTI-MODAL funds. The RECIPIENT shall submit evidence of such insurance coverage including documentation of the solicitation process annually to the COMMISSION or prior to beginning vehicle operations, work or services to carry out the PROJECT, and said coverage shall remain in effect at all times during the duration of the PROJECT.

The RECIPIENT shall obtain and maintain at all times during the duration of the PROJECT insurance coverage adequate to meet the appropriate requirements of the COMMISSION. In lieu thereof, the RECIPIENT shall certify that its sub-recipient has obtained said coverage. These specific requirements shall be attached hereto as Attachment "B."

SECTION VIII Disposition of Property

The RECIPIENT agrees that the PROJECT property shall be used as described in Section IV of this AGREEMENT. If, at any time during the duration of this PROJECT, any PROPERTY with remaining useful life is not being used as described above, the RECIPIENT shall notify the COMMISSION in writing and, after concurrence by the COMMISSION, shall dispose of such PROPERTY in accordance with applicable laws and regulations and with the following procedures:

- A. Disposal of property with remaining useful life requires written approval authorized by the COMMISSION.
 - (1) If PROPERTY is transferred to another recipient, the transferring RECIPIENT shall be entitled to and responsible for collecting from the receiving recipient its pro rata share of the current fair market value, based on the local match ratio. The value of the local match shall be based on at least two (2) independent appraisals of the current fair market value. In the absence of independent appraisals, value of the property shall be based on standard depreciation calculations.
 - (2) If the PROPERTY is approved to be retained by the RECIPIENT and the property has a fair market value of at least five thousand dollars (\$5,000.00), the RECIPIENT shall reimburse the COMMISSION in an amount based on

the Federal/State pro rata share of the original cost, equal to the current fair market value of the PROPERTY. The fair market value must be based upon two (2) independent appraisals. These appraisals must be approved by the COMMISSION.

- (3) If the PROPERTY is approved to be sold, it shall be advertised and sold at the highest price obtainable at public sale or via sealed bids. All sales of PROPERTY must be consistent with State laws. The COMMISSION may authorize the expenses of the sale to be deducted from the proceeds. The proceeds derived from the sale of the PROPERTY may be retained by the RECIPIENT as long as such proceeds are used to support the transportation PROJECT approved by the COMMISSION. Otherwise the RECIPIENT shall reimburse the COMMISSION its pro rata share of the net proceeds, based on the pro rata share of the original cost.
- B. To request disposal of PROPERTY that has reached its end of useful life, the RECIPIENT must make a written request of a declaration of end of useful life to the COMMISSION. Requests for end of useful life must be made in such a manner and format as required by the COMMISSION in the approved program procedures manual or policy statements.
- C. The RECIPIENT shall be responsible to the COMMISSION for full compliance with the current version of OMB Circular A-110 Revised and the "Common Grant Rule" for property disposition, and all other provisions of applicable Federal and State laws, rules, and regulations.

SECTION IX E-Invoice and E-Payment Paymode-X

This COMMISSION requires that all RECIPIENTS submit invoices electronically throughout the term of this AGREEMENT. RECIPIENT invoices shall be submitted to the COMMISSION using the processes and procedures identified by the COMMISSION. Procedures for new RECIPIENTS may be found in the Mississippi Department of Finance and Administration's Mississippi Agency Accounting Policies and Procedures (MAAPP) Manual in the Vendor File Maintenance Sections 11.20.10, 17.20.05, and 17.10.10 and in the related section on requirements for requesting an exemption from electronic payment found in Section 17.10.20. RECIPIENT understands that RECIPIENT must be enrolled in Paymode-X e-payment module prior to being enrolled for e-invoicing, and agrees to same, unless RECIPIENT has applied for and been granted an exemption. RECIPIENT may request assistance enrolling by contacting www.mmrs.state.ms.us or by calling the Mississippi Management and Reporting System's (MMRS) Call Center at (601) 359-1343. Payments by State Agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited in the bank account of the RECIPIENT's choice. RECIPIENT understands that the COMMISSION is exempt from the payment of taxes. All payments shall be in United States Currency.

SECTION X Agreement Reimbursement/Payments

Reimbursement payments pursuant to this award will be made for eligible costs documented by invoices for the equipment, work or services incurred in accomplishing the

PROJECT. Final payment will be made after review and approval by the COMMISSION of documentation of the completion of the PROJECT and/or any audit documents as may be applicable.

The COMMISSION reserves the right to amend or withdraw this award at any time prior to its acceptance by the RECIPIENT.

SECTION XI Applicable Law/Severability

This AGREEMENT shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi shall be null and void. If any term or provision of this AGREEMENT is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this AGREEMENT shall not be affected thereby and each term and provision of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.

SECTION XII Availability of Funds

It is expressly understood and agreed that the obligation of the COMMISSION to proceed under this AGREEMENT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and/or the receipt of State funds, as provided by Section 27-104-25 of the Mississippi Code.

If at any time the funds anticipated for the fulfillment of this AGREEMENT are not forthcoming or are insufficient as a result of the failure of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the COMMISSION for the performance of this AGREEMENT, then this AGREEMENT shall be suspended automatically without any notice to RECIPIENT or any surety, for a period not to exceed ten (10) business days, effective immediately upon the date that said funds are not available, without damage, penalty, cost, or expenses to the COMMISSION of any kind whatsoever. RECIPIENT is responsible for monitoring the actions of the Mississippi Legislature in its enactment of, or its failure to enact, any budget appropriation for the MDOT for the ensuing Fiscal Year, and for monitoring the MDOT website at <http://www.gomdot.com> for any such notices.

In the event that said suspension is necessary, RECIPIENT shall take all necessary steps to minimize the incurrence of costs allocable to the suspension, and advise all sub-recipients and vendors to do the same. Upon expiration of the ten (10) business days, if said funds remain unavailable, then COMMISSION may, at its discretion, elect to extend the suspension and/or issue a stop work order or terminate this AGREEMENT as provided below.

If a suspension is not canceled and the work covered by such suspension is terminated, the RECIPIENT may be paid for services rendered prior to the suspension and/or stop work order. In addition to payment for services rendered prior to the date of the suspension and/or stop work order, the COMMISSION may be liable only for the costs, fees, and expenses, if any, for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT. In no event shall the COMMISSION be liable for lost profits or other consequential damages.

SECTION XIII Stop Work Order/Termination for Lack of Funding

The COMMISSION may issue a stop work order or terminate this AGREEMENT for lack of funding in the following manner:

- A. The COMMISSION may, by written order to the RECIPIENT at any time, and without notice to any surety, require the RECIPIENT to stop all or any part of the work called for by this AGREEMENT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the RECIPIENT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the RECIPIENT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the COMMISSION shall either:
- (1) Cancel the stop work order; or
 - (2) Terminate the work covered by such order according to and as provided elsewhere in this AGREEMENT.

Prior to the COMMISSION's taking official action to stop work under this AGREEMENT, the Executive Director of MDOT may notify the RECIPIENT, in writing, of the MDOT's intentions to ask the COMMISSION to stop work under this AGREEMENT. Upon notice from the Executive Director of MDOT, RECIPIENT shall suspend all activities under this AGREEMENT, pending final action by the COMMISSION.

- B. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the RECIPIENT shall have the right to resume work. If the COMMISSION decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the RECIPIENT's cost properly allocable to the performance of any part of this AGREEMENT and the RECIPIENT asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage, an equitable adjustment in this AGREEMENT may be made by written modification of this AGREEMENT as provided by the terms of this AGREEMENT.
- C. If a stop work order is not canceled and the work covered by such order is terminated, the RECIPIENT may be paid for services rendered prior to the termination. In addition to payment for services rendered prior to the date of termination, the COMMISSION shall be liable only for the costs, fees, and expenses for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT in the packaging and shipment of all documents covered by this AGREEMENT to the COMMISSION. In no event shall the COMMISSION be liable for lost profits or other consequential damages.

- D. If at any time the funds anticipated for the fulfillment of this AGREEMENT are not forthcoming or are insufficient due to the failure of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the COMMISSION for the performance of this AGREEMENT, the COMMISSION shall have the right, upon ten (10) days' written notice to the RECIPIENT, to terminate this AGREEMENT without damage, penalty, cost, or expenses to the COMMISSION of any kind whatsoever. The effective date of termination shall be as specified in the notice or at the end of any fiscal funding period wherein the funds are not available.

In addition to payment for services rendered prior to the date of the termination, the COMMISSION may be liable only for the costs, fees, and expenses, if any, for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT. In no event shall the COMMISSION be liable for lost profits or other consequential damages.

SECTION XIV Responsibilities for Claims and Liability

Non-governmental RECIPIENTS shall defend, indemnify, and hold harmless the COMMISSION and all its officers, agents, and employees from any claim, loss, damage, cost, charge, expense, or reasonable attorney fees (including, but not limited to, any type of environmental claim, loss, damage cost charge, or expense), to the extent caused by any act, actions, negligence, or omission by the RECIPIENT, its agents, employees, or sub-recipients during the performance of this AGREEMENT, whether direct or indirect. Neither the RECIPIENT nor any of his agents or sub-recipients will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the COMMISSION or any of its officers, agents, or employees.

Non-governmental RECIPIENTS' obligation under this section shall be initiated by the COMMISSION's notice of claim for indemnification to RECIPIENT. At the COMMISSION's option, the RECIPIENT shall defend or participate and associate with the COMMISSION in the defense and trial or arbitration of any damage claim, lien, or suit and any related settlement negotiations. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the COMMISSION entirely responsible shall excuse performance of provision by the RECIPIENT. In such case, the COMMISSION shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the COMMISSION agrees to notify all RECIPIENTS in writing as soon as practicable after receipt or notice of any claim involving RECIPIENT. These indemnities shall not be limited by reason of the listing of any insurance coverage.

All RECIPIENTS, whether public or otherwise, agree to notify the Commission of any event encountered in the course of performance of this AGREEMENT which results in injury to any person or property, or which may otherwise subject the RECIPIENT or the COMMISSION or its officers, agents, or employees to liability. The RECIPIENT shall report any such event to the COMMISSION immediately upon discovery. Reporting to the COMMISSION under this section shall not excuse or satisfy any obligation of the RECIPIENT to report any event to law enforcement or other entities under the requirements of any applicable law.

All notices, communications, and correspondence between the COMMISSION and the RECIPIENT shall be directed to the key personnel and designated agents designated in this AGREEMENT.

SECTION XV Immigrant Status Certification/E-Verify

RECIPIENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. RECIPIENT agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. RECIPIENT further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. RECIPIENT understands and agrees that any breach of these warranties may subject RECIPIENT to the following: (a) termination of this AGREEMENT and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification, or other document granted to RECIPIENT by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, RECIPIENT would also be liable for any additional costs incurred by the State due to AGREEMENT cancellation or loss of license or permit. The RECIPIENT is required to provide the certification on Attachment "C" to this AGREEMENT to the COMMISSION verifying that the RECIPIENT and sub-recipient(s), if any, are registered and participating in E-Verify prior to execution of this AGREEMENT.

It is agreed by the parties that no person employed by the RECIPIENT pursuant to the provisions hereof will be considered an agent or employee of the COMMISSION or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this AGREEMENT is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.

SECTION XVI Disputes

Any dispute concerning a question of fact in connection with this AGREEMENT which is not disposed of by agreement shall be arbitrated by the Executive Director of the MDOT or such person as the Executive Director may designate. The decision of the Executive Director or his/her designee shall be final and conclusive, unless within fifteen (15) days from the date of receipt of the decision, the RECIPIENT submits a written request for review of the decision. In that event, the RECIPIENT shall be provided an opportunity to be heard on the review and offer evidence in support of the RECIPIENT's position regarding the decision. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction to be unlawful for the reason it was not supported by any substantial evidence, was fraudulent, or

was capricious. Until a final determination is made, the RECIPIENT shall proceed forthwith with the performance of the RECIPIENT's duties under this AGREEMENT pursuant to the Executive Director's decision.

SECTION XVII Termination of Agreement by Mutual Consent or Fault

This AGREEMENT may be terminated at any time by mutual consent of both parties. The RECIPIENT may terminate its participation in the PROJECT by notifying in writing and receiving the concurrence of the COMMISSION forty-five (45) days in advance of the termination. The COMMISSION may terminate this AGREEMENT by giving the RECIPIENT fifteen (15) days' advance written notice in the event of determination by the COMMISSION of nonperformance or any breach of any terms of this AGREEMENT by the RECIPIENT. The COMMISSION, before issuing written notice of AGREEMENT termination, may allow the RECIPIENT forty-five (45) days to correct the problems identified. If the COMMISSION makes the determination that this AGREEMENT should be terminated due to (a) insufficient performance, (b) a violation of any provision of this AGREEMENT, or (c) a misuse of the funds or equipment provided under this AGREEMENT, then it is agreed that this AGREEMENT shall be terminated upon fifteen (15) days' notice in writing from the COMMISSION to the RECIPIENT. The RECIPIENT shall be entitled to receive compensation for eligible expenses approved by the COMMISSION prior to receiving the termination notice.

SECTION XVIII Termination of Agreement by the Commission

The COMMISSION shall have the absolute right to terminate this AGREEMENT at any time without notice to the RECIPIENT, on the occurrence of any of the following occurrences, which shall constitute a material breach of this AGREEMENT:

- A. failure to perform any of the scheduled duties as set out herein;
- B. performing unacceptable work, or neglecting or refusing to remove materials or to perform anew such work as may be rejected as unacceptable;
- C. discontinuing the prosecution of the work;
- D. subcontracting or assigning the work hereunder without the prior written consent of the COMMISSION;
- E. unnecessary delay in completing the duties under this AGREEMENT;
- F. violation by the Recipient of any law of the State of Mississippi or any law of the United States of America;
- G. becoming insolvent, being declared bankrupt, filing for protection under any chapter of the U.S. Bankruptcy Code, or committing any act of bankruptcy or insolvency;
- H. allowing a final judgement to stand unsatisfied;
- I. making an assignment of the benefit of creditors;
- J. failure to provide and maintain the policies of insurance as required by this AGREEMENT;
- K. failure for any other causes whatsoever to carry on the work in an acceptable manner.

The above list of circumstances constituting material breach is not intended to be all inclusive and in no way restricts the COMMISSION for terminating this AGREEMENT for any material breach recognized by the Courts, State or Federal.

Termination without notice shall require written notice to the RECIPIENT setting out the basis for said termination and the effective date of said termination. Prior to termination without notice for reasons A, B, C, D, E or I above, the COMMISSION must show that the appropriate supervisory personnel have notified the RECIPIENT of the deficient performance and given the RECIPIENT at least fifteen (15) days to cure the deficiencies, unless said deficiencies are such that they may cause irreparable harm to PROJECT PROPERTY or public safety.

If the RECIPIENT enters into bankruptcy, voluntarily or involuntarily, any PROPERTY, or proceeds resulting from the sale thereof, purchased or financed in whole or in part with funds provided by this AGREEMENT shall not be an asset to the RECIPIENT.

In the event of a termination for any reason, the COMMISSION'S obligations and liability hereunder shall be limited solely to payment of any compensation due RECIPIENT as stated in this AGREEMENT.

SECTION XIX General Provisions

This AGREEMENT, together with the APPLICATION and Attachments hereto, constitutes the sole and entire agreement between the COMMISSION and the RECIPIENT with respect to the PROJECT hereof and supersedes any and all prior agreements, discussions, and negotiations between the COMMISSION and the RECIPIENT.

The RECIPIENT's acceptance of this AGREEMENT shall be evidenced by execution of this AGREEMENT by a duly authorized representative of the RECIPIENT, and said acceptance shall comprise a Public Transit MULTI-MODAL FUNDING AGREEMENT. It shall become effective upon the date of RECIPIENT's acceptance and shall remain in effect for twenty four (24) consecutive months following execution by the Executive Director of the Mississippi Department of Transportation. Any unspent funds remaining at the end of this AGREEMENT shall automatically revert to the COMMISSION.

The COMMISSION executes all its orders and directives through the duly appointed Executive Director and the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION pursuant to the PROJECT identified in this AGREEMENT shall be directed to the appropriate modal Division Director, Mississippi Department of Transportation, and shall reference this AGREEMENT number.

SECTION XX Agreement Changes

Modifications, changes, or amendments to this AGREEMENT may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification, or amendment of any term, provision, or condition of this AGREEMENT must be in writing and signed by both parties hereto.

SECTION XXI Notice, Key Personnel, and Designated Agents

The RECIPIENT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this AGREEMENT shall not be changed or reassigned without prior approval of the MDOT. If prior approval is impossible, recipient shall give notice to the MDOT as soon as practicable, and by subsequent review the MDOT may approve or disapprove the action. For purposes of implementing this section and all other sections of this AGREEMENT with regard to notice, the individuals listed below are herewith designated as agents for the respective parties. Any notice required or permitted to be given under this AGREEMENT shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below:

Commission:

Director of Public Transit Division
Mississippi Department of Transportation
P.O. Box 1850 – MC: 61-01
Jackson, MS 39215-1850
Telephone: 601-359-7800
Facsimile: 601-359-7777

Recipient:

Ms. Jennifer Shows
Grant Coordinator
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898
Telephone: 601-545-4544
Facsimile:

With copy to:

Office of the Attorney General
Transportation Division
P.O. Box 1850
Jackson, MS 39201
Telephone: 601-359-7600
Facsimile: 601-359-7774

THIS SPACE LEFT BLANK INTENTIONALLY

For the faithful performance of the terms of this AGREEMENT, the parties hereto have caused this AGREEMENT to be executed by their undersigned authorized representatives and the parties hereto represent that they have the authority to enter into this AGREEMENT.

WITNESS my signature in execution hereof this the ____ day of _____, 20__.

City of Hattiesburg

Recipient

By: _____
Signature

Attest: _____
Signature Title

WITNESS my signature in execution hereof this the ____ day of _____, 20__.

**MISSISSIPPI TRANSPORTATION COMMISSION,
BY AND THROUGH ITS DULY AUTHORIZED
EXECUTIVE DIRECTOR OF THE
MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

Melinda L. McGrath, P.E.

MTC Award: Book _____, Page No. _____

Public Transit Attachment "A"

Attached to and made a part of that certain MULTI-MODAL Agreement, Project Number **503282-333000; 333100**, executed by and between the Mississippi Transportation Commission and recipient(s) **City of Hattiesburg** for the purpose of setting forth the project description, projected completion date, project milestones and applicable special provisions.

PROJECT DESCRIPTION: ADA bus shelters and transfer shelter

SPECIAL PROVISIONS:

Anything to the contrary notwithstanding, with respect to the implementation of this project, the following special provisions shall apply. In the event of a conflict between these provisions and other provisions contained elsewhere in this AGREEMENT, these special provisions shall prevail.

RECIPIENT's termination of any services heretofore approved through this AGREEMENT requires prior written notification to the COMMISSION and COMMISSION concurrence and that, at a minimum, RECIPIENT shall provide thirty (30) days' written notice of termination of services published in a newspaper having local circulation, and shall post on all PROJECT vehicles and mail to sub-contractor/sub-recipients and provide to all passengers such written notice of termination of services.

Public Transit Attachment "B"

Attached to and made a part of that certain MULTI-MODAL AGREEMENT, Project Number **503282-333000; 333100**, executed by and between the Mississippi Transportation Commission and recipient(s) **City of Hattiesburg** for the purpose of setting forth the requirements for insurance for the project.

The RECIPIENT shall obtain or shall cause its sub-contractor/sub-recipient or agent to obtain insurance adequate to protect the PROJECT's property and equipment, as well as public liability insurance. The COMMISSION shall be named as loss payee for property and equipment purchased with MULTI-MODAL funds. The RECIPIENT shall submit evidence of such insurance coverage including documentation of the solicitation process annually to the COMMISSION or prior to beginning the PROJECT, and said coverage shall remain in effect at all times during the duration of the PROJECT. The minimum coverage shall be as follows:

- A. Comprehensive general liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence, including coverage for blanket contractual liability, broad form property damage, personal injury and bodily injury (including illness, disease and death), and products/completed operations;
- B. Comprehensive automobile liability insurance, including hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000.00) per occurrence, covering bodily injury and death and property damage, if applicable;
- C. Blanket employee fidelity bond insurance in an amount not less than fifty thousand dollars (\$50,000.00);
- D. Workers' compensation insurance in the amount required pursuant to the laws of the State of Mississippi;

All insurance policies required herein shall be issued by a reputable and substantial insurance company or companies licensed to do business in the State of Mississippi and shall include an endorsement providing substantially as follows:

Insurer may not cancel this policy, modify or amend its terms, or reduce coverage for a period of sixty (60) days after the Mississippi Department of Transportation has been notified by certified mail, return receipt requested, of the Insurer's intention to cancel, modify, amend, or reduce the coverage.

The RECIPIENT shall immediately notify the COMMISSION in writing of any notices from insurer concerning cancellation or reduction in insurance coverage.

On or before the inception of the Period of Performance of this AGREEMENT, the RECIPIENT shall deliver to the COMMISSION a Certificate or Certificates of Insurance, certifying the types and amounts of coverage required herein, the loss payee, and the required endorsement. Governmental RECIPIENTS must provide evidence of the aforesaid insurance coverage or a Certificate of Coverage under the Mississippi Tort Claims Act as set forth in Chapter 46, title 11, Mississippi Code 1972, as amended.

All insurance herein specified shall be carried until the work performed under this AGREEMENT is satisfactorily completed.

Transit Attachment "C"

RECIPIENT EEV CERTIFICATION AND AGREEMENT

City of Hattiesburg

By executing this Certification and Agreement, the undersigned verifies its compliance with the "Mississippi Employment Protection Act," Section 71-11-1 et seq. Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm or corporation which is contracting with MTC has registered with and is participating in a Federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603, 100, Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any consultant(s)/sub-consultant(s) and/or contractor/sub-contractor(s) in connection with the performance of this AGREEMENT, the undersigned will secure from each such sub-recipient(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this AGREEMENT.

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the AGREEMENT, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the AGREEMENT cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____
Authorized Officer or Agent

Date

Printed Name of Authorized Officer or Agent of Recipient

Title of Authorized Officer or Agent of Recipient

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 6, 2019

Re: Authorize the acceptance of Grant Offer in the amount of \$574,200.00 from the Federal Aviation Administration for the Bobby L. Chain Municipal Airport Drainage Restoration Part I project and authorize the Mayor to execute in duplicate.
File Number: 2019-13
Minute Book #

Summary

Acknowledge receipt of Grant Offer in the amount of \$574,200.00 from the Federal Aviation Administration for the Bobby L. Chain Municipal Airport Drainage Restoration Part I project; Authorize Mayor to execute in duplicate.

Recommendation Statement

Engineer recommends approval.

Please place this on the August 6, 2019 City Council meeting for consideration.



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I—OFFER

Date of Offer	July 22, 2019
Airport/Planning Area	Hattiesburg Bobby L Chain Municipal
AIP Grant Number	3-28-0031-026-2019
DUNS Number	079448130
TO:	City of Hattiesburg, Mississippi (herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 18, 2019, for a grant of Federal funds for a project at or associated with the Hattiesburg Bobby L Chain Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Hattiesburg Bobby L Chain Municipal Airport (herein called the "Project") consisting of the following:

Improve Airport Drainage [Install new drainage structures (2,138± feet) and soil stabilization on north airfield]

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$574,200.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$574,200 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Multi-Year Grant.** This project is part of a multi-year grant, which is more fully described in Condition 1. The total United States share of the project is \$744,205, and the project is planned to be funded in Fiscal Years 2019 to 2021. For the fiscal years in which this project is being funded, the FAA will establish that fiscal year's maximum obligation in a letter to the Sponsor. When the FAA can calculate the funding and incur the obligation, the FAA will issue this letter to the Sponsor. Funding which will be subject to the restriction on the use of such apportionments imposed on FAA by existing and future Appropriations Acts. This commitment does not in itself obligate, preclude, or restrict the FAA in the use of any funds made available for discretionary use to further aid the Sponsor in meeting the cost of this project.
3. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
4. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
5. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
6. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
7. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
8. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
9. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 22, 2019, or such subsequent date as may be prescribed in writing by the FAA.

10. Improper Use of Federal Funds. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

11. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

12. System for Award Management (SAM) Registration And Universal Identifier.

- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866–705–5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

13. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

14. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA’s authority to increase the maximum obligation does not apply to the “planning” component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

15. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

- 16. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 17. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 18. Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
- 19. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
- 20. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.
- 21. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

22. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

23. Exhibit "A" Property Map. The Exhibit "A" Property Map dated February 25, 2019, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

24. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

25. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April

3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

SPECIAL CONDITIONS

- 26. Multi-Year Grants - Letter of Agreement.** The maximum obligation for the current fiscal year stated in Condition 1 of this grant agreement may be increased by the additional amounts, if any, added by the FAA letter to the Sponsor discussed in the subparagraph below, but may not exceed the United States' share of the total estimated cost of completion, except as provided in 49 USC § 47108(b).

Under 49 USC § 47108, as amended, and at the Sponsor's request, the FAA commits the United States to obligate an additional amount to this project for FY-2020 and FY-2021 pursuant to 49 USC § 47114 and subject to the restrictions on the use of such apportionments imposed on FAA by current or future statute or regulation.

It is further understood by the Sponsor and the FAA that this commitment does not in itself obligate, preclude, nor restrict the FAA in the use of any funds made available for discretionary use to further aid the Sponsor in meeting the cost of this project under the terms of this grant agreement and limitations of the law.

The exact amount of this commitment will be established for each fiscal year by the FAA in a letter to the Sponsor stating the current maximum obligation for this project. This letter will be issued to the Sponsor by the FAA when such computation and obligation can be made in FY-2020 and FY-2021. The Sponsor and the FAA agree that upon its issuance, this letter will be considered incorporated by reference into this grant agreement.

- 27. Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and if applicable its ACDBE program.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Rans D. Black

(Typed/Printed Name)

Manager, Jackson Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

City of Hattiesburg, Mississippi

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed/Printed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____,

By:

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title V of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. 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.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. 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.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
 - a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications

NUMBER	TITLE
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Standard Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards

NUMBER	TITLE
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, August 6, 2019

Re: Authorize the acceptance of the Traumatic Brain Injury/Spinal Cord Injury Trust Fund Program Award from the Mississippi Department of Rehabilitation Services (MDRS) in the amount of \$2,250 for the purchase of motorized wheelchair charging stations to be installed at five locations in the city. Authorize the Mayor to execute the same in duplicate.
File Number: 2019-25
Minute Book #

Summary

MDRS Traumatic Brain Injury/Spinal Cord Injury Trust Fund Program Award

Recommendation Statement

I recommend acceptance of the Traumatic Brain Injury/Spinal Cord Injury Trust Fund Program Award from the Mississippi Department of Rehabilitation Services (MDRS) in the amount of \$2,250 for the purchase of motorized wheelchair charging stations to be installed at five locations in the city.

Please place this on the August 6, 2019 City Council meeting for consideration.

**STATE OF MISSISSIPPI
DEPARTMENT OF REHABILITATION SERVICES
TRAUMATIC BRAIN INJURY/SPINAL CORD INJURY
SUBGRANT AGREEMENT**

1. Parties. The parties to this Agreement are the Mississippi Department of Rehabilitation Services (hereinafter "MDRS") and City of Hattiesburg (hereinafter "Subgrantee").
2. Purpose. The purpose of this Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by Subgrantee pursuant to this Subgrant Agreement.
3. General Terms and Conditions. This Agreement is hereby made subject to the terms and conditions included in Exhibit "A", captioned "General Terms and Conditions", attached hereto and made a part hereof by reference.
4. Scope of Services. Subgrantee will perform and complete in a timely and satisfactory manner the services described in Exhibit "B", captioned "Services and Award", and in Exhibit "D", captioned "Subgrantee Proposal", attached hereto and made a part hereof by reference.
5. Payment. In furtherance of the performance of the services referenced in Exhibits B and D, MDRS agrees to award Subgrantee the funds as provided in Exhibit "B".
6. Period of Performance. This Agreement will become effective for the period beginning July 1, 2019 and ending on June 30, 2020, upon the approval and signature of the parties hereto.
7. Notices. All notices required or permitted to be given under this Agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth Exhibit "C", captioned "Notifications", which is attached hereto and made a part hereof by reference.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

7/26/19

DATE

By: _____

Billy Taylor, Chief of Staff
Mississippi Department of Rehabilitation Services

DATE

By: _____

Toby Barker
City of Hattiesburg

EXHIBIT "A"**GENERAL TERMS AND CONDITIONS**

1. Anti-assignment/subcontracting. Subgrantee acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Subgrantee's special skills and expertise. Subgrantee shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
2. Applicable Law. The Agreement shall be governed by, construed under and enforced in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. Subgrantee shall comply with applicable federal, state, and local laws, regulations and ordinances.
3. Attorneys' Fees and Expenses. Subject to other terms and conditions of this agreement, in the event Subgrantee defaults in any obligations under this agreement, Subgrantee shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Subgrantee agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Subgrantee.
4. Availability of Funds. It is expressly understood and agreed that the obligation of MDRS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDRS, MDRS shall have the right upon ten (10) working days written notice to Subgrantee, to terminate this agreement without damage, penalty, cost or expenses to MDRS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
5. Compliance with Laws. Subgrantee understands that the Mississippi Department of Rehabilitation Services is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Subgrantee agrees during the term of the agreement that Subgrantee will strictly adhere to this policy in its employment practices and provision of services. Subgrantee shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

6. Conflict of Interest. Subgrantee represents, to the best of his or her knowledge and belief, that this Agreement does not present the Subgrantee with a conflict of interest with respect to any past, current, or potential Agreement or employment such that the Subgrantee would be unable to perform impartially and without bias. Subgrantee must also refrain from using confidential or protected personally identifiable information for any other purpose other than to perform the duties required by this Agreement.
7. Debarment and Suspension. Subgrantee certifies to the best of its knowledge and belief, that it:
 - a. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
 - b. has not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement under a public transaction;
 - c. has not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - d. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in subparagraphs (b) and (c) of this certification; and,
 - e. has not, within a three (3) year period preceding this proposal, had one or more public transactions (federal, state, or local) or agreement under a public transaction terminated for cause or default.
8. Disputes. Any dispute concerning a question of fact arising under this Agreement shall be disposed of by good faith negotiation between a duly authorized representative of MDRS and the Subgrantee. Such a resolution shall be reduced to writing and a copy thereof mailed or furnished to the Subgrantee and shall be final and conclusive, unless within ten (10) days from the date of such resolution, the Subgrantee mails or furnishes to the Executive Director of MDRS a written request for review. The Subgrantee shall be afforded an opportunity to be heard and to offer evidence in support of his/her/its position on the issue in dispute and under review. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction in Hinds County, State of Mississippi, to have been fraudulent, arbitrary and capricious, or so grossly erroneous as necessarily to imply bad faith, or not to be supported by substantial evidence. Pending final decision of a dispute hereunder, the Subgrantee shall proceed diligently with the performance the duties and obligations of the Agreement.
9. E-Payment. Subgrantee agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDRS agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by MDRS within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305 (1972, as amended).

10. E-Verification. If applicable, Subgrantee represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 *et seq.* (1972, as amended). The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Subgrantee agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Subgrantee agrees to provide a copy of each such verification. Subgrantee further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Subgrantee to the following:
- a. termination of this Agreement for services and ineligibility for any state or public Agreement in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
 - b. the loss of any license, permit, certification or other document granted to Subgrantee by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
 - c. both.

In the event of such cancellation/termination, Subgrantee would also be liable for any additional costs incurred by the State due to Agreement cancellation or loss of license or permit to do business in the State.

11. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.
12. Failure to Enforce. Failure by MDRS at any time to enforce the provisions of the Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Agreement or any part thereof or the right of MDRS to enforce any provision at any time in accordance with its terms.
13. HIPAA Compliance. Subgrantee agrees to comply with the “Administrative Simplification” provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this Agreement.
14. Indemnification. To the fullest extent allowed by law, Subgrantee shall indemnify, defend, save and hold harmless, protect, and exonerate MDRS, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney’s fees, arising out of or caused by Subgrantee and/or its partners, principals, agents, employees and/or subgrantees in the performance of or failure to perform this agreement. In the State’s sole discretion, Subgrantee may be allowed to control the defense of any such claim, suit, etc. In the event Subgrantee defends said claim, suit, etc., Subgrantee shall use legal counsel acceptable to the State. Subgrantee shall be solely responsible for all costs and/or expenses associated with

such defense, and the State shall be entitled to participate in said defense. Subgrantee shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

15. Independent Contractor Status. Subgrantee shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Subgrantee, or any third party as creating the relationship of principal and agent, master and servant, partners, joint venturers, employer and employee, or any similar such relationship between the State and Subgrantee. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Subgrantee hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Subgrantee. Subgrantee's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Subgrantee nor its employees shall, under any circumstances, be considered servants, agents, or employees of MDRS, and MDRS shall be at no time legally responsible for any negligence or other wrongdoing by Subgrantee, its servants, agents, or employees. MDRS shall not withhold from the Agreement payments to Subgrantee any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Subgrantee. Further, MDRS shall not provide to Subgrantee any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.
16. Insurance. The Subgrantee represents that it will maintain workers' compensation insurance as required by the State of Mississippi which shall inure to the benefit of all the Subgrantee's personnel provided hereunder. The Mississippi Department of Rehabilitation Services reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
17. Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement in good faith if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
18. Ownership of Documents and Work Papers. MDRS shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Subgrantee's internal administrative and quality assurance files and internal project correspondence. Subgrantee shall deliver such documents and work papers to MDRS within sixty (60) days of termination or completion of the agreement. The foregoing notwithstanding, Subgrantee shall be entitled to retain a set of such work papers for its files. Subgrantee shall be entitled to use such work papers only after receiving written permission from MDRS and subject to any copyright protections.

Additionally, Subgrantee assures that any and all information regarding clients of MDRS will be kept strictly confidential pursuant to 34 CFR 361.38 and will become the property of MDRS. Subgrantee assures that MDRS shall have full access to all information collected. The Subgrantee is prohibited from use or dissemination of the above described information and/or materials without the express written approval of MDRS.

Paper documents containing Personally Identifiable Information must be destroyed by burning, pulping, shredding, macerating, or other similar means that ensures the information cannot be recovered. If there are electronic devices and media (for example, computers, disk drives, CD's, Jump/Flash drives, magnetic tape,

etc.) that need to be disposed of, please contact MDRS for further guidance on approved methods on destroying electronic devices and related media.

19. Paymode. Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Subgrantee's choice. The State may, at its sole discretion, require Subgrantee to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Subgrantee understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
20. Personally Identifiable Information. Subgrantee will not disclose or release any Personally Identifiable Information (PII) to which the Subgrantee has access except as required to do so to authorized employees and officials within the scope of the Subgrantee's duties under this Agreement. Furthermore, Subgrantee acknowledges that any unauthorized disclosure of the information provided under this Agreement may violate the terms of Section 1106 of the Social Security Act and the Privacy Act, 5 U.S.C. 552a and subject the Subgrantee to penalties.
21. Record Retention and Access to Records. Provided Subgrantee is given reasonable advance written notice and such inspection is made during normal business hours of Subgrantee, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Subgrantee's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Subgrantee for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved through mutual agreement, judicial adjudication or otherwise, or until the end of the three (3) year period, whichever is later.
22. Right to Audit. Subgrantee shall maintain such financial records and other records as may be prescribed by MDRS or by applicable federal and state laws, rules, and regulations. Subgrantee shall retain these records for a period of three years after final payment, or until they are audited by MDRS, whichever event occurs first. These records shall be made available during the term of the Agreement and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
23. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
24. Termination for Convenience.
 - a. *Termination.* MDRS may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDRS shall give written notice of the termination to Subgrantee specifying the part of the Agreement terminated and when termination becomes effective.

- b. *Subgrantee's Obligations.* Subgrantee shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Subgrantee will stop work to the extent specified. Subgrantee shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Subgrantee shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. MDRS may direct Subgrantee to assign Subgrantee's right, title, and interest under terminated orders or subcontracts to the State. Subgrantee must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so. Further, in the event of termination for convenience, property, equipment, and supplies purchased in whole or in part with funds provided by MDRS, as well as title to said property, equipment and supplies, shall revert to MDRS.

25. Termination for Default.

- a. *Default.* If, through any cause, Subgrantee shall fail to fulfill in a timely and proper manner, as determined by MDRS, its obligations under this Agreement, or if Subgrantee shall violate any of the covenants, agreements, or stipulations of this Agreement, MDRS shall thereupon have the right to terminate the Agreement by giving written notice to Subgrantee of such termination and specifying the effective date thereof, at least fifteen (15) days prior to the effective date of termination.
- b. *Compensation.* In the event of such termination, Subgrantee shall be entitled to receive just and equitable compensation for satisfactory work completed on documents, services or materials collected and/or prepared by Subgrantee in connection with this Agreement as of the date of receipt of notification of termination. Payment for completed services delivered and accepted by the State shall be at the Agreement price.
- c. *Subgrantee's Liability.* Notwithstanding the above, Subgrantee shall not be relieved of liability to MDRS for damages sustained by MDRS by virtue of any breach of this Agreement by Subgrantee and MDRS may withhold any payments to Subgrantee for the purpose of set off until such times as the exact amount of damages due to MDRS from Subgrantee are determined.

26. Termination upon Bankruptcy. This Agreement may be terminated in whole or in part by the Mississippi Department of Rehabilitation Services upon written notice to Subgrantee, if Subgrantee should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Subgrantee of an assignment for the benefit of its creditors. In the event of such termination, Subgrantee shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

27. Trade Secrets, Commercial and Financial Information. It is expressly understood that Mississippi law requires that the provisions of this Agreement which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the Agreement shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

28. Transparency. This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. §§ 25-

61-1 *et seq.* (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 *et seq.* (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement is required to be posted to the Department of Finance and Administration's independent agency Agreement website for public access at <http://www.transparency.mississippi.gov>. Information identified by Subgrantee as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

29. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition which is a part of this agreement. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

EXHIBIT "B"**SERVICES AND AWARD****SCOPE OF SERVICES**

In fulfillment of the purposes of this Agreement, the Subgrantee shall provide recreational services to Mississippians who have severe disabilities from spinal cord injuries or traumatic brain injuries. Services are further described in the Services and Operational Plan and Evaluation Plan portions of Subgrantee's proposal as set forth in Exhibit "D", captioned "Subgrantee Proposal", attached hereto and made a part hereof by reference.

Additionally, Subgrantee agrees to ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the grant award.

AWARD FUNDS

In furtherance of the performance of the services referenced above, MDRS agrees to award the Subgrantee Two Thousand Two Hundred Fifty Dollars (\$2,250.00).

Purchases under this agreement shall be subject to the limitations contained in the Budget Summary portion of Subgrantee's Proposal, Exhibit "D".

The parties hereto agree that all payments shall be made on a "cost reimbursement" basis. MDRS shall reimburse Subgrantee for expenses incurred, as approved and verified by an authorized representative of MDRS, to carry out the scope of the agreement. Any travel expenses shall be submitted and reimbursed in accordance with the State of Mississippi travel policy guidelines.

The Subgrantee shall invoice MDRS monthly. The final invoice to MDRS shall be sent within thirty (30) days after the Subgrant Agreement ending date. The invoice should have appropriate documentation substantiating actual expenses. This documentation shall be kept on file at the Subgrantee's office and shall be made available for review at any time at the discretion of MDRS.

In no event shall the total amount of this subgrant exceed the sum of Two Thousand Two Hundred Fifty Dollars (\$2,250.00).

EXHIBIT "C"**NOTIFICATIONS**

Notices. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For MDRS: Chris M. Howard, Executive Director
Mississippi Department of Rehabilitation Services
Post Office Box 1698
Jackson, Mississippi 39215-1698

[with Copy to Director of Policy and Contracts]

For the Subgrantee: Toby Barker
City of Hattiesburg
PO Box 1898
Hattiesburg, Mississippi 39403

EXHIBIT "D"**SUBGRANTEE PROPOSAL**

City of Hattiesburg, Mississippi - Public Motorized Wheelchair Charging Stations

Agency Background

The City of Hattiesburg was established in 1884 and has 46,876 residents across its 54 square miles. The city is currently led by Mayor Toby Barker. In 1985, the City of Hattiesburg elected its first official under the Mayor/Council form of government. The City Council is the legislative authority of the municipality and is charged with adopting laws and setting policy for the City as a whole. The City is made up of Administration, City Clerk/Tax Division, Municipal Court, Police Department, Fire Department, Parks & Recreation, Water & Sewer, Public Works, Urban Development, and Engineering.

Program Budget

Budget Summary

Requested Funds	Core Service (1)	Core Service (2)	Core Service (3)	Core Service (4)	Core Service (5)	Other Funds (Specify)	Total Funds
Personnel Expenses (Direct Services Only)							
Operating Expenses							
Five (5) Wheelchair Charging Stations	\$2,250						\$2,250
Indirect Costs (if any) - Not to exceed 10% of total budget (List)							
TOTALS	\$ 2,250	\$	\$	\$	\$	\$	\$ 2,250

Budget Narrative

Item	Quantity	Cost per Item	Total Cost
Wheelchair Charging Station	5	\$450	\$2,250

Wheelchair charging stations will be purchased and installed at five locations in the city that are frequently used for recreational activities and public events, to give motorized wheelchair users the ability to their recharge their wheelchair batteries so that they may participate in activities at these locations without being hindered by a low wheelchair battery. Charging stations will be installed at the following locations: Town Square Park, Kamper Park Pavilion, Chain Park, Tatum Park, and the Longleaf Trace 4th Street Gateway.

Program Narrative

Services and Operation

The City of Hattiesburg prides itself on providing ample recreational opportunities for its residents. There are currently 29 parks, tracks, and recreational facilities located within the city for the use and enjoyment by all citizens and visitors to Hattiesburg. When the word “all” is used, it is because we strive to create an inclusive environment that every resident can enjoy regardless of disability.

Mobility impaired citizens include individuals with spinal cord and traumatic brain injuries. Mississippi reports one of the nation’s highest incidence rates for spinal cord injury with 77 per million individuals impacted annually (Singh, et al., 2014.) The Center of Disease Control’s National Center on Birth Defects and Developmental Disabilities also reports that Mississippi has a higher rate of adults with disabled mobility (18.2%) than the national average

(13.1%.) It is the City of Hattiesburg's goal that no citizen will miss out on recreational activities based solely on physical limitations.

Wheelchair charging stations located throughout the city's public recreational areas will help our disabled citizens when they may find themselves in a pinch with a low battery. Older batteries can suddenly stop taking a long charge, leaving citizens stranded. Providing wheelchair charging stations at locations that are used for recreational activities and public events will give motorized wheelchair users the freedom to participate in recreational activities and events alongside their family and friends without having to worry about how long their battery charge is going to last. From our research, we have discovered numerous cities across the United States that have already implemented this program. Communities in Montana, Iowa, and Ohio have provided proof of the positive effects of this program.

According to the U.S. Census 2013-2017 American Community Survey, and estimated 5,048 Hattiesburg residents (or 11.8%) have a disability with ambulatory difficulty. A number of these individuals are likely motorized wheelchair users. It is our belief that with the installation of motorized wheelchair charging stations throughout the city's public spaces, we will grow the recreational opportunities available for Hattiesburg's mobility impaired citizens. There is a great number of events hosted throughout the year that require walking or mobility to centralized locations and this would create a welcoming environment for those in need of these services without the worry that may come from their battery level.

Our objective is to purchase five wheelchair charging stations and install them at five locations throughout Hattiesburg that are frequently used for recreational activities and public events. The five proposed locations are Town Square Park, Kamper Park Pavilion, Chain Park,

Tatum Park, and the Longleaf Trace 4th Street Gateway. Brief descriptions of each location, photos, and a location map can be found in Appendix A.

Hunter White, Project Manager with the City of Hattiesburg Engineering Department, will be responsible for purchasing and overseeing the installation of the charging stations. The charging stations, designed to simply plug into outlets and be ready to use, will be installed by employees from the City of Hattiesburg Public Works Department. The charging stations will be ordered in July of 2019 and installed by the end of August 2019.

The proposed charging stations would be provided by Clearview Disability Resource Center, located in Pendleton, Oregon. Clearview Disability Resource Center was the first to produce and provide charging stations of this nature. The charging stations will be mounted in areas that are covered in an effort to shield equipment and users from the elements. They will also be placed at heights not to exceed four feet to ensure ease of access and use.

The city will also promote the initiative by various means of media available to ensure that citizens are aware of the program's availability. Samantha McCain, the Chief Communications Officer for the City of Hattiesburg, will be responsible for public communication regarding the program.

The one-year funding period will provide the necessary resources to purchase the charging stations. Shipping is included in all purchases. The stations will remain at the announced locations and the goal is to provide this service for the foreseeable future. The City of Hattiesburg assumes all costs associated with providing power to the stations, as well as costs associated with maintenance and replacement of the charging stations when needed.

Evaluation Plan

As the proposed locations for the wheelchair charging stations are open to the public at all times, it is not really possible to track how many people use the charging stations, although that would be the ideal method of evaluation if possible. Public announcements will be made once the wheelchair charging stations are installed, and when public events are scheduled at any of the proposed locations, the public will be reminded that this service is available. The city will keep track of all public events held at each of the locations, to ensure that there are frequent opportunities for recreation at these locations.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Anthony Parker

cc:

Date: Tuesday, August 6, 2019

Re: Authorize the submission of the FY 2019 Mississippi Office of Homeland Security (MOHS) grant application in the amount of \$1,115,474 for the Hattiesburg Police Department to purchase the LifeMap 3D Modeling System, which will include 3D modeling of 5 city buildings, a viewer application, and first responder training.
File Number: 2019-32
Minute Book #

Summary

FY 2019 MOHS grant application for Hattiesburg Police Department

Recommendation Statement

I recommend authorization of the submission of the FY 2019 Mississippi Office of Homeland Security (MOHS) grant application in the amount of \$1,115,474 for the Hattiesburg Police Department to purchase the LifeMap 3D Modeling System, which will include 3D modeling of 5 city buildings, a viewer application, and first responder training.

Please place this on the August 6, 2019 City Council meeting for consideration.



PHIL BRYANT
GOVERNOR

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

MARSHALL FISHER
COMMISSIONER

DATE: June 1, 2019
FROM: Marsha Manuel, Grants Director
RE: **2019 FUNDING OPPORTUNITY ANNOUNCEMENT AND STAKEHOLDER INPUT**

The Mississippi Office of Homeland Security is announcing the availability of the FY 2019 State Homeland Security Funding Opportunity as well as conducting a State-wide Threat and Hazards review (your input will be utilized to develop Mississippi's State Homeland Security Grant Program Funding Request, State Threat and Hazard identification and Risk Assessment, as well as the annual State Preparedness Report).

In your funding request/stakeholder response please provide the following:

1. One brief paragraph describing each of your jurisdictions top three threats.
2. One brief paragraph describing each of your jurisdictions top three hazards.
3. One to three brief paragraph(s) describing any capability gap which inhibits your jurisdiction's ability to respond to the threats and hazards you have identified. Explain how you determined your capability gaps (i.e. a response to a real life event, an exercise, a training event). Please address how utilization of existing state-wide assets (Task Forces, Force Protection Units, bomb teams, etc) may/may not mitigate the threats and hazards you have identified.
4. Provide a Budget Detail Worksheet outlining the piece(s) of equipment, cost per item(s), number of item(s), and a grand total of the amount that you are requesting. Verify equipment eligibility: Go to "Google" and type in "DHS Authorized Equipment List"
5. Acknowledge and provide a brief description of having an adequate property management system.

**** Please ensure that you submit your response on agency letterhead with an address and contact information. (Notifications will be mailed to the address and contact person provided.)**

****This document serves as your request for FY 2019 MOHS grant funding and must be completed properly and returned by the due date stated for consideration of grant funding from MOHS. Please submit your funding request/stakeholder response to Mississippi Office of Homeland Security (Attn. Mrs. Marsha Manuel, Grants Director, P.O. Box 958 Jackson, MS 39205) no later than August 31, 2019. No electronic submissions will be accepted.**



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

July 31, 2019

Mississippi Office of Homeland Security
Attn: Mrs. Marsha Manuel, Grants Director
P.O. Box 958
Jackson, MS 39205

RE: 2019 MOHS Funding Opportunity Announcement and Stakeholder Input

Dear Mrs. Manuel:

The City of Hattiesburg Police Department is requesting a total of \$1,115,474 for the acquisition of the LifeMap 3D Model System, which will include detailed digital 3D modeling of five government and school buildings, the LifeMap Viewer Application, and LifeMap Training for first responders. First responder training will include 3D gaming models of actual facilities. This project addresses the need of providing critical building information to first responders as they are en route to an emergency—whether the emergency is due to a weather event or criminal attack. This will allow for a more effective, timely, coordinated response. Budget detail worksheets are enclosed.

Budget Category	AEL Code	AEL Description	Item/Service	Amount
Equipment	04AP-05-SVIS	Software, Operational Space Visualization	LifeMap 3D Package (Modeling & Viewer application)	\$995,474
Training	03OE-01-NLTA	Systems, Training, with Non-Lethal Ammunition	LifeMap Training & Software Manual	\$120,000
TOTAL				\$1,115,474

This grant request will fund Phase 1 of an ongoing project. Phase 2 will consist of installing the LifeMap IoT sensor-based software application in the modeled facilities. The application will alert 911 and local police automatically in the event of shots fired or other emergency event. Sensor data is leveraged to create an incident heat map showing the direction the assailant is taking through the facility. Sensors also detect explosion, fire, and other emergencies. The implementation of Phase 2 will provide first responders with critical tactical information that will dramatically reduce the time needed to respond to and neutralize a crisis situation. Fire and medical teams will experience a reduction in time needed to stop any fires, evacuate victims and bystanders, and address medical emergencies. After Phase 2 is implemented, the goal is to add the modeling and sensor application for additional buildings over time.

Stakeholder Response

Hazards

Hattiesburg's major hazards consist of weather conditions, public safety issues for a growing population, and our transportation network. Environmental conditions here are often conducive to the development of severe weather events, including, but not limited to, hurricanes, tropical storms, tornadoes, thunderstorms, and heavy rainfall. The locations of waterways such as the Leaf River, Bouie River, and Gordon's creek, combined with heavy rainfall events, create prime conditions for flooding to occur in Hattiesburg. Additionally, the rapid population growth in Hattiesburg gives rise to hazards in protecting soft targets such as public buildings, schools and hospitals. There is an ongoing need to provide emergency personnel with the tools needed to effectively respond when a situation arises. Nationwide, incidents of active shooters particularly are on the rise and represent a tangible hazard as they are nearly impossible to predict. Finally, Hattiesburg's third major hazard stems from our transportation corridors, which provide ample opportunity for traffic and hazardous materials accidents. Interstate 59, U.S. Highway 49, U.S. Highway 98, and U.S. Highway 11 are major highways through the city that provide routes for the transport of radioactive and other hazardous materials. The railroads are also used to transport hazardous materials. With our continually increasing population, the transport of hazardous materials through the city has become an everyday occurrence and will continue to increase. With our population growth, there is also an ever-increasing likelihood of other traffic accidents.

Threats

An increasingly large and diverse population brings with it threats from bad actors within the populace. This can include the criminal element as well as domestic and foreign terrorists. Camp Shelby Joint Forces Training Center (CSJFTC) is the largest state-owned military training site in the US and is located on 134,000 acres with its North Gate on US Highway 49 at the southern boundary of Hattiesburg. This facility played a pivotal role in training troops during the global war on terrorism. The possibility of an attack on such an important facility and Hattiesburg is a danger that should be considered due to the support that Hattiesburg provides in terms of public safety services, education, housing, and employment opportunities. Hattiesburg has an ongoing challenge in giving its first responders access to vital information in the field to assess and neutralize these situations. Hattiesburg also has threats stemming from severe weather events and transportation accidents. Hattiesburg has suffered extensive property damage from severe weather such as hurricanes, tornadoes, and thunderstorms producing heavy rainfall. Our rivers and creeks contribute to flooding in some areas of the city when there are heavy rainfall events, which results in extensive property damage. Flooding to some degree occurs nearly every year. Finally, transportation incidents such as traffic accidents and hazardous materials accidents usually have impacts that are limited to the site of the incident. However, the potential exists for more widespread concerns, including evacuation, mass care, loss of life, and considerable

property damage. Traffic incidents will also often involve re-routing of traffic and the combined response of law enforcement, firefighters, and medical personnel.

Capability Gaps

Representatives from Forrest County, the City of Hattiesburg, the City of Petal, and Forrest County Emergency Management formed a Hazard Mitigation Council. Public hearings and meetings with various stakeholders were held. The Council gathered updated development information, statistics, and history of past events. Relevant plans and ordinances were reviewed. All of this information was analyzed to create an updated Hazard Mitigation Plan and to determine where capability gaps might exist. Several areas needing improvement were noted in this process. Our first responders need better information on the facilities in which an emergency is in progress. This information includes, up to date building plans and information on the location of persons who may be inside the facility and any equipment that can assist first responders in a crisis. This information must be put in a system that can disseminate it in a timely manner when an emergency occurs. Additionally, our vulnerability to severe weather makes us susceptible to power outages. Critical facilities, so that they are in the best position to provide the most effective response, need generators after hazardous events have caused a power outage. A list of 73 critical facilities was developed (including facilities in Hattiesburg as well as Forrest County and Petal), and at the time of the creation of the 2013 Hazard Mitigation Plan, only 11 of those facilities had generators. Severe winter storms, while not frequent, have occurred, and neither Hattiesburg nor neighboring jurisdictions have the proper equipment to respond to such a hazard. Additionally, in order to reduce our vulnerability long-term, a variety of mitigation projects need to be undertaken, including the development of facilities and infrastructure that will mitigate hazards, the establishment of on-going community education programs related to hazard mitigation and preparation, and enhancement of response procedures and capabilities with needed equipment, technology, and training. The accomplishment of these goals will require time, planning, and securing necessary funding.

Property Management

The City of Hattiesburg is bound by MS law to maintain an accurate property inventory system. This includes placing inventory labels on the property, placing the property information in an electronic database, and conducting an inventory of this property annually.

We appreciate your support and look forward to working with you in the future. Please feel free to contact me if additional information is needed.

Sincerely,

Jennifer Shows
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4544
jshows@hattiesburgms.com

Fiscal Year 2019 State Domestic Preparedness Equipment Program
Equipment Purchase Budget Detail Worksheet and
Impact of Funding Table

Jurisdiction: City of Hattiesburg Police Department

Category	Item	Quantity	Total Cost	Items to Each Discipline(s)	Allocation to Each Discipline(s)
Personal Protective Equipment					
Explosive Device Mitigation and Remediation Equipment					
CBRNE Search & Rescue Equipment					
Interoperable Communication Equipment					
Detection Equipment					
Decontamination Equipment					
Physical Security Enhancement Equipment	LifeMap 3D Package (Modeling & Viewer Application; AEL 04AP-05-SVIS)	1	\$995,474.00	LE	1 - LE
Terrorism Incident Prevention Equipment					
CBRNE Logistical Support Equipment					
CBRNE Incident Response Vehicle					
Medical Supplies & Limited Types of Pharmaceuticals					
CBRNE Reference Materials					
Agricultural Terrorism Prevention, Response & Mitigation Equipment					
CBRNE Response Watercraft					
CBRNE Aviation Equipment					
Cyber Security Enhancement Equipment					
Intervention Equipment					
Other Authorized Equipment					
		Total:	\$995,474.00		

List of Suggested Abbreviations

LE - Law Enforcement
EMS-FB - Emergency Medical Services (Fire Based)
EMS-NFB - Emergency Medical Services (Non Fire Based)
EMA - Emergency Management
FS - Fire Service
HZ - HAZMAT
PW - Public Works

PH - Public Health
GA - Governmental Administrative
PSC - Public Safety Communications
HC - Health Care
AG - Agriculture
CS - Cyber Security



**Mississippi Department of Public Safety
Office of Homeland Security**



Training Budget Detail Worksheet

State: Mississippi

Date: _____

Jurisdiction: City of Hattiesburg Police Department

Fiscal Year: 2019

Training Total: \$120,000

Training Budget Category	Item	Amount
Personnel <i>(Full, Part-Time)</i>		
Sub-Total:		
Contractors/Consultants	LifeMap Training & Software	\$120,000
	Manual (AEL 030E-01-NLTA)	
Sub-Total:		
Overtime/Backfill		
Sub-Total:		
Travel		
Sub-Total:		
Supplies		
Sub-Total:		
Other Items		
Sub-Total:		
Total Allocation:		\$120,000



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 6, 2019

Re: Ratify and confirm the Mayor's appointment of Eddie Holloway (W1) to the Hattiesburg Public School Board for a term beginning September 1, 2019 and ending August 31, 2024.
File Number: 2019-36
Minute Book #

Summary

Recommendation Statement

Please place this on the August 6, 2019 City Council meeting for consideration.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Hattiesburg School Board

TERM OF OFFICE: 5 years PERIOD: 9/01/19 to 8/31/2024

REPLACES: _____

TERM EXPIRED: _____ OR RESIGNED: _____ Letter attached _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL’S BOND? YES ___ NO X

NAME OF PROPOSED APPOINTEE: Eddie Holloway

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: _____ HOME PHONE

NUMBER: _____ WARD: 1

PLACE OF EMPLOYMENT: USM

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: Retired

PERSON CONTACTED BY: Mayor Barker DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 6, 2019

Re: Ratify and confirm the Mayor's appointment of Jeff Keyseear (W4) to the Hattiesburg Planning Commission for a five year term beginning August 1, 2019 and ending July 31, 2024.

File Number: 2019-30
Minute Book #

Summary

Planning Commission Appointment - J. Keyseear

Recommendation Statement

Consider Mayoral appointment.

Please place this on the August 6, 2019 City Council meeting for consideration.

Jeff Keyseear
400 N 21st Ave, Hattiesburg, MS 39401
601-554-2877, 601-434-1123
Jeff.Keyseear@Regions.com

Summary	Experienced professional with proficiency in mortgage servicing, real estate management, and the successful disposal of non-performing assets.
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Professional Employment	REGIONS MORTGAGE, Hattiesburg, MS	2007- Present
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Assistant Vice President – REO/Property Preservation Department Manager ***2016-Present***

- Manager of 7 associates responsible for post foreclosure maintenance and disposition of approximately 450 properties across country.
- Manage of 3 associates responsible for pre-foreclosure securing and maintenance of vacant property utilizing preservation vendors.
- Responsible for accounting and credit policy compliance.
- Maintain procedures for both groups and all audit and compliance requirements.
- Analyze and provide real estate sale contracts, resolve contractual disputes and cost discrepancies.

REO Asset Manager ***2007- 2016***

- Responsible for the maintenance and sale of continuously revolving portfolio of foreclosed assets.
- Responsible for developing and maintaining a competitive marketing approach for all assets with local real estate brokers.
- Analyze and devise solutions to a variation of legal title challenges presented by foreclosure saturation in more than 35 states
- Counsel with Attorneys, Title Companies, and fellow lending institutions to close real estate transactions.
- Promote and provide proficient information about REO specific loan products
- Analyze and provide real estate sale contracts, resolve contractual disputes and cost discrepancies.

DELTA TAU DELTA INT. FRATERNITY, Indianapolis, IN

2006
- 2007

Chapter Leadership Consultant

- Evaluated and advised undergraduate leadership groups at colleges across 10 states
- Provided financial consultation in budgeting, collecting, spending, and debt resolution
- Facilitated presentations on growth and value based programming initiatives focused on moving from vision to measurable application.
- Responsible for weekly time reconciliation, expense summaries, reports and housing inspections under time restricted self management.

Education	Bachelor of Arts in Political Science <i>University of Southern Mississippi</i>	2006
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Community Involvement	Treasurer, Southern Division of Delta Tau Delta	<i>2016-Present</i>
	Vice President, Longleaf Heights Neighborhood Association	<i>2017-Present</i>
	Chapter Advisor, Delta Tau Delta Fraternity, Southern Miss	<i>2008-Present</i>
Certifications	Fair and Equal Treatment in Loan Servicing BSA/AML & OFAC Trained Leader as Coach Corporate Leadership Trainee	



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 6, 2019

Re: Approve or Deny changes to wages and salaries proposed in accordance with Ordinance # 3154.
File Number: 2019-52
Minute Book #

Summary

Recommendation Statement

Please place this on the August 6, 2019 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Connie Everett, Interim CFO

cc:

Date: Tuesday, August 6, 2019

Re: Set a public hearing on the proposed budget and proposed tax levies for fiscal year 2020 for 5:30 p.m. on Tuesday, September 3, 2019, in Council Chambers at City Hall; authorize advertisement of Notice of Public Hearing.
File Number: 2019-10
Minute Book #

Summary

Set public hearing

Recommendation Statement

September 3, 2019 at 5:30 p.m.

Please place this on the August 6, 2019 City Council meeting for consideration.

**NOTICE OF A PUBLIC HEARING ON THE PROPOSED BUDGET AND
PROPOSED TAX LEVIES FOR FISCAL YEAR 2020 FOR THE CITY OF
HATTIESBURG, MS**

The City of Hattiesburg will hold a public hearing on its proposed budget and proposed tax levies for Fiscal year 2020 on Tuesday, September 3, 2019, at 5:30 p.m. in the Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS.

The City of Hattiesburg, Hattiesburg Municipal Separate School District, and the Library of Hattiesburg, Petal, and Forrest County are now operating with a projected total budget revenue of \$185,445,878. Twenty-four percent (24%) or \$44,713,166 of such revenue is obtained through ad valorem taxes. For next fiscal year, the proposed budget has total projected revenue of \$156,414,903. Of that amount, 29%, or \$45,533,798 is proposed to be financed through a total ad valorem tax levy.

For the next fiscal year, the City of Hattiesburg does not plan to increase your ad valorem tax millage rate from the current 117.23 mills. This means that you will not pay more in ad valorem taxes on your home, automobile tag, utilities, business fixtures and equipment and rental real property, unless the assessed value of your property has increased for fiscal year 2020.

Any citizen of the City of Hattiesburg is invited to attend this public hearing on the proposed budget and tax levies for Fiscal Year 2020 and will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken.

Publish August 15, 2019 and August 22, 2019:

The advertisement shall be no less than ¼ page in size and the type used shall be no smaller than 18 point and surrounded by a ¼ inch solid black border. The advertisement may not be placed in that portion of the newspaper where legal notices and classified advertisements appear. (Run in retail section.)



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Andrew Ellard, Director
cc:
Date: Tuesday, August 6, 2019
Re: Approve and authorize issuance of manual check for CDBG Program Claim. {Entitlement CDBG}
File Number: 2019-24
Minute Book #

Summary

Authorize issuance of manual checks for CDBG Program Claim.

Recipient: Bradley Construction Company, LLC.
Activity: Substantial Rehabilitation
Program: CDBG
Project Site: 216 North 19th Avenue
Amount Requested: \$6,025.00
Purpose of Request: Payment Request #4
Work Provided by: Bradley Construction Company, LLC.

Recommendation Statement

Please place this on the August 6, 2019 City Council meeting for consideration.

Bradley Construction Co. LLC

4117 Hwy 26 W

Lucedale, MS 39452

(601)947-0604

To: Urban Development Department
Community Development Division

Homeowner: Ms. Erica Lee

Address: 216 North 19th Ave

Hattiesburg, MS

Revision

Final Invoice

1. The installation of a new vanity faucet: \$300
2. The installation of a new bathtub and wall board: \$750
3. The installation of a new hot water heater to code: \$750
4. The caulking around the tub: \$125
5. The installation of new kitchen cabinets and countertop to match the layout on the flowchart: \$3,100
6. The installation of a new double bowl sink 8" with faucet and supply lines: \$800
7. The installation of a new faucet with a movable showerhead: \$200

Total Labor And Material: \$6,025

Contractor:

Billy Bradley

Date: 07/08/19

Ruby

07/09/19



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 6, 2019

Re: Approve and authorize publication of a Request for Proposals for implementing a fully functional, city wide, cloud based telecommunications system utilizing Voice over Internet Protocol (VOIP). for the City of Hattiesburg.
File Number: 2019-49
Minute Book #

Summary

Recommendation Statement

Please place this on the August 6, 2019 City Council meeting for consideration.

1. Overview

1.1 Goals

The City of Hattiesburg is planning to implement a fully functional, City-wide, cloud based telecommunications system utilizing VoIP, ensuring long-term growth through effective management and maintenance in the City. The City of Hattiesburg invites proposals from qualified firms that can provide an IP telephone system that meets or exceeds the specifications listed in this RFP. The project requires the design and implementation of a new IP telephone system and includes the interconnection of this system to the City's multi-site data and telecom network. Proposals must not only meet the current functionality requirements, but should also be adaptable for future growth of users and system features.

1.2 Current Environment

The City currently maintains a mixture of telephone equipment. The City wishes to migrate to a VoIP based system for improved functionality. All switches in the current infrastructure are NOT Power over Ethernet (POE) ready and will be replaced as part of this RFP.

The vendor will install a VoIP system that blends technologies into a reliable and manageable system that will grow with the needs of the City. All proposed equipment should be able to integrate with existing network infrastructures to form a complete telecommunications system that accommodates current and emerging trends.

The City consists of a number of buildings. These include the City Hall, Engineering, Jackie Dole, Court, Police Department, Public Works, Water Billing, Water Plant, Sanitation, Mass Transit, Police & Fire Academy, Parks & Rec Admin, Parks & Rec Grounds, Cemetery, Train Depot, Fire Admin, HPD Service Center, C E Roy, Ben McNair, Sigler, Cultural Art Center and 7 Fire Halls.

1.3 General System Requirements

The City is soliciting bids for an IP based phone and voicemail system that meets or exceeds the specifications listed below:

Call Control System:

- Redundant Call Control
- High Quality Voice with Minimal Latency
- Configure to Support at Least 250 Users and Scalable Beyond 250 Users
- SIP Compatible
- PC – Web Based Management Interface
- Detailed Call Logging and Reporting
- Music on Hold
- Telephones Capable of Providing 1000MB/s Pass Through
- 10 to 20 analog numbers for Fire Alarms, Elevators & Fax Machines

Voice Mail Servers:

- Voice Mail
- Configured to Support at Least 250 Users and Scalable Beyond 250 Users
- SIP Compatible
- Web Based Management Interface

Deployment and Training Services:

- Provide Programming Services for the Call Control and Voice Mail Messaging Server
- Provide Phone Programming
- Provide Technical Support Staff Training
- Provide End-user Training

1.4 System Features

Please indicate whether the proponents system includes the following features with an explanation if necessary. Proponents can add additional features available with proposed solution.

- Call Control
- Call Menus
- Call Hold
- Call Parking
- Call Forwarding Busy/No Answer
- Call Routing
- Call Recording Option and how many days of recording does it keep
- Conference Calling (Max number of users in Conference Call/Max concurrent CCs)
- Auto Attendant
- Hunt Groups
- User Directory (Integrated with Active Directory)
- Integrated Voice Response
- Automated Phone Installation Configuration
- Automatic Phone Moves (Follow Me)
- 4 Digit Direct Inward Dialing
- Performance Monitor Interface
- Toll and Nuisance Number Restriction
- Tone or Music on Hold
- Visual Message Displays
- Web Administration
- Call Logging w/ Export Abilities
- Roaming User Support (Log Into Phone)
- Enhanced 911
- Caller ID
- Multiple Line Appearance on Phones
- Message Waiting Light
- Messages on Hold

- Online Customer Service Survey after the call is completed
- Distributed or Centralized System
- How is QoS managed
- Soft Phone Availability
- Full Duplex Speaker Phones
- Backlit Displays

Voicemail:

- Unified Messaging
- Email Integration
- Voicemail Hardware Platform
- Distributed or Centralized System
- Voicemail Storage Limit
- Voicemail Simultaneous Access Limit
- Maximum Users Supported

System Maintenance and Upgrades

- Management Platform (PC, Browser, etc.)
- Cost of Adding Users Beyond the Capacity of the System Bid
- Event Logging
- Email Notification
- Security
- How is Documentation and Support Provided
- Scalability
- Built in Monitoring and Troubleshooting
- Self-administration w/ Nominal Training
- Single Management Interface for PBX, VM, E911, Phones and Users
- Single Management Interface to Manage All Sites

1.5 Facilities Inspection

As an option, Proponents may schedule a visit to each proposed site at their expense prior to the submission of its proposal and take the time to ascertain site conditions and surrounding features for the performance of the work. Proponents shall report to the City any condition which might prevent them from executing the work in the manner intended.

1.6 Scope of Work

The proponent will provide all costs for the installation and setup of a turn-key VoIP phone system meeting the minimum specifications provided in this RFP including any equipment, connection cables, cross connect wire, grounding wire, power connection cables, lightning protection, and any other hardware, software, adapters, and other materials or labor not specified, but required for a complete working system. The proponent will not interrupt the current phone system operation until the approved cutover date.

1.7 Network Assessment

The City understands and expects the proponent to conduct a full network assessment to determine the viability of integrating and installing the new VoIP system into the existing data network. The needs and expectations of a converged network place different requirements on the network in terms of QoS, packet prioritization, cable quality, termination specifications, etc.

1.8 Project Management

The Proponent is expected to provide a project manager for this installation that will be the primary contact for the duration of the project. This project manager will be assigned to the City throughout the life of the project. The proponent is required to present a proposed schedule that includes projected completion dated for various phases of the project. The implementation will be coordinated with City schedules in order to minimize any impact to the normal operations of the City. Any changes to the project timeline must be approved by the City's designated representative.

On the first day after cutover, the Project Manager will ensure a technician(s) will be on-site to ensure a smooth transition and optimum user acceptance.

1.9 Training

The proposal must include a plan that outlines how system users will be trained on the proposed system. Training must be conducted prior to system cutover. Training will include sufficient information and experience to familiarize users with system software and handset features, functions, and basic operation.

Similar training must be provided for System Administrators of the proposed system, enabling them to administer, maintain, and troubleshoot the system after cutover. Administrative training shall include moves/adds/changes, voicemail administration, call handling management, conference calling set-up/reservation, call forwarding, desktop forwarding (each phone type), and auto attendant/attendant console features and training. Each administrator who is trained shall be able to provide simple system administration, such as moves, additions, and changes, without incurring additional charges from the vendor.

All system administration and end user documentation must be provided. Documentation may be in hard copy form, but electronic documentation is preferred.

Staff will not be required to travel for any training, so only on site, in person (at a City facility) or web based (video conference) training will be considered.

In developing this training plan, in no case will ad-hoc or demonstration-only training be considered adequate to fulfill the training requirement for any operational level position.

2. Submittal Procedure

2.1 Proposals

Proponents must submit one (1) printed original, signed in ink, and sealed. Proponents may elect to either personally deliver, or mail, their proposals to:

Hand, FedEx, UPS Delivery

City of Hattiesburg Chancery Clerks Office
200 Forrest Street
Hattiesburg, MS 39401

U.S. Postal Service Delivery

City of Hattiesburg City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39402

2.2 Proposal Format

All proposals should be electronically generated and the printed original signed in ink. Proposals need not be submitted in elaborate or expensive binders. Legibility, clarity and completeness are important and essential. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814

The deadline for the submittal of proposals is no later than Thursday, August 29, 2019 at 10:00 AM.

Proponents may submit their proposals at any time prior to the above stated deadline. Failure to submit the required number of copies by this deadline may be subject for disqualification from the RFP process.

2.3 Addenda and Modifications

Requests for additional information and questions may be addressed to Angie Sanford via email at asanford@hattiesburgms.com with subject title "VoIP RFP Request" no later than Thursday, August 23, 2019 at 4:00 PM local time.

Any changes to the RFP or the RFP process shall be posted to the website as addenda.

2.4 Estimated Timeline

Event	Date
Issue RFP	August 7, 2019
Optional Building Walk Through	Arranged with Staff
Deadline for Submittal of Proposals	August 29, 2019
Approval of Contract	TBD
Installation	TBD

2.5 Information for Bidders

Bidder must submit:

Title Page. The title page includes the heading: "VoIP RFP", full legal name of business entity, mailing information and telephone information for headquarters and local office; contact information including phone, cell, fax and email address.

Pricing Structure Sheet. Pricing Sheet must show detailed breakdown for every item.

References (minimum of two, along with contact information to allow follow-up with references).

May include alternative suggestions.

2.6 Evaluation Procedures

A contract shall be awarded to the most responsible and responsive Vendor based upon, but not limited to, the following criteria:

The quality of the system(s) proposed, conformity with technical specifications, ease of operation, and ease of administration.

The ability, capacity and skill of the Vendor to provide the goods and services required, including the character, integrity, reputation, judgment, experience and efficiency of the Vendor.

The ability for the Vendor to provide a minimum of a 4 hour onsite response time in the event of a system malfunction.

The ability for the Vendor to pass a background check for any work.

The capital (purchase) cost and life cycle costs for all products and services considered or proposed.

Training, maintenance and ongoing servicing issues.

Additional system functions or capabilities beyond the specified requirements but pertinent to the City's use of the system.

Such other information as may be secured and have bearing on the decision to award the contract.

3.0 Miscellaneous

Proponents must accept Net 45 payment terms. Proponents may also provide installment options for payment.

Please specify any minimum purchase, term or volume discounts, package pricing or exclusivity that may pertain to your offer.

Bids must be quantified on the Pricing Structure Sheet and must be good for 180 days after submission date.

Alternative and/or additional required products must be completely and thoroughly described, including associated costs.

The City of Hattiesburg is tax exempt.

Bidders must provide details on their technical support commitment, including hours of operation and technical capabilities.

All bids must include all shipping/handling/postage charges and fees.

Bidders must provide a delivery schedule.

Bidders must show unit prices.

The City of Hattiesburg reserves the right to cancel this RFP or to reject any or all proposals received prior to contract award.

The City of Hattiesburg reserves the right to waive any provisions contained in this RFP.

The City of Hattiesburg reserves the right to request clarification of any proposal after all proposals have been received.

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive proposals in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, August 29, 2019, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Specifications and procedures can be downloaded from Central Bidding at www.centralbidding.com. All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic process, please call Central Bidding at (225)810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on September 12, at 10:00 a.m.

City of Hattiesburg Telephone System Upgrade to Voice over Internet Protocol (VOIP)

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 6th day of August, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, August 6, 2019

Re: Approve and authorize publication of advertisement for bids for a Motorized Mobile Storage Shelving and Evidence Locker System complying with the attached specifications to be installed in the Public Safety Complex during its construction.
File Number: 2019-41
Minute Book #

Summary

Authorize advertisement for bids for a Motorized Mobile Storage Shelving and Evidence Locker System complying with the attached specifications to be installed in the Public Safety Complex during its construction.

Recommendation Statement

Advertisement for mechanical shelving for storage and evidence lockup.

Engineer recommends approval.

Please place this on the August 6, 2019 City Council meeting for consideration.

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the **City of Hattiesburg**, MISSISSIPPI, will receive **PROPOSALS** until **10:00 A.M. on Thursday, September 5, 2019** in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, for furnishing the City's requirements for the following:

Motorized Mobile Storage Shelving & Evidence Locker System

Detailed specifications are on file and may be obtained in the Office of the City Clerk at P. O. Box 1898, 200 Forrest Street, Hattiesburg, MS 39403 (601) 545-4552, or may be downloaded from Central Bidding at www.centralbidding.com. All proposals must comply with the specifications provided, and must be delivered or uploaded by the date and time stated above. Paper proposals may be submitted at the address above; electronic proposals may be securely uploaded at www.centralbidding.com. For any questions relating to the electronic submission process, please call Central Bidding at 225-810-4814.

Each PROPOSAL must be received sealed and marked EXACTLY as follows:

PROPOSAL:

Motorized Mobile Storage Shelving & Evidence Locker System

HATTIESBURG, MISSISSIPPI

September 5, 2019

Submissions will be evaluated and qualified vendors will be invited to participate in a **reverse auction**, which will take place on **September 19, 2019 at 10:30 a.m.** in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401. The above shall be bid upon and delivered as per detailed specifications. Paper BIDS may be submitted at the address above; electronic BIDS may be securely uploaded at www.centralbidding.com.

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

BID:

Motorized Mobile Storage Shelving & Evidence Locker System

HATTIESBURG, MISSISSIPPI

September 19, 2019

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated 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 **15th** and **22nd** day of **August, 2019**.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Kermas Eaton, City Clerk

Publish on: **August 15, 2019 & August 22, 2019**

Return PROOF to City Clerk

P O Box 1898

Hattiesburg, MS 39403-1898

SECTION 10 51 13.10

METAL EVIDENCE LOCKERS (STANDARD AND REFRIGERATED, PASS-THRU AND NON-PASS-THRU.)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
Standard and Refrigerated Pass-thru and Non Pass-thru Evidence Lockers
- B. Related Work, Not Furnished:
Finish floor covering materials and installation.
- C. Related Sections:
Sections in Division 9 – Finishes, relating to finish floor and base materials.

1.3 REFERENCES

- A. American National Standards Institute (ANSI) Standards:
Applicable standards for fasteners used for assembly.
- B. American Society for Testing and Materials (ASTM) Standards:
Applicable standards for steel sheet materials used for fabrication.
Applicable standards for the testing of electrostatically applied Powder Coat Paint
- C. American Institute Of Steel Construction (AISC) Standards:
Applicable standards for steel materials used for fabrication.

1.4 DESCRIPTION

- A. General: Metal Evidence Lockers
- B. Finishes:
Fabricated Metal Components and Assemblies: All components to be painted with an electrostatically applied Powder Coat paint that can meet or exceed test requirements set out by ASTM standard D3451-06 Standard Guide for Testing Coating Powders and Powder Coatings.

C. Sizes:

Available in a nominal height of 82 inches

Available in nominal widths of 36 inches as noted on drawings.

Available in a nominal depth of 24 inches as noted on drawings.

1.5 PERFORMANCE REQUIREMENTS

A. Design Requirements:

B. Limit overall width to 0.032 inches greater or less than the nominal specified width.

C. Seismic Performance: Provide Metal Evidence lockers capable of withstanding the effects of earthquake movement when required by applicable building codes.

1.6 SUBMITTALS

A. Product Data: Submit manufacturer's product literature and installation instructions for each type of evidence lockers required. Include data substantiating that products to be furnished comply with requirements of the contract documents.

B. Shop Drawings: Show fabrication, assembly, and installation details including descriptions of procedures and diagrams. Show complete extent of evidence lockers installation layout including quantities, locations and types of accessory units required. Include notations and descriptions of all installation items and components.

Show installation details at non-standard conditions, if any.

Provide layout, dimensions, and identification of each unit corresponding to sequence of installation procedures.

Provide installation schedule and procedures to ensure proper installation.

C. Samples: Provide minimum 3 inch square example of each color and texture on actual substrate for each component to remain exposed after installation.

D. Selection Samples: For initial selection of colors and textures, submit manufacturer's color charts consisting of actual product pieces, showing full range of colors and textures available.

E. Warranty: Submit draft copy of proposed warranty for review by the Architect

F. Maintenance Data: provide written documentation of the manufacturer's statement claiming the maintenance free nature of the product.

G. Reference List: Provide a list of recently installed evidence lockers to be visited by owner, architect, and contractor. Intent of list is to aid in verifying the suitability of manufacturer's products and comparison with materials and product specified in this section.

1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Engage an experienced manufacturer who is ISO 9001 certified for the design, production, installation and service of evidence lockers. Furnish certification attesting ISO 9001 quality system registration.
- B. Installer Qualifications: Engage an experienced installer who is a manufacturer's authorized representative for the specified products for installing evidence lockers.

Minimum Qualifications: 1-year experience installing evidence lockers of comparable size and complexity to specified project requirements.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Follow manufacturer's instructions and recommendations for delivery, storage and handling requirements.

1.9 PROJECT CONDITIONS

- A. Field Measurements: Verify quantities of evidence lockers before fabrication. Indicate verified measurements on Shop Drawings. Coordinate fabrication and delivery to ensure no delay in progress of the Work.
- B. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating evidence lockers units without field measurements. Coordinate construction to ensure actual dimensions correspond to established dimensions.

1.10 SEQUENCING AND SCHEDULING

- A. Sequence evidence lockers units with other work to minimize possibility of damage and soiling during remainder of construction period.
- B. Schedule installation of specified evidence lockers after finishing operations; including painting have been completed.
- C. Provide components which must be built in at a time which causes no delays general progress of the Work.
- D. Pre-installation Conference: Schedule and conduct conference on project site to review methods and procedures for installing evidence lockers including, but not limited to the following:

Recommended attendees include:

- 1. Owner's Representative.
- 2. Prime Contractor or representative.
- 3. The Architect.
- 4. Manufacturer's representative.

5. Subcontractors or installers whose work may affect, or be affected by the work of this section.

1.11 WARRANTY

- A. Provide a written warranty executed by Contractor, Installer and Manufacturer, agreeing to repair or replace units which fail in materials or workmanship within the established warranty period. This warranty shall be in addition to and not a limitation of other rights the Owner may have under the General Conditions provisions of the Contract Documents.
- B. Limited Lifetime Warranty: Subject to the terms in the written warranty, warrant the original purchaser exclusively that the locker frames manufactured by it will be free from defects in materials and workmanship for the lifetime of the locker. Warrant the original purchaser exclusively that all moving parts manufactured by it will be free from defects in materials and workmanship for 5 years.
- C. Warrants that all refrigeration units shall be free from defects in materials and workmanship for one (1) year from the date of the customer's written acceptance of installation. During the 1-year warranty period, all parts are included at no cost for 1 year. Labor is included at no cost during the first year of the 1-year warranty period. After the first year of the 1-year warranty, all labor will be charged at the current rate.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. General: Products known as DSM Evidence Lockers are based upon evidence lockers manufactured by Spacesaver Corporation, 1450 Janesville Avenue, Fort Atkinson, Wisconsin 53538-2798. Telephone 866-276-0445. Contingent on meeting specification requirements, other acceptable manufacturers may be included.

2.2 BASIC MATERIALS

- A. General: Provide materials and quality of workmanship, which meets or exceeds established industry standards for products specified. Use furniture grade sheet metal and fasteners for component fabrication unless indicated otherwise. Material thicknesses/gauges are manufacturer's option unless indicated otherwise.

2.3 LOCKER TYPES

- A. Pass-thru evidence lockers
- B. Non pass-thru evidence lockers
- C. Pass-thru refrigerated evidence lockers

2.4 MANUFACTURED COMPONENTS, STANDARD EVIDENCE LOCKERS

- A. Welded Frame:

10 51 13.10
METAL EVIDENCE LOCKERS
PAGE 4 OF 8

1. The welded frame is structural and shall consist of top, bottom, back and sides constructed of a minimum of 18 gage steel. All frame components shall be joined using resistance welding. Riveting or bolting of structural members will not be permitted.
2. Horizontal and vertical outer front flanges will be a minimum of 1.5 inches. Horizontal and vertical flanges will overlap with a minimum of 2 resistance welds per corner.
3. Center vertical lock housing is structural and will run the full height and depth of the locker. All locks will be completely enclosed by a full height removable panel. Pass-thru rear release mechanisms will be completely enclosed by the lock housing and accessible only when the rear door is open. Provide engagement points for the anti-pry tabs that are on all front doors.
4. Exposed lock mechanisms that can snag evidence and be obstructed by stored articles will not be permitted.

B. Welded Bases:

1. Each welded base shall be permanently affixed to each locker using modern Inert Gas Metal Arc Welding techniques for lateral unit stability. The base shall be a minimum of 14 gage steel 4 inches high with a 1.5 inch return on the bottom for support.
2. Provide four 0.375 inch mounting holes and four 0.375 inch nuts welded in place for the mounting of floor levelers. Provide four appliance levelers per locker.
3. Provide removable access panels for access to mounting holes and leveling points.

C. Shelves:

1. Shall be a single-piece formed from a minimum of 18-gage cold rolled steel with a double 90-degree bend on the rear of the shelf and a double 90-degree bend on the front of the shelf. Shelf sides shall be turned up 90-degrees for ease of cleaning and to prevent debris from becoming caught between the shelf and the sidewall.
2. All shelves shall be welded into place. Rivets, screws, bolts or other loose fasteners will not be permitted for the fastening of shelves to the locker frame.

D. Locks:

1. Patent Pending. Lock shall be push button locking with a stainless steel push button and alignment bezel. Locks shall be a one-piece removable design. Locks will secure the door with the single push of a button with no other action required by the user.
2. Locks will be deadbolt type locks with multi-point engagement. Rotary latches or cam locks will not be tolerated.
3. Pass-thru locks will be reset from the rear of the locker when the rear door is in the open position only.
4. Non Pass-thru locks will be reset from the front of the locker using tube type locks keyed to differ.
5. Provide documentation for cycle testing where locks are tested successfully to a minimum 40,000 cycles without failure.
6. Locks shall be pre-lubricated with no maintenance required for the lifetime of the unit (estimated at 20 years).

E. One Piece Welded Doors:

1. Shall be formed from two pieces of minimum 18-gauge cold rolled steel box formed and welded together using modern GMAW techniques. The one piece door with inner and outer door skins shall have a combined steel thickness of no less than 0.096 inches thick.
2. Each door shall have a nickel plated, flush mounted door handle installed with fasteners visible only in the unlocked position.
3. Provide neoprene silencers on each door.
4. Provide anti-pry tabs that engage with the Center Vertical Lock Housing when the door is locked.
5. Doors shall have no moving parts except the door and the hinge.
6. Provide stainless steel spring loaded hinges that are welded to prevent pin removal. Spring loaded hinges shall be capable of holding the door closed and flush with the door frame. Doors that hang ajar are a safety concern and will not be tolerated.

F. Rear Doors (Pass-thru lockers)

1. Shall be formed from two pieces of minimum 18-gauge cold rolled steel box formed and welded together using modern Inert Gas Metal Arc Welding techniques. The one piece door with inner and outer door skins shall have a combined steel thickness of no less than 0.096 inches thick.
2. Each locker module shall have one rear door each and allow evidence to be removed from all compartments at once.
3. Each rear door shall have multi-point engagement with a built-in L handle lock. Access to all lock mechanisms shall be hidden behind cover plates that are secured with tamperproof fasteners.

2.5 MANUFACTURED COMPONENTS, REFRIGERATED EVIDENCE LOCKERS

A. Small Refrigerators

1. Available with 2 compartments each individually locking without keys.
2. Factory installed into a standard evidence locker.
3. Available as a standalone model 44 inches high by 18.75 inches wide by 24 inches.
4. Pass-thru is emptied and reset from the rear at the push of a button.
5. Non pass-thru is emptied and reset from the front with a keyed release mechanism.
6. Shall have a stainless steel interior with spring loaded door hinges to hold each door closed.
7. Shall have magnetic seals on outer doors.
8. Shall have circulation fans that can maintain a consistent temperature throughout the interior of the fridge.
9. Shall have digital controls with settings preset to maintain 38° to 42° Fahrenheit.
10. Shall have an audible alarm.

2.6 FABRICATION

- A. General: Coordinate fabrication and delivery to ensure no delay in progress of the Work.

2.7 FINISHES

- A. Colors: Selected from manufacturer's standard available colors. Provide in custom colors as selected by Architect.
- B. Paint Finish: Provide factory applied electrostatic powder coat paint. Meet or exceed specifications of the American Society for Testing and Materials (ASTM) standards.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine evidence lockers scheduled to receive accessories with Installer present for compliance with requirements for installation tolerances and other conditions affecting performance of specified accessory items.
- B. Proceed with accessory installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Follow manufacturer's written instructions for installation of each type of accessory item specified.

3.3 FIELD QUALITY CONTROL

- A. Verify accessory unit alignment and plumb after installation. Correct if required following manufacturer's instructions.
- B. Remove components that are chipped, scratched, or otherwise damaged and which do not match adjoining work. Replace with new matching units, installed as specified and in manner to eliminate evidence of replacement.

3.4 ADJUSTING

- A. Adjust all accessories to provide smoothly operating, visually acceptable installation.

3.5 CLEANING

- A. Immediately upon completion of installation, clean components and surfaces. Remove surplus materials, rubbish and debris resulting from installation upon completion of work and leave areas of installation in neat, clean condition.

3.6 DEMONSTRATION/TRAINING

- A. Schedule and conduct demonstration of installed accessory items and features with Owner's personnel.
- B. Schedule and conduct maintenance training with Owner's maintenance personnel. Training session should include lecture and demonstration of all maintenance and repair procedures that end user personnel would normally perform.

3.7 PROTECTION

- A. Protect system against damage during remainder of construction period. Advise Owner of additional protection needed to ensure that system will be without damage or deterioration at time of substantial completion.

3.8 SYSTEM COMPONENTS

- A. E1 – Pass through unit 36"W x 84"T x 24"D will contain four (4) compartments 18 5/8" T x 15"W x 24"D and two (2) compartments 37 3/8" T x 15"W x 24"D. One of the 37 3/8" T x 15"W x 24"D compartments will house a refrigerator unit containing two (2) refrigerated compartments 9 11/32" T x 10 3/16"W x 24"D.
- B. E2 - Pass through unit 36"W x 84"T x 24"D will contain four (4) compartments 18 5/8" T x 15"W x 24"D and eight (8) compartments 9 5/16" T x 15"W x 24"D.
- C. E3 – Pass through unit 36"W x 84"T x 24"D will contain two (2) compartments 18 5/8" T x 15"W x 24"D, one (1) compartment 37 3/8" T x 15"W x 24"D, and one (1) compartment 74 7/8" T x 15"W x 24"D

END OF SECTION

SECTION 10 56 26.23

MOTORIZED MOBILE STORAGE SHELVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Electric, carriage mounted high-density mobile storage units, support rails, fabrication, and installation including leveling of support rails.
- B. Related Work, Not Furnished:
 - 1. Structural floor system capable of supporting live and dead loads required by prevailing building codes, including loads of storage units to be installed. Provide a maximum allowable sub floor deflection of [L/480] [L/360 with Automatic Brake] under specified mobile storage loads.
 - 2. Finish floor covering and edging materials and installation on raised floors and ramps, or when on concrete with recessed rail installation.
 - 3. Power wiring to units from adequate power supply. Final connections to units shall be provided by electrician.
 - 4. Fire suppression system is by others.
- C. Related Sections:
 - 1. Section 033000 – Concrete Work
 - 2. Sections in Division 9 – Finishes, relating to finish floor and base materials.
 - 3. Division 26 Specification Sections power wiring devices, conductors and circuit protection.

1.3 REFERENCES

- A. American Library Association (when applicable)
 - 1. Cantilever Bracket Type Metal Library Bookstacks; Library Technology Reports.
- B. American National Standards Institute (ANSI) Standards:
 - 1. Applicable standards for fasteners used for assembly.
- C. American Society for Testing and Materials (ASTM) Standards:

1. Applicable standards for steel sheet materials used for fabrication.
- D. American Institute of Steel Construction (AISC) Standards:
 1. Applicable standards for steel materials used for fabrication.
- E. Underwriters' Laboratories (C-UL US):
 1. Listings for electrical equipment and devices described in this specification.

1.4 SYSTEM DESCRIPTION

- A. General: The system consists of manufactured storage units mounted on manufacturer's track-guided carriages to form a compact storage system. System design permits access to any single aisle by moving units until the desired aisle is opened. The manufacturer's proprietary unit interlock system prevents units from being moved while the open aisle is occupied. The carriage/rail system provides uniform carriage movement along the total length of travel, even with unbalanced loads.
- B. Carriage System Design and Features: The carriage system consists of a formed structural steel frame with ductile iron wheels riding on steel rails recessed mounted to the floor. Rails shall be types selected by the manufacturer to ensure smooth operation and self-centering of mobile storage units during travel without end play or binding. Rail types, quantities and spacing shall be selected by the manufacturer to suit installation conditions and requirements. All bearings used in the drive mechanism shall be permanently shielded and lubricated.
- C. Movement Controls: Provide a carriage control panel on the accessible (open) end of each moveable carriage, located 44 inches (1118 MM) above the base, centered on the face panel. Minimum controls shall include directional control buttons/icons, STOP/RESET push-button/icon and a red reset light/icon.
 1. System controls shall start motors on each movable carriage "sequentially" to minimize power demands and shall provide dynamic braking to provide smooth operation. No additional hardware shall be required to change between "sequential" and "block" movement. Maximum running speed shall be limited to 3.3 inches (84 mm) per second.
 2. Provide solid state controls and indicator lights/icons for a visual indication of safety system operation. Provide each aisle with a programmable distance sensor to ensure proper timing for start/stop operation.
 3. Pushing the directional control button/icon on any moveable carriage adjacent to the desired aisle location in the direction away from the desired aisle location opens the system at the desired aisle. The selected aisle shall open automatically regardless of the position of the carriages. Manual Reset: The carriage control head will display a flashing red reset light/icon at the newly opened aisle indicating that the aisle is locked open and requires resetting before another aisle can be opened. Provide for automatic lockout and manual reset of controls if selected aisle is not moved within a preset period of time.
 4. Controls shall feature safety activated message and direction indicator designating which aisle safety was activated or back lit message indicating which aisle is in use (i.e. "Right Aisle in use" or "Left Aisle in use").
- D. Drive System: The system shall be designed with a positive type motorized drive which minimizes end play and that carriages will stop without drifting. All system components shall be selected to ensure a smooth, even movement along the entire carriage length.

1. Each electric carriage shall be provided with a current limited fractional horsepower gear motor, connected to drive wheel assembly with a roller chain.
2. System shall include a chain sprocket drive system to ensure that carriages move uniformly along the total length of travel, even with unbalanced loads.
3. A tensioning device shall be provided on each chain drive (when applicable).
4. All bearings used in the drive mechanism shall be permanently shielded and lubricated.
5. System shall operate on 115 V.A.C. 50/60 hertz, 20 amp dedicated circuit provided by others, one per module.
6. Overhead mounted power pantograph distribution system shall conceal all interconnecting wiring.

E. Safety Features:

1. Visual indicators/icons shall provide verification that carriages are in the locked or unlocked mode.
2. One safety sweep shall be provided in each aisle. A full-length infrared photoelectric safety sweep shall be provided to stop carriage movement if the sweep contacts an obstruction while in motion. Sweep must be equipped with OSHA approved safety demarcation tape.
3. Entire system shall be C-UL US system listed.

F. Finishes:

1. Fabricated Metal Components And Assemblies: Manufacturer's standard powder coat paint finish.
2. End Panels, Accessible Ends: Manufacturer's standard powder coat paint finish in standard available colors.

1.5 PERFORMANCE REQUIREMENTS

A. Design Requirements:

1. Limit overall height to 105.75 inches.
2. Limit overall length as indicated in drawings.

B. Seismic Performance: Provide mobile storage units capable of withstanding the effects of earthquake movement when required by applicable building codes.

1.6 SUBMITTALS

- A. Product Data: Submit manufacturer's product literature and installation instructions for each type of shelving, track and installation accessory required. Include data substantiating that products to be furnished comply with requirements of the contract documents.
- B. Shop Drawings: Show fabrication, assembly, and installation details including descriptions of procedures and diagrams. Show complete extent of installation layout including clearances, spacings, and relation to adjacent construction in plan, elevation, and sections. Indicate clear exit and access aisle widths; access to concealed components; assemblies, connections,

attachments, reinforcement, and anchorage; and deck details, edge conditions, and extent of finish flooring within area where units are to be installed.

1. Show installation details at non-standard conditions. Furnish floor layouts, technical and installation manuals for every unit shipment with necessary dimensions for rail layout and system configuration at the project site. Include installed weight, load criteria, furnished specialties, and accessories.
 2. Provide layout, dimensions, and identification of each unit corresponding to sequence of installation and erection procedures. Specifically include the following:
 - a. Location, position and configuration of tracks on all floors.
 - b. Plan layouts of positions of carriages, including all required clearances.
 - c. Details of shelving, indicating method and configuration of installation in carriages.
 3. Provide location and details of anchorage devices to be embedded in or fastened to other construction.
 4. Provide installation schedule and complete erection procedures to ensure proper installation.
 5. Show locations of wiring and disconnects required for operating movable carriage units.
- C. Samples: Provide minimum 3 inch (76MM) square example of each color and texture on actual substrate for each component to remain exposed after installation.
- D. Selection Samples: For initial selection of colors and textures, submit manufacturer's color charts consisting of actual product pieces, showing full range of colors and textures available.
- E. Warranty: Submit draft copy of proposed warranty for review by the Architect.
- F. Reference List: Provide a list of recently installed mobile storage systems (5 minimum) to be visited by owner, architect, and contractor. Intent of list is to aid in verifying the suitability of manufacturer's products and comparison with materials and product specified in this section.

1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Engage an experienced manufacturer who is ISO 9001 certified for the design, production, installation and service of motorized, carriage mounted high-density mobile storage units and support rails. Furnish manufacturer's ISO 9001 quality system registration certificate.
- B. Installer Qualifications: Engage an experienced installer who is a manufacturer's authorized representative for the specified products for installing carriages and anchoring shelving units to carriages.
 1. Minimum Qualifications: 1-year experience installing systems of comparable size and complexity to specified project requirements.
 2. Guaranteed 24-hour minimum response time to service call.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Follow manufacturer's instructions and recommendations for delivery, storage and handling requirements.

1.9 PROJECT CONDITIONS

- A. Field Measurements: Verify dimensions before fabrication. Indicate verified measurements on Shop Drawings. Coordinate fabrication and delivery to ensure no delay in progress of the Work.
- B. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating mobile storage units without field measurements. Coordinate construction to ensure actual dimensions correspond to established dimensions.

1.10 SEQUENCING AND SCHEDULING

- A. Sequence storage shelving system installation with other work to minimize possibility of damage and soiling during remainder of construction period.
- B. Schedule installation of specified products and accessories after finishing operations, including painting have been completed.
- C. Provide components, which must be built in at a time which causes no delays general progress of the Work.
- D. Pre-installation Conference: Schedule and conduct conference on project site to review methods and procedures for installing mobile storage units including, but not limited to, the following:
 - 1. Review project conditions and levelness of flooring and other preparatory work performed under other contracts.
 - 2. Review and verify structural loading limitations.
 - 3. Recommended attendees include:
 - a. Owner's Representative.
 - b. Prime Contractor or representative.
 - c. The Architect and Engineer.
 - d. Manufacturer's representative.
 - e. Subcontractors or installers whose work may affect, or be affected by, the work of this section.

1.11 WARRANTY

- A. Provide a written warranty, executed by Contractor, Installer, and Manufacturer, agreeing to repair or replace units which fail in materials or workmanship within the established warranty period. This warranty shall be in addition to, and not a limitation of, other rights the Owner may have under General Conditions provisions of the Contract Documents.

- B. Warrant the entire movable compact shelving installation against defects in materials and workmanship for a period of five years from date of acceptance by the Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. General: Products are based upon Eclipse Powered Mobile Shelving System products manufactured by Spacesaver Corporation. Contingent on meeting specification requirements, other acceptable manufacturers may be included.

2.2 BASIC MATERIALS

- A. General: Provide materials and quality of workmanship which meet or exceed established industry standards for products specified. Use furniture grade sheet metal for component fabrication unless indicated otherwise. Material thickness/gauges are manufacturer's option unless indicated otherwise.
- B. Plastic Laminates: NEMA LD-3, GP-28, Vertical Grade.
- C. Electrical Devices and Controls: C-UL US System Listed for type of application and service.

2.3 GROUT

- A. General: Provide non-shrink, non-staining hydraulic cement compound conforming to the following requirements, based on the performance of the test specimens at room temperature and in laboratory air, as stated by the grout manufacturer.
 - 1. Linear Movement: No shrinkage while setting; maximum expansion limited to .002 inches per linear inch.
 - 2. Compressive Strength: Based on two inch cubes made following ASTM standards, tested on a Balding-Southward machine of 60,000 pounds capacity, meet or exceed the following:
 - a. Age: 1 hour ---- 4,500 psi
7 days ---- 8,000 psi

2.4 MANUFACTURED COMPONENTS

- A. Rails:
 - 1. General: Provide manufacturer's proprietary design units with the following properties:
 - 2. Material: ASTM/AISI Type 1035 or 1045 steel, manufacturer's selection.
 - 3. Capacity: 1,000 pounds per lineal foot (1385kg/M) of carriage.
 - 4. Minimum Contact Surface: 5/8 inch (16MM) wide.
 - 5. Provide rail sections in minimum 6 foot (1.83M) lengths.
 - 6. Rail configuration shall permit attachment to top of structural floor system with provision for leveling rails to compensate for variations in floor surface level.

7. Provide rail connections designed to provide horizontal and vertical continuity between rail sections, to gradually transfer the concentrated wheel point load to and from adjoining rail sections. Butt joints without connections are not permitted.
 8. Anti-Tip Rail Form Covers: Manufacturer shall provide for protection if required to prevent damage to rails during concrete back pours.
 9. Once rails are leveled, they shall be supported the full length with the specified grout.
- B. Floor / Ramp:
1. Floor/Ramp Sheathing: Minimum 3/4 inch (19MM), 7-ply underlayment grade plywood. Particleboard sheathing materials are not permitted.
 2. Provide fire retardant treated floor/ramp materials when required by code.
 3. Finished flooring materials shall be provided by others.
 4. Ramps at entrances to system. Full floor between all rails.
- C. Carriages:
1. Provide manufacturer's design movable carriages fabricated of welded steel construction. Galvanized structural components and/or riveted carriages are unacceptable. 1,000 pound per foot (1385kg/M) minimum capacity.
 2. Provide fixed carriages of same construction and height as the movable carriages, anchored to rails. Setting fixed shelving directly on floors is not permitted.
 3. When required, provide bolted carriage splices designed to maintain proper unit alignment and weight load distribution.
 4. Design carriages to allow the shelving uprights to recess and interlock into the carriages a minimum of 3/4 inch (19MM). Top mount carriages are unacceptable.
 5. Provide each carriage with two wheels per rail.
- D. Drive / Guide System:
1. Design: Provide drive system which prevents carriage whipping, binding and excessive wheel/rail wear under normal operation.
 - a. If line shafts are used, all wheels on one side of carriage shall drive.
 - b. If synchronized drives are used, a minimum of one wheel assembly driving both sides of carriage at center location required. Drive shaft shall exhibit no play or looseness over the entire length of that assembly.
 2. Shafts: Solid steel rod or tube.
 3. Shaft Connections: Secured couplings.
 4. Bearing Surfaces: Provide rotating load bearing members with ball or roller bearings. Provide shafts with pillow block or flanged self-aligning type bearings.
- E. Wheels:
1. Materials: Type 1045 solid steel. Minimum load capacity per wheel: 3200 lbs. (1455kg).
 2. Size: Minimum [5 inches (127MM)] [3 inches (76 MM)], outside diameter drive wheels.
 3. Guides: Determined by manufacturer; minimum 2 locations.

- F. Motors:
 - 1. Type: 90VDC
- G. Face Panels:
 - 1. Materials: Steel.
 - 2. Finishes: Selected from manufacturer's standard available colors and patterns.
 - 3. End panels must cover the full height and width of shelving.
- H. Shelving: (Choose from Cantilever, Four Post, Case-Type, or Wire)
- I. Storage Panels and Cabinets: (Choose from Framed Art Storage Panels, File Cabinets, Laboratory Cabinets, Museum Cabinets, or Weapons Cabinets)

2.5 ACCESSORIES

- A. Programmable Aisle: Provide the ability to create more than one aisle per mobile storage module.
- B. System controls shall start motors on each movable carriage "sequentially" to minimize power demands and shall provide dynamic braking to provide smooth operation. (No additional hardware shall be required to change between "sequential" and "block" movement.)

2.6 FABRICATION

- A. General: Coordinate fabrication and delivery to ensure no delay in progress of the Work.
- B. Wheels: Provide precision ground and balanced units with permanently shielded and lubricated bearings.
- C. Carriages: Fabricate to ensure no more than 1/4 inch (6MM) maximum deviation from a true straight line. Splice and weld to ensure no permanent set or slippage in any spliced or welded joint when exposed to forces encountered in normal operating circumstances.
- D. Shelving, Supports and Accessories: See individual descriptions in "Shelving" paragraphs.

2.7 FINISHES

- A. Colors: Selected from manufacturer's standard available colors.
- B. Paint Finish: Provide factory applied electrostatic powder coat paint. Meet or exceed specifications of the American Library Association.
- C. Laminate Finish: Provide factory applied laminate panels at locations indicated on approved shop drawings.
- D. Edgings: Provide preformed edging, color-matched to unit colors selected.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine floor surfaces with Installer present for compliance with requirements for installation tolerances and other conditions affecting performance of mobile storage units.
- B. Verify that building structural system is adequate for installing mobile storage units at locations indicated on approved shop drawings.
 - 1. In new construction, ensure that recesses for rails in floors are at proper spacing and depths, with allowance for grouting.
 - 2. For installations on existing floors, ensure that rail spacings indicated on shop drawings are in proper locations so existing load-bearing structural members are not over stressed.
- C. Verify that intended installation locations of mobile storage units will not interfere with, nor block established required exit paths or similar means of egress once units are installed.
- D. Verify that adequate capacity permanent power sources have been installed at locations indicated on approved shop drawings.
- E. Prepare written report, endorsed by Installer, listing conditions detrimental to proper performance of mobile storage units, once installed.
- F. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Rails:
 - 1. Lay out rails using full-length units to the maximum extent possible. Use cut lengths only at ends to attain total length required. Locate and position properly, following dimensions indicated on approved shop drawings. Verify thickness of finished floor materials to be installed (by others) and install level 1/16 inch (1.6MM) above finished floor surfaces.
 - 2. Verify level, allowing for a minimum 1/4 inch (6MM) of grout under high points. Position and support rails so that no movement occurs during grouting.
 - 3. Set rails in full grout bed, completely filling any voids entire length of all rails including rail connectors. Trim up sides flush with rails to ensure proper load transfer from rail to supporting floor. Using shims in lieu of full grouting is not permitted.
 - 4. Installation Tolerances: Do not exceed levelness of installed rails listed below:
 - a. Maximum Variation From True Level Within Any Module: 3/32 inch (2.4MM).
 - b. Maximum Variation Between Adjacent (Parallel) Rails: 1/16 inch (1.6MM), perpendicular to rail direction.
 - c. Maximum Variation In Height: 1/32 inch (.8MM), measured along any 10 foot (3.05M) rail length.
 - 5. Verify rail position and level; anchor to structural floor system with anchor type and spacings indicated on approved shop drawings.

B. Floors/Ramps:

1. General: Finished elevation shall be 1/16 inch (1.6MM) below top of rails.
2. Place floors and ramps to the extent indicated on approved shop drawings. Extend ramps under all movable and stationary ranges. Do not extend ramps beyond the ends of carriages.
3. Construct floors and ramps to prevent warping or deformation of floor panels in a normal operating environment. Support panels on levelers at maximum 16 inches (406MM) on center.
4. Ramp Slope: Do not exceed the following:
 - a. ADA Accessible Ramps: Maximum 1:12 slope (4.76 degrees).
 - b. Other Ramps: Maximum 9 degree slope (1.9:12).
 - c. Vertical Transition, Ramp edge to floor: Maximum 1/8 inch (3MM).

C. Shelving Units Installation:

1. General: Follow layout and details shown on approved shop drawings and manufacturer's printed installation instructions. Position units level, plumb; at proper location relative to adjoining units and related work.
2. Carriages:
 - a. Place movable carriages on rails. Ensure that all wheels track properly and centering wheels are properly seated on centering rails. Fasten multiple carriage units together to form single movable base where required.
 - b. Position fixed carriage units to align with movable units; make final leveling adjustments with leveling screws.
3. Shelving Units:
 - a. Permanently fasten shelving units to fixed and movable carriages with vibration-proof fasteners.
 - b. Stabilize shelving units following manufacturer's written instructions. Reinforce shelving units to withstand the stress of movement where required and specified.
4. Wiring:
 - a. Make final control wiring connections between modules under single control.
 - b. Test wiring for continuity and proper connections with regulated field power supply before making final power connections.
 - c. Make final wiring connections to permanent power source. Connection to power source by others.
 - d. Test system operation by cycling all units through complete operations sequences.

3.3 FIELD QUALITY CONTROL

- A. Verify shelving unit alignment and plumb after installation. Correct if required following manufacturer's instructions.

- B. Remove components which are chipped, scratched, or otherwise damaged and which do not match adjoining work. Replace with new, undamaged, matching units.

3.4 ADJUSTING

- A. Adjust components and accessories to provide smoothly operating, visually acceptable installation.

3.5 CLEANING

- A. Immediately upon completion of mobile shelving installation, clear components and surfaces. Remove surplus materials, rubbish and debris resulting from mobile shelving installation upon completion of work and leave areas of installation in neat, clean condition.

3.6 DEMONSTRATION/TRAINING

- A. Schedule and conduct demonstration of installed equipment and features with Owner's personnel.
- B. Schedule and conduct maintenance training with Owner's maintenance personnel. Training session should include lecture and demonstration of all maintenance and repair procedures that end user personnel would normally perform.

3.7 PROTECTION

- A. Advise Owner of additional protection needed to ensure that system will be without damage or deterioration at time of substantial completion.

3.8 SYSTEM COMPONENTS

- A. The mobile shelving system consists of two (2) ranges of nonmoving platforms with back to back shelving, one (1) nonmoving single faced platform, eight (8) movable ranges of back to back shelving, one (1) 56"W movable aisle, and one (1) 50"W movable.
- B. The nonmoving single faced platform will be 20'6"L x 24"D and 13'6"L x 24"D because of a split in the platform due to a column. It will contain five (5) sections of 48"W x 24"D x 105 3/4", three (3) sections of 36"W x 24"D x 105 3/4", and two (2) sections of 30"W x 24"D x 105 3/4". One (1) of the nonmoving platforms with back to back shelving will be 20'6"L x 24"D and 13'6"L x 24"D because of a split in the platform due to a column. It will contain ten (10) sections of 48"W x 24"D x 105 3/4"T, six (6) sections of 36"W x 24"D x 105 3/4"T, and four (4) sections of 30"W x 24"D x 105 3/4"T. One (1) range of nonmoving platforms with back to back shelving will be 37'6"L x 48"D consisting of sixteen (16) sections of 48"W x 24"D x 105 3/4T, two (2) sections of 36"W x 24"D x 105 3/4T, and two (2) sections of 30"W x 24"D x 105 3/4T. All eight (8) of the 37'6"L x 48"D movable ranges of shelving contains of sixteen (16) sections of 48"W x 24"D x 105 3/4T, two (2) sections of 36"W x 24"D x 105 3/4T, and two (2) sections of 30"W x 24"D x 105 3/4T. All of the shelving contains seven (7) openings of 11 1/4"T clear opening dimension and one (1) opening of 12 3/4"T clear opening dimension.

END OF SECTION



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 6, 2019

Re: Acknowledge receipt of the Fiscal Year 2020 budget for Pine Belt Regional Solid Waste Authority.
File Number: 2019-34
Minute Book #

Summary

Recommendation Statement

Please place this on the August 6, 2019 City Council meeting for consideration.

PINE BELT SOLID WASTE AUTHORITY

Budget

JULY 1, 2019 - JUNE 30, 2020

Operating Fund
Waste Tire Fund
Construction Fund
Debt Service Fund
Closure & Post Closure Fund
Bond Construction Fund

NOTE:

Finance Committee : June 5, 2019

Board Approved : June 19, 2019

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY
ALL FUNDS
FY 2020

Account		FY 2019 BUDGET	OPERATIONS FUND	WASTE TIRE FUND	CONSTRUCTION FUND	DEBT SERVICE FUND	CLOSURE FUND	BOND CONST. FUND
Revenues, Transfers & Beginning Cash								
Beginning Cash		\$ 9,612,155	\$ 959,728	\$ 179,206	\$ 4,311,110	\$ 332,289	\$ 3,829,822	\$ -
Transfers:								
From Operating Fund To:								
	Debt Service Fund	763,060				763,060	147,849	
	Closure Fund	147,849						
	Bond Const. Fund	0						
	Construction	0			0			
Revenues:								
45030	Waste Tire Grant	30,000		30,000				
44390	Grant Administration Fee	26,000		26,000				
45010	Disposal Fees - Members	1,859,639	1,859,639					
45015	Disposal Fees - Non Members	3,932,823	3,932,823					
47110	Other Income	100	100					
43372	Interest Income - Operating Fund	23,500	23,500					
43373	Interest Income - Construction Fund	107,500			107,500		80,000	
43375	Interest Income - Closure Fund	80,000						
43376	Interest Income - Habitat Fund	0						
43374	Interest Income - Debt Service Fund	7,000				7,000		
	Interest Income - Waste Tire Fund	1,000		1,000				
Total Funds Available		\$ 16,590,625	\$ 6,775,789	\$ 236,206	\$ 4,418,610	\$ 1,102,349	\$ 4,057,670	\$ -

Account		FY 2019 BUDGET	OPERATIONS FUND	WASTE TIRE FUND	CONSTRUCTION FUND	DEBT SERVICE FUND	CLOSURE FUND	BOND CONST. FUND
Administrative Expenses								
60010 Salaries & Wages		\$126,500	126,500					
60110 Retirement		21,895	21,895					
60120 FICA Matching		10,000	10,000					
60140 Health Insurance		9,500	9,500					
60420 Travel		2,000	2,000					
60450 Comm Per Diem		6,500	6,500					
60455 Comm Travel		4,500	4,500					
61020 Employee Training		2,200	2,200					
61110 Postage		1,000	1,000					
61121 Telephone		3,500	3,500					
61310 Advertising / Public Notices		500	500					
61530 Repairs - General		20,000	20,000	0				
61540 Repairs - Vehicle		1,500	1,500	0				
61550 Repairs - Office Equip		1,000	1,000					
61551 Maint - Copier		0	0					
61552 Maint - Software		2,400	2,400					
61590 Repairs - Misc Equipment		500	500					
61620 Engineering		30,000	30,000					
61612 Engineering Air Reporting Compliance		10,000	10,000					
61624 Accounting		16,750	16,750					
61626 Paying Agent Fee - Bonds		0	0					
61627 Trustee Fees		1,500	1,500					
61630 Legal		15,000	15,000					
61644 Other Professional		5,000	5,000					
61690 Other Fees & Services		1,000	1,000					
61705 Insurance - Property & General Liability		23,000	23,000					
61711 Insurance - Auto		3,000	3,000					
61713 Insurance - Public Off Liability		6,000	6,000					
61714 Insurance - Public Off Bonds		3,000	3,000					
61715 Insurance - Workman's Comp		1,000	1,000					
61718 Bank Service Charges		915	900	15			6,000	
617719 Bank Financial BXS-C/PC		6,000						
61720 Membership Fees		1,500	1,500					
61721 Subscriptions		1,500	1,500					
61730 Misc Contractual Service		500	500					
62110 Printing		1,500	1,500					
62130 Office Supplies		2,000	2,000					
62140 Paper Supplies		0	0					
62150 Office Equipment & Computers		2,500	2,500	0				
62210 Fuel - Gasoline		4,000	4,000					
62590 Other Supplies & Materials		1,500	1,500	0				
Total Administrative Expenses		\$ 350,660	\$ 344,645	\$ 15	\$ -	\$ -	\$ 6,000	\$ -

Account	Classification	FY 2019 BUDGET	OPERATIONS FUND	WASTE TIRE FUND	CONSTRUCTION FUND	DEBT SERVICE FUND	CLOSURE FUND	BOND CONST. FUND
Operating Expenses	Leachate Treatment & Testing							
	61240 Leachate Disposal	4,980	4,980					
	61241 Leachate - Haul	18,053	18,053					
	61242 Leachate - Testing	8,093	8,093					
	61245 Tire Disposal	30,000		30,000				
61520	Repairs - Bldgs	20,000	20,000					
61560	Repairs - Scales	10,000	10,000					
61670	Laboratory & Testing Fees	18,500	18,500					
61675	Host Fee - Members	53,230	53,230					
61675	Host Fee - Non Members	154,745	154,745					
61685	State Disposal Fee	155,630	155,630					
61689	Annual Air Permit Fee(State)	3,000	3,000					
	Closure (Transfer)	0						
61687	Post Closure (Transfer)	0						
61697	Rubbish & Tire Disposal	6,000	6,000					
61698	Contracted Operation - Landfill	2,118,124	2,118,124					
61699	Contracted Operation - Trans / Haul	1,397,898	1,397,898					
61702	Fuel Adjustment - Landfill	0	0					
61703	Fuel Adjustment - Trans / Haul	0	0					
Total Operating Expenses		\$ 3,998,253	\$ 3,968,253	\$ 30,000	\$ -	\$ -	\$ -	\$ -
CAPITAL OUTLAY								
	Paving Hattiesburg Transfer Station	0			50,000			
		0						
		0						
		0						
Total Capital Outlays		\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -
Total Expenditures		\$ 4,348,913	\$ 4,312,898	\$ 30,015	\$ 50,000	\$ -	\$ 6,000	\$ -

Account	Classification	FY 2019 BUDGET	OPERATIONS FUND	WASTE TIRE FUND	CONSTRUCTION FUND	DEBT SERVICE FUND	CLOSURE FUND	BOND CONST. FUND
10111	Transfers From Operating Fund To:							
10111	Closure Fund	\$ 132,286	\$ 132,286					
10111	Post Closure Fund	15,563	15,563					
10115	Habitat Fund	-	-					
10120	Debt Service Fund	763,060	763,060					
10124	Construction Fund	-	-					
26500	Debt Service Requirements:							
26500	Principal							
26500	Interest	59,030	59,030			59,030		
26500	Principal							
26500	Interest	704,030				704,030		
Total Transfers		\$ 1,673,969	\$ 910,909	\$ -	\$ -	\$ 763,060	\$ -	\$ -
Total Expenditures and Transfers		6,022,882	5,223,807	30,015	50,000	763,060	6,000	-
Ending Cash Balance		\$ 10,567,743	\$ 1,551,982	\$ 206,191	\$ 4,368,610	\$ 339,289	\$ 4,051,670	\$ -

Account	Non Cash Expenses	FY 2019 BUDGET	OPERATIONS FUND	WASTE TIRE FUND	CONSTRUCTION FUND	DEBT SERVICE FUND	CLOSURE FUND	BOND CONST. FUND
62594	Amortization	\$ -	\$ -					
62595	Depreciation	227,633	227,633	-				
62595	Depreciation Cell # 2 @ / Ton	-						
62595	Depreciation Cell 5 @ / Ton	\$ 2.91	452,883					
Total Non Cash Expenses		\$ 680,516	\$ 680,516	\$ -	\$ -	\$ -	\$ -	\$ -

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

Post Office Box 389

Petal, MS 39465

(601) 545-6676

Fax (601) 545-6665

FISCAL YEAR 2020
EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020

Municipal Solid Waste:

Gate Rate:	\$30.50/Ton
Authority Members	\$37.75/Ton
Greene County	\$28.75/Ton
Stone County (7/1/19 - 12/31/20)	\$27.90/Ton
Stone County (1/1/20 - 6/30/20)	\$28.38/Ton

Asbestos Containing Material - Non-Friable:	\$36.75/Ton
Asbestos Containing Material - Friable	\$24.75/CY**
Asbestos Containing Materials w/ CD - Non-Friable	\$44.00/Ton
Petroleum Contaminated Soils:	\$32.20/Ton
Spec/Sludge	\$36.75/Ton
Other Contaminated Soils:	\$34.00/Ton
Contaminated Soil Disposed in Drums:	\$88.00/Drum
Industrial Processed Materials:	\$32.20/Ton
Industrial Processed Material Disposed in Drums:	\$88.00/Drum
Solidification	\$110.00/Ton
Solidification in Drums	\$125.00/Drum

Sanitary Landfill Rubbish:

Gate Rate:	\$24.75/CY**
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Laurel Transfer Station:

Gate Rate:	\$44.50/Ton
Authority Members:	\$37.75/Ton

Hattiesburg Transfer Station:

Gate Rate:	\$43.00/Ton
Authority Members:	\$37.75/Ton

Covington County Transfer Station:

Gate Rate:	\$54.50/Ton
Authority Members:	\$37.75/Ton

** Cubic Yard is charged by the size of the container regardless of volume in container.

Ex. 40 yard container x \$24.75 = \$990.00

***LOADS COMMINGLED WITH RUBBISH WILL BE CHARGED AT \$24.75/cy



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 6, 2019

Re: Approve claims docket for the period ending July 31, 2019.
File Number: 2019-11
Minute Book #

Summary

Recommendation Statement

Please place this on the August 6, 2019 City Council meeting for consideration.

Date - 07/30/19

AMERIMARK DIRECT
Sum

00001 ANDERSON RETAIL INC	145081	00191013 18006633 FLOORING YOUTH ART MUSEUM	07/31/19	271998	1,722.31-

ANDERSON RETAIL INC					
Sum					1,722.31-
00001 ANOINTED HANDS SERVICES, 6168		00190994 18006510 SERVS 7/19 EMP MED CLINIC	07/31/19	271999	280.00-
00001 ANOINTED HANDS SERVICES, 6179		00190917 18006515 SERVS 7/19 SANIT DEPT	07/31/19	271999	795.00-
00001 ANOINTED HANDS SERVICES, 6167 TRAFFIC		00191205 18006560 SERVS 7/19 TRAFFIC/CONSTR	07/31/19	271999	375.00-
00001 ANOINTED HANDS SERVICES, 6167 ENGR		00191205 18006561 SERVS 7/19 ENGR	07/31/19	271999	495.00-

ANOINTED HANDS SERVICES,					
Sum					1,945.00-
00001 APPLIED CONCEPTS INC	351192	00190556 18006705 ANTENNA RADAR POLICE STOCK	07/31/19	272000	4,925.00-

APPLIED CONCEPTS INC					
Sum					4,925.00-
00001 AT&T	056314932900	02019763 18006824 L/DIST 6/15-7/15 POL DISPATCH	07/31/19	272001	45.07-
00001 AT&T	601M26940440	00201910 18006599 SERV 7/8-8/7/19 POLICE	07/31/19	272002	76.00-
00001 AT&T	601545491010	02019743 18006600 SERVS 7/8-8/7/19 POL DISPATCH	07/31/19	272003	170.08-
00001 AT&T	601M26684200	00191333 18006643 INTERACT SOFTWARE SUPPORT	07/31/19	272004	6,790.00-
00001 AT&T	601M26491400	00191333 18006644 INTERACT SOFTWARE SUPPORT	07/31/19	272005	47.00-

AT&T					
Sum					7,128.15-
00001 AT&T LONG DISTANCE SERVI	10012485289	02019734 18006564 L/DIST ONE NET 6/1-30/19	07/31/19	272006	183.62-

AT&T LONG DISTANCE SERVI					
Sum					183.62-
00001 AT&T MOBILITY	287273578351	00191137 18006518 WIRELESS SERV 6/19 VARI DEPTS	07/31/19	272007	5,440.77-
00001 AT&T MOBILITY	287290252011	00191126 18006520 WIRELESS SRV 6/19 VARI DEPTS	07/31/19	272007	569.28-
00001 AT&T MOBILITY	287273861504	00191140 18006524 GPS TRACKING 6/19 VARI DEPTS	07/31/19	272007	5,077.00-

AT&T MOBILITY					
Sum					11,087.05-
00001 AUTO ARMATURE SERVICE IN	17538	00191101 18006532 BATTERIES U#20090 SANIT	07/31/19	272008	323.90-
00001 AUTO ARMATURE SERVICE IN	16925	00189505 18006578 BATTERY U#16722 STREET	07/31/19	272008	158.95-
00001 AUTO ARMATURE SERVICE IN	17040	00189797 18006579 BATTERY U#15964 STREET	07/31/19	272008	156.95-
00001 AUTO ARMATURE SERVICE IN	17578	00191187 18006586 BATTERIES U#14406 SANIT	07/31/19	272008	323.90-
00001 AUTO ARMATURE SERVICE IN	17692	00191429 18006780 STARTER U#19005 CEMETERY	07/31/19	272008	118.95-
00001 AUTO ARMATURE SERVICE IN	17686	00191410 18006870 BATTERY U#19294 PUBLIC WORKS	07/31/19	272008	132.95-
00001 AUTO ARMATURE SERVICE IN	17688	00191434 18006871 BATTERY U#16076 PUBLIC WORKS	07/31/19	272008	136.95-

AUTO ARMATURE SERVICE IN					
Sum					1,352.55-
00001 AUTOMOTIVE GLASS SPECIAL	I230933	00190508 18006530 WINDSHIELD U#21136 POLICE	07/31/19	272009	70.00-
00001 AUTOMOTIVE GLASS SPECIAL	I231408	00191217 18006581 LABOR CHG U#16724 P/W	07/31/19	272009	245.00-
00001 AUTOMOTIVE GLASS SPECIAL	I230734	00190097 18006690 REPRS U#17017 PUBLIC WORKS	07/31/19	272009	715.40-

AUTOMOTIVE GLASS SPECIAL					
Sum					1,030.40-

00001 AXON ENTERPRISE, INC	SI-1599319	00190302	18006646	BATTERY PKS/TASER CARTRIDGES	07/31/19	272010	5,360.00-

AXON ENTERPRISE, INC							
Sum							5,360.00-
00001 BANC OF AMERICA PUBLIC C	R22693	02019761	18006880	ENERGY PERFORMANCE LEASE 8/19	07/29/19	113772	268,084.50-

BANC OF AMERICA PUBLIC C							
Sum							268,084.50-
00001 BARKER, THOMAS	TRAVEL REIMB	00191551	18006787	EXPNS GRANT MTNGS WASHINGTON	07/31/19	272012	336.60-
00001 BARKER, THOMAS	TRAVEL REIMB	00191601	18006882	EXPNS ADP MEET ATLANTA,GA	07/31/19	272012	171.92-

BARKER, THOMAS							
Sum							508.52-
00001 BEAU RIVAGE	AR#13067 RUT	00191158	18006549	HOTEL RUTLAND MML 6/23-25/19	07/31/19	272014	537.00-
00001 BEAU RIVAGE	AR#13067 ELL	00191504	18006768	HOTEL ELLARD MML CONF BILOXI	07/31/19	272014	358.00-
00001 BEAU RIVAGE	AR#13067 SHE	00191579	18006845	HOTEL SHERROCKO MML 6/23-27	07/31/19	272014	716.00-
00001 BEAU RIVAGE	AR#13067 PER	00191579	18006846	HOTEL PERKINS MML 6/23-26	07/31/19	272014	716.00-

BEAU RIVAGE							
Sum							2,327.00-
00001 BILL'S PLUMBING CO	29548	00190408	18006670	PLUMB REPR #4 FIRE STA	07/31/19	272019	215.00-

BILL'S PLUMBING CO							
Sum							215.00-
00001 BODY TECH INC	PO#190995 7/	00190995	18006512	HEADLIGHT REPR U#20096 POLICE	07/31/19	272021	907.38-

BODY TECH INC							
Sum							907.38-
00001 BRACKMAN MOWER WAREHOUSE	47452	00191218	18006730	LAWNMOWER OIL HEALTH DIV	07/31/19	272025	64.68-

BRACKMAN MOWER WAREHOUSE							
Sum							64.68-
00001 C SPIRE (MEGAGATE)	1443767	00191133	18006522	INTERNET/NETWORK	07/31/19	272028	15,602.28-
00001 C SPIRE (MEGAGATE)	1446695	00191133	18006523	INTERNET/NETWORK	07/31/19	272028	1,308.49-

C SPIRE (MEGAGATE)							
Sum							16,910.77-
00001 C SPIRE BUSINESS (FORMER	HM257451	00191581	18006831	TELECONFERENCE 7/19 COURT	07/31/19	272029	28.95-

C SPIRE BUSINESS (FORMER							
Sum							28.95-
00001 CARQUEST AUTO PARTS STOR	14758-126728	00191043	18006580	REPR PTS VARI P/W UNITS/STOCK	07/31/19	272034	56.62-
00001 CARQUEST AUTO PARTS STOR	14758-126945	00191188	18006587	REPR PTS VARI SANIT UNITS	07/31/19	272034	293.43-
00001 CARQUEST AUTO PARTS STOR	14758-126421	00190776	18006647	REPR PTS U#20393 ANIMAL CNTRL	07/31/19	272034	43.43-
00001 CARQUEST AUTO PARTS STOR	14758-126422	00190776	18006648	REPR PTS U#19817 POLICE	07/31/19	272034	33.11-
00001 CARQUEST AUTO PARTS STOR	14758-126423	00190776	18006649	REPR PTS U#19817 POLICE	07/31/19	272034	151.99-
00001 CARQUEST AUTO PARTS STOR	14758-126425	00190776	18006650	REPR PTS U#17894 POLICE	07/31/19	272034	159.30-
00001 CARQUEST AUTO PARTS STOR	14758-126426	00190776	18006651	REPR PTS U#18314 POLICE	07/31/19	272034	129.99-
00001 CARQUEST AUTO PARTS STOR	14758-126427	00190776	18006652	REPR PTS POLICE STOCK	07/31/19	272034	123.92-
00001 CARQUEST AUTO PARTS STOR	14758-126428	00190776	18006653	REPR PTS U#19343 POLICE	07/31/19	272034	29.32-

00001	CARQUEST	AUTO	PARTS	STOR	14758-126429	00190776	18006654	REPR	PTS	U#18328	POLICE	07/31/19	272034	161.88-
00001	CARQUEST	AUTO	PARTS	STOR	14758-126431	00190776	18006655	REPR	PTS	U#18314	POLICE	07/31/19	272034	435.30-
00001	CARQUEST	AUTO	PARTS	STOR	14758-126432	00190776	18006656	REPR	PTS	POLICE	STOCK	07/31/19	272034	144.84-
00001	CARQUEST	AUTO	PARTS	STOR	14758-126434	00190776	18006657	REPR	PTS	POLICE	STOCK	07/31/19	272034	70.80-
00001	CARQUEST	AUTO	PARTS	STOR	14758-126435	00190776	18006658	REPR	PTS	U#16642	POLICE	07/31/19	272034	161.14-
00001	CARQUEST	AUTO	PARTS	STOR	14758-126439	00190776	18006659	REPR	PTS	U#20425	POLICE	07/31/19	272034	179.57-
00001	CARQUEST	AUTO	PARTS	STOR	14758-126438	00190776	18006660	REPR	PTS	U#18325	POLICE	07/31/19	272034	409.05-
00001	CARQUEST	AUTO	PARTS	STOR	14758-126436	00190776	18006661	REPR	PTS	U#19814	POLICE	07/31/19	272034	151.99-
00001	CARQUEST	AUTO	PARTS	STOR	14758-126484	00189310	18006683	REPR	PTS	U#20421	POLICE	07/31/19	272034	156.99-
00001	CARQUEST	AUTO	PARTS	STOR	14758-126485	00189310	18006684	REPR	PTS	U#16640	POLICE	07/31/19	272034	498.04-
00001	CARQUEST	AUTO	PARTS	STOR	14758-126487	00189310	18006685	REPR	PTS	POLICE	STOCK	07/31/19	272034	59.68-
00001	CARQUEST	AUTO	PARTS	STOR	14758-126488	00189310	18006686	REPR	PTS	U#17574	POLICE	07/31/19	272034	178.74-
00001	CARQUEST	AUTO	PARTS	STOR	14758-126489	00189310	18006687	REPR	PTS	U#20314	POLICE	07/31/19	272034	64.54-
00001	CARQUEST	AUTO	PARTS	STOR	14758-126455	00190259	18006688	REPR	PTS	U#16756	POLICE	07/31/19	272034	215.58-
00001	CARQUEST	AUTO	PARTS	STOR	14758-126456	00190261	18006689	REPR	PTS	U#17897	POLICE	07/31/19	272034	122.42-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127408	00191480	18006767	REPR	PTS	U#17789	PLANNING	07/31/19	272034	115.20-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127181	00191503	18006773	ADDL	AMT	DUE	PO#191309 LDC	07/31/19	272034	47.87-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127124	00191309	18006804	REPR	PTS	U#14697	LAND CODE	07/31/19	272034	262.59-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127414	00191494	18006811	REPR	PTS	U#20405	STREET	07/31/19	272034	33.12-
00001	CARQUEST	AUTO	PARTS	STOR	14758-126313	00190505	18006813	PTS/SUPP	P/W	SHOP		07/31/19	272034	19.21-
00001	CARQUEST	AUTO	PARTS	STOR	14758-126509	00190932	18006814	A/C	FREON	P/W	SHOP	07/31/19	272034	92.88-
00001	CARQUEST	AUTO	PARTS	STOR	14758-126211	00190926	18006816	REPR	PTS	U#16496	CONSTR	07/31/19	272034	64.07-
00001	CARQUEST	AUTO	PARTS	STOR	14758-126513	00190926	18006817	SHOP	SUPP	PUBLIC	WORKS	07/31/19	272034	88.68-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127461	00191532	18006822	AGRI	EQUIP	BATTERIES/PTS	CEM	07/31/19	272034	141.87-
00001	CARQUEST	AUTO	PARTS	STOR	14758-127180	00191309	18006823	CREDIT	INV#	14758-127124		07/31/19	272034	23.43
00001	CARQUEST	AUTO	PARTS	STOR	14758-126802	00191105	18006872	REPR	PTS	U#20067	STREET	07/31/19	272034	28.07-

CARQUEST AUTO PARTS STOR														
Sum														4,901.80-
00001	CARRIGEE	CONSULTING			PLUMB COURSE	00191537	18006810	PLUMB	CRSE	JOHNSON	LAND CODE	07/31/19	272035	250.00-

CARRIGEE CONSULTING														
Sum														250.00-
00001	CENTER FOR COMMUNITY PRO	2945052	ARCH		00191519	18006793	REG	ARCHER	VACANT	PROP	CONF	07/31/19	272036	400.00-

CENTER FOR COMMUNITY PRO														
Sum														400.00-
00001	CENTER FOR EDU & EMPLOYM	07247764			00191476	18006769	PUBLIC	LAW	BOOK	P/F	ACADEMY	07/31/19	272037	124.95-

CENTER FOR EDU & EMPLOYM														
Sum														124.95-
00001	CENTER FOR GOVERNMENT AN	REG COLE 10/			00191341	18006696	REG	COLE	FALL	SESSION/MEETING		07/31/19	272038	100.00-
00001	CENTER FOR GOVERNMENT AN	REG JOLLY 10			00191341	18006697	REG	JOLLY	FALL	SESSION/MEET		07/31/19	272039	100.00-
00001	CENTER FOR GOVERNMENT AN	REG C JONES			00191460	18006739	REG	JONES	MUN	CLK	TRNG HBRG	07/31/19	272040	200.00-

CENTER FOR GOVERNMENT AN														
Sum														400.00-
00001	CENTRAL ALABAMA TRAINING	17031876			00191339	18006672	SCBA	AIR	COMPRESSOR	YRLY	MNT	07/31/19	272041	3,300.00-

CENTRAL ALABAMA TRAINING														
Sum														3,300.00-

00001 CERTIFIED LABORATORIES	3604047	00191032 18006636	CHEMICALS SANIT DEPT	07/31/19	272043	1,954.70-

CERTIFIED LABORATORIES						
Sum						1,954.70-
00001 CINTAS CORPORATION #J66	4025793272	00191235 18006575	UNIFORMS 7/15 TRAFFIC	07/31/19	272050	26.10-
00001 CINTAS CORPORATION #J66	4025793309	00191235 18006576	MOP/MAT 7/15 TRAFFIC	07/31/19	272050	7.90-
00001 CINTAS CORPORATION #J66	4025792945	00191252 18006622	UNIFORMS 7/15 PUB WORKS	07/31/19	272050	25.00-
00001 CINTAS CORPORATION #J66	4025793250	00191252 18006623	UNIFORMS 7/15 PUB WORKS	07/31/19	272050	89.07-
00001 CINTAS CORPORATION #J66	4025793496	00191252 18006624	UNIFORMS 7/15 PUB WORKS	07/31/19	272050	199.77-
00001 CINTAS CORPORATION #J66	4025792999	00191252 18006625	UNIFORMS 7/15 PUB WORKS	07/31/19	272050	296.71-
00001 CINTAS CORPORATION #J66	4025793322	00191252 18006626	UNIFORMS 7/15 PUB WORKS	07/31/19	272050	23.25-
00001 CINTAS CORPORATION #J66	4025793159	00191252 18006627	UNIFORMS 7/15 PUB WORKS	07/31/19	272050	24.04-
00001 CINTAS CORPORATION #J66	4025793118	00191289 18006631	UNIFORMS 7/15 P/W SHOP	07/31/19	272050	40.56-
00001 CINTAS CORPORATION #J66	4025793065	00191289 18006632	UNIFORMS 7/15 CONSTR	07/31/19	272050	74.29-
00001 CINTAS CORPORATION #J66	4025793279	00191308 18006676	UNIFORMS 7/15 SANIT	07/31/19	272050	252.98-
00001 CINTAS CORPORATION #J66	4026300325	00191387 18006720	UNIFORMS 7/22 PUBLIC WORKS	07/31/19	272050	119.77-
00001 CINTAS CORPORATION #J66	4026300587	00191387 18006721	UNIFORMS 7/22 PUBLIC WORKS	07/31/19	272050	89.07-
00001 CINTAS CORPORATION #J66	4026300186	00191387 18006722	UNIFORMS 7/22 PUBLIC WORKS	07/31/19	272050	90.33-
00001 CINTAS CORPORATION #J66	4026300258	00191387 18006723	UNIFORMS 7/22 PUBLIC WORKS	07/31/19	272050	25.66-
00001 CINTAS CORPORATION #J66	4026300514	00191387 18006724	UNIFORMS 7/22 PUBLIC WORKS	07/31/19	272050	23.25-
00001 CINTAS CORPORATION #J66	4026300434	00191414 18006728	UNIFORMS 7/22 P/W SHOP	07/31/19	272050	57.56-
00001 CINTAS CORPORATION #J66	4026300271	00191414 18006729	UNIFORMS 7/22 CONSTR	07/31/19	272050	74.29-
00001 CINTAS CORPORATION #J66	4026300476	00191498 18006777	UNIFORMS 7/22 TRAFFIC	07/31/19	272050	26.10-
00001 CINTAS CORPORATION #J66	4026300563	00191498 18006778	MOP/MAT 7/22 TRAFFIC	07/31/19	272050	7.90-
00001 CINTAS CORPORATION #J66	4026300510	00191534 18006820	UNIFORMS 7/22 SANIT	07/31/19	272050	149.47-
00001 CINTAS CORPORATION #J66	4026300421	00191534 18006821	MOP/MAT 7/22 SANIT	07/31/19	272050	3.00-
00001 CINTAS CORPORATION #J66	4026776190	00191602 18006893	UNIFORMS 7/29 PUBLIC WORKS	07/31/19	272050	25.86-
00001 CINTAS CORPORATION #J66	4026776376	00191602 18006894	UNIFORMS 7/29 PUBLIC WORKS	07/31/19	272050	125.07-
00001 CINTAS CORPORATION #J66	4026776441	00191602 18006895	UNIFORMS 7/29 PUBLIC WORKS	07/31/19	272050	89.07-
00001 CINTAS CORPORATION #J66	4026776159	00191602 18006896	UNIFORMS 7/29 PUBLIC WORKS	07/31/19	272050	57.83-
00001 CINTAS CORPORATION #J66	4026776517	00191602 18006897	UNIFORMS 7/29 PUBLIC WORKS	07/31/19	272050	23.25-
00001 CINTAS CORPORATION #J66	4026776462	00191602 18006898	UNIFORMS 7/29 PUBLIC WORKS	07/31/19	272050	28.33-
00001 CINTAS CORPORATION #J66	4026776392	00191621 18006899	UNIFORMS 7/29 P/W SHOP	07/31/19	272050	40.56-
00001 CINTAS CORPORATION #J66	4026776260	00191621 18006900	UNIFORMS 7/29 CONSTR	07/31/19	272050	74.29-
00001 CINTAS CORPORATION #J66	4026776478	00191604 18006901	UNIFORMS 7/29 SANIT	07/31/19	272050	144.68-

CINTAS CORPORATION #J66						
Sum						2,335.01-
00001 CINTAS FIRST AID J71	5014321038	00191324 18006755	FIRE AID SUPP P/W SHOP	07/31/19	272051	137.35-

CINTAS FIRST AID J71						
Sum						137.35-
00001 CITY OF HATTIESBURG FUND TRF 2ND 7/19	02019738 18006565	TRF 2ND 7/19	PAYROLL	07/16/19	113729	1,156,432.54-

CITY OF HATTIESBURG FUND						
Sum						1,156,432.54-
00001 CITY OF HATTIESBURG FUND TRF 1% SPEC	02019765 18006924	TRF 1% SPEC	SALES TAX RESTAUR	07/30/19	113775	6,171.99-
00001 CITY OF HATTIESBURG FUND TRF 1% SPEC	02019766 18006925	TRF 1% SPEC	SALES TAX RESTAUR	07/30/19	113776	1.45-

CITY OF HATTIESBURG FUND						

Sum									6,173.44-
00001 CLARION LEDGER (ADVERTIS	2615548	00191242	18006569	CITY WIDE ADS AND NOTICES	07/31/19	272052		70.30-	
00001 CLARION LEDGER (ADVERTIS	2615548(B)	00191243	18006583	CITY WIDE ADS AND NOTICES	07/31/19	272052		103.80-	
CLARION LEDGER (ADVERTIS								-----	
Sum								174.10-	
00001 CLARKE	5087455	00190982	18006912	BIOMIST HEALTH DIV	07/31/19	272053		1,800.00-	
00001 CLARKE	5087456	00190982	18006913	BIOMIST HEALTH DIV	07/31/19	272053		600.00-	
CLARKE								-----	
Sum								2,400.00-	
00001 COCA COLA BOTTLING COMPA	1097235169	00191183	18006788	BOTTLED WATER NNO KICK-OFF	07/31/19	272055		342.00-	
COCA COLA BOTTLING COMPA								-----	
Sum								342.00-	
00001 COLE, RONDA	TRAV ADVANCE	00191344	18006694	TRAV ADV MMCCA LOUISVILLE,MS	07/31/19	272056		433.52-	
COLE, RONDA								-----	
Sum								433.52-	
00001 COLLABORATIVE SOLUTIONS,	REG TOWNSEND	00191542	18006794	REG TOWNSEND HOMELESSNESS CNF	07/31/19	272057		275.00-	
COLLABORATIVE SOLUTIONS,								-----	
Sum								275.00-	
00001 COLLINS, BARRY A	TRAV ADVANCE	00191253	18006616	TRAV ADV NFA CRSE EMTSBRG,MD	07/31/19	272058		414.00-	
COLLINS, BARRY A								-----	
Sum								414.00-	
00001 COPELAND, CHARLES	TRAV ADVANCE	00191435	18006745	TRAV ADV MACE CNF D'IBERVILLE	07/31/19	272062		200.28-	
COPELAND, CHARLES								-----	
Sum								200.28-	
00001 COURTESY MOTORS INC	489840	00188504	18006540	REPR PTS U#16640 POLICE	07/31/19	272066		39.73-	
COURTESY MOTORS INC								-----	
Sum								39.73-	
00001 CRAIN TRACTOR & EQUIPMEN	CP69143	00191117	18006621	BLADES U#20373 P/W STREET	07/31/19	272068		351.84-	
CRAIN TRACTOR & EQUIPMEN								-----	
Sum								351.84-	
00001 DIAMONDBACK PRODUCTS INC	17970	00191512	18006818	REAR LOADER FLIPPER U#19947	07/31/19	272073		3,499.08-	
DIAMONDBACK PRODUCTS INC								-----	
Sum								3,499.08-	
00001 DICK'S SPORTING GOODS	PO#191294 7/	00191294	18006770	SUNBLOCK HATS P/F ACADEMY	07/31/19	272074		600.00-	
DICK'S SPORTING GOODS								-----	
Sum								600.00-	
00001 EATON, ALVIN K (PETTY CA	PETTY CASH 6	00191268	18006603	PETTY CASH 6/19 VARI DEPTS	07/31/19	272080		435.01-	
EATON, ALVIN K (PETTY CA								-----	
Sum								435.01-	

00001 ECONOMY SUPPLY CO	016052	00191166 18006562 DOOR MATLS YOUTH ART MUSEUM	07/31/19	272081	125.51-
00001 ECONOMY SUPPLY CO	016244	00191274 18006675 ROOF PATCH LIFE CNTR/CLINIC	07/31/19	272081	166.35-
00001 ECONOMY SUPPLY CO	015399	00190752 18006757 PORTLAND CEMENT DRNGE DEPT	07/31/19	272081	945.00-

ECONOMY SUPPLY CO					
Sum					1,236.86-
00001 EMERGENCY EQUIPMENT PROF	443576	00191270 18006618 A/C REPR U#13933 FIRE DEPT	07/31/19	272085	750.13-

EMERGENCY EQUIPMENT PROF					
Sum					750.13-
00001 EMPIRE BODY SHOP LLC	CE006145732: 00185403 18006679 AGRI EQUIP REPR PTS HEALTH		07/31/19	272086	34.22-

EMPIRE BODY SHOP LLC					
Sum					34.22-
00001 EMPIRE TRUCK SALES (H'BU	CE006153809: 00191001 18006531 REPR PTS U#15892 SANIT		07/31/19	272087	86.92-
00001 EMPIRE TRUCK SALES (H'BU	CE006153882: 00191162 18006588 REPR PTS U#20091 SANIT		07/31/19	272087	129.64-
00001 EMPIRE TRUCK SALES (H'BU	CE006153793: 00191095 18006772 REPR PTS U#15064 FIRE DEPT		07/31/19	272087	1,952.92-
00001 EMPIRE TRUCK SALES (H'BU	CE006152475: 00190329 18006909 REPR PTS U#20070 SANIT		07/31/19	272087	419.76-
00001 EMPIRE TRUCK SALES (H'BU	CE006153302: 00190861 18006910 REPR PTS U#15892 SANIT		07/31/19	272087	130.97-

EMPIRE TRUCK SALES (H'BU					
Sum					2,720.21-
00001 EQUIFAX INFORMATION SERV	5443329	00191362 18006698 ONLINE INVESTIGATION	07/31/19	272088	21.24-

EQUIFAX INFORMATION SERV					
Sum					21.24-
00001 FASTENAL COMPANY	MSHAT219363	00191330 18006760 MESH BODY GUARDS HLTH CREWS	07/31/19	272094	89.91-

FASTENAL COMPANY					
Sum					89.91-
00001 FERGUSON ENTERPRISES INC	9317243	00191248 18006878 JET SWET KIT CONSTR PLUMBING	07/31/19	272095	344.06-

FERGUSON ENTERPRISES INC					
Sum					344.06-
00001 FIREFIGHTERS BOOKSTORE	INV298825	00191128 18006717 HFD EMP PROMO EXAM STUDY MATL	07/31/19	272096	688.34-

FIREFIGHTERS BOOKSTORE					
Sum					688.34-
00001 FORREST CTY TAX COLLECTO	PO#191278 7/	00191278 18006608 MTRCYCLE TITLES BURN CNTR CHG	07/31/19	272099	400.00-

FORREST CTY TAX COLLECTO					
Sum					400.00-
00001 FORREST GENERAL HOSPITAL	EAP CHARGE 8	00191421 18006713 EAP CHARGE 8/19	07/31/19	272100	1,785.00-

FORREST GENERAL HOSPITAL					
Sum					1,785.00-
00001 FUELMAN OF MS	BG127044 NP5	00191279 18006606 FUEL CHGS 7/8-14/19 POLICE	07/31/19	272101	103.77-

00001 FUELMAN OF MS	BG127044 NP5	00191273 18006617 FUEL CHG 6/23 U#20371 FIRE	07/31/19	272101	23.43-

FUELMAN OF MS					

[illegible]

00001 HALL, LAKESHIA	TRAV ADVANCE 00191437 18006746 TRAV ADV MACE CNF D'IBERVILLE	07/31/19	272115	200.28-

HALL, LAKESHIA				200.28-
Sum				
00001 HANCOCK BANK TRUST & FIN 7/27/19 DUE	02019764 18006881 MDB 2001 BONDS 12/22/08	07/29/19	113774	2,231.17-

HANCOCK BANK TRUST & FIN				2,231.17-
Sum				
00001 HATTIESBURG HYDRAULICS I 78498	00188781 18006743 REPR PTS U#13933 FIRE DEPT	07/31/19	272118	145.14-
00001 HATTIESBURG HYDRAULICS I 79136	00189759 18006744 REPR PTS U#18099/18100 FIRE	07/31/19	272118	38.80-

HATTIESBURG HYDRAULICS I				183.94-
Sum				
00001 HAVARD PEST CONTROL INC 1484951	00191086 18006516 FLY BAIT POWDER SANIT DEPT	07/31/19	272122	224.25-
00001 HAVARD PEST CONTROL INC 1477947	02019762 18006850 QTRLY SERV POLICE COMPLEX	07/31/19	272122	125.00-
00001 HAVARD PEST CONTROL INC 1477988	02019762 18006851 QTRLY SERV POLICE DISPATCH	07/31/19	272122	48.00-
00001 HAVARD PEST CONTROL INC 1477948	02019762 18006852 QTRLY SERV POL SUB-STA	07/31/19	272122	40.00-
00001 HAVARD PEST CONTROL INC 1477949	02019762 18006853 QTRLY SERV #1 FIRE STA	07/31/19	272122	50.00-
00001 HAVARD PEST CONTROL INC 1477950	02019762 18006854 QTRLY SERV #3 FIRE STA	07/31/19	272122	48.00-
00001 HAVARD PEST CONTROL INC 1477951	02019762 18006855 QTRLY SERV #4 FIRE STA	07/31/19	272122	48.00-
00001 HAVARD PEST CONTROL INC 1477955	02019762 18006856 QTRLY SERV #8 FIRE STA	07/31/19	272122	48.00-
00001 HAVARD PEST CONTROL INC 1477975	02019762 18006857 QTRLY SERV FIRE ADM	07/31/19	272122	48.00-
00001 HAVARD PEST CONTROL INC 1477957	02019762 18006858 QTRLY SERV P/F ACADEMY	07/31/19	272122	50.00-
00001 HAVARD PEST CONTROL INC 1477961	02019762 18006859 QTRLY SERV CITY HALL	07/31/19	272122	65.00-
00001 HAVARD PEST CONTROL INC 1477978	02019762 18006860 QTRLY SERV EMP MED CLINIC	07/31/19	272122	48.00-
00001 HAVARD PEST CONTROL INC 1477969	02019762 18006861 QTRLY SERV ENGR OFFICE	07/31/19	272122	55.00-
00001 HAVARD PEST CONTROL INC 1477974	02019762 18006862 QTRLY SERV PUB WORKS SHOP	07/31/19	272122	235.00-
00001 HAVARD PEST CONTROL INC 1477976	02019762 18006863 QTRLY SERV CHAIN AIRPORT	07/31/19	272122	45.00-
00001 HAVARD PEST CONTROL INC 1477977	02019762 18006864 QTRLY SERV AIRPORT MAINT	07/31/19	272122	45.00-
00001 HAVARD PEST CONTROL INC 1477986	02019762 18006865 QTRLY SERV HIGHLAND CMTERY	07/31/19	272122	40.00-
00001 HAVARD PEST CONTROL INC 1477987	02019762 18006866 QTRLY SERV S HILL CMTERY	07/31/19	272122	60.00-

HAVARD PEST CONTROL INC				1,322.25-
Sum				
00001 HILL & BROOKS COFFEE & T 707030	00191527 18006786 COFFEE SERV MAYOR'S OFFICE	07/31/19	272124	59.56-

HILL & BROOKS COFFEE & T				59.56-
Sum				
00001 HOL-MAC CORPORATION 359226	00191186 18006819 REPR PTS U#15892 SANIT	07/31/19	272125	276.88-
00001 HOL-MAC CORPORATION 359283	00191164 18006911 REPR PTS U#19755 SANIT	07/31/19	272125	276.48-

HOL-MAC CORPORATION				553.36-
Sum				
00001 HOLLAND VETERINARY HOSPI ACCT#85 2419	00191286 18006609 SERVS OTTER/VOO DOO POLICE K9	07/31/19	272126	79.60-

HOLLAND VETERINARY HOSPI				79.60-
Sum				
00001 HUB CITY CONSTRUCTION IN 1714	00189166 18006681 FLOOR RENOV C HALL 2ND FLOOR	07/31/19	272127	37,192.50-

HUB CITY CONSTRUCTION IN				

Sum								37,192.50-
00001 HUB CITY SPOKES	94163	00191234	18006568	CITY WIDE ADS AND NOTICES	07/31/19	272128	99.96-	
00001 HUB CITY SPOKES	94321	00191456	18006738	CITY WIDE ADS AND NOTICES	07/31/19	272128	402.65-	

HUB CITY SPOKES								
Sum							502.61-	
00001 HUGHES SUPPLY	S156268124.0	00191192	18006758	ELEC SUPP YOUTH ART CENTER	07/31/19	272130	51.01-	
00001 HUGHES SUPPLY	S155096875.0	00186860	18006759	PEST CONTROL FOAM SANIT DEPT	07/31/19	272130	43.00-	

HUGHES SUPPLY								
Sum							94.01-	
00001 INDOFF INC	3256849	00190148	18006849	JANIT SUPP SANIT DEPT	07/31/19	272132	300.93-	

INDOFF INC								
Sum							300.93-	
00001 INTAPOL INDUSTRIES, INC	21803	00190757	18006511	MOTORCYCLE HELMETS	07/31/19	272134	1,354.44-	

INTAPOL INDUSTRIES, INC								
Sum							1,354.44-	
00001 INTERFACE SECURITY SYSTE	19454942	00191382	18006732	SECURITY 8/19 HIGHLAND CMTERY	07/31/19	272135	34.34-	
00001 INTERFACE SECURITY SYSTE	19461028	00191382	18006733	SECURITY 8/19 SOUTH HILL CEM	07/31/19	272135	31.15-	

INTERFACE SECURITY SYSTE								
Sum							65.49-	
00001 IRBY, STUART C CO	S011441946.0	00190918	18006563	BREAKERS 7/04 CHAIN PK EVENT	07/31/19	272136	59.40-	
00001 IRBY, STUART C CO	S011459571.0	00191216	18006815	SMOKE ALARMS YTH ART MUSEUM	07/31/19	272136	44.85-	
00001 IRBY, STUART C CO	S011446755.0	00191002	18006917	ELEC SUPP CONSTR DEPT	07/31/19	272136	113.50-	

IRBY, STUART C CO								
Sum							217.75-	
00001 J M H GRAPHICS	17799	00190731	18006803	POLO SHIRTS LAND CODE DIV	07/31/19	272137	732.52-	

J M H GRAPHICS								
Sum							732.52-	
00001 JAMES, KEIRA (REFUND)	DAMAGE DEP R	02019760	18006827	DAMAGE DEPOSIT REFUND	07/31/19	272140	100.00-	

JAMES, KEIRA (REFUND)								
Sum							100.00-	
00001 JOHNNY'S WRECKER SERVICE	38143	00191114	18006527	TOWING U#20091 SANIT	07/31/19	272144	250.00-	

JOHNNY'S WRECKER SERVICE								
Sum							250.00-	
00001 JOHNSON CONTROLS, INC	1-8690988717	00191432	18006753	PSA AGRMNT 6/1-8/31/19 ENGR	07/31/19	272145	3,156.25-	
00001 JOHNSON CONTROLS, INC	00073636137	00191433	18006754	PSA AGRMNT 6/1-8/31/19 ENGR	07/31/19	272145	7,681.00-	

JOHNSON CONTROLS, INC								
Sum							10,837.25-	
00001 KIDD, TYWAN	TRAV ADANCE	00191438	18006747	TRAV ADV MACE CNF D'IBERVILLE	07/31/19	272151	200.28-	

KIDD, TYWAN								
Sum							200.28-	

00001 KRONOS INCORPORATED	11457000	00191588 18006839 SOFTWARE SUPPORT 4/30-5/29	07/31/19	272153	9,088.00-

KRONOS INCORPORATED					
Sum					9,088.00-
00001 LANCASTER'S MACHINE & WE 24099		00191380 18006918 BUMPER REPR U#20071 SANIT	07/31/19	272157	450.00-

LANCASTER'S MACHINE & WE					
Sum					450.00-
00001 LARRY'S WRECKER SERVICE 6237		00191120 18006525 TOWING U#19706 POLICE	07/31/19	272159	55.00-
00001 LARRY'S WRECKER SERVICE 6255		00191120 18006526 TOWING U#17313 POLICE	07/31/19	272159	65.00-
00001 LARRY'S WRECKER SERVICE 6225		00191282 18006612 TOWING U#16754 POLICE	07/31/19	272159	55.00-
00001 LARRY'S WRECKER SERVICE 6242		00191282 18006613 TOWING U#17594 POLICE	07/31/19	272159	55.00-
00001 LARRY'S WRECKER SERVICE 6243		00191282 18006614 TOWING U#17578 POLICE	07/31/19	272159	55.00-
00001 LARRY'S WRECKER SERVICE 6245		00191282 18006615 TOWING CADILLAC DEVILLE	07/31/19	272159	55.00-
00001 LARRY'S WRECKER SERVICE 6257		00191316 18006665 TOWING U#17575 POLICE	07/31/19	272159	55.00-
00001 LARRY'S WRECKER SERVICE 6284		00191316 18006666 TOWING U#15452 POLICE	07/31/19	272159	65.00-
00001 LARRY'S WRECKER SERVICE 6258		00191316 18006667 TOWING U#17358 POLICE	07/31/19	272159	55.00-
00001 LARRY'S WRECKER SERVICE 6325		00191568 18006842 TOWING U#19344 POLICE	07/31/19	272159	55.00-
00001 LARRY'S WRECKER SERVICE 6324		00191568 18006843 TOWING U#19340 POLICE	07/31/19	272159	55.00-
00001 LARRY'S WRECKER SERVICE 6316		00191568 18006844 TOWING U#15452 POLICE	07/31/19	272159	65.00-

LARRY'S WRECKER SERVICE					
Sum					690.00-
00001 LASTER, KENDRICK	TRAV ADVANCE	00191439 18006748 TRAV ADV MACE CNF D'IBERVILLE	07/31/19	272160	200.28-

LASTER, KENDRICK					
Sum					200.28-
00001 LEGACY MEMORIAL, LLC (RE	DAMAGE DEP R	02019760 18006829 DAMAGE DEPOSIT REFUND	07/31/19	272161	500.00-

LEGACY MEMORIAL, LLC (RE					
Sum					500.00-
00001 LIGHTSEY & ASSOCIATES	325 WEST PIN	00191523 18006812 APPRAISAL 325 W PINE ST	07/31/19	272162	850.00-

LIGHTSEY & ASSOCIATES					
Sum					850.00-
00001 LUU, LISA	TRAV ADVANCE	00191343 18006695 TRAV ADV MMCCA LOUISVILLE,MS	07/31/19	272163	433.52-

Sum					433.52-
00001 MAC PAPERS	401426	00189011 18006641 PRODUCTION PRINTER PAPER SUPP	07/31/19	272167	919.40-
00001 MAC PAPERS	401613	00189317 18006642 PRODUCTION PRINTER PAPER SUPP	07/31/19	272167	1,777.39-

MAC PAPERS					
Sum					2,696.79-
00001 MAPLES GAS COMPANY	150973	00191201 18006601 DIESEL FOR P/W FUEL STATION	07/31/19	272168	3,223.80-
00001 MAPLES GAS COMPANY	151549	00191395 18006737 GAS/DIESEL P/W FUEL STATION	07/31/19	272168	17,636.80-

MAPLES GAS COMPANY					
Sum					20,860.60-

00001 MAULDIN COMPANY	49332	00191416 18006761 REPR PTS U#15516 HEALTH DIV	07/31/19	272170	49.22-

MAULDIN COMPANY					49.22-
Sum					49.22-
00001 MCCAIN, SAMANTHA	TRAVEL REIMB	00190135 18006567 HOTEL NAGCC WASHINGTON DC	07/31/19	272171	842.58-

MCCAIN, SAMANTHA					842.58-
Sum					842.58-
00001 MCELHANEY PLUMBING INC	279605	00191224 18006620 SPRINKLER PTS 402 S 22ND AVE	07/31/19	272173	13.78-
00001 MCELHANEY PLUMBING INC	279962	00191553 18006915 PLUMB SUPP CITY HALL FOUNTAIN	07/31/19	272173	38.60-

MCELHANEY PLUMBING INC					52.38-
Sum					52.38-
00001 MEDICAL ANALYSIS-GHV	10423	00191290 18006604 SERVS 6/19 EMP CLINIC	07/31/19	272174	29,732.25-

MEDICAL ANALYSIS-GHV					29,732.25-
Sum					29,732.25-
00001 MID SOUTH UNIFORM & SUPP	593510	00190791 18006607 RPLCMNT NAME PLATE MCCANN	07/31/19	272176	14.38-

MID SOUTH UNIFORM & SUPP					14.38-
Sum					14.38-
00001 MILLS & SCANLON, P.A.	1292-0012M S	00191642 18006927 SRVS 2016 ANNEXATION	07/31/19	272177	53,219.84-

MILLS & SCANLON, P.A.					53,219.84-
Sum					53,219.84-
00001 MISSISSIPPI AG COMPANY, P38137		00191272 18006680 SEAT CUSHION KITS U#15082	07/31/19	272178	439.18-

MISSISSIPPI AG COMPANY,					439.18-
Sum					439.18-
00001 MITCHELL TOOL SALES & SE 101380		00191220 18006629 TOOL SOCKETS P/W SHOP	07/31/19	272179	48.39-
00001 MITCHELL TOOL SALES & SE 101379		00191222 18006630 SOCKET SET P/W SHOP	07/31/19	272179	89.00-

MITCHELL TOOL SALES & SE					137.39-
Sum					137.39-
00001 MS ASSN OF CODE ENFORCEM REG WILLIAMS	00191544 18006795 REG WILLIAMS CONF D'IBERVILLE		07/31/19	272180	100.00-

MS ASSN OF CODE ENFORCEM					100.00-
Sum					100.00-
00001 MS BUSINESS JOURNAL	1805135	00189240 18006883 AD S MCCAIN TOP 50/UNDER 40	07/31/19	272181	808.00-

MS BUSINESS JOURNAL					808.00-
Sum					808.00-
00001 MS FIRE & SAFETY OF HBUR 65335		00191292 18006874 EXTINGUISHERS YTH ART MUSEUM	07/31/19	272182	158.00-
00001 MS FIRE & SAFETY OF HBUR 64931		00191610 18006885 EXTINGUISHERS PUBLIC WORKS	07/31/19	272182	534.00-

MS FIRE & SAFETY OF HBUR					692.00-
Sum					692.00-
00001 MS POWER COMPANY	7/19 GENERAL	00201920 18006785 MNTHLY ELEC-GENERAL	07/31/19	272183	124,871.16-

MS POWER COMPANY					124,871.16-
Sum					124,871.16-

00001 MS STATE/EMP SECURITY CO 9200131000 7 00191285 18006605 UNEMP BENEFITS 2ND QTR 2019	07/31/19	272184	219.22-

MS STATE/EMP SECURITY CO			
Sum			219.22-
00001 MS TURF 708531 00191130 18006594 GRASS SOD FOR CEMETERIES	07/31/19	272185	115.00-

MS TURF			
Sum			115.00-
00001 MSP ENTERPRISES, LLC 71119 00191538 18006805 PROP CLEANUP 1108 W 4TH ST	07/31/19	272186	250.00-
00001 MSP ENTERPRISES, LLC 71819 00191539 18006806 PROPERTY CLEAN UP 7/19 VARI	07/31/19	272186	953.63-
00001 MSP ENTERPRISES, LLC 71519 00191540 18006807 LOT CLEARING 116 WISTERIA	07/31/19	272186	4,403.24-

MSP ENTERPRISES, LLC			
Sum			5,606.87-
00001 MULTITECH OFFICE MACHINE 19070699 00191312 18006752 TONER SUPP ENGR DEPT	07/31/19	272187	69.95-

MULTITECH OFFICE MACHINE			
Sum			69.95-
00001 MUTEH, INC 1920CTHB TOW 00191535 18006792 MBRSH TOWNSEND 7/19-6/20	07/31/19	272188	10.00-

MUTEH, INC			
Sum			10.00-
00001 MYERS, KARNELLA TRAV ADVANCE 00191440 18006749 TRAV ADV MACE CNF D'IBERVILLE	07/31/19	272189	318.56-

MYERS, KARNELLA			
Sum			318.56-
00001 N & H ELECTRONIC DISTRIB 196700 00191012 18006570 ZIP TIES EVIDENCE COLLECTION	07/31/19	272191	31.88-

N & H ELECTRONIC DISTRIB			
Sum			31.88-
00001 NAPA AUTO PARTS 5930-595866 00190208 18006702 FIRE MECHANIC TOOLS	07/31/19	272192	8.44-
00001 NAPA AUTO PARTS 596851 00190910 18006703 REPR PTS U#13933 FIRE DEPT	07/31/19	272192	50.99-

NAPA AUTO PARTS			
Sum			59.43-
00001 NATL ASSN OF TOWN WATCH NNO1565 00190902 18006867 2019 NNO SHIRTS/EVENT ITEMS	07/31/19	272193	5,042.13-

NATL ASSN OF TOWN WATCH			
Sum			5,042.13-
00001 NEEL-SCHAFFER INC 1059310 00191407 18006725 SRVS 5/19 MS4 STORMWTR PROG	07/31/19	272194	4,583.33-

NEEL-SCHAFFER INC			
Sum			4,583.33-
00001 NEWELL PAPER COMPANY 4058884 00190863 18006714 JANIT SUPP POLICE DEPT	07/31/19	272195	1,381.37-
00001 NEWELL PAPER COMPANY 4059867 00190863 18006715 JANIT SUPP POLICE DEPT	07/31/19	272195	212.80-
00001 NEWELL PAPER COMPANY 4058987 00190863 18006734 JANIT SUPP POLICE DEPT	07/31/19	272195	71.88-
00001 NEWELL PAPER COMPANY 4058884 CRED 00190863 18006735 CREDIT INV#4058884	07/31/19	272195	71.88

NEWELL PAPER COMPANY			
Sum			1,594.17-
00001 NEWTON, DEBRA (REFUND) DAMAGE DEP R 02019760 18006828 DAMAGE DEPOSIT REFUND	07/31/19	272196	100.00-

NEWTON, DEBRA (REFUND)

Sum								100.00-
00001	NORFOLK SOUTHERN CORP	91082003	00191445	18006763	8/19 LEASE RR ST PK LOT	07/31/19	272198	2,026.42-

NORFOLK SOUTHERN CORP

Sum								2,026.42-
00001	OFFICE DEPOT INC	326249335001	00191590	18006838	ADDL KEYBOARDS PO#190188	07/31/19	272201	158.34-
00001	OFFICE DEPOT INC	231187357	00191271	18006876	HARD DRIVE FOR COUNCIL DATA	07/31/19	272201	69.99-

OFFICE DEPOT INC

Sum								228.33-
00001	OFFICE PRODUCTS PLUS	867515-1	00189994	18006506	FILING CABINETS MUN COURT	07/31/19	272202	3,569.00-
00001	OFFICE PRODUCTS PLUS	867515-0	00189994	18006507	FILING CABINETS MUN COURT	07/31/19	272202	286.00-
00001	OFFICE PRODUCTS PLUS	867517-0	00189994	18006508	FILING CABINETS MUN COURT	07/31/19	272202	599.00-
00001	OFFICE PRODUCTS PLUS	867517-1	00189994	18006509	FILING CABINETS MUN COURT	07/31/19	272202	65.00-
00001	OFFICE PRODUCTS PLUS	871279-0	00191136	18006628	COPY PAPER ENGR DEPT	07/31/19	272202	36.59-
00001	OFFICE PRODUCTS PLUS	854768-2	00186039	18006682	OFFICE SUPP FIRE DEPT	07/31/19	272202	42.46-
00001	OFFICE PRODUCTS PLUS	871549-0	00191227	18006711	OFFICE SUPP ACCTG DEPT	07/31/19	272202	297.25-
00001	OFFICE PRODUCTS PLUS	871549-1	00191227	18006712	OFFICE SUPP ACCTG DEPT	07/31/19	272202	79.98-
00001	OFFICE PRODUCTS PLUS	871624-0	00191513	18006764	OFFICE SUPP/ACCT PO#191227	07/31/19	272202	297.25-
00001	OFFICE PRODUCTS PLUS	871624-1	00191513	18006765	OFFICE SUPP/ACCT PO#191227	07/31/19	272202	79.98-
00001	OFFICE PRODUCTS PLUS	871831-0	00191320	18006797	OFFICE SUPP/PAPER POLICE DEP	07/31/19	272202	618.29-

OFFICE PRODUCTS PLUS

Sum								5,970.80-
00001	PARISH TRACTOR (HATTIESB	02-93258	00191051	18006592	REPR PTS P/W TRACTOR	07/31/19	272204	2,055.52-
00001	PARISH TRACTOR (HATTIESB	02-91635	00190658	18006638	REPR PTS U#16723/16724 HLTH	07/31/19	272204	2,202.15-
00001	PARISH TRACTOR (HATTIESB	02-92716	00190937	18006639	REPR PTS U#16724 HEALTH	07/31/19	272204	1,217.31-
00001	PARISH TRACTOR (HATTIESB	02-94073	00191269	18006678	REPR PTS U#16722 HEALTH DIV	07/31/19	272204	622.88-
00001	PARISH TRACTOR (HATTIESB	02-91619	00190669	18006731	REPR PTS U#10787 & U#16723	07/31/19	272204	28.47-
00001	PARISH TRACTOR (HATTIESB	02-94683	00191443	18006873	REPR PTS U#16722 HEALTH DIV	07/31/19	272204	211.36-

PARISH TRACTOR (HATTIESB

Sum								6,337.69-
00001	PATTERSON AUTO ELECTRIC	50026	00191111	18006574	REPRS U#15452 POLICE	07/31/19	272205	787.19-

PATTERSON AUTO ELECTRIC

Sum								787.19-
00001	PEARL RIVER VALLEY EPA (	7/19 GENERAL	00201920	18006782	MNTHLY 7/19 PUBLIC SERVICES	07/31/19	272207	1,295.64-

PEARL RIVER VALLEY EPA (

Sum								1,295.64-
00001	PHILLIPS CAR CARE CENTER	01469	00190943	18006546	REPRS U#15914 LAND CODE	07/31/19	272209	231.89-
00001	PHILLIPS CAR CARE CENTER	01530	00191110	18006547	REPRS U#15914 LAND CODE	07/31/19	272209	93.90-
00001	PHILLIPS CAR CARE CENTER	01648	00191415	18006751	A/C REPR U#17018 PUB WORKS	07/31/19	272209	994.61-

PHILLIPS CAR CARE CENTER

Sum								1,320.40-
00001	PIERCE PLUMBING INC	603356	00191475	18006771	UNSTOP TOILET P/F ACADEMY	07/31/19	272210	125.00-
00001	PIERCE PLUMBING INC	603388	00191172	18006916	DRAIN REPR T DEPOT VARI LOC	07/31/19	272210	2,706.72-

PIERCE PLUMBING INC

Sum								2,831.72-
00001	PINE BELT CDJR, INC (MCM 50097	00189470	18006541	WHEEL NUTS/STUDS STOCK	07/31/19	272212		336.80-
00001	PINE BELT CDJR, INC (MCM 50501	00190256	18006542	REPR PTS U#19709 POLICE	07/31/19	272212		50.68-
00001	PINE BELT CDJR, INC (MCM 50422	00190260	18006543	OIL FILTERS POLICE STOCK	07/31/19	272212		116.16-
00001	PINE BELT CDJR, INC (MCM 180187P	00188988	18006572	REPR PTS U#17893 POLICE	07/31/19	272212		151.50-
00001	PINE BELT CDJR, INC (MCM 180067P	00188988	18006573	REPR PTS U#17893 POLICE	07/31/19	272212		230.25-
00001	PINE BELT CDJR, INC (MCM 50963	00191212	18006584	GLASS SPOT REPR U#20050 CONST	07/31/19	272212		32.00-
00001	PINE BELT CDJR, INC (MCM 501379	00191313	18006671	REPRS U#20370 FIRE DEPT	07/31/19	272212		790.10-
00001	PINE BELT CDJR, INC (MCM 50457	00190219	18006798	HEATER HOSES POLICE STOCK	07/31/19	272212		167.88-
00001	PINE BELT CDJR, INC (MCM 50590	00191338	18006799	REPR PTS U#18325 POLICE	07/31/19	272212		413.52-
00001	PINE BELT CDJR, INC (MCM 500653(A)	00190144	18006801	REPRS U#9835 FIRE DEPT	07/31/19	272212		216.10-
00001	PINE BELT CDJR, INC (MCM 500653(B)	00190162	18006802	REPR PTS U#9835 FIRE DEPT	07/31/19	272212		237.04-

PINE BELT CDJR, INC (MCM								
Sum								2,742.03-
00001	PINE BELT OIL COMPANY IN 1067028	00191123	18006551	GAS FOR P/W FUEL STATION	07/31/19	272213		9,580.24-
00001	PINE BELT OIL COMPANY IN 1068586	00191123	18006552	DIESEL FOR P/W FUEL STATION	07/31/19	272213		5,530.66-
00001	PINE BELT OIL COMPANY IN 10702951	00191200	18006602	GAS FOR P/W FUEL STATION	07/31/19	272213		7,870.45-

PINE BELT OIL COMPANY IN								
Sum								22,981.35-
00001	PINE BELT REGIONAL SOLID 100006 6/19	00191118	18006528	RUBBISH/GARB DISPOSAL 6/19	07/31/19	272215		34,739.11-

PINE BELT REGIONAL SOLID								
Sum								34,739.11-
00001	PINEBELT MOTORS LLC 501577	00190944	18006868	OIL CHANGE U#19114 MPO DIV	07/31/19	272217		93.50-

PINEBELT MOTORS LLC								
Sum								93.50-
00001	POLK-PAYTON, GAY ATTORNE INVOICE #5	00191587	18006830	JUDGE PROTEM SERVS 5/31-6/8	07/31/19	272220		3,750.00-

POLK-PAYTON, GAY ATTORNE								
Sum								3,750.00-
00001	PRECISION DELTA CORP 14702	00189992	18006700	AMMUNITION P/F ACADEMY	07/31/19	272222		1,574.10-
00001	PRECISION DELTA CORP 14752	00189992	18006701	AMMUNITION P/F ACADEMY	07/31/19	272222		1,311.00-

PRECISION DELTA CORP								
Sum								2,885.10-
00001	RICOH CORP 5057009230	00191180	18006538	COPIER OVRGE 6/19 HUMAN RES	07/31/19	272227		76.92-
00001	RICOH CORP 5056978627 G	00191239	18006566	PRODUCTION PRINTER CHARGES	07/31/19	272227		472.82-
00001	RICOH CORP 5057008470	00191505	18006774	COPIER OVERAGE 6/19 LDC	07/31/19	272227		158.81-
00001	RICOH CORP 32111292	00191517	18006808	COPIER 8/19 LAND CODE	07/31/19	272227		110.00-
00001	RICOH CORP 31960135	00191585	18006834	COPIER 7/19 MUN COURT	07/31/19	272227		287.51-
00001	RICOH CORP 5057076991	00191585	18006835	COPIER OVRG 6/19 MUN COURT	07/31/19	272227		9.54-
00001	RICOH CORP 32112046	00191591	18006837	COPIER 7/15-8/14 HUMAN RES	07/31/19	272227		221.67-

RICOH CORP								
Sum								1,337.27-
00001	RJ YOUNG COMPANY INV3154083	00191144	18006521	COPIER 6/5-7/4 MUN CLERK	07/31/19	272229		204.00-
00001	RJ YOUNG COMPANY INV3167898	00191402	18006727	COPIER 6/14-7/13 ENGR DEPT	07/31/19	272229		318.00-
00001	RJ YOUNG COMPANY INV3172970	00191423	18006740	GIS PLOTTER 6/17-7/16 MPO DIV	07/31/19	272229		138.04-
00001	RJ YOUNG COMPANY INV3122465	00191501	18006766	COPIER STAPLES PLANNING DIV	07/31/19	272229		80.75-

00001 RJ YOUNG COMPANY	INV3156437	00191515	18006791	COPIER 6/6-7/5 PLANNING	07/31/19	272229	369.00-
00001 RJ YOUNG COMPANY	INV3163186	00191514	18006796	COPIER 5/16-6/15 MPO DIV	07/31/19	272229	396.63-
00001 RJ YOUNG COMPANY	INV3161505	00191600	18006884	COPIER 6/10-7/9 P/F ACADEMY	07/31/19	272229	198.00-

RJ YOUNG COMPANY							
Sum							1,704.42-
00001 ROCK-N-RESCUE	INV195583	00191296	18006716	ORANGE TUBULAR WEBBING ACDMY	07/31/19	272231	115.00-

ROCK-N-RESCUE							
Sum							115.00-
00001 RUTLAND, LAMAR	TRAVEL REIMB	00191365	18006710	EXPNS MML CONF BILOXI	07/31/19	272233	164.00-

RUTLAND, LAMAR							
Sum							164.00-
00001 R3SM INC (CDBG)	FINANCIAL SU	00191363	18006704	FINANCIAL SUPPORT 2019	07/31/19	272235	25,000.00-

R3SM INC (CDBG)							
Sum							25,000.00-
00001 SACKS OUTDOOR SUPPLY	RC1000118833	00190634	18006544	UNIFORMS P/F ACDMY STAFF	07/31/19	272236	185.00-
00001 SACKS OUTDOOR SUPPLY	RC1000118834	00190634	18006545	UNIFORMS P/F ACDMY STAFF	07/31/19	272236	77.00-
00001 SACKS OUTDOOR SUPPLY	RC1000118767	00190356	18006779	UNIFORM PANTS P/W DIRECTOR	07/31/19	272236	108.00-

SACKS OUTDOOR SUPPLY							
Sum							370.00-
00001 SANFORD, JOHN L JR INC	51713	00190755	18006577	TOPSOIL/ROAD BED TOPPING P/W	07/31/19	272237	1,224.00-

SANFORD, JOHN L JR INC							
Sum							1,224.00-
00001 SANSOM EQUIPMENT CO	58867	00191215	18006585	CAMERA CABLE U#20074 SANIT	07/31/19	272238	239.68-
00001 SANSOM EQUIPMENT CO	58919	00190308	18006637	REPRS U#20073 SANIT	07/31/19	272238	10,696.94-
00001 SANSOM EQUIPMENT CO	59044	00191150	18006919	REPR PTS VARI SANIT UNITS	07/31/19	272238	616.73-
00001 SANSOM EQUIPMENT CO	58717	00190051	18006922	REPR PTS U#20074 SANIT	07/31/19	272238	1,018.51-
00001 SANSOM EQUIPMENT CO	58895	00191073	18006923	REPR PTS U#20069 SANIT	07/31/19	272238	1,350.49-

SANSOM EQUIPMENT CO							
Sum							13,922.35-
00001 SCOTTS HYDRAULIC SERVICE	37698	00191159	18006595	REPR PTS U#18602 CEMETERY	07/31/19	272240	145.58-
00001 SCOTTS HYDRAULIC SERVICE	37749	00191221	18006693	REPRS U#18602 CEMETERY	07/31/19	272240	264.88-
00001 SCOTTS HYDRAULIC SERVICE	37875	00191507	18006920	MOTOR REPR U#14408 SANIT	07/31/19	272240	700.60-

SCOTTS HYDRAULIC SERVICE							
Sum							1,111.06-
00001 SEALY, PEGGY	TRAVEL REIMB	00191369	18006699	EXPNS CHIEFS CONF BILOXI	07/31/19	272241	69.48-

SEALY, PEGGY							
Sum							69.48-
00001 SHERWIN-WILLIAMS COMPANY	8949-9	00191065	18006514	PAINT SUPP YOUTH ART MUSEUM	07/31/19	272243	28.85-
00001 SHERWIN-WILLIAMS COMPANY	8953-1 (B)	00191246	18006634	ADDL AMT DUE PO#191096	07/31/19	272243	66.07-
00001 SHERWIN-WILLIAMS COMPANY	8953-1 (A)	00191096	18006635	PAINT SUPP YOUTH ART MUSEUM	07/31/19	272243	103.40-
00001 SHERWIN-WILLIAMS COMPANY	9456-4	00190876	18006776	STREET PAINT SUPP TRAFFIC DIV	07/31/19	272243	729.75-

SHERWIN-WILLIAMS COMPANY							

Sum								928.07-
00001 SOLUTIONS OF NEW ORLEANS 19450	00191213	18006559	TURN OUT GEAR REPR P/F ACDMY	07/31/19	272246			111.00-

SOLUTIONS OF NEW ORLEANS								
Sum								111.00-
00001 SOUTHERN PINE ELECTRIC P 7/19 GENERAL	00201918	18006783	MNTHLY 7/19 PUBLIC SERVICES	07/31/19	272248			1,374.81-

SOUTHERN PINE ELECTRIC P								
Sum								1,374.81-
00001 SOUTHERN PINES ANIMAL SH COH-9	00191283	18006640	HANDLING/HOUSING 6/19	07/31/19	272249			12,546.00-

SOUTHERN PINES ANIMAL SH								
Sum								12,546.00-
00001 SOUTHERN TIRE MART LLC (2520010568	00190782	18006582	FOAM FILL TIRES U#15515 P/W	07/31/19	272251			506.25-
00001 SOUTHERN TIRE MART LLC (252006696	00191003	18006706	FLAT REPR U#18557 FIRE DEPT	07/31/19	272251			39.90-
00001 SOUTHERN TIRE MART LLC (2520012353	00191322	18006781	TIRES U#14690 & U#18566 CEM	07/31/19	272251			545.52-

SOUTHERN TIRE MART LLC (								
Sum								1,091.67-
00001 SOUTHGROUP (HATTIESBURG HATTIES-02 1	00191195	18006553	AIRPORT LIABILITY INS RNWL	07/31/19	272252			1,150.00-
00001 SOUTHGROUP (HATTIESBURG HATTIES-02 1	00191195	18006554	PRIMARY PROPERTY INS RNWL	07/31/19	272252			187,263.86-
00001 SOUTHGROUP (HATTIESBURG HATTIES-02 1	00191195	18006555	EXCESS PROPERTY INS RNWL	07/31/19	272252			47,817.00-
00001 SOUTHGROUP (HATTIESBURG HATTIES-02 1	00191195	18006556	WIND DEDUCTIBLE INS RNWL	07/31/19	272252			10,510.50-
00001 SOUTHGROUP (HATTIESBURG HATTIES-02 1	00191196	18006557	BOILER & MACHINERY INS RNWL	07/31/19	272252			8,948.00-
00001 SOUTHGROUP (HATTIESBURG HATTIES-02 1	00191197	18006558	CRIME POLICY INS RNWL	07/31/19	272252			2,814.00-

SOUTHGROUP (HATTIESBURG								
Sum								258,503.36-
00001 SPEEDY PRINTING & SIGNS 26871	00191076	18006513	STREET MARKERS TRAFFIC DEPT	07/31/19	272253			168.00-
00001 SPEEDY PRINTING & SIGNS 26893	00191247	18006750	ST SIGNS E JERUSALEM NBRHD	07/31/19	272253			2,296.00-
00001 SPEEDY PRINTING & SIGNS 26903	00191321	18006789	BANNERS NNO KICK-OFF 2019	07/31/19	272253			504.00-

SPEEDY PRINTING & SIGNS								
Sum								2,968.00-
00001 SPIRE ENERGY 7/19 GENERAL	00201920	18006784	MNTHLY GAS-GENERAL	07/31/19	272254			387.31-

SPIRE ENERGY								
Sum								387.31-
00001 STRIBLING EQUIPMENT CO L CS006102857:	00188969	18006593	REPR PTS U#15082 HEALTH DIV	07/31/19	272257			816.54-
00001 STRIBLING EQUIPMENT CO L CS006103104:	00188969	18006879	CREDIT INV#CS006102857:01	07/31/19	272257			358.94
00001 STRIBLING EQUIPMENT CO L CS006103059:	00191104	18006902	REPR PTS U#20152 STREET	07/31/19	272257			572.52-

STRIBLING EQUIPMENT CO L								
Sum								1,030.12-
00001 STRICKLAND PAPER COMPANY BH743523-00	00191488	18006914	PAPER SUPP VARI DEPTS	07/31/19	272258			231.99-

STRICKLAND PAPER COMPANY								
Sum								231.99-
00001 SUNBELT FIRE INC 318735	00189943	18006718	REPR PTS U#15491 FIRE DEPT	07/31/19	272259			863.61-

SUNBELT FIRE INC								

Sum							863.61-
00001 THYSSENKRUPP ELEVATOR CO 3004703570	00191446 18006762 MAINT 7/19 PINE ST GARAGE	07/31/19	272267				499.70-

THYSSENKRUPP ELEVATOR CO							
Sum							499.70-
00001 TRAFFIC SAFETY WAREHOUSE 63318	00190628 18006619 RUBBER SPEED BUMPS TRAFF DEPT	07/31/19	272271				6,778.00-
00001 TRAFFIC SAFETY WAREHOUSE 63318 FRT	00191326 18006673 FREIGHT CHARGE PO#190628	07/31/19	272271				895.00-

TRAFFIC SAFETY WAREHOUSE							
Sum							7,673.00-
00001 TRI-TECH INC 185971	00190749 18006571 BLOOD/URINE COLLECTION KITS	07/31/19	272272				533.75-

TRI-TECH INC							
Sum							533.75-
00001 U S POSTMASTER-BOX RENT PO BOX 1898	00191495 18006736 ANNUAL PO BOX LEASE CITY HALL	07/24/19	113771				512.00-

U S POSTMASTER-BOX RENT							
Sum							512.00-
00001 UNDERWOOD OUTDOOR POWER, 76455	00191511 18006800 MOWER BATTERY P/F ACADEMY	07/31/19	272276				45.95-

UNDERWOOD OUTDOOR POWER,							
Sum							45.95-
00001 UNITED FENCE COMPANY 00019745	00188116 18006537 FENCE REPR HIGHLAND CEMETERY	07/31/19	272277				396.00-

UNITED FENCE COMPANY							
Sum							396.00-
00001 UNITED PARCEL SERVICE IN 00008E1Y1527	00191280 18006611 SHIP FEES 6/8/19 POLICE	07/31/19	272278				2.12-

UNITED PARCEL SERVICE IN							
Sum							2.12-
00001 UNITED STATES TREASURY/I 2017	00191398 18006708 PCORI FOR 2017	07/22/19	113768				2,067.90-
00001 UNITED STATES TREASURY/I 2018	00191399 18006709 PCORI FOR 2018	07/22/19	113769				2,682.75-

UNITED STATES TREASURY/I							
Sum							4,750.65-
00001 UNIVERSITY TIRE & SERVIC 548281	00191125 18006548 REPRS U#19116 LAND CODE	07/31/19	272279				385.12-
00001 UNIVERSITY TIRE & SERVIC 544059	00188734 18006662 TIRES FOR DAMAGED CARS	07/31/19	272279				416.14-
00001 UNIVERSITY TIRE & SERVIC 544571	00189048 18006663 TIRES U#20463 POLICE	07/31/19	272279				567.24-
00001 UNIVERSITY TIRE & SERVIC 544573	00189048 18006664 TIRES U#20464 POLICE	07/31/19	272279				567.24-

UNIVERSITY TIRE & SERVIC							
Sum							1,935.74-
00001 VULCAN SIGNS 343942	00190683 18006877 STREET MARKERS TRAFFIC DEPT	07/31/19	272284				2,734.50-

VULCAN SIGNS							
Sum							2,734.50-
00001 W GEOTECHNICAL AND TESTI 3748	00191403 18006726 CMT SRVS PUB SAFETY COMPLEX	07/31/19	272285				2,862.50-

W GEOTECHNICAL AND TESTI							
Sum							2,862.50-
00001 WASTE MANAGEMENT OF SOUT 0011596-2526	00191121 18006529 RUBBISH/GARBAGE DISPOSAL 6/19	07/31/19	272290				824.12-

WASTE MANAGEMENT OF SOUT

Sum									824.12-
00001	WATERS INTERNATIONAL TRU 08P874371	00190795	18006589	REPRS U#14406	SANIT	07/31/19	272291		765.30-
00001	WATERS INTERNATIONAL TRU 08S819668.02	00191156	18006597	REPRS U#21141	DUMP TRUCK CEM	07/31/19	272291		378.64-
00001	WATERS INTERNATIONAL TRU 08P875461	00191377	18006875	REPR PTS U#16010	CEMETERY	07/31/19	272291		31.72-
00001	WATERS INTERNATIONAL TRU 08P874486	00190895	18006921	REPR PTS U#14406	SANIT	07/31/19	272291		78.70-
00001	WATERS INTERNATIONAL TRU 08P870655	00191103	18006926	REPR PTS U#16009	STREET	07/31/19	272291		19.88-

WATERS INTERNATIONAL TRU

Sum									1,274.24-
00001	WILLIAMS, NICHOLAS	TRAV ADVANCE	00191545	18006790	TRAV ADV MACE CNF D'IBERVILLE	07/31/19	272297		200.28-

WILLIAMS, NICHOLAS

Sum									200.28-
00001	WORKWELL SERVICES (NEW V 46988	00191447	18006741	POS ACCIDENT	DRUG SCREEN	07/31/19	272300		95.00-

WORKWELL SERVICES (NEW V

Sum									95.00-
00001	98 WASTE LLC	2101	00191318	18006677	RUBBISH DISPOSAL 7/1-15/19	07/31/19	272303		15,120.00-
00001	98 WASTE LLC	2037	00191593	18006886	RUBBISH DISPOSAL 6/4-21/19	07/31/19	272303		1,771.00-

98 WASTE LLC

Sum									16,891.00-
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Sum

2,313,842.88-

00002 BEST, J DYLAN	OFFICIAL 7/2 02019749 18001876 OFFICIAL-ADULT KICKBALL	07/31/19	272015	120.00-

BEST, J DYLAN				
Sum				120.00-
00002 BEST, JOHN G	OFFICIAL 7/2 02019749 18001875 OFFICIAL-ADULT KICKBALL	07/31/19	272016	120.00-

BEST, JOHN G				
Sum				120.00-
00002 BRACKMAN MOWER WAREHOUSE 46792	00190763 18001814 LUBE/WEEDEATER REPR PTS	07/31/19	272025	848.00-
00002 BRACKMAN MOWER WAREHOUSE 46921	00190884 18001827 REPRS U#20514 MOWER	07/31/19	272025	117.68-
00002 BRACKMAN MOWER WAREHOUSE 47177	00190706 18001832 REPR PTS U#19464 MOWER	07/31/19	272025	95.00-
00002 BRACKMAN MOWER WAREHOUSE 46917	00190880 18001833 REPRS U#20234 MOWER	07/31/19	272025	68.00-
00002 BRACKMAN MOWER WAREHOUSE 46915	00190881 18001834 REPRS U#19465 MOWER	07/31/19	272025	70.00-
00002 BRACKMAN MOWER WAREHOUSE 46918	00190882 18001835 REPRS U#19464 MOWER	07/31/19	272025	167.00-
00002 BRACKMAN MOWER WAREHOUSE 46919	00190883 18001836 REPRS U#18866 MOWER	07/31/19	272025	112.00-
00002 BRACKMAN MOWER WAREHOUSE 47130	00190988 18001837 REPR PTS U#18576 MOWER	07/31/19	272025	28.00-
00002 BRACKMAN MOWER WAREHOUSE 47176	00191039 18001838 REPR PTS U#18558 MOWER	07/31/19	272025	95.00-
00002 BRACKMAN MOWER WAREHOUSE 47267	00191146 18001839 REPRS U#20234 MOWER	07/31/19	272025	270.00-
00002 BRACKMAN MOWER WAREHOUSE 47278	00191147 18001840 REPRS U#20744 MOWER	07/31/19	272025	322.00-
00002 BRACKMAN MOWER WAREHOUSE 47280	00191148 18001841 REPRS U#18478 MOWER	07/31/19	272025	355.00-
00002 BRACKMAN MOWER WAREHOUSE 47270	00191152 18001842 REPR PTS U#14980 MOWER	07/31/19	272025	32.00-
00002 BRACKMAN MOWER WAREHOUSE 47273	00191153 18001843 REPR PTS U#20233 MOWER	07/31/19	272025	32.95-
00002 BRACKMAN MOWER WAREHOUSE 47269	00191154 18001844 REPR PTS U#17085 MOWER	07/31/19	272025	32.00-
00002 BRACKMAN MOWER WAREHOUSE 46348	00190268 18001861 REPRS U#18867 MOWER	07/31/19	272025	106.00-
00002 BRACKMAN MOWER WAREHOUSE 46350	00190268 18001862 REPRS U#18867 MOWER	07/31/19	272025	132.00-
00002 BRACKMAN MOWER WAREHOUSE 47449	00191303 18001895 WEEDEATER REPR PTS	07/31/19	272025	280.00-
00002 BRACKMAN MOWER WAREHOUSE 47639	00191484 18001923 LUBRICANTS/PTS GRNDS MAINT	07/31/19	272025	378.00-
00002 BRACKMAN MOWER WAREHOUSE 47592	00191422 18001938 REPRS U#20232 MOWER	07/31/19	272025	827.34-
00002 BRACKMAN MOWER WAREHOUSE 47594	00191424 18001939 REPRS U#20744 MOWER	07/31/19	272025	153.78-
00002 BRACKMAN MOWER WAREHOUSE 47591	00191425 18001945 REPRS U#18866 MOWER	07/31/19	272025	74.00-
00002 BRACKMAN MOWER WAREHOUSE 47598	00191427 18001946 REPRS U#17998 MOWER	07/31/19	272025	133.95-
00002 BRACKMAN MOWER WAREHOUSE 47599	00191428 18001947 REPRS U#19464 MOWER	07/31/19	272025	98.78-

BRACKMAN MOWER WAREHOUSE				
Sum				4,828.48-
00002 CARQUEST AUTO PARTS STOR 14758-126796	00191098 18001822 LUBRICANTS GRNDS MAINT	07/31/19	272034	330.72-
00002 CARQUEST AUTO PARTS STOR 14758-126708	00191038 18001823 REPR PTS U#8667 TRUCK	07/31/19	272034	546.81-
00002 CARQUEST AUTO PARTS STOR 14758-125884	00190544 18001852 REPR PTS U#15298 VAN	07/31/19	272034	157.57-
00002 CARQUEST AUTO PARTS STOR 14758-127394	00191485 18001940 TRANSMISSION FLUID	07/31/19	272034	107.52-

CARQUEST AUTO PARTS STOR				
Sum				1,142.62-
00002 CERTIFIED SPORTS TURF SE 1212	00191431 18001906 MNTHLY BALLFLD MAINT TATUM	07/31/19	272044	1,929.17-

CERTIFIED SPORTS TURF SE				
Sum				1,929.17-
00002 CITY OF HATTIESBURG FUND TRF 2ND 7/19 02019738 18001850 TRF 2ND 7/19 PAYROLL		07/16/19	312409	93,011.97-

CITY OF HATTIESBURG FUND				
Sum				93,011.97-
00002 CLEMTS HARDWARE 123494	00191016 18001815 WATER KEGS	07/31/19	272054	69.98-

00002 CLEMTS HARDWARE	123527	00191151 18001830 5 GAL GAS CAN GRNDS MAINT	07/31/19	272054	21.99-

CLEMTS HARDWARE					91.97-
Sum					145.70-
00002 COMSOUTH	192598	00191135 18001932 RADIO REPR U#4932 GRNDS MAINT	07/31/19	272059	-----
COMSOUTH					145.70-
Sum					128.00-
00002 CONNER, TOBARRA	SPORTS SERVS 02019748 18001890 SPORTS SUPPORT SERVICES	07/31/19	272060	-----	
CONNER, TOBARRA					128.00-
Sum					100.00-
00002 CURRY III, GEORGE	105324	00191471 18001912 ASSIGNING FEE BB UMPIRES	07/31/19	272069	-----
CURRY III, GEORGE					100.00-
Sum					950.00-
00002 EASTERLING, GABRIEL	071719	00190762 18001863 REMOVE BEEHIVE DAHMER RESTRMS	07/31/19	272076	250.00-
00002 EASTERLING, GABRIEL	051719	00191317 18001864 REMOVE BEES TOWN SQUARE PARK	07/31/19	272076	-----
EASTERLING, GABRIEL					1,200.00-
Sum					69.73-
00002 EATON, ALVIN K (PETTY CA PETTY CASH 6	00191264 18001856 PETTY CASH 6/19 PKS/REC	07/31/19	272079	-----	
EATON, ALVIN K (PETTY CA					69.73-
Sum					329.80-
00002 ELKINS WHOLESALE INC	386750-00	00190960 18001813 JANIT SUPP GRNDS MAINT	07/31/19	272084	358.60-
00002 ELKINS WHOLESALE INC	387362-00	00191093 18001824 JANIT SUPP GRNDS MAINT	07/31/19	272084	39.92-
00002 ELKINS WHOLESALE INC	386064	00190765 18001826 JANIT SUPP GRNDS MAINT	07/31/19	272084	103.82-
00002 ELKINS WHOLESALE INC	387213-00	00191044 18001916 JANIT SUPP GRNDS MAINT	07/31/19	272084	64.92-
00002 ELKINS WHOLESALE INC	387213-01	00191044 18001917 JANIT SUPP GRNDS MAINT	07/31/19	272084	357.51-
00002 ELKINS WHOLESALE INC	388139-00	00191302 18001933 JANIT SUP GRNDS MAINT	07/31/19	272084	53.82-
00002 ELKINS WHOLESALE INC	388139-01	00191302 18001934 JANIT SUPP GRNDS MAINT	07/31/19	272084	144.60-
00002 ELKINS WHOLESALE INC	388533-00	00191482 18001935 JANIT SUPP GRNDS MAINT	07/31/19	272084	-----
ELKINS WHOLESALE INC					1,452.99-
Sum					440.00-
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 7/2 02019749 18001877 OFFICIAL-ADULT KICKBALL	07/31/19	272089	-----	
ESTERS, WILLARD (BUTCH)					440.00-
Sum					23,832.00-
00002 EXCEL INDUSTRIES INC	2122613	00190615 18001901 LAWNMOWERS GRNDS MAINT	07/31/19	272092	-----
EXCEL INDUSTRIES INC					23,832.00-
Sum					32.34-
00002 FERGUSON ENTERPRISES INC	9335298	00191336 18001943 PLUMB SUPP CHAIN PARK	07/31/19	272095	-----
FERGUSON ENTERPRISES INC					32.34-
Sum					155.00-
00002 FLETCHER, JERRY D	OFFICIAL 7/2 02019749 18001882 OFFICIAL-ADULT SOFTBALL	07/31/19	272097	-----	
FLETCHER, JERRY D					155.00-
Sum					

00002 GILLILANDS ELECTRONICS S 69755	00191045 18001911 CAMERA SYS DAHMER PARK	07/31/19	272104	3,500.00-
00002 GILLILANDS ELECTRONICS S 69266	00190640 18001918 PHONE SERV CALL TATUM REC OFC	07/31/19	272104	85.00-

GILLILANDS ELECTRONICS S				
Sum				3,585.00-
00002 GOLDEN, NICHOLAS D	OFFICIAL 7/2 02019749 18001883 OFFICIAL-ADULT SOFTBALL	07/31/19	272106	340.00-

GOLDEN, NICHOLAS D				
Sum				340.00-
00002 GROVER BROS RESTAURANT & 12488	00191139 18001868 ICE MACHINE PEOPLE'S PARK	07/31/19	272109	2,870.00-

GROVER BROS RESTAURANT &				
Sum				2,870.00-
00002 GUTHRIE, JONI S	PKS/REC PROG 02019747 18001869 PKS/REC SPECIAL SERVICES	07/31/19	272111	120.00-

GUTHRIE, JONI S				
Sum				120.00-
00002 HAVARD PEST CONTROL INC 1477963	02019762 18001927 QTRLY SERV BOYS BRHOOD	07/31/19	272122	48.00-
00002 HAVARD PEST CONTROL INC 1477964	02019762 18001928 QTRLY SERV CAMERON FLD	07/31/19	272122	48.00-
00002 HAVARD PEST CONTROL INC 1477958	02019762 18001929 QTRLY SERV TATUM SOFTBALL	07/31/19	272122	125.00-

HAVARD PEST CONTROL INC				
Sum				221.00-
00002 HUB CITY CONSTRUCTION IN 1708	00189614 18001853 KAMPER PK GAZEBO REPR	07/31/19	272127	16,750.00-

HUB CITY CONSTRUCTION IN				
Sum				16,750.00-
00002 IRBY, STUART C CO	S011450027.0 00191229 18001851 ELEC SUPP DAHMER PARK	07/31/19	272136	775.72-
00002 IRBY, STUART C CO	S011450027.0 00191229 18001898 ELEC SUPP DAHMER PARK	07/31/19	272136	586.40-
00002 IRBY, STUART C CO	S011450027.0 00191229 18001899 CREDIT INV#S011450027.001	07/31/19	272136	580.00
00002 IRBY, STUART C CO	S011456801.0 00191202 18001942 ELEC SUPP TWIN FORK MONUMENT	07/31/19	272136	455.77-

IRBY, STUART C CO				
Sum				1,237.89-
00002 JACKSON, TINA	OFFICIAL 7/2 02019749 18001878 OFFICIAL-ADULT KICKBALL	07/31/19	272138	200.00-

JACKSON, TINA				
Sum				200.00-
00002 JEFcoat FENCE OF HATTIES 002150	00191142 18001845 REPR DOG PARK FENCE	07/31/19	272142	1,000.00-
00002 JEFcoat FENCE OF HATTIES 0021541	00191143 18001865 FENCE REPR CE ROY CENTER	07/31/19	272142	850.00-

JEFcoat FENCE OF HATTIES				
Sum				1,850.00-
00002 JERRY'S AUTOMOTIVE REPAI 20022	00191306 18001893 REPRS U#8937 TRUCK	07/31/19	272143	441.95-
00002 JERRY'S AUTOMOTIVE REPAI 20024	00191334 18001894 REPRS U#8937 TRUCK	07/31/19	272143	113.10-

JERRY'S AUTOMOTIVE REPAI				
Sum				555.05-
00002 KEELING COMPANY (HATTIES S3558700.001	00191364 18001892 ADDL AMT DUE PO#187891	07/31/19	272149	137.72-

KEELING COMPANY (HATTIES				
Sum				137.72-

00002 KETTLEY, ANNETTE	SPORTS SERVS 02019748 18001889 SPORTS SUPPORT SERVICES	07/31/19	272150	176.00-

KETTLEY, ANNETTE				
Sum				176.00-
00002 LYLES, BRANDON	OFFICIAL 7/2 02019749 18001874 OFFICIAL-ADULT KICKBALL	07/31/19	272164	60.00-

LYLES, BRANDON				
Sum				60.00-
00002 MAAS, MICHAEL	ASSIGNING FE 00191345 18001896 KICKBALL ASSIGNING FEES 2019	07/31/19	272166	110.00-

MAAS, MICHAEL				
Sum				110.00-
00002 MARTIN, MAGDALINE	PKS/REC PROG 02019747 18001872 PKS/REC SPECIAL SERVICES	07/31/19	272169	24.00-

MARTIN, MAGDALINE				
Sum				24.00-
00002 MCELHANEY PLUMBING INC	2795880 00191231 18001857 PLUMB SUPP TATUM SOCCER	07/31/19	272173	67.90-
00002 MCELHANEY PLUMBING INC	279608 00191244 18001858 PLUMB SUPP PEOPLES'S PARK	07/31/19	272173	209.65-

MCELHANEY PLUMBING INC				
Sum				277.55-
00002 MS POWER COMPANY	7/19 PKS/REC 00201920 18001922 MNTHLY ELEC-PARKS & REC	07/31/19	272183	16,508.37-

MS POWER COMPANY				
Sum				16,508.37-
00002 MS STATE/EMP SECURITY CO	9200131000 7 00191285 18001855 UNEMP BENEFITS 2ND QTR 2019	07/31/19	272184	1,328.96-

MS STATE/EMP SECURITY CO				
Sum				1,328.96-
00002 NEEL-SCHAFFER INC	1059286 00191404 18001900 SRVS 5/19 PARK MCLEOD ST	07/31/19	272194	619.15-

NEEL-SCHAFFER INC				
Sum				619.15-
00002 NEWELL PAPER COMPANY	4059773 00191094 18001897 JANIT SUPP GRNDS MAINT	07/31/19	272195	155.46-

NEWELL PAPER COMPANY				
Sum				155.46-
00002 PEANUTS TOWING SERVICE	90920 00191304 18001866 TOWING U#8937 TRUCK	07/31/19	272206	75.00-
00002 PEANUTS TOWING SERVICE	91134 00191391 18001907 TOWING U#8937 TRUCK	07/31/19	272206	75.00-
00002 PEANUTS TOWING SERVICE	90732 00191448 18001908 TOWING U#9213 TRUCK	07/31/19	272206	75.00-

PEANUTS TOWING SERVICE				
Sum				225.00-
00002 PHILLIPS BARK PROCESSING	133544 00190987 18001828 MULCH CITY WIDE USE	07/31/19	272208	1,435.00-
00002 PHILLIPS BARK PROCESSING	133553 00190987 18001829 MULCH CITY WIDE USE	07/31/19	272208	1,895.00-

PHILLIPS BARK PROCESSING				
Sum				3,330.00-
00002 PINE BELT CDJR, INC (MCM 500681(A)	00190370 18001816 BRAKE REPR U#18560 GRNDS MNT	07/31/19	272212	2,956.78-
00002 PINE BELT CDJR, INC (MCM 500681(B)	00190598 18001817 ADDL AMT DUE PO#190370	07/31/19	272212	573.47-

PINE BELT CDJR, INC (MCM

Sum									3,530.25-
00002	PINE BELT PORTABLE TOILE	1000BD194	00190414	18001846	PORTALET 7/3-8/19 DOWNTOWN	07/31/19	272214		65.00-
00002	PINE BELT PORTABLE TOILE	00001000D195	00185935	18001913	PORTALET/HANDWASH STATIONS	07/31/19	272214		2,475.00-

PINE BELT PORTABLE TOILE

Sum									2,540.00-
00002	PINE BELT TROPHY	PO#190126 5/	00190126	18001847	ENGRAVED GLASSES FOR KICKBALL	07/31/19	272216		160.00-
00002	PINE BELT TROPHY	PO#191291 7/	00191291	18001904	ADULT SOFTBALL TROPHIES 2019	07/31/19	272216		100.00-

PINE BELT TROPHY

Sum									260.00-
00002	PIONEER MANUFACTURING CO	INV725210	00191141	18001905	BALLFIELD PAINT	07/31/19	272218		178.50-

PIONEER MANUFACTURING CO

Sum									178.50-
00002	PLAY IT AGAIN SPORTS	INV-000132	00191173	18001909	SHIRTS ADULT SOFTBALL 2019	07/31/19	272219		1,630.00-

PLAY IT AGAIN SPORTS

Sum									1,630.00-
00002	POWELL, RANDY	OFFICIAL 7/2	02019749	18001873	OFFICIAL-ADULT KICKBALL	07/31/19	272221		120.00-
00002	POWELL, RANDY	SPORTS SERVS	02019748	18001886	SPORTS SUPPORT SERVICES	07/31/19	272221		16.00-
00002	POWELL, RANDY	SPORTS SERVS	02019748	18001887	SPORTS SUPPORT SERVICES	07/31/19	272221		200.00-

POWELL, RANDY

Sum									336.00-
00002	SHABAZZ, AMATULLAH	PKS/REC PROG	02019747	18001871	PKS/REC SPECIAL SERVICES	07/31/19	272242		24.00-

SHABAZZ, AMATULLAH

Sum									24.00-
00002	SHERWIN-WILLIAMS COMPANY	9292-3	00191228	18001919	PAINT SUPP GRNDS MAINT	07/31/19	272243		515.17-
00002	SHERWIN-WILLIAMS COMPANY	9411-9	00191228	18001920	CREDIT RETURN INV#9292-3	07/31/19	272243		515.17

SHERWIN-WILLIAMS COMPANY

Sum									
00002	SMITH, CARLTON L	OFFICIAL 7/2	02019749	18001885	OFFICIAL-ADULT SOFTBALL	07/31/19	272244		380.00-

SMITH, CARLTON L

Sum									380.00-
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00002	SOLAR SUPPLY INC	3417962	00191099	18001831	A/C REPR PTS PEOPLE'S PARK	07/31/19	272245		48.15-
00002	SOLAR SUPPLY INC	3418402	00191355	18001936	ELEC SUPP SAN ANTONIO	07/31/19	272245		73.50-
00002	SOLAR SUPPLY INC	3418406	00191383	18001937	A/C REPR PTS SAN ANTONIO	07/31/19	272245		450.74-

SOLAR SUPPLY INC

Sum									572.39-
00002	SOUTHERN MS PINE STRAW	11743	00191479	18001941	PINE STRAW GRNDS MAINT	07/31/19	272247		137.50-

SOUTHERN MS PINE STRAW

Sum									137.50-
00002	SPEEDY PRINTING & SIGNS	26803	00190338	18001819	RPLCMNT SIGN CE ROY POOL	07/31/19	272253		385.00-

00002 SPEEDY PRINTING & SIGNS	26917	00191489 18001948	UNIT NUMBERS FOR NEW MOWERS	07/31/19	272253	36.00-

SPEEDY PRINTING & SIGNS						
Sum						421.00-
00002 SPIRE ENERGY	7/19 PKS/REC	00201920 18001921	MNTHLY GAS-PARKS & REC	07/31/19	272254	24.92-

SPIRE ENERGY						
Sum						24.92-
00002 TERRELL, WINSTON	OFFICIAL 7/2	02019749 18001880	OFFICIAL-ADULT SOFTBALL	07/31/19	272264	450.00-

TERRELL, WINSTON						
Sum						450.00-
00002 THEODORE, JAMESIA PAIGE	DAHMER PARK	02019735 18001854	DAHMAER PARK RFD #74107	07/31/19	272265	40.00-

THEODORE, JAMESIA PAIGE						
Sum						40.00-
00002 TOUCHSTONE MOTOR SALES I	234633	00191250 18001902	2012 TRUCK U#21327 GRNDS MNT	07/31/19	272269	11,950.00-
00002 TOUCHSTONE MOTOR SALES I	537375	00191250 18001903	2013 TRUCK U#21328 GRNDS MNT	07/31/19	272269	7,850.00-

TOUCHSTONE MOTOR SALES I						
Sum						19,800.00-
00002 TROTTER, COREY	OFFICIAL 7/2	02019749 18001879	OFFICIAL-ADULT KICKBALL	07/31/19	272273	140.00-

TROTTER, COREY						
Sum						140.00-
00002 TROTTER, WILLIE	OFFICIAL 7/2	02019749 18001884	OFFICIAL-ADULT SOFTBALL	07/31/19	272274	160.00-

TROTTER, WILLIE						
Sum						160.00-
00002 VARNADO, ALEXANDRIA	SPORTS SERVS	02019748 18001888	SPORTS SUPPORT SERVICES	07/31/19	272281	144.00-

VARNADO, ALEXANDRIA						
Sum						144.00-
00002 VASQUEZ, LINDA M	OFFICIAL 7/2	02019749 18001881	OFFICIAL-ADULT SOFTBALL	07/31/19	272282	240.00-

VASQUEZ, LINDA M						
Sum						240.00-
00002 WAL-MART STORES INC	008301	00190929 18001910	SUPP CHILDREN BUSINESS EXPO	07/31/19	272287	218.95-
00002 WAL-MART STORES INC	000724	00190929 18001914	SUPP CHILDREN BUSINESS EXPO	07/31/19	272287	184.00-
00002 WAL-MART STORES INC	008458	00190929 18001915	SUPP CHILDREN BUSINESS EXPO	07/31/19	272287	183.79-

WAL-MART STORES INC						
Sum						586.74-
00002 WALCK, SUSAN A	PKS/REC PROG	02019747 18001870	PKS/REC SPECIAL SERVICES	07/31/19	272288	80.00-

WALCK, SUSAN A						
Sum						80.00-
00002 WEBBS PAINT COMPANY	843216	00190956 18001949	PAINT UPSTAIRS L DOLEAC BB	07/31/19	272292	800.00-

WEBBS PAINT COMPANY						
Sum						800.00-
00002 WILLIAMS, MICHELLE K	AQUATIC SERV	00191206 18001848	AQUATIC SERVS FOR CITY POOLS	07/31/19	272296	3,000.00-

00002 WILLIAMS, MICHELLE K	AQUATIC SERV 00191207 18001849 AQUATIC SERVS CITY POOLS	07/31/19	272296	3,000.00-

WILLIAMS, MICHELLE K				6,000.00-
Sum				-----
PAYROLL FUND				
00006 CHELUS HERDZIK SPEYER MO 07/2019	02019134 18000422 GARNISHMENT	07/17/19	113753	448.47-

CHELUS HERDZIK SPEYER MO				448.47-
Sum				1,530.90-
00006 PROVIDENT LIFE AND ACCID 07/2019	02019136 18000434 EMP CONTRIB 7/19	07/17/19	113765	1,530.90-

PROVIDENT LIFE AND ACCID				1,530.90-
Sum				84.44-
00006 U S DEPT OF EDUCATION(GA 5914	02019134 18000413 GARNISHMENT	07/17/19	113744	84.44-

U S DEPT OF EDUCATION(GA				84.44-
Sum				-----
Sum				2,063.81-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 07/30/19

PERIOD ENDING JULY 31, 2019

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 AAMCO TRANSMISSION (PINE	J142025	00190087	18001785	A/C REPR U#20054 SEWER	07/31/19	271985	281.72-

AAMCO TRANSMISSION (PINE							281.72-
Sum							
00009 AGRI-AFC LLC	5580833	00189853	18001714	ROUNDUP/CHEM LIFT STA TRTMT	07/31/19	271990	448.00-

AGRI-AFC LLC							448.00-
Sum							
00009 ALLBRITTON CHAIN SAW & L 64575		00190848	18001743	TRIMMER LINE SEWER GRNDS CRWS	07/31/19	271993	179.85-
00009 ALLBRITTON CHAIN SAW & L 64835		00190832	18001769	TRIMMER SEWER GRNDS CREW	07/31/19	271993	554.36-
00009 ALLBRITTON CHAIN SAW & L 64833		00190833	18001771	TRIMMER REPR SEWER DEPT	07/31/19	271993	37.92-
00009 ALLBRITTON CHAIN SAW & L 64403		00189852	18001783	BRUSH CUTTER PLT GRNDS CREW	07/31/19	271993	2,939.20-
00009 ALLBRITTON CHAIN SAW & L 65176		00191389	18001790	MOWER/WEEDEATER REPR SEWER	07/31/19	271993	71.69-
00009 ALLBRITTON CHAIN SAW & L 64742		00190968	18001818	REPLACE MOWER TIRE SEWER CREW	07/31/19	271993	107.75-
00009 ALLBRITTON CHAIN SAW & L 64741		00190970	18001819	REPLACE MOWER BLADES SEWER	07/31/19	271993	18.88-

ALLBRITTON CHAIN SAW & L							3,909.65-
Sum							
00009 ALLIED UNIVERSAL CORP	I1567445	00190855	18001749	CHEMICALS WTR PLANTS	07/31/19	271994	2,336.25-
00009 ALLIED UNIVERSAL CORP	I1567451	00190855	18001750	CHEMICALS WTR PLANTS	07/31/19	271994	1,401.75-
00009 ALLIED UNIVERSAL CORP	I1567440	00190971	18001751	CHEMICALS SOUTH LAGOON	07/31/19	271994	5,233.21-

ALLIED UNIVERSAL CORP							8,971.21-
Sum							
00009 ANOINTED HANDS SERVICES, 6167 WTR BIL		00191205	18001727	SERVS 7/19 WTR BILLING	07/31/19	271999	525.00-

ANOINTED HANDS SERVICES,							525.00-
Sum							
00009 AT&T MOBILITY	287273578351	00191137	18001715	WIRELESS SRV 6/19 WTR BILLING	07/31/19	272007	711.01-
00009 AT&T MOBILITY	287290252011	00191126	18001716	WIRELESS SRV 6/19 WTR BILLING	07/31/19	272007	151.11-
00009 AT&T MOBILITY	287273861504	00191140	18001717	GPS TRACKING 6/19 WTR PLANT	07/31/19	272007	344.93-

AT&T MOBILITY							1,207.05-
Sum							
00009 AUTO ARMATURE SERVICE IN 17502		00190969	18001741	BATTERY U#13080 TRANS	07/31/19	272008	159.95-
00009 AUTO ARMATURE SERVICE IN 17048		00189796	18001744	BATTERY U#20054 SEWER	07/31/19	272008	179.95-
00009 AUTO ARMATURE SERVICE IN 17564		00190824	18001745	GENERATOR BATTERIES VARI LOC	07/31/19	272008	554.85-

AUTO ARMATURE SERVICE IN							894.75-
Sum							
00009 CAMPER CITY OF HATTIESBU 43987		00190847	18001779	REPR TRAILER LIGHTS WTR TRANS	07/31/19	272030	145.00-

CAMPER CITY OF HATTIESBU

Sum								145.00-
00009	CENTRAL PIPE SUPPLY INC	S100185665.0	00191000	18001739	PLUMB SUPP TRANS	07/31/19	272042	1,669.40-
00009	CENTRAL PIPE SUPPLY INC	S100185877.0	00191127	18001752	WTR METERS TRANS DEPT	07/31/19	272042	1,550.00-
00009	CENTRAL PIPE SUPPLY INC	S100183809.0	00190596	18001801	PLUMB SUPP TRANS STOCK	07/31/19	272042	3,608.96-
00009	CENTRAL PIPE SUPPLY INC	S100183809.0	00190596	18001802	PLUMB SUPP TRANS STOCK	07/31/19	272042	121.52-
00009	CENTRAL PIPE SUPPLY INC	S100186650.0	00191347	18001810	HAND TOOLS WTR BILLING	07/31/19	272042	101.20-

CENTRAL PIPE SUPPLY INC

Sum								7,051.08-
00009	CERTIFIED LABORATORIES	3623049	00191348	18001820	CHEMICALS LGN LIFT STATIONS	07/31/19	272043	9,393.58-

CERTIFIED LABORATORIES

Sum								9,393.58-
00009	CINTAS CORPORATION #J66	4024421422	00191179	18001723	UNIFORMS 6/24 WTR SERVICE MEN	07/31/19	272050	23.86-
00009	CINTAS CORPORATION #J66	4024877482	00191179	18001724	UNIFORMS 7/01 WTR SERVICE MEN	07/31/19	272050	23.86-
00009	CINTAS CORPORATION #J66	4025330571	00191179	18001725	UNIFORMS 7/08 WTR SERVICE MEN	07/31/19	272050	29.09-
00009	CINTAS CORPORATION #J66	4025794549	00191210	18001730	UNIFORMS 7/15 TRANS	07/31/19	272050	99.08-
00009	CINTAS CORPORATION #J66	4025794549	00191210	18001731	UNIFORMS 7/15 PLANT	07/31/19	272050	104.01-
00009	CINTAS CORPORATION #J66	4025794549	00191210	18001732	UNIFORMS 7/15 SEWER	07/31/19	272050	33.46-
00009	CINTAS CORPORATION #J66	4025794549	00191210	18001733	UNIFORMS 7/15 LAGOON	07/31/19	272050	14.70-
00009	CINTAS CORPORATION #J66	4025794229	00191209	18001734	MOP/MAT 7/15 PLANT	07/31/19	272050	13.93-
00009	CINTAS CORPORATION #J66	4026301807	00191413	18001764	UNIFORMS 7/22 TRANS	07/31/19	272050	99.08-
00009	CINTAS CORPORATION #J66	4026301807	00191413	18001765	UNIFORMS 7/22 PLANT	07/31/19	272050	40.01-
00009	CINTAS CORPORATION #J66	4026301807	00191413	18001766	UNIFORMS 7/22 SEWER	07/31/19	272050	33.46-
00009	CINTAS CORPORATION #J66	4026301807	00191413	18001767	UNIFORMS 7/22 LAGOON	07/31/19	272050	14.70-
00009	CINTAS CORPORATION #J66	4026301376	00191386	18001768	MOP/MAT 7/22 PLANT	07/31/19	272050	8.03-
00009	CINTAS CORPORATION #J66	4026778210	00191630	18001813	UNIFORMS 7/29 LAGOON	07/31/19	272050	14.70-
00009	CINTAS CORPORATION #J66	4026778210	00191630	18001814	UNIFORMS 7/29 PLANT	07/31/19	272050	40.01-
00009	CINTAS CORPORATION #J66	4026778210	00191630	18001815	UNIFORMS 7/29 SEWER	07/31/19	272050	33.46-
00009	CINTAS CORPORATION #J66	4026778210	00191630	18001816	UNIFORMS 7/29 TRANS	07/31/19	272050	99.08-
00009	CINTAS CORPORATION #J66	4026777929	00191629	18001817	MOP/MAT 7/29 PLANT	07/31/19	272050	13.93-

CINTAS CORPORATION #J66

Sum								738.45-
00009	CITY OF HATTIESBURG FUND TRF 2ND 7/19	02019738	18001737	TRF 2ND 7/19	PAYROLL	07/16/19	22220	102,611.03-

CITY OF HATTIESBURG FUND

Sum								102,611.03-
00009	COMSOUTH	192604	00190849	18001711	RADIO REPR WTR BILLING	07/31/19	272059	75.35-

COMSOUTH

Sum								75.35-
00009	CONSOLIDATED PIPE & SPLY	0494221-000-	00190867	18001753	CLAMPS WTR TRANS DEPT	07/31/19	272061	726.00-
00009	CONSOLIDATED PIPE & SPLY	0494221-001-	00190867	18001754	CLAMPS WTR TRANS DEPT	07/31/19	272061	1,739.00-

CONSOLIDATED PIPE & SPLY

Sum								2,465.00-
00009	CORE & MAIN (HD SUPPLY W	K418281	00188566	18001740	FIRE HYDRANT METERS TRANS	07/31/19	272064	4,379.95-
00009	CORE & MAIN (HD SUPPLY W	K791630	00190814	18001811	PLUMB SUPP TRANS STOCK	07/31/19	272064	2,691.66-
00009	CORE & MAIN (HD SUPPLY W	K791716	00190814	18001812	PLUMB SUPP TRANS STOCK	07/31/19	272064	1,980.00-

CORE & MAIN (HD SUPPLY W									
Sum									9,051.61-
00009	COURTESY MOTORS INC	247086	00188741	18001726	DIAGNOSTIC FEE U#14142	SEWER	07/31/19	272066	98.00-

COURTESY MOTORS INC									98.00-
Sum									98.00-
00009	COVINGTON SALES & SERVIC	83579	00190899	18001742	HOSES FOR SEWER DEPT		07/31/19	272067	106.73-
00009	COVINGTON SALES & SERVIC	83612	00191090	18001762	REPR PTS U#18897	SEWER	07/31/19	272067	680.52-

COVINGTON SALES & SERVIC									787.25-
Sum									787.25-
00009	CUSTOM BUILT TRAILERS OF	PO#190784 6/	00190784	18001795	UTILITY TRAILER U#21333	SEWER	07/31/19	272070	7,055.00-
00009	CUSTOM BUILT TRAILERS OF	PO#190784 6/	00190784	18001796	UTILITY TRAILER U#21334	SEWER	07/31/19	272070	7,055.00-

CUSTOM BUILT TRAILERS OF									14,110.00-
Sum									14,110.00-
00009	EATON, ALVIN K (PETTY CA	PETTY CASH 6	00191259	18001746	PETTY CASH 6/19	VARI DEPTS	07/31/19	272078	52.86-

EATON, ALVIN K (PETTY CA									52.86-
Sum									52.86-
00009	ECONOMY SUPPLY CO	015549	00190957	18001735	CONCRETE/GROUT	SEWER DEPT	07/31/19	272081	58.50-

ECONOMY SUPPLY CO									58.50-
Sum									58.50-
00009	GILLILANDS ELECTRONICS S	69810	00191470	18001782	PHONE SYS RENT	WTR PLANT	07/31/19	272104	148.16-

GILLILANDS ELECTRONICS S									148.16-
Sum									148.16-
00009	HATTIESBURG HYDRAULICS I	79288	00190827	18001786	REPRS U#15775	SEWER	07/31/19	272118	1,253.86-

HATTIESBURG HYDRAULICS I									1,253.86-
Sum									1,253.86-
00009	HAVARD PEST CONTROL INC	1477962	02019762	18001805	QTRLY SERV	WATER OFFICE	07/31/19	272122	45.00-
00009	HAVARD PEST CONTROL INC	1477981	02019762	18001806	QTRLY SERV	WTR WORKS-JAMES	07/31/19	272122	50.00-
00009	HAVARD PEST CONTROL INC	1477982	02019762	18001807	QTRLY SERV	BURKETT STA	07/31/19	272122	40.00-

HAVARD PEST CONTROL INC									135.00-
Sum									135.00-
00009	HUGHES SUPPLY	S156314000.0	00191325	18001804	DUCT WRAP	WTR BILLING OFFICE	07/31/19	272130	99.30-

HUGHES SUPPLY									99.30-
Sum									99.30-
00009	INDUSTRIAL CHEMICALS INC	445728	00190901	18001809	LIME FOR	WATER PLANTS	07/31/19	272133	7,200.00-

INDUSTRIAL CHEMICALS INC									7,200.00-
Sum									7,200.00-
00009	IRBY, STUART C CO	S011430490.0	00190830	18001736	ELEC SUPP	E LAUREL LIFT STA	07/31/19	272136	107.90-

IRBY, STUART C CO									107.90-
Sum									107.90-

00009 KITTRELL INDUSTRIAL AND	A25324	00190768 18001791 CHAINS/SHACKLES LIFT STATIONS	07/31/19	272152	614.60-

KITTRELL INDUSTRIAL AND					614.60-
Sum					28,867.50-
00009 L & A CONTRACTING CO	483-138	00191400 18001773 AERATOR MNT 7/1-14 LAGOONS	07/31/19	272154	-----
L & A CONTRACTING CO					28,867.50-
Sum					397.95-
00009 MAC PAPERS	401426 W&S	00189011 18001748 PRODUCTION PRINTER PAPER SUPP	07/31/19	272167	-----
MAC PAPERS					397.95-
Sum					39.80-
00009 MCELHANEY PLUMBING INC	278798	00190787 18001712 PLUMB TOOLS TRANS DEPT	07/31/19	272173	12.55-
00009 MCELHANEY PLUMBING INC	279402	00190996 18001713 PLUMB SUPP WTR PLT#2 LAB	07/31/19	272173	59.95-
00009 MCELHANEY PLUMBING INC	279727	00191332 18001781 ELEC SUPP WESLEY TANK	07/31/19	272173	-----
MCELHANEY PLUMBING INC					112.30-
Sum					100.00-
00009 MILLS & SCANLON, P.A.	1292.0006M S	00191641 18001821 SRVS PETAL SEWER RATE ISSUE	07/31/19	272177	-----
MILLS & SCANLON, P.A.					100.00-
Sum					85,016.21-
00009 MS POWER COMPANY	7/19 W&SO&M	00201920 18001800 MNTHLY ELEC-W&SO&M	07/31/19	272183	-----
MS POWER COMPANY					85,016.21-
Sum					310.00-
00009 NEWELL PAPER COMPANY	4059734	00191175 18001755 JANIT SUPP WTR BILLING	07/31/19	272195	154.29-
00009 NEWELL PAPER COMPANY	4060065	00191175 18001756 JANIT SUPP WTR BILLING	07/31/19	272195	69.44-
00009 NEWELL PAPER COMPANY	4060034	00191288 18001760 PAPER TOWELS WTR PLANTS	07/31/19	272195	-----
NEWELL PAPER COMPANY					533.73-
Sum					97.66-
00009 OFFICE DEPOT INC	2319819103	00191134 18001757 OFFICE SUPP WTR PLANT	07/31/19	272201	29.80-
00009 OFFICE DEPOT INC	341092083001	00191134 18001758 OFFICE SUPP WTR PLANT	07/31/19	272201	30.63-
00009 OFFICE DEPOT INC	341092084001	00191134 18001759 OFFICE SUPP WTR PLANT	07/31/19	272201	-----
OFFICE DEPOT INC					158.09-
Sum					367.79-
00009 PATTERSON AUTO ELECTRIC	80226	00191412 18001775 REPRS U#18706 WTR BILLING	07/31/19	272205	989.63-
00009 PATTERSON AUTO ELECTRIC	80180	00190245 18001776 REPRS U#14142 WTR TRANS	07/31/19	272205	301.78-
00009 PATTERSON AUTO ELECTRIC	50042	00191237 18001787 REPRS U#15667 SEWER	07/31/19	272205	327.18-
00009 PATTERSON AUTO ELECTRIC	80239	00191557 18001808 A/C REPAIR U#13511 PLANT	07/31/19	272205	-----
PATTERSON AUTO ELECTRIC					1,986.38-
Sum					315.93-
00009 PEARL RIVER VALLEY EPA (	7/19 W&SO&M	00201920 18001797 MNTHLY 7/19 PUBLIC SERVICES	07/31/19	272207	-----
PEARL RIVER VALLEY EPA (					315.93-
Sum					674.80-
00009 PHILLIPS CAR CARE CENTER	00263	00188699 18001777 REPRS U#9223 WTR TRANS	07/31/19	272209	452.66-
00009 PHILLIPS CAR CARE CENTER	00339	00188698 18001788 REPRS U#11949 SEWER	07/31/19	272209	-----

Sum									1,127.46-
00009	PUCKETT RENTS	716399	00191241	18001803	CHOPSAW/TRASH PUMP REPRS	07/31/19	272224		342.48-

PUCKETT RENTS									
Sum									342.48-
00009	RAWLS SPRINGS UTILITY DI	SEWER BILLIN	00191393	18001763	SEWER BILLING 7/19	07/31/19	272225		192.00-

RAWLS SPRINGS UTILITY DI									
Sum									192.00-
00009	RICOH CORP	5056978627 W	00191239	18001738	PRODUCTION PRINTER CHARGES	07/31/19	272227		269.09-

RICOH CORP									
Sum									269.09-
00009	SOUTHERN PINE ELECTRIC P	7/19 W&SO&M	00201918	18001798	MNTHLY 7/19 PUBLIC SERVICES	07/31/19	272248		1,124.30-

SOUTHERN PINE ELECTRIC P									
Sum									1,124.30-
00009	SOUTHERN TIRE MART (HARD	2530000023	00185533	18001778	TIRES U#20446 WTR TRANS	07/31/19	272250		572.32-
00009	SOUTHERN TIRE MART (HARD	2520006698	00187841	18001789	TIRES U#13061 SEWER	07/31/19	272250		549.56-

SOUTHERN TIRE MART (HARD									
Sum									1,121.88-
00009	SPEEDY PRINTING & SIGNS	26885	00191171	18001792	DOOR HANGERS WTR BILLING	07/31/19	272253		324.00-
00009	SPEEDY PRINTING & SIGNS	26884	00191171	18001793	RECEIPT PAPER WTR BILLING	07/31/19	272253		748.92-

SPEEDY PRINTING & SIGNS									
Sum									1,072.92-
00009	SPIRE ENERGY	7/19 W&SO&M	00201920	18001799	MNTHLY GAS-W&SO&M	07/31/19	272254		49.84-

SPIRE ENERGY									
Sum									49.84-
00009	STANDARD OFFICE SUPPLY C	05830	00189749	18001719	OFFICE SUPP WTR BILLING	07/31/19	272255		9.39-
00009	STANDARD OFFICE SUPPLY C	06340	00189749	18001720	OFFICE SUPP WTR BILLING	07/31/19	272255		32.04-
00009	STANDARD OFFICE SUPPLY C	06108	00190622	18001721	TASK CHAIR WTR BILLING	07/31/19	272255		123.59-
00009	STANDARD OFFICE SUPPLY C	06325	00190622	18001722	OFFICE SUPP WTR BILLING	07/31/19	272255		148.62-
00009	STANDARD OFFICE SUPPLY C	06473	00191225	18001774	OFFICE SUPP WTR BILLING	07/31/19	272255		517.24-

STANDARD OFFICE SUPPLY C									
Sum									830.88-
00009	TAYLOR RENTAL CENTER	1-306665-01	00190425	18001794	WACKER LIGHT TOWER WTR TRANS	07/31/19	272262		3,000.00-

TAYLOR RENTAL CENTER									
Sum									3,000.00-
00009	TRACTOR SUPPLY	TKT 435091	00175214	18001780	RUBBER BOOTS WTR PLANT OPER	07/31/19	272270		24.99-

TRACTOR SUPPLY									
Sum									24.99-
00009	UNDERWOOD OUTDOOR POWER,	75866	00191236	18001770	MOWER TIRE SEWER GRNDS CREW	07/31/19	272276		82.18-
00009	UNDERWOOD OUTDOOR POWER,	76096	00191350	18001772	PUSHMOWER FOR LIFT STATIONS	07/31/19	272276		549.99-
00009	UNDERWOOD OUTDOOR POWER,	71815	00189490	18001784	AGRI EQUIP BLADES SEWER	07/31/19	272276		83.70-

UNDERWOOD OUTDOOR POWER,

Sum						715.87-
00009 UNIVERSITY TIRE & SERVIC 548500		00191157 18001728 TIRES U#9223 TRANS	07/31/19	272279		378.09-
00009 UNIVERSITY TIRE & SERVIC 548499		00191204 18001729 ADDL REPRS U#9223 TRANS	07/31/19	272279		196.34-

UNIVERSITY TIRE & SERVIC

Sum						574.43-
00009 USA BLUEBOOK	947947	00191113 18001761 SMOKE FLUID SEWER TESTING	07/31/19	272280		510.66-

USA BLUEBOOK

Sum						510.66-
00009 WARREN PAVING INC	22010	00189261 18001747 HOT MIX ASPHALT SEWER PATCHES	07/31/19	272289		189.88-

WARREN PAVING INC

Sum						189.88-

Sum						301,068.68-
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CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2019

Date - 07/30/19

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 ADELA INC (FORMERLY NS	040201490000	02019732	18000794	WATER COLLECTIONS FEES	07/31/19	271988	722.81-
Sum							722.81-
00011 BEVERLY, KERTRINA Y	METER DEP RF	02019767	18000834	METER DEP RFD	07/31/19	272017	4.72-
Sum							4.72-
00011 BILANCIA, ALEXANDER W2	METER DEP RF	02019767	18000839	METER DEP RFD	07/31/19	272018	22.72-
Sum							22.72-
00011 BLEYHAMACK LLC 4	METER DEP RF	02019744	18000814	METER DEP RFD	07/31/19	272020	75.00-
Sum							75.00-
00011 BOWENS, KRESEAN	METER DEP RF	02019744	18000801	METER DEP RFD	07/31/19	272022	22.72-
Sum							22.72-
00011 BROADDUS & ASSOCIATES	METER DEP RF	02019744	18000800	METER DEP RFD	07/31/19	272026	39.72-
Sum							39.72-
00011 BROWN, JAY H	METER DEP RF	02019744	18000812	METER DEP RFD	07/31/19	272027	22.72-
Sum							22.72-
00011 CORBAN, WILLIAM B	METER DEP RF	02019767	18000835	METER DEP RFD	07/31/19	272063	19.72-
Sum							19.72-
00011 CORLEY, JOHN 1	METER DEP RF	02019695	18000831	METER DEP RFD	07/31/19	272065	24.40-
Sum							24.40-
00011 DAMPIER, WILDARIUS	METER DEP RF	02019744	18000817	METER DEP RFD	07/31/19	272071	22.72-
Sum							22.72-
00011 DAVIS, CASSANDRA 1	METER DEP RF	02019744	18000804	METER DEP RFD	07/31/19	272072	22.72-
Sum							22.72-

Sum							22.72-
00011	EDGAR, FRANK	METER DEP RF 02019744 18000795	METER DEP RFD	07/31/19	272082		6.00-

EDGAR, FRANK							6.00-
Sum							17.56-
00011	EVANS, DOROTHY	METER DEP RF 02019695 18000825	METER DEP RFD	07/31/19	272090		-----
EVANS, DOROTHY							17.56-
Sum							19.72-
00011	FALL, ROBIN	METER DEP RF 02019695 18000821	METER DEP RFD	07/31/19	272093		-----
FALL, ROBIN							19.72-
Sum							75.00-
00011	FOLES, AMANDA	METER DEP RF 02019744 18000806	METER DEP RFD	07/31/19	272098		-----
FOLES, AMANDA							75.00-
Sum							22.72-
00011	HART, HANNAH	METER DEP RF 02019744 18000808	METER DEP RFD	07/31/19	272116		-----
HART, HANNAH							22.72-
Sum							39.72-
00011	HATTIESBURG MEDICAL PARK	METER DEP RF 02019767 18000841	METER DEP RFD	07/31/19	272119		-----
HATTIESBURG MEDICAL PARK							39.72-
Sum							4.44-
00011	HENRY, AMANDA	METER DEP RF 02019695 18000829	METER DEP RFD	07/31/19	272123		-----
HENRY, AMANDA							4.44-
Sum							75.00-
00011	HUBBARD, TERRY	METER DEP RF 02019695 18000830	METER DEP RFD	07/31/19	272129		-----
HUBBARD, TERRY							75.00-
Sum							19.72-
00011	III VERHAR, THEODORE	METER DEP RF 02019744 18000798	METER DEP RFD	07/31/19	272131		-----
III VERHAR, THEODORE							19.72-
Sum							75.00-
00011	JAMES, HALL	METER DEP RF 02019744 18000810	METER DEP RFD	07/31/19	272139		-----
JAMES, HALL							75.00-
Sum							144.72-
00011	JARMAN PROPERTY MGMT	WTR OVRPMT R 02019768 18000833	WTR OVRPMT RFD	07/31/19	272141		75.00-
00011	JARMAN PROPERTY MGMT	METER DEP RF 02019767 18000838	METER DEP RFD	07/31/19	272141		-----
JARMAN PROPERTY MGMT							219.72-
Sum							3.48-
00011	JTS, INC.	METER DEP RF 02019744 18000796	METER DEP RFD	07/31/19	272148		-----
JTS, INC.							3.48-
Sum							203.37-
00011	LAMBERT, BILLIE J	WTR OVRPMT R 02019745 18000832	WTR OVRPMT RFD	07/31/19	272156		

LAMBERT, BILLIE J			
Sum			203.37-
00011 LANDERS, ANDREA	METER DEP RF 02019744 18000805 METER DEP RFD	07/31/19 272158	75.00-

LANDERS, ANDREA			
Sum			75.00-
00011 M&R INVESTMENT PROPERTIE	METER DEP RF 02019695 18000826 METER DEP RFD	07/31/19 272165	22.72-

M&R INVESTMENT PROPERTIE			
Sum			22.72-
00011 MCCORKLE, MARCIA	METER DEP RF 02019695 18000824 METER DEP RFD	07/31/19 272172	32.52-

MCCORKLE, MARCIA			
Sum			32.52-
00011 MICHAEL'S PROPERTY	METER DEP RF 02019744 18000803 METER DEP RFD	07/31/19 272175	300.00-

MICHAEL'S PROPERTY			
Sum			300.00-
00011 MYERS, SABRINA	METER DEP RF 02019744 18000815 METER DEP RFD	07/31/19 272190	22.72-

MYERS, SABRINA			
Sum			22.72-
00011 NICKS ICE HOUSE	WTR OVRPMT R 02019750 18000818 WTR OVRPMT	07/31/19 272197	6,190.18-

NICKS ICE HOUSE			
Sum			6,190.18-
00011 NORRIS, RONDA GAIL	METER DEP RF 02019767 18000840 METER DEP RFD	07/31/19 272199	22.72-

NORRIS, RONDA GAIL			
Sum			22.72-
00011 ODEN, KRISTEN	METER DEP RF 02019744 18000799 METER DEP RFD	07/31/19 272200	43.96-

ODEN, KRISTEN			
Sum			43.96-
00011 PRICE, STEPHEN	METER DEP RF 02019744 18000802 METER DEP RFD	07/31/19 272223	.66-

PRICE, STEPHEN			
Sum			.66-
00011 RICHARD HIATT CONSTUCTIO	METER DEP RF 02019695 18000827 METER DEP RFD	07/31/19 272226	75.00-

RICHARD HIATT CONSTUCTIO			
Sum			75.00-
00011 RIOS, BEATRICE	METER DEP RF 02019744 18000807 METER DEP RFD	07/31/19 272228	75.00-

RIOS, BEATRICE			
Sum			75.00-
00011 ROBERTS, JOHNNIE L	METER DEP RF 02019695 18000820 METER DEP RFD	07/31/19 272230	40.00-

ROBERTS, JOHNNIE L			
Sum			40.00-

00011 RUFFIN, ANTONI	METER DEP RF 02019695 18000828 METER DEP RFD	07/31/19	272232	22.72-
RUFFIN, ANTONI				-----
Sum				22.72-
00011 RUTLAND, MARY H.	METER DEP RF 02019744 18000797 METER DEP RFD	07/31/19	272234	75.00-
RUTLAND, MARY H.				-----
Sum				75.00-
00011 SCHNUR, JAMES	METER DEP RF 02019695 18000822 METER DEP RFD	07/31/19	272239	39.72-
SCHNUR, JAMES				-----
Sum				39.72-
00011 STAPLES, ELIZABETH	METER DEP RF 02019744 18000809 METER DEP RFD	07/31/19	272256	22.72-
STAPLES, ELIZABETH				-----
Sum				22.72-
00011 SVN SOUTHGATE REALITY LA	METER DEP RF 02019744 18000813 METER DEP RFD	07/31/19	272260	75.00-
SVN SOUTHGATE REALITY LA				-----
Sum				75.00-
00011 SVN SOUTHGATE REALITY 20	METER DEP RF 02019744 18000816 METER DEP RFD	07/31/19	272261	22.72-
SVN SOUTHGATE REALITY 20				-----
Sum				22.72-
00011 THOMPkins, FLORA J	METER DEP RF 02019767 18000836 METER DEP RFD	07/31/19	272266	22.72-
THOMPkins, FLORA J				-----
Sum				22.72-
00011 W.W ADCOCK	METER DEP RF 02019695 18000823 METER DEP RFD	07/31/19	272286	5.98-
W.W ADCOCK				-----
Sum				5.98-
00011 WORD OF FAITH	METER DEP RF 02019695 18000819 METER DEP RFD	07/31/19	272299	40.00-
WORD OF FAITH				-----
Sum				40.00-
00011 YOUNG, MEOSSIHA	METER DEP RF 02019744 18000811 METER DEP RFD	07/31/19	272301	22.72-
YOUNG, MEOSSIHA				-----
Sum				22.72-
00011 ZULLI, ALEXIS	METER DEP RF 02019767 18000837 METER DEP RFD	07/31/19	272302	75.00-
ZULLI, ALEXIS				-----
Sum				75.00-
Sum				-----
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Date - 07/30/19

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1,840.00-

Date - 07/30/19

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294.69-

1,553.71-

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CITY OF HATTIESBURG

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 ADAMS NURSERY	188854	00189029	18000453	LANDSCAPE PLANTS HCT BLDG	07/31/19	271987	2,774.55-
ADAMS NURSERY							
Sum							2,774.55-
00073 ANOINTED HANDS SERVICES, 6167 HUB CIT	00191205	18000450	SERVS 7/19 HUB CITY TRANSIT	07/31/19	271999		325.00-
ANOINTED HANDS SERVICES,							
Sum							325.00-
00073 AT&T MOBILITY	287273578351	00191137	18000444	WIRELESS SERV 6/19 M TRANSIT	07/31/19	272007	119.28-
00073 AT&T MOBILITY	287273861504	00191140	18000446	GPS TRACKING 6/19 M TRANSIT	07/31/19	272007	242.90-
AT&T MOBILITY							
Sum							362.18-
00073 CARQUEST AUTO PARTS STOR	14758-127479	00191397	18000468	REPR PTS VARI BUSES	07/31/19	272034	1,071.55-
CARQUEST AUTO PARTS STOR							
Sum							1,071.55-
00073 CINTAS CORPORATION #J66	66652737	00191375	18000457	UNIFORMS 6/03 MECH/DRIVERS	07/31/19	272050	181.16-
00073 CINTAS CORPORATION #J66	4023626883	00191375	18000458	UNIFORMS 6/10 MECH/DRIVERS	07/31/19	272050	181.16-
00073 CINTAS CORPORATION #J66	4024015202	00191375	18000459	UNIFORMS 6/17 MECH/DRIVERS	07/31/19	272050	185.38-
00073 CINTAS CORPORATION #J66	4024420916	00191375	18000460	UNIFORMS 6/24 MECH/DRIVERS	07/31/19	272050	185.38-
CINTAS CORPORATION #J66							
Sum							733.08-
00073 CITY OF HATTIESBURG FUND TRF 2ND 7/19	02019738	18000451	TRF 2ND 7/19 PAYROLL	07/16/19	113729		34,501.97-
CITY OF HATTIESBURG FUND							
Sum							34,501.97-
00073 COURTESY MOTORS INC	491385	00189671	18000447	REPR PTS VARI HCT UNITS	07/31/19	272066	147.12-
00073 COURTESY MOTORS INC	252116	00190672	18000449	REPRS U#21120	07/31/19	272066	780.59-
COURTESY MOTORS INC							
Sum							927.71-
00073 DOSSETT GMC CADILLAC	53472	00190680	18000448	GENERATORS AUX PO#16760	07/31/19	272075	766.77-
DOSSETT GMC CADILLAC							
Sum							766.77-
00073 EATON, ALVIN K (PETTY CA PETTY CASH 6	00191260	18000454	PETTY CASH 6/19 HCT	07/31/19	272077		41.42-
EATON, ALVIN K (PETTY CA							
Sum							41.42-
00073 FASTENAL COMPANY	MSHAT219370	00191115	18000461	REPR PTS U#20584/20585/20586	07/31/19	272094	560.06-
FASTENAL COMPANY							

Sum							560.06-
00073 GROVE TRANSIT	JARC 6/23-7/	00191499	18000462	JARC TRIPS 6/23-7/6/19	07/31/19	272108	3,104.00-

GROVE TRANSIT							
Sum							3,104.00-
00073 HAVARD PEST CONTROL INC	1477985	02019762	18000465	QTRLY SERV M TRANSIT BLDG	07/31/19	272122	48.00-

HAVARD PEST CONTROL INC							
Sum							48.00-
00073 MS POWER COMPANY	7/19 M TRANS	00201920	18000463	MNTHLY ELEC-MASS TRANSIT	07/31/19	272183	784.90-

MS POWER COMPANY							
Sum							784.90-
00073 NEEL-SCHAFFER INC	1059291	00191516	18000464	SRVS 5/19 CITY WIDE BUS STOPS	07/31/19	272194	1,092.95-

NEEL-SCHAFFER INC							
Sum							1,092.95-
00073 NEWELL PAPER COMPANY	4060395	00191449	18000467	JANIT SUPP MASS TRANSIT	07/31/19	272195	92.37-

NEWELL PAPER COMPANY							
Sum							92.37-
00073 OLD RIVER TRUCK SALES IN	17227LM	00191508	18000466	REPR LIGHTS/BATTERIES U#16759	07/31/19	272203	847.83-

OLD RIVER TRUCK SALES IN							
Sum							847.83-
00073 TMH	204763	00191646	18000469	SRVS FTA COMPLIANCE REVIEW	07/31/19	272268	5,500.00-

TMH							
Sum							5,500.00-
00073 TRUCKPRO LLC	039-0667428	00189842	18000455	REPR PTS U#16666	07/31/19	272275	327.87-

TRUCKPRO LLC							
Sum							327.87-
00073 VERIZON WIRELESS	9833762225	00191396	18000456	PARATRANSIT GPS 7/11-8/10/19	07/31/19	272283	142.55-

VERIZON WIRELESS							
Sum							142.55-
00073 WATERS INTERNATIONAL TRU	08S819380	00190739	18000452	REPRS U#18572 BUS	07/31/19	272291	2,044.40-

WATERS INTERNATIONAL TRU							
Sum							2,044.40-

Sum							56,049.16-

CITY OF HATTIESBURG

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WATER&SEWER CONSTRUCTION FUND							
00075 LAMAR PARK WATER & SEWER	SEWER FEES 1	00191442	18000070	SEWER FEES 1/1-6/30/19	07/31/19	272155	3,768.00-

LAMAR PARK WATER & SEWER Sum							3,768.00-

Sum							3,768.00-

CITY OF HATTIESBURG

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COMMUNITY CENTERS' FUND							
00077 AAMCO TRANSMISSION (PINE I	141678	00191198	18000364	A/C REPR U#19098 COMM CNTR	07/31/19	271985	232.80-
AAMCO TRANSMISSION (PINE							
Sum							232.80-
00077 AMERICAN FIRE & SAFETY C	117271	00191167	18000373	SPRINKLER SYS INSPECT MUSEUM	07/31/19	271995	466.00-
AMERICAN FIRE & SAFETY C							
Sum							466.00-
00077 AT&T MOBILITY	287273578351	00191137	18000361	WIRELESS SRV 6/19 COMM CNTRS	07/31/19	272007	60.64-
00077 AT&T MOBILITY	287290252011	00191126	18000362	WIRELESS SRV 6/19 COMM CNTRS	07/31/19	272007	32.76-
AT&T MOBILITY							
Sum							93.40-
00077 BARNETT, RICHARD (REFUND CULTURAL CEN	02019759	18000380	DAMAGE DEPOSIT REFUND	07/31/19	272013		250.00-
BARNETT, RICHARD (REFUND							
Sum							250.00-
00077 CHANEY, MARQUESHA (REFUN SHERRILL CEN	02019759	18000379	DAMAGE DEPOSIT REFUND	07/31/19	272045		100.00-
CHANEY, MARQUESHA (REFUN							
Sum							100.00-
00077 CITY OF HATTIESBURG FUND TRF 2ND 7/19	02019738	18000365	TRF 2ND 7/19 PAYROLL	07/16/19	312409		22,318.59-
CITY OF HATTIESBURG FUND							
Sum							22,318.59-
00077 ECONOMY SUPPLY CO	61505	00190497	18000372	BLDG SUPP MCNAIR FRONT LOBBY	07/31/19	272081	550.93-
ECONOMY SUPPLY CO							
Sum							550.93-
00077 EDWARDS, RODERICK (REFUN SIGLER CENTE	02019759	18000377	DAMAGE DEPOSIT REFUND	07/31/19	272083		100.00-
EDWARDS, RODERICK (REFUN							
Sum							100.00-
00077 ELKINS WHOLESALE INC	387841-00	00191232	18000387	JANIT SUPP C HALL/COMM CNTRS	07/31/19	272084	796.50-
00077 ELKINS WHOLESALE INC	387841-01	00191232	18000388	JANIT SUPP C HALL/COMM CNTRS	07/31/19	272084	39.98-
ELKINS WHOLESALE INC							
Sum							836.48-
00077 HASKIN, SR, NELSON (REFU SHERRILL CEN	02019759	18000376	DAMAGE DEPOSIT REFUND	07/31/19	272117		100.00-
HASKIN, SR, NELSON (REFU							

Sum												100.00-
00077 HAVARD PEST CONTROL INC	1477972	02019762	18000382	QTRLY SERV CE ROY CENTER	07/31/19	272122	48.00-					
00077 HAVARD PEST CONTROL INC	1477965	02019762	18000383	QTRLY SERV SHERRILL CENTER	07/31/19	272122	115.00-					
00077 HAVARD PEST CONTROL INC	1477967	02019762	18000384	QTRLY SERV SIGLER CENTER	07/31/19	272122	48.00-					
00077 HAVARD PEST CONTROL INC	1477968	02019762	18000385	QTRLY SERV MCNAIR CENTER	07/31/19	272122	48.00-					
00077 HAVARD PEST CONTROL INC	1477971	02019762	18000386	QTRLY SERV CULTURAL CENTER	07/31/19	272122	48.00-					
HAVARD PEST CONTROL INC							-----					
Sum							307.00-					
00077 JOHNSON CONTROLS, INC	1-8661202321	00191458	18000368	THERMOSTAT REPR SHERRILL CNTR	07/31/19	272145	1,746.60-					
00077 JOHNSON CONTROLS, INC	1-8659632761	00191458	18000369	THERMOSTAT REPR SHERRILL CNTR	07/31/19	272145	1,135.20-					
JOHNSON CONTROLS, INC							-----					
Sum							2,881.80-					
00077 JOHNSON, JASTASSIA (REFU	CE ROY CENTE	02019759	18000381	DAMAGE DEPOSIT REFUND	07/31/19	272146	100.00-					
JOHNSON, JASTASSIA (REFU							-----					
Sum							100.00-					
00077 MS POWER COMPANY	7/19 COMM CN	00201920	18000371	MNTHLY ELEC-COMM CENTERS	07/31/19	272183	4,453.86-					
MS POWER COMPANY							-----					
Sum							4,453.86-					
00077 NEWELL PAPER COMPANY	4060295	00191230	18000390	JANIT SUPP C HALL/COMM CNTRS	07/31/19	272195	506.76-					
NEWELL PAPER COMPANY							-----					
Sum							506.76-					
00077 PIERCE PLUMBING INC	603389	00191596	18000389	REPRS C E ROY RESTROOM	07/31/19	272210	760.59-					
PIERCE PLUMBING INC							-----					
Sum							760.59-					
00077 SOLAR SUPPLY INC	3418403	00191353	18000367	A/C REPR PTS CULTURAL CENTER	07/31/19	272245	466.11-					
SOLAR SUPPLY INC							-----					
Sum							466.11-					
00077 SPIRE ENERGY	7/19 COMM CN	00201920	18000370	MNTHLY GAS-COMM CENTERS	07/31/19	272254	58.69-					
SPIRE ENERGY							-----					
Sum							58.69-					
00077 TERRELL, TEKEICA (REFUND	SHERRILL CEN	02019759	18000378	DAMAGE DEPOSIT REFUND	07/31/19	272263	100.00-					
TERRELL, TEKEICA (REFUND							-----					
Sum							100.00-					
00077 WHEELER'S JANITORIAL SUP	0404283	00191233	18000366	JANIT SUPP CITY HALL/C CNTRS	07/31/19	272293	248.00-					
WHEELER'S JANITORIAL SUP							-----					
Sum							248.00-					
00077 WHITE, DANA (REFUND)	CULTURAL CEN	02019759	18000374	DAMAGE DEPOSIT REFUND	07/31/19	272294	250.00-					
WHITE, DANA (REFUND)							-----					
Sum							250.00-					

00077 WILSON, SHANE (REFUND)	CULTURAL CEN 02019759 18000375 DAMAGE DEPOSIT REFUND	07/31/19	272298	250.00-

WILSON, SHANE (REFUND)				
Sum				250.00-

Sum				35,431.01-

Date - 07/30/19

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556,072.27-

65,713.65-

65,713.65-

621,785.92-

4,018,157.48-