

City of Hattiesburg, MS

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



Agenda Review

Monday, November 7, 2016

4:00 PM

Council Chambers

City Council

I. Call to Order**II. Agenda Order****III. POLICY AGENDA**

- III.1. 2016-16** Adopt an order to approve the sale of a personal service weapon Colt 375 mag Asset ID2729 serial number T80526 to retiring Major Billy Lane, pursuant to Mississippi Code Annotated 45-9-131.
1. Purchase of Service Weapon - Major Billy Lane
- III.2. 2016-18** Adopt a Resolution declaring surplus a 2003 Lincoln LS, VIN# 1LNHM87A53Y65492, Asset 1705, and removing it from the city's inventory; the vehicle, forfeited to the Hattiesburg Police Department on March 29, 2010, will be returned to the original owners, Sammy Smith and Grandy Odie, Jr., per the County Court of Forrest County, Mississippi, Cause No. CO10-0396, October 5, 2016.
1. 2003 Lincoln LS
 2. RES-Surplus HPD Vehicle, 2003 Lincoln LS
- III.3. 2016-40** Adopt a Resolution authorizing Requisition No. 59 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.
1. 2013 Bond Resolution No. 59
- III.4. 2016-36** Adopt a Resolution authorizing Disbursement No. 9 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 the City of Hattiesburg.
1. Energy Performance Disbursement 9
- III.5. 2016-49** Authorize Council President to execute contract(s) with Carr, Riggs, and Ingram for furnishing contract audit services for the preparation and audit of the City of Hattiesburg's comprehensive annual financial report and for the general purpose financial statement of the Combined Water and Sewer System for the fiscal year ending September 30, 2016.
1. Carr, Riggs, & Ingram Agreement 2015

- III.6. 2016-37** Authorize the Mayor to execute the MDOT Certification Form for Sub-Awards Executive Compensation Reporting for Transparency Act.
1. MDOT Certification Form for Sub-Awards
- III.7. 2016-48** Authorize Mayor to execute an agreement in duplicate with Shows, Dearman and Waits, Inc., to conduct a Feasibility Study in connection with the Western Beltway Phase II, in accordance with the Federal Highway Administration's guidelines for Preliminary Engineering Services for an amount not to exceed \$214,718.97 (MDOT Project Number STPD-8776-00(004)LPA/105844-812000).
1. Contract - Western Beltway Phase II
- III.8. 2016-34** Approve professional services contract with Shows, Dearman & Waits, Inc. for the design of a bridge replacement on 12th Avenue under State Aid Project LSBP-18(18); Authorize Mayor to execute same in triplicate.
1. SDW Agreement-12th Ave Bridge
- III.9. 2016-42** Approve and authorize Mayor to execute professional engineering services contract with Pickering Firm, Inc., for the assistance with procurement of water and wastewater systems operation and maintenance contract.
1. Pickering Firm Agreement
- III.10. 2016-44** Approve 2017 CDBG/HOME Annual Action Plan and authorize Mayor to sign and execute all documents required for submittal to HUD.
1. 2017 CDBG/HOME ANNUAL ACTION PLAN
 2. Documents for Annual Action Plan
- III.11. 2016-28** Approve Payment Application No. 9 and Final Payment to Nobles Contracting, Inc. in the amount of \$44,888.25 for construction services rendered on the Old Federal Building & Post Office for renovations and ADA upgrades; approve final acceptance of said project; and authorize publication of the Notice of Final Settlement of contract of said project.
1. Federal Bldg Closing Documents
 2. Notice of Final Settlement
- III.12. 2016-45** Ratify and confirm the Mayor's re-appointment of Wyche McMullan (W3) to the Forrest County Industrial Park Commission for a term beginning 6-16-2016 and ending 6-15-2021.
1. Re-Appointment of McMullan to Commission

IV. ROUTINE AGENDA

- IV.1. 2016-19** Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Hattiesburg Arts Council to provide art cultural programs for children and cultural opportunities for adults, seniors, and persons with disabilities for Hattiesburg residents from October 1, 2016, through September 30, 2017. (Nunc Pro Tunc)
1. Hattiesburg Civic Arts Council Contract 2017
- IV.2. 2016-20** Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and South Mississippi Art Association to operate and promote ceramics, pottery, and other art programs for Hattiesburg residents from October 1, 2016, through September 30, 2019. (Nunc Pro Tunc)
1. SMAA Ceramics Contract 2017-2019
- IV.3. 2016-17** Acknowledge receipt of FY2015-2016 Expenditure Report from Hattiesburg Arts Council for Adult and Children's Art Programs.
1. 2016 Hattiesburg Arts Council Expenditure Report
- IV.4. 2016-21** Acknowledge receipt of FY 2015-2016 Expenditure Report from South Mississippi Art Association for Ceramics, Pottery, and Sculpture Programs.
1. 2016 SMAA Expenditure Report
- IV.5. 2016-24** Acknowledge receipt of request filed by Leonard Busby, Capturion Network, LLC, to appeal the Urban Development Director's denial of a request to convert a static billboard to a tri-vision billboard located at 5012 US Highway 98; Pattie Brantley, Urban Development Director, denied the application on October 10, 2016 based on LDC 95.12 2.; set a public hearing before City Council at 4:00 p.m. on December 5, 2016, and authorize publication of Public Notice of Appeal Public Hearing.
1. 5012 US Hwy 98 - Sign Application - Billboard
 2. Appeal Letter - Capturion Network October 17 2016
- IV.6. 2016-33** Acknowledge bids received October 13, 2016, for the 1500 GPM Wesley Well No. 2 Project and accept the bid from Thompson Brothers Drilling in the amount of \$459,000.00 as the lowest and best bid; Authorize Mayor to execute contract documents upon preparation.
1. Bid Tab

- IV.7. 2016-31** Acknowledge bids received October 20, 2016, for the Edwards Street to Hall Avenue Pathway Project and accept the bid from Walters Construction in the amount of \$240,620.20 as the lowest and best bid; Authorize Mayor to execute contract documents upon preparation.
1. Award Letter
 2. Bid Tab
- IV.8. 2016-35** Acknowledge bids received October 27, 2016, for the Tuscan Avenue Sidewalk Project (Project No. STP 7197-00(002) LPA/106879-701000) and accept the bid from RJM McQueen Contracting, Inc. in the amount of \$292,692.68 as the lowest and best bid, subject to MDOT approval; authorize Mayor to execute contract documents upon preparation.
1. Award Letter
 2. Bid Tab
 3. MDOT Letter
 4. Checklist to Award
- IV.9. 2016-32** Acknowledge bids received October 20, 2016, for the Safe Routes to School-Hawkins Sidewalk Project (Project No. SRSP 7207-00(004) LPA/106877-401000), and accept the bid from Fairley Construction in the amount of \$209,456.48 as the lowest and best bid, subject to MDOT approval; Authorize Mayor to execute contract documents upon preparation.
1. Award Letter
 2. Bid Tab
 3. MDOT Letter
 4. Checklist to Award
- IV.10. 2016-30** Approve and authorize issuance of manual checks for CDBG Program Claims per the attached memorandum. {Entitlement CDBG}
1. Memorandum for CDBG Program Claims
 2. Memorandum for CDBG Program Claims 11-08-2016
- IV.11. 2016-46** Authorize and approve HOME Program claims. {Entitlement}
1. Memorandum for HOME Program Claims
- IV.12. 2016-50** Approve the claims docket for the period ending October 31, 2016.
1. Docket 16.10-31

V. Citizens' Forum



City of Hattiesburg, MS

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

FILE NUMBER: 2016-16

MEETING DATE: 11/07/2016

MINUTE BOOK NUMBER:

Brief Title: Adopt an order to approve the sale of a personal s

Title: Adopt an order to approve the sale of a personal service weapon Colt 375 mag Asset ID2729 serial number T80526 to retiring Major Billy Lane, pursuant to Mississippi Code Annotated 45-9-131.

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: Purchase of Service Weapon - Major Billy Lane

File Created: 11/04/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

HATTIESBURG POLICE DEPARTMENT
Benevolent Association

DATE: October 18, 2016
TO: CHIEF ANTHONY PARKER
FROM: CAPTAIN SHANNON HARRIS
RE: Purchase of city weapon (**Billy Lane**)

This is my request asking the Hattiesburg Police Department to allow the Hattiesburg Police Benevolent Association to purchase a service weapon for Major Billy Lane for a sum of one hundred (100.00) dollars. Captain Tony Fontaine the Training Academy Director has advised that he weapon is valued at less than one hundred (100.00) dollars.

Major Billy Lane is scheduled to retire from the Hattiesburg Police Department on October 28, 2016. He has requested to purchase a Colt 375 mag Asset ID2729 serial number T80526, upon his retirement.

This is a procedure we have approved for other retiring officers and it is allowed under the MS law, statue 45-9-131.

Please let me know if you need additional information.

Sincerely,

A handwritten signature in cursive script that reads "Shannon Harris". The signature is written in dark ink and is positioned above the printed name.

Shannon Harris



City of Hattiesburg, MS

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

FILE NUMBER: 2016-18

MEETING DATE: 11/07/2016

MINUTE BOOK NUMBER:

Brief Title: Adopt a Resolution declaring surplus a 2003 Lincol

Title: Adopt a Resolution declaring surplus a 2003 Lincoln LS, VIN# 1LNHM87A53Y65492, Asset 1705, and removing it from the city's inventory; the vehicle, forfeited to the Hattiesburg Police Department on March 29, 2010, will be returned to the original owners, Sammy Smith and Grandy Odie, Jr., per the County Court of Forrest County, Mississippi, Cause No. CO10-0396, October 5, 2016.

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: 2003 Lincoln LS, RES-Surplus HPD Vehicle, 2003 Lincoln LS

File Created: 11/04/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

INTER-DEPARTMENTAL COMMUNICATIONS

HATTIESBURG POLICE DEPARTMENT
FLEET DIVISION

DATE: October 13, 2016
TO: CHIEF ANTHONY PARKER
FROM: CAPTAIN SHANNON HARRIS
RE: Return vehicle to owner

On the 29th day of March, 2010, Hattiesburg Police Department received a Declaration of Forfeiture for a Lincoln LS 2003 (VIN# 1LNHM87A53Y65492) ASSET ID 17805. On October 12, 2016, I was informed by District Attorney Patricia Burchell that the above listed vehicle shall be returned to the original owners. Please remove this item from the Hattiesburg Police Department inventory.

Attached is a copy of all paperwork. Please let me know if you need additional information.

Sincerely,


Shannon Harris

E459457-02

STATE OF MISSISSIPPI
COUNTY OF FORREST

DECLARATION OF FORFEITURE

On the 24th day of February, 2010, Notice of Intention to Forfeit Seized Property was given to SAMMY SMITH by personal service from Lt. Keith Crawford of the Hattiesburg Police Department pursuant to MISS. CODE ANN. § 41-29-176 (5) (1972), as amended. Said Notice required any interested party to file a petition requesting judicial review and contesting the forfeiture within 30 days after the receipt of the Notice of Intent to Forfeit Seized Property, or the property described below would be forfeited to the Hattiesburg Police Department.

DESCRIPTION OF PROPERTY:

One (1) 2002 Lincoln LS,
VIN: 1LNHM87A53Y654952

APPROXIMATE VALUE:

\$ 5,950.00

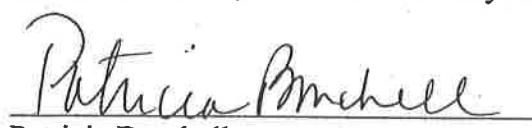
Two Thousand Four Hundred Thirty Dollars
in U. S. Currency

\$ 2,430.00

More than thirty (30) days have passed from the date on which the Notice of Intention to Forfeit Seized Property was provided to claimant and no Petition contesting the forfeiture and requesting judicial review was filed in the county court, if a county court exists, or otherwise in the circuit court of the county in which the seizure was made or in the county in which the criminal prosecution is brought or served upon the attorney or representative of the seizing agency.

IT IS, THEREFORE, hereby declared that the above described property shall be forfeited in the following manner: One (1) 2002 Lincoln LS, VIN: 1LNHM87A53Y654952, to the Hattiesburg Police Department; \$1944.00 to the Hattiesburg Police Department; and \$486.00 to the Forrest County District Attorney's Office, all to be distributed, used or disposed of according to law.

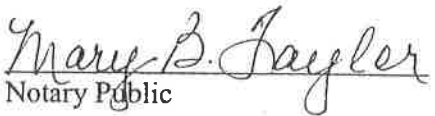
SO DECLARED, on this the 29th day of March, 2010.



Patricia Burchell
Assistant District Attorney

This day personally before me, the undersigned authority in and for the State and County aforesaid, the above named, Patricia Burchell, who solemnly and truly declared and affirmed before me that the matters and facts set forth in the foregoing Declaration of Forfeiture are true and correct as herein stated.

Affirmed and Subscribed before me on this the 29th day of March, 2010.


Notary Public

My Commission Expires: _____



176476



780020771000

STATE TAX COMMISSION

DEPARTMENT OF REVENUE
TITLES BUREAU - POST OFFICE BOX 1383
JACKSON, MISSISSIPPI 39215

APPLICATION FOR CERTIFICATE OF TITLE

ENTER

COMPLETE

MISSISSIPPI

TITLE NO.

E459657-02

9 DIGITS EXAMPLE 1 2 3 4 5 6 7-01

VEHICLE

TYPE:

PASS. (1) ☒

MODEL/SERIES

CYL

NO. PASS

OR G.W.

YEAR

MAKE

03

LINC

LS

08

000

4D

TAN

HAIL (H) ☐FLOOD (F) ☐AMB. (3) ☐TRK. (4) ☐PVT. TLR. (6) ☐BUS (5) ☐

NEW USED FUEL

COLOR

X G

11NHM87A53Y654952

STREET / APT. / P.O. BOX /

PREVIOUS TITLE NO.

TITLING STATE

TAG NO.

EXP. YR.

12128870

CODE: 00-ACTUAL

11-EXCEEDS LIMIT

12-NOT ACTUAL-DISCREPANCY

130426

ODOMETER CODE

EXAMPLE 00-123456

TRK. TLR. (9) ☐MOTOR HOME CAB (8) ☐OTHER ☐LIEN CHANGE (L) ☐

ATTACH

MISS. TITLE

CORRECTION (C) ☐REBUILT (R) ☐MOTORCYCLE (7) ☐

VEHICLE IDENTIFICATION NO. (VIN)

130426

12128870

CODE: 00-ACTUAL

11-EXCEEDS LIMIT

12-NOT ACTUAL-DISCREPANCY

DECLARATION OF FORFEITURE

CITY

STATE

ZIP CODE

OWNER(S) LAST NAME, FIRST, INITIAL (& & OR; OR) FIRST, INITIAL

HATTIESBURG POLICE DEPARTMENT

CITY

STATE

ZIP CODE

1st LIENHOLDER NAME

NONE

CITY

STATE

ZIP CODE

2nd LIENHOLDER NAME

CITY

STATE

ZIP CODE

CITY

STATE

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NAME OF SELLER

AUTHORIZED SIGNATURE

BY

DATE

MO.

DAY

YR.

DATE

MO.

DAY

YR.

DATE

MO.

DAY

YR.

DATE

MO.

DAY

YR.

DATE

MO.

DAY

YR.

I, THE UNDERSIGNED, CERTIFY THAT THE VEHICLE DESCRIBED ABOVE IS OWNED BY ME AND I HEREBY MAKE APPLICATION FOR A CERTIFICATE OF TITLE FOR SAID MOTOR VEHICLE, AND THIS VEHICLE WILL NOT BE SUBJECT OF LIEN PRIOR TO RECEIPT OF TITLE UNLESS INDICATED ABOVE.

*** DISCLOSURE STATEMENT AND PRIVACY ACT NOTICE ***

DRIVER'S LICENSE NUMBERS ARE REQUIRED BY STATE LAW AND WILL BE USED IN THE ADMINISTRATION OF STATE MOTOR VEHICLE LAWS. THE COMMISSION IS AUTHORIZED TO COLLECT THE INFORMATION PURSUANT TO 42 U.S.C. § 405(G)(2)(C) AND MISS. CODE ANN. § 63-21-15. TITLES AND REGISTRATION RECORDS MAY BE RELEASED ONLY PURSUANT TO 18 U.S.C. §§ 2721-2725. FAILURE TO PROVIDE THE INFORMATION WILL RESULT IN THE DENIAL OF A CERTIFICATE OF TITLE.

OWNER'S SIGNATURE *X Hattiesburg Police Dept by Timothy Jackson A9*

(PERSONALLY SIGNED IN INK BY OWNER OR AUTHORIZED REPRESENTATIVE)

DRIVER'S LICENSE NUMBER

900000018

JOINT OWNER'S SIGNATURE

(PERSONALLY SIGNED IN INK BY OWNER OR AUTHORIZED REPRESENTATIVE)

DRIVER'S LICENSE NUMBER

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED VEHICLE HAS BEEN PHYSICALLY INSPECTED BY ME AND THAT THE V.I.N. AND DESCRIPTIVE DATA SHOWN ON THIS APPLICATION ARE CORRECT AND FURTHER, I IDENTIFIED THE PERSON SIGNING THE APPLICATION AND WITNESSED HIS SIGNATURE.

FORREST COUNTY TAX COLLECTOR

DESIGNATED AGENT

BY *J. Perkins*

AUTHORIZED SIGNATURE

CERTIFICATE OF TITLE

Form 79-001-05-7-1-000

STATE OF MISSISSIPPI

17805

ORIGINAL

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER
1LNHM87A53Y654952	LINC	2003	LS	4D	E459657-03

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL.	NEW / USED	TYPE OF VEHICLE	PASS. OR GVW
07082010		08	X	PASS	000

ODOMETER - TENTHS NOT INCLUDED

130426

NOT ACTUAL MILES

OWNER

HATTIESBURG POLICE DEPARTMENT
1 GOVERNMENT PLAZA
HATTIESBURG MS 39401

1ST LIENHOLDER (OR OWNER IF NO LIEN)

HATTIESBURG POLICE DEPARTMENT
1 GOVERNMENT PLAZA
HATTIESBURG MS 39401

DATE:

MONTH | DAY | YEAR

2ND LIENHOLDER

DATE:

MONTH | DAY | YEAR

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ BY _____
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

2ND LIEN _____ BY _____
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS



THE 08 DAY OF JULY 2010
10188350004 02187

CONTROL NUMBER
17588291

STATE TAX COMMISSION

Ed Morgan

The Mississippi State Tax Commission hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the State Tax Commission. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

VOID IF ALTERED

Lisa Hanson Studio

ED(WIN) PITTMAN, JR.

ATTORNEY AT LAW
5295 Old Hwy 11, Suite 3
Hattiesburg, MS 39402



Office: (601) 271-2713
Fax: (601) 271-2133
Cell: (601) 606-9939

FILED

April 8, 2010

Forres County, County Court Clerk
P.O. Box 922
Hattiesburg, MS 39403


FORREST COUNTY CIRCUIT CLERK

RE: Sammy Smith and Grandy Odie, Jr. vs. State of MS, and Hattiesburg Police Dept.
Case No.: 2010-02-6275

Dear Clerk:

Please be advised that I represent - Sammy Smith and Grandy Odie, Jr. In the above referenced matter.

Please find enclosed the original and a copy of the Petition to Contest Forfeiture, and a check in the amount of \$120.00 for filing fees.

Please file the original and stamp the date of filing on the copy and return it to me in the enclosed self-addressed, stamped envelope provided for your convenience.

Thank you for your attention and assistance in this matter. With kind regards, I remain

Sincerely,


Ed Pittman, Jr.

Ed, Jr., ta
Enclosures

cc: Patricia Burchell, ADA, (via facsimile: 601-545-6097)

CERTIFICATE OF TITLE

Form 79 001-05-7-1-000

STATE OF MISSISSIPPI

ORIGINAL

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER
1LNHM37A53Y654952	LINC	2003	LS	4D	E459657-02

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL.	NEW / USED	TYPE OF VEHICLE	PASS. OR GVW
03012010		08	X	PASS	000

ODOMETER - TENTHS NOT INCLUDED

128870

NOT ACTUAL MILES

OWNER

SMITH SAMUEL & GRANDY ODIE JR
1109 CHERRY ST
HATTIESBURG MS 39401

1ST LIEH HOLDER (OR OWNER IF NO LIEH)

SMITH SAMUEL & GRANDY ODIE JR
1109 CHERRY ST
HATTIESBURG MS 39401

DATE:

MONTH | DAY | YEAR

2ND LIEH HOLDER

DATE:

MONTH | DAY | YEAR

LIEH SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEH, ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF

1ST LIEH _____ BY _____
(LIEH HOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

2ND LIEH _____ BY _____
(LIEH HOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____



IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 01 DAY OF MARCH 2010
10060045001 00819

CONTROL NUMBER

STATE TAX COMMISSION
Ed Morgan

The Mississippi State Tax Commission hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the State Tax Commission. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

EXHIBIT

IN THE COUNTY COURT OF FORREST COUNTY, MISSISSIPPI

SAMMY SMITH AND GRANDY ODIE, JR.

PETITIONER/CLAIMANT

vs.

FILED

CASE NO. 0010-0396

STATE OF MISSISSIPPI,
EX REL HATTIESBURG POLICE DEPT.

RESPONDENT

RE: ONE (1) 2002/03 Lincoln LS
VIN 1LNHM87A53Y654952
Tag No: FSQ-590 and
US Currency of \$2,430.00

Forrest Adams
FORREST COUNTY CIRCUIT CLERK

PETITION TO CONTEST FORFEITURE

COMES NOW the Claimants, Sammy L. Smith and Grandy Odie, Jr. and files this, their Petition to Contest Forfeiture, and in support thereof would show unto the Court the following facts, to-wit:

I.

That the following items were seized on or about February 24, 2010 in Forrest County, Mississippi, by the Hattiesburg Police Department as follows: **ONE (1) 2002/03 Lincoln LS, VIN 1LNHM87A53Y654952 and Tag No: FSQ-590 and US Currency of \$2,430.00.** The owner of said vehicle is Samuel Smith and Grandy Odie, Jr., 1109 Cherry Street, Hattiesburg, MS 39401. (Please see attached Title for said vehicle as exhibit "A"). The Mr. Grandy Odie, co owner of the seized vehicle was never served with forfeiture papers.

II.

That the subject property was seized pursuant to Mississippi Code 41-29-139 of 1972, as amended, which provides for the administrative forfeiture of property with a value not exceeding \$10,000.00 and which was used or intended for use in violation of the Mississippi Uniform Controlled Substances Law.

III.

That there was approximately \$2,430.00 seized on February 24, 2010 in Forrest County, Mississippi, by the Hattiesburg Police Department.

IV.

That the Claimant maintains that the subject property was not used nor intended for use in violation of the Mississippi Uniform Controlled Substances Law and for this reason, and for other reasons to be shown at a hearing on this matter, that the subject property should not be forfeited.

V.

That the Claimant respectfully requests that a hearing be held regarding this matter so that judicial review may be made of the forfeiture.

WHEREFORE, PREMISES CONSIDERED, the Claimant prays that this, his Petition to Contest Forfeiture, be received and filed; that a judicial review be made of the forfeiture of the subject property; and that upon said judicial review that the Claimant's property be returned to him; and if Claimant has prayed for insufficient or incorrect relief, that he be granted whatever relief to which he may be entitled.

This the 8th day of April, 2010.

Respectfully submitted,

SAMMY SMITH AND GRANDY ODIE, JR.,
Claimants



ED PITTMAN, JR. (MSB #4393)

Filed By:
Law Offices of Ed Pittman, Jr.
5295 Old Highway 11, Suite 3
Hattiesburg, MS 39402
Telephone: (601) 271-2713
Facsimile: (601) 271-2133

CERTIFICATE OF SERVICE

I, Ed Pittman, Jr., do hereby certify that I mailed first class postage paid this day a true and correct copy of the above Petition to Contest Forfeiture to:

Via Facsimile & U.S. Mail (601) 545-6097
Patricia Burchell
Assistant District Attorney Forrest County
P.O Box 166
Hattiesburg, MS 39403-0166

THIS, the 8th day of April, 2010.


ED PITTMAN, JR.

IN THE COUNTY COURT OF FORREST COUNTY, MISSISSIPPI

SAMMY SMITH AND GRANDY ODIE, JR.

PETITIONER/CLAIMANT

VERSUS

CAUSE NO. CO10-0396

STATE OF MISSISSIPPI,
EX REL HATTIESBURG POLICE DEPARTMENT

RESPONDENT

RE: ONE (1) 2002/03 Lincoln LS
VIN 1LNHM87A53Y654952
Tag No.: FSQ-590 and
US Currency of \$2,430.00

FILED

OCT 06 2016

Forrest
FORREST COUNTY CIRCUIT CLERK

AGREED ORDER FOR DISPOSITION OF SEIZED PROPERTY

THIS DAY THIS CAUSE came on to be heard on the Petition to Contest Forfeiture filed herein by the Petitioners/Claimants, Sammy Smith and Grandy Odie, Jr.; and the parties having reached an agreement as to the disposition of said seized property and the Court, after consideration of the matter and said agreement reached by the parties, does HEREBY FIND and ORDER as follows:

I.

That jurisdiction and venue are proper in this Court.

II.

That this contest of the forfeiture of property was brought before this Court under Miss. CODE ANN. § 41-29-153, et seq. (1972), as amended, contesting the seizure of the following personal property: One (1) 2002/03 Lincoln LS, VIN 1LNHM87A53Y654952, Tag No. FSQ-590; and Two Thousand Four Hundred Thirty Dollars in U. S. Currency (\$2,430.00), which was possessed by Claimant, Sammy Smith, at the time of his arrest in Forrest County, Mississippi, for Possession of Controlled Substance, on or about February 24, 2010.

III.

That the Claimants are the lawful owner and possessor of said seized property and have agreed to disposition of the property as provided herein.

IV.

That the seized funds have previously been forfeited by Agreed Order of this Court dated August 9, 2013.

V.

That the vehicle owned by the Claimants and and possessed by Sammy Smith at the time of his arrest, being One (1) 2002/03 Lincoln LS, VIN 1LNHM87A53Y654952, Tag No. FSQ-590, shall be returned to Sammy Smith.

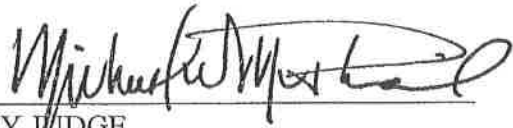
VI.

That the State of Mississippi and Hattiesburg Police Department shall return the above referenced property to Sammy Smith.

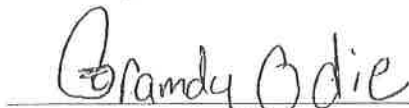
V.

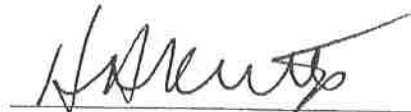
That this matter is finally and fully resolved, and is hereby dismissed.

SO ORDERED AND ADJUDGED on this the 5th day of October, 2016.



COUNTY JUDGE


SAMMY SMITH
GRANDY ODIE, JR.



H. H. KLEIN, III, MBN 4198
ATTORNEY FOR PETITIONERS/CLAIMANTS



PATRICIA W. BURCHELL, MBN 8831
DISTRICT ATTORNEY

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the following vehicle to be surplus, removed from the inventory of the Hattiesburg Police Department, and returned to the original owners Sammy Smith and Grandy Odie, Jr.; and

Year:
2003

VIN:
1LNHM87A53Y65492

Make/Model:
Lincoln LS

WHEREAS, the governing authorities of the City of Hattiesburg are authorized and empowered in their discretion to convey said vehicles in accordance with appropriate Miss Code statutes.

WHEREAS, the governing authorities of the City of Hattiesburg desire to convey one (1) 2003 Lincoln LS to be surplus, removed from the inventory of the Hattiesburg Police Department, and returned to the original owners Sammy Smith and Grandy Odie, Jr.:

NOW, THEREFORE, BE IT RESOLVED that the Hattiesburg City Council does hereby declare surplus the following vehicle:

Year: 2003 **VIN:** 1LNHM87A53Y65492 **Make/Model:** Lincoln LS

The foregoing resolution 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:

ABSENT:

The President thereby declared the motion carries and the Resolution adopted, on this the 8th day of November, A.D., 2016.

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this the 8th day of November, A.D., 2016.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR



City of Hattiesburg, MS

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

FILE NUMBER: 2016-40

MEETING DATE: 11/07/2016

MINUTE BOOK NUMBER:

Brief Title: Adopt a Resolution authorizing Requisition No. 59

Title: Adopt a Resolution authorizing Requisition No. 59 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Type: Resolution

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: 2013 Bond Resolution No. 59

File Created: 11/04/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

The City Council of the City of Hattiesburg, Mississippi (the “City”) acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. 59 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2014. 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. 59 FROM THE PROJECT FUND CONSTRUCTION
ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN
AGREEMENT, DATED AS OF DECEMBER 19, 2013, BY AND BETWEEN
THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.**

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

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 59 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$ 65,154.97 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. 59 from the Project Fund Construction Account under the Loan in the total aggregate amount of **Sixty-Five Thousand One Hundred Fifty-Four and 97/100 Dollars (\$ 65,154.97)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. 59 in the total aggregate amount of **Sixty-Five Thousand One Hundred Fifty-Four and 97/100 Dollars (\$ 65,154.97)** 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 **8th day of November, 2016.**

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **8th day of November, 2016.**

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: 59

DATE OF REQUISITION: 11/8/2016

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Griner Drilling Services Inc. P.O. Drawer 825 1014 HWY 98 East Columbia, MS 39429	105695.7245.27	\$ 14,250.00	Pay App 7	1500 GPM Water Well @ Plant 1 Period: September 21 - October 20, 2016 MB 2016-54
2	T.L. Wallace 4025 HWY 35 North Columbia, MS 39429	105695.7245.52	\$ 7,359.67	Pay Est. 11	Water Improvements Ph III Period: August 27 - September 23, 2016 MB 2015-241
3	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.09	\$ 7,725.00	19346	Wesley WTP Well Period: September 24 - October 22, 2016 MB 2011-4/89-110 SDW #1273-W006
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	\$ 7,600.40	19369	Sewer Rate Study 2016 Period: September 24 - October 22, 2016 MB 2016-56 SDW #11231
5	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	\$ 8,842.40	19368	Water Rate Study 2016 Period: September 24 - October 22, 2016 MB 2016-56 SDW #11230

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
6	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7220.51	\$ 6,400.00	19353	Water Ph IV - Misc. Period: September 24 - October 22, 2016 MB 2011-4/89-110 SDW #1273-W009
7	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	\$ 2,557.50	19338	1500 GPM Water Well @ Plant 1 Period: September 24 - October 22, 2016 MB 2011-4/89-110 SDW #1273-W012
8	Shows, Dearman, Waits, Inc 301 Second Ave Hattiesburg, MS 39403-1711	105695.7245.11	\$ 2,000.00	19337	Water Line Ext on Old 98 and Runnels Period: September 24 - October 22, 2016 MB: 2011-4/89-110 SDW #1273-W011
9	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.52	\$ 6,090.00	19336	Water Ph III - Mobile & Bouie Period: September 24 - October 22, 2016 MB 2011-4/89-110 SDW #1273-W008
10	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7220.54	\$ 2,330.00	19335	Sewer Improvements Ph V Period: September 24 - October 22, 2016 MB 2012-1/413 SDW #1273-S005

\$ 65,154.97



Contractor's Application for Payment	
To: City of Hattiesburg (006003)	From: Griner Drilling Service, Inc. P.O. Drawer 825, 1014 Highway 98 East Columbia, MS 39429
Project: 1500 GPM Water Well	Contract: 1500 GPM Water Well at Plant No. 1
Owner's Project No.: N/A	Contractor's Project No.: 2016M1002
Via (Engineer): SDW - Engineering Progress Attn: Kyle D. Wallace, P.E. 301 Second Avenue, Hattiesburg, MS 39401	
Engineer Project No.: N/A	
Application Period: 09/21/2016 - 10/20/2016	
Application Date: 10/20/2016	
Contractor's Application for Payment No. 7	

Application For Payment
Change Order Summary

Approved Change Orders		Number	Additions	Deductions
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

1. ORIGINAL CONTRACT PRICE.....	\$	\$448,000.00
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 ± 2).....	\$	\$448,000.00
4. TOTAL COMPLETED AND STORED TO DATE		
5. RETAINAGE:		
a. 5%.....	X	\$448,000.00
b. Stored Material.....	X	\$22,400.00
c. Total Retainage (Line 5a + Line 5b).....		\$22,400.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$425,600.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$411,350.00
8. AMOUNT DUE THIS APPLICATION.....	\$	\$14,250.00
9. BALANCE TO FINISH, PLUS RETAINAGE		
(Column 6 on Progress Estimate + Line 5 above).....	\$	\$22,400.00

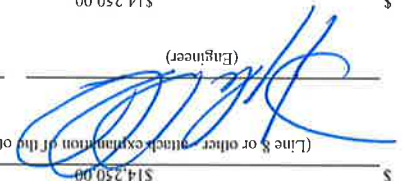
Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (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: 10/20/2016

Payment of: \$14,250.00

is recommended by:  (Engineer)

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

Payment of: \$14,250.00

is approved by: _____ (Owner)

(Date) _____

Approved by: _____

(Date) _____

Funding Agency (if applicable) _____

(Date) _____

105495.7245.27
2016 - 54

Progress Estimate - Unit Price Work

Contractor's Application

[illegible]

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

Project: Comp. Water Improvements Phase III - Mobile & Bouie St. Area
City of Hattiesburg
Contractor: T.L. Wallace
4025 Hwy. 35 North, Columbia, MS 39429
Pay Estimate No.: Eleven (11)

Date: 10-11-2016

Pay Period: August 27 - September 23, 2016

Item	Item Description	Total Quantities			Unit	Amount
No.		Quantity	Allowed This Period	Allowed To Date	Unit	

CONTRACT TOTAL: \$1,722,687.00

Site 1 - Columbia, Eupora, Lake, Philipps & W 5th Streets

Water Pipe Items

1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	40		25.00	LF	\$	15.00	\$	375.00
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,310		1327.00	LF	\$	23.00	\$	30,521.00
3	8" Class 350 Ductile Iron Water Pipe (Open Cut)	920		902.00	LF	\$	25.00	\$	22,550.00

Connection Items

4	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$	2,500.00	\$	2,500.00
5	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	1		1.00	Each	\$	1,600.00	\$	1,600.00
6	Connection: Proposed 6" Water Line to Proposed 6" Water Line (Tee & other fittings)	1		1.00	Each	\$	1,500.00	\$	1,500.00
7	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	3		3.00	Each	\$	1,900.00	\$	5,700.00
8	Connection: Proposed 6" Water Line to Existing 2" Water Line (Tee & other fittings)	1		1.00	Each	\$	1,200.00	\$	1,200.00

Valve and Hydrant Items

9	2" Gate Valve	1		2.00	Each	\$	550.00	\$	1,100.00
10	6" Gate Valve	2		2.00	Each	\$	775.00	\$	1,550.00
11	8" Gate Valve	1		1.00	Each	\$	1,100.00	\$	1,100.00
12	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	4		4.00	Each	\$	3,325.00	\$	13,300.00

Water Service Items

13	Service Tubing (Bored) (Size Varies to 1 1/2") Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	215		127.00	LF	\$	24.00	\$	3,048.00
14	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1		2.00	Each	\$	430.00	\$	860.00

Miscellaneous Construction Items

16	Concrete Pavement Repair (All Depths)	115		79.70	SY	\$	120.00	\$	9,564.00
17	Asphalt Pavement Repair (All Depths)	500		281.50	SY	\$	88.00	\$	24,772.00
18	Concrete Curb & Gutter Repair (All Types)	166			LF	\$	35.00	\$	-
19	Concrete Sidewalk Repair	17		15.60	SY	\$	130.00	\$	2,028.00
20	Temporary Erosion Control	1		0.90	LS	\$	2,400.00	\$	2,160.00
21	Grassing	1			LS	\$	800.00	\$	-
22	Mobilization	1		1.00	LS	\$	17,000.00	\$	17,000.00
23	Maintenance of Traffic	1		0.95	LS	\$	2,400.00	\$	2,280.00

Sub-total \$ 150,978.00

Site 2 - Montague Street

Water Pipe Items

1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	20		8.00	LF	\$	40.00	\$	320.00
2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	650		636.00	LF	\$	26.00	\$	16,536.00

Connection Items

3	Connection: Proposed 8" Water Line to Existing 20" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$	8,550.00	\$	8,550.00
4	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	1		1.00	Each	\$	1,500.00	\$	1,500.00

Valve and Hydrant Items

5	6" Gate Valve	2		2.00	Each	\$	775.00	\$	1,550.00
6	8" Gate Valve	1		1.00	Each	\$	1,100.00	\$	1,100.00
7	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	1		1.00	Each	\$	3,325.00	\$	3,325.00

Water Service Items

8	Service Tubing (Bored) (Size Varies to 1 1/2")	180		168.00	LF	\$	24.00	\$	4,032.00
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1056015.7245,52
2015-241

Item No.	Item Description	Total Quantities			Unit	Unit	
		Quantity On Contract	Allowed This Period	Allowed To Date		Price	Amount
9	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	15		15.00	Each	\$ 285.00	\$ 4,275.00
	Miscellaneous Construction Items						
10	Concrete Pavement Repair (All Depths)	38			SY	\$ 124.00	\$ -
11	Asphalt Pavement Repair (All Depths)	92		25.20	SY	\$ 95.00	\$ 2,394.00
12	Concrete Curb & Gutter Repair (All Types)	25			LF	\$ 52.00	\$ -
13	Temporary Erosion Control	1		0.95	LS	\$ 750.00	\$ 712.50
14	Grassing	1			LS	\$ 800.00	\$ -
15	Mobilization	1		1.00	LS	\$ 4,000.00	\$ 4,000.00
16	Maintenance of Traffic	1		0.95	LS	\$ 900.00	\$ 855.00
						Sub-total	\$ 49,149.50
	Site 3 - McLaurin Street						\$46,565.00
	Water Pipe Items						
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	660		638.00	LF	\$ 23.00	\$ 14,674.00
	Connection Items						
2	Connection: Proposed 6" Water Line to Existing 20" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 8,550.00	\$ 8,550.00
3	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 1,900.00	\$ 1,900.00
	Valve and Hydrant Items						
4	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	1		1.00	Each	\$ 3,325.00	\$ 3,325.00
	Water Service Items						
5	Service Tubing (Bored) (Size Varies to 1 1/2") Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	70		40.00	LF	\$ 24.00	\$ 960.00
6	Miscellaneous Construction Items	3		3.00	Each	\$ 285.00	\$ 855.00
7	Concrete Pavement Repair (All Depths)	20			SY	\$ 124.00	\$ -
8	Asphalt Pavement Repair (All Depths)	35		16.00	SY	\$ 95.00	\$ 1,520.00
9	Concrete Curb & Gutter Repair (All Types)	40			LF	\$ 63.00	\$ -
10	Concrete Sidewalk Repair	2			SY	\$ 150.00	\$ -
11	Temporary Erosion Control	1		0.95	LS	\$ 750.00	\$ 712.50
12	Grassing	1			LS	\$ 800.00	\$ -
13	Mobilization	1		1.00	LS	\$ 4,000.00	\$ 4,000.00
14	Maintenance of Traffic	1		0.95	LS	\$ 900.00	\$ 855.00
						Sub-total	\$ 37,351.50
	Site 4 - E 9th, Coit, E 10th, Lula, Inez, Allen, Gravel, Heiddle & Kinnard St's						\$544,752.00
	Water Pipe Items						
1	1" Sch 80 PVC (Open Cut)	10			LF	\$ 15.00	\$ -
2	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	\$ 20.00	\$ -
3	4" Class 350 Ductile Iron Water Pipe (Open Cut)	20		2.00	LF	\$ 30.00	\$ 60.00
4	6" Class 350 Ductile Iron Water Pipe (Open Cut)	3,670		3,407.00	LF	\$ 23.00	\$ 78,361.00
5	8" Class 350 Ductile Iron Water Pipe (Open Cut)	2,875		2,972.00	LF	\$ 26.00	\$ 77,272.00
6	12" Class 350 Ductile Iron Water Pipe (Open Cut)	1,030		1007.00	LF	\$ 45.00	\$ 45,315.00
7	16" 200 PSI, DR9, HDPE (Open Cut) (Incl. adapter fittings)	100		100.00	LF	\$ 87.00	\$ 8,700.00
8	20" Steel Casing, 0.25" WT (Bored)	80		80.00	LF	\$ 138.00	\$ 11,040.00
	Connection Items						
9	Connection: Proposed 12" Water Line to Proposed 8" & 6" Water Lines (Cross & other fittings)	1		1.00	Each	\$ 2,200.00	\$ 2,200.00
10	Connection: Proposed 12" Water Line to Existing 12" Water Line (Hot Tap w/ Valve Assembly)	2		2.00	Each	\$ 3,950.00	\$ 7,900.00
11	Connection: Proposed 8" Water Line to Existing 12" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 2,550.00	\$ 2,550.00
12	Connection: Proposed 8" Water Line to Existing 6" Water Line (Cross & other fittings)	1			Each	\$ 2,000.00	\$ -
13	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	1		1.00	Each	\$ 1,600.00	\$ 1,600.00
14	Connection: Proposed 8" Water Line to Existing 4" Water Line (Tee & other fittings)	1			Each	\$ 1,400.00	\$ -
15	Connection: Proposed 8" Water Line to Proposed 6" Water Line (Tee & other fittings)	3		3.00	Each	\$ 1,800.00	\$ 5,400.00

Item No.	Item Description	Total Quantities			Unit	Unit		Amount
		Quantity On Contract	Allowed This Period	Allowed To Date		Price	Amount	
16	Connection: Proposed 6" Water Line to Proposed 6" Water Line (Tee & other fittings)	1			Each	\$1,400.00	\$ -	
17	Connection: Proposed 6" Water Line to Existing 6" Water Line (Cross & other fittings)	1		1.00	Each	\$ 1,500.00	\$ 1,500.00	
18	Connection: Proposed 6" Water Line to Existing 6" Water Line (Tee & other fittings)	3			Each	\$ 1,600.00	\$ -	
19	Connection: Proposed 6" Water Line to Existing 1" Water Line (Hot Tap w/ Valve Assembly)	1			Each	\$ 375.00	\$ -	
20	Connection: Proposed 4" Water Line to Existing 2" Water Line (Straight Connection & other fittings)	1		1.00	Each	\$ 275.00	\$ 275.00	
	Valve and Hydrant Items							
21	4" Gate Valve	1		1.00	Each	\$ 700.00	\$ 700.00	
22	6" Gate Valve	18		14.00	Each	\$ 775.00	\$ 10,850.00	
23	8" Gate Valve	11		11.00	Each	\$ 1,100.00	\$ 12,100.00	
24	12" Gate Valve	4		4.00	Each	\$ 2,000.00	\$ 8,000.00	
25	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	18		18.00	Each	\$ 3,325.00	\$ 59,850.00	
	Water Service Items							
26	Service Tubing (Bored) (Size Varies to 1 1/2") Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	1,240		1015.00	LF	\$ 24.00	\$ 24,360.00	
27	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	56		59.00	Each	\$ 275.00	\$ 16,225.00	
28	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	2			Each	\$ 1,000.00	\$ -	
29	Miscellaneous Construction Items	6		1.00	Each	\$ 433.00	\$ 433.00	
30	Removal of Fire Hydrant and Appurtenances	2		2.00	Each	\$ 250.00	\$ 500.00	
31	Concrete Paved Ditch	4			CY	\$ 675.00	\$ -	
32	Concrete Pavement Repair (All Depths)	78			SY	\$ 115.00	\$ -	
33	Asphalt Pavement Repair (All Depths)	954		274.70	SY	\$ 86.00	\$ 23,624.20	
34	Concrete Sidewalk Repair	26			SY	\$ 130.00	\$ -	
35	Temporary Erosion Control	1		0.90	LS	\$ 5,500.00	\$ 4,950.00	
36	Grassing	1		0.25	LS	\$ 2,500.00	\$ 625.00	
37	Mobilization	1		1.00	LS	\$ 37,000.00	\$ 37,000.00	
						Sub-total	\$ 441,390.20	
	Site 5 - Atlanta Street						\$121,974.00	
	Water Pipe Items							
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20	137.50	137.50	LF	\$ 20.00	\$ 2,750.00	
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	20		8.00	LF	\$ 30.00	\$ 240.00	
3	8" Class 350 Ductile Iron Water Pipe (Open Cut)	1,410		1406.00	LF	\$ 26.00	\$ 36,556.00	
	Connection Items							
4	Connection: Proposed 8" Water Line to Existing 12" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 2,600.00	\$ 2,600.00	
5	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 2,600.00	\$ 2,600.00	
6	Connection: Proposed 8" Water Line to Existing 6" Water Line (Cross & other fittings)	1		1.00	Each	\$ 1,800.00	\$ 1,800.00	
7	Connection: Proposed 8" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	2			Each	\$ 700.00	\$ -	
	Valve and Hydrant Items							
8	6" Gate Valve	2		2.00	Each	\$ 775.00	\$ 1,550.00	
9	8" Gate Valve	2		2.00	Each	\$ 1,100.00	\$ 2,200.00	
10	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	3		3.00	Each	\$ 3,225.00	\$ 9,675.00	
	Water Service Items							
11	Service Tubing (Bored) (Size Varies to 1 1/2") Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	640		444.00	LF	\$ 24.00	\$ 10,656.00	
12	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	25		27.00	Each	\$ 290.00	\$ 7,830.00	
13		1			Each	\$ 435.00	\$ -	

Item No.	Item Description	Total Quantities			Unit	Unit	
		Quantity On Contract	Allowed This Period	Allowed To Date		Price	Amount
	Miscellaneous Construction Items						
14	Removal of Fire Hydrant and Appurtenances	1			Each	\$ 250.00	\$ -
15	Concrete Pavement Repair (All Depths)	55			SY	\$ 120.00	\$ -
16	Asphalt Pavement Repair (All Depths)	233		62.70	SY	\$ 88.00	\$ 5,517.60
17	Concrete Curb & Gutter Repair (All Types)	10			LF	\$ 80.00	\$ -
18	Concrete Sidewalk Repair	3			SY	\$ 130.00	\$ -
19	Temporary Erosion Control	1		0.95	LS	\$ 1,000.00	\$ 950.00
20	Grassing	1			LS	\$ 800.00	\$ -
21	Mobilization	1		1.00	LS	\$ 7,300.00	\$ 7,300.00
22	Maintenance of Traffic	1		0.95	LS	\$ 1,800.00	\$ 1,710.00
						Sub-total	\$ 93,934.60
	Site 6 - E 9th Street						\$83,249.00
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	40			LF	\$ 15.00	\$ -
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	\$ 30.00	\$ -
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	920		887.00	LF	\$ 22.00	\$ 19,514.00
	Connection Items						
4	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	2		2.00	Each	\$ 1,900.00	\$ 3,800.00
5	Connection: Proposed 6" Water Line to Existing 4" Water Line (Tee & other fittings)	1			Each	\$ 1,300.00	\$ -
6	Connection: Proposed 6" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	2			Each	\$ 650.00	\$ -
	Valve and Hydrant Items						
7	4" Gate Valve	1		1.00	Each	\$ 700.00	\$ 700.00
8	8" Gate Valve	2			Each	\$ 1,100.00	\$ -
9	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	2		2.00	Each	\$ 3,325.00	\$ 6,650.00
	Water Service Items						
10	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	7		6.00	Each	\$ 285.00	\$ 1,710.00
11	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1			Each	\$ 432.00	\$ -
	Miscellaneous Construction Items						
12	Concrete Pavement Repair (All Depths)	11			SY	\$ 127.00	\$ -
13	Asphalt Pavement Repair (All Depths)	355		69.80	SY	\$ 87.00	\$ 6,072.60
14	Concrete Curb & Gutter Repair (All Types)	10			LF	\$ 85.00	\$ -
15	Concrete Sidewalk Repair	15			SY	\$ 130.00	\$ -
16	Temporary Erosion Control	1		0.70	LS	\$ 750.00	\$ 525.00
17	Grassing	1			LS	\$ 800.00	\$ -
18	Mobilization	1		1.00	LS	\$ 5,000.00	\$ 5,000.00
19	Maintenance of Traffic	1		0.70	LS	\$ 1,800.00	\$ 1,260.00
						Sub-total	\$ 45,231.60
	Site 7 - Whitney, E 8th & E 10th Streets						\$302,261.00
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20		15.00	LF	\$ 20.00	\$ 300.00
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	20		14.00	LF	\$ 30.00	\$ 420.00
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,650	187.36	1740.36	LF	\$ 22.00	\$ 38,287.92
4	8" Class 350 Ductile Iron Water Pipe (Open Cut)	2,325		2224.00	LF	\$ 26.00	\$ 57,824.00
	Connection Items						
5	Connection: Proposed 8" Water Line to Proposed 8" Water Line (Tee & other fittings)	1			Each	\$ 1,600.00	\$ -
6	Connection: Proposed 8" Water Line to Proposed 6" Water Line (Tee & other fittings)	1		1.00	Each	\$ 1,600.00	\$ 1,600.00
7	Connection: Proposed 8" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1		2.00	Each	\$ 2,500.00	\$ 5,000.00
8	Connection: Proposed 8" Water Line to Existing 6" Water Line (Cross & other fittings)	1		1.00	Each	\$ 2,000.00	\$ 2,000.00
9	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	2			Each	\$ 1,900.00	\$ -
10	Connection: Proposed 8" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 650.00	\$ 650.00

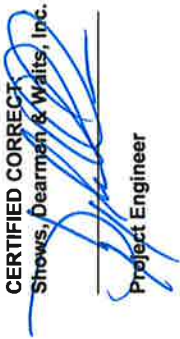
Item No.	Item Description	Total Quantities			Unit	Unit	
		Quantity On Contract	Allowed This Period	Allowed To Date		Price	Amount
11	Connection: Proposed 8" Water Line to Existing 1" Water Line (Hot Tap w/ Valve Assembly)	2		2.00	Each	\$ 400.00	\$ 800.00
12	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1		5.00	Each	\$ 1,900.00	\$ 9,500.00
13	Connection: Proposed 6" Water Line to Existing 6" Water Line (Cross & other fittings)	1			Each	\$ 1,900.00	\$ -
14	Connection: Proposed 6" Water Line to Existing 4" Water Line (Cross & other fittings)	1		1.00	Each	\$ 1,800.00	\$ 1,800.00
	Valve and Hydrant Items						
15	4" Gate Valve	2		2.00	Each	\$ 700.00	\$ 1,400.00
16	6" Gate Valve	12		5.00	Each	\$ 800.00	\$ 4,000.00
17	8" Gate Valve	7		4.00	Each	\$ 1,100.00	\$ 4,400.00
18	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	6	1.00	6.00	Each	\$ 3,325.00	\$ 19,950.00
	Water Service Items						
19	Service Tubing (Bored) (Size Varies to 1 1/2") Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	755		526.00	LF	\$ 24.00	\$ 12,624.00
20	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1			Each	\$ 432.00	\$ -
	Miscellaneous Construction Items						
22	Removal of Fire Hydrant and Appurtenances	3	2.00	2.00	Each	\$ 250.00	\$ 500.00
23	Concrete Pavement Repair (All Depths)	155			SY	\$ 115.00	\$ -
24	Asphalt Pavement Repair (All Depths)	759		200.90	SY	\$ 86.00	\$ 17,277.40
25	Concrete Curb & Gutter Repair (All Types)	50			LF	\$ 50.00	\$ -
26	Concrete Sidewalk Repair	12			SY	\$ 130.00	\$ -
27	Temporary Erosion Control	1		0.70	LS	\$ 5,900.00	\$ 4,130.00
28	Grassing	1			LS	\$ 1,500.00	\$ -
29	Mobilization	1		1.00	LS	\$19,500.00	\$ 19,500.00
30	Maintenance of Traffic	1		0.80	LS	\$ 2,350.00	\$ 1,880.00
					Sub-total	\$	\$ 214,283.32
	Site 8 - E 6th Street						\$84,447.00
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20	55.00	55.00	LF	\$ 20.00	\$ 1,100.00
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	980		1075.00	LF	\$ 23.00	\$ 24,725.00
	Connection Items						
3	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	2		3.00	Each	\$ 1,900.00	\$ 5,700.00
4	Connection: Proposed 6" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	1	1.00	1.00	Each	\$ 650.00	\$ 650.00
	Valve and Hydrant Items						
5	6" Gate Valve	2		4.00	Each	\$ 800.00	\$ 3,200.00
6	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	3		3.00	Each	\$ 3,325.00	\$ 9,975.00
	Water Service Items						
7	Service Tubing (Bored) (Size Varies to 1 1/2") Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	80		72.00	LF	\$ 24.00	\$ 1,728.00
8		7		6.00	Each	\$ 285.00	\$ 1,710.00
	Miscellaneous Construction Items						
9	Concrete Pavement Repair (All Depths)	44			SY	\$ 122.00	\$ -
10	Asphalt Pavement Repair (All Depths)	301			SY	\$ 89.00	\$ -
11	Concrete Curb & Gutter Repair (All Types)	20			LF	\$ 65.00	\$ -
12	Concrete Sidewalk Repair	2			SY	\$ 130.00	\$ -
13	Temporary Erosion Control	1		0.60	LS	\$ 750.00	\$ 450.00
14	Grassing	1			LS	\$ 800.00	\$ -
15	Mobilization	1		1.00	LS	\$ 5,400.00	\$ 5,400.00
16	Maintenance of Traffic	1		0.60	LS	\$ 900.00	\$ 540.00
					Sub-total	\$	\$ 55,178.00
	Site 9 - E 5th & Short E 5th Streets & Ferguson Alley						\$112,215.00
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20		10.00	LF	\$ 20.00	\$ 200.00
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	230		207.00	LF	\$ 30.00	\$ 6,210.00

Item No.	Item Description	Total Quantities			Unit	Unit	
		Quantity On Contract	Allowed This Period	Allowed To Date		Price	Amount
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,090		1062.00	LF	\$ 23.00	\$ 24,426.00
	Connection Items						
4	Connection: Proposed 6" Water Line to Proposed 6" & 4" Water Lines (Tee & other fittings)	1	1.00	1.00	Each	\$ 1,500.00	\$ 1,500.00
5	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	2	1.00	2.00	Each	\$1,900.00	\$ 3,800.00
6	Connection: Proposed 4" Water Line to Existing 2" Water Line (Straight Connection & other fittings)	1	1.00	1.00	Each	\$300.00	\$ 300.00
	Valve and Hydrant Items						
7	4" Gate Valve	1		1.00	Each	\$ 700.00	\$ 700.00
8	6" Gate Valve	1		2.00	Each	\$ 800.00	\$ 1,600.00
9	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	4		4.00	Each	\$ 3,325.00	\$ 13,300.00
	Water Service Items						
10	Service Tubing (Bored) (Size Varies to 1 1/2") Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	60	82.00	128.00	LF	\$ 24.00	\$ 3,072.00
11	Miscellaneous Construction Items						
12	Removal of Fire Hydrant and Appurtenances	1	1.00	1.00	Each	\$ 250.00	\$ 250.00
13	Concrete Pavement Repair (All Depths)	13			SY	\$ 150.00	\$ -
14	Asphalt Pavement Repair (All Depths)	460			SY	\$ 88.00	\$ -
15	Concrete Curb & Gutter Repair (All Types)	20			LF	\$ 65.00	\$ -
16	Concrete Sidewalk Repair	2			SY	\$ 130.00	\$ -
17	Temporary Erosion Control	1		0.50	LS	\$ 1,000.00	\$ 500.00
18	Grassing	1			LS	\$ 800.00	\$ -
19	Mobilization	1		1.00	LS	\$ 7,000.00	\$ 7,000.00
20	Maintenance of Traffic	1		0.50	LS	\$ 2,400.00	\$ 1,200.00
						Sub-total	\$ 65,483.00
	Site 10 - River, E 6th & E 5th Streets & Beta Avenue						\$180,977.00
	Water Pipe Items						
1	1" Sch 80 PVC (Open Cut)	10			LF	\$ 15.00	\$ -
2	2" Class 350 Ductile Iron Water Pipe (Open Cut)	270		244.00	LF	\$ 20.00	\$ 4,880.00
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	2,760		2504.00	LF	\$ 23.00	\$ 57,592.00
	Connection Items						
4	Connection: Proposed 6" Water Line to Proposed 6" Water Line (Tee & other fittings)	1	1.00	1.00	Each	\$ 1,300.00	\$ 1,300.00
5	Connection: Proposed 6" Water Line to Proposed 6" & 2" Water Lines (Tee & other fittings)	1	1.00	1.00	Each	\$ 1,400.00	\$ 1,400.00
6	Connection: Proposed 6" Water Line to Proposed 6" & Existing 2" Water Lines (Tee & other fittings)	1	1.00	1.00	Each	\$1,100.00	\$ 1,100.00
7	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$1,900.00	\$ 1,900.00
8	Connection: Proposed 6" Water Line to Existing 6" Water Line (Tee & other fittings)	1	1.00	1.00	Each	\$ 1,400.00	\$ 1,400.00
9	Connection: Proposed 6" Water Line to Existing 6" Water Line (Straight Connection & other fittings)	1	1.00	1.00	Each	\$ 600.00	\$ 600.00
10	Connection: Proposed 2" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 850.00	\$ 850.00
11	Connection: Proposed 2" Water Line to Existing 2" Water Line (Tee & other fittings)	1	1.00	1.00	Each	\$ 400.00	\$ 400.00
	Valve and Hydrant Items						
12	2" Gate Valve	2		1.00	Each	\$ 600.00	\$ 600.00
13	6" Gate Valve	6		6.00	Each	\$ 800.00	\$ 4,800.00
14	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	6		6.00	Each	\$ 3,325.00	\$ 19,950.00
15	Blow-Off Valve w/ Appurtenances (Incl. Tee, Valve, Pipe & other fittings)	1		1.00	Each	\$ 900.00	\$ 900.00
	Water Service Items						
16	Service Tubing (Bored) (Size Varies to 1 1/2")	60	64.00	64.00	LF	\$ 24.00	\$ 1,536.00

Item No.	Item Description	Total Quantities			Unit	Unit		Amount
		Quantity	Allowed This Period	Allowed To Date		Price		
		On Contract						
17	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	19		12	Each	\$ 285.00	\$ 3,420.00	
	Miscellaneous Construction Items							
18	Removal of Fire Hydrant and Appurtenances	2			Each	\$ 250.00	\$ -	
19	Concrete Pavement Repair (All Depths)	39			SY	\$ 120.00	\$ -	
20	Asphalt Pavement Repair (All Depths)	469			SY	\$ 88.00	\$ -	
21	Concrete Curb & Gutter Repair (All Types)	20			LF	\$ 65.00	\$ -	
22	Concrete Sidewalk Repair	8			SY	\$ 130.00	\$ -	
23	Temporary Erosion Control	1			LS	\$ 2,200.00	\$ -	
24	Grassing	1			LS	\$ 1,500.00	\$ -	
25	Mobilization	1			LS	\$ 15,000.00	\$ -	
26	Maintenance of Traffic	1			LS	\$ 1,800.00	\$ -	
					Sub-total	\$	142,784.00	
					TOTAL SITES 1-10	\$	1,295,763.72	

Total Earned - Regular Work	\$ 1,295,763.72
Less 5% Retainage	\$ 64,788.19
Stored Materials	\$ 27,999.40
Total Due - Regular Work	1,258,974.93
Less Previous Payments	\$ 1,251,615.26
Net Amount Due This Estimate	\$ 7,359.67
Less Deductions	\$ -
Net Payment Due	\$ 7,359.67

Percent Complete: 75%
Time Elapsed to date: 104%

CERTIFIED CORRECT
Shows, Dearman & Waits, Inc.

Project Engineer

APPROVED:

OWNER



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

October 26, 2016
Project No: 1273-W006
Invoice No: 19346

Project Manager John Weeks
Project 1273-W006 Wesley WTP Well
Professional Services from September 24, 2016 to October 22, 2016

Construction Cost 459,000.00
Fee Percentage 9.00
Total Fee 41,310.00

Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Phase Services	100.00	41,310.00	100.00	41,310.00	33,585.00	7,725.00
Totals		41,310.00		41,310.00	33,585.00	7,725.00
Total Fee						7,725.00
Total this Invoice						\$7,725.00

Outstanding Invoices

Number	Date	Balance
18093	7/1/2014	-4,290.00
19091	5/3/2016	489.80
Total		-3,800.20

Total Now Due \$3,924.80

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

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2011-4/89-110 42



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

October 27, 2016
Project No: 11231
Invoice No: 19369

Project Manager Shea McNease
Project 11231 Sewer Rate Study - 2016
Professional Services from September 24, 2016 to October 22, 2016

Total Fee	76,004.00		
Percent Complete	50.00	Total Earned	38,002.00
		Previous Fee Billing	30,401.60
		Current Fee Billing	7,600.40
		Total Fee	7,600.40
		Total this Invoice	\$7,600.40

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

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CITY OF HATTIESBURG

P. O. BOX 1898

HATTIESBURG, MS 39403-1898

October 27, 2016

Project No:

11230

Invoice No:

19368

Project Manager Shea McNease

Project 11230

Water Rate Study -2016

Professional Services from September 24, 2016 to October 22, 2016

Total Fee	88,424.00		
Percent Complete	60.00	Total Earned	53,054.40
		Previous Fee Billing	44,212.00
		Current Fee Billing	8,842.40
		Total Fee	8,842.40
		Total this Invoice	\$8,842.40

Outstanding Invoices

Number	Date	Balance
19303	9/28/2016	8,842.40
Total		8,842.40
	Total Now Due	\$17,684.80

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

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

October 27, 2016
Project No: 1273-W009
Invoice No: 19353

Project Manager Bennie Sellers
Project 1273-W009 ComSWIP Water - Phase IV - Misc.
Professional Services from September 24, 2016 to October 22, 2016

Phase DD Water Phase IV - Design Phase Services

Professional Personnel

	Hours	Rate	Amount
GRADUATE ENGINEER			
Riley, Ivy	41.50	100.00	4,150.00
PROJECT ENGINEER			
Sellers, Bennie	15.00	150.00	2,250.00
Totals	56.50		6,400.00
Total Labor			
		Total this Phase	\$6,400.00
		Total this Invoice	\$6,400.00

Outstanding Invoices

Number	Date	Balance
19325	10/3/2016	5,775.00
Total		5,775.00
	Total Now Due	\$12,175.00

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

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

October 26, 2016
Project No: 1273-W012
Invoice No: 19338

Project Manager Kyle Wallace
Project 1273-W012 1500 GPM Water Well @ Plant No. 1
Professional Services from September 25, 2016 to October 22, 2016
Phase CM Construction Management

Construction Cost 448,000.00
Fee Percentage 9.00
Total Fee 40,320.00

Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Phase Services	100.00	40,320.00	100.00	40,320.00	40,320.00	0.00
Totals				40,320.00	40,320.00	0.00
Total Fee 0.00						

Professional Personnel

	Hours	Rate	Amount
GRADUATE ENGINEER Riley, Ivy	10.50	105.00	1,102.50
CONSTRUCTION OBSERVER Riley, Ivy	1.00	105.00	105.00
PROJECT ENGINEER Sellers, Bennie	2.00	150.00	300.00
Wallace, Kyle	6.00	175.00	1,050.00
Totals	19.50		2,557.50
Total Labor			2,557.50
Total this Phase			\$2,557.50
Total this Invoice			\$2,557.50

Outstanding Invoices

Number	Date	Balance
19315	9/28/2016	12,790.00
Total		12,790.00

Total Now Due \$15,347.50

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

October 26, 2016

Project No: 1273-W011

Invoice No: 19337

Project Manager Kyle Wallace

Project 1273-W011

Water Line Ext on Old 98 and Runnels

Professional Services from September 25, 2016 to October 22, 2016

Professional Personnel

ENGINEERING INTERN

Joseph, Marcelin

PROJECT ENGINEER

Wallace, Kyle

Hours	Rate	Amount
5.00	100.00	500.00
10.00	150.00	1,500.00
15.00		2,000.00

Totals

Total Labor

2,000.00

Total this Invoice \$2,000.00

Outstanding Invoices

Number	Date	Balance
19311	9/28/2016	1,060.00
Total		1,060.00

Total Now Due \$3,060.00

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

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

October 26, 2016
Project No: 1273-W008
Invoice No: 19336

Project Manager	Kyle Wallace		
Project	1273-W008		
ComSWIP Water Phase III - Mobile & Boule			
Professional Services from September 25, 2016 to October 22, 2016			
Phase	CM	Mobile & Boule - Construction Phase Svc	
Professional Personnel			
CONSTRUCTION OBSERVER			
Jackson, Terry	Hours	Rate	Amount
FIELD CREW	49.00	85.00	4,165.00
Crew, Field	7.50	175.00	1,312.50
PROJECT ENGINEER	3.50	175.00	612.50
Wallace, Kyle	60.00		6,090.00
Totals			6,090.00
Total Labor		Total this Phase	\$6,090.00
		Total this Invoice	\$6,090.00

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

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

October 26, 2016
Project No: 1273-S005
Invoice No: 19335

Project Manager Kyle Wallace
Project 1273-S005 ComSWIP Sewer Phase V
Professional Services from September 25, 2016 to October 22, 2016
Phase DD Phase V - Design Services

Professional Personnel

	Hours	Rate	Amount
CADD TECHNICIAN I			
Sullivan, Richard	1.00	105.00	105.00
PROJECT ENGINEER			
Sellers, Bennie	5.50	150.00	825.00
Wallace, Kyle	8.00	175.00	1,400.00
Totals	14.50		2,330.00
Total Labor		Total this Phase	\$2,330.00
		Total this Invoice	\$2,330.00

Outstanding Invoices

Number	Date	Balance
19319	9/29/2016	22,595.00
Total		22,595.00
	Total Now Due	\$24,925.00

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

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

105095.7220.54
2012-1/413
LR



**City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of November 1, 2016**

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
1500 GPM Water Well @ Plant No 1	16,807.50	514,891.83
18" Sewer Trunk Lines		1,462,533.86
Clear Sewer ROW & Easements		30,022.50
Comprehensive Sanitary Sewer Study Task 1		6,300.00
Construction of Drying Bed at North Lagoon		18,000.00
Hwy 98 Booster Station		43,522.75
Hwy 98 Elevated Water Tank		113,226.30
Hwy 98 Fire Lines		48,652.50
Inflow and Infiltration Study		4,096,939.46
James St Water Well # 3		629,887.99
No-Discharge Wastewater Treatment System		292,127.60
NS Task 10 South Lagoon Sampling		43,676.87
NS Task 7 Wastewater Treatment Phase A		3,272,829.24
NS Task 7 WWTP Phase B Final Design		2,728,989.81
NS Task 8 WWTP Access Road & Site Design2		265,151.26
NS Task 9 WWTP Land Application Mgt		223,518.92
Providence Sewer Repair		62,172.00
Sewer Improvements Ph I		123,469.75
Sewer Improvements Ph II		259,327.58
Sewer Improvements Ph III		504,373.26
Sewer Improvements Ph IV		2,690.00
Sewer Improvements Ph V	2,330.00	124,290.00
Sewer Improvements Ph VII		3,158,462.43
Sewer Rate Study 2016	7,600.40	41,802.20
Veteran's Blvd Water Connector		1,555,895.52
Water Improvements Ph I		115,051.65
Water Improvements Ph II		221,571.83
Water Improvements Ph III	13,449.67	1,596,391.76
Water Improvements Ph IV	6,400.00	132,482.50
Water Improvements Ph V		61,865.00
Water Line Old 98 & Runnels Rd	2,000.00	286,348.04
Water Rate Study 2016	8,842.40	53,054.40
Wesley Water Well # 2	7,725.00	26,840.00
WTP #2 Filter #6 Repairs		110,863.40
Grand Total	65,154.97	22,227,222.21

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

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

CITY OF HATTIESBURG, MISSISSIPPI

By:

Title: Mayor or City Clerk

(Authorized City Representative)



City of Hattiesburg, MS

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

FILE NUMBER: 2016-36

MEETING DATE: 11/07/2016

MINUTE BOOK NUMBER:

Brief Title: Adopt a Resolution authorizing Disbursement No. 9

Title: Adopt a Resolution authorizing Disbursement No. 9 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 the City of Hattiesburg.

Type: Resolution

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: Energy Performance Disbursement 9

File Created: 11/04/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Disbursement No. 9 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. 9 FROM THE ESCROW ACCOUNT IN CONNECTION WITH THAT EQUIPMENT LEASE/PURCHASE AGREEMENT DATED FEBRUARY 4, 2016, BY AND BETWEEN THE CITY AND BANC OF AMERICA PUBLIC CAPITAL CORP AND AN ESCROW AND ACCOUNT CONTROL AGREEMENT BETWEEN THE CITY AND BANK OF AMERICA, N.A., AS ESCROW AGENT, ALL IN CONNECTION WITH THAT CERTAIN PERFORMANCE CONTRACT UNDERTAKEN PURSUANT TO THE MISSISSIPPI DEVELOPMENT AUTHORITY CAPITAL LEASE PROGRAM TO FINANCE ENERGY EFFICIENCY AND CONVERSATION EQUIPMENT FOR CERTAIN FACILITIES LOCATED THROUGHOUT THE CITY, AND RELATED MATTERS.

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

Whereas, the City Council of the City now finds it necessary to approve Disbursement No. 9 from the Escrow Account under the Lease in the total aggregate amount of \$ 278,718.00 for the purpose of paying vendors in connection with the lease as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Disbursement No. 9 from the Escrow Account under the Lease in the total aggregate amount of **Two Hundred Seventy-Eight Thousand Seven Hundred Eighteen and no/100 Dollars (\$ 278,718.00)** for the purpose of paying vendors in connection with the Lease as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Bank of America, National Association, as the Escrow Agent, to disburse funds of Disbursement No. 9 in the total aggregate amount **Two Hundred Seventy-Eight Thousand Seven Hundred Eighteen and no/100 Dollars (\$ 278,718.00)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 8th day of November, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of November, 2016.

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
Johnson Control, Inc. JPM Chase One Bank Plaza Chicago, IL 60 670 ABA# 071000013 Account # 5514347	Pay App 9	\$278,718.00	Energy Performance Upgrades

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

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

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

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

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

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

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

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

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

Dated: November 8, 2016

CITY OF HATTIESBURG, MISSISSIPPI

By: _____

Mayor Johnny L. DuPree

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: _____

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

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

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

APPLICATION NO: 9
PERIOD TO: 10/31/2016
PROJECT NO: 5PYQ-0016

Distribution to:
☒ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM CONTRACTOR:

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

REMIT TO: Johnson Controls
PO Box 730068
Dallas, TX 75373

CONTRACT FOR: Energy Performance Upgrades

CONTRACT DATE: 28-Aug-15

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM \$ 7,249,714
2. Net change by Change Orders \$ 0
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 7,249,714
4. TOTAL COMPLETED & STORED TO \$ 6,145,371

DATE (Column G on G703)

5. RETAINAGE:

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

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 6,145,371

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 5,866,653
8. CURRENT PAYMENT DUE \$ 278,718

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 1,104,343

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

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 278,718

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

By: _____ Date: _____

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

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

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

CONTINUATION SHEET

MAXIMUM OF 100 APPLICATIONS AND CERTIFICATION FOR PAYMENT (Continuing)

Contractors signed certification is attached.

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

Use Column 1 on Contracts where variable retainage for line items may apply

AIA DOCUMENT G703

PROJECT NO. 38704016

APPLICATION NO.

APPLICATION DATE

PERIOD TO

27-Oct-16

31-Oct-16

A	B	C	D	E	F	G	H	I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN DOR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G - C)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D - E)	THIS PERIOD				
General Fund								
1	Lighting Upgrade	\$ 1,186,211	\$987,757	45,669	\$0	\$1,033,426	87%	\$0
2	Energy Management Control System	\$ 470,334	\$415,594	18,108	\$0	\$433,702	92%	\$0
3	Small Unitary Equipment Replacement	\$ 362,896	\$359,367	0	\$0	\$359,367	99%	\$0
4	City Hall HVAC Upgrade	\$ 593,004	\$391,868	15,000	\$0	\$406,868	69%	\$0
5	Jackie Doyle HVAC Upgrade	\$ 102,285	\$102,285	0	\$0	\$102,285	100%	\$0
6	Solar Photo-Voltaic System	\$ 33,901	\$33,901	0	\$0	\$33,901	100%	\$0
Enterprise Fund								
7	Lighting Upgrade	\$ 394,328	\$313,546	0	\$0	\$313,546	80%	\$0
8	Energy Management Control System	\$ 33,262	\$28,904	0	\$0	\$28,904	87%	\$0
9	Boiler Replacement	\$ 144,945	\$100,416	0	\$0	\$100,416	69%	\$0
10	Water Treatment Plant Control Upgrade	\$ 1,240,751	\$1,001,118	53,392	\$0	\$1,054,510	85%	\$0
11	Lift Station Control Upgrade	\$ 1,409,975	\$1,097,883	97,353	\$0	\$1,195,236	85%	\$0
12	Water Conservation Option	\$ 1,277,822	\$1,034,014	49,196	\$0	\$1,083,210	85%	\$0
GRAND TOTALS:		\$7,249,714	\$5,866,653		\$0	\$6,145,371	85%	\$0
			\$78,718		\$0	\$1,104,343		\$0



City of Hattiesburg - Energy Performance Contract

Progress Update – October 2016

Facility Improvement Measure	% Complete	Anticipated Completion Date
Lighting Upgrade	84%	February-17
Energy Management Control System	90%	March-17
Boiler Replacement	72%	December-17
- City Hall	Ongoing	
- Water Plant 2	Ongoing	
Air Conditioning Unit Replacement	85%	November-17
- Highland Cemetery (2 Units)	Complete	
- LT. Ben McNair Rec. Center (2 Units)	Complete	
- Train Depot (4 Units)	Complete	
- Jackie Dole Community Center (2 Units)	Complete	
- Dept. of Engineering Building (1 Unit)	Complete	
- Unetta St. Gym (2 Units)	Ongoing	
Water Treatment Controls Upgrade	81%	May-17
- Lift Stations	Ongoing	
- Water Treatment Plant #1	Ongoing	
- Water Treatment Plant #2	Ongoing	
Water Conservation	81%	February-16
Solar Panels @ Engineering Building	100%	
Car Charging Station @ Engineering Building	100%	

JCI Primary Contact:

Derland "Chip" Moore II - Project Manager

Cell: (504) 232-2126

derland.p.moore.ii@jci.com

Johnson Controls Energy Project Status

BLDG NAME / SITE	Completed	Ongoing	Have not started	BLDG NAME / SITE	Completed	Ongoing	Have not started	BLDG NAME / SITE	Completed	Ongoing	Have not started
Sanitation Office Facilities				Fire Station #3				Fire Station #7			
Energy Management Control System				LED Lighting (46)				LED Lighting (97)			
Public Works Facilities (5 Bldgs)				Energy Management Control System				Energy Management Control System			
LED Lighting (166)				Peoples Park				Fire Station #8			
Energy Management Control System				LED Lighting (24)				LED Lighting (86)			
Mass Transit Operations Building				Walking Trail (18th St)				Energy Management Control System			
LED Lighting (64)				Walking Trail (18th St)				Culture Center (Historic Building)			
Energy Management Control System				Walking Trail (5th St)				LED Lighting (135)			
Maintenance Shop, Traffic Control				LED Lighting (36)				Energy Management Control System			
LED Lighting (119)				C.E. Roy Community Center / 5th Street Ball				Hattiesburg Train Depot			
Energy Management Control System				Sanderford				LED Lighting (420)			
LT. Ben McNeil Recreation Center				LED Lighting (184)				Energy Management Control System			
LED Lighting (122)				WALK PARK WITH VERNAN DAHMER				HVAC upgrade (2x15 ton, 1x7.5 ton, 1x2.5 ton)			
Energy Management Control System				LED Lighting (33)				Weather stripping			
AG unit replacement (2x10 ton)				Civic Center - Parking Garage				Tatum Park Complex			
LED Lighting (69)				LED Lighting (22)				LED Lighting (242)			
W. U. Bill Siler Community Center				City Hall Building (Historic Building)				Energy Management Control System			
Energy Management Control System				LED Lighting (546)				Unetha Street Gym			
Kemper Park Facilities				Energy Management Control System				LED Lighting (25)			
LED Lighting (59)				HVAC upgrade				Energy Management Control System			
Water Billing Office				Boiler Replacement				AC unit replacement			
LED Lighting (55)				Fluid Controls Replacement				N.R. Burger Center			
San Antonio Street Soccer Complex				Solar Shades				LED Lighting (173)			
LED Lighting (10)				Weather stripping				Energy Management Control System			
Joycee Park and Fields				Fire Station #1 (New Facility)				Timberton Complex			
LED Lighting (42)				LED Lighting (118)				LED Lighting (78)			
Energy Management Control System				Water Plant #1, 2 Bldgs & Pumps				Energy Management Control System			
Hattiesburg Employee Clinic				Energy Management Control System				Atena Drive Water Tank			
LED Lighting (23)				Water treatment plant controls upgrade				LED Lighting (1)			
Energy Management Control System				Highland Cemetery				LED Lighting (4)			
City Engineering Office				LED Lighting (45)				Forrest General Water Tank and Booster Station			
LED Lighting (82)				Energy Management Control System				LED Lighting (25)			
Energy Management Control System				AC unit replacement (2 x 5 ton)				Energy Management Control System			
HVAC upgrade (5 ton to 8 ton)				Fire Department Admin Bldg				LINCOLN RD EXTENSION / LINCOLN ROAD BOOSTER STATION			
Solar shades				LED Lighting (45)				LED Lighting (8)			
Car charging station				Water Plant #2 Admin Bldg				Lincoln Rd Tank			
LED Lighting (374)				Energy Management Control System				LED Lighting (4)			
Energy Management Control System				LED Lighting (54)				LED Lighting (86)			
HVAC upgrade (2x10 ton)				Water Plant #2 Facilities, 4 Bldgs				North Lagoon Chlorine Bldg and Pump			
Solar shades				LED Lighting (272)				LED Lighting (4)			
Weather stripping				Boiler Replacement				RICHBURG ELEV. TANK, 40TH AVE			
Oseda McCarty Park Lighting / West Street Walking Trail				Fire Station #2				LED Lighting (16)			
LED Lighting (15)				LED Lighting (22)				South Lagoon - Chlorine Bldg, East Laurel Lin Station, Bucket Lift			
Energy Management Control System				Energy Management Control System				LED Lighting (4)			
Walking Trail (37th St) Beverly Hills / Leisure Park				Fire Station #4				US Hwy 98 Water Tank & Booster Station			
LED Lighting (8)				LED Lighting (59)				LED Lighting (4)			
Perry Charles Bailey Fitness and Walking Trail				Energy Management Control System				USM Tank - Storage used by USM under tank, Chlorine Bldg			
Restrooms / East Side Park Facilities				Fire Station #5				LED Lighting (4)			
LED Lighting (24)				LED Lighting (35)				Veteran's Memorial Park Facilities			
Bobby Chain Air Port Facilities				Fire Station #6				LED Lighting (33)			
LED Lighting (183)				LED Lighting (83)				W 4th St Wall & Chlorine Bldg			
Police Fire Training Building				Energy Management Control System				LED Lighting (2)			
LED Lighting (162)				City of Hattiesburg Municipal Water System Leak-Detection Sensors				Wesley Tank, Chlorine Bldg and Treatment Bldg			
Energy Management Control System								LED Lighting (17)			



City of Hattiesburg, MS

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

FILE NUMBER: 2016-49

MEETING DATE: 11/07/2016

MINUTE BOOK NUMBER:

Brief Title: Authorize Council President to execute contract(s)

Title: Authorize Council President to execute contract(s) with Carr, Riggs, and Ingram for furnishing contract audit services for the preparation and audit of the City of Hattiesburg's comprehensive annual financial report and for the general purpose financial statement of the Combined Water and Sewer System for the fiscal year ending September 30, 2016.

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: Carr, Riggs, & Ingram Agreement 2015

File Created: 11/04/2016

Budget Information:

Expenditure Type: Regular Budget.

Purchasing Item:

Publication Information:

History of Legislative File



Carr, Riggs & Ingram, LLC
282 Commerce Park Drive
Ridgeland, MS 39157

Mailing Address:
P.O. Box 2418
Ridgeland, MS 39158-2418

(601) 853-7050
(601) 853-9331 (fax)
www.cricpa.com

November 1, 2016

Mr. Carter Carroll, President
Hattiesburg City Council
P.O. Box 1898
Hattiesburg, MS 39403-1898

We are pleased to confirm our understanding of the services we are to provide for the City of Hattiesburg, Mississippi ("the City") for the year ended September 30, 2016. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which, together with the discretely presented component unit (audited by other auditors), collectively comprise the basic financial statements of the City of Hattiesburg, Mississippi, as of and for the year ended September 30, 2016. We will also audit the financial statements of the City of Hattiesburg, Mississippi Combined Water and Sewer System for the year ended September 30, 2016. Accounting standards generally accepted in the United States provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A") to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI of the City is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Information
3. Schedule of Retirement System Funding Progress

Supplementary information other than RSI, such as combining and individual fund financial statements, also accompanies the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such

information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Schedule of Expenditures of Federal and State Awards
2. Combining and Individual Non-major Fund Financial Statements and Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors report will not provide an opinion or any assurance on that other information.

1. Introductory Section
2. Statistical Section

Audit Objectives

The objective of our audits is the expression of an opinion as to whether the basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to above when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on:

- o Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- o Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements

of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose. Our audits will be conducted in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of the accounting records, a determination of major programs in accordance with Circular A-133 and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the basic financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting

principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in

accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GMP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GMP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors are limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures-Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

Mr. Carter Carroll, President
Hattiesburg City Council
November 1, 2016
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An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and OMB Circular A-133.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Government Auditing Standards requires that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2013 peer review report accompanies this letter.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs & Ingram, LLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to regulatory agencies for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Carr, Riggs & Ingram, LLC personnel. Furthermore, upon request, we may provide photocopies of selected audit documentation to regulatory agencies. The regulatory agencies may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies. The audit documentation for this engagement will be retained for a minimum of five years after the date the auditors' report is issued or for any additional period requested by the regulatory agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Elton Sims is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Engagement Fees and Report Deliverables

Our fees for these services will be based on the actual time spent, plus travel and other actual expenses (e.g., report production, typing, telephone and postage). However, our total professional fee will not exceed the amount summarized below.

Mr. Carter Carroll, President
Hattiesburg City Council
November 1, 2016
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Our invoices for the fee will be rendered each month as work progresses and are payable on presentation. We currently estimate that our fee for the audit for fiscal year 2016 will be as follows:

Perform external audit services in accordance with auditing standards generally accepted in the United States of America (GAAS):

* Comprehensive annual financial report for the City for the year ended September 30, 2016	\$	135,000
* Combined Water and Sewer System financial statements and supplementary information for the year ended September 30, 2016	\$	15,500

Actual out-of-pocket expenses will be billed separately and are not included in the fee, but will not exceed \$3,000. Our professional fee is based on the following assumptions: (i) personnel for the City will prepare schedules and analyses and provide us with supporting documents, as requested, (ii) the City's major programs and funds will be similar to the prior year, and (iii) there will be no significant changes in government services or operations.

Assuming we receive full cooperation from management and no circumstances occur which are beyond our control, we will provide a draft copy of our audit report on the financial statements for the year ended September 30, 2016 no later than May 31, 2017.

Other auditing services and financial assistance not provided for in this agreement will be agreed to and a fee established for said service prior to conducting any additional work.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

Mr. Carter Carroll, President
Hattiesburg City Council
November 1, 2016
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To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records.

Dispute Resolution

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, and, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or some other dispute resolution procedure, they will first to try in good faith to resolve the dispute through non-binding mediation. The mediation will be administered by the American Arbitration Association under its Dispute Resolution Rules for Professional Accounting and Related Services Disputes. The costs of any mediation proceedings shall be shared equally by all parties.

We appreciate the opportunity to be of service to the City of Hattiesburg, Mississippi and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the copy and return it to us.

Sincerely,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the City of Hattiesburg, Mississippi.

By: _____

Title: _____

Date: _____

Mr. Carter Carroll, President
Hattiesburg City Council
November 1, 2016
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System Review Report

January 31, 2014

To the Partners of Carr, Riggs & Ingram, LLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Carr, Riggs & Ingram, LLC (the firm) applicable to non-SEC issuers in effect for the year ended June 30, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of Carr, Riggs & Ingram, LLC applicable to non-SEC issuers in effect for the year ended June 30, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Carr, Riggs & Ingram, LLC has received a peer review rating of *pass*.

Eide Bailly LLP

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City of Hattiesburg, MS

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

FILE NUMBER: 2016-37

MEETING DATE: 11/07/2016

MINUTE BOOK NUMBER:

Brief Title: Authorize the Mayor to execute the MDOT Certificat

<u>Title:</u> Authorize the Mayor to execute the MDOT Certification Form for Sub-Awards Executive Compensation Reporting for Transparency Act.
--

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: MDOT Certification Form for Sub-Awards

File Created: 11/04/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

**MDOT Certification Form for Sub-Awards
Executive Compensation Reporting for Transparency Act**

On behalf of the entity named below, I certify that I have personally read and reviewed the executive compensation reporting requirements of the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA], and certify under penalty of perjury pursuant to Section 97-9-61, Mississippi Code of 1972, as amended, the following:

Local Entity Name: City of Hattiesburg, Mississippi

Data Universal Numbering System (DUNS) Number : 079448130 (required)

 X The local entity listed below receiving federal funds from MDOT **is not** required to report executive compensation under the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA].

 The local entity listed below receiving federal funds from MDOT **is required** to report executive compensation under the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA], listed below are the names and total annual compensation of the five most highly compensated officers of the entity:

	NAME	TOTAL ANNUAL COMPENSATION
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

The entity acknowledges that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. §§ 1001 (false statements) and 1621 (perjury), and 28 U.S.C. §1746 (declarations under penalty of perjury). The entity also acknowledges that said projects, including certifications provided in connection with such projects and grants are subject to review by the Mississippi Department of Transportation, the Mississippi State Auditor, and the Mississippi Office of Attorney General.

Entity Chief Official

Date



City of Hattiesburg, MS

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

FILE NUMBER: 2016-48

MEETING DATE: 11/07/2016

MINUTE BOOK NUMBER:

Brief Title: Authorize Mayor to execute an agreement in duplica

Title: Authorize Mayor to execute an agreement in duplicate with Shows, Dearman and Waits, Inc., to conduct a Feasibility Study in connection with the Western Beltway Phase II, in accordance with the Federal Highway Administration's guidelines for Preliminary Engineering Services for an amount not to exceed \$214,718.97 (MDOT Project Number STPD-8776-00(004)LPA/105844-812000).

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: Contract - Western Beltway Phase II

File Created: 11/04/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

PRELIMINARY ENGINEERING SERVICES CONTRACT

Feasibility Study for Proposed Western Beltway Phase II Project

Project No. **STPD-8776-00(004)LPA / 105844-812000**

Forrest County

THIS CONTRACT, is made and entered into by and between the **City of Hattiesburg, MS**, a body Politic of the State of Mississippi (the "LPA"), and, **Show, Dearman and Waits, Inc.** (the "CONSULTANT"), a Mississippi Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is 301 Second Avenue, Hattiesburg MS 39401, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform ***a feasibility study for the proposed Western Beltway between US 49 North and Interstate 59***, as provided for in Project No. STPD-8776-00(004)LPA / 105844-812000, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract;

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and any MDOT or LPA standards identified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA or until **August 27, 2018**, CDT, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2", which when approved by final execution of this CONTRACT shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule, indicating the actual time expended on specific portions of this project, shall be submitted along with an estimated percentage completed with each monthly statement.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The LPA shall retain the final 25% of the CONSULTANT's Fixed Fee until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors 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 LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA 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 LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of

this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other

intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in **Forrest** County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in **the City of Hattiesburg**, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does

not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT 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.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are 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

the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

- A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT 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 CONSULTANT 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 LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of the MDOT or the LPA's intentions to ask the LPA or CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

- B. **Cancellation or Expiration of the Order.** 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 CONSULTANT shall have the right to resume work. If the LPA 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 CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.
- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:

LaKeylah White
Director
Department of Federal and State Programs
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
Phone: 601.554.1006
Fax: 601.545.4592
lwhite@hattiesburgms.com

For Technical Matters:

Calvin Russell
MPO Division Manager
Department of Federal and State Programs
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
Phone: 601.554.6259
Fax: 601.545.4592
mpo@hattiesburgms.com

CONSULTANT:

For Contractual Matters:

John T. Weeks, P.E.
Shows, Dearman and Waits, Inc.
301 Second Avenue
Hattiesburg, Ms 39401
Phone: 601.544.1821
Fax: 601.544.0501
john@sd-w.com

For Technical Matters:

Shea McNease, P.E.
Shows, Dearman and Waits, Inc.
301 Second Avenue
Hattiesburg, Ms 39401
Phone: 601.544.1821
Fax: 601.544.0501
shea@sd-w.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. #18912-MS

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. #16793

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

CITY OF HATTIESBURG, MS

Mayor Johnny L. DuPree, Ph.D.

WITNESS this my signature in execution hereof, this the 29 day of Sept., 20 16.

SHOWS, DEARMAN, AND WAITS

BY: _____

John T. Weeks, P.E.

ATTEST: _____

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

EXHIBIT 1

MINUTES OF A SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF SHOWS, DEARMAN & WAITS, INC.

HELD MAY 23, 2016

A special meeting of the Board of Directors of Shows, Dearman & Waits, Inc. was held at the offices of the corporation in Hattiesburg, Mississippi on May 23, 2016 pursuant to a Waiver of Notice signed by all the Directors.

Directors present were Nicholas M. Connolly, Shea E. McNease and John T. Weeks. John T. Weeks served as Chairman of the meeting and Rene' R. Culpepper served as Secretary.

The Chairman brought to discussion the suggestion that Shows, Dearman & Waits, Inc. allow John T. Weeks to be authorized to sign contracts with the City of Hattiesburg, Mississippi for engineering services. After discussion, the recommendation was unanimously adopted as follows:

"RESOLVED, that the officers of the corporation agree to allow John T. Weeks authorization to sign contracts for engineering services with the City of Hattiesburg, Mississippi."

There being no further business, the meeting was adjourned.



Rene' R. Culpepper, Secretary



John T. Weeks, Chairman

EXHIBIT 2

Scope of Work

Feasibility Study for the proposed Western Beltway Phase II

Project No. STPD-8776-00(004)LPA / 105844-812000

Forrest County

As part of this Project, also referred to as the Western Beltway Feasibility Study Phase II for Hattiesburg, Mississippi, the CONSULTANT shall provide the location and feasibility of prudent alternatives based on public involvement, existing conditions, future conditions, alternative strategies, land use issues, environmental issues, traffic operations, economic evaluations, and finance considerations in accordance with the procedures of the Mississippi Department of Transportation (MDOT), the Federal Highway Administration (FHWA), and the National Environmental Policy Act (NEPA). The proposed termini of the Project for the route shall be the intersection of the Evelyn Gandy Parkway and Interstate 59 on the north end of the roadway and the intersection of Highway 49 and Peps Point Road for the southern termini.

More specifically, the Project will be comprised of the following major tasks to be performed by the CONSULTANT unless specifically stated otherwise:

I. Data Compilation

The CONSULTANT will meet with the City of Hattiesburg, Forrest County, and MDOT staff to obtain and organize readily available information in regards to the existing conditions of the study area. This will include review of plans, previous studies, relevant legislation, and other relevant documents. The CONSULTANT will further utilize online mapping, historical documentation, topography maps, environmental data, infrastructure mapping, and other information to develop a baseline of the current conditions.

II. Engineering Criteria

The CONSULTANT shall evaluate the No Build alternative with regard to traffic volume, need and deficiencies. The CONSULTANT shall research local ordinances and plans to determine requirements for a typical section and develop an appropriate typical section accordingly.

Based on the information uncovered in the initial phase of the project, the CONSULTANT will develop up to three (3) alternative alignments for evaluation. Any alignments dismissed for further evaluation will be documented for inclusion in the report. During the evaluation of each alignment the CONSULTANT will consider special design considerations, typical sections, road access, and environmental issues. The CONSULTANT shall review the alignments to determine the effects flood plain criteria may place on each alternative.

The CONSULTANT shall develop a draft purpose and need statement for the project.

III. Engineering Concepts

The CONSULTANT shall collect current 48 hour counts at selected locations which will include vehicle classification as identified below:

- A. **48-Hour Machine Counts (directional)**
 - 1. US 49 @ Peps Point Rd (All four approaches)
 - 2. Peps Point Rd @ River Rd (All three approaches)
 - 3. MS 42 (Evelyn Gandy Pkwy) @ I-59 NB Ramps
 - (All four movements - three approaches and one departure)
 - 4. MS 42 (Evelyn Gandy Pkwy) @ I-59 SB Ramps
 - (All four movements - three approaches and one departure)
 - 5. I-59 NB South of MS 42 (Evelyn Gandy Pkwy)

6. I-59 SB North of MS 42 (Evelyn Gandy Pkwy)

B. Turning Movement Counts (AM/PM Peaks)

1. US 49 @ Peps Point Rd
2. Peps Point Rd @ River Rd
3. Peps Point Rd @ J C Bryant Rd
4. River Rd @ Mini Farm Rd
5. River Rd @ Mary Magdalene Rd
6. River Rd @ Wesley Grant Rd
7. River Rd @ Braswell Rd
8. Wesley Grant Rd @ Braswell Rd
9. Eatonville Rd @ Wesley Grant Rd
10. MS 42 (Evelyn Gandy Pkwy) @ I-59 SB Ramps
11. MS 42 (Evelyn Gandy Pkwy) @ I-59 NB Ramps

The CONSULTANT shall utilize the HPFL MPO regional travel demand model to assist in traffic assignments and forecasting future traffic volume demands for the following scenarios.

- A. Existing Base Year
- B. 2020 No Build
- C. 2020 Build
- D. 2040 No Build
- E. 2040 Build

Access to all files necessary to create a street and highway computer network in the travel demand format will be provided to the CONSULTANT. The 2020 and 2040 street and highway networks will include all improvements recommended in the current financially constrained transportation plan. This will involve the CONSULTANT becoming familiar with the geographic line layer within the travel demand GIS and the methods to edit the geographic line layer.

The CONSULTANT shall utilize and become familiar with all files necessary to run the travel demand model Trip Distribution and Traffic Assignment modules included in the travel demand model. These will include friction factors and internal/external trip tables for the current and forecast years. The CONSULTANT shall verify that all model components run successfully.

TRANSCAD models for each of the scenarios will be run to produce Average Daily Traffic Volumes (ADTs). The CONSULTANT shall utilize the model output to develop growth rates/traffic pattern shifts/trends from base year to forecast year, and will utilize that information to develop projected AM and PM turning movement volumes at intersections and roadways within the study area for forecast years. The CONSULTANT shall prepare Figures to show these volumes graphically.

Intersection analyses will be conducted using latest version of Synchro/VISTRO/Sidra or other MDOT/MPO approved software for the appropriate locations. Intersection analyses shall be provided for all locations described above as well as for all proposed new intersections.

The CONSULTANT will produce summary tables displaying the AM and PM approach delays and Level of Service (for each intersection), intersection delays and Level of Service for each alternative.

The analysis performed by the CONSULTANT shall compare the level of service and v/c ratio between the roundabout, signalized and stop controlled intersections. These analyses shall be performed for existing traffic volumes, the 2020 and 2040 no build scenarios and the 2020 and 2040 build scenarios

The CONSULTANT shall obtain recent crash reports from MDOT covering a minimum of three years. The CONSULTANT shall review the crash reports in detail to determine the type of collision based on the reporting officer's description of the collision. The CONSULTANT shall identify the severity of collisions and injuries, the time of day, weather conditions, pavement conditions, lighting conditions and driver conditions as reported in the crash reports. The crash trends shall be displayed in charts and each trend should be compared to the statewide averages where applicable.

Safety analysis shall be performed for each of the proposed alternatives for all intersections and roadway segments for the study area. The safety analysis shall be developed by comparing the number and type of conflict points as well as by comparing the combined Crash Modification Factors (CMF) outlined in the Highway Safety Manual (HSM), 1st Edition, for each alternative

Each proposed conceptual alternative will be studied to determine the viability with regards to the economic impact of the facility. The CONSULTANT shall develop benefits of each alternative including no-build in terms of travel-time savings, vehicle operating cost savings and safety benefits that will feed into the overall project BCA analysis.

The CONSULTANT will complete financial feasibility calculations and benefit cost analysis for alternatives including the No Build Alternative. The CONSULTANT shall prepare a traffic study report summarizing the findings of the investigation. The CONSULTANT shall then discuss the finding of the draft traffic study report with the MPO and MDOT. Upon completion of the discussion the CONSULTANT shall prepare a final traffic study report for use in the PROJECT.

IV. Public Meetings

Upon vetting the proposed alternatives and final traffic study report a draft feasibility report will be generated, at least one (1) public meeting will be held where stakeholders will be presented with the preliminary findings of the study. The public will then be provided the opportunity to comment and provide input. The CONSULTANT will take all input into consideration as revisions are made in development of the draft report.

V. Report

Upon completion of the aforementioned tasks, a draft of the report will be compiled and disseminated to the HPFL MPO. The draft report will be delivered in bound hard copy form and shall include ten (10) copies. Once comments are received a final report will be completed by the CONSULTANT. The CONSULTANT will produce ten (10) bound hard copies of the final report for delivery to the HPFL MPO.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee with an upset limit for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT's fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this contract. Accordingly, direct salaries chargeable to this contract shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT's allowable indirect costs attributable to this contract. Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT's profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for services will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this CONTRACT.

Upon MDOT's or LPA's request, all charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

Final payment of the overhead rate costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no

event shall such an adjustment allow this CONTRACT'S cost to exceed the maximum limitation stated. Said audit of the CONSULTANT will be conducted by the LPA, or the LPA'S designated auditor at the conclusion of the CONTRACT in accordance with Federal and the LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (i.e. no meal reimbursement when there is no overnight stay).

All direct costs (except meals) must be substantiated by supporting data, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed Fee:

The CONSULTANT'S fixed fee shall be \$ 10,636.59, which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed \$214,718.97 (Total of all Charges) without the prior written consent of both parties.

FEE AND EXPENSE SUMMARY

	Primes Labor Cost & Overhead	Primes Direct Costs	Primes Fixed Fee	Sub-Consultants	Project Total
Project Total	\$88,638.24	\$2,550.00	\$10,636.59	\$112,894.14	\$214,718.97

****See Delineation of Cost Breakdown behind Exhibit 9.**

EXHIBIT 4
SAMPLE INVOICE

LOCAL PUBLIC AGENCY
ADDRESS
CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000
PERIOD , 20 THROUGH , 20
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED , 20 , AS RELATES TO
PROJECT NO. - - - - IN COUNTY, HIGHWAY .

CONSULTANT:

CUSTOMER NUMBER 0000000000 FILE NUMBER 000-000000
REPORT NUMBER: 000 through 000 FMS NUMBER 000000-000000LPA

	<u>CURRENT PERIOD</u>	<u>PREVIOUS ESTIMATE</u>	<u>TOTAL ALLOWED TO DATE</u>
DIRECT SALARIES	\$	\$	\$
* PAYROLL ADDITIVE (less FCCM)	\$	\$	\$
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)	\$	\$	\$
PAYROLL ADDITIVE w/ FCCM only	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$
AMOUNT DUE THIS INVOICE:	\$	\$	\$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 000000-000000LPA
County _____

Employee and Classification	Current Rate of Pay	Current Period Hours	Previous Period Costs	Current Period Costs	Costs To Date
DIRECT LABOR AND DIRECT COSTS					
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.00	0.00	0.00	0.00
Payroll Additives (minus FCCM)			<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Labor			0.00	0.00	0.00
Fixed Fee			0.00	0.00	0.00
Payroll additives w/ only FCCM (Direct Labor * FCCM)			0.00	0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them 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 contract under a public transaction, 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;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification;
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default; and
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (a) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; or
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement; or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 29 day of Sept., 20 16.

Shows, Dearman and Waits, Inc.

BY:

John T. Weeks, P.E.

ATTEST:

Alaina Amberson

My Commission Expires:

January 30, 2017



EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the ____ day of _____, 20____.

City of Hattiesburg

Mayor Johnny L. Dupree, Ph.D.

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, 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 the LPA 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 LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(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 the LPA, if requested, for the benefit of the LPA or this CONTRACT.

138162

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 contract, 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 contract 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

9/29/16

Date

JOHN T. WEEKS, P.E.

Printed Name of Authorized Officer or Agent

VICE - PRESIDENT

Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 29th day of September, 2016.

NOTARY PUBLIC

My Commission Expires January 30, 2017

* 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.

Western Beltway Feasibility Study - PHASE II

Summary

	Man Hours	Sub Consultant	Salary Cost	Overhead	FCCM	Total Labor Costs	Direct Costs	Fixed Fee	Total Cost
Shew, Dearman and Waits, Inc.	1314	\$112,894.14	\$34,225.90	\$56,213.83	\$198.51	\$88,638.24	\$2,550.00	\$10,636.59	\$214,718.97

Western Beltway Feasibility Study - PHASE II

Feasibility Study

Man Hour/Fee Computations

TASK	TASK DESCRIPTION	SHOWS, DEARMAN AND WAITS, INC.							
		SEN ENG	PROJ ENG	JUN ENG	ENG INT	GRAD ENG	SEN CADD	CADD-TECH	ADMIN
1.0	Data Compilation								
1.1	Data Acquisition / Research	16	16		32		32	32	
1.2	Government Entity Meetings	12	6		12	6			
1.3	Digital Review	6			40	24	16	8	
2.0	Engineering Criteria								
2.1	Local Ordinance and Plans				10	10	20		
2.2	Develop Typical Section	2			8	8	24	12	
2.3	Develop Alignments	2			16	16	40	16	
2.4	Flood Plain Criteria	1			8	8	4	4	
2.5	Purpose and Need Statement	4			8	8			
3.0	Engineering Concepts								
3.1	Visit Site	4	4		4	4	4		
3.2	Discussion with MPO	2	2		2	2			
3.3	Discussion with MDOT	2	2		2	2			
3.4	Review of Environmental Constraints	1			6	6			
3.5	Revisions	2			16	16			
4.0	Public Meeting / Project Meetings								
4.1	Coordination and Advertisement	2			16	16			20
4.2	Public Meeting (I)	8	8		8	8			
4.3	Forrest County Supervisors Meeting	8	4		4	4			
4.4	Hattiesburg City Council	4	4		4	4			
4.5	Meeting with MPO	4	4		4	4			
5.0	Report								
5.1	Review Public Meeting Comments	4	4		8	8			10
5.2	Development of Draft Report	8	8		80	80	24	16	40
5.3	Review Draft Report	16	16		24	24			
5.4	Development of Final Report				32	32	24	16	32
5.5	Review Final Report	12	12		24	24			
5.6	Presentation of Final Report	6	6		8	8			
Total Hours		126	96	0	376	322	188	104	102

Direct Expenses:

Public Meeting:	Meeting Display and Handouts	\$200.00
Reports:	10 reports @ 2 submittals @ \$75/report	\$1,500.00
	Expense Cost =	\$1,700.00

Direct Costs

	Unit Rate	Quantity	Cost
Public Meeting			
Facility Rental	\$500.00	1	\$500.00
Meeting Supply Rental	\$350.00	1	\$350.00
Counts Total Cost			\$850.00

Sub-Consultant Costs

Sub Consultant (Tatum and Associates)	Cost
(See Last Sheet for Breakdown)	\$10,500.00

Western Beltway Feasibility Study - PHASE II

Shows, Dearman and Waits, Inc.

1. Direct Salary Costs:

<u>Title</u>	<u>Hours</u>	<u>Rate/Hour</u>		<u>Costs</u>
Senior Engineer	126	\$48.08	=	\$6,058.08
Project Engineer	96	\$30.77	=	\$2,953.92
Junior Engineer	0	\$28.85	=	\$0.00
Engineer Intern	376	\$24.04	=	\$9,039.04
Graduate Engineer	322	\$21.63	=	\$6,964.86
Senior Auto CADD	188	\$31.00	=	\$5,828.00
CADD-Tech.	104	\$20.75	=	\$2,158.00
Administrative	102	\$12.00	=	\$1,224.00
Total Hours	1314	Raw Labor Costs		\$34,225.90

2. Labor Additives and General & Administrative Overhead

Overhead Rate	158.40%	\$54,213.83
SDW FCCM Overhead	0.58%	\$198.51
	Total Labor + Overhead	\$88,638.24
SDW Fixed Fee:	12.00%	\$10,636.59
	SDW Sub-Total	\$99,274.82
SDW Direct Expense:		\$2,550.00
Sub Consultant		\$10,500.00
	Total Shows, Dearman and Waits Fee	\$112,324.82

\$101,824.82

Western Beltway Feasibility Study - PHASE II

Traffic Study

Man Hour/Fee Computations

TASK	TASK DESCRIPTION	NEEL-SCHAFFER							
		PRINCIPAL	SUPR/OTHER	PUPR/ENGR	PROF ENG	PLANNER	PRE-PROF	CADD-TECH	ADMIN
1.0	Engineering Criteria								
1.1	Data Acquisition			2	8		8		
1.2	Traffic Assignments and Forecasting			4	40	32			
2.0	Engineering Concepts								
2.1	2016 Existing			2	6		12		
2.2	2020 No Build			1	6		12		
2.3	2020 Build			4	6		20		
2.4	2040 No Build			1	6		12		
2.5	2040 Build			4	6		20		
2.6	Crash Analysis			4	40		40		
2.7	Benefit Cost Analysis (BCA)	1		4	40		40		
2.8	Draft Traffic Study Report	1		16	40		24		2
2.9	Final Draft Study Report			8	20		10		2
2.10	Final Traffic Study Report	1		2	10		5		1
4.0	Public Meeting / Project Meeting								
4.1	Project Initiation Meeting			12					
4.2	Three (3) Traffic/Progress Meetings			24	8				
4.3	Public Meeting w/ Exhibits			12	24		16		
5.0	Report								
5.1	Review Alternatives		4	8	16		8		
5.2	Review Environmental Screening		8	8			16		
5.3	Review Public Meeting Material		4	4					
5.4	Review Draft Report		12	12	16				
5.5	Review Final Report		4	4	8				
Total Hours		3	32	136	300	32	243	0	5

Expenses:

Travel:	Five Meetings (1500 miles)	\$810.00
Public Meeting:	Meeting Display and Handouts	\$200.00
Reports:	10 reports @ 3 submittals @ \$50/report	\$1,500.00
Expense Cost =		\$2,510.00

Other Direct Costs

Count Type	Unit Rate	Quantity	Cost
48-hour Bi-Directional 2 lane roadway with classification	\$300.00	4	\$1,200.00
48-hour Bi-Directional 4 lane roadway with classification	\$275.00	4	\$1,100.00
Major Signalized Intersection Manual Turn Count (2 Period)	\$615.00	3	\$1,845.00
Un-Signalized Intersection Manual Turn Count (2 Period)	\$390.00	8	\$3,120.00
Counts Total Cost			\$7,265.00

Western Beltway Feasibility Study - PHASE II

Neel-Schaffer, Inc.

1. Direct Salary Costs:

Title	Hours	Rate/Hour		Costs
Principal	3	\$72.12	=	\$216.36
Supervisor Other	32	\$65.74	=	\$2,103.68
Supervisor Engineer	136	\$62.28	=	\$8,470.08
Professional Engineer	300	\$47.41	=	\$14,223.00
Planner	32	\$44.78	=	\$1,432.96
Pre-Professional	243	\$27.24	=	\$6,619.32
CADD-Tech.	0	\$30.97	=	\$0.00
Administrative	5	\$33.68	=	\$168.40
Total Hours	751	Total Direct Salary Costs		\$33,233.80

2. Labor Additives and General & Administrative Overhead

Percentage of Direct Salary Costs:	148.83%	\$49,461.86
	NSI Labor Sub-Total	\$82,695.66
NSI Fixed Fee:	12.00%	\$9,923.48
NSI Direct Expense:		\$2,510.00
NSI Direct Expense:		\$7,265.00
	Total Neel-Schaffer Fee	\$102,394.14

Western Beltway Feasibility Study - PHASE II

Feasibility Study

Man Hour/Fee Computations

TASK	TASK DESCRIPTION	Tatum and Associates	
		SENIOR COMMUNITY ENGAGEMENT COORDINATOR	PUBLIC INVOLVEMENT DIRECTOR
1.0	Schedule and Facilitate Public Meeting		
1.1	Manage logistics and messaging	8	48
1.2	Coordinate COH Media Relations Team	4	4
1.3	Public Meeting	5	15
2.0	Stakeholder Meeting		
2.1	City of Hattiesburg	4	4
2.2	Forrest County Supervisors	4	4
	Total Hours	25	75

HOURLY RATE

\$100.00

\$100.00

LABOR TOTAL

\$2,500.00

\$7,500.00

LABOR TOTAL

\$10,000.00

Direct Expenses:

Printing Costs

\$

500.00

Expense Costs \$

500.00

Weekly Project Schedule											
From Project Notice to Proceed	1	2	3	4	5	6	7	8	9	10	11
	1	2	3	4	5	6	7	8	9	10	11
	12	13	14	15	16	17	18	19	20	21	22
	23	24	25	26	27	28	29	30	31	32	33
	34	35	36	37	38	39	40	41	42	43	44
	45	46	47	48	49	50	51	52	53	54	55
	56	57	58	59	60	61	62	63	64	65	66

DATA COMPILATION									
Data Acquisition / Research									
Governmental Meetings									
Digital Review									
ENGINEERING CRITERIA									
No Build Alternative									
Local Ordinance and Plans									
Typical Sections									
Develop Alignments									
Flood Plain Requirements									
Traffic Assignment and Forecasting									
Purpose and Need									
ENGINEERING CONCEPTS									
Site Visit									
Traffic Counts									
Traffic Modeling and Analysis									
Intersection Analysis									
Crash Report Review									
Conduct Safety Analysis									
Benefit-Cost Analysis									
Review Environmental Constraints									
Draft Traffic Study Report									
Discussion with MPO									
Discussion with MDOT									
Revisions									
Final Traffic Study Report									
Public Meeting / Project Meeting									
Coordination and Advertisement									
Public Meeting									
Forrest County Supervisor Meeting									
City of Hattiesburg / Petal Meeting									
Discussion with MPO									
Report									
Review Public Meeting Comments									
Review Alternatives									
Draft Report									
Draft Report Review									
Development of Final Report									
Presentation of Final Report									



City of Hattiesburg, MS

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

FILE NUMBER: 2016-34

MEETING DATE: 11/07/2016

MINUTE BOOK NUMBER:

Brief Title: Approve professional services contract with Shows,

Title: Approve professional services contract with Shows, Dearman & Waits, Inc. for the design of a bridge replacement on 12th Avenue under State Aid Project LSBP-18(18); Authorize Mayor to execute same in triplicate.

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: SDW Agreement-12th Ave Bridge

File Created: 11/04/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

**STANDARD FORM of AGREEMENT
between OWNER and ENGINEER
for
PROFESSIONAL SERVICES**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and Issued and Published Jointly by



PROFESSIONAL ENGINEERS in PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY of PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

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**STANDARD FORM of AGREEMENT
between OWNER and ENGINEER
for
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, 201__ ("Effective Date")

between CITY of HATTIESBURG, ("OWNER"), and

SHOWS, DEARMAN & WAITS, Inc., ("ENGINEER").

OWNER intends to: REPLACE A BRIDGE UNDER STATE AID PROJECT LSBP – 18(18), SPECIFICALLY ON 12TH AVENUE. ("Project").

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agrees as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been

agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER

may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. Payments Upon Termination.

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid 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.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's 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 wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

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, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. 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 ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach

agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's 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's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit J.

6.02 Authorized Project Representatives

A. Contemporaneous 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 individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification 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 ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting there from.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insured's on any general liability or property insurance policies carried by OWNER which are applicable to the Project.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insured's with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage's 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 shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insured's or additional insured's there under.

F. At any time, OWNER may request that ENGINEER, 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, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's 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 Termination

A. 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 ENGINEER believes that ENGINEER is being requested by OWNER to 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.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its 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,*

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 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 which 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.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, 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, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted 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 Contractor, Contractor's subcontractor, supplier, other 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. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the 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 exercising their rights under Exhibit H or other provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit H, "Dispute Resolution."

6.10 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, 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 OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition;

and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or

OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting there from, and (ii) nothing in this paragraph 6.11.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, "Allocation of Risks," if any.

6.12 Notices

A. 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, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. 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, who 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.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*-- Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*-- The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*-- This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*-- The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*-- Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*-- The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*-- The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*-- The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*-- A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times,

issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*-- The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*-- The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*-- The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*-- Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of

subsurface and physical conditions are not Contract Documents.

14. *Contract Price*-- The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*-- The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*-- An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*-- The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*-- An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*-- Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*-- That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by

Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*-- The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*-- The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*-- Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*-- A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*-- That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*-- The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*-- The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time-to-time.

28. *Laws and Regulations; Laws or Regulations*-- Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*-- Polychlorinated biphenyls.

30. *Petroleum*-- Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*-- Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*-- The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*-- The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*-- The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used

herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*-- Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*-- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*-- Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*-- That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*-- The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*-- That part of the Contract Documents which

amends or supplements the General Conditions.

41. *Total Project Costs*-- The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the

Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of 10 pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of 3 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 3 pages.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.

E. Exhibit E, "Notice of Acceptability of Work," consisting of _____ pages.

F. Exhibit F, "Construction Cost Limit," consisting of _____ pages.

G. Exhibit G, "Insurance," consisting of 2 pages.

H. Exhibit H, "Dispute Resolution," consisting of _____ pages.

I. Exhibit I, "Allocation of Risks," consisting of _____ pages.

J. Exhibit J, "Special Provisions," consisting of _____ pages.

8.02 Total Agreement

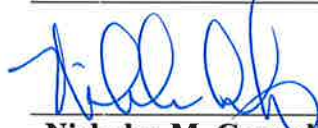
A. This Agreement (consisting of pages 1 to 13 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

OWNER: _____

ENGINEER: **SHOWS, DEARMAN & WAITS, Inc.**

By: _____

By:  _____

Nicholas M. Connolly, P.E., P.L.S.

Title: _____

Title: **Vice President**

Date
Signed: _____

Date
Signed: _____

License or Certificate No. and State: **12791 - MS**

Address for giving notices:

Address for giving notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (paragraph 6.02.A):

Designated Representative (paragraph 6.02.A):

Title: _____

Title: _____

Phone Number: () _____

Phone Number: () _____

Facsimile Number: () _____

Facsimile Number: () _____

E-mail Address: _____

E-mail Address: _____

This is **EXHIBIT A**, consisting of 10 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

Initial:

OWNER _____

ENGINEER NC

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties.
ENGINEER shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.02 Design Phase

- A. After acceptance by OWNER of the Report, selection by OWNER of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall:
1. On the basis of the above acceptance, selection, and authorization, prepares Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
 2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
 3. 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.
 4. Based on the information contained in the Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, which will be itemized as provided in paragraph A1.01.A.5.
 5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
 6. Furnish the Preliminary Design Phase documents to and review them with OWNER.
 7. Submit to OWNER 2 final copies of the Preliminary Design Phase documents and revised opinion of probable Construction cost within 15 days after authorization to proceed with this phase.
- B. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to OWNER.

A1.03 *Final Design Phase*

- A. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from OWNER, ENGINEER shall:
1. On the basis of the above acceptance, direction, and authorization, prepares final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.
 2. 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 of the Project and assist OWNER in consultations with appropriate authorities.
 3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, itemized as provided in paragraph A1.01.A.5.
 4. Perform or provide the following additional Final Design Phase tasks or deliverables:
 5. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate, and assist OWNER in the preparation of other related documents.
 6. Submit 2 final copies of the Bidding Documents and a revised opinion of probable Construction Cost to OWNER within 20 days after authorization to proceed with this phase.
- B. 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.
- C. 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 1.
- D. ENGINEER's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.6 have been delivered to OWNER.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by OWNER of the Bidding Documents and the most recent opinions 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 negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have

been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 4. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:
 5. Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 6. The ENGINEER will perform all work in accordance with the City of Hattiesburg/*Home Procurement Guidelines* as applicable.
- 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*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:
1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitation of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
 2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
 3. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory to perform the services identified in paragraph B2.01.0.
 4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work, which in ENGINEER's judgment are necessary to enable Contractor to proceed.
 6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:
 - a) Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be

exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.

- b) The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- 7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
 - 8. *Clarifications and Interpretation: Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
 - 9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.
 - 10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any CONTRACTOR's submittal schedule that has earlier been acceptable to ENGINEER.
 - 11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "of-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 or the Exhibit A.

12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Application for Payment and accompanying supporting documentation:
 - a) Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05A.6a are expressly subject to the limitations set forth in paragraph A1.05A.6b and other express or general limitations in the Agreement and elsewhere.
 - b) By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents.*

- a) Receive and review maintenance and operating instructions, schedules, and guarantees.
 - b) Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05.A.10.
 - c) ENGINEER shall transmit these documents to OWNER.
16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.
17. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables:
18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05A.14.b) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.
- B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.
- C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from OWNER, ENGINEER, during the Post-Construction Phase, shall:
- 1. Provide assistance in connection with the testing and adjusting of Project equipment or systems.
 - 2. Assist OWNER in training OWNER's staff to operate and maintain Project, equipment, and systems.
 - 3. Assist OWNER in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
 - 4. Together with OWNER, visit the Project to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

5. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
 6. In company with OWNER or OWNER's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Service Requiring OWNER's Authorization in Advance*

A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

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 or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its 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 contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement 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 identified in paragraph A.1.01.A.4.
5. Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Exhibit B.
6. Providing renderings or models for OWNER'S use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor, and audits or inventories required in connections with construction performed by OWNER.
8. Furnishing services of ENGINEER's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.
10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
11. 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 constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices required by OWNER for the Work or a portion thereof.

13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.
17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
18. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.
22. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

A2.02 Required Additional Services

- A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.
 1. Services in connection with Work Change directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution that is found to be inappropriate for the Project or an excessive number of substitutions.
 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 during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) and occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

Initial:

OWNER _____
ENGINEER Je

OWNER's Responsibilities

Article 2 of the Agreement is amended and 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:

- 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; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available 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. Property, boundary easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

- F. Arrange for safe accesses to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- 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. Provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issue 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 moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. 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 constructability review.
- K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. 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.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, 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.
- N. Attend the pre-bid conference; bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.0 and P.
- R. Perform or provide the following additional services:

Initial:

OWNER _____

ENGINEER Ne

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

C4.01 For Basic Services Having A Determined Scope -- 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 and Post-Construction Phase services, if any, as follows:

1. *General.* An amount equal to **EIGHT (8%)** 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 Reimbursable Expenses. The total compensation for services under paragraph C4.01 is estimated to be **\$23,000**.

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 cost of the work performed by Contractor and paid by OWNER.
- 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. No deduction is to be made from ENGINEER's compensation on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

3. Progress Payments:

- a. The portion of the amounts billed for ENGINEER's services which is on account of the Percentage of Construction Cost will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Percentage of Construction Cost.
- 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:	<u>60</u>	<u>%</u>
Final Design Phase	<u>30</u>	<u>%</u>
Bidding or Negotiating Phase	<u>10</u>	<u>%</u>
	<u>100</u>	<u>%</u>

- c. ENGINEER may alter the distribution of compensation between individual phases of the work noted herein but shall not exceed the total percent fee unless approved in writing by the OWNER.
4. ENGINEER's estimated total compensation is conditioned on Contract Times to complete the Work not exceeding **TWENTY-FOUR (24)** months. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

5. If more prime contracts are awarded for Work designed or specified by ENGINEER for the Project than identified in Exhibit A, ENGINEER shall be compensated an additional amount equal to N/A percent of the Construction Cost for all Basic Services for each prime contract added.

C4.02 For Basic Services Having An Undetermined Scope -- Salary Costs Times a Factor Method of Payment

A. OWNER shall pay ENGINEER for:

1. *Resident Project Representative Services.* For services of ENGINEER's Resident Project Representative, if any, under paragraph A1.05.A.2.a of Exhibit A, an amount equal to the Current Hourly Rate for services of ENGINEER's employees engaged directly in resident Project representation, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$20,125.00** based upon Contract Times as set forth in paragraph C4.01.
2. *Post-Construction Phase Services.* For Post-Construction Phase services under paragraph A1.06 of Exhibit A, an amount equal to the Current Hourly Rates of ENGINEER's employees engaged directly on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any in the Post-Construction Phase. The total compensation under this paragraph is estimated to be **\$2000.00**.

C4.03 For Additional Services

A. OWNER shall pay ENGINEER for Additional Services as follows:

1. *General.* For services of ENGINEER's employees 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, an amount equal to the cumulative hours charged to the Project by each ENGINEER's employees times the Current Hourly Rates, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
2. *Serving as a Witness.* For services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration, or other legal or administrative proceeding under paragraph A2.01.A.20, at the rate of **\$ 2,000.00** per day or any portion thereof (but compensation for time spent in preparing to testify in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph C4.03.A.1). Compensation for ENGINEER's Consultants for

such services will be on the basis provided in paragraph C4.05.

C4.04 For Reimbursable Expenses

- A. When not included in compensation for Basic Services under paragraph C4.01, OWNER shall pay ENGINEER for Reimbursable Expense at the rate set forth in Appendix 1 of this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
- C. The amounts payable to ENGINEER for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by ENGINEER, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a Factor of **1.25**.
- D. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 1, 2017**) to reflect equitable changes in the compensation payable to ENGINEER.

C4.05 For ENGINEER's Consultant's Charges

- A. Whenever compensation to ENGINEER herein is stated to include charges of ENGINEER's Consultants, those charges shall be the amounts billed by ENGINEER's Consultants to ENGINEER times a Factor of **1.25**.

C4.06 Salary Costs

- A. Salary Costs means salaries and wages paid to ENGINEER's employees plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto.
- B. The Salary Costs and the Factor applied to Salary Costs will be adjusted annually (as of **January 1, 2017**) to reflect equitable changes in the compensable payable to ENGINEER.

C4.07 *Factors*

- A. The Salary Costs Factor includes the cost of general and administrative overhead which includes salaries and wages of principals and employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent, utilities, office supplies, insurance, and other operating costs; plus operating margin or profit.
- B. 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.

C4.08 *Other Provisions Concerning Payment*

- A. *Preparation of Invoices.* The portion of the amounts billed for ENGINEER's services which are identified in paragraphs C4.02 and C4.03 will be based on the applicable Salary Costs for the cumulative hours charged to the Project during the billing period by all of ENGINEER's employees, times the Salary Costs factor, plus Reimbursable Expenses and ENGINEER's Consultant's charges incurred, if any.
- B. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period identified in paragraph C4.01, payment for ENGINEER's services on the basis of the Salary Costs Times a Factor Method of Payment shall be continued.
- C. *Estimated Compensation Amounts*
 - 1. ENGINEER's estimate of the amounts that will become payable for Basic Services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to ENGINEER under the Agreement.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that a compensation amount thus estimated will be exceeded, ENGINEER shall give OWNER written notice thereof. Promptly thereafter OWNER and ENGINEER shall review the matter of services remaining to be performed and compensation for such services. OWNER shall either agree to such compensation exceeding said estimated amount or OWNER and ENGINEER shall agree to a reduction in the remaining services to be rendered by ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed. If ENGINEER exceeds the estimated amount before OWNER and ENGINEER have agreed to an increase in the compensation due ENGINEER or a reduction in the remaining services, the

ENGINEER shall be paid for all services rendered hereunder.

This is **EXHIBIT D**, consisting of 4 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

Initial:

OWNER _____

ENGINEER NC

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

D6.02 Resident Project Representative

- A. ENGINEER shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in section A.1.05 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:
1. *General:* RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 4. *Liaison:*
 - a) Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

- b) Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-Site operations.
 - c) Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
6. *Shop Drawings and Samples:*
- a) Record date of receipt of Samples and approved Shop Drawings.
 - b) Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.
 - c) Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
8. *Review of Work and Rejection of Defective Work:*
- a) Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b) Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Startups:*
- a) Consult with ENGINEER in advance of scheduled major inspections, tests and systems startups of important phases of the Work.
 - b) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
 - c) Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections, and report to ENGINEER.

10. *Records:*

- a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
- b) Prepare a daily report or keep a diary or log book, recording Contractor's hours on the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c) Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing Project documentation.
- e) Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

11. *Reports:*

- a) Furnish to ENGINEER periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Draft and recommend to the ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c) Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.
- d) Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the work, and property damaged by fire or other causes.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

14. *Completion:*

- a) Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion of correction.
- b) Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

- c) Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. *Resident Project Representative shall not:*

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract Documents.
- 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize OWNER to occupy the Project in whole or in part.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

Initial:

OWNER _____

ENGINEER HC

Insurance

Paragraph 6.05 of the Agreement is amended and 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. Worker's Compensation | Statutory |
| b. Employer's Liability-- | |
| 1) Each Accident: | \$100,000 |
| 2) Disease, Policy Limit: | \$500,000 |
| 3) Disease, Each Employee: | \$100,000 |
| 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) Each Occurrence: | N/A |
| 2) General Aggregate | N/A |
| e. Automobile Liability-- | |
| 1) Bodily Injury: | |
| a) Each Accident | N/A |
| 2) Property Damage: | |
| a) Each Accident | N/A |
| [or] | |
| 1) Combined Single Limit (Bodily Injury and Property Damage) | |
| a) Each Accident | \$1,000,000 |
| f. Other (Specify): | |
| a) Professional Liability | \$1,000,000 |

2. By OWNER:

- | | Statutory |
|---|-----------|
| a. Worker's Compensation: | |
| b. Employer's Liability-- | |
| 1) Each Accident | \$ _____ |
| 2) Disease, Policy Limit | \$ _____ |
| 3) Disease, Each Employee | \$ _____ |
| c. General Liability-- | |
| 1) General Aggregate: | \$ _____ |
| 2) Each Occurrence (Bodily Injury and Property Damage): | \$ _____ |
| d. Excess Umbrella Liability-- | |
| 1) Each Occurrence | \$ _____ |
| 2) General Aggregate: | \$ _____ |
| e. Automobile Liability-- | |
| 1) Bodily Injury: | |
| a) Each Accident | \$ _____ |
| 2) Property Damage: | |
| b) Each Accident | \$ _____ |
| [or] | |
| 1) Combined Single Limit (Bodily Injury and Property Damage): | |
| a) Each Accident | \$ _____ |
| f. Other (Specify): | |
| _____ | \$ _____ |

B. Additional Insured's

1. The following persons or entities are to be listed on OWNER's policies of insurance as additional insured's as provided in paragraph 6.05.B:

- a. _____
ENGINEER
- b. _____
ENGINEER'S CONSULTANT
- c. _____
ENGINEER'S CONSULTANT

This is **APPENDIX 2 to EXHIBIT C**, consisting of 1 page, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

Initial:

OWNER _____

ENGINEER HC

Standard Hourly Rates Schedule

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services performed on the date of the Agreement are:

Billing Class 9	Principal Engineer	\$175/hour
Billing Class 8	Project Engineer	\$150 /hour
Billing Class 7	Engineering Intern	\$105/hour
Billing Class 6	CADD Technician I	\$105/hour
Billing Class 5	CADD Technician II	\$ 90/hour
Billing Class 4	Senior Resident Project Representative	\$ 95/hour
Billing Class 3	Resident Project Representative	\$ 85/hour
Billing Class 2	Professional Surveyor	\$150/hour
Billing Class 1	Surveyor Intern	\$ 105/hour
Principal	Field Crew	\$ 175/hour
Support Staff	Administrative	\$ 45/hour



City of Hattiesburg, MS

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

FILE NUMBER: 2016-42

MEETING DATE: 11/07/2016

MINUTE BOOK NUMBER:

Brief Title: Approve and authorize Mayor to execute professiona

Title: Approve and authorize Mayor to execute professional engineering services contract with Pickering Firm, Inc., for the assistance with procurement of water and wastewater systems operation and maintenance contract.

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: Pickering Firm Agreement

File Created: 11/04/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of date executed by both parties ("Effective Date") between

The City of Hattiesburg ("Owner")

and

Pickering Firm, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Engineering Services for the Assistance with Procurement for Water and Wastewater Systems Operation and Maintenance Contract ("Project").

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

See Appendix 2: Scope of Services

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01.
- B. Engineer shall complete its services within a reasonable time, or within approximately 10 weeks.
- C. ~~If the Project includes construction related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding ____ months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.~~

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days

after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been 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. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance 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 Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- 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 for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.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 of notice; 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 written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer 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.

- C. In the event of any termination under Paragraph 3.01, 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.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party 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, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted 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, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. 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.

5.01 *General Considerations*

- A. 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. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, 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.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor'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 contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have 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 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) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, 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 Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), 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 duly executed written instrument.

7.01 *Basis of Payment*

- A. *Standard Hourly Rates* (tasks 1 & 3 as shown in Appendix 2: Scope of Services). Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

- 1) 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 services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.
- 2) Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendix 1.
- 3) For *Task 1, System Inventory and Condition Assessment*, total amount paid by Owner to Engineer shall not exceed **\$40,000**, unless agreed upon, in writing, by both Owner and Engineer.
- 4) For *Task 3, Assistance during the Procurement Period*, total amount paid by Owner to Engineer shall not exceed **\$20,000**, unless agreed upon, in writing, by both Owner and Engineer.

- B. *Lump Sum* (task 2 as shown in Appendix 2: Scope of Services). Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

- 1) For *Task 2, Preparation of RFP*, a Lump Sum amount of **\$12,500**.

- C. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

- 8.01 *Additional Services*: For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project

by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Attachments:

Appendix 1, Engineer's Standard Hourly Rates

Appendix 2, Scope of Services

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

OWNER:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

ENGINEER:

By:  _____

Title: Associate Principal Owner

Date Signed: 10 / 28 / 16

Engineer License or Firm's Certificate
Number: 19480

State of: Mississippi

Address for giving notices:

126 Rue Magnolia
Biloxi, MS 39530



This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer.

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 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 Paragraphs 7.01, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

Classification	Hourly Fee
1. Principal / Project Director	190.00
2. Senior Project Manager.....	175.00
3. Project Manager / Senior Architect / Senior Engineer.....	160.00
4. Architect / Engineer	130.00
5. Senior Designer.....	115.00
6. Survey Manager	115.00
7. Professional Intern	105.00
8. Project Surveyor.....	100.00
9. Senior Scientist / Senior Geologist	95.00
10. Senior Technician	90.00

11. Technician / Inspector/ Project	80.00
12. Scientist.....	80.00
13. Survey Team (2-person), Including Conventional Equipment*	135.00
14. Survey Team (3-person), Including Conventional Equipment*	170.00
15. Survey Team (4-person), Including Conventional Equipment*	200.00

* NOTE: A Robotic Total Station may be substituted as a Survey Team member. For instance, if a Robotic Total Station is utilized on a 2-person survey Team then the client will be billed using a 3-person Survey Team Rate.

16. GPS Survey Team (1-person)	140.00
17. GPS Survey Team (2-person.....	180.00
18. Clerical	75.00

19. A minimum daily fee is charged for any one-time service of a project manager, senior architect or senior engineer (\$1,500), or architect/engineer (\$1,200).

20. A minimum of four (4) hours is charged for a survey team for any service occurrence.

21. A rate of twice the Standard Professional Services Fee is required for depositions, court proceedings and insurance investigations.

22. Overtime hourly rate is 1.5 times the regular hourly rate.

23. Construction Manager/Administrator/Supervisor/Inspector hourly rate varies from \$75 to \$120 depending on the level of expertise required and the frequency of the requirement for the specific individual.

OTHER SERVICES

24. Mileage will be charged for all travel if destination is greater than 30-mile radius from office.

25. Other travel, meals, hotel/motel, and auto rental at 1.15 times the expense incurred.

26. Consultants will be charged at 1.15 times actual rates.

27. Printing, reproduction and express courier at 1.15 times cost.

28. Four-wheeler/All-Terrain vehicle (ATV) Rate is \$100.00 per day

This is **Appendix 2, Scope of Services**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

Scope of Services

Pickering will provide engineering services necessary to develop an RFP for the procurement of an operations and maintenance contractor for the City of Hattiesburg water and wastewater systems. The scope of work includes the following tasks:

Task No. 1 –System Inventory and Condition Assessment

1. Compile a summary of the existing water and wastewater infrastructure using existing available drawings, reports, and other information provided by the City. The summary will include general information such as length and sizes of water and wastewater lines as well as general information on existing water wells, storage tanks, wastewater pump stations, and water and wastewater treatment facilities.
2. Compile an inventory of existing City-owned equipment that may be considered for use by the selected operation and maintenance contractor.
3. Develop a list of current City employees that may be considered for employment by the selected operation and maintenance contractor.
4. Provide a condition assessment of the existing water and wastewater infrastructure to establish a baseline for maintenance and to provide information to proposers to better develop proposals. The condition assessment will be limited to a visual assessment and will describe the general condition and observed or known deficiencies of each facility. The condition assessment will include the following facilities:
 - Water Supply Wells
 - Water Storage Tanks
 - Wastewater Pump Stations
 - Water Treatment Facilities
 - Wastewater Treatment Facilities

The condition assessment will also include the review of CCTV and other reports prepared by others on the condition of the existing wastewater collection system.

Task No. 2 – Preparation of RFP

1. Prepare a Request for Proposals for procurement of operations and maintenance contract. The RFP will provide a description of the existing system from information compiled in Task 1. Operating and reporting requirements will be developed and included as part of the RFP. An operations and maintenance contract will be prepared and included in the RFP as well. In addition, the RFP will describe the proposal review process and selection criteria. Preparation of this document will be coordinated with City staff and legal counsel. The RFP will generally include the following:
 - Instructions to Proposers
 - Qualifications Requirements
 - Insurance Requirements
 - Description and General Condition of Existing Facilities
 - Scope of Work
 - Operating Procedures and Reporting Requirements
 - Proposal Evaluation Process and Selection Criteria
 - Contract for Operations and Maintenance

Task No. 3 – Assistance during the Procurement Period

1. Assist the City in advertising for and procuring the services of a qualified operations and maintenance contractor. Assistance to include the following:
 - Assisting with developing the advertisement
 - Attending pre-proposal conference
 - Assisting the City with gathering additional information requested by prospective proposers
 - Issuing addenda to prospective proposers
 - Reviewing and providing input as to the acceptability of proposals
 - Assisting the City in evaluating proposals and the selection process
 - Assisting the City in negotiations with the selected proposer



City of Hattiesburg, MS

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

FILE NUMBER: 2016-44

MEETING DATE: 11/07/2016

MINUTE BOOK NUMBER:

Brief Title: Approve 2017 CDBG/HOME Annual Action Plan and auth

Title: Approve 2017 CDBG/HOME Annual Action Plan and authorize Mayor to sign and execute all documents required for submittal to HUD.

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: 2017 CDBG/HOME ANNUAL ACTION PLAN,
Documents for Annual Action Plan

File Created: 11/04/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

2017 Annual Action Plan

January 1, 2017 – December 31, 2017



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

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

DUNS - 07 944 8130

Executive Summary

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

1. Introduction

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

2. Summarize the objectives and outcomes identified in the Plan

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

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

3. Evaluation of past performance

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

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

4. Summary of Citizen Participation Process and consultation process

Summary from the citizen participation section of plan.

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

5. Summary of public comments

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

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

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

No comments were rejected.

7. Summary

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

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

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

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

Table 1 – Responsible Agencies

Narrative (optional)

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

Consolidated Plan Public Contact Information

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

Annual Action Plan
2017

City of Hattiesburg
Community Development Division
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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

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

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

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

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

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

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

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

Table 2 – Agencies, groups, organizations who participated

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

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

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

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

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

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

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

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AP-12 Participation – 91.105, 91.200(c)

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

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

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

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

Citizen Participation Outreach

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

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

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

Table 4 – Citizen Participation Outreach

Expected Resources

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

Introduction

Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1			Expected Amount Available Reminder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	497,523	0	497,523	995,046	The amount expected for the remainder of the Con Plan is simply an estimate of \$497,253.00 for the one year remaining.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	217,807	0	217,807	435,614	435,614	The amount expected for the remainder of the Con Plan is simply an estimate of \$217,807.00 for the one year remaining.

Table 5 - Expected Resources – Priority Table

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

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

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

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

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

Discussion

Annual Goals and Objectives

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

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Programs (including Affordable Housing)	2013	2017	Affordable Housing		Housing Rehabilitation Emergency Repair Rental Rehabilitation	CDBG: \$379,000 HOME: \$103,750	Rental units rehabilitated: 1 Household Housing Unit Homeowner Housing Rehabilitated: 9 Household Housing Unit
3	Public Services	2013	2017	Homeless Non-Homeless Special Needs Non-Housing Community Development		Public Services Housing - Special Needs and/or Homeless	CDBG: \$15,000	Public service activities other than Low/Moderate Income Housing Benefit: 50 Persons Assisted Homelessness Prevention: 20 Persons Assisted
5	Down Payment Assistance	2013	2017	Affordable Housing		Down Payment Assistance Acquisition	HOME: \$50,000	Direct Financial Assistance to Homebuyers: 3 Households Assisted

Table 6 – Goals Summary

Goal Descriptions

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

Table 7 – Goal Descriptions

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

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

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

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

AP-35 Projects – 91.220(d)

Introduction

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

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

Table 8 – Project Information

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

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

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

Projects

AP-38 Projects Summary Project Summary Information

Table 9 – Project Summary

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

	Funding	CDBG: \$99,450.00
	Description	Administrative Support for Community Development efforts.
	Target Date	12/31/2017
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	CDBG Administration supports all areas of CDBG programs, but goals for individual program areas are captured in the Project Summary for each individual program area (rather than being duplicated under the Administration Project).
2	Project Name	CDBG Housing Programs
	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing) Down Payment Assistance
	Needs Addressed	Housing Rehabilitation Emergency Repair Down Payment Assistance Housing - Special Needs and/or Homeless Rental Rehabilitation
	Funding	CDBG: \$379,000.00
	Description	Project includes substantial rehabilitation (full rehab), emergency repair, and project delivery for housing activities.
	Target Date	12/31/2017

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

4	Project Name	HOME Administration
	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing) Down Payment Assistance
	Needs Addressed	Housing Rehabilitation Down Payment Assistance Acquisition Rental Rehabilitation TBRA
	Funding	HOME: \$21,807.70
	Description	Administrative support for HOME-funded community development activities.
	Target Date	12/31/2017
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
5	Planned Activities	HOME Administration supports all areas of HOME programs, but goals for individual program areas are captured in the Project Summary for each individual program area (rather than being duplicated under the Administration Project).
	Project Name	HOME Housing Programs
	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing)

Needs Addressed	Housing Rehabilitation Acquisition Rental Rehabilitation TBRA
	Funding HOME: \$134,500.00
	Description Program includes the Housing Rehabilitation program, Affordable Housing activities, CHDO activities, and others priorities mentioned within the Consolidated Plan should resources and need arise.
	Target Date 12/31/2017
Estimate the number and type of families that will benefit from the proposed activities	Two low -mod households.
Location Description	Citywide.
Planned Activities	Planned activities include housing rehabilitation, and the addition of one homeowner housing unit by a CHDO.
6 Project Name	HOME Downpayment Assistance
Target Area	
Goals Supported	Down Payment Assistance
Needs Addressed	Down Payment Assistance
Funding	HOME: \$50,000
Description	Program involves financial support to low- to moderate-income first time homebuyers for downpayment and closing costs.
Target Date	12/31/2017

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

AP-50 Geographic Distribution – 91.220(f)

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

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

Geographic Distribution

Target Area	Percentage of Funds

Table 10 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

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

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

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

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

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

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

Discussion

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

AP-60 Public Housing – 91.220(h)

Introduction

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

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

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

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

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

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

N/A

Discussion

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

Introduction

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

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

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

Addressing the emergency shelter and transitional housing needs of homeless persons

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

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

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

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

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

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

Discussion

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

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

Introduction

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

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

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

Discussion

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

AP-85 Other Actions – 91.220(k)

Introduction

Actions planned to address obstacles to meeting underserved needs

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

Actions planned to foster and maintain affordable housing

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

Actions planned to reduce lead-based paint hazards

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

Actions planned to reduce the number of poverty-level families

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

Actions planned to develop institutional structure

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

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

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

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

Discussion

Program Specific Requirements

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

Introduction

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

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

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

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

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

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

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

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

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

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

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

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

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

Discussion

Attachments

Citizen Participation Comments

Application for Federal Assistance SF-424*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☐ New
☒ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):***** Other (Specify):***** 3. Date Received:****4. Applicant Identifier:**

64-6000432

5a. Federal Entity Identifier:**5b. Federal Award Identifier:****State Use Only:****6. Date Received by State:****7. State Application Identifier:****8. APPLICANT INFORMATION:***** a. Legal Name:** City of Hattiesburg*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

64-6000432

*** c. Organizational DUNS:**

07 944 8130

d. Address:*** Street1:**

P. O. Box 1898

Street2:*** City:**

Hattiesburg

County/Parish:

Forrest

*** State:**

MS: Mississippi

Province:*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

39403-1898

e. Organizational Unit:**Department Name:**

Federal and State Programs

Division Name:

Community Development

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

Mr.

*** First Name:**

Clarence

Middle Name:

P.

*** Last Name:**

Williams

Suffix:**Title:** Community Development Manager**Organizational Affiliation:**

City of Hattiesburg

*** Telephone Number:** 601-545-4558**Fax Number:** 601-545-4592*** Email:** cpwilliams@hattiesburgms.com

Application for Federal Assistance SF-424

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

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant Program

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Program Administration; Housing Programs (including Project Delivery, Substantial Housing Rehabilitation and Minor Home Repair/Emergency Repair activities); and Public Services.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

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

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	497,253.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	497,253.00

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

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☐ No

If "Yes", provide explanation and attach

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

☒ ** I AGREE

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

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☐ Application
☒ Changed/Corrected Application

*** 2. Type of Application:**

- ☐ New
☒ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

64-6000432

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:** City of Hattiesburg

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

64-6000432

*** c. Organizational DUNS:**

07 944 8130

d. Address:

*** Street1:** P. O. Box 1898

Street2:

*** City:** Hattiesburg

County/Parish: Forrest

*** State:** MS: Mississippi

Province:

*** Country:** USA: UNITED STATES

*** Zip / Postal Code:** 39403-1898

e. Organizational Unit:

Department Name:

Federal and State Programs

Division Name:

Community Development

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

Prefix: Mr. *** First Name:** Clarence

Middle Name: P.

*** Last Name:** Williams

Suffix:

Title: Community Development Manager

Organizational Affiliation:

City of Hattiesburg

*** Telephone Number:** 601-545-4558

Fax Number: 601-545-4592

*** Email:** cpwilliams@hattiesburgms.com

Application for Federal Assistance SF-424

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

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

HOME Investment Partnership Act Program

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Program Administration; Housing Programs (including Tenant Based Rental Assistance, Substantial Housing Rehabilitation and Down-payment Assistance; and CHDO Set Aside).

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant MS-004	* b. Program/Project MS-004
Attach an additional list of Program/Project Congressional Districts if needed.	
	Add Attachment Delete Attachment View Attachment
17. Proposed Project:	
* a. Start Date: 01/01/2017	* b. End Date: 12/31/2017
18. Estimated Funding (\$):	
* a. Federal	217,807.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	217,807.00
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .	
☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
☒ c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
☐ Yes ☐ No	
If "Yes", provide explanation and attach	
	Add Attachment Delete Attachment View Attachment
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
☒ ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: Mr.	* First Name: Johnny
Middle Name: L.	
* Last Name: DuPree	
Suffix: Ph.D	
* Title: MAYOR	
* Telephone Number: 601-545-4501	Fax Number: 601-4545-4592
* Email: JDUPREE@HattiesburgMS.com	
* Signature of Authorized Representative:	* Date Signed: 11/08/2016

Certifications

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing – The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan - It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace - provides a drugfree workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantees workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drugfree awareness program to inform employees about –
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantees policy of maintaining a drugfree workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will.
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted .
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drugfree workplace through implementation of paragraphs 1, 2, 3,4, 5 and 6.

Anti-Lobbying - To the best of the jurisdictions knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this antilobbying certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan - The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Signature/Authorized Official

Date 11/08/2016

Title

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation - It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan - Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan - It is following a current consolidated plan that has been approved by HUD.

Use of Funds - It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
2. **Overall Benefit.** The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2014, (a period specified by the grantee consisting of up to three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force - It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws - The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead Based Paint: The City's activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Law: It will comply with applicable laws.

Signature/Authorized Official

Date: 11/08/2016

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance - If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdictions consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs - it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance - before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature/Authorized Official

Date: 11/08/2016

Title



City of Hattiesburg, MS

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

FILE NUMBER: 2016-28

MEETING DATE: 11/07/2016

MINUTE BOOK NUMBER:

Brief Title: Approve Payment Application No. 9 and Final Paymen

Title: Approve Payment Application No. 9 and Final Payment to Nobles Contracting, Inc. in the amount of \$44,888.25 for construction services rendered on the Old Federal Building & Post Office for renovations and ADA upgrades; approve final acceptance of said project; and authorize publication of the Notice of Final Settlement of contract of said project.

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: Federal Bldg Closing Documents, Notice of Final Settlement

File Created: 11/04/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

ALBERT & ASSOCIATES ARCHITECTS

514 Main Street
P.O. Box 1567
Hattiesburg, MS 39403

Telephone: 601.544.1970
Facsimile: 601.544.4714

October 20, 2016

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

Subject: Old Federal Building & Post Office
200 West Pine Street
Hattiesburg, MS 39401

Dear Lamar,

Albert and Associates Architects has reviewed the building upon completion of work done for renovations and additions with ADA upgrades to the existing facility. We find the work to be complete per the construction documents.

Thank you,



Chris Robinson, AIA
Albert & Associates Architects, P.A.

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF FOUR PAGES

TO: City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39401

PROJECT: Renovations and Additions with ADA Upgrades to Existing Facility
VIA ARCHITECT: Albert & Associates Architects PA
514 Main Street
Hattiesburg, MS 39403

FROM (CONTRACTOR): Nobles Contracting LLC
5266 Old Hwy 11 Ste 70-122
Hattiesburg, MS 39402

CONTRACT FOR: Old Federal Building & Post Office

APPLICATION NO: 9 FINAL

PERIOD TO: July 27, 2016

PROJECT NO: 15646

CONTRACT DATE: October 21, 2015

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract, Continuation Sheet is attached.

1. **ORIGINAL CONTRACT SUM** \$ 800,000.00

2. **Net change by Change Orders** \$ -6,735.00

3. **CONTRACT SUM TO DATE (Line 1 + 2)** \$ 793,265.00

4. **TOTAL COMPLETED & STORED TO DATE** (Column G on Continuation) \$ 793,265.00

5. **RETAINAGE:**

a. Completed Work Percentage 0.0 \$0.00
(Column D + E on Continuation)

b. Stored Material Percentage 0.0 \$0.00
(Column F on Continuation)

Total Retainage (Line 5a + 5b or Total in Column I of Continuation) \$ 0.00

6. **TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total) \$ 793,265.00

7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate) \$ 748,376.75

8. **CURRENT PAYMENT DUE** \$ 44,888.25

9. **BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner	4,518.00	0
Approved this Month	(11,253.00)	
TOTALS	(6,735.00)	-
NET CHANGES by Change Order	(6,735.00)	

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

CONTRACTOR: Nobles Contracting LLC

By: Herbert R Nobles, Jr Date: September 30, 2016

State of: Mississippi
County of: Lamar
Subscribed and sworn to before me this 30th day of Sept 2016

Notary Public: [Signature]
My Commission expires: 2/11/18

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Document, based on on-site observations and the date comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

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

ARCHITECT: [Signature] Date: 19 Oct 2016

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

\$ 44,888.25

CONTINUATION SHEET

PAGE TWO OF FOUR PAGES

APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached

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

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER:

9 FINAL

APPLICATION DATE:

September 30, 2016

PERIOD:

July 27, 2016

ARCHITECT'S PROJECT NO:

15646

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD				
1	Insurance	7,500	\$7,500			\$7,500	100%	\$0
2	Bonds	18,200	\$18,200			\$18,200	100%	\$0
3	MS Construction Tax	28,000	\$28,000			\$28,000	100%	\$0
4	Supervision & Travel	33,000	\$33,000			\$33,000	100%	\$0
5	Jobsite Utilities	30,000	\$30,000			\$30,000	100%	\$0
6	Site Work	32,500	\$32,500			\$32,500	100%	\$0
7	Gravel Backfill	8,000	\$8,000			\$8,000	100%	\$0
8	French Drain	1,200	\$1,200			\$1,200	100%	\$0
9	Concrete Paving	950	\$950			\$950	100%	\$0
10	Demolition & Salvage	34,500	\$34,500			\$34,500	100%	\$0
11	Reinforcing Steel	3,500	\$3,500			\$3,500	100%	\$0
12	Concrete Foundations	20,200	\$20,200			\$20,200	100%	\$0
13	Face Brick	8,700	\$8,700			\$8,700	100%	\$0
14	CMU	14,500	\$14,500			\$14,500	100%	\$0
15	Pavers	21,200	\$17,000	\$4,200		\$21,200	100%	\$0
16	Cut Stone	70,650	\$70,650			\$70,650	100%	\$0
17	Brick Stain	5,000	\$5,000			\$5,000	100%	\$0
18	Miscellaneous Steel	38,000	\$38,000			\$38,000	100%	\$0
19	Exterior Handrail	2,200	\$0	\$2,200		\$2,200	100%	\$0
20	Carpentry	6,400	\$6,400			\$6,400	100%	\$0
	SUB TOTAL (continued)	\$384,200	\$377,800	\$6,400	\$0	\$384,200		\$0

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 9 FINAL
APPLICATION DATE: September 30, 2016
PERIOD: July 27, 2016
ARCHITECT'S PROJECT NO: 15646

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+E')	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD				
21	Interior Trim/ Millwork	6,600	\$6,600			\$6,600	\$0	\$0.00
22	Rigid Insulation	2,500	\$2,500			\$2,500	\$0	\$0.00
23	Membrane W/P	2,800	\$2,800			\$2,800	\$0	\$0.00
24	TPO Roof	9,500	\$9,500			\$9,500	\$0	\$0.00
25	Wood Doors & Frames	4,500	\$4,500			\$4,500	\$0	\$0.00
26	Allowance - Hardware	2,000	\$500	\$1,500		\$2,000	\$0	\$0.00
27	Aluminum Storefronts	12,200	\$12,200			\$12,200	\$0	\$0.00
28	Gypsum Board	5,000	\$5,000			\$5,000	\$0	\$0.00
29	Carpet	19,200	\$19,200			\$19,200	\$0	\$0.00
30	Ceramic & Marble Tile	6,900	\$6,900			\$6,900	\$0	\$0.00
31	Cork Flooring	17,400	\$17,400			\$17,400	\$0	\$0.00
32	Paint	45,600	\$45,600			\$45,600	\$0	\$0.00
33	Allowance - Signage	2,000	\$2,000			\$2,000	\$0	\$0.00
34	Fire Extinguishers	400	\$400			\$400	\$0	\$0.00
35	Toilet Accessories	1,900	\$1,900			\$1,900	\$0	\$0.00
36	Allowance - Canopy	10,000	\$10,000			\$10,000	\$0	\$0.00
37	Bullet-proof Glazing	18,400	\$18,400			\$18,400	\$0	\$0.00
38	Elevator	95,800	\$92,850	\$2,950		\$95,800	\$0	\$0.00
39	-	0						
40	-	0						
	TOTAL	\$646,900	\$636,050	\$10,850	\$0	\$646,900	\$0	\$0.00

PAGE FOUR OF FOUR PAGES

APPLICATION NUMBER: 9 FINAL

APPLICATION DATE: September 30, 2016

PERIOD: July 27, 2016

ARCHITECT'S PROJECT NO: 15646

A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G/C)	BALANCE TO FINISH (C-G)	RETAINAGE	
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD						
21	Plumbing - Lab & Mat	15,600	\$15,600			\$15,600	100%	\$0	\$0.00	
22	- Fixtures	3,100	\$3,100			\$3,100	100%	\$0	\$0.00	
23	HVAC - Relocate 7.5 tn	4,600	\$4,600			\$4,600	100%	\$0	\$0.00	
24	- Exhaust Fan	2,300	\$2,300			\$2,300	100%	\$0	\$0.00	
25	- Labor	1,500	\$1,500			\$1,500	100%	\$0	\$0.00	
26	Allowance - Sump	10,000	\$10,000			\$10,000	100%	\$0	\$0.00	
27	Electrical - 'A' Fixtures	56,000	\$56,000			\$56,000	100%	\$0	\$0.00	
28	Labor	5,000	\$5,000			\$5,000	100%	\$0	\$0.00	
29	Conduit & Hardware	3,000.00	\$3,000			\$3,000	100%	\$0	\$0.00	
30	Labor	5,000.00	\$5,000			\$5,000	100%	\$0	\$0.00	
31	Demolition	2,000.00	\$2,000			\$2,000	100%	\$0	\$0.00	
32	Allowance - Elev, F/A	45,000.00	\$25,709	\$19,291		\$45,000	100%	\$0	\$0.00	
33	CO#1 - ceiling repair/paint	3,987.00	\$3,987			\$3,987	100%	\$0	\$0.00	
34	CO#1 - voice ports	531.00	\$531			\$531	100%	\$0	\$0.00	
35	CO#2 - allowance recon	(11,253.00)		(\$11,253)		(\$11,253)				
36	-	0.00								
37	-	0.00								
38	-	0.00								
39	-	0.00								
40	-	0.00								
	TOTAL	\$793,265	\$774,377	\$18,888	\$0	\$793,265	100%	\$0	\$0.00	

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

Bond No. GRMS32485

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

TO OWNER:
(Name and address)

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

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: See Below

PROJECT:
(Name and address)

CONTRACT DATED: October 21, 2015

Old Federal Building & Post Office, 200 West Pine Street, Hattiesburg, MS 39401 (Renovations and Additions with ADA Upgrades to Existing Facility)

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Granite Re, Inc.
14001 Quailbrook Drive
Oklahoma City, OK 73134

, SURETY,

on bond of
(Insert name and address of Contractor)

Nobles Contracting, LLC
5266 Old Hwy 11, Suite 70-122
Hattiesburg, MS 39402

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: July 27, 2016
(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal):

Brody Buckley - Witness

Granite Re, Inc.

(Surety)

By:

(Signature of authorized representative)

Trina Cobb

Attorney-in-Fact

(Printed name and title)

Resident Mississippi Agent
Bottrell Insurance

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

Trina Cobb its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge the following surety bond, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

Trina Cobb may lawfully do in the premises by virtue of these presents.

Surety Bond Number: GRMS32485
Principal: Nobles Contracting, LLC
Obligee: City of Hattiesburg
Bond Amount: **See Bond Form**

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 7th day of August, 2013.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



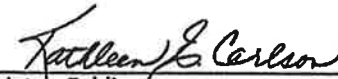

Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 7th day of August, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257




Notary Public

GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 27th day of July, 2016.




Kyle P. McDonald, Secretary/Treasurer

Contractor's Affidavit of Release of Liens

Substantial Completion July 27, 2016

☒	OWNER
☒	ARCHITECT
☒	CONTRACTOR
☒	SURETY
☐	OTHER

PROJECT: (name & address)

Temporary Municipal Court Building Renovations
& Additions with ADA Upgrades
200 West Pine Street

ARCHITECT'S PROJECT NO:

15646

CONTRACT FOR:

stipulated sum AIA A101

CONTRACT DATED:

October 21, 2015

TO OWNER: (name & address)

City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39401

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:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment. (if required by Owner)
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner

CONTRACTOR: (name & address)

Nobles Contracting LLC
5266 Old Hwy 11 Ste 70-122
Hattiesburg, MS 39402

By: 

Date: 30-sep-16

State of: Mississippi

County of: Lamar

Subscribed and sworn to before me this date: 9/30/16

Notary Public 

My Commission Expires:

Contractor's Affidavit of Payment of Debts and Claims

Substantial Completion July 27, 2016

☒	OWNER
☒	ARCHITECT
☒	CONTRACTOR
☒	SURETY
☐	OTHER

PROJECT: (name & address)

Temporary Municipal Court Building Renovations
& Additions with ADA Upgrades
200 West Pine Street

TO OWNER: (name & address)

City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39401

ARCHITECT'S PROJECT NO:

15646

CONTRACT FOR:

stipulated sum AIA A101

CONTRACT DATED:

October 21, 2015

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:**

1. Consent of Surety to Final Payment
2. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment. (if required by Owner)
3. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner
4. Contractor's Affidavit of Release of Liens

CONTRACTOR: (name & address)

Nobles Contracting LLC
5266 Old Hwy 11 Ste 70-122
Hattiesburg, MS 39402

By:  Date: 10-29-16

State of: Mississippi

County of: Lamar

Subscribed and sworn to before me this date: 9/20/16

Notary Public 

My Commission Expires: 2/11/18



Nobles Contracting LLC

5266 Old Hwy 11 Ste 70-122

Hattiesburg, MS 39402

Telephone: 601-213-0750

Fax: 601-213-0171

Temporary Municipal Court Building Renovations
& Additions with ADA Upgrades
200 West Pine Street
Hattiesburg, MS

GUARANTEE OF WORK

We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one year or such longer period of time as may be called for in the contract documents for such portions of the work.

Within the guaranty period, if repairs or changes are requested in connection with guaranteed work which, in the opinion of the Owner (City of Hattiesburg), are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition in very particular, all such guaranteed work, correct all defects therein and make good all damages to the building, site, equipment or contents thereof which, in the opinion of the owner, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract; and make good any work or materials or the equipment and contents of said buildings or site disturbed in fulfilling any such guaranty.

If after notice, the Contractor fails to proceed to comply with the terms of the guaranty, the Owner may have the defects corrected and the Contractor and his Sureties shall be liable for all expense incurred.

All special guaranties applicable to definite parts of the work stipulated in the project manual or other papers forming part of the contract shall be subject to the terms of this paragraph during the first year of the life of such special warranty.

Nobles Contracting LLC
5266 Old Hwy 11 Ste 70-122
Hattiesburg, MS 39402

Herbert R. Nobles, Jr. member/owner
Substantial Completion July 27, 2016

Subscribed and sworn before me this 30th day of Sept 2016

Notary Public:

My commission expires: 2/1/17

NOTICE OF FINAL SETTLEMENT

NOTICE, is hereby given that the contract between the City of Hattiesburg, Mississippi, as Owner, and Nobles Contracting, LLC, dated October 21, 2015, for construction services rendered on the Old Federal Building & Post Office as per approved plans and specifications on file in the City Clerk's Office, has been fully and completely performed and exercised, and that final settlement thereof and thereunder will be made.

THIS NOTICE is given pursuant to and under the terms and provision of Section 31-5-53, Mississippi Code of 1972, annotated as amended and pursuant to the authority conferred by Order of the Mayor and City Council of Hattiesburg, Mississippi, appearing for record upon and as part of the official minutes of said City of Hattiesburg.

WITNESS my signature and the official seal of said City, on the 8th day of November, 2016, A.D,

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Publish (1), Tuesday, November 15, 2016
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403



City of Hattiesburg, MS

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

FILE NUMBER: 2016-45

MEETING DATE: 11/07/2016

MINUTE BOOK NUMBER:

Brief Title: Ratify and confirm the Mayor's re-appointment of W

<u>Title:</u> Ratify and confirm the Mayor's re-appointment of Wyche McMullan (W3) to the Forrest County Industrial Park Commission for a term beginning 6-16-2016 and ending 6-15-2021.
--

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: Re-Appointment of McMullan to Commission

File Created: 11/04/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Forrest County Industrial Park Commission

TERM OF OFFICE: 5 years PERIOD: 6/16/2016 to 6/15/2021

REPLACES: Re-appointment

TERM EXPIRED: X OR RESIGNED: Letter attached

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES NO X

NAME OF PROPOSED APPOINTEE: Wyche McMullan

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: 103 Danbury Lane

HOME PHONE NUMBER: (601)268-3388 WARD: 3

PLACE OF EMPLOYMENT: McMullan Motors

EMPLOYMENT ADDRESS: Broadway Drive

EMPLOYMENT PHONE NO.: (601) 544-2430 POSITION:

PERSON CONTACTED BY: Mayor Dupree DATE:

TO BE CONTACTED BY: DATE CONTACTED:

AGREED TO SERVE: X DECLINED:



City of Hattiesburg, MS

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

FILE NUMBER: 2016-19

MEETING DATE: 11/07/2016

MINUTE BOOK NUMBER:

Brief Title: Authorize Mayor to execute duplicate original agre

Title: Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Hattiesburg Arts Council to provide art cultural programs for children and cultural opportunities for adults, seniors, and persons with disabilities for Hattiesburg residents from October 1, 2016, through September 30, 2017. (Nunc Pro Tunc)

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: Hattiesburg Civic Arts Council Contract 2017

File Created: 11/04/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

STATE OF MISSISSIPPI

COUNTY OF FORREST

AGREEMENT

WHEREAS, the **Hattiesburg Arts Council**, formerly the **Hattiesburg Civic Arts Council**, hereinafter referred to as “**Council**” and the **City of Hattiesburg, Mississippi**, a municipal corporation, hereinafter referred to as “**City**”, has entered into discussion with view of **Council** providing art for children programs and art and cultural opportunities for adults, seniors, and persons with disabilities in the Hattiesburg area, and the parties hereto desire to reduce to writing their agreement of understanding with a properly executed copy of Agreement provided to each party.

Council and **City** do hereby agree and obligate themselves as follows, to-wit:

I.

Council will provide art for children and art and cultural opportunities for adults, seniors, and persons with disabilities program for residents of the Hattiesburg area, for a period beginning on the **1st day of October 2016** and termination on the **30th day of September 2017**. **Council** shall be responsible for operation of the art program including, but not limited to organization, obtaining instructors, supplies, and other related duties and responsibilities. See Program Synopsis attachment.

II.

City shall be responsible for providing space for this art program at the Hattiesburg Recreation Center, the C.E. Roy Center, and other venues as available, and providing to the **Council** an amount not to exceed **Twenty Thousand Seven Hundred Sixty Dollars (\$20,760.00)**, for the purpose of defraying a portion of the expenses incurred by the Council for the conduct of this program. The appropriate expenditure reports shall be completed and filed with the **City Clerks** by October 31, 2017.

III.

Council does hereby obligate itself to comply with the policies of the **City** that all recreation programs shall be open to all citizens of the Hattiesburg area regardless of his/her ability to pay any fees charged for participation in said programs. **Council** does further obligate

itself, in the event availability of the program is limited due to the number of applicants, city residents must receive priority for acceptance in the program.

IV.

It is understood by and between parties that this Agreement may be terminated by either party for any reason upon thirty (30) days written notice of their intention to terminate this Agreement.

V.

WITNESS OUR SIGNATURES, on duplicate originals, on this, the ____ day of _____, A.D., _____.

HATTIESBURG ARTS COUNCIL
(formerly the – HATTIESBURG CIVIC
ARTS COUNCIL)

Rebekah Stark Johnson, DIRECTOR

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

ATTEST:

CITY CLERK

(S E A L)



City of Hattiesburg, MS

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

FILE NUMBER: 2016-20

MEETING DATE: 11/07/2016

MINUTE BOOK NUMBER:

Brief Title: Authorize Mayor to execute duplicate original agre

Title: Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and South Mississippi Art Association to operate and promote ceramics, pottery, and other art programs for Hattiesburg residents from October 1, 2016, through September 30, 2019. (Nunc Pro Tunc)

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: SMAA Ceramics Contract 2017-2019

File Created: 11/04/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

PROFESSIONAL SERVICES AGREEMENT
FOR ESTABLISHMENT OF A CERAMICS PROGRAM
IN THE CITY OF HATTIESBURG

THIS AGREEMENT is made and entered into by and between the City of Hattiesburg, Parks and Recreation Department and the South Mississippi Art Association, (hereinafter referred to as SMAA), for the purpose of engaging the services of said SMAA in the establishment and operation of a ceramics program in the City of Hattiesburg based at the Lt. Ben McNair Recreation Center.

FOR GOOD CONSIDERATION, THE City of Hattiesburg contracts with a ceramics instructor on the following terms and conditions:

LENGTH OF CONTRACT AND SALARY:

This contract shall be for a period of three (3) years subject to annual review and renewal. The City of Hattiesburg will pay SMAA an annual fee of \$13,000.00 to be paid at the beginning of each budget year for the City.

As an independent contractor, said SMAA accepts responsibility for and agrees that it will be responsible for the payment of the federal income taxes, state income taxes, and social security withholdings. Further, SMAA understand that no other benefits shall accrue to or be extended to SMAA, such as health, life, or disability insurance, vacation time, sick leave time, worker's compensation, or any other benefits that are offered and paid to or for employees of the City.

DUTIES AND POSITION:

SMAA shall make a financial report to the Director of Parks and Recreation, or one of his assigned employees, at the end of the City budget year, and shall maintain a workweek of two days per week at least. SMAA shall develop and establish a ceramics program for the City of Hattiesburg , and said program to include instruction classes if needed. SMAA will be responsible for cleanup of the rooms where ceramics are involved.

TERMINATION OF AGREEMENT:

Without cause, the City may terminate this agreement at any time upon thirty (30) days written notice to SMAA. If the City requests, SMAA will continue to perform her duties and be paid her regular salary up to the date of termination. Without cause, SMAA will have the right to terminate this agreement upon providing thirty (30) days written notice to the City. SMAA may be required to perform its duties and be paid its regular contracted amount to the date of termination, and if SMAA cannot fulfill their duties in the contract, all monies not used will be returned to the City. Notwithstanding, anything to the contrary contained in this agreement, the City may terminate SMAA's contract with City for cause without notice.

ADDITIONAL OPPORTUNITIES FOR SMAA:

The City of Hattiesburg agrees to allow SMAA to conduct a sculptor and/or pottery classes under the SMAA umbrella. These classes shall be in the same area of the Lt. Ben McNair Recreation Center as the ceramic classes at different times and days. SMAA will be responsible for furnishing the instructor for these classes. The students of these classes will be responsible for their own supplies.

ASSISTANCE IN LITIGATION:

SMAA upon reasonable notice, shall furnish such information and proper assistance to the City as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after contracted.

SEVERABILITY:

If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect.

ORAL MODIFICATIONS NOT BINDING:

This instrument is the entire agreement of the City and SMAA. Oral changes shall have no effect. It may be altered by written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

SIGNED this 8th day of November, 2016.

South Mississippi Art Association
President

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

Witness



City of Hattiesburg, MS

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

FILE NUMBER: 2016-17

MEETING DATE: 11/07/2016

MINUTE BOOK NUMBER:

Brief Title: Acknowledge receipt of FY2015-2016 Expenditure Rep

Title: Acknowledge receipt of FY2015-2016 Expenditure Report from Hattiesburg Arts Council for Adult and Children's Art Programs.

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: 2016 Hattiesburg Arts Council Expenditure Report

File Created: 11/04/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

Hattiesburg Arts Council July 1, 2015 thru June 30, 2016

After School and Summer Camp Expenditures

Administrative Costs

Planning *	\$ 3,588.34	1 month salary plus payroll tax
Promotion *	\$ 294.14	excludes print jobs mixed with other projects
Phone *	\$ 98.44	1 month phone bill
Art, Music, Dance instruction	\$ 17,787.50	40wks + additional camp sessions & other outreaches
Art Supplies	\$ 1,428.74	
Continuing Education	\$ 1,068.16	
	\$ 24,265.32	MAC Whole Schools Conference attended by all instructors
City funding received	\$ (20,760.00)	
Additional money spent	\$ 3,505.32	

Hattiesburg Arts Council
Profit & Loss Detail
July 2015 through June 2016

	Date	Num	Name	Memo	Clr	Amount
Ordinary Income/Expense						
Income						
Grants						
Local Government Grants						
	11/30/2015		City of Hattiesburg	Parks & Rec programs		20,760.00
Expenses						
Promotional expenses						
	07/15/2015	8766	Bourne Brothers	sMart flyers \$139.10; Outreach literature \$187.25		139.10
	04/30/2016	8994	Bankcard Summary	VistaPrint-smART invitations		91.96
	04/30/2016	8994	Bankcard Summary	BourneBros-smART posters		18.73
	04/18/2016	8992	Rebekah Johnson-Reimburse	smART mailout		19.35
	07/03/2015	8765	United Way	Booth space "Countdown to Kindergarten" at convention ctr		25.00
						294.14
Municipal programs						
SmART/Parks & Rec						
Art Supplies						
	08/10/2015	8782	Rebekah Johnson-Reimburse	2 tables		80.25
	08/25/2015	8790	Bankcard Summary	Amazon-chalks, sketch pencils, washable markers		51.56
	11/30/2015	8876	Bankcard Summary	Texas Art-paint supplies		20.72
	03/09/2016	8963	Bankcard Summary	Amazon-lightbulbs for gallery		25.90
	03/09/2016	8963	Bankcard Summary	Hobby Lobby		38.65
	04/01/2016	8977	Bankcard Summary	Walmart		21.14
	04/30/2016	8994	Bankcard Summary	Sams-smART supplies		41.75
	04/30/2016	9000	Lenz-Allen, Abigail reimburse	Copier ink and laminating pouches		131.00
	04/30/2016	9001	Grateful Soul	exhibit reception		100.00
	04/30/2016	9013	Bianchi's Pizzeria			103.62
	05/10/2016	9018	Lenz-Allen, Abigail reimburse	laminator & pouches		253.94
	05/21/2016	9031	Lenz-Allen, Abigail reimburse			94.77
	05/25/2016	9038	Bankcard Summary	Amazon-smART aprons		14.41
	05/25/2016	9038	Bankcard Summary	Amazon-smArt art supplies		24.66
	05/25/2016	9038	Bankcard Summary	Amazon-smART art supplies		25.23
	05/25/2016	9038	Bankcard Summary	Amazon-smART art supplies		47.94
	05/25/2016	9038	Bankcard Summary	Amazon-smART hanger hooks		49.85
	06/24/2016	9053	Bankcard Summary	Amazon		8.99
	06/24/2016	9053	Bankcard Summary	Netbrands		201.77
	06/24/2016	9053	Bankcard Summary	Crayola		71.19
	06/24/2016	9053	Bankcard Summary	BigLots		21.40
Total Art Supplies						1,428.74
Artist remuneration						
	07/29/2015	8767	Keever, Ellen	sMart instructor MAC Whole School Initiative conference participation		150.00
	07/29/2015	8768	Terry, Lindsey	sMart instructor MAC Whole School Initiative conference participation		125.00
	07/29/2015	8771	Lenz-Allen, Abigail	sMart instructor MAC Whole School Initiative conference participation		135.00
	07/29/2015	8773	Ginn, Katie	sMart Countdown to Kindergarten		60.00
	09/22/2015	8804	Terry, Lindsey	sMart		270.00
	09/22/2015	8805	Lenz-Allen, Abigail	sMart		440.00
	09/22/2015	8806	Keever, Ellen	sMart		330.00
	09/22/2015	8807	Rogers, Leeann Marie	9/9 thru 9/18		120.00
	10/02/2015	8827	Rogers, Leeann Marie	sMart-creative movement		60.00
	10/02/2015	8828	Keever, Ellen	sMart		210.00
	10/02/2015	8828	Keever, Ellen	Live at 5		25.00
	10/02/2015	8829	Terry, Lindsey			210.00
	10/02/2015	8829	Terry, Lindsey	Live at 5		25.00
	10/02/2015	8830	Lenz-Allen, Abigail			320.00
	10/16/2015	8844	Lenz-Allen, Abigail			345.00
	10/16/2015	8845	Keever, Ellen			385.00

Hattiesburg Arts Council
Profit & Loss Detail
July 2015 through June 2016

Date	Num	Name	Memo	Clr	Amount
10/16/2015	8846	Rogers, Leeann Marie	sMart Dance		60.00
10/16/2015	8847	Terry, Lindsey			210.00
11/02/2015	8865	Keever, Ellen	includes \$50 Live at 5		140.00
11/02/2015	8866	Rogers, Leeann Marie			30.00
11/02/2015	8867	Terry, Lindsey			140.00
11/17/2015	8872	Keever, Ellen	SmART Space 3		180.00
11/17/2015	8873	Terry, Lindsey			90.00
11/17/2015	8874	Ginn, Katie			80.00
11/17/2015	8875	Lenz-Allen, Abigail			320.00
12/02/2015	8882	Hunt, Barbara Ann Carver- artist	clay and kiln		60.00
12/07/2015	8885	Keever, Ellen			270.00
12/07/2015	8886	Terry, Lindsey			180.00
12/07/2015	8887	Lenz-Allen, Abigail			410.00
12/07/2015	8888	Rogers, Leeann Marie			60.00
01/12/2016	8909	Keever, Ellen	Dec 10 thru Dec 31		90.00
01/12/2016	8910	Lenz-Allen, Abigail	Dec 10 thru Dec 31		90.00
01/12/2016	8911	Rogers, Leeann Marie	Downtown Holiday		40.00
01/14/2016	8915	Lenz-Allen, Abigail	Jan 4 thru Jan 15		320.00
01/21/2016	8917	Keever, Ellen	Jan 4 thru 15		180.00
01/21/2016	8918	Terry, Lindsey	SmArt		180.00
01/21/2016	8919	Rogers, Leeann Marie	SmArt		60.00
01/28/2016	8926	Keever, Ellen	thru 1/28		180.00
01/28/2016	8927	Lenz-Allen, Abigail	thru 1/28		320.00
01/28/2016	8928	Rogers, Leeann Marie	1/21-1/28		60.00
01/28/2016	8929	Terry, Lindsey	1/21-1/28		135.00
02/15/2016	8939	Terry, Lindsey	2/4 - 2/12		180.00
02/15/2016	8940	Rogers, Leeann Marie	2/4-2/12		60.00
02/15/2016	8941	Keever, Ellen	2/4-2/12		180.00
02/15/2016	8942	Lenz-Allen, Abigail	2/4-2/12		180.00
02/29/2016	8954	Rogers, Leeann Marie	2/18-2/26		60.00
02/29/2016	8955	Keever, Ellen	2/18 thru 2/26		180.00
02/29/2016	8956	Terry, Lindsey	2/18-2/26		180.00
02/29/2016	8957	Lenz-Allen, Abigail	2/18-2/26		320.00
02/29/2016	2639	Lenz-Allen, Abigail			0.00
03/14/2016	8967	Lenz-Allen, Abigail	3/4-3/11		320.00
03/14/2016	8968	Terry, Lindsey	3/3-3/11		180.00
03/14/2016	8969	Keever, Ellen	3/4-3/11		180.00
03/14/2016	8970	Rogers, Leeann Marie	3/3-3/11		60.00
04/05/2016	8978	Keever, Ellen	thru 4/1		190.00
04/05/2016	8979	Lenz-Allen, Abigail	3/24-4/1		160.00
04/05/2016	8979	Lenz-Allen, Abigail	Farmer's Market		15.00
04/05/2016	8980	Rogers, Leeann Marie	3/24		30.00
04/05/2016	8981	Terry, Lindsey	3/24-4/1		90.00
04/09/2016	8986	Lenz-Allen, Abigail	4/7-4/15		320.00
04/09/2016	8988	Terry, Lindsey	4/7 & 8		90.00
04/09/2016	8987	Keever, Ellen	4/14 & 15		90.00
04/09/2016	8989	Rogers, Leeann Marie	4/7 & 8		60.00
04/09/2016	8990	McKellar, Isabelle	Farmers Market, Live @ 5, Artwalk		190.00
04/30/2016	8996	Rogers, Leeann Marie			255.00
04/30/2016	8997	Terry, Lindsey			210.00
04/30/2016	8998	Keever, Ellen			380.00
04/30/2016	8999	Lenz-Allen, Abigail			520.00
05/21/2016	9028	Lenz-Allen, Abigail	5/5 and 5/9		260.00
05/21/2016	9028	Lenz-Allen, Abigail	Live @ 5		25.00
05/21/2016	9029	Ginn, Katie	5/13		45.00
05/21/2016	9030	Keever, Ellen	Live @ 5 5/6		25.00
05/21/2016	9030	Keever, Ellen	5/5,6,12,13		180.00
05/21/2016	9032	Rogers, Leeann Marie	5/5,6,12,&13		120.00
06/15/2016	9046	Ginn, Katie	camp- 6/10 thru 6/17		472.50
06/15/2016	9047	Rogers, Leeann Marie	camp 6-10 thru 6/17		615.00

Hattiesburg Arts Council
Profit & Loss Detail
July 2015 through June 2016

	Date	Num	Name	Memo	Clr	Amount
	06/15/2016	9048	Keever, Ellen	camp		670.00
	06/15/2016	9049	Lenz-Allen, Abigail	camp		845.00
	06/30/2016	9057	Lenz-Allen, Abigail	camp		835.00
	06/30/2016	9058	Ginn, Katie	camp		630.00
	06/30/2016	9059	Rogers, Leeann Marie	camp		630.00
	06/30/2016	9060	Keever, Ellen	camp		660.00
Total Artist remuneration						17,787.50
Total SmART/Parks & Rec						19,216.24
Travel and Meetings						
	07/03/2015	8764	MAC Whole School Initiative	Conference participation for regular staff and sMart instructors		300.00
	07/31/2015	8779	Wooten, Alejandro-reimburse	MAC Whole School Initiative conference out of pocket expenss		60.00
	08/25/2015	8790	Bankcard Summary	Drury Inn - Summer Institute		289.08
	08/25/2015	8790	Bankcard Summary	Drury Inn		289.08
	09/11/2015	8799	Rebekah Johnson-Reimburse	MAC Whole Schools travel/food reimburse \$70 mileage, \$60 food 3 c		130.00
Total Travel and Meetings						1,068.16



City of Hattiesburg, MS

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

FILE NUMBER: 2016-21

MEETING DATE: 11/07/2016

MINUTE BOOK NUMBER:

Brief Title: Acknowledge receipt of FY 2015-2016 Expenditure Re

<u>Title:</u> Acknowledge receipt of FY 2015-2016 Expenditure Report from South Mississippi Art Association for Ceramics, Pottery, and Sculpture Programs.
--

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: 2016 SMAA Expenditure Report

File Created: 11/04/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

South Mississippi Art Association
Sculpture and Pottery Program - 10/01/15-09/30/16

Deposit on 10/28/2015= \$13,000.00

Check #	Date	Paid to		Amount	Program	Running Total Spent
			starting balance	\$ 13,000.00		
5148	10/15/15	Ben Watts	10/01/15-10/15/15	\$ (500.00)	Pottery Program	\$ (500.00)
5151	10/28/15	Ben Watts	10/16/15-10/31/15	\$ (500.00)	Pottery Program	\$ (1,000.00)
5154	11/15/15	Ben Watts	11/01/15-11/15/15	\$ (500.00)	Pottery Program	\$ (1,500.00)
5155	11/30/15	Ben Watts	11/16/15-11/30/15	\$ (500.00)	Pottery Program	\$ (2,000.00)
5156	12/15/15	Ben Watts	12/01/15-12/15/15	\$ (500.00)	Pottery Program	\$ (2,500.00)
5164	01/05/16	Ben Watts	12/16/15-12/31/15	\$ (500.00)	Pottery Program	\$ (3,000.00)
5165	01/15/16	Ben Watts	01/01/16-01/16/16	\$ (500.00)	Pottery Program	\$ (3,500.00)
5181	01/31/16	Ben Watts	01/16/16-01/31/16	\$ (500.00)	Pottery Program	\$ (4,000.00)
5182	02/15/16	Ben Watts	02/01/16-02/15/16	\$ (500.00)	Pottery Program	\$ (4,500.00)
5183	02/29/16	Ben Watts	02/16/16-02/28/16	\$ (500.00)	Pottery Program	\$ (5,000.00)
5187	03/23/16	Ben Watts	03/01/16-03/15/16	\$ (500.00)	Pottery Program	\$ (5,500.00)
5188	03/31/16	Ben Watts	03/16/16-03/31/16	\$ (500.00)	Pottery Program	\$ (6,000.00)
5189	04/12/16	Ben Watts	04/01/16-04/15/16	\$ (500.00)	Pottery Program	\$ (6,500.00)
5192	05/02/16	Ben Watts	04/15/16-04/30/16	\$ (500.00)	Pottery Program	\$ (7,000.00)
5194	05/15/16	Ben Watts	05/01/16-05/15/16	\$ (500.00)	Pottery Program	\$ (7,500.00)
5195	05/30/16	Ben Watts	05/16/16-05/31/16	\$ (500.00)	Pottery Program	\$ (8,000.00)
5197	06/14/16	Ben Watts	06/01/16-06/15/16	\$ (500.00)	Pottery Program	\$ (8,500.00)
5198	07/01/16	Ben Watts	06/15/16-06/30/16	\$ (500.00)	Pottery Program	\$ (9,000.00)
5199	7/14/2016	Ben Watts	07/01/16-07/15/16	\$ (500.00)	Pottery Program	\$ (9,500.00)
5201	07/31/16	Ben Watts	07/16/16-07/31/16	\$ (500.00)	Pottery Program	\$ (10,000.00)
5204	08/15/16	Ben Watts	08/01/16-08/15/16	\$ (500.00)	Pottery Program	\$ (10,500.00)
5205	08/30/16	Ben Watts	08/16/16-08/31/16	\$ (500.00)	Pottery Program	\$ (11,000.00)
5210	09/15/16	Ben Watts	09/01/16-09/15/16	\$ (500.00)	Pottery Program	\$ (11,500.00)
5211	09/30/16	Ben Watts	09/16/16-09/30/16	\$ (500.00)	Pottery Program	\$ (12,000.00)
		Check #5148 was paid before receipt of City of Hattiesburg funds				
			Total spent to date	\$ (12,000.00)		
			Running balance	\$ 1,000.00		



City of Hattiesburg, MS

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

FILE NUMBER: 2016-24

MEETING DATE: 11/07/2016

MINUTE BOOK NUMBER:

Brief Title: Acknowledge receipt of request filed by Leonard Bu

Title: Acknowledge receipt of request filed by Leonard Busby, Capturion Network, LLC, to appeal the Urban Development Director's denial of a request to convert a static billboard to a tri-vision billboard located at 5012 US Highway 98; Pattie Brantley, Urban Development Director, denied the application on October 10, 2016 based on LDC 95.12 2.; set a public hearing before City Council at 4:00 p.m. on December 5, 2016, and authorize publication of Public Notice of Appeal Public Hearing.

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: 5012 US Hwy 98 - Sign Application - Billboard, Appeal Letter - Capturion Network October 17 2016

File Created: 11/04/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

16. 007922

RECEIVED

SEP 06 2016

REC BY: *[Signature]*

SIGN PERMIT APPLICATION

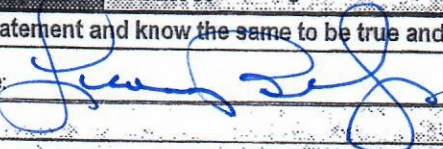
CITY OF HATTIESBURG - LAND DEVELOPMENT CODE OFFICE
 P O BOX 1898 - HATTIESBURG, MS 39403-1898 - PHONE (601) 545-4559

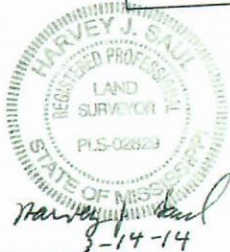
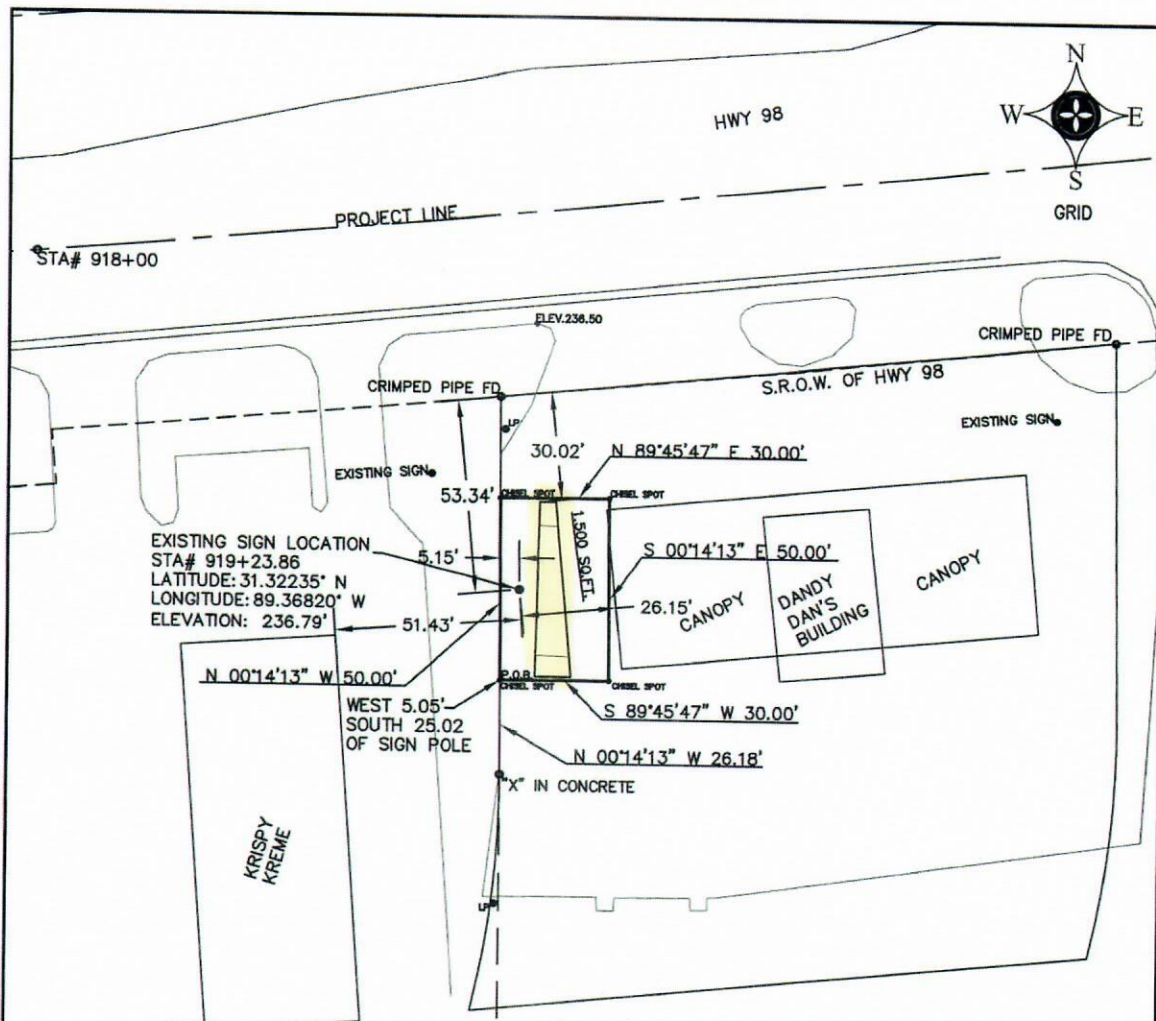
RECEIVED

SEP 4 2016

REC BY: *[Signature]*

Application must be completed IN FULL prior to any review by LDC Staff			
Drawings CANNOT be faxed as they are typically illegible.			
L.E.D. Signs must also be approved by the Site Plan Review Committee for SPRC application contact 601-545-4599			
			DATE
Name of Project	Texaco US HWY 98		
Property Address	5012 US HWY 98		
Phone Numbers (cell, office, etc.)	601-580-8283		
City Hattiesburg	State MS	Zip 39440	County Lamar
If mailing address different from above - please complete the following information:			
Property Owner/Company Name	Mississippi Oil, INC in C/O Busby Companies		
Mailing address	P.O. Box 6439		
Phone Numbers (cell, office, etc.)	601-428-4014		
City Laurel	State MS	Zip 39441	County Jones
Shaded areas are for L.D.C. Staff only			
Zoning Class B.5	Historical District N/A	Flood Zone X	
Panel #	Map #	Eff. Date	
WARD 3		CONTRACTOR INFORMATION:	
SIGN CONTRACTOR:	Capturion Network, LLC	VERIFIED BY LDC:	
ELECTRICAL:	Dubose Electric	INS	BOND
RESPONSIBLE PARTY FOR CLEANUP/DISPOSAL:		(SIGNATURE)	Leonard Busby, II
Clean-up Contact Person:	Leonard Busby, III	Company Name:	Capturion Network, LLC
Address:	P.O. Box 6439 Laurel, MS 39441	Phone:	601-428-4014
The following items or information is required for review of this application			
Site Plan/Property Plat with sign location, setback and ALL sign and setback dimensions		(attach)	
Vicinity Map for Property Site Required		(attach)	
Parcel Number:	051P-11-038.000 (Null)	PPIN #	11883
Corner Lot? (yes/no)	YES	Interior Lot? (yes/no)	NO
Are there any existing freestanding signs at this location? (yes/no)	YES	Church Sign? (yes/no)	NO
Engineer Certification (attach) as to:		School Sign? (yes/no)	NO
State/Federal Permit Required (Highway Dept)	Yes: X	No:	
Describe Scope of Work:		Wind load:	
Convert existing static face to a new Tri- Vision Face. Brick and Stone the pole for Aesthetic Purposes .		If yes, Permit #	
Being that there are others in the city that exist now this should be approved without any objection, also if you will note you need to sign my MDOT Application that is required by State Law in which we meet all of their spacing requirements, just like all of the other existing Tri-Visions within the City			
As the City has allowed our competitors to erect Tri-Vision signs and/or has not demanded that our competitors take down their existing Tri-Vision signs, we would ask that we not be treated differently by the City. We are entitled to the same equal protection under the law			
Variance(s) Required?	How many	Section #	
	Requires:	Requests:	
	How many	Section #	
	Requires:	Requests:	

SIGN DETAIL										
Check appropriate block(s) or indicate Letter			1st SIGN		2nd SIGN		3rd SIGN		4th SIGN	
New Sign										
Replacing Existing Sign										
Change Out Face Only - NO change in size/message area			X Change out Face							
Permanent Sign (P)	or	Temporary Sign (T)	P							
Commercial (C)	or	Non-Commercial (NC)	C							
Off Premise (need site plan) (Off)	or	On Premise (On)	OFF							
Freestanding (F)	or	Monument (M)								
Roof Sign (R)	or	Projecting (P)								
L.E.D.	or	Marquee (M)								
Building Mounted (B)	or	Wall Mounted (W)								
Tubing or String of lights (T or S)	or	Directional (D)								
Billboard (specify if single (S), "V" shaped (V) or back-to-back (B/B) style)			V Shaped							
Other (specify type)			Tri Vision							
Give details for each proposed sign										
Street Frontage (Linear Foot)			170 Feet	ft		ft		ft		ft
Front Setback (to property line/not road)			F 30.02 Feet	ft	F	ft	F	ft	F	ft
Nearest Side Setback (to property line/not road)			S 5.15 Feet	ft	S	ft	S	ft	S	ft
Rear Setback (to property line/not road)			R 90 Feet	ft	R	ft	R	ft	R	ft
Overall Sign Height (ground to top of pole)			H 26 Feet	ft	H	ft	H	ft	H	ft
Ground Clearance			C 23 Feet	ft	C	ft	C	ft	C	ft
Sign Height			H 40 Feet	ft	H	ft	H	ft	H	ft
Sign Width			W 48 Feet	ft	W	ft	W	ft	W	ft
Sign Depth			D 20 Feet	ft	D	ft	D	ft	D	ft
How many sides? 1, 2, Multi (M), 3 dimensional (3)			2 Faces							
Distance between backs of signs (B/B)			B/B		B/B		B/B		B/B	
Standard Message Area Square Footage (per panel or section)			672	Sq Ft		Sq Ft		Sq Ft		Sq Ft
Standard Message Area Square Footage (per panel or section)			672	Sq Ft		Sq Ft		Sq Ft		Sq Ft
Standard Message Area Square Footage (per panel or section)				Sq Ft		Sq Ft		Sq Ft		Sq Ft
Standard Message Area Square Footage (per panel or section)				Sq Ft		Sq Ft		Sq Ft		Sq Ft
Standard Message Area Square Footage (per panel or section)				Sq Ft		Sq Ft		Sq Ft		Sq Ft
Standard Message Area Square Footage (per panel or section)				Sq Ft		Sq Ft		Sq Ft		Sq Ft
L.E.D. Message Area Square Footage				Sq Ft		Sq Ft		Sq Ft		Sq Ft
TOTAL Message Area for overall sign			1344	Sq Ft		Sq Ft		Sq Ft		Sq Ft
L.E.D. Color										
Illuminated (I)	or	Non-Illuminated (NI)	I							
Internally Illuminated (II)	or	Externally Illuminated (EI)								
For Building or Wall Signs: Size/Area Height			H	ft	H	ft	H	ft	H	ft
For Building or Wall Signs: Size/Area Width			W	ft	W	ft	W	ft	W	ft
For Building or Wall Signs: Overall Wall Size/Area				Sq Ft		Sq Ft		Sq Ft		Sq Ft
For Billboards - Distance from closet billboard on same side of street			746.4B	ft		ft		ft		ft
If Commercial Project over \$10,000 then you must provide an MPC Number #					Total Job Cost		\$ 25,000			
					Permit Fee		\$			
I hereby certify that I have read and examined this statement and know the same to be true and correct:										
Print Name: Leonard Busby, III			Signature: 							
Notes:										
Approved by:			Date approved				Date issued			
Permit Number			Cross Ref. Permit				Prepared by:			



NOTE:
ALL BEARINGS AND DISTANCES BASED ON
TRANSVERSE MERCATOR-MISSISSIPPI EAST ZONE NAD83.
BEARINGS DETERMINED BY GPS - GRID NORTH.
HORIZONTAL AND VERTICAL CONTROL STATION: INET NETWORK
VERTICAL DATUM- NAVD88
SURVEY PERFORMED BY RTK GPS AND CONVENTIONAL
COMBINED FACTOR: 0.99987644
CONVERGENCE ANGLE: -00°16'41"
NOTE: NOT ALL EASEMENTS AND ROW'S
LOCATED - OBSERVED OR RECORDED
NOT ALL SUBSURFACE FEATURES LOCATED
NOT ALL STRUCTURES AND FEATURES LOCATED

A parcel of land lying in the NE 1/4 of the SE 1/4 of Section 11, Township 4 North, Range 14 West, Lamar County, Mississippi, described as follows:

Commencing at the SE/C of the NE 1/4 of the SE 1/4 of Sec.11-T4N-R14W, Lamar County, Mississippi, thence run West 1054.89 feet, thence run North 410.93 feet to a chiseled X in the concrete, thence run N 00°14'13" W 26.18 feet to a point that is 5.05 feet West and 25.02 feet South of the sign pole for the P.O.B. Thence continue N 00°14'13" W 50.00 feet, thence run N 89°45'47" E 30.00 feet, thence run S 00°14'13" E 50.00 feet, thence run S 89°45'47" W 30.00 feet to the P.O.B. Containing 1,500 sq.ft.

SE/C OF THE NE 1/4 OF THE
SE 1/4 OF SEC.11-T4N-R14W,
LAMAR COUNTY, MISSISSIPPI.

DATE: 2/25/14	REFERENCE MATERIALS: ORIGINAL GOV'T FIELD NOTES; BENNIE J. SELLERS PLAT; DEED BOOK 82, PAGE 146-147; MDOT ROW PLAT; CLIENT'S INSTRUCTIONS				
SCALE: 1"=40'	SAUL SURVEYING AND MAPPING, LLC. 454 SHORT 7th AVENUE - LAUREL, MS 39440 PHONE: (601) 428-0800 - FAX: (601) 649-2372 EMAIL: hsaul@saulsurveying.com PROFESSIONAL SURVEYOR ALABAMA LICENSE #28446 / MISSISSIPPI LICENSE #02829 COPYRIGHT © 2014 ~ SAUL SURVEYING AND MAPPING, INC.				
SURVEY CLASS: B					
DWG. NO.: 022514A1(E.of krispy kreme)(air space lease)					
☒ SOLAR OBSERVATION	LOCATION: SEC.11-T4N-R14W, LAMAR COUNTY, MISSISSIPPI.				
☐ BEARING DETERMINED BY GPS	NAME: CAPTURIOR SIGN AT DANDY DAN'S (HWY 98)(AIR SPACE LEASE)				
PREPARED BY: PB					
CREW LEADER: JP	☐ 1/2" REBAR	☒ GAS METER	☒ FIRE HYDRANT	FLOOD MAP:	
CHECKED BY: HJS	☐ CONCRETE MARKER	PROPERTY LINE	☒ WATER METER	MAP DATE:	
NO TITLE RESEARCH DONE BY THIS SURVEYOR	☐ POWER POLE	CENTER LINE	☐ WOOD FENCE	FLOOD ZONE:	
	☐ LAMP POLE	WIRE FENCE	☐ ELECTRICAL LINE	FLOODS: YES ☐ NO ☐	

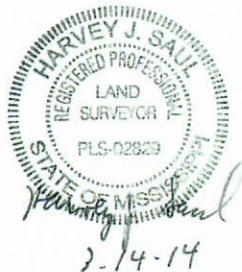
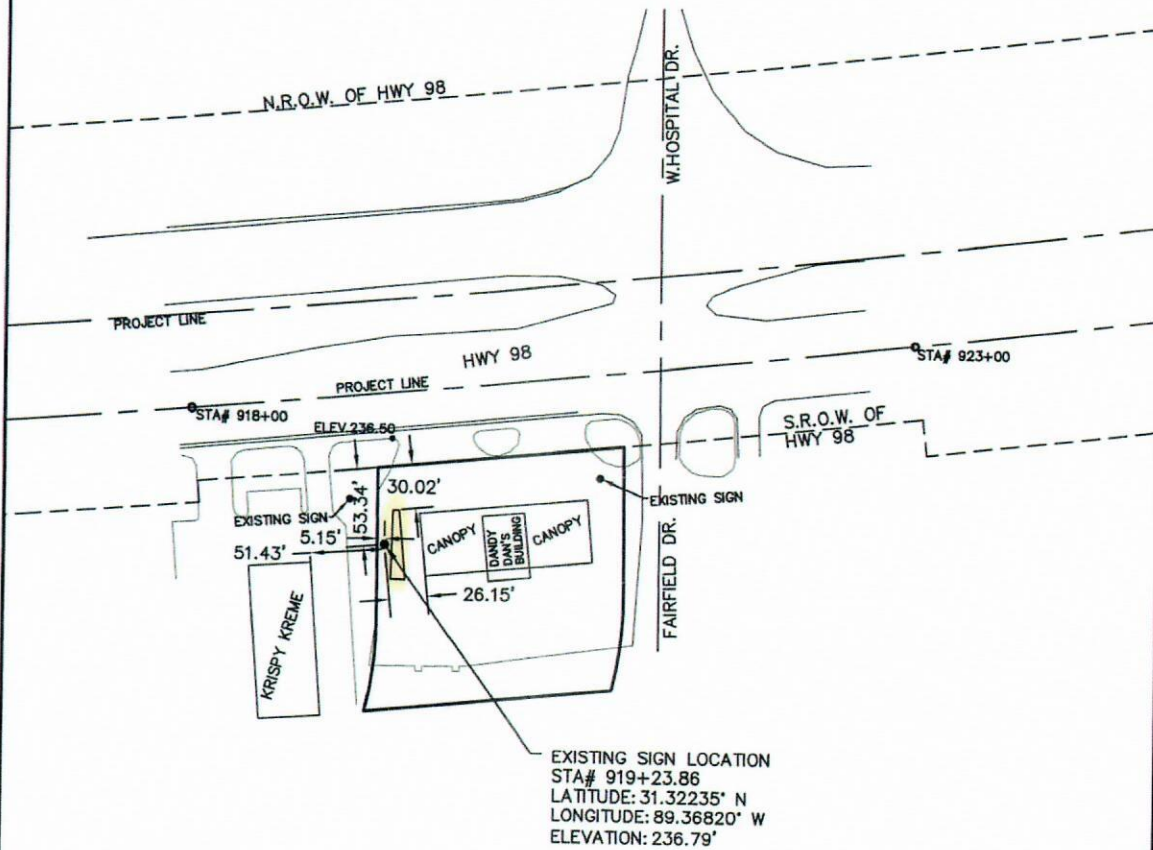
Sheet No: _____ of _____

Permit No: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY



Show North
GRID



SCALE: 1"=100'
DWG# 022514A1(E.of krispy kreme)(MDOT)
PREPARED BY: PB

NOTE: ALL BEARINGS AND DISTANCES BASED ON
TRANSVERSE MERCATOR-MISSISSIPPI EAST ZONE NAD83.
BEARINGS DETERMINED BY GPS - GRID NORTH.
HORIZONTAL AND VERTICAL CONTROL STATION: INET NETWORK
VERTICAL DATUM- NAVD83
SURVEY PERFORMED BY RTK GPS AND CONVENTIONAL
COMBINED FACTOR: 0.99997644
CONVERGENCE ANGLE: -00°16'41"

FINAL ADMINISTRATIVE RULE/REGULATION ADOPTION
STATE BOARD OF CONTRACTORS
STATE OF MISSISSIPPI

Effective October 15, 2007 the following administrative rule/regulation has been officially adopted by the Mississippi State Board of Contractors.

Once a building permit is issued to a residential builder or remodeler, or the holder of a certificate of responsibility by a municipal or county building official, or any other authority charged with the duty of issuing local building permits, such licensed residential builder or residential remodeler or holder of a certificate of responsibility shall exhibit a sign at the permitted job site which shall include, prominently displayed in lettering at least two (2) inches high and twelve (12) inches wide, the license or certificate of responsibility number of the residential builder or residential remodeler or holder of the certificate of responsibility and the State issuing it.

Captureion Network, LLC

Contractor Company

P.O. Box 6439, Laurel, MS
39441

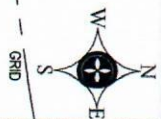
Company Address:

[Signature]

Contractor Signature:

Sept 2nd 2016

Date:



N.B.O.W. OF HWY 98

PROJECT LINE

STA# 923+00

EXISTING OUTDOOR
ADVERTISING SIGN
(BILLBOARD)

PROJECT LINE
HWY 98

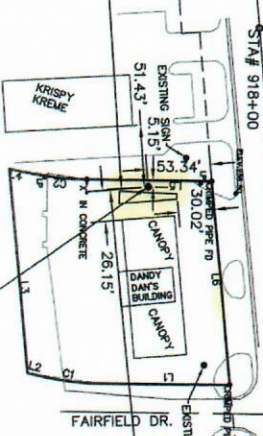
STA# 918+00

EXISTING OUTDOOR
ADVERTISING SIGN
(BILLBOARD)

746.48'

LINE	BEARING & DISTANCE AS PER DEED	BEARING & DISTANCE AS PER SURVEY (NAD83)
L1	S 00°20'19" E 104.22'	
L2	S 1°35'12" W 2.33'	
L3	S 84°09'36" W 170.00'	
L4	N 1°35'12" E 2.33'	
L5	N 00°20'19" W 104.22'	
L6	N 84°09'36" E 170.00'	
CURVE	RADIUS & ARC LENGTH	CHORD
C1	256.11' & 63.45'	S 06°45'08" W 63.29'
C2	256.11' & 63.45'	N 06°45'08" E 63.29'

EXISTING SIGN LOCATION
STA# 919+23.86
LATITUDE: 31.32235° N
LONGITUDE: 89.36820° W
ELEVATION: 236.79'



SAUL SURVEYING AND MAPPING, LLC.

ALABAMA LICENSE #29446 / MISSISSIPPI LICENSE #02829
454 SHERBURN AVE. - SUITE 200
BIRMINGHAM, AL 35202
PHONE: (205) 436-0800 - FAX: (205) 436-2572
EMAIL: bsa@saulsurveying.com
PROFESSIONAL SURVEYOR

LOCATION: SEC. 11-T4N-R14W, LAMAR COUNTY, MISSISSIPPI
NAME: CAPT/JON SIGN AT DANDY DAVIS (HWY 98)/AREA OF REVIEW

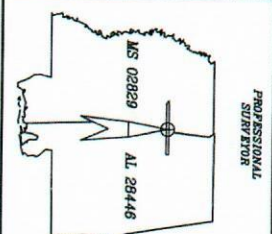
☐ 1/2" REBAR	☒ GAS METER	☒ FIRE HYDRANT	☐ FLOOD MAP
☐ CONCRETE MARKER	☐ PROPERTY LINE	☒ WATER METER	☐ MAP DATE:
☐ POWER POLE	☐ CENTER LINE	☐ WOOD FENCE	☐ FLOOD ZONE:
☐ LAMP POLE	☐ WIRE FENCE	☐ ELECTRICAL LINE	☐ FLOODS: YES ☐ NO ☐

NOTE: NOT ALL EASEMENTS AND ROWS
LOCATED - OBSERVED OR RECORDED
NOT ALL SUBSURFACE FEATURES LOCATED
NOT ALL STRUCTURES AND FEATURES LOCATED

NOTE: ALL BEARINGS AND DISTANCES BASED ON
TRANSVERSE MERCATOR-MISSISSIPPI EAST ZONE NAD83.
BEARINGS DETERMINED BY GPS - GRID NORTH.
HORIZONTAL AND VERTICAL CONTROL STATION: NET NETWORK
SURVEY PERFORMED BY RTK GPS AND CONVENTIONAL
CONVERSION FACTOR: 0.99997244
CONVERSION ANGLE: -00°16'41"



DATE: 2/29/14	REFERENCE MATERIALS: ORIGINAL GOVT FIELD NOTES, BENNIE J. SELLERS PLAT, DEED BOOK 82, PAGE 146-147, MOOT ROW PLAT, CLIENT'S INSTRUCTIONS
SCALE: 1"=100'	
SURVEY CLASS: B	NOTES:
DWG. NO.: 0225144(E. of Krispy Kremer)(area of review)	
☒ SOLAR OBSERVATION	
☐ BEARING DETERMINED BY GPS	
PREPARED BY: PB	REVISIONS
CREW LEADER: JP	
CHECKED BY: HJS	
NO TITLE RESEARCH DONE BY THIS SURVEYOR	





**BURSON ENTREKIN ORR
MITCHELL & LACEY, PA**

RICHARD O. BURSON
ROMNEY H. ENTREKIN ¹
CRAIG N. ORR
RYAN J. MITCHELL
P. GRAYSON LACEY, JR.
SHIRLEY M. MOORE ^{2,3}
BENJAMIN B. MORGAN
KATHERINE B. SUMRALL

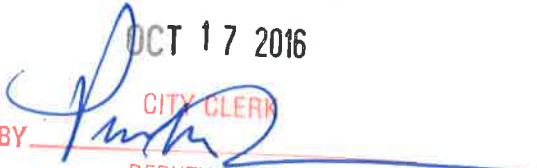
¹ ALSO ADMITTED IN LOUISIANA

² ALSO ADMITTED IN TENNESSEE

³ ALSO ADMITTED IN ALABAMA

FILED

OCT 17 2016

BY  CITY CLERK
DEPUTY CLERK

October 17, 2016

Mr. Kermas Eaton
City Clerk
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS39403-1898

VIA HAND-DELIVERY

Re: Convert Static Off-Premise Sign to Tri-Vision
Sign Application for Texaco from Capturion Network, LLC
5012 U. S. Highway 98
Hattiesburg, MS 39401

Dear Mr. Eaton:

I represent Capturion Network, LLC in connection with the above matter. I am in receipt of Patti Brantley's October 10, 2016 letter regarding the above matter. A copy of that letter is enclosed herewith for your convenience.

Ms. Brantley's letter states that should my client "desire to appeal this decision, a letter of appeal must be filed with the city clerk's office within ten (10) days of this communication." Please consider this letter our notice of appeal. To the extent that a formal form is required, I am, out of an abundance of caution, enclosing the form REQUEST TO APPEAL PLANNING COMMISSION RECOMMENDATION that we received from Ms. Brantley's office.

The basis of our appeal is that the City Of Hattiesburg is treating my client differently than other billboard sign companies with respect to Tri-Vision billboard signs. As Ms. Brantley's letter notes: "I am fully aware that we have [Tri-Visions billboard signs] in some areas of the city." There are in fact several such signs in the city limits, and the city has taken no action whatsoever to bring those signs in compliance with the regulations set forth in Ms. Brantley's letter. By allowing my client's competitors to erect and/or maintain Tri-Vision billboard signs within the city limits but refuse my client those same rights, the city is treating

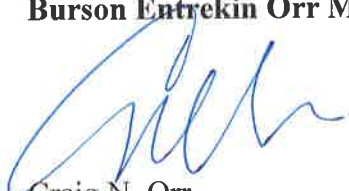
my client differently. This deprives my client of its rights under the Mississippi and United States Constitution.

Accordingly, we respectfully appeal Ms. Busby's decision. Please direct this letter to the planning division manager for processing for a public hearing before the city Council.

Should you need anything further from me, please do not hesitate to contact me.

Sincerely,

Burson Entrekin Orr Mitchell & Lacey, PA



Craig N. Orr

CNO/plw

Cc: Patricia Brantley, AICP Director, Dept. of Urban Development
Annie Amos, Esq., City Attorney
Ginger Maddox, Planning Division Manager
All with enclosures



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Mary Dryden

Council - Ward 5
Henry Naylor

October 10, 2016

Mr. Leonard Busby
Capturion Network, LLC
P. O. Box 6439
Laurel, MS 39441

RE: Convert Static Off-Premise Sign to Tri-vision
Sign Application for Texaco from Capturion Network, LLC
5012 U. S. Highway 98
Hattiesburg, MS 39401

Mr. Busby,

In response to your request to convert an existing static billboard to a tri-vision billboard, the Sign Ordinance does not allow a revolving mechanism for on premise or off premise signs. I am fully aware that we have them in some areas of the city. As we have addressed earlier, the existing tri-vision billboards were either permitted before the adoption of the current Land Development Code or were permitted by MDOT, exclusive of city involvement. Your application to convert the static billboard located at 5012 US Hwy 98 to a tri-vision billboard has been denied. Section 95.12, Miscellaneous Restrictions and Prohibitions, of the Land Development Code has been included for your review.

Land Development Code

95.12 Miscellaneous Restrictions and Prohibitions:

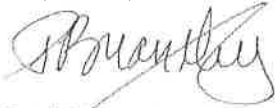
2. Signs that revolve or are animated or that utilize movement or apparent movement are prohibited. Without limiting the foregoing, banners, streamers, animated display boards, pennants, and propellers are prohibited, but signs that only move occasionally because of wind are not prohibited if their movement: (Amended by Ord. 2583, Sec. 1, 1/21/97)
 - a. Is not a primary design feature of the sign. (Amended by Ord. 2583, Sec. 1, 1/21/97)
 - b. The restriction of this subsection shall not apply to signs specified in 95.11.4. or to signs indicating the time, date, or temperature. (Amended by Ord. 2583, Sec. 1, 1/21/97)

Should you desire to appeal this decision, a letter of appeal must be filed with the City Clerk's office within ten (10) days of this communication. Your letter will then be directed to the Planning Division

Leonard Busby
October 10, 2016
Page 2

Manager and processed to hold a public hearing before the City Council. If you require additional assistance, you may contact me directly.

Respectfully,

A handwritten signature in cursive script, appearing to read 'P. Brantley', written in dark ink.

Patricia Brantley, AICP
Director, Department of Urban Development

C: Craig Orr, Attorney
Annie Amos, City Attorney
Ginger Maddox, Planning Division Manager



Send to:
Pattie Brantley, Director of Urban Development
Dept. of Urban Development
P.O. Box 1898
Hattiesburg, MS 39403
601.545.4591 or fax 601.545.1962

REQUEST TO APPEAL PLANNING COMMISSION RECOMMENDATION

Today's Date:	October 17, 2016
Planning Commission Meeting Date:	N/A
<i>(Appeals must be made within ten consecutive days of the recommendation)</i>	
Name of Property Owner/Petitioner:	Mr. Leonard Busby, Capturion Network, LLC
Name of Person Requesting Appeal Hearing:	Mr. Leonard Busby, Capturion Network, LLC
Mailing Address of Person Requesting Appeal Hearing:	P. O. Box 6439, Laurel, MS 39401
Address of Petitioned Property: 5012 U.S. Highway 98, Hattiesburg, MS 39401	
Petitioner's Request of the Planning Commission: Hearing and Re-Consideration of decision to deny application to convert the static billboard located at 5012 U.S. Highway 98 to a tri-vision billboard.	
Planning Commission's Recommendation: <i>Approve or Deny x</i>	

I/We hereby APPEAL the Planning Commission Recommendation for the above referenced petition and request to hold a Public Hearing before the Hattiesburg City Council.


Appellant (signature)

Appellant (signature)
As Attorney



City of Hattiesburg, MS

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

FILE NUMBER: 2016-33

MEETING DATE: 11/07/2016

MINUTE BOOK NUMBER:

Brief Title: Acknowledge bids received October 13, 2016, for th

Title: Acknowledge bids received October 13, 2016, for the 1500 GPM Wesley Well No. 2 Project and accept the bid from Thompson Brothers Drilling in the amount of \$459,000.00 as the lowest and best bid; Authorize Mayor to execute contract documents upon preparation.

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: Bid Tab

File Created: 11/04/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File



Engineering Progress

October 13, 2016

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

Attn: Lamar Rutland, P.E.

Re: 1500 GPM Wesley Well No. 2
City of Hattiesburg

Dear Mr. Rutland:

I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on October 13, 2016 for the above referenced project.

I am recommending Thompson Brothers Drilling, of Ellisville, MS in the bid amount of Four Hundred Fifty-Nine Thousand Dollars and Zero Cents (\$459,000.00).

Enclosed is a copy of the original bid from Thompson Brothers Drilling and the original bids from all other bidders.

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

Sincerely,



John T. Weeks, P.E.
Project Engineer

/aa
Enclosures

BID TAB				October 13, 2016		Thompson Brothers Drilling		Griner Drilling Services, Inc.		Lyman Well Company, LLC		Layne Christensen Company	
Project:				1500 GPM Wesley Well No. 2		5410 Hwy 11 North		126 Interstate Drive		15456 Sub Ladner Road		1800 Hughes Landing Blvd. Suite 800	
Project No.				1273-W006		Ellisville, MS 39437		Richland, MS 39218		Gulfport, MS 39503		The Woodlands, TX 77380	
BASE BID													
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	TEST HOLE - 850 L.F. Deep	1	L.S.	\$155,000.00	\$155,000.00	\$89,000.00	\$89,000.00	\$70,200.00	\$70,200.00	\$56,010.00	\$56,010.00		
2	16"X12" 1500 GPM WATER WELL - 820 L.F. Deep	1	L.S.	\$195,383.00	\$195,383.00	\$351,956.00	\$351,956.00	\$358,000.00	\$358,000.00	\$386,472.00	\$386,472.00		
2A	ADD TO ITEM No. 2 PER FOOT OF COMPLETED WELL BELOW 820 L.F.	0	L.F.	\$400.00	\$0.00	\$75.00	\$0.00	\$350.00	\$0.00	\$195.00	\$0.00		
2B	DEDUCT FROM ITEM No. 2 PER FOOT OF COMPLETED WELL ABOVE 820 L.F.	0	L.F.	\$200.00	\$0.00	\$45.00	\$0.00	\$10.00	\$0.00	\$195.00	\$0.00		
3	12" MASTER WATER METER	1	L.S.	\$3,200.00	\$3,200.00	\$4,200.00	\$4,200.00	\$6,000.00	\$6,000.00	\$6,214.00	\$6,214.00		
4	YARD PIPING - 12" DUCTILE IRON	1	L.S.	\$38,740.00	\$38,740.00	\$24,000.00	\$24,000.00	\$54,000.00	\$54,000.00	\$52,447.00	\$52,447.00		
5	CHAIN-LINK FENCE/GATES	440	L.F.	\$15.40	\$6,776.00	\$16.00	\$7,040.00	\$20.00	\$8,800.00	\$30.00	\$13,200.00		
6	ELECTRICAL WORK	1	L.S.	\$26,950.00	\$26,950.00	\$26,000.00	\$26,000.00	\$10,000.00	\$10,000.00	\$31,524.00	\$31,524.00		
7	WELL CONTROLS	1	L.S.	\$30,951.00	\$30,951.00	\$33,000.00	\$33,000.00	\$48,000.00	\$48,000.00	\$38,365.00	\$38,365.00		
8	EROSION CONTROL	1	L.S.	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$6,000.00	\$6,000.00	\$1,765.00	\$1,765.00		
9	GRASSING	1	L.S.	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$1,765.00	\$1,765.00		
Bid Total:					\$459,000.00		\$536,796.00		\$562,000.00		\$587,762.00		

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on October 13th, 2016, and that said tabulation is true and correct to the best of my belief.


John T. Weeks, P.E.

Comments

* Mathematical Correction



City of Hattiesburg, MS

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

FILE NUMBER: 2016-31

MEETING DATE: 11/07/2016

MINUTE BOOK NUMBER:

Brief Title: Acknowledge bids received October 20, 2016, for th

Title: Acknowledge bids received October 20, 2016, for the Edwards Street to Hall Avenue Pathway Project and accept the bid from Walters Construction in the amount of \$240,620.20 as the lowest and best bid; Authorize Mayor to execute contract documents upon preparation.

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: Award Letter, Bid Tab

File Created: 11/04/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

October 25, 2016
N-S Project No. 8667-016-04

Honorable Johnny L. DuPree, Ph.D.
City of Hattiesburg
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

REFERENCE: EDWARDS STREET TO HALL AVENUE PATHWAY PROJECT
CITY OF HATTIESBURG, FORREST COUNTY

Dear Mayor DuPree:

Enclosed for your records is one (1) copy of the Certified Bid Tabulation for the bids received for the referenced project. As you are aware there were two (2) bids submitted, opened and read at the bid opening on October 20, 2016. Upon review and tabulation of the bids received and opened, the base bid of Walters Construction in the amount of \$192,404.00 was determined to be the apparent low bidder. It is our understanding that the City would like to award both the Base Bid and Add Option #1. Similarly, the lowest bid using the combination of the Base Bid (\$192,404.00) and Add Option #1 (\$48,216.20) in the amount of \$240,620.20 was also received from Walters Construction.

Neel-Schaffer therefore recommends that the City of Hattiesburg review the bid submitted by Walters Construction, and award the project, to the lowest and best bidder.

Sincerely,

NEEL-SCHAFFER, INC.



Geoffrey Crosby, P.E.
Senior Project Manager

Enclosures

City of Hattiesburg
Edwards Street to Hall Avenue Pathway Project

BASE BID				Walters Construction 2051 Highway 84 East Laurel, MS 39443		Precision Construction 15 Chanticleer Drive Hattiesburg, MS 39402	
Pay Item	Description	Qty	Unit	Unit Price	Price Extension	Unit Price	Price Extension
201-A	CLEARING AND GRUBBING	0.2	ACRE	\$6,200.00	\$1,240.00	\$20,000.00	\$4,000.00
203-A	UNCLASSIFIED EXCAVATION, AH, LVM	75	CY	\$12.00	\$900.00	\$20.00	\$1,500.00
203-G	EXCESS EXCAVATION, AH, LVM	20	CY	\$16.00	\$320.00	\$71.00	\$1,420.00
203-EX	BORROW EXCAVATION, B-9, AH, LVM	500	CY	\$18.00	\$9,000.00	\$20.00	\$10,000.00
211-B	TOPSOIL, FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	350	CU. YD.	\$24.00	\$8,400.00	\$30.00	\$10,500.00
907-227-A	HYDROSEEDING	1.50	ACRE	\$1,950.00	\$2,925.00	\$4,000.00	\$6,000.00
234-A	TEMPORARY SILT FENCE	1,000	LIN. FT.	\$3.25	\$3,250.00	\$1.00	\$1,000.00
907-237-A	WATTLES, 12"	100	LIN. FT.	\$8.25	\$825.00	\$9.00	\$900.00
907-304-G	SIZE 610 CRUSHED STONE BASE (6")	700	CU. YD.	\$86.10	\$60,270.00	\$100.00	\$70,000.00
907-403-A	9.5mm ASPHALT PAVEMENT, ST (1.5")	445	TON	\$100.00	\$44,500.00	\$135.00	\$60,075.00
907-407-A	ASPHALT FOR TACK COAT	270	GAL	\$4.50	\$1,215.00	\$5.00	\$1,350.00
607-B	60" CHAINLINK FENCE, BLACK	150	LF	\$29.10	\$4,365.00	\$25.00	\$3,750.00
618-A	MAINTENANCE OF TRAFFIC	1	LUMP SUM	\$6,000.00	\$6,000.00	\$8,800.00	\$8,800.00
618-B	ADDITIONAL CONSTRUCTION SIGNS	1	SQ. FT.	\$10.00	\$10.00	\$10.00	\$10.00
620-A	MOBILIZATION	1	LUMP SUM	\$19,500.00	\$19,500.00	\$20,000.00	\$20,000.00
815-B	GROUTED RIPRAP	410	SQ. YD.	\$70.00	\$28,700.00	\$73.00	\$29,930.00
815-E	GEOTEXTILE UNDER GROUTED RIPRAP, TYPE V, NON-WOVEN	410	SQ. YD.	\$2.40	\$984.00	\$3.00	\$1,230.00
Total Base Bid					\$192,404.00		\$230,465.00 #1

ADD OPTION NO. 1							
Pay Item	Description	Qty	Unit	Unit Price	Price Extension	Unit Price	Price Extension
630-A	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	530	SQ. FT.	\$34.30	\$18,179.00	\$25.00	\$13,250.00
630-C	STEEL U-SECTION POSTS, 3.0 TO 3.5 LB/FT	1,050	LIN. FT.	\$4.36	\$4,578.00	\$5.00	\$5,250.00 #2
907-626-PP	THERMOPLASTIC LEGEND, WHITE, ROAD, 4' HEIGHT	12	EACH	\$256.00	\$3,072.00	\$240.00	\$2,880.00
907-626-PP	THERMOPLASTIC LEGEND, WHITE, XING, 4' HEIGHT	12	EACH	\$256.00	\$3,072.00	\$240.00	\$2,880.00
907-626-PP	THERMOPLASTIC LEGEND, WHITE, XING, 8" HEIGHT	12	EACH	\$485.85	\$5,830.20	\$480.00	\$5,760.00
907-626-PP	THERMOPLASTIC LEGEND, WHITE, BIKE SYMBOL, 8' HEIGHT	12	EACH	\$353.75	\$4,245.00	\$600.00	\$7,200.00
907-626-Z	THERMOPLASTIC LEGEND, WHITE 6" EQUIV.	3,300	LIN. FT.	\$2.80	\$9,240.00	\$4.20	\$13,860.00
Total Add Option No. 1					\$48,216.20		\$51,080.00 #3

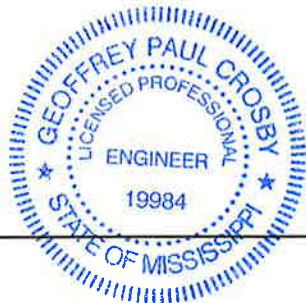
#1 Incorrect Unit Price Extension - Bid Proposal reflected \$221,465.00 #2 Incorrect Unit Price Extension - Bid Proposal reflected \$5,290.00

#3 Incorrect Total Base Bid - Bid Proposal reflected \$51,120.00

I certify this to be a true & accurate Bid Tabulation of bids received @10:00a.m., local time, Thursday, October 20th, 2016 for the Edwards Street to Hall Avenue Pathway Project for the City of Hattiesburg Mississippi.


Geoffrey Crosby, P.E.

Mississippi Registration #19984





City of Hattiesburg, MS

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

FILE NUMBER: 2016-35

MEETING DATE: 11/07/2016

MINUTE BOOK NUMBER:

Brief Title: Acknowledge bids received October 27, 2016, for th

Title: Acknowledge bids received October 27, 2016, for the Tuscan Avenue Sidewalk Project (Project No. STP 7197-00(002) LPA/106879-701000) and accept the bid from RJM McQueen Contracting, Inc. in the amount of \$292,692.68 as the lowest and best bid, subject to MDOT approval; authorize Mayor to execute contract documents upon preparation.

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: Award Letter, Bid Tab, MDOT Letter, Checklist to Award

File Created: 11/04/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File



November 1, 2016
N-S Project No. 12074-01

Honorable Johnny L. DuPree, Ph.D.
City of Hattiesburg
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

REFERENCE: TUSCAN AVENUE SIDEWALK PROJECT
FEDERAL AID PROJECT NO. STP 7197-00(002) LPA/106879-701000
CITY OF HATTIESBURG, FORREST COUNTY

Dear Mayor DuPree:

Enclosed for your records are one (1) copy of the Certified Bid Tabulation for the bids received for the referenced project. As you are aware there were seven (7) bids submitted, opened and read at the bid opening on October 27, 2016. Upon review and tabulation of the bids received and opened, the base bid of RJM McQueen Contracting, Inc. in the amount of \$292,692.68 was determined to be the apparent low bidder.

Neel-Schaffer therefore recommends that the City of Hattiesburg review the bid submitted by RJM McQueen Contracting, Inc., and award the project, subject to the concurrence of the Mississippi Department of Transportation (MDOT), to the best and lowest bidder.

Sincerely,

NEEL-SCHAFFER, INC.

Geoffrey Crosby, P.E.
Senior Project Manager

Enclosures

PROJECT NUMBER: STP-7197-00(002) LPA / 106879-701000

COUNTY: FORREST

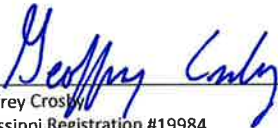
PROJECT DESCRIPTION: TUSCAN AVENUE SIDEWALK PROJECT

				<i>Engineer's Estimate</i>		RJM McQueen 80 Ramsey McQueen Rd Collins, MS 39428		Gulf Breeze Landscaping P O Box 347 Gautier, MS 39553		Precision Construction 15 Chanticleer Dr. Hattiesburg, MS		Fairley Construction 828 Highway 11 Petal, MS		Simmons Erosion Control P O Box 206 Lake, MS 39092		Pavecon 6677 Highway I-55 South Byram, MS 39272		Barnett Concrete P O Box 16964 Hattiesburg, MS 39404	
PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
201-A001	1	ACRE	CLEARING AND GRUBBING	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00	\$20,881.39	\$20,881.39	\$2,500.00	\$2,500.00
202-A001	1	LS	REMOVAL OF OBSTRUCTIONS	\$1,000.00	\$1,000.00	\$7,000.00	\$7,000.00	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,300.76	\$2,300.76	\$2,500.00	\$2,500.00
202-B035	1,475	SQ. YD.	REMOVAL OF CONCRETE SIDEWALK	\$8.00	\$11,800.00	\$12.00	\$17,700.00	\$4.00	\$5,900.00	\$9.00	\$13,275.00	\$12.00	\$17,700.00	\$11.50	\$16,962.50	\$21.49	\$31,697.75	\$8.00	\$11,800.00
202-B057	2	EACH	REMOVAL OF INLETS, ALL SIZES	\$400.00	\$800.00	\$800.00	\$1,600.00	\$1,500.00	\$3,000.00	\$550.00	\$1,100.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$1,150.38	\$2,300.76	\$500.00	\$1,000.00
202-B064	24	LIN. FT.	REMOVAL OF PIPE, 8" AND ABOVE	\$10.00	\$240.00	\$9.00	\$216.00	\$10.00	\$240.00	\$20.00	\$480.00	\$25.00	\$600.00	\$10.00	\$240.00	\$95.87	\$2,300.88	\$12.00	\$288.00
202-B078	821	SQ. YD.	REMOVAL OF PAVEMENT, ALL TYPES AND DEPTHS	\$9.00	\$7,389.00	\$13.00	\$10,673.00	\$4.00	\$3,284.00	\$6.00	\$4,926.00	\$12.00	\$9,852.00	\$11.50	\$9,441.50	\$33.98	\$27,897.58	\$8.00	\$6,568.00
202-B093	270	LIN. FT.	REMOVAL OF CURB & GUTTER, ALL TYPES	\$6.00	\$1,620.00	\$18.00	\$4,860.00	\$8.00	\$2,160.00	\$7.00	\$1,890.00	\$10.00	\$2,700.00	\$11.00	\$2,970.00	\$23.85	\$6,439.50	\$6.00	\$1,620.00
203-A003	50	CU. YD.	UNCLASSIFIED EXCAVATION, FM, AH	\$10.00	\$500.00	\$10.00	\$500.00	\$20.00	\$1,000.00	\$30.00	\$1,500.00	\$28.00	\$1,400.00	\$24.00	\$1,200.00	\$88.53	\$4,426.50	\$12.00	\$600.00
203-EX017	50	CU. YD.	BORROW EXCAVATION, AH, FME, CLASS B9	\$18.00	\$900.00	\$30.00	\$1,500.00	\$20.00	\$1,000.00	\$30.00	\$1,500.00	\$25.00	\$1,250.00	\$40.00	\$2,000.00	\$105.58	\$5,279.00	\$15.00	\$750.00
203-G003	10	CU. YD.	EXCESS EXCAVATION, FM, AH	\$8.00	\$80.00	\$80.00	\$800.00	\$50.00	\$500.00	\$50.00	\$500.00	\$25.00	\$250.00	\$24.00	\$240.00	\$390.62	\$3,906.20	\$12.00	\$120.00
211-B001	100	CU. YD.	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	\$25.00	\$2,500.00	\$18.00	\$1,800.00	\$35.00	\$3,500.00	\$35.00	\$3,500.00	\$25.00	\$2,500.00	\$40.00	\$4,000.00	\$94.38	\$9,438.00	\$20.00	\$2,000.00
907-213-A001	1	TON	AGRICULTURAL LIMESTONE	\$1,000.00	\$1,000.00	\$75.00	\$75.00	\$900.00	\$900.00	\$50.00	\$50.00	\$300.00	\$300.00	\$225.00	\$225.00	\$919.48	\$919.48	\$800.00	\$800.00
907-216-A001	1,600	SQ. YD.	SOLID SODDING, CENTIPEDE	\$6.00	\$9,600.00	\$2.30	\$3,680.00	\$4.00	\$6,400.00	\$7.00	\$11,200.00	\$7.50	\$12,000.00	\$4.50	\$7,200.00	\$6.79	\$10,864.00	\$6.00	\$9,600.00
219-A001	260	KGAL	WATERING	\$20.00	\$5,200.00	\$20.00	\$5,200.00	\$20.00	\$5,200.00	\$1.00	\$260.00	\$20.00	\$5,200.00	\$20.00	\$5,200.00	\$8.14	\$2,116.40	\$20.00	\$5,200.00
220-A001	1	ACRE	INSECT PEST CONTROL	\$100.00	\$100.00	\$50.00	\$50.00	\$600.00	\$600.00	\$100.00	\$100.00	\$250.00	\$250.00	\$200.00	\$200.00	\$669.87	\$669.87	\$300.00	\$300.00
234-A001	400	LIN. FT.	TEMPORARY SILT FENCE	\$4.00	\$1,600.00	\$4.00	\$1,600.00	\$4.00	\$1,600.00	\$1.00	\$400.00	\$4.50	\$1,800.00	\$4.00	\$1,600.00	\$8.78	\$3,512.00	\$0.33	\$132.00
907-234-A002	100	LIN. FT.	WATTLES, 12"	\$8.00	\$800.00	\$12.00	\$1,200.00	\$6.00	\$600.00	\$8.00	\$800.00	\$8.00	\$800.00	\$4.00	\$400.00	\$12.29	\$1,229.00	\$6.32	\$632.00
907-246-A002	100	EACH	SANDBAGS	\$5.00	\$500.00	\$4.00	\$400.00	\$20.00	\$2,000.00	\$1.00	\$100.00	\$10.00	\$1,000.00	\$6.00	\$600.00	\$21.65	\$2,165.00	\$7.60	\$760.00
907-601-A001	14	CU. YD.	CLASS "B" STRUCTURAL CONCRETE	\$500.00	\$7,000.00	\$780.00	\$10,920.00	\$7.00	\$98.00 #1	\$1,100.00	\$15,400.00	\$1,650.00	\$23,100.00	\$1,500.00	\$21,000.00	\$204.38	\$2,861.32	\$1,250.00	\$17,500.00
907-601-B003	3	CU. YD.	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	\$1,200.00	\$3,600.00	\$1,200.00	\$3,600.00	\$1,500.00	\$4,500.00	\$1,250.00	\$3,750.00	\$1,650.00	\$4,950.00	\$1,500.00	\$4,500.00	\$453.72	\$1,361.16	\$1,000.00	\$3,000.00 #3
602-A001	1,660	LBS.	REINFORCING STEEL	\$1.00	\$1,660.00	\$1.55	\$2,573.00	\$3.00	\$4,980.00	\$2.00	\$3,320.00	\$3.00	\$4,980.00	\$2.25	\$3,735.00	\$0.30	\$498.00	\$1.25	\$2,075.00
604-A001	244	LBS.	CASTING	\$3.00	\$732.00	\$3.00	\$732.00	\$5.00	\$1,220.00	\$7.00	\$1,708.00	\$4.25	\$1,037.00	\$4.25	\$1,037.00	\$8.02	\$1,956.88	\$3.50	\$854.00
604-B002	200	LBS.	GRATING	\$3.50	\$700.00	\$6.00	\$1,200.00	\$5.00	\$1,000.00	\$7.00	\$1,400.00	\$4.25	\$850.00	\$4.25	\$850.00	\$8.50	\$1,700.00	\$4.50	\$900.00
907-603-PE21	16	LIN. FT.	15" CORRUGATED POLYETHYLENE PIPE	\$30.00	\$480.00	\$22.00	\$352.00	\$25.00	\$400.00	\$60.00	\$960.00	\$40.00	\$640.00	\$32.50	\$520.00	\$172.82	\$2,765.12	\$35.00	\$560.00
907-603-PP00	2	EACH	24" PREFORMED POLYETHYLENE DRAINAGE CATCH BASIN	\$3,000.00	\$6,000.00	\$1,500.00	\$3,000.00	\$3,800.00	\$7,600.00	\$2,000.00	\$4,000.00	\$600.00	\$1,200.00	\$1,350.00	\$2,700.00	\$1,617.83	\$3,235.66	\$3,000.00	\$6,000.00
608-A001	3,142	SQ. YD.	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	\$50.00	\$157,100.00	\$41.50	\$130,393.00	\$45.00	\$141,390.00	\$41.00	\$128,822.00	\$38.00	\$119,396.00	\$48.50	\$152,387.00	\$48.96	\$153,832.32	\$31.50	\$98,973.00
609-D006	160	LIN. FT.	COMBINATION CONCRETE CURB AND GUTTER, TYPE I	\$20.00	\$3,200.00	\$33.00	\$5,280.00	\$20.00	\$3,200.00	\$20.00	\$3,200.00	\$16.00	\$2,560.00	\$37.50	\$6,000.00	\$60.03	\$9,604.80	\$18.00	\$2,880.00
613-D006	24	EACH	ADJUSTMENT OF WATER METER	\$350.00	\$8,400.00	\$220.00	\$5,280.00	\$150.00	\$3,600.00	\$200.00	\$4,800.00	\$350.00	\$8,400.00	\$70.00	\$1,680.00	\$172.85	\$4,148.40	\$225.00	\$5,400.00
613-D011	7	EACH	ADJUSTMENT OF WATER VALVE	\$350.00	\$2,450.00	\$300.00	\$2,100.00	\$100.00	\$700.00	\$200.00	\$1,400.00	\$500.00	\$3,500.00	\$40.00	\$280.00	\$138.76	\$971.32	\$125.00	\$875.00

				<i>Engineer's Estimate</i>		RJM McQueen 80 Ramsey McQueen Rd Collins, MS 39428		Gulf Breeze Landscaping P O Box 347 Gautier, MS 39553		Precision Construction 15 Chanticleer Dr. Hattiesburg, MS		Fairley Construction 828 Highway 11 Petal, MS		Simmons Erosion Control P O Box 206 Lake, MS 39092		Pavecon 6677 Highway I-55 South Byram, MS 39272		Barnett Concrete P O Box 16964 Hattiesburg, MS 39404	
PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
614-B002	735	SQ. YD.	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6-INCH THICKNESS	\$45.00	\$33,075.00	\$52.00	\$38,220.00	\$45.00	\$33,075.00	\$56.00	\$41,160.00	\$63.00	\$46,305.00	\$68.50	\$50,347.50	\$70.39	\$51,736.65	\$51.00	\$37,485.00
907-618-A001	1	LS	MAINTENANCE OF TRAFFIC	\$15,000.00	\$15,000.00	\$6,110.00	\$6,110.00	\$10,000.00	\$10,000.00	\$18,000.00	\$18,000.00	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00	\$2,005.54	\$2,005.54	\$13,768.00	\$13,768.00
907-618-B001	1	SQ. FT.	ADDITIONAL CONSTRUCTION SIGNS	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
620-A001	1	LS	MOBILIZATION	\$25,000.00	\$25,000.00	\$12,170.00	\$12,170.00	\$29,423.00	\$29,423.00	\$32,500.00	\$32,500.00	\$33,000.00	\$33,000.00	\$20,000.00	\$20,000.00	\$23,075.93	\$23,075.93	\$165,779.04	\$165,779.04
630-A001	18	SQ. FT.	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	\$30.00	\$540.00	\$70.76	\$1,273.68	\$62.70	\$1,128.60	\$40.00	\$720.00	\$57.00	\$1,026.00	\$74.00	\$1,332.00	\$76.21	\$1,371.78	\$57.00	\$1,026.00
630-C004	28	LIN. FT.	STEEL U-SECTION POSTS, 3.0 TO 3.5 LB/FT	\$18.00	\$504.00	\$4.05	\$113.40	\$17.60	\$492.80	\$20.00	\$560.00	\$16.00	\$448.00	\$20.75	\$581.00	\$21.39	\$598.92	\$16.00	\$448.00
907-626-G004	2,912	LIN. FT.	THERMOPLASTIC DETAIL STRIPE, WHITE, 6" EQUIV.	\$2.00	\$5,824.00	\$2.30	\$6,697.60	\$2.20	\$6,406.40	\$5.00	\$14,560.00	\$2.27	\$6,610.24	\$2.60	\$7,571.20	\$2.67	\$7,775.04	\$2.00	\$5,824.00
907-626-H005	6	SQ. FT.	THERMOPLASTIC LEGEND, WHITE	\$10.00	\$60.00	\$119.00	\$714.00	\$110.00	\$660.00	\$200.00	\$1,200.00	\$113.40	\$680.40	\$130.00	\$780.00	\$133.70	\$802.20	\$100.00	\$600.00
907-626-E003	1,200	LIN. FT.	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	\$1.00	\$1,200.00	\$1.75	\$2,100.00	\$1.75	\$2,100.00	\$3.00	\$3,600.00	\$1.70	\$2,040.00	\$2.00	\$2,400.00	\$2.01	\$2,412.00	\$1.50	\$1,800.00
TOTAL BID					\$320,164.00		\$292,692.68		\$296,867.80 #2		\$329,651.00		\$337,834.64		\$348,189.70		\$411,067.11		\$412,927.04 #4

#1 Incorrect Unit Price Extension - Bid Proposal reflected \$9,800.00 #2 Incorrect Total Base Bid - Bid Proposal reflected \$306,569.80 #3 Incorrect Unit Price Extension - Bid Proposal reflected \$30,000.00 #4 Incorrect Unit Price Extension - Bid Proposal reflected \$439,927.04

I certify this to be a true & accurate Bid Tabulation of bids received @ 10:00a.m., local time, Thursday, October 27th, 2016 Tuscan Avenue Sidewalk Project for the City of Hattiesburg Mississippi / Federal Aid Project No.STP-7197-00(002) LPA / 106879-701000


Geoffrey Crosby
Mississippi Registration #19984





Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Mary Dryden

Council - Ward 5

Henry Naylor

November 9, 2016

David H. Seyfarth, PE
District LPA Coordinator
Mississippi Department of Transportation
16499#B Highway 49, N. Trailer
Saucier, MS 39574

REFERENCE: TUSCAN AVENUE SIDEWALK PROJECT
PROJECT NO. STP 7197-00(002) LPA/106879-701000
CITY OF HATTIESBURG, FORREST COUNTY

Dear Mr. Seyfarth:

Enclosed for your review are the following:

- 1) One original of Non-Collusion Affidavit for the low bidder
- 2) One original bidding statement
- 3) Two originals of the bid tabulation for all bidders, including the engineers estimate
- 4) One copy of the Section 905 proposal for the low bidder
- 5) One completed OCR-481 completed by the low bidder and signed by the LPA
- 6) One copy of the completed original OCR-485 Forms from all bidders
- 7) One copy sworn proof of publication
- 8) One copy of the Minutes approving the project
- 9) One copy of the approval letter of the LPA Sampling and Testing Proposal
- 10) One copy of the executed Construction Engineer and Inspection contract
- 11) Checklist to award project to lowest bidder
- 12) One copy of the completed DUNS Requirement

The assigned personnel for this project are as follows:

- The Project Engineer for this project will be Geoffrey Crosby, PE.
- The Safety Officer and Storm Water Inspector for this project will be Patrick Furr.
- Lamar Rutland, Engineering Director and a full-time LPA employee, will serve as the Project Director and will sign estimates for the LPA.
- Marie Harris, Accountant and a full-time LPA employee can also sign estimates for the LPA.
- Johnny L. Dupree, Mayor and a full-time LPA employee can also sign estimates for the LPA.

On October 27, 2016 the City of Hattiesburg received and opened seven (7) bids on the referenced project. The lowest and best bidder was RJM McQueen Contracting, Inc.. The following bids were submitted to the City of Hattiesburg.

PERCENT INCREASE OR DECREASE OVER ENGINEER'S ESTIMATE

BIDDER	TOTAL BID	% OF ENGINEER'S ESTIMATE
<i>Engineers Estimate</i>	<i>\$320,164.00</i>	<i>----</i>
RJM McQueen	\$292,692.68	-8.58%
Gulf Breeze Landscaping	\$296,867.80	-7.28%
Precision Construction	\$329,651.00	2.96%
Fairley Construction	\$337,834.64	5.52%
Simmons Erosion Control	\$348,189.70	8.75%
Pavecon	\$411,067.11	28.39%
Barnett Concrete	\$412,067.11	28.97%

Neel-Schaffer has reviewed the bids that was received and opened on October 27, 2016 and finding that the bid submitted by the low bidder was accurate, recommended to the city of Hattiesburg that they review and award the project to RJM McQueen Contracting, Inc. The city of Hattiesburg has approved awarding the project to RJM McQueen Contracting, Inc. in the amount of \$292,692.68. The award of this bid by the City of Hattiesburg is subject to the concurrence of the Mississippi Department of Transportation.

We request concurrence from the Mississippi Department of Transportation in award of this contract.

Please contact Geoffrey Crosby with Neel-Schaffer at (601) 545-1565 if additional information is needed.

Sincerely,

Neel-Schaffer, Inc.

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

Geoffrey P. Crosby, P.E.
Project Engineer

Lamar Rutland, P.E.
Engineering Director, City of Hattiesburg

Marie Harris
Accountant, City of Hattiesburg

Enclosures

Checklist to award project to the lowest bidder

If the LPA recommendation is to award the project to the lowest bidder, the following initialed items must be submitted to the MDOT District LPA Coordinator.

1. ____ One (1) original of Non-Collusion Affidavit for the recommended bidder.
2. ____ One (1) original [Bidding Statement](#) from the **LPA** stating that the bidding procedures were performed in accordance with State law.
3. ____ Two (2) original signed certified Bid Tabulations for all bidders, including the **LPA's** construction estimate.
4. ____ A detailed evaluation of bids and recommendation to award the bids subject to authorization by **MDOT**. The **LPA** and its **professional** must sign this document.
5. ____ One (1) copy of the **entire** Section 905 Proposal bid sheets for the recommended bidder including the DBE commitment.
6. ____ One (1) original signed [OCR-481-LPA\(s\)](#) to be completed by the successful bidder according to the instructions on the form. This form must be approved, signed and dated by the **LPA** and included in the data packet submission to **MDOT**.
7. ____ One (1) copy of the completed original [OCR-485-LPA\(s\)](#) from all bidders on the project.
8. ____ One (1) copy of the Sworn Proof of Publication.
9. ____ A copy of the executed contract between the LPA and the **LPA's CE&I Engineer/Architect**.
10. ____ The name of the **Safety Officer** (if required by the **MDOT** District LPA Coordinator assigned to the project. A copy of the training certificate(s) must be included.
11. ____ The name of the Certified Stormwater Inspector. A copy of the Certification by a **MDOT** approved certifying agency must be included.
12. ____ The names and signatures of three (3) publicly employed persons authorized to sign estimates for the **LPA**. One of these must be the assigned **Project Director** or **Project Manager**.
13. ____ A copy of the official Minutes of the **LPA** **ACCEPTING THE BID OF THE RECOMMENDED BIDDER AND GIVING THE CHIEF LPA OFFICIAL APPROVAL TO EXECUTE THE CONTRACT**. These Minutes do not have to be APPROVED prior to submission.
14. ____ A copy of the completed NTB for DUNS Requirement (NTB 4566)

Chief LPA Official

LPA Professional



City of Hattiesburg, MS

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

FILE NUMBER: 2016-32

MEETING DATE: 11/07/2016

MINUTE BOOK NUMBER:

Brief Title: Acknowledge bids received October 20, 2016, for th

Title: Acknowledge bids received October 20, 2016, for the Safe Routes to School-Hawkins Sidewalk Project (Project No. SRSP 7207-00(004) LPA/106877-401000), and accept the bid from Fairley Construction in the amount of \$209,456.48 as the lowest and best bid, subject to MDOT approval; Authorize Mayor to execute contract documents upon preparation.

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: Award Letter, Bid Tab, MDOT Letter, Checklist to Award

File Created: 11/04/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

October 25, 2016
N-S Project No. 12075-01

Honorable Johnny L. DuPree, Ph.D.
City of Hattiesburg
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

REFERENCE: SAFE ROUTES TO SCHOOL – HAWKINS SIDEWALK PROJECT
FEDERAL AID PROJECT NO. SRSP 7207-00(004) LPA/106877-401000
CITY OF HATTIESBURG, FORREST COUNTY

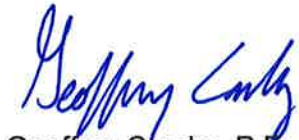
Dear Mayor DuPree:

Enclosed for your records are one (1) copy of the Certified Bid Tabulation for the bids received for the referenced project. As you are aware there were six (6) bids submitted, opened and read at the bid opening on October 20, 2016. Upon review and tabulation of the bids received and opened, the base bid of Fairley Construction in the amount of \$209,456.48 was determined to be the apparent low bidder.

Neel-Schaffer therefore recommends that the City of Hattiesburg review the bid submitted by Fairley Construction, and award the project, subject to the concurrence of the Mississippi Department of Transportation (MDOT), to the best and lowest bidder.

Sincerely,

NEEL-SCHAFFER, INC.



Geoffrey Crosby, P.E.
Senior Project Manager

Enclosures

SAFE ROUTES TO SCHOOL - HAWKINS SIDEWALK PROJECT
FEDERAL AID PROJECT NO. SRSP-7207-00(004) LPA / 106877-401000
CITY OF HATTIESBURG, MISSISSIPPI
FORREST COUNTY

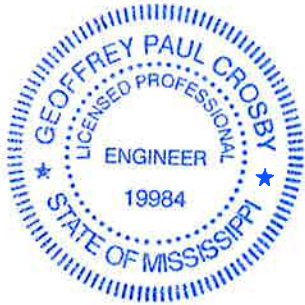
BID SCHEDULE				Engineer's Estimate		Fairley Construction 828 Highway 11 Petal, MS 39465		RJM-McQueen 80 Ramsey McQueen Road Collins, MS 39428		Barnett Concrete 137 Red Roan Road Hattiesburg, MS 39402		Precision Construction 15 Chanticleer Drive Hattiesburg, MS 39402		Gulf Breeze Landscaping P O Box 347 Gautier, MS 39553		Simmons Erosion Control P O Box 206 Lake, MS 39092		
PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	
201-C001	1	ACRE	RANDOM CLEARING AND GRUBBING	\$10,000.00	\$10,000.00	\$6,500.00	\$6,500.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
202-A001	1	LS	REMOVAL OF OBSTRUCTIONS	\$2,500.00	\$2,500.00	\$5,500.00	\$5,500.00	\$6,000.00	\$6,000.00	\$2,500.00	\$2,500.00	\$6,500.00	\$6,500.00	\$5,500.00	\$5,500.00	\$10,000.00	\$10,000.00	
202-B035	307	SQ. YD.	REMOVAL OF CONCRETE SIDEWALK	\$12.00	\$3,684.00	\$11.70	\$3,591.90	\$16.00	\$4,912.00	\$7.50	\$2,302.50	#1	\$10.00	\$3,070.00	\$5.00	\$1,535.00	\$12.00	\$3,684.00
202-B076	150	LIN. FT.	REMOVAL OF TRAFFIC STRIPE	\$1.00	\$150.00	\$3.52	\$528.00	\$3.60	\$540.00	\$3.00	\$450.00		\$5.00	\$750.00	\$3.50	\$525.00	\$4.00	\$600.00
202-B077	8	EACH	REMOVAL OF TREES 6" AND GREATER	\$1,200.00	\$9,600.00	\$350.00	\$2,800.00	\$1,500.00	\$12,000.00	\$400.00	\$3,200.00		\$850.00	\$6,800.00	\$5,500.00	\$44,000.00	\$3,750.00	\$30,000.00
202-B078	255	SQ. YD.	REMOVAL OF PAVEMENT, ALL TYPES AND DEPTHS	\$10.00	\$2,550.00	\$10.00	\$2,550.00	\$22.00	\$5,610.00	\$7.50	\$1,912.50	#2	\$7.00	\$1,785.00	\$5.00	\$1,275.00	\$18.50	\$4,717.50
202-B093	110	LIN. FT.	REMOVAL OF CURB & GUTTER, ALL TYPES	\$12.00	\$1,320.00	\$10.00	\$1,100.00	\$12.00	\$1,320.00	\$60.00	\$6,600.00		\$10.00	\$1,100.00	\$10.00	\$1,100.00	\$10.00	\$1,100.00
203-A003	5	CU. YD.	UNCLASSIFIED EXCAVATION, FM, AH	\$25.00	\$125.00	\$350.00	\$1,750.00	\$30.00	\$150.00	\$12.00	\$60.00		\$50.00	\$250.00	\$25.00	\$125.00	\$25.00	\$125.00
203-EX017	265	CU. YD.	BORROW EXCAVATION, AH, FME, CLASS B9	\$18.00	\$4,770.00	\$12.00	\$3,180.00	\$9.00	\$2,385.00	\$15.00	\$3,975.00		\$20.00	\$5,300.00	\$20.00	\$5,300.00	\$45.00	\$11,925.00
203-G003	265	CU. YD.	EXCESS EXCAVATION, FM, AH	\$12.00	\$3,180.00	\$12.50	\$3,312.50	\$9.00	\$2,385.00	\$12.00	\$3,180.00		\$15.00	\$3,975.00	\$12.00	\$3,180.00	\$15.00	\$3,975.00
211-B001	160	CU. YD.	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	\$25.00	\$4,000.00	\$22.00	\$3,520.00	\$20.00	\$3,200.00	\$10.00	\$1,600.00		\$18.00	\$2,880.00	\$30.00	\$4,800.00	\$25.00	\$4,000.00
907-213-A001	1	TON	AGRICULTURAL LIMESTONE	\$600.00	\$600.00	\$300.00	\$300.00	\$75.00	\$75.00	\$800.00	\$800.00		\$100.00	\$100.00	\$1,000.00	\$1,000.00	\$135.00	\$135.00
907-216-B001	1,420	SQ. YD.	SOLID SODDING, CENTIPEDE	\$6.00	\$8,520.00	\$7.50	\$10,650.00	\$3.30	\$4,686.00	\$6.00	\$8,520.00		\$7.00	\$9,940.00	\$4.00	\$5,680.00	\$5.00	\$7,100.00
219-A001	225	KGAL	WATERING	\$20.00	\$4,500.00	\$20.00	\$4,500.00	\$20.00	\$4,500.00	\$20.00	\$4,500.00		\$20.00	\$4,500.00	\$20.00	\$4,500.00	\$20.00	\$4,500.00
220-A001	1	ACRE	INSECT PEST CONTROL	\$50.00	\$50.00	\$200.00	\$200.00	\$50.00	\$50.00	\$300.00	\$300.00		\$250.00	\$250.00	\$1,500.00	\$1,500.00	\$250.00	\$250.00
234-A001	400	LIN. FT.	TEMPORARY SILT FENCE	\$3.50	\$1,400.00	\$4.00	\$1,600.00	\$6.00	\$2,400.00	\$0.33	\$132.00		\$3.00	\$1,200.00	\$3.00	\$1,200.00	\$5.00	\$2,000.00
907-237-A003	100	LIN. FT.	WATTLES, 20"	\$8.00	\$800.00	\$8.00	\$800.00	\$7.00	\$700.00	\$6.32	\$632.00		\$9.00	\$900.00	\$6.00	\$600.00	\$5.00	\$500.00
907-246-A002	100	EACH	SANDBAGS	\$7.00	\$700.00	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$7.60	\$760.00		\$1.00	\$100.00	\$25.00	\$2,500.00	\$6.50	\$650.00
907-601-B003	2	CU. YD.	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	\$1,100.00	\$2,200.00	\$1,620.00	\$3,240.00	\$1,200.00	\$2,400.00	\$1,000.00	\$2,000.00		\$1,200.00	\$2,400.00	\$1,500.00	\$3,000.00	\$2,150.00	\$4,300.00
602-A001	300	LBS.	REINFORCING STEEL	\$2.00	\$600.00	\$3.00	\$900.00	\$2.00	\$600.00	\$1.25	\$375.00		\$4.00	\$1,200.00	\$4.00	\$1,200.00	\$2.00	\$600.00
603-CB014	1	EACH	15" REINFORCED CONCETE END SECTION	\$800.00	\$800.00	\$750.00	\$750.00	\$550.00	\$550.00	\$1,000.00	\$1,000.00		\$750.00	\$750.00	\$1,500.00	\$1,500.00	\$900.00	\$900.00
603-CA129	36	LIN. FT.	15" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	\$80.00	\$2,880.00	\$40.00	\$1,440.00	\$34.00	\$1,224.00	\$10.60	\$381.60	#3	\$70.00	\$2,520.00	\$50.00	\$1,800.00	\$75.00	\$2,700.00
608-A001	1,595	SQ. YD.	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	\$50.00	\$79,750.00	\$38.00	\$60,610.00	\$46.00	\$73,370.00	\$31.50	\$50,242.50	#4	\$46.00	\$73,370.00	\$46.00	\$73,370.00	\$48.00	\$76,560.00
609-B001	80	LF	CONCRETE CURB HEADER	\$15.00	\$1,200.00	\$16.00	\$1,280.00	\$16.00	\$1,280.00	\$20.00	\$1,600.00		\$28.00	\$2,240.00	\$25.00	\$2,000.00	\$35.00	\$2,800.00
614-B002	156	SQ. YD.	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6-INCH THICKNESS	\$55.00	\$8,580.00	\$63.00	\$9,828.00	\$54.00	\$8,424.00	\$51.00	\$7,956.00		\$58.00	\$9,048.00	\$47.00	\$7,332.00	\$68.50	\$10,686.00
907-618-A001	1	LS	MAINTENANCE OF TRAFFIC	\$10,000.00	\$10,000.00	\$6,500.00	\$6,500.00	\$4,300.00	\$4,300.00	\$10,870.00	\$10,870.00		\$14,000.00	\$14,000.00	\$10,000.00	\$10,000.00	\$13,500.00	\$13,500.00
907-618-B001	1	SQ. FT.	ADDITIONAL CONSTRUCTION SIGNS	\$10.00	\$10.00	\$100.00	\$100.00	\$10.00	\$10.00	\$140.00	\$140.00		\$30.00	\$30.00	\$30.00	\$30.00	\$100.00	\$100.00
620-A001	1	LS	MOBILIZATION	\$18,000.00	\$18,000.00	\$20,570.00	\$20,570.00	\$18,570.00	\$18,570.00	\$90,174.00	\$90,174.00		\$18,000.00	\$18,000.00	\$19,811.00	\$19,811.00	\$25,000.00	\$25,000.00
630-A001	146	SQ. FT.	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	\$30.00	\$4,380.00	\$27.00	\$3,942.00	\$23.25	\$3,394.50	\$27.00	\$3,942.00		\$25.00	\$3,650.00	\$30.00	\$4,380.00	\$35.00	\$5,110.00
630-C004	224	LIN. FT.	STEEL U-SECTION POSTS, 3.0 TO 3.5 LB/FT	\$12.00	\$2,688.00	\$15.00	\$3,360.00	\$4.00	\$896.00	\$15.00	\$3,360.00		\$5.00	\$1,120.00	\$20.00	\$4,480.00	\$20.00	\$4,480.00
907-242-PP102	555	SQ. FT.	BOARDWALK PER PLANS	\$35.00	\$19,425.00	\$38.00	\$21,090.00	\$84.83	\$47,080.65	\$25.50	\$14,152.50	#5	\$80.00	\$44,400.00	\$75.00	\$41,625.00	\$60.00	\$33,300.00
907-684-PP002	2	EACH	SCHOOL FLASHER ASSEMBLY, PER PLANS	\$6,000.00	\$12,000.00	\$7,300.00	\$14,600.00	\$7,250.00	\$14,500.00	\$6,585.00	\$13,170.00		\$9,975.00	\$19,950.00	\$8,500.00	\$17,000.00	\$10,000.00	\$20,000.00
907-626-E003	1000	LIN. FT.	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	\$1.50	\$1,500.00	\$0.88	\$880.00	\$1.00	\$1,000.00	\$0.80	\$800.00	#6	\$1.00	\$1,000.00	\$1.25	\$1,250.00	\$1.00	\$1,000.00

BID SCHEDULE				Engineer's Estimate		Fairley Construction 828 Highway 11 Petal, MS 39465		RJM-McQueen 80 Ramsey McQueen Road Collins, MS 39428		Barnett Concrete 137 Red Roan Road Hattiesburg, MS 39402		Precision Construction 15 Chanticleer Drive Hattiesburg, MS 39402		Gulf Breeze Landscaping P O Box 347 Gautier, MS 39553		Simmons Erosion Control P O Box 206 Lake, MS 39092	
PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
907-626-Z003	2672	LIN. FT.	THERMOPLASTIC LEGEND, WHITE 6" EQUIVALENT	\$1.50	\$4,008.00	\$2.35	\$6,279.20	\$2.20	\$5,878.40	\$2.00	\$5,344.00	\$4.00	\$10,688.00	\$2.50	\$6,680.00	\$2.60	\$6,947.20
907-626-H005	24	SQ. FT.	THERMOPLASTIC LEGEND, WHITE	\$5.00	\$120.00	\$29.37	\$704.88	\$28.00	\$672.00	\$25.00	\$600.00	\$35.00	\$840.00	\$30.00	\$720.00	\$32.50	\$780.00
TOTAL BID					\$226,590.00		\$209,456.48		\$241,062.55		\$250,031.60	#7	\$258,106.00	#8	\$290,498.00		\$304,024.70

- #1 Incorrect Unit Price Extension - Bid Proposal reflected \$2,303.00
- #2 Incorrect Unit Price Extension - Bid Proposal reflected \$1,913.00
- #3 Incorrect Unit Price Extension - Bid Proposal reflected \$382.00
- #4 Incorrect Unit Price Extension - Bid Proposal reflected \$50,243.00
- #5 Incorrect Unit Price Extension - Bid Proposal reflected \$14,153.00
- #6 Incorrect Unit Price Extension - Bid Proposal reflected \$750.00
- #7 Incorrect Total Base Bid - Bid Proposal reflected \$249,984.00
- #8 Incorrect Total Base Bid - Bid Proposal reflected \$257,026.00

I certify this to be a true & accurate Bid Tabulation of bids received @10:00a.m., local time, Thursday, October 20th, 2016 for the Safe Routes to School- Hawkins Sidewalk Project - Federal Aid Project No. SRSP-7207-00(004)LPA/106877-401000 - for the City of Hattiesburg Mississippi.


Geoffrey Crosby, P.E.
Mississippi Registration #19984





Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Mary Dryden

Council - Ward 5

Henry Naylor

November 9, 2016

David H. Seyfarth, PE
District LPA Coordinator
Mississippi Department of Transportation
16499#B Highway 49, N. Trailer
Saucier, MS 39574

REFERENCE: SAFE ROUTES TO SCHOOL – HAWKINS SIDEWALK PROJECT
PROJECT NO. SRSP 7207-00(004) LPA/106877-401000
CITY OF HATTIESBURG, FORREST COUNTY

Dear Mr. Seyfarth:

Enclosed for your review are the following:

- 1) One original of Non-Collusion Affidavit for the low bidder
- 2) One original bidding statement
- 3) Two originals of the bid tabulation for all bidders, including the engineers estimate
- 4) One copy of the Section 905 proposal for the low bidder
- 5) One completed OCR-481 completed by the low bidder and signed by the LPA
- 6) One copy of the completed original OCR-485 Forms from all bidders
- 7) One copy sworn proof of publication
- 8) One copy of the Minutes approving the project
- 9) One copy of the approval letter of the LPA Sampling and Testing Proposal
- 10) One copy of the executed Construction Engineer and Inspection contract
- 11) Checklist to award project to lowest bidder
- 12) One copy of the completed DUNS Requirement

The assigned personnel for this project are as follows:

- The Project Engineer for this project will be Geoffrey Crosby, PE.
- The Safety Officer and Storm Water Inspector for this project will be Patrick Furr.
- Lamar Rutland, Engineering Director and a full-time LPA employee, will serve as the Project Director and will sign estimates for the LPA.
- Marie Harris, Accountant and a full-time LPA employee can also sign estimates for the LPA.
- Johnny L. Dupree, Mayor and a full-time LPA employee can also sign estimates for the LPA.

On October 20, 2016 the City of Hattiesburg received and opened six (6) bids on the referenced project. The lowest and best bidder was Fairley Construction. The following bids were submitted to the City of Hattiesburg.

PERCENT INCREASE OR DECREASE OVER ENGINEER'S ESTIMATE

BIDDER	TOTAL BID	% OF ENGINEER'S ESTIMATE
<i>Engineers Estimate</i>	<i>\$226,590.00</i>	<i>----</i>
Fairley Construction	\$209,456.48	-7.56%
RJM McQueen	\$241,062.55	6.39%
Barnett Concrete	\$250,031.60	10.35%
Precision Construction	\$258,106.00	13.91%
Gulf Breeze Landscape	\$290,498.00	28.20%
Simmons Erosion Control	\$304,024.70	34.17%

Neel-Schaffer has reviewed the bids that was received and opened on October 20, 2016 and finding that the bid submitted by the low bidder was accurate, recommended to the city of Hattiesburg that they review and award the project to Fairley Construction. The city of Hattiesburg has approved awarding the project to Fairley Construction in the amount of \$209,456.48. The award of this bid by the City of Hattiesburg is subject to the concurrence of the Mississippi Department of Transportation.

We request concurrence from the Mississippi Department of Transportation in award of this contract.

Please contact Geoffrey Crosby with Neel-Schaffer at (601) 545-1565 if additional information is needed.

Sincerely,

Neel-Schaffer, Inc.

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

Geoffrey P. Crosby, P.E.
Project Engineer

Lamar Rutland, P.E.
Engineering Director, City of Hattiesburg

Marie Harris
Accountant, City of Hattiesburg

Enclosures

Checklist to award project to the lowest bidder

If the LPA recommendation is to award the project to the lowest bidder, the following initialed items must be submitted to the MDOT District LPA Coordinator.

1. ____ One (1) original of Non-Collusion Affidavit for the recommended bidder.
2. ____ One (1) original [Bidding Statement](#) from the **LPA** stating that the bidding procedures were performed in accordance with State law.
3. ____ Two (2) original signed certified Bid Tabulations for all bidders, including the **LPA's** construction estimate.
4. ____ A detailed evaluation of bids and recommendation to award the bids subject to authorization by **MDOT**. The **LPA** and its **professional** must sign this document.
5. ____ One (1) copy of the **entire** Section 905 Proposal bid sheets for the recommended bidder including the DBE commitment.
6. ____ One (1) original signed [OCR-481-LPA\(s\)](#) to be completed by the successful bidder according to the instructions on the form. This form must be approved, signed and dated by the **LPA** and included in the data packet submission to **MDOT**.
7. ____ One (1) copy of the completed original [OCR-485-LPA\(s\)](#) from all bidders on the project.
8. ____ One (1) copy of the Sworn Proof of Publication.
9. ____ A copy of the executed contract between the LPA and the **LPA's CE&I Engineer/Architect**.
10. ____ The name of the **Safety Officer** (if required by the **MDOT** District LPA Coordinator assigned to the project. A copy of the training certificate(s) must be included.
11. ____ The name of the Certified Stormwater Inspector. A copy of the Certification by a **MDOT** approved certifying agency must be included.
12. ____ The names and signatures of three (3) publicly employed persons authorized to sign estimates for the **LPA**. One of these must be the assigned **Project Director** or **Project Manager**.
13. ____ A copy of the official Minutes of the **LPA** **ACCEPTING THE BID OF THE RECOMMENDED BIDDER AND GIVING THE CHIEF LPA OFFICIAL APPROVAL TO EXECUTE THE CONTRACT**. These Minutes do not have to be APPROVED prior to submission.
14. ____ A copy of the completed NTB for DUNS Requirement (NTB 4566)

Chief LPA Official

LPA Professional



City of Hattiesburg, MS

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

FILE NUMBER: 2016-30

MEETING DATE: 11/07/2016

MINUTE BOOK NUMBER:

Brief Title: Approve and authorize issuance of manual checks fo

Title: Approve and authorize issuance of manual checks for CDBG Program Claims per the attached memorandum. {Entitlement CDBG}

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: Memorandum for CDBG Program Claims,
Memorandum for CDBG Program Claims 11-08-2016

File Created: 11/04/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual check for CDBG Program Claim.

DATE: November 8, 2016

Recipient:	Hollimon Construction
Activity:	Substantial Rehabilitation
Program:	CDBG
Project Site:	304 Vernon Dahmer Drive
Amount Requested:	\$9,000.00
Purpose of Request:	Payment Request #3
Work Provided by:	Hollimon Construction
Recipient:	Millennium Construction
Activity:	Substantial Rehabilitation
Program:	CDBG
Project Site:	1108 Arledge Street
Amount Requested:	\$53,615.00
Purpose of Request:	Payment Request First and Final
Work Provided by:	Millennium Construction
Recipient:	Havard Pest Control
Activity:	Sentricon Installation
Program:	CDBG
Project Site:	308 Kimball Avenue
Amount Requested:	\$566.03
Purpose of Request:	Payment Request
Work Provided by:	Havard Pest Control
Recipient:	Aids Services coalition
Activity:	Substantial Rehabilitation
Program:	CDBG
Project Site:	Sheley Place 117 College Street
Amount Requested:	\$36,541.89
Purpose of Request:	Payment Request #2
Work Provided by:	Casablance Construction

Hollimon Construction

Curtis Hollimon
145 Hinton Drive
Hattiesburg, Ms 39401

Ruby Cole
304 Vernon Dahmer Dr
Hattiesburg, MS 39401

- Balance of electric roughen
 - New tub surround with faucet and shower
 - Repair all holes in sheetrock
 - Paint interior of house
- Material & Labor \$9,000.00

Curtis Hollimon

#3

Ruby Cole



Name:	City of Hattiesburg	Date:	10/20/2016
Address:		Estimator:	Stacey
City:		Phone Number:	228-331-1616
Phone:			

On behalf of Millennium Construction, we sincerely appreciate the opportunity to submit this proposal. Please contact your estimator if you have any questions?

This Proposal is good for 30 days upon receipt of this estimate unless otherwise noted and is subject to correction for omission and errors. This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has started. Any alteration or deviation from above specifications involving extra cost will be executed only upon written order. All work will have a 1 year workmanship warranty.

Robt

RB.J

Havard Pest Control

P.O. Box 15007
Hattiesburg, MS 39404-5007
(800) 898-0264
hpc1@havardpest.com
www.havardpest.com

ACCOUNT
146690
STATEMENT DATE
10/23/16

ACCOUNT
146690
STATEMENT DATE
10/23/16



CITY OF HATTIESBURG
PO BOX 1898
HATTIESBURG MS 39403-1898

10

Visit www.havardpest.com
for account access and
online payment.

RETURN THIS PORTION WITH PAYMENT

DATE	ORDER	INVOICE	SERVICE	AMOUNT	BALANCE	INVOICE	DUE
09/26/16	1047773	1047773	Location Name: 308 KIMBALL AVE, HATTIESBURG, MS, 39401 Sentricon Installation	566.03	566.03	1047773	566.03

CURRENT	30 DAYS	60 DAYS	OVER 90 DAYS	TOTAL	TOTAL AMOUNT DUE	566.03
566.03	0.00	0.00	0.00	566.03		

Visit our website today and sign up for e-statements. Thank you for your business.

CHECK ITEMS BEING PAID

569.00

AMOUNT REMITTED _____

AIDS SERVICES COALITION

POST OFFICE BOX 169
HATTIESBURG, MS 39403-0169
PHONE: (601)450-4285

Memorandum

To: Mr. Clarence Williams, Grants Manager
Federal State Programs

From: Kathy Garner, Executive Director
AIDS Services Coalition



Date: October 18, 2016

RE: Reimbursement Request No. 2
Sheley Place -117 College Street
CDBG Match

Attached please find the second request for reimbursement for the above project. I have attached the detailed billing from Casablanca Construction for your review and submittal to City Council for payment in the amount of \$36,785.44.

In addition, I have attached certified payrolls for the period of 9/13 through 10/11 for your review. I have conducted two employee interviews and have reviewed the appropriate payrolls to ensure compliance with the prevailing wage determinations. I have attached copies of those interviews as well.

Below is a recapitulation of expenditures to date on the project:

Budget Line Item	AIDS Services Coalition	City of Hattiesburg
Acquisition	\$100,000	\$77,500
Rehabilitation	\$27,646	\$18,276.92
Operating Costs	\$68,215	0
Supportive Services	\$10,148	0
Administrative	\$14,382	0
HMIS	\$2,400	0

In addition to the above funding, ASC has been awarded an additional \$257,000 for renovatoin from the MS Balance of CoC allocation for this year.

Thank you for your help, guidance and patience with this project. If you have any questions, please give me a call.

AIDS SERVICES COALITION

*Post Office Box 169
Hattiesburg, MS 39403-0169
Phone: (601)450-4286*

Memorandum

To: Paul Loftus, Construction Manager
Casablanca Construction

From: Kathy Garner, Executive Director
AIDS Services Coalition

Date: September 27, 2016

RE: Contract Amendment – Sheley Place 117 College Street
Project No. 133

At its September Board meeting, your memo concerning the following construction issues was presented:

1. Discovery of inferior wall construction
2. Deterioration of existing water heaters on site
3. Condition of HVAC

With these issues, the overall cost of the renovation increase as per your memo attached to this document. The Board voted to approve this increase. Please provide an amendment to our contract with Casablanca accordingly.

AIDS SERVICES COALITION

P.O. Box 169
Hattiesburg, MS 39403

BANCORPSOUTH BANK
HATTIESBURG, MS 39402
85-127/B42

4274

10/18/2016

PAY TO THE
ORDER OF

Casablanca Construction

\$**36,541.89

Thirty-Six Thousand Five Hundred Forty-One and 89/100*****

DOLLARS

10 PROTECTED AGAINST FRAUD 9

Casablanca Construction
#9 Thomas Lane
Hattiesburg, MS 39402-7911

MEMO

Payment # 2 Project #133

⑈004274⑈ ⑆084201278⑆ 60697349⑈

ASC

Casablanca Construction

Payment No. 2, Project #133 Sheley Place

10/18/2016

4274

36,541.89

Bancorp HUD Accoun Payment # 2 Project #133

36,541.89

ASC

Casablanca Construction

Payment No. 2, Project #133 Sheley Place

10/18/2016

4274

36,541.89

PAYMENT
RECORD

Bancorp HUD Accoun Payment # 2 Project #133

36,541.89

APPLICATION AND CERTIFICATE FOR PAYMENT # 2

Page 1

TO: AIDS SERVICE COALITION (Owner) PO BOX 169 HATTIESBURG MS 39403	PROJECT: ASC SHELEY PLACE 117 COLLEGE ST HATTIESBURG MS 39401	APPLICATION NO: 2
FROM: CASABLANCA CONSTRUCTION, (Contractor) #9 THOMAS LANE	VIA: Casablanca Construction, Inc (Architect) #9 Thomas Lane	PERIOD FROM: 09/13/16 PERIOD TO: 10/11/16 PROJECT NO: 133
HATTIESBURG MS 394027911	Hattiesburg MS 39402	CONTRACT DATE: 07/14/16
CONTRACT FOR: APARTMENT RENOVATIONS		

CONTRACTOR'S APPLICATION FOR PAYMENT

1. Original Contract Sum	\$	482,200.00
2. Net change by Change Orders	\$	105,778.92
3. Contract Sum to Date	\$	587,978.92
4. Total Completed & Store to Date	\$	73,327.33
5. Retainage		
a. 0.00 % of Complete Work	\$	0.00
b. 0.00 % of Stored Materials	\$	0.00
Total Retainage	\$	0.00

6. Total Earned Less Retainage	\$	73,327.33
7. Less Previous Certificates for Payment	\$	36,785.44
8. Current Payment Due	\$	36,541.89
9. Balance to Finish, including Retainage	\$	514,651.59

Change Order Summary	Additions	Deductions
Approved Previous Months	15,842.92	0.00
Approved this Month	89,936.00	0.00
Totals	105,778.92	0.00
Net Changes by Change Order	105,778.92	

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

CONTRACTOR: *Casablanca Construction, Inc*

By: *[Signature]* Date: 11 Oct 16

State of: *MS*

County of: *Jones*

Subscribed and sworn to before me this 11th day of October

Notary Public: *[Signature]*

My commission expires: 29 June 17



ARCHITECT'S CERTIFICATE FOR PAYMENT
In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$

By:

Date:

A	B	C	D		E	F	G		H	I
Item No.	Description of Work	Scheduled Value.	Work Completed							
			From Previous Application (D+E).	This Period	Materials Presently Stored (Not in D or E)	Total Completed And Stored To Date (D+E+F)	% (G/C)	Balance to Finish (C-G)	Retainage	
1	Bonds, Insurance & Permit	12983.00	12983.00	0.00	0.00	12983.00	100.00	0.00	0.00	
2	Taxes	16877.00	1287.44	1278.97	0.00	2566.41	15.21	14310.59	0.00	
3	Management	36205.00	3620.50	2800.00	0.00	6420.50	17.73	29784.50	0.00	
4	Mobilization	9356.00	356.00	750.00	0.00	1106.00	11.82	8250.00	0.00	
5	Temp Facilities & Provisions	8535.00	0.00	850.00	0.00	850.00	9.96	7685.00	0.00	
6	Tools & Equipment	8280.00	0.00	820.00	0.00	820.00	9.90	7460.00	0.00	
7	Supervision & Coordination	37580.00	0.00	4800.00	0.00	4800.00	12.77	32780.00	0.00	
8	Material Handling	4490.00	0.00	0.00	0.00	0.00	0.00	4490.00	0.00	
9	Cleanup & Disposal	11443.00	1000.00	3250.00	0.00	4250.00	37.14	7193.00	0.00	
10	BUILDING A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
11	Demolition	7660.00	5362.00	0.00	0.00	5362.00	70.00	2298.00	0.00	
12	Framing	2069.00	0.00	0.00	0.00	0.00	0.00	2069.00	0.00	
13	Finish Carpentry	12138.00	0.00	0.00	0.00	0.00	0.00	12138.00	0.00	
14	Insulation	198.00	0.00	0.00	0.00	0.00	0.00	198.00	0.00	
15	Door & Windows	10997.00	0.00	0.00	0.00	0.00	0.00	10997.00	0.00	
16	Sheetrock	6982.00	0.00	0.00	0.00	0.00	0.00	6982.00	0.00	
17	Flooring	4857.00	0.00	0.00	0.00	0.00	0.00	4857.00	0.00	
18	Sheetrock Patching & Finishing	12000.00	0.00	0.00	0.00	0.00	0.00	12000.00	0.00	
19	Painting	10537.00	0.00	0.00	0.00	0.00	0.00	10537.00	0.00	
20	Specialties & Equipment	400.00	0.00	0.00	0.00	0.00	0.00	400.00	0.00	
*** Totals ***		213587.00	24608.94	14548.97	0.00	39157.91	18.33	174429.09	0.00	

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value.	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed And Stored To Date (D+E+F)	% (G/C)	Balance to Finish (C-G)	Retainage
			From Previous Application (D+E).	This Period					
43	Door & Hardware	10997.00	0.00	0.00	0.00	0.00	0.00	10997.00	0.00
44	Sheetrock	6983.00	0.00	0.00	0.00	0.00	0.00	6983.00	0.00
45	Flooring	4857.00	0.00	0.00	0.00	0.00	0.00	4857.00	0.00
46	Sheetrock Patching & Finishing	13044.00	0.00	0.00	0.00	0.00	0.00	13044.00	0.00
47	Painting	10537.00	0.00	0.00	0.00	0.00	0.00	10537.00	0.00
48	Specialties & Equipment	400.00	0.00	0.00	0.00	0.00	0.00	400.00	0.00
49	Plumbing	14650.00	0.00	0.00	0.00	0.00	0.00	14650.00	0.00
50	Heating & Air	10200.00	0.00	0.00	0.00	0.00	0.00	10200.00	0.00
51	Electrical	16000.00	0.00	0.00	0.00	0.00	0.00	16000.00	0.00
52	Change Order #01 : Asbestos	15842.92	0.00	15842.92	0.00	15842.92	100.00	0.00	0.00
53	Change Order #02 : Framing	89936.00	0.00	2400.00	0.00	2400.00	2.67	87536.00	0.00
*** Totals ***		587978.92	36785.44	36541.89	0.00	73327.33	12.47	514651.59	0.00



City of Hattiesburg, MS

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

FILE NUMBER: 2016-46

MEETING DATE: 11/07/2016

MINUTE BOOK NUMBER:

Brief Title: Authorize and approve HOME Program claims. {Entitl

<u>Title:</u> Authorize and approve HOME Program claims. {Entitlement}

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: Memorandum for HOME Program Claims

File Created: 11/04/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program Claims

DATE: November 8, 2016

Recipient:	Community Connections, Inc.
Activity:	New Construction Development costs
Program:	HOME
Project Site:	516 Barkley Road
Amount Requested:	\$16,200.06
Purpose of Request:	Payment Request 2nd
Work Provided by:	Arkin Terrell/Roofing and May's Trucking/Padding/foundation

Recipient:	Community Connections, Inc.
Activity:	New Construction Development costs
Program:	HOME
Project Site:	516 Barkley Road
Amount Requested:	\$7,519.21
Purpose of Request:	Payment Request 3rd
Work Provided by:	Lowe's; Arthur Ashford/Electrical & Alton Christopher/Plumbing

REQUEST FOR FUNDS FORM

CHDO Name: Community Connections Inc Prepared by: Donna A. Ali

Contact Phone Number: 601-261-0820 Contract Date: _____

Payment Request Number: 002 CHDO Activity: 516 Barkley Rd. Hattiesburg

Estimated percentage (%) complete: 75%

Request for reimbursement of expense incurred between 04/15/2016 and 10/11/2016

Funds requested are for (check the appropriate choice)

☐ CHDO Developer Fee	☐ Operating Cost	☒ New Construction Development Cost	☐ Rehabilitation Development Cost
--	---	--	---

Payment Request Breakdown (See Attachment A for Continuation of Breakdown Request)

Item Description	Amount requested
Arkin Terrell/Roofing/Check # 3032	1,292.00
May's Trucking Company/Padding/Foundation/Check#3019	2,000.00
May's Trucking Company/Padding/Foundation/Check#3018	2,600.00

Project Cost Breakdown

HOME funds		Other project funds	
<i>This section to be completed by Developer</i>		<i>This section to be completed by Developer</i>	
Total Amount Requested for this Draw	\$ <u>30,109.79</u>	Total Amount Requested for this Draw	\$ 30,109.79
<i>This section to be completed by City</i>			
Original Contract Amount	\$ <u>54,000.00</u>	Original Contract Amounts	\$ 108,000.00
Total Change order amounts	\$ <u>- 0 -</u>	Total Change order amounts	\$ 0.00
Prior payments to date	\$ <u>3,375.00</u>	Prior payments to date	\$ 6,250.00
Contract balance	\$ <u>50,625.00</u>	Contract balances	\$ 101,750.00
Total amount approved <u>60%</u>	\$ <u>18,000.07</u>	Total amounts approved	\$ 24,256.45
10% withheld	\$ <u>1,800.11</u>	<u>0</u> % withheld if any	\$ 0.00
This Payment Amount	\$ <u>16,200.06</u>	Actual payment amounts	\$ 18,006.45
New Contract balance	\$ <u>34,429.94</u>	New Contract balances	\$ 98,748.21
Total retainage held to date	\$ <u>2,175.11</u>	Total retainage held to date	\$ 2,175.11

Authorized Signatures

Signature of Authorized Officer Requesting Funds <u>Donna Ali</u>	Print Name Donna Ali Executive Director	Date 10/11/16
Signature of City Housing Specialist <u>Robert Jones</u>	Print Name Robert Jones	Date 10-17-16
Signature of City Official Approving Disbursement <u>Clarence P. Williams</u>	Print Name Clarence P. Williams	Date 10-17-2016

Community Connections, Inc.
Drawdown #2
October 11, 2016

Page 1:	
1.	1,292.00
2.	2,000.00
3.	2,600.00
Page 2:	Attachment A
4	102.00
5	600.00
6	4,358.38
7	1,200.00
8	991.51
9	700.00
10.	717.55
11.	350.00
12	1,000.00
13.	249.44
14.	1,300.00
15.	220.00
16.	394.83
17.	8,187.31
18.	246.96
19.	104.90
20.	136.53
21.	3,358.38
Total	\$30,109.79

COMMUNITY CONNECTIONS INC 06/09
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
65-548958

3032

9/16/2016

Pay TO THE
ORDER OF Arkin Terrell

\$ 1,292.00

One Thousand Two Hundred Ninety-Two and 00/100

DOLLARS

Arkin Terrell
PO Box 831
Foxworth, MS 39483

MEMO

Donna A. Ali
AUTHORIZED SIGNATURE

⑈003032⑈ ⑆065304385⑆ 0080576831⑈

>065304385< 20160919
CITIZENS BANK
23 19

<065304385> 23 19 09/19/16

Arkin Terrell
Donna Ali

FROM:

Arkin Terrell
Invoice # 0309162016

P. O. Box 831
Foxworth, MS 39483

TO:

Balance Forward	Total Amount Due
Current Invoice	Total Amount Due
Payments	Total Amount Due
Unpaid Balance	Total Amount Due

Item Description	Quantity	Price Per	Total
Roofing Work/Labor Only 516 Barkley Street Hattiesburg, MS 39401 Ms. Applewhite			\$1,292.00
Roofing Work/Labor Only			
\$38.00 per sq. x 34 squares 2,051 sq. feet			
TOTAL			\$1,292.00


Signature

9/14/16
Date

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#6

COMMUNITY CONNECTIONS INC 06/09
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
85-543/653

3019

8/26/2016

PAY TO THE ORDER OF May's Trucking Service

\$ **2,000.00

Two Thousand and 00/100*****

DOLLAR

May's Trucking Service
1820 Lott Street
Hattiesburg, Ms 39401

MEMO


AUTHORIZED SIGNATURE

⑈003019⑈ ⑆065305436⑆ 0080576834⑈

COMMUNITY CONNECTIONS INC
May's Trucking Service
7610 · Construction Expenses:7623 · Lot

8/26/2016

3019

2,000.00

8/26/16

REGIONS-General C



2,000.00

974483

May's Truly Love

NAME COMMUNITY CONNECTION		SHIP TO ZAC				
ADDRESS		ADDRESS				
CITY, STATE, ZIP HARRISBURG, MS 39401		CITY, STATE, ZIP				
ORDER NUMBER	DEPARTMENT	SALESPERSON	WHEN SHIP	TERMS	HOW SHIP	DATE 8/25/16
QUANTITY	DESCRIPTION				PRICE	AMOUNT
5/6	BAL ON FOUNDATION ON BARKLEY RD.				2550 2000	00 00
Jenny Hall						
BUYER:						

6100

KEEP THIS SLIP FOR REFERENCE

COMMUNITY CONNECTIONS INC 06/09
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
85-543/653

3018

8/26/2016

PAY TO THE ORDER OF May's Trucking Service

\$ **2,600.00

Two Thousand Six Hundred and 00/100

DOLLARS

May's Trucking Service
1820 Lott Street
Hattiesburg, Ms 39401

MEMO

Donna A. Ali

AUTHORIZED SIGNATURE

⑈003018⑈ ⑆065305436⑆ 0080576834⑈

COMMUNITY CONNECTIONS INC

May's Trucking Service

Date Type Reference
7/27/2016 Bill Inv#974476

Original Amt.
3,500.00

Balance Due
2,600.00

8/26/2016

Discount

Check Amount

Payment
2,600.00
2,600.00

3018

REGIONS-General C

8/26/16
James May

2,600.00

974476

MAY'S TRUCKING SERVICE
1820 LOTT STREET
HATTIESBURG, MS 39401
268-6030 544-3604

F

51

NAME <i>Community Connection</i>		SHIP TO	
ADDRESS <i>Margaret St.</i>		ADDRESS	
CITY, STATE, ZIP <i>Hattiesburg, MS 39401</i>		CITY, STATE, ZIP	
ORDER NUMBER	DEPARTMENT	SALESPERSON	WHEN SHIP
TERMS		HOW SHIP	
DATE <i>7/27/06</i>			

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	<i>Pad for House on</i>		
	<i>5 BARKLEY Rd.</i>		<i>\$3500.00</i>
	<i>Leveling + PAID</i>		
	<i>CLEARING BACK PART of</i>		
	<i>LOT to FENCE.</i>		
	<i>TOTAL</i>		<i>\$3500.00</i>
			<i>- 800.00</i>
			<i>2700.00</i>
			<i>- 100.00</i>
			<i>2600.00</i>
BUYER <i>Willie Myers</i>			

COMMUNITY CONNECTIONS INC 0000
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
05-543653

2985

6/28/2016

PAY TO THE ORDER OF City of Hattiesburg

\$ 102.00

One Hundred Two and 00/100

DOLLARS

City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403-1897

MEMO

16-7612

Don A. Ali

AUTHORIZED SIGNATURE

⑈002985⑈ ⑈065305436⑈ 0080576834⑈

>065300279<
Trustmark Hattie
2016-06-30
0360334132

0360334132

Security Features Included



Hattiesburg, Mississippi
Land Development Code
PO Box 1898
Hattiesburg, MS 39403-
Phone: (601) 554-1004
Fax: (601) 545-4688

Permit	
Permit No. LAND-06-16-007612	Permit Type: Land Disturbance
	Work Classification: Grading
	Permit Status: Active
	Report Code:
Issue Date: 06/28/2016	Expiration: 12/25/2016

Project Address	PPIN No.	Valuation:	Total Sq Feet:	Historic District	Flood Zone: No
516 BARKLEY RD Hattiesburg, MS 39401	6738	\$ 5,000.00	0		Unshaded X

Owner Information	Address	Phone	Cell
COMMUNITY CONNECTIONS, INC.	P.O. BOX 18612 HATTIESBURG, MS 39404	(601)261-0820	(601)580-8089

Contractor(s)	Phone	Cell	Contractor type
COMMUNITY CONNECTIONS, INC.	(601)261-0820	(601)580-8089	Sample

Inspection Requests:

For inspections call: (601) 545-1010

Fees Due	Amount
Grading Permit Fee	\$102.00
TOTAL	\$102.00

Total	Amt Paid	Amt Due

Available Inspections:	
Inspection Type	IVR

Proposed Construction / Details

APPROVED PER STEVE MITCHELL FOR GRADING ONLY....

Issued By: Tonya Jordan

NOTICE: THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED, OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLETED WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

SIGNATURE OF CONTRACTOR, OWNER, OR AUTHORIZED AGENT

Steve Mitchell B. [Signature]

APPROVED BY

DATE

6-28-16

DATE

*****This copy Owner/Contractor*****

COMMUNITY CONNECTIONS INC 06109
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
05-5431655

3011

8/26/2016

PAY TO THE
ORDER OF

City of Hattiesburg-Water Dept.

\$

600.00

Six Hundred and 00/100

DOLLARS

City of Hattiesburg-Water Dept.
PO Box 1898
Hattiesburg, MS 39404-6445

MEMO

72259

Damon A. Ali
ALL-OF-TEC SIGNATURE

⑈00301⑈ ⑈065305436⑈ 0080576234⑈

20160831000083025612 501

084201278

BANCORP SOUTH

CITY HATTIESBURG WATER DEPOSITS ACCTS 0081 8206

20160831000083025612 501

084201278

BANCORP SOUTH

TUPELO, MS 38801

TUPELO, MS 38801



CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES DEPARTMENT
RESIDENTIAL APPLICATION

NAME COMMUNITY CONNECTIONS DATE 8/26/2016

ADDRESS 516 BARKLEY ROAD LOT# _____

BUILDING PERMIT # 16-7738 TELEPHONE# DONNA ALI (601)261-0820

PLUMBER/CONTRACTOR CHRISTOPHER TELEPHONE# _____

WATER

Stub Out	3/4"	\$ 525.00	☒
	1"	\$ 600.00	☐
Tap	3/4"	\$ 860.00	☐
	1"	\$ 950.00	☐
	2"	\$ 3200.00	☐

SEWER

Tap	(existing)	No Charge	☒
Tap	(to be made)	\$ 1500.00	☐
Relocation	20' Max.(As per cost of labor & materials) minimum of	\$ 200.00	☐
Clean Out		\$ 300.00	☐
Deposits-Residential		\$ 75.00	☒

SPECIAL

☐

_____ \$ 0.00

Comments:

MAILING ADDRESS: 215 MOBILE ST, H'BURG MS 39401

Completed by: JLL TOTAL \$ \$600.00

COMMUNITY CONNECTIONS INC 0500
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
85-643853

3024

9/9/2016

PAY TO THE ORDER OF Arkin Terrell

Four Thousand Three Hundred Fifty Eight and 38/100

\$ 4,358.38

DOLLARS

Arkin Terrell
PO Box 831
Foxworth, MS 39483

MEMO

Donna A. Ali

AUT-SIGNED E. CREATURE

⑈003024⑈ ⑆065305436⑆ 0080576834⑈

065304385 20160913
CITIZENS BANK
6 32

065304385 6 32 09/13/16

*Arkin Terrell
Donna Terrell
37947105*

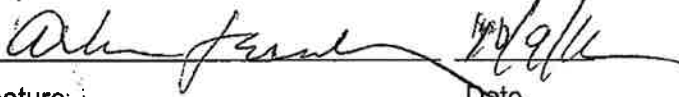
FROM:

Arkin Terrell
Invoice # 109082016

P. O. Box 831
Foxworth, MS 39483



Item Description	Quantity	Price Per	Total
Framing Work – 50% complete 516 Barkley Road Hattiesburg, Ms 39401 Ms. Applewhite			\$4,358.38
CONSTRUCTION LIEN WAIVER I agree to a conditional partial waiver on process payment of my right to a lien on the property located at 4235 Johnson Street, Hattiesburg. This conditional waiver specifies that I have indeed been paid in full and the waiver is an effective proof against any lien claim on the property.			
TOTAL			\$4,358.38

Signature: Date: 

3024

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COMMUNITY CONNECTIONS INC
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
R5-90053

3025

9/9/2016

PAY TO THE ORDER OF Carlos Parker

\$ 1,200.00

One Thousand Two Hundred and 00/100

DOLLARS

Carlos Parker
178 Oral Church Rd
Smyrna, MS 39482

MEMO

Donna A. Ali

⑆003025⑆ ⑆065305436⑆ 0080576834⑆

20160909124310779093 05 1727

Regions Bank >062000019<

20160909124310779093 05 1727
Regions Bank >052000019<

Handwritten signature

FROM:

Carlos Parker
178 Oral Church Road
Sumrall, MS 39482
Invoice #1090916

SS# 587-37-1459

TO:

Donna Ali
Community Connection, Inc.
215 Mobile Street
Hattiesburg, Ms 39404

Total Amount Due: \$3,223.20
Total Amount Paid: 9/9/16 1,200.00
Total Balance Due: \$2,023.20

Item Description	Quantity	Price Per	Total
Phase I - Labor: Wall Installation (\$300.00) Drywalls - 135 (4x12x.42=\$2,721.60) Greenboards 15(4x8x.42 = \$ 201.60) 516 Barkley Road Hattiesburg, Ms 39401 Ms. Applewhite			\$1,200.00
CONSTRUCTION LIEN WAIVER I agree to a conditional/partial waiver on process payment of my right to a lien on the property located at 516 Barkley Road. This conditional waiver specifies that have indeed been paid to date and the waiver is an effective proof against any lien claim on the property.			
		Subtotal	-0-
		Tax - 0%	-0-
		TOTAL	\$1,200.00

Signature

Date

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3026

COMMUNITY CONNECTIONS INC 0608
PO BOX 18812
HATTIESBURG, MS 39404

REGIONS BANK
85-543639

9/14/2016

PAY TO THE ORDER OF
Ferguson Plumbing Supply
Nine Hundred Ninety-One and 51/100

\$ 991.51

DOLLARS

Ferguson Plumbing Supply
5115 Hwy 42
Hattiesburg, MS 39401

MEMO

Donna A. A.

⑈003026⑈ ⑈065305436⑈ 0080576834⑈

PAY TO
WELLS FARGO
FOR DEPOSIT ONLY
FERGUSON PLUMBING
BRANCH
4100
ORDER OF
BANK N.A.
1997
SPRINGS, INC.
319



Save time and money use the item #'s below
to re-order at fergusononline.com

FERGUSON #1997
5115 HIGHWAY 42
HATTIESBURG, MS 39401-9999

ORDER NO. 501-545-1378 FAX: 601 545-1524
REQUIRED DATE 09/28/15 SHIP WHS. SELL WHS.

CASH SALES ORDER
*** C O D ***

ORDER NO. 501-545-1378 ORDER DATE 09/26/16 ORDERED BY

CUSTOMER NO. 57859 CUSTOMER ALPHA CHRIS BID NO. 3437502

SHIP NO. 3437502

SHIP DATE 09/26/16

SHIP BY

SHIP VIA

SHIP WT.

SHIP DATE

DELIVERED BY

PACKED BY

CHECKED BY

ROUTE NO.

ROUTE DESC

RUN NO.

DEPART

VENDOR

VENDOR P.O. NO.

OML CONTACT

TAG P.O. NO.

WRITER

SALESMAN

DATE

DATE

DATE

DATE

DATE

DATE

CHRISTOPHER PLUMBING
518 BRANTLEY DRIVE
HATTIESBURG, MS 39402
OFF OF EDWARDS ST HATTIESBURG, MS 39402

ATTN:

DESCRIPTION

UNIT PRICE

U/M

TOTAL

PO. NO.

aisle LO

48X32 LH FRP SHUR UNIT

277.500 EA

277.50

125.0 1b

2 BRS NO CAULK SHUR DRN

17.100 EA

17.10

1.5 1b

1HDL P/BAL UNITV VLV ONLY

33.959 EA

33.97

1.4 1b

LF 1/2 BRS CAP

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS
SUBJECT TO HANDLING CHARGES.
SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS
OF WARRANTY.

SUBTOTAL

INBOUND FREIGHT

OUTBOUND SHIPPING

TAX

LESS DEPOSIT

TOTAL DUE

277.582 EA

277.58

131.0 1b

Serial Number 53.1 3274831

1HDL P/BAL UNITV VLV ONLY

33.959 EA

33.97

1.4 1b

CCY 2 GPM 1HDL LEV TRS TRIM SS

131.890 EA

131.89

3.1 1b

3.1 1b

3.1 1b

TERMS: CASH ON DELAND

CUSTOMER COPY

DATE:

CUSTOMER'S SIGNATURE:

YCONTINUED*

601580 889

COMMUNITY CONNECTIONS INC 06/09
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
85-542533

3027

9/14/2016

PAY TO THE ORDER OF Tommy Smith

\$ 700.00

Seven Hundred and 00/100

DOLLARS

Tommy Smith
27 Annie Christie Dr.
Hattiesburg, MS 39401

MEMO

Don A. At

⑈003027⑈ ⑈065305436⑈ 0080576834⑈

DO NOT WRITE IN THESE SPACES

20160915000086103697 501

084201278

BANCORPSOUTH

20160915000086103697 501

084201278

BANCORPSOUTH

TUPELO, MS 38801

TUPELO, MS 38801

10/20/2016
084201278
0080576834

[Signature]

3027

COMMUNITY CONNECTIONS INC 06/09
PO BOX 18812
HATTIESBURG, MS 39404

REGIONS BANK
85-543/653

3030

9/16/2016

PAY TO THE ORDER OF May's Trucking Service

\$ 717.55

Seven Hundred Seventeen and 55/100

DOLLARS

May's Trucking Service
1820 Loft Street
Hattiesburg, Ms 39401

MEMO

Donna A. Alt
RUP-00706 SIGNATURE

⑆003030⑆ ⑆06530543⑆ 0080576834⑆

Details on Back
Security Features Included

ED

20160921000085618067 502

084201278

BANCORPSOUTH

20160921000085618067 502

084201278

BANCORPSOUTH

TUPELO, MS 38801

TUPELO, MS 38801

*May's Trucking Service
Deposit Only*

974487

Maga Trucking Co.

NAME <i>Community Connection</i>		SHIP TO	
ADDRESS		ADDRESS	
CITY, STATE, ZIP <i>HATTIESBURG, MS 39402</i>		CITY, STATE, ZIP	
ORDER NUMBER	DEPARTMENT	SALESPERSON	WHEN SHIP
TERMS		HOW SHIP	DATE <i>9/8/16</i>

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	Tractor Work on Barkley Rd.		
	Finish Clearing Lot		350 ⁰⁰
	Rent on Trac HDE Small		208 ⁶⁵
	St M Hardware		
	Rent on Surge Pump	8/23	71¹² 52 ⁹⁷
11	11	8/29-1/16	105 ⁹³
	TOTAL	\$	717 ⁵⁵

BUYER:

Constance McGowan

COMMUNITY CONNECTIONS INC 0609
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
95 543653

3034

9/21/2016

PAY TO THE ORDER OF Fred W Martin

\$ **350.00

Three Hundred Fifty and 00/100

DOLLARS

Rolloff Recycling Center, LLC
PO Box 1896
Purvis, MS 39475

MEMO

Don A. Al

PRINTED NAME: SIGNATURE

⑈003034⑈ ⑆0655305436⑆ 0080576834⑈

Points on Book

Security Features Included

for deposit only

Fred W. Martin DBA Roll-off Recycling Center, LLC

Invoice

PO BOX 1896

MS 39475

Date	Invoice #
9/20/2016	125

Bill To
Community Connections Inc
215 Mobile Street
Hattiesburg MS 39401

Puerdis

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	30 yard dumpster to be delivered to 516 Barkley Rd. Hattiesburg MS	350.00	350.00
		3034	
Total			350.00

#10

COMMUNITY CONNECTIONS INC 06/00
PO BOX 18572
HATTIESBURG, MS 39404

REGIONS BANK
05-0134603

3035

9/23/2016

PAY TO THE ORDER OF Arkin Terrell

\$ 1,000.00

One Thousand and 00/100

DOLLARS

Arkin Terrell
PO Box 831
Foxworth, MS 39483

MEMO

Donna A. Ali
AUTHORIZED SIGNATURE

⑈003035⑈ ⑈065305436⑈ 0080576834⑈

⑈065304385⑈ 20161005
CITIZENS BANK
30 6

⑈065304385⑈ 20161005

FROM:

Arkin Terrell
Invoice # 409232016

P. O. Box 831
Foxworth, MS 39483

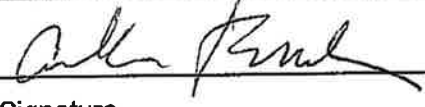
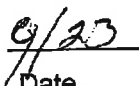
TO: Donna Ali
Community Connection, Inc.
215 Mobile Street
Hattiesburg, Ms 39404

Total Amount Due: \$1,000.00
Total Amount to Pay (09/23/16): \$1,000.00
Total Balance Due: -0-

Item Description	Quantity	Price Per	Total
Final Payment for Framing 516 Barkley Road Hattiesburg, Ms 39401 Ms. Applewhite			\$1,000.00
CONSTRUCTION LIEN WAIVER I agree to a conditional/partial waiver on process payment of my right to a lien on the property located at 516 Barkley Road, Hattiesburg. This conditional waiver specifies that I have indeed been paid to date and the waiver is an effective proof against any lien claim on the property.			
TOTAL			\$1,000.00

Signature

Date


6001

261-6800

COMMUNITY CONNECTIONS INC 0809
PO BOX 18612
HATTESBURG, MS 39404

REGIONS BANK
85-643663

3036

9-23-16

PAY TO THE
ORDER OF

Lowes Home Improvement

\$ 249.40

Two Hundred Forty Nine & 40/100

DOLLARS

MEMO

516-Barkley Road
Licks -
Barks-Jones

Donna A. Ali

AUTHORIZED SIGNATURE

003036 00653054360 0080576834*

Details on Back
Security features included

FOR DEPOSIT ONLY 09/23/16
LOVE'S HOME DEVICES, LLC NDCSV
121000240- 471228803 9247-44
ID 06400170545
BTW04505434 ACCOUNTS/6334
THRU0057 TRIMMIS 644111 80
EXIM000036 14131

FOR RETURNED CHECKS
> 053101121-6
ACCOUNT 118040299627 STOREN DCS7
BANK CHARLOTTE, NC
STOREN DCS7 ACCOUNT 653401121
FOR RETURNED CHECKS
> 053101121-5



**NEVER STOP
IMPROVING**

LOWE'S HOME CENTERS, LLC
6004 US HIGHWAY 98
HATTIESBURG, MS 39402 (601) 261-3008

— SALE —

ITEM: 50537711 059128 TRANS: 36658908 09-23-16

740585 PRO CORN BROOK W/ WOOD HA	11.29
287055 KW SN CONDO SGL CAMERON	79.96
2 @ 39.98	
212230 18-IN MULTI-SURFACE PUSHB	9.98
469321 DEBRIS DUSTPAN W/HANDLE	16.98
286962 KW SN HNDLST CHELSEA/CAME	109.00
71891 HM #69 MASTER PADLOCK BRA	1.97
71877 HM #66 KWIKSET BRASS KEY	3.94
2 @ 1.97	

SUBTOTAL: 233.12

TAX: 16.32

INVOICE 67045 TOTAL: 249.44

CHECK: 249.44

STORE: 0537 TERMINAL: 67 09/23/16 14:31:11

OF ITEMS PURCHASED: 9

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
SEE REVERSE SIDE FOR RETURN POLICY.
STORE MANAGER: HAWKE LOTT

WE HAVE THE LOWEST PRICES, GUARANTEED!
IF YOU FIND A LOWER PRICE, WE WILL BEAT IT BY 10%.
SEE STORE FOR DETAILS.

YOUR OPINIONS COUNT!

REGISTER FOR A CHANCE TO BE

ONE OF FIVE \$300 WINNERS DRAWN MONTHLY!

¡REGISTRESE EN EL SORTEO MENSUAL

PARA SER UNO DE LOS CINCO GANADORES DE \$300!

REGISTER BY COMPLETING A GUEST SATISFACTION SURVEY

WITHIN ONE WEEK AT: www.lowes.com/survey

YOUR ID # 67045 0537 267

NO PURCHASE NECESSARY TO ENTER OR WIN.

VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER.

OFFICIAL RULES & WINNERS AT: www.lowes.com/survey

STORE: 0537 TERMINAL: 67 09/23/16 14:31:11

9-23-16

Lowe's

516 Barkley Rd

Post to Exterior
Hammer

POSTED
9/27/16

#9

COMMUNITY CONNECTIONS INC 08/09
PO BOX 18612
HATTESBURG, MS 38404

REGIONS BANK
85-543833

3038

9/27/2016

PAY TO THE ORDER OF Tommy Smith

\$ 1,300.00

One Thousand Three Hundred and 00/100

DOLLARS

Tommy Smith
27 Annie Christie Dr.
Hattiesburg, MS 39401

MEMO

Donna A. Ali

AUTHORIZED SIGNATURE

⑆003038⑆ ⑆065305436⑆ 0080576834⑆

Regions Bank

20160929000084129104 501

084201278

BANCORPSOUTH

20160929000084129104 501

084201278

BANCORPSOUTH

TUPELO, MS 38801

TUPELO, MS 38801

Handwritten signature

FROM:

Tommy Smith
27 Annie Christie Dr.
Hattiesburg, MS 39401

TO:

Donna Ali
Community Connection, Inc.
215 Mobile Street
Hattiesburg, Ms 39404

Total Amount Due: \$ 1,300.00

Total Amount Paid 09/27/16 \$ 1,300.00

Total Balance Due: -0-

Item Description	Quantity	Price Per	Total
Concrete Work			1,300.00
CONSTRUCTION LIEN WAIVER I agree to a conditional/partial waiver on process payment of my right to a lien on the property located at 516 Barkley Rd, Hattiesburg. This conditional waiver specifies that I have indeed been paid to date and the waiver is an effective proof against any lien claim on the property.			
TOTAL			\$1,300.00

Signature

Date

#2

COMMUNITY CONNECTIONS INC 06/09
PO BOX 18812
HATTIESBURG, MS 39404

REGIONS BANK
25-543853

3039

9/28/2016

PAY TO THE ORDER OF Tommy Smith

\$ 220.00

Two Hundred Twenty and 00/100

DOLLARS

Tommy Smith
27 Annie Christie Dr.
Hattiesburg, MS 39401

MEMO

Donna A. Ali
AUTHORIZED SIGNATURE

⑆003039⑆ ⑆065305436⑆ 0080576834⑆

20161003000085536402 501

084201278

BANCORPSOUTH

20161003000085536402 501

084201278

BANCORPSOUTH
TUPELO, MS 38801

TUPELO, MS 38801

STATION FOR
RECEIPT
10/10/2016

[Handwritten Signature]

G & B Hardware & Specialty, Inc.
5029 Old Hwy. 11
Hattiesburg, MS 39402
PHONE 601-264-8008
FAX 601-264-8198

SALES RECEIPT

09/09/2018 Time 02:25pm TX# 347889
Station:01 Drawer:1

1 TRACKHOE 24 HP Price	195.00
RENTAL TRACKHOE 24 HP	195.00%
1 Item(s)	
Sub Total	195.00
SALES TAX	13.65
Total	208.65
Cash	220.00
Change	11.35

THANK YOU FOR YOUR BUSINESS!

#3039

Tommy Smith

COMMUNITY CONNECTIONS INC 08/09
PO BOX 15612
HATTIESBURG, MS 39404

REGIONS BANK
85-545/833

3043

9/30/2016

PAY TO THE ORDER OF Harvard Pest Control

\$ **394.83

Three Hundred Ninety-Four and 83/100

DOLLARS

Harvard Pest Control
PO Box 15007
Hattiesburg, MS 39404-5007

MEMO 1033116

Donna B. Allen

AUTHORIZED SIGNATURE

⑈003043⑈ ⑆065305436⑆ 0080576834⑈

For Book of Receipts Only
The HATTIESBURG PEST CONTROL Association
PO Box 15007
Hattiesburg, MS 39404-5007
9/30/2016
Amount Received

Havard Pest Control

P.O. Box 15007
Hattiesburg, MS 39404-5007
(800) 898-0264
hpc1@havardpest.com
www.havardpest.com

ACCOUNT
148029
STATEMENT DATE
09/06/16

ACCOUNT
148029
STATEMENT DATE
09/06/16



COMMUNITY CONNECTIONS
IVORY WILLIAMS
215 MOBILE ST
HATTIESBURG MS 39401-3492

1

Visit www.havardpest.com
for account access and
online payment.

RETURN THIS PORTION WITH PAYMENT

DATE	ORDER	INVOICE	SERVICE	AMOUNT	BALANCE	INVOICE	DUE
Location 08/25/16	Name: 516 1033116	BARKLEY 1033116	ROAD, HATTIESBURG, MS, 39401 Termite Pre-treat	394.83	394.83	1033116	394.83
CURRENT				30 DAYS	60 DAYS	OVER 90 DAYS	TOTAL
394.83				0.00	0.00	0.00	394.83
						TOTAL AMOUNT DUE	394.83

Visit our website today and sign up for e-statements. Thank you for your business.

CHECK ITEMS BEING PAID

AMOUNT
REMITTED _____

COMMUNITY CONNECTIONS INC 06/09
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
85-543153

3044

9/30/2016

PAY TO THE ORDER OF Southeastern Concrete Company

\$ 8,167.31

Eight Thousand One Hundred Sixty-Seven and 31/100

DOLLARS

Southeastern Concrete Company
PO Box 16748
Hattiesburg, Ms 39404

MEMO

Donna A. Ali

APPROVED

⑈003044⑈ ⑈065305436⑈ 0080576834⑈

2223110044400 10-06-2016

02223110044400

FOR DEPOSIT ONLY
Southeastern Concrete Co.



P.O. Box 16748
Hattiesburg, MS 39404
Office 601-544-7000

(c) 636 4238



INVOICE

POSTED

RECEIVED

COM0017

Customer No.
Invoice Date
Invoice Number
Job Id
Credit Terms

8/26/2016
25181
516 BARKLEY RD.
NET 10TH PROX

Page 1

Community Connections, Inc
PO Box 18612
Hattiesburg MS 39404

Date	Ticket	Qty	Description	Price	Amount
08/26/16	28532	8.00 CY	3000 PSI	102.50	820.00 *
08/26/16	28532	8.00 LB	Fiber Mesh	6.00	48.00 *
08/26/16	28533	8.00 CY	3000 PSI	102.50	820.00 *
08/26/16	28534	8.00 CY	3000 PSI	102.50	820.00 *
08/26/16	28535	8.00 CY	3000 PSI	102.50	820.00 *
08/26/16	28536	8.00 CY	3000 PSI	102.50	820.00 *
08/26/16	28537	8.00 CY	3000 PSI	102.50	820.00 *
08/26/16	28538	8.00 CY	3000 PSI	102.50	820.00 *
08/26/16	28539	8.00 CY	3000 PSI	102.50	820.00 *
08/26/16	28540	8.00 CY	3000 PSI	102.50	820.00 *
08/26/16	28541	2.00 CY	3000 PSI	102.50	205.00 *

Credit card payments will be assessed a 5% processing fee. A 1.5% service charge will be applied monthly to balances exceeding 30 days.

Sub-Total	7633.00
Sales Tax- MS	534.31
Invoice Total	8167.31

COMMUNITY CONNECTIONS INC 06/08
PO BOX 18512
HATTIESBURG, MS 39404

REGIONS BANK
85-543/853

3045

9/30/2018

PAY TO THE ORDER OF Economy Supply

\$ 246.96

Two Hundred Forty-Six and 96/100

DOLLARS

Economy Supply
PO Box 1128
Hattiesburg, Ms 39403-1128

MEMO

Donna A. As...

AUTHORIZED SIGNATURE

⑆003045⑆ ⑆065305436⑆ 0080576834⑆

>065300279<
Trustmark Hattie
2016-10-07
0303324521

0303324521

FOR DEPOSIT ONLY
THE ECONOMY SUPPLY CO
4800132101

THE ECONOMY SUPPLY CO., INC.
P.O. BOX 1128
HATTIESBURG, MS 39403-1128

Page 1 of 1

Phone #: (601) 582-1941
Fax #: (601) 544-6960

*
* STATEMENT of ACCOUNT *
*

COMMUNITY CONNECT (L)
ATTN: DONNA ALI
215 MOBILE ST
HATTIESBURG, MS 39404-8612

Statement Date: 08/31/16

Account number: COMM1205

Date	Invoice	Description	Charges	Credits	Amount Due	Balance
07/13	254627	516 BARKLEY RD FOUR	264.70			264.70
08/04	256031		179.76			444.46
08/10	256349		4.28			448.74
08/17	256961		40.13			488.87
08/25	257330		16.91		16.91	505.78
08/25	257351		48.15		48.15	553.93
08/25	257305	516 BARKLEY RD	181.90		181.90	735.83
08/26		Payment, chk#4199		-488.87		246.96

 **POSTED**
RECEIVED
9/7/16

Current	1 to 30	31 to 60	61 to 90	Over 90	Total
0.00	0.00	0.00	0.00	0.00	246.96

COMMUNITY CONNECTIONS INC 08/09
PO BOX 16612
HATTIESBURG, MS 39404

REGIONS BANK
65 543553

3049

9/30/2016

PAY TO THE ORDER OF: Mississippi Power Company

\$ 104.90

One Hundred Four and 90/100

DOLLARS

Mississippi Power Company
PO BOX 245
Birmingham, AL 35201-02451

MEMO

Donna A. Ali

AUTHORIZED SIGNATURE

⑈003049⑈ ⑆065305436⑆ 0080576834⑈

Details on Back
Set by Federal Reserve

⑈00313⑈ ⑆0540001469165⑆ ⑆0655830510⑆

NO DEPOSIT SLIP
FOR DEPOSIT OF COMPANY
11/11/2016 3:57 PM
1001701000 Balance 100.00
Total 20 Deposited 100.00



A SOUTHERN COMPANY

1-800-532-1502

www.mississippipower.com

Office: 1221 WKST: W2HBGH006
Batch# 82710 Transaction# 28
Date: 10/4/2016 3:59 PM
=====

Receipt# 06158303 DI
Account# 1531178105
COMMUNITY CONNECTIONS INC

2004 ORD # 95535462	\$14.08
Electric Service	
2004 ORD # 82518100	\$90.82
Temporary Construction	

Receipt Amount	\$104.90
----------------	----------

=====

Transaction Total:	\$104.90
Check	\$104.90

Thank you for your payment.

COMMUNITY CONNECTIONS INC 08109
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
85-543453

3023

9/13/2016

PAY TO THE ORDER OF Rashed N. Ali

\$ 136.53

One Hundred Thirty-Six and 53/100

DOLLARS

Rashed N. Ali
302 First Hopewell Rd.
Summit, MS 39482

MEMO

Rashed N. Ali

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

⑈003023⑈ ⑆065305436⑆ 0080576834⑈

20160913124310556775 04 1633

Regions Bank >062000019<

20160913124310556775 04 1633
Regions Bank >062000019<

*DEPOSIT ONLY
RASHED ALI*

**TOOLS/EQUIPMENT AND
PARTY RENTALS -**

- Garden Tillers
- Thatchers
- Chain Saws
- Lawn Mowers
- Power Cleaners
- Sanders
- Power Tools
- Pressure Washers
- Compactors
- Saws
- Mixers
- Trenchers
- Air Compressors
- Skid-Steer Loaders
- Paint Sprayers
- Table & Skirting
- Folding Chairs
- Canopies & Tents
- Chafing Dishes
- Dance Floors
- Champagne Fountains

TAYLOR RENTAL®

TAYLOR RENTAL
4219 LINCOLN ROAD EXTENSION
HATTIESBURG, MS. 39402
261-5060

This document is a Contract. You should familiarize yourself with its unusual features so there will be no misunderstandings as to your obligations. The words RENTER, YOU and YOURS mean the persons who signs this Rental Contract (or are obligated under its terms). WE, OUR and TAYLOR refer to the TAYLOR RENTAL CENTER only at the address shown to the left.

The back of this contract contains important terms and conditions, including Taylor's disclaimer from all liability for injury or damage and details of Renter's obligations for rental and other charges and responsibilities to care for and return the item(s) rented. They are part of this contract. Read Them. I have read and understand the terms & conditions listed on the face and reverse hereof, specifically item 3.

Renter's
Initials

THANKS FOR CHOOSING TAYLOR RENTAL

OPEN MONDAY THRU FRIDAY

7:30 TIL 5:00
SATURDAY 7:30 TIL 12:00

CLOSED SUNDAY

Customer ID: 427021303 CONTRACT CLOSING Contract Number: 1-278844-01

09/06/16 ALI, RASHAD NAHIUM
302 FIRST HOPEWELL RD
SUMRALL, MS 39402
601 736-2192

LOCATION OF EQUIPMENT:
MESSAGE:

Out: WED 08/31/16 11:40
In: TUE 09/06/16 08:21

THANK YOU FOR CHOOSING TAYLOR RENTAL

Item No.	Qty	Description	Rate	Info	Unit	Extended
020-0048	1	GENERATOR, 5.6 WACKER	2A	58.00	116.00	116.00
1-01		Serial number: 50400				
		Replacement Charge, each			1776.00	

RETURNED

#3023

Receipts Summary				Summary	
Date	Seq	Method	Ref/PO	Amount	
08/31/16	02	VI Credit Card		136.53	
				CONTRACTOR	116.00
				Damage waiver	11.60
				MS SALES	8.93
				Total	136.53

I acknowledge receipt in good order of the item(s) rented, that I have received and understood instructions regarding the use of the item(s) rented, and that I have read and agree to all terms printed on the face and reverse of this contract. Unless declined, I also agree to the Damage Waiver Charge.

SIGNATURE

Renter or authorized Agent and signatory for Renter

D.W.C. IS NOT INSURANCE RETURN DATE 09/06/16 08:21

Declines
(Initials)

Renter, by initial hereon, declines benefits of Paragraph 10, Damage Waiver, on reverse side of this contract.

Notby Taylor immediately if equipment does not function properly or no refund or allowances will be made.

TAYLOR RENTAL WHERE YOU GET SERVICE SELECTION SATISFACTION AND SAVINGS

Dr. Sales (Phone)

Date: Customer:

Contract:

COMMUNITY CONNECTIONS INC 0000
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
05-543052

3031

9/16/2016

PAY TO THE ORDER OF Arkin Terrell

\$ 3,358.38

Three Thousand Three Hundred Fifty-Eight and 38/100

DOLLARS

Arkin Terrell
PO Box 831
Foxworth, MS 39483

MEMO

Donna A. Calkins

AUTHORIZED SIGNATURE

⑆003031⑆ ⑆055305436⑆ 0080576831⑆

>055304385< 20160819
CITIZENS BANK
25 12

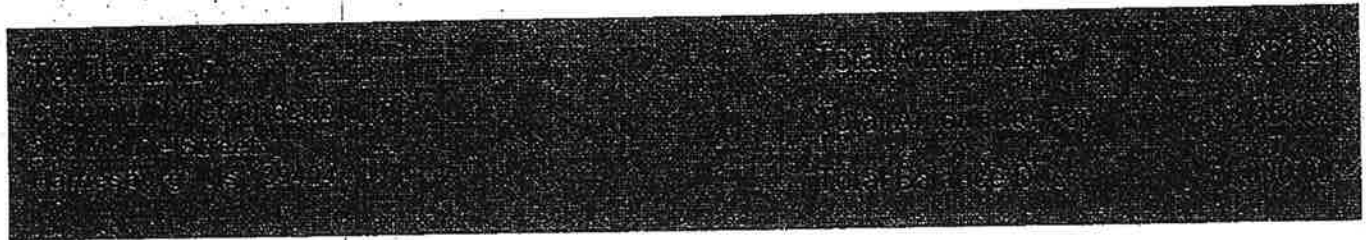
<055304386> 25 12 09/15/16

Arkin Terrell

FROM:

Arkin Terrell
Invoice # 209152016

P. O. Box 831
Foxworth, MS 39483



Item Description	Quantity	Price Per	Total
Framing Work – 89% complete 516 Barkley Road Hattiesburg, Ms 39401 Ms. Applewhite			\$3,358.38
CONSTRUCTION LIEN: This is a conditional partial waiver of proceeds from the sale of the property located at 516 Barkley Road, Hattiesburg, Mississippi, and the value of the property is \$3,358.38. The value of the property is subject to change and the value of the property is subject to change and the value of the property is subject to change.			
TOTAL			\$3,358.38

A handwritten signature in black ink, appearing to read "Arkin Terrell".
Signature

A handwritten date "09/15" in black ink.
Date

Like this template?
You'll love Cashboard Invoicing Software

A handwritten number "15" inside a hand-drawn circle.

REQUEST FOR FUNDS FORM

CHDO Name: Community Connections Inc Prepared by: Donna A. Ali

Contact Phone Number: 601-261-0820 Contract Date: _____

Payment Request Number: 003 CHDO Activity: 516 Barkley Rd. Hattiesburg

Estimated percentage (%) complete: 80%

Request for reimbursement of expense incurred between 10/11/16 and 10/28/16.

Funds requested are for (check the appropriate choice)

☐ CHDO Developer Fee	☐ Operating Cost	☒ New Construction Development Cost	☐ Rehabilitation Development Cost
--	---	--	---

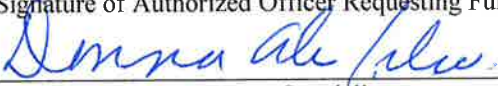
Payment Request Breakdown (See Attachment A for Continuation of Breakdown Request)

Item Description	Amount requested
Lowe's Home Building Supply/Check#3058	\$1,892.47
Arthur Ashford/Electrical/Check#3057	\$3,600.00
Alton Christopher/Plumbing/Check#3056	\$1,367.00

Project Cost Breakdown

HOME funds		Other project funds	
<i>This section to be completed by Developer</i>		<i>This section to be completed by Developer</i>	
Total Amount Requested for this Draw	\$13,924.46	Total Amount Requested for this Draw	\$13,924.46
<i>This section to be completed by City</i>			
Original Contract Amount	\$ <u>54,000.00</u>	Original Contract Amounts	\$108,000.00
Total Change order amounts	\$ <u>-0-</u>	Total Change order amounts	\$ -0-
Prior payments to date	\$ <u>19,575.06</u>	Prior payments to date (Gross)	\$ 36,359.79
Contract balance	\$ <u>34,424.94</u>	Contract balances	\$ 71,640.21
Total amount approved	\$ <u>8,354.68</u>	Total amounts approved this draw	\$ 13,924.46
10% withheld	\$ <u>835.47</u>	<u>40</u> % Total Retainage	\$ 5,569.79
This Payment Amount	\$ <u>7,519.21</u>	Actual payment amounts (#3)	\$ 8,354.67
New Contract balance	\$ <u>26,916.73</u>	New Contract balances	\$ 57,715.75
Total retainage held to date	\$ <u>3,010.64</u>	Total retainage held to date	\$ 3,010.64

Authorized Signatures

Signature of Authorized Officer Requesting Funds 	Print Name Donna Ali Executive Director	Date 10/11/16
Signature of City Housing Specialist 	Print Name Robert Jones	Date 11-1-2016
Signature of City Official Approving Disbursement 	Print Name Clarence Williams	Date

CCI DRAWDOWN REQUEST #3
10/28/16
ATTACHMENT A

CHECK #	AMOUNT
2988	225.00
2998	550.00
3002	800.00
3003	85.60
3004	30.73
3007	2,600.00
3008	278.00
3013	488.87
3014	395.00
3016	1,481.79
3037	130.00
3056	1,367.00
3057	3,600.00
3058	1,892.47
TOTAL	13,924.46

COMMUNITY CONNECTIONS INC 08/09
PO BOX 18612
HATTESBURG, MS 39404

REGIONS BANK
85-543/500

2988

7/8/2016

PAY TO THE ORDER OF Amer Mod Select Ins. Co

\$ 225.09

Two Hundred Twenty-Five and 09/100

DOLLARS

Amer Mod Select Ins. Co
PO Box 740429
Cincinnati, OH 45274-0429

MEMO

085-004-757-89-34

Don A. Al

ANTI-CRIME SIGNATURE

⑈002988⑈ ⑆065305436⑆ 0080576834⑈

00071216 000203 042 078288 Deposit Only
0000000475789349 79096284 Credit to Account
00225.09 of within named payee without
021 car Prejudice Fifth Third Bank<042000314<

AMER MOD SELECT INS. CO
PO BOX 5323
CINCINNATI OH 45201-5323

Date Prepared:	06/27/2016
Policy Type:	DWELLING
Policy Number:	085 004 757 89 34
Agent Name:	BERNARD GREEN INSURANCE, INC.

Important Policy Information

Past Due Balance: \$115.04
New Amount: \$110.05
Minimum Amount Due: \$225.09
Cancellation Date: 08/08/2016
Pay in Full: \$225.09
Amounts may include service and other charges

C 085 302619 0047578934 23 000
COMMUNITY CONNECTION DONNA ALI
PO BOX 18612
HATTIESBURG MS 39404-8612

Property Address: 620 BARKLEY RD HATTIESBURG, MS 39401

Important Information for COMMUNITY CONNECTION DONNA ALI

As of today, we have not received your payment. If payment is not received by the due date, your policy will cancel on 08/08/2016 at 12:01 a.m., Standard Time, for non-payment in accordance with your policy.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction.

Payments can be made by check or credit card at amia.com, by mail at the address listed on the reverse side or by calling our automated system at 1-800-543-2644

COMMUNITY CONNECTIONS INC date
PO BOX 18912
HATTIESBURG, MS 39404

REGIONS BANK
85-843853

2898

7/27/2016

PAY TO THE ORDER OF City of Hattiesburg

\$ 550.00

Five Hundred Fifty and 00/100

DOLLARS

City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403-1897

MEMO

16-7738

D. R. Ali
AUTHORIZED SIGNATURE

⑈002998⑈ ⑆065305436⑆ 0080576834⑈

>065300279<
Trustmark Hattie
2016-07-29
0302580678

0302580678

FOR DEPOSIT ONLY



Hattiesburg, Mississippi
Land Development Code
PO Box 1898
Hattiesburg, MS 39403-
Phone: (601) 554-1004
Fax: (601) 545-4688

Permit

Permit NO. **RESD-07-16-007738**

Permit Type: **Residential Building**

Work Classification: **New Single Family**

Permit Status: **Active**

Report Code:

Issue Date: **07/27/2016**

Expiration: **01/23/2017**

Project Address	PPIN No.	Valuation:	Total Sq Feet:	Historic District	Flood Zone: No
516 BARKLEY RD Hattiesburg, MS 39401	6738	\$ 110,000.00	0	NA	Unshaded X

Owner Information	Address	Phone	Cell
COMMUNITY CONNECTIONS INC		(601)261-0820	

Contractor(s)	Phone	Cell	Contractor type
Simmons Electric, Heating, & Air	(601)270-3934	(601)270-3934	Sample
Simmons Electric, Heating, & Air	(601)270-3934	(601)270-3934	Sample
CHRISTOPHER PLUMBING	(601)297-3405	(601)297-3405	Sample

Inspection Requests:

For Inspections call: **1(601)554-1004**

Fees Due	Amount
Misc. Permit Fee	\$50.00
New Building Permit Fee	\$500.00
TOTAL	\$550.00

Total	Amt Paid	Amt Due
\$ 550.00	\$550.00	
Payment Type: Check #		2998
		\$0.00

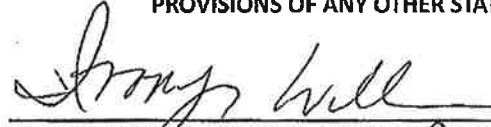
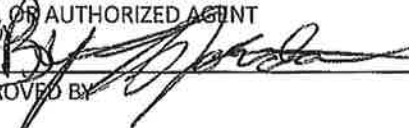
Available Inspections:	IVR
Inspection Type	

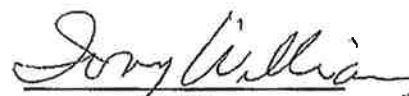
Proposed Construction / Details
NEW SFR.

Issued By: **Tonya Jordan**

NOTICE: THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED, OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLETED WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.


SIGNATURE OF CONTRACTOR, OWNER, OR AUTHORIZED AGENT

APPROVED BY


DATE
7-28-16
DATE

*****This copy Building Department*****

COMMUNITY CONNECTIONS INC 06/09
PO BOX 19812
HATTIESBURG, MS 39404

REGIONS BANK
85-543653

3002

8/3/2016

PAY TO THE ORDER OF May's Trucking Service

\$ 800.00

Eight Hundred and 00/100

DOLLARS

May's Trucking Service
1820 Lott Street
Hattiesburg, Ms 39401

MEMO

Donna A. Ali
AUTHORIZED SIGNATURE

⑈003002⑈ ⑆065305436⑆ 0080576834⑈

Details on Back
Security Features Included

*May's Trucking Ser.
Deposit only*

974476

MAY'S TRUCKING SERVICE
1820 LOTT STREET
HATTIESBURG, MS 39401
268-6030 544-3604

F

51

NAME <i>Community Connection</i>		SHIP TO	
ADDRESS <i>Margaret St.</i>		ADDRESS	
CITY, STATE, ZIP <i>Hattiesburg, MS 39401</i>		CITY, STATE, ZIP	
ORDER NUMBER	DEPARTMENT	SALESPERSON	WHEN SHIP
TERMS		HOW SHIP	DATE <i>7/27/16</i>

POSTED
8/4/16
CP

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	PAD FOR House on 5 BARKLEY Rd.		\$3500.00
	Leveling PAID		
	CLEARING BACK PART OF LOTT TO FENCE.		
	TOTAL		\$3500.00
		✓ - 800.00	
		2700.00	
		- 100.00	
		2600.00	
	RILLIE MYERS		

BUYER

Medanis
8100

KEEP THIS SLIP FOR REFERENCE

01-11

COMMUNITY CONNECTIONS INC

3002

8/3/2016

800.00

May's Trucking Service
7610 • Construction Expenses:7623 • Lot Pr Partial Invoice #974476

#2

POSTED
POSTED
8/4/16
CR

REGIONS-General Chec

800.00

LMP12

M/P CHECK

51N311 (7/09) 562405

COMMUNITY CONNECTIONS INC 0000
PO BOX 18612
HATTIESBURG, MS 39404

REGIONAL BANK
05-543653

3003

8/9/2016

PAY TO THE ORDER OF Southern On-Site, LLC

\$ 85.00

Eighty-Five and 00/100

DOLLARS

Southern On-Site, LLC
PO Box 18798
Hattiesburg, MS 39404

Doreen A. Ali

AUT. VOIDED SIGNATURE

MEMO

⑈003003⑈ ⑆065305436⑆ 0080575834⑈

Details on Back
Security Features Included

>065300279<
Trustmark Hattie
2016-08-16
0328604604

PAY TO THE ORDER OF
Trustmark National Bank
065300279
FOR DEPOSIT ONLY
SOUTHERN ON-SITE, LLC
480044646

0328604604

Invoice

Southern On-Site, LLC
P.O. Box 18798
Hattiesburg, MS 39404

POSTED
7/22/16

Date	Invoice #
7/22/2016	52994

Bill To
Community Connections Inc. Ivory Williamson 215 Mobile St. Hattiesburg, MS 39401

Ship To
516 Barkley Rd Hattiesburg, MS 39401

P.O. No./Job	Terms	Due Date
Barkley Rd	Net 15	8/6/2016

Description	Quantity	Rate	Amount
portable toilet rental with weekly service 7/19 - 8/15/16	1	80.00	80.00
Subtotal			\$80.00
Sales Tax (7.0%)			\$5.60
Total			\$85.60
Payments/Credits			\$0.00
Balance Due			\$85.60

WE APPRECIATE YOUR BUSINESS!

Phone #
(769) 223-6251

E-mail
southernonsite@ymail.com

BALANCES 30 DAYS OR OVER ARE SUBJECT TO A FINANCE CHARGE OF 1.50% PER MONTH, WHICH IS 18.00% ANNUAL PERCENTAGE RATE.

COMMUNITY CONNECTIONS INC 06/09
PO BOX 18612
HATTESBURG, MS 39404

REGIONS BANK
65-543653

3004

8/9/2016

PAY TO THE ORDER OF Ivory L. Williams

\$ 30.73

Thirty and 73/100

DOLLARS

Ivory L. Williams
624 South 7th Ave
Laurel, Ms 39440

MEMO

Donna A. Ali

⑈003004⑈ ⑆065305436⑆ 0080576834⑈

⑈0000003073⑈

20160810218011923107 07 1641

Regions Bank >062000019<

20160810218011923107 07 1641
Regions Bank >062000019<

08/09/16
FOR RETURN ITEMS
⑆0501⑆ ⑆061⑆ ⑆061⑆ ⑆061⑆
⑆0501⑆ ⑆061⑆ ⑆061⑆ ⑆061⑆

FOR DEPOSIT ONLY
TRF 63 TRF 1541
ID# 055305436
CHK # 003004
APPROVAL # P1302433
FARMER'S LIQUOR CHECK
LICENSED OFFICE CASHIER

Ivory Williams

COMMUNITY CONNECTIONS INC 0000
PO BOX 18812
HATTIESBURG, MS 39404

REGIONS BANK
IS-604853

3007

8/18/2016

PAY TO THE ORDER OF May's Trucking Service

\$ **2,600.00

Two Thousand Six Hundred and 00/100

DOLLARS

May's Trucking Service
1820 Lot Street
Hattiesburg, Ms. 39401

MEMO

Donna A. Ali
AUTHOR & SIGNATURE

⑈003007⑈ ⑆065305436⑆ 0080576834⑈

20160819124310777090 05 1721

Regions Bank >062000019<

20160819124310777090 05 1721
Regions Bank >062000019<

*May's Trucking Service
Deposit Only*

974476

MAY'S TRUCKING SERVICE
1820 LOTT STREET
HATTIESBURG, MS 39401
268-6030 544-3604

POSTED
8/4/16
CP

NAME Community Connection		SHIP TO	
ADDRESS Margaret St.		ADDRESS	
CITY, STATE, ZIP Hattiesburg, MS 39401		CITY, STATE, ZIP	
ORDER NUMBER	DEPARTMENT	SALESPERSON	WHEN SHIP
TERMS		HOW SHIP	DATE 7/27/16

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	PAD FOR House on 5 BARKLEY Rd.	\$3500.00	
	Leveling PAID		
	CLEARING BACK PART OF LOTT FENCE.		
	TOTAL	\$3500.00	
		- 800.00	
		2700.00	
		- 100.00	
		✓ 2600.00	
	Rillie Myers		

BUYER

Standard
8100

KEEP THIS SLIP FOR REFERENCE

01-11

16-08-940

COMMUNITY CONNECTIONS INC 06/09
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
86-543655

3008

8/26/2016

PAY TO THE ORDER OF Richard & Thomas PLLC

\$ **278.00

Two Hundred Seventy-Eight and 00/100

DOLLARS

Richard & Thomas PLLC
132 Westover Drive
Hattiesburg, MS 39402

MEMO

Donna A. Adams
AUTHORIZED SIGNATURE

⑈003008⑈ ⑆065305436⑆ 0080576834⑈

For Deposit Only
Richard and Thomas PLLC
FOR DEPOSIT ONLY TO
RICHARD & THOMAS PLLC

From: Ivory Williams <jimm191@yahoo.com>

To: Donna Ali <aliinmiss@aol.com>

Subject: Fw: Name on check

Date: Thu, Aug 25, 2016 5:56 pm

Hi:

Travis called and he will process the draw request for \$25,438.78. •

We will need to bring two checks: (1) Richard & Thomas, PLLC for \$278.00 ✓
and (2) Wise, Carter, Child & Caraway for \$350.00. This covers a total cost of \$628.00.

We should be at his office at 10 am. Ms. Stubbs will handle the transactions, you will need to sign the Hold Harmless Agreement; the document for the drawdown; and the warrant deed of trust

Ivory L. Williams, Counselor
Community Connections, Inc.
215 Mobile Street
Hattiesburg, MS 39404
601-261-0820
jimm191@yahoo.com

CHECKS
① Richard + Thomas - 278⁰⁰
② Wise, Carter + Caraway - 350⁰⁰

— Forwarded Message —

From: Travis Cox <travis.cox@bxs.com>

To: Ivory Williams <jimm191@yahoo.com>

Sent: Thursday, August 25, 2016 5:22 PM

Subject: Name on check

WISECARTER
WISE CARTER CHILD & CARAWAY, P.A.
ATTORNEYS AT LAW

Travis Cox | Loan Officer | Pine Belt Division | BancorpSouth
P.O. Box 1231 | 713 Broadway Dr. | Hattiesburg, MS 39403
Office (601)545-6800 | Fax (601)545-6808 | e-mail travis.cox@bxs.com



COMMUNITY CONNECTIONS INC 08/08
PO BOX 10812
HATTIESBURG, MS 39404

REGIONS BANK
85-543853

3013

8/26/2016

PAY TO THE ORDER OF Economy Supply

\$ 488.87

Four Hundred Eighty-Eight and 87/100

DOLLARS

Economy Supply
PO Box 1128
Hattiesburg, Ms 39403-1128

MEMO

Ac# COMM1205

Donna A. Ali
AUTHORIZED SIGNATURE

⑈003013⑈ ⑈065305436⑈ 0080576834⑈

>065300279<
Trustmark Hattie
2016-08-29
0346372126

⑈0346372126

FOR DEPOSIT ONLY
THE ECONOMY SUPPLY CO
4800132101

THE ECONOMY SUPPLY CO., INC.
P.O. BOX 1128
HATTIESBURG, MS 39403-1128

Page 1 of 1

Phone #: (601) 582-1941
Fax #: (601) 544-6960

*
* STATEMENT of ACCOUNT *
*

COMMUNITY CONNECT (L)
ATTN: DONNA ALI
215 MOBILE ST
HATTIESBURG, MS 39404-8612

Statement Date: 08/22/16

Account number: COMM1205

PAST DUE

Date	Invoice	Description	Charges	Credits	Amount Due	Balance
07/13	254627	516 BARKLEY RD POUN	264.70		264.70	264.70 ✓
08/04	256031		179.76		179.76	444.46 ✓
08/10	256349		4.28		4.28	448.74 ✓
08/17	256961		40.13		40.13	488.87 ✓

POSTED
8/25/16

①

PLEASE REMIT PAST DUE BALANCE ASAP TO AVOID FINANCE CHARGES!

Current	1 to 30	31 to 60	61 to 90	Over 90	Total
224.17	264.70	0.00	0.00	0.00	488.87

COMMUNITY CONNECTIONS INC 0000
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
85-548863

3014

8/28/2018

PAY TO THE ORDER OF Residential Designs, Inc.

\$ 395.00

Three Hundred Ninety-Five and 00/100

DOLLARS

Residential Designs, Inc.
8859 Hwy 88 West
Hattiesburg, MS 39402

MEMO

Don A. Ali
AUTHORIZED SIGNATURE

⑈003014⑈ ⑆065305436⑆ 0080576814⑈

20160902124611134705 04 1319

Regions Bank >062000019<

20160902124611134705 04 1319
Regions Bank >062000019<

Handwritten:
20160902124611134705 04 1319
Regions Bank >062000019<

July 6, 2016

Residential Designs, Inc.

6659 US Hwy. 98 West
Hattiesburg, MS 39402

Invoice

POSTED
8/4/16
CR

Customized plans for 516 Barkley

Reversal fee	\$60.00
New site plan	\$75.00
5 sets of large copies , letter size copies included	\$60.00
Modifications to existing plan- labor	\$200.00
Balance due	<u>\$395.00</u>

Thanks and God bless!

Stephen Mathis, CPBD
Residential Designs, Inc.

COMMUNITY CONNECTIONS INC 0694
PO BOX 18512
HATTIEBURG, MS 39404

PRIORITY BANK
95-543758

3016

8/26/2016

PAY TO THE
ORDER OF MCS Building Supply

\$ 1,481.70

One Thousand Four Hundred Eighty-One and 70/100

DOLLARS

MCS Building Supply
1438 Hwy 42
Sumrall, MS 39482

MEMO

Donna A. Ali
AUTHORISED SIGNATURE

⑈003016⑈ ⑆065305436⑆ 0080576834⑈

FOR DEPOSIT ONLY

08502305
PriorityOne Bank

Magnolia Construction Supply Inc
283367

MCS Building Supply
1438 HWY 42
Sumrall, MS 39482
(601) 758-0800

POSTED
8/4/16
LR

STATEMENT

011261 Community Connections
215 Mobile St
Hattiesburg, MS 39401

Date: 07/31/2016
Page: 1 of 4

Acct rep: RS

BEGINNING BALANCE	NEW CHARGES	CREDITS	ADJUSTMENTS	SERVICE CHARGE	ACCOUNT BALANCE
\$ 0.00	\$ 1,481.70	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,481.70
SUBACCOUNT	DESCRIPTION			ACTIVITY	BALANCE
00002	516 Barkley Rd			\$ 1,481.70	\$ 1,481.70

HS

ACCOUNT AGING

FUTURE DUE	CURRENT DUE	PAST DUE 1-30	PAST DUE 31-60	PAST DUE 61-90	PAST DUE AFTER 90	BALANCE DUE
\$ 0.00	\$ 1,481.70	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,481.70

COMMUNITY CONNECTIONS INC 08/09
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
86-643/553

3037

9/27/2016

TELLER #8

SEP 27 2016

PAY TO THE ORDER OF Anderson Homeworks LLC

\$ 130.00

One Hundred Thirty and 00/100

BELLEVUE

DOLLARS

LARRY ANDERSON
467 Stringer Bullock Rd
Foxworth, MS 39483

MEMO

Donna A. Ali

AUTHORIZED SIGNATURE

003037 065305438 0080578834*

>065304385< 20160927
CITIZENS BANK
81 22

<065304385> 81 22 09/27/16

Donna A. Ali

ANDERSON HOMEWORKS
467 STRINGER BULLOCK RD
FOXWORTH, MS 39483
601-467-9566
OWNER - LARRY F. ANDERSON

INVOICE

TO:

Community Connections

ADDRESS:

Install three doorknobs with deadbolt locks.

Total cost of labor: \$120.00

+ 10.00

130.00

HAD TO
DRILL
HOLE

DN

CONTRACTOR

Larry F. Anderson

#9

COMMUNITY CONNECTIONS INC 08/08
PO BOX 10612
HATTIESBURG, MS 39404

REGIONS BANK
85-543665

3058

10/20/2016

PAY TO THE ORDER OF Alton Christopher

\$ 1,367.00

One Thousand Three Hundred Sixty-Seven and 00/100

DOLLARS

Christopher Plumbing
8 Brantley Drive
Hattiesburg, MS 39402

MEMO

Donna A. Alton

⑈003056⑈ ⑆065305436⑆ 0080576834⑈

20161021124112107114 03 0935

Regions Bank >062000019<

20161021124112107114 03 0935
Re: as Bank >062000019

Christopher Plumbing
666-728888
Alton Christopher
587-34-982-1
670034411

585294

00 SERVICE CHARGE
ON RETURNED CHECKS

☐ ESTIMATE (VALID FOR 30 DAYS)

DATE	9/30/16	☐ SERVICE ☐ INSTALL	☐ WILL CALL ☐ DELIVER	PHONE
NAME	Community Connection			MAKE
ADDRESS	516 Bayley Rd			MODEL
	Hattiesburg, MS 39402			SERIAL
ITEM TO BE SERVICED	NATURE OF SERVICE REQUEST			

QTY.	PART #	DESCRIPTION OF PARTS OR MATERIALS	PRICE	AMOUNT
2 1/2 hr on job				
LABOR PERFORMED			TOTAL MATERIALS	
CHRISTOPHER PLUMBING SERVICE 3 BRANTLEY DR. HATTIESBURG, MS 39402 PHONE: 601-264-9495			TAX	
			TOTAL LABOR	
			TOTAL AMOUNT	1367.00

DATE WANTED	DEPOSIT	RECEIVED BY
ESTIMATES ARE FOR LABOR ONLY, MATERIAL ADDITIONAL. WE WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE CAUSED BY FIRE, THEFT, TESTING, OR ANY OTHER CAUSES BEYOND OUR CONTROL.		
AUTHORIZED BY:		Repair Order ORIGINAL

edams 5084

09-11

TERMS - NET CASH
NO GOODS HOLD OVER 30 DAYS

#4

COMMUNITY CONNECTIONS INC 06/09
PO BOX 18812
HATTIESBURG, MS 39401

REGIONS BANK
65-043653

3057

10/20/2016

PAY TO THE ORDER OF Arthur Ashford

Three Thousand Six Hundred and 00/100

\$ 3,600.00

DOLLARS

Arthur Ashford
15 Woods Ave.
Hattiesburg, MS 39401

MEMO

Donna A. At
KUMON INSTRUCTOR

⑈003057⑈ ⑆065305436⑆ 0080576634⑈

20161021000085048017 501

084201278

BANCORPSOUTH

20161021000085048017 501 TUPELO MS 38801
084201278
BANCORPSOUTH
TUPELO, MS 38801

Arthur Ashford

FROM:

Arthur Ashford
15 Woods Avenue
Hattiesburg, MS 39401
Invoice # 0109302016

Pine Belt Electrical Heating and Air, LLC
605 North Street
Hattiesburg, MS 39401

TO:

Donna Ali
Community Connection, Inc.
215 Mobile Street
Hattiesburg, Ms 39404

Total Amount Due: \$10,000.00
Total Amount Paid: \$3,600.00
Total Balance Due: \$6,400.00

Item Description	Quantity	Price Per	Total
Electrical Rough-In Materials/Labor 516 Barkley Hattiesburg, Ms 39401			\$3,600.00
I agree to a conditional/partial waiver on process payment of my right to a lien on the property located at 516 Barkley Road, Hattiesburg. This conditional waiver specifies that I have indeed been paid to date and the waiver is an effective proof against any lien claim on the property.			
		Subtotal	\$3,600.00
		Tax - 0%	-0-
		TOTAL	\$3,600.00


Signature


Date

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601
261-0820

COMMUNITY CONNECTIONS INC 06/08
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
86-543803

3058

10/20/2016

PAY TO THE ORDER OF Lowe's Home Building Supply

\$ -1,892.47

One Thousand Eight Hundred Ninety-Two and 47/100

DOLLARS

Lowe's Home Building Supply
Hattiesburg, MS 39402

MEMO

Dean A. Ak
AL THORNDY SIGNATURE

⑈003058⑈ ⑆065305435⑆ 0080576834⑈

Customer Service 1-800-888-8888

FOR DEPOSIT ONLY 10/21/16
LOWE'S HOME CENTERS, LLC 80537
12100295 49422885 \$1892.47
ID 01/01/19164
9180550246 ACCTING03/18/14
TRIMCO24 11/18/06 CLARIL 80
CH000078 09111

FOR RETURNED ON/DIS
> 053101121 <
Account 118000299201 STORE# 0537
B&T OVERLITE, INC
STORE# 0537 ACCOUNT 053101121
FOR RETURNED CHECKS
> 053101121 <



LOWE'S HOME CENTERS, LLC
6004 US HIGHWAY 98
HATTIESBURG, MS 39402 (601) 261-3008

-- SALE --

SALES#: 5053/111 859128 TRANS#: 38059019 10-21-16

13002 367.02

JM R13F 106.56-SQ FT 15-I

9 @ 40.78

[DELIVERY]

573325 BTH173531 3.48

BOSTITCH 3/8 HD STAPLES 1

[DELIVERY]

308823 BT110 14.98

BOSTITCH HD STAPLE GUN(-1

[DELIVERY]

674985 Q05521 9.98

GB 9.65-IN INSIDE CORN TL

[DELIVERY]

110408 S25BFDW114 39.96

25-LB 1-1/4-IN FNE DRYWLL

[DELIVERY]

112273 N30BPCDW138 39.98

GR 30-LB 1-3/8-IN CTD DRY

[DELIVERY]

97674 GB00091200 1,038.15

1/2IN X 4FT X12FT GLD BND

10.25 DISCOUNT EACH -2.56

135 @ 7.69

[DELIVERY]

121507 GB81000800 130.65

1/2-4-8 XP-WALLBOARD

15 @ 8.71

[DELIVERY]

11822 036008-9144 12.96

1-1/4 IN X 8-FT GALV CORN

8 @ 1.62

[DELIVERY]

11752 382199010 13.92

BDX 2-1/16-IN X 500-FT JO

4 @ 3.48

[DELIVERY]

11768 JT0070 97.58

GB PROFORM ALI PURP. 61.7

7 @ 13.94

[DELIVERY]

INVOICE 90626 SUBTOTAL: 1,768.66

SUBTOTAL: 1,768.66

TAX: 123.81

BALANCE DUE: 1,892.47

CHECK: 1,892.47

TOTAL DISCOUNT: 345.60

STORE: 0537 TERMINAL: 24 10/21/16 09:11:09

OF ITEMS PURCHASED: 183

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



PROJECT ESTIMATE

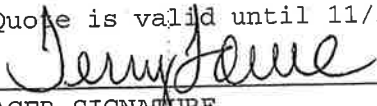
CONTACT: PARKER, CARLOS
CUST #: 172046656SALESPERSON: LOWE, TERRY
SALES #: 859128

PROJECT NUMBER: 486131102

DATE ESTIMATED: 10/18/16

QTY	ITEM #	ITEM DESCRIPTION	VEND PART #	PRICE
9	13002	JM R13F 106.56-SQ FT 15-INX93-		367.02
1	573325	BOSTITCH 3/8 HD STAPLES 1250 P	BTHT73531	3.48
1	308823	BOSTITCH HD STAPLE GUN(-133348	BT110	14.98
1	674985	GB 9.65-IN INSIDE CRNR TL(-422	G05521	9.98
1	110408	25-LB 1-1/4-IN FNE DRYWLL SCRW	S25BFDW114	39.96
1	112273	GR 30-LB 1-3/8-IN CTD DRYWLL N	N30BPCDW138	39.98
135	97674	1/2IN X 4FT X12FT GLD BND HL G	GB00091200	1038.15
15	121507	1/2-4-8 XP-WALLBOARD	GB81000800	130.65
8	11822	1-1/4 IN X 8-FT GALV CORNER BE	036008-9144	12.96
4	11752	BDX 2-1/16-IN X 500-FT JOINT T	382199010	13.92
7	11768	GB PROFORM ALL PURP. 61.7 LB P	JT0070	97.58
TOTAL FOR ITEMS				1768.66
FREIGHT CHARGES				0.00
DELIVERY CHARGES				0.00
TAX AMOUNT				123.81
TOTAL ESTIMATE				1892.47

This Quote is valid until 11/17/16.


MANAGER SIGNATURE10/18/16
DATE+30
Del. fee

THIS ESTIMATE IS NOT VALID WITHOUT MANAGER'S SIGNATURE.
THIS IS AN ESTIMATE ONLY. DELIVERY OF ALL MATERIALS CONTAINED IN THIS
ESTIMATE ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER OR SUPPLIER.
QUANTITY, EXTENSION, OR ADDITION ERRORS SUBJECT TO CORRECTION. CREDIT
TERMS SUBJECT TO APPROVAL BY LOWES CREDIT DEPARTMENT.

LOWES IS A SUPPLIER OF MATERIALS ONLY. LOWES DOES NOT ENGAGE IN THE PRACTICE
OF ENGINEERING, ARCHITECTURE, OR GENERAL CONTRACTING. LOWES DOES NOT ASSUME
ANY RESPONSIBILITY FOR DESIGN, ENGINEERING, OR CONSTRUCTION; FOR THE
SELECTION OR CHOICE OF MATERIALS FOR A GENERAL OR SPECIFIC USE; FOR
QUANTITIES OR SIZING OF MATERIALS; FOR THE USE OR INSTALLATION OF MATERIALS;
OR FOR COMPLIANCE WITH ANY BUILDING CODE OR STANDARD OF WORKMANSHIP.

HS



City of Hattiesburg, MS

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

FILE NUMBER: 2016-50

MEETING DATE: 11/07/2016

MINUTE BOOK NUMBER:

Brief Title: Approve the claims docket for the period ending Oc

<u>Title:</u> Approve the claims docket for the period ending October 31, 2016.
--

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: Docket 16.10-31

File Created: 11/04/2016

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date

- 10/27/16

PERIOD ENDING OCTOBER 31, 2016

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A A A AMBULANCE SERVICE	16-46634	BAR	00165267	16000548 SERV BARNETT 8/21/16 PRISONER	10/31/16	253862	303.09-
00001 A A A AMBULANCE SERVICE	16-45914	FOR	00165267	16000549 SERV FORET 8/18/16 PRISONER	10/31/16	253862	303.09-
00001 A A A AMBULANCE SERVICE	16-45957	BRI	00165267	16000550 SERV BRISCO 8/18/16 PRISONER	10/31/16	253862	303.09-

A A A AMBULANCE SERVICE							
Sum							909.27-
00001 AAMCO TRANS/AUTOMOTIVE S	133800		00164964	16000368 REPRS U#17018 STREET	10/31/16	253863	1,200.00-
00001 AAMCO TRANS/AUTOMOTIVE S	133878		00165364	16000678 REPRS U#14498 STREET	10/31/16	253863	478.00-

AAMCO TRANS/AUTOMOTIVE S							
Sum							1,678.00-
00001 AARON OIL COMPANY INC	278269-S		00165113	16000392 WASTE OIL REMOVAL	10/31/16	253864	37.50-

AARON OIL COMPANY INC							
Sum							37.50-
00001 ACUITY GROUP OF MISSISSI	11272		00165316	16000575 MONTHLY CONTRACT 10/16	10/31/16	253865	1,084.50-

ACUITY GROUP OF MISSISSI							
Sum							1,084.50-
00001 ADAPCO INC	108818		00165020	16000560 CHEMICALS PUBLIC WORKS	10/31/16	253866	1,942.00-
00001 ADAPCO INC	108818 FRT		00165230	16000561 FREIGHT CHG PO#165020	10/31/16	253866	75.20-

ADAPCO INC							
Sum							2,017.20-
00001 ADVANCE AUTO PARTS	560462884420		00165073	16000403 REPR PTS U#17503 ENGR	10/31/16	253867	30.94-

ADVANCE AUTO PARTS							
Sum							30.94-
00001 AFFORDABLE EMERGENCY LIG	916		00164324	16000359 INSTALL EQUIP 10 NEW UNITS	10/31/16	253868	14,875.00-
00001 AFFORDABLE EMERGENCY LIG	919		00165114	16000440 REPRS U#17895 POLICE	10/31/16	253868	85.00-
00001 AFFORDABLE EMERGENCY LIG	920		00165114	16000441 REPRS U#20119 POLICE	10/31/16	253868	85.00-
00001 AFFORDABLE EMERGENCY LIG	918		00165114	16000442 REPRS U#17574 POLICE	10/31/16	253868	197.95-
00001 AFFORDABLE EMERGENCY LIG	923		00165063	16000580 REPRS U#20111 POLICE	10/31/16	253868	85.00-

AFFORDABLE EMERGENCY LIG							
Sum							15,327.95-
00001 AIRGAS USA LLC (NORDAN S	9935098496 A		00165233	16000486 INVOICE BALANCE REMAINING	10/31/16	253870	143.08-
00001 AIRGAS USA LLC (NORDAN S	9936537167 O		00165233	16000487 INVOICE OVERPAYMENT	10/31/16	253870	40.30
00001 AIRGAS USA LLC (NORDAN S	9938714348		00165233	16000488 INVOICE BALANCE REMAINING	10/31/16	253870	74.05-
00001 AIRGAS USA LLC (NORDAN S	9937269111 A		00165233	16000489 INVOICE BALANCE REMAINING	10/31/16	253870	109.31-
00001 AIRGAS USA LLC (NORDAN S	9937978821		00165233	16000490 INVOICE BALANCE REMAINING	10/31/16	253870	387.95-
00001 AIRGAS USA LLC (NORDAN S	9054781521		00165233	16000491 PUBLIC WORKS WELDING SUPP	10/31/16	253870	432.16-
00001 AIRGAS USA LLC (NORDAN S	9056482393		00164915	16000556 WELD SUPP SHOP	10/31/16	253870	227.96-

AIRGAS USA LLC (NORDAN S							

[illegible]

00001 BIG IRON DIESEL REPAIR L RO1204	00164764 16000375 REPR PTS U#11839 CONSTR	10/31/16	253883	868.32-
00001 BIG IRON DIESEL REPAIR L RO1244	00165166 16000461 REPRS U#16007 STREET	10/31/16	253883	1,568.71-
00001 BIG IRON DIESEL REPAIR L RO1248	00165135 16000503 REPRS U#14402 SANIT	10/31/16	253883	587.54-

BIG IRON DIESEL REPAIR L				
Sum				3,024.57-
00001 BOAM	REG MITCHELL 00165032 16000366 REG MITCHELL CONF OXFORD,MS	10/31/16	253885	100.00-

BOAM				
Sum				100.00-
00001 BODY TECH INC	4750 PO#1651 00165130 16000623 REPRS U#17017 STREET	10/31/16	253886	1,670.48-

BODY TECH INC				
Sum				1,670.48-
00001 BRACKMAN MOWER WAREHOUSE 20937	00164945 16000399 REPR PTS U#19280 & 19294 ST	10/31/16	253890	141.40-
00001 BRACKMAN MOWER WAREHOUSE 20944	00164953 16000400 REPR PTS U#19294 STREET	10/31/16	253890	49.95-
00001 BRACKMAN MOWER WAREHOUSE 21361	00164943 16000677 MIX OIL	10/31/16	253890	162.00-

BRACKMAN MOWER WAREHOUSE				
Sum				353.35-
00001 BRIDGE & WATSON INC	VOTING RIGHT 00165277 16000522 SRV VOTING RIGHTS LIT	10/31/16	253891	7,320.79-
00001 BRIDGE & WATSON INC	SERV 8/16 VO 00165277 16000523 SRV VOTING RIGHTS LIT	10/31/16	253891	5,593.95-

BRIDGE & WATSON INC				
Sum				12,914.74-
00001 BULK FUELS, LLC	2610 00165274 16000627 CRANK CASE MOTOR OIL SHOP	10/31/16	253894	133.00-

BULK FUELS, LLC				
Sum				133.00-
00001 C D W GOVERNMENT	FCM5487 00163050 16000436 MOTION MOBILE DOCK 10 UNITS	10/31/16	253896	3,186.32-
00001 C D W GOVERNMENT	FHX4575 00163050 16000467 MOTION MOBILE DOCK	10/31/16	253896	319.16-
00001 C D W GOVERNMENT	FKM7424 00163050 16000468 CREDIT	10/31/16	253896	1,569.75-

C D W GOVERNMENT				
Sum				1,935.73-
00001 C SPIRE WIRELESS (CELLUL 9/23-10/22/1	00201765 16000665 CELL SERV 10/16 GENERAL	10/31/16	253897	8,170.26-

C SPIRE WIRELESS (CELLUL				
Sum				8,170.26-
00001 CALHOUN FENCE INC	2021741 00165164 16000682 KEYPAD AIRPORT GATE #1	10/31/16	253899	825.00-

CALHOUN FENCE INC				
Sum				825.00-
00001 CAMPER CITY OF HATTIESBU	35634 00165192 16000506 TRAILER TIRES FOR CEM STOCK	10/31/16	253900	139.00-

CAMPER CITY OF HATTIESBU				
Sum				139.00-
00001 CANON FINANCIAL SERVICES 16604249	00165153 16000417 COPIER 10/16 PURCHASING	10/31/16	253901	115.00-

CANON FINANCIAL SERVICES				
Sum				115.00-

00001	CANON SOLUTIONS AMERICA	4020361098	00165162	16000416	COPIER 10/16 PURCHASING	10/31/16	253902	40.47-

CANON SOLUTIONS AMERICA								
Sum								40.47-
00001	CARQUEST AUTO PARTS STOR	14758-77907	00164875	16000372	REPR PTS U#14406 SANIT	10/31/16	253904	93.95-
00001	CARQUEST AUTO PARTS STOR	14758-77899	00164875	16000373	REPR PTS SHOP STOCK	10/31/16	253904	105.00-
00001	CARQUEST AUTO PARTS STOR	14758-78058	00164988	16000430	REPR PTS U#14715 HEALTH	10/31/16	253904	228.21-
00001	CARQUEST AUTO PARTS STOR	14758-77896	00164886	16000431	REPR PTS CEM SHOP STOCK	10/31/16	253904	178.26-
00001	CARQUEST AUTO PARTS STOR	14758-78368	00165151	16000464	REPR PTS CEMETERY STOCK	10/31/16	253904	44.18-
00001	CARQUEST AUTO PARTS STOR	14758-78473	00165202	16000553	CLEAN SUPP TRAFFIC TRUCKS	10/31/16	253904	140.50-
00001	CARQUEST AUTO PARTS STOR	14758-78601	00165292	16000624	REPR PTS U#17017 STREET	10/31/16	253904	255.66-
00001	CARQUEST AUTO PARTS STOR	14758-78611	00165292	16000633	CREDIT	10/31/16	253904	82.32
00001	CARQUEST AUTO PARTS STOR	14758-77253	00164720	16000656	REPR PTS U#9629 STREET	10/31/16	253904	86.58-
00001	CARQUEST AUTO PARTS STOR	14758-77254	00164720	16000657	REPR PTS U#13048 STREET	10/31/16	253904	116.94-
00001	CARQUEST AUTO PARTS STOR	14758-78615	00165036	16000658	PARTS CLEANER SHOP	10/31/16	253904	144.00-
00001	CARQUEST AUTO PARTS STOR	14758-78616	00165036	16000659	PARTS CLEANER SHOP	10/31/16	253904	144.00-
00001	CARQUEST AUTO PARTS STOR	14758-78618	00165036	16000660	ENGINE STAND SHOP	10/31/16	253904	64.80-
00001	CARQUEST AUTO PARTS STOR	14758-78619	00165036	16000661	REPR PTS U#14497 SHOP	10/31/16	253904	137.87-
00001	CARQUEST AUTO PARTS STOR	14758-78621	00165036	16000662	REPR PTS U#14715 SHOP	10/31/16	253904	130.62-
00001	CARQUEST AUTO PARTS STOR	14758-78682	00165270	16000664	BATTERY U#43 SHOP SUPP CEM	10/31/16	253904	188.40-

CARQUEST AUTO PARTS STOR								
Sum								1,976.65-
00001	CERTIFIED LABORATORIES	2430831	00163821	16000419	OIL FOR POLICE SHOP	10/31/16	253909	2,414.50-
00001	CERTIFIED LABORATORIES	2428248	00163602	16000426	FUEL ADDITIVES PUBLIC WORKS	10/31/16	253909	4,667.25-

CERTIFIED LABORATORIES								
Sum								7,081.75-
00001	CHAIN ELECTRIC COMPANY	600347	00165343	16000628	ANNUAL GENERATOR MAINTENANCE	10/31/16	253911	50,000.00-

CHAIN ELECTRIC COMPANY								
Sum								50,000.00-
00001	CHUNKY RIVER HARLEY DAVI	278909	00165065	16000438	REPR PTS U#20111 POLICE	10/31/16	253912	48.38-

CHUNKY RIVER HARLEY DAVI								
Sum								48.38-
00001	CITY OF HATTIESBURG FUND	TRF 2ND 10/1	00201752	16000569	TRF 2ND 10/16 PAYROLL	10/25/16	111287	1,113,295.92-

CITY OF HATTIESBURG FUND								
Sum								1,113,295.92-
00001	CLARION LEDGER (SUBSCRIP	CL6108589 9/	00165028	16000353	SUBSCRIPT 10/16-9/17 M/ADM	10/31/16	253913	330.39-

CLARION LEDGER (SUBSCRIP								
Sum								330.39-
00001	CLEMTS HARDWARE	116240	00165117	16000427	LEAF RAKES SANIT DEPT	10/31/16	253914	51.96-

CLEMTS HARDWARE								
Sum								51.96-

00001 COMCAST CABLEVISION OF H 095777455960 00165279 16000520 CABLE SERV CITY HALL	10/31/16	253918	33.41-
00001 COMCAST CABLEVISION OF H 095776209390 00165282 16000529 CABLE EMP MED CLINIC	10/31/16	253918	148.35-

COMCAST CABLEVISION OF H			
Sum			181.76-
00001 COPELAND, CHARLES TRAVEL REIMB 00165424 16000671 EXPNS MACE CONF GULFPORT	10/31/16	253921	50.83-

COPELAND, CHARLES			
Sum			50.83-
00001 COURT PROGRAMS INC INV #25 00165047 16000352 ANKLE MONITORS 9/16	10/31/16	253922	6,965.00-

COURT PROGRAMS INC			
Sum			6,965.00-
00001 COURTESY MOTORS INC 453606 00164944 16000376 REPR PTS U#9606 SANIT	10/31/16	253923	89.96-
00001 COURTESY MOTORS INC 215002 00164856 16000424 REPR PTS U#18547 STREET	10/31/16	253923	760.40-

COURTESY MOTORS INC			
Sum			850.36-
00001 COVINGTON SALES & SERVIC 72743 00165128 16000495 REPR PTS U#18907 STREET	10/31/16	253925	167.90-

COVINGTON SALES & SERVIC			
Sum			167.90-
00001 CRAIN TRACTOR & EQUIPMEN CP35989 00165127 16000625 REPR PTS U#11356 STREET	10/31/16	253927	524.32-
00001 CRAIN TRACTOR & EQUIPMEN CP36222 00163579 16000683 CREDIT	10/31/16	253927	12.12

CRAIN TRACTOR & EQUIPMEN			
Sum			512.20-
00001 CUMMINS MID SOUTH LLC 003-79196 00164806 16000483 REPRS U#18098 FIRE DEPT	10/31/16	253929	3,548.62-
00001 CUMMINS MID SOUTH LLC 003-79332 00164984 16000581 REPR PTS U#18098 FIRE	10/31/16	253929	592.89-

CUMMINS MID SOUTH LLC			
Sum			4,141.51-
00001 CUSTOM PRODUCTS CORP 281195 00165046 16000447 SIGNS ROY ST BRIDGE CLOSURE	10/31/16	253930	486.24-

CUSTOM PRODUCTS CORP			
Sum			486.24-
00001 D P S CRIME LAB 90055243 00165088 16000394 ANALYTICAL FEES	10/31/16	253932	1,680.00-

D P S CRIME LAB			
Sum			1,680.00-
00001 DATALINE ASSOCIATES PCM32093 00164777 16000355 PRINTER SUPP INFO TECH	10/31/16	253934	1,511.28-
00001 DATALINE ASSOCIATES PCM32127 00165177 16000517 PRINTER SUPP INFO TECH	10/31/16	253934	890.10-

DATALINE ASSOCIATES			
Sum			2,401.38-
00001 DAVIS, PATRICIA K 10/16 00201746 16000412 PETTY CASH FOR NEW F/Y	10/19/16	111278	200.00-

DAVIS, PATRICIA K			
Sum			200.00-

00001 DELGADO, DEBORAH DENARD	TRAV ADVANCE	00165408	16000644	TRAV ADV COMM COLOR CNF TEXAS	10/31/16	253937	900.00-

DELGADO, DEBORAH DENARD							
Sum							900.00-
00001 DENSON OIL COMPANY INC	97717	00163966	16000473	GAS FOR FUEL STATION	10/31/16	253938	12,557.91-
00001 DENSON OIL COMPANY INC	99075	00165093	16000474	DIESEL FOR FUEL STATION	10/31/16	253938	7,212.80-

DENSON OIL COMPANY INC							
Sum							19,770.71-
00001 DUNCAN, BRIAN	TRAVEL REIMB	00165269	16000535	EXPNS LEADERSHIP CLASS JKSN	10/31/16	253944	35.80-

DUNCAN, BRIAN							
Sum							35.80-
00001 EATON, KERMA	10/16	00201746	16000413	PETTY CASH FOR NEW F/Y	10/19/16	111279	900.00-

EATON, KERMA							
Sum							900.00-
00001 ECONOMY SUPPLY CO	260108	00164979	16000398	STORAGE BLDG MATLS PUB WORKS	10/31/16	253945	929.45-
00001 ECONOMY SUPPLY CO	260717	00165265	16000558	LOCK/BASEBOARD CONSTR DEPT	10/31/16	253945	34.55-

ECONOMY SUPPLY CO							
Sum							964.00-
00001 EMERGENCY EQUIPMENT PROF	422735	00165035	16000396	REPR PTS U#18098 FIRE DEPT	10/31/16	253948	241.73-

EMERGENCY EQUIPMENT PROF							
Sum							241.73-
00001 FASTENAL COMPANY	MSHAT194187	00164855	16000351	TOWEL DISPENSER/SOAP COURT	10/31/16	253954	246.61-
00001 FASTENAL COMPANY	MSHAT193808	00164200	16000469	STOCK SUPP CONSTR DEPT	10/31/16	253954	58.33-
00001 FASTENAL COMPANY	MSHAT193391	00164200	16000470	CREDIT	10/31/16	253954	46.88
00001 FASTENAL COMPANY	MSHAT193414	00164200	16000471	CREDIT	10/31/16	253954	23.44
00001 FASTENAL COMPANY	MSHAT194159	00164818	16000502	SUPP FOR CITY EVENTS CONSTR	10/31/16	253954	470.32-
00001 FASTENAL COMPANY	MSHAT193276	00164183	16000586	ANCHORS CONSTR DEPT	10/31/16	253954	27.43-
00001 FASTENAL COMPANY	MSHAT193403	00164183	16000587	ANCHORS CONSTR DEPT	10/31/16	253954	4.05-

FASTENAL COMPANY							
Sum							736.42-
00001 FEDERAL EXPRESS	5-574-55492	00165155	16000425	SERV 9/30/16 ENGR DEPT	10/31/16	253957	12.32-
00001 FEDERAL EXPRESS	5-582-23422(	00165308	16000572	SERVS 10/7-14/16 ENGR DEPT	10/31/16	253957	45.05-
00001 FEDERAL EXPRESS	5-582-23422(	00165308	16000573	SERV 10/13/16 M/ADM	10/31/16	253957	14.84-

FEDERAL EXPRESS							
Sum							72.21-
00001 FLUIDS INC.	10381	00165003	16000494	MIST OIL STREET DEPT	10/31/16	253959	1,800.00-

FLUIDS INC.							
Sum							1,800.00-
00001 FORREST CTY SUPERVISORS	JAIL 8/16 EX	00165266	16000551	JAIL 8/16 EXPENSES	10/31/16	253960	51,320.00-
00001 FORREST CTY SUPERVISORS	JAIL 8/16 ME	00165266	16000552	JAIL 8/16 MEDICAL	10/31/16	253960	1,915.52-

FORREST CTY SUPERVISORS							
Sum							53,235.52-

00001 FREDERICK ENVIRONMENTAL, #008	00164577	16000492	ASBESTOS RMVL 2101 W 4TH ST	10/31/16	253961	2,566.25-

FREDERICK ENVIRONMENTAL,						
Sum						2,566.25-
00001 FUELMAN OF MS	BG127044	NP4	00165061 16000356 FUEL CHGS 9/19-25/16 POLICE	10/31/16	253963	17.61-
00001 FUELMAN OF MS	BG127044	NP4	00165193 16000445 FUEL CHGS U#18489 10/6/16	10/31/16	253963	32.95-
00001 FUELMAN OF MS	BG127044	NP4	00165221 16000499 FUEL CHG 10/3/16 ENGR DEPT	10/31/16	253963	30.56-

FUELMAN OF MS						
Sum						81.12-
00001 FV RECYCLING	2016-2897		00165066 16000562 RECYCLE FEES 10/16 SANIT	10/31/16	253964	91.25-
00001 FV RECYCLING	2016-2904		00165066 16000563 RECYCLE FEES 10/16 SANIT	10/31/16	253964	37.50-
00001 FV RECYCLING	2016-2983		00165273 16000564 RECYCLE FEES 10/16 SANIT	10/31/16	253964	122.25-
00001 FV RECYCLING	2016-3073		00165273 16000565 RECYCLE FEES 10/16 SANIT	10/31/16	253964	40.00-

FV RECYCLING						
Sum						291.00-
00001 G & K SERVICES	1035768115		00165126 16000387 UNIFORMS 10/3 MPO	10/31/16	253969	4.55-
00001 G & K SERVICES	1035770367		00165126 16000388 UNIFORMS 10/10 MPO	10/31/16	253969	4.55-
00001 G & K SERVICES	1035772572		00165126 16000389 UNIFORMS 10/17 MPO	10/31/16	253969	4.55-
00001 G & K SERVICES	1035772577		00165178 16000449 UNIFORMS 10/17 TRAFFIC/CONSTR	10/31/16	253969	100.76-
00001 G & K SERVICES	1035772576		00165178 16000450 UNIFORMS 10/17 TRAFFIC/CONSTR	10/31/16	253969	49.47-
00001 G & K SERVICES	1035772592		00165178 16000451 UNIFORMS 10/17 PUBLIC WORKS	10/31/16	253969	74.28-
00001 G & K SERVICES	1035772589		00165178 16000452 UNIFORMS 10/17 PUBLIC WORKS	10/31/16	253969	27.30-
00001 G & K SERVICES	1035772591		00165178 16000453 UNIFORMS 10/17 PUBLIC WORKS	10/31/16	253969	64.53-
00001 G & K SERVICES	1035772593		00165178 16000454 UNIFORMS 10/17 SHOP	10/31/16	253969	47.86-
00001 G & K SERVICES	1035772590		00165178 16000455 UNIFORMS 10/17 SANIT	10/31/16	253969	152.11-
00001 G & K SERVICES	1035772594		00165178 16000456 UNIFORMS 10/17 HEALTH	10/31/16	253969	64.01-
00001 G & K SERVICES	1035772578		00165179 16000457 MATS 10/17 TRAFFIC	10/31/16	253969	6.40-
00001 G & K SERVICES	1035772595		00165179 16000458 MOP/MAT 10/17 GO&FS	10/31/16	253969	24.80-
00001 G & K SERVICES	1035772596		00165179 16000459 MOP/MAT 10/17 SANIT	10/31/16	253969	16.65-
00001 G & K SERVICES	1035772597		00165179 16000460 MATS 10/17 AIRPORT	10/31/16	253969	4.70-
00001 G & K SERVICES	1035774787		00165352 16000618 UNIFORMS 10/24 MPO DEPT	10/31/16	253969	4.55-
00001 G & K SERVICES	1035774789		00165361 16000634 UNIFORMS 10/24 TRAFFIC	10/31/16	253969	23.76-
00001 G & K SERVICES	1035774788		00165361 16000635 UNIFORMS 10/24 CONSTR	10/31/16	253969	49.47-
00001 G & K SERVICES	1035774804		00165361 16000636 UNIFORMS 10/24 PUBLIC WORKS	10/31/16	253969	151.28-
00001 G & K SERVICES	1035774803		00165361 16000637 UNIFORMS 10/24 PUBLIC WORKS	10/31/16	253969	64.53-
00001 G & K SERVICES	1035774801		00165361 16000638 UNIFORMS 10/24 PUBLIC WORKS	10/31/16	253969	27.30-
00001 G & K SERVICES	1035774805		00165361 16000639 UNIFORMS 10/24 SHOP	10/31/16	253969	47.86-
00001 G & K SERVICES	1035774802		00165361 16000640 UNIFORMS 10/24 SANIT	10/31/16	253969	152.11-
00001 G & K SERVICES	1035774806		00165361 16000641 UNIFORMS 10/24 HEALTH	10/31/16	253969	71.01-

G & K SERVICES						
Sum						1,238.39-
00001 GALL'S LLC	006187396		00163365 16000357 UNIFORM SHOES HARRIS POLICE	10/31/16	253970	131.10-
00001 GALL'S LLC	006217666		00164105 16000533 UNIFORM SHOES MISENHELTER	10/31/16	253970	136.90-

GALL'S LLC						
Sum						268.00-

00001 GARNER LUMLEY ELECTRIC S 529683	00164895 16000378 FLOODLIGHTS CIVIC CNTR GARAGE	10/31/16	253971	206.17-
00001 GARNER LUMLEY ELECTRIC S 529986	00165170 16000559 ELEC SUPP COURTHOUSE	10/31/16	253971	492.29-
00001 GARNER LUMLEY ELECTRIC S 530079	00165264 16000588 ELEC SUPP COURT HOUSE	10/31/16	253971	37.94-

GARNER LUMLEY ELECTRIC S				
Sum				736.40-
00001 GILLILANDS ELECTRONICS S 62478	00164924 16000439 ALARM 9/16-9/17 EVIDENCE ROOM	10/31/16	253972	420.00-
00001 GILLILANDS ELECTRONICS S 62768	00164763 16000544 PHONE REPR #8 FIRE STA	10/31/16	253972	108.36-
00001 GILLILANDS ELECTRONICS S 62941	00165410 16000649 PHONE SERV MUN COURT	10/31/16	253972	261.99-

GILLILANDS ELECTRONICS S				
Sum				790.35-
00001 GULF COAST OFFICE PRODUC 26896-0	00165029 16000354 OFFICE SUPP PURCHASING DEPT	10/31/16	253977	207.06-
00001 GULF COAST OFFICE PRODUC 26932-0	00165220 16000514 OFFICE SUPP PURCHASING	10/31/16	253977	77.36-
00001 GULF COAST OFFICE PRODUC 26966-0	00165290 16000679 PURCHASE ORDER COPY PAPER	10/31/16	253977	109.80-

GULF COAST OFFICE PRODUC				
Sum				394.22-
00001 H'BURG HYDRAULICS INC 66527	00164854 16000369 REPR PTS U#15516 STREET	10/31/16	253979	136.45-
00001 H'BURG HYDRAULICS INC 66582	00165027 16000370 REPR PTS U#15082 STREET	10/31/16	253979	126.77-
00001 H'BURG HYDRAULICS INC 66646	00164929 16000428 REPRS U#19948 SANIT	10/31/16	253979	1,962.38-
00001 H'BURG HYDRAULICS INC 66665	00165120 16000496 REPR PTS U#15514 STREET	10/31/16	253979	526.43-
00001 H'BURG HYDRAULICS INC 66664	00164876 16000504 REPR PTS U#14406 SANIT	10/31/16	253979	45.07-
00001 H'BURG HYDRAULICS INC 66691	00165133 16000507 REPR PTS U#18602 CEMETERY	10/31/16	253979	1,259.31-

H'BURG HYDRAULICS INC				
Sum				4,056.41-
00001 HALL, LAKESHIA	TRAVEL REIMB 00165425 16000672 EXPNS MACE CONF GULFPORT	10/31/16	253980	29.96-

HALL, LAKESHIA				
Sum				29.96-
00001 HANCOCK BANK TRUST & FIN 10/21/16 DUE 00201749 16000509 MDB 2001 BONDS 12/22/08		10/24/16	111285	2,220.04-

HANCOCK BANK TRUST & FIN				
Sum				2,220.04-
00001 HARBOR FREIGHT 774567	00164570 16000420 IND EAR MUFFS ACDMY TRAINING	10/31/16	253982	59.80-

HARBOR FREIGHT				
Sum				59.80-
00001 HARPER, PATRINA 10/16	00201746 16000407 PETTY CASH FOR NEW F/Y	10/19/16	111273	600.00-

HARPER, PATRINA				
Sum				600.00-
00001 HATTIESBURG AMERICAN-ACC H12998 56429	00165031 16000382 CITY WIDE ADS/NOTICES	10/31/16	253978	1,701.09-
00001 HATTIESBURG AMERICAN-ACC H12998 56042	00165031 16000383 CITY WIDE ADS/NOTICES	10/31/16	253978	486.00-
00001 HATTIESBURG AMERICAN-ACC H12998 55270	00165031 16000384 CITY WIDE ADS/NOTICES	10/31/16	253978	120.65-

HATTIESBURG AMERICAN-ACC				
Sum				2,307.74-
00001 HAVARD PEST CONTROL INC 1052948	00201747 16000600 SERV 10/16 POLICE RANGE	10/31/16	253985	48.00-
00001 HAVARD PEST CONTROL INC 1052946	00201747 16000601 SERV 10/16 POL PAVILION LV	10/31/16	253985	50.00-

00001 HAVARD PEST CONTROL INC	1052964	00201747 16000602 SERV 10/16 CITY BARN	10/31/16	253985	220.00-
00001 HAVARD PEST CONTROL INC	1052967	00201747 16000603 SERV 10/16 AIRPORT MAINT	10/31/16	253985	45.00-

HAVARD PEST CONTROL INC					
Sum					363.00-
00001 HEALTHPORT	0201760137	00165086 16000391 MEDICAL TESTS INVESTIGATIONS	10/31/16	253986	17.61-

HEALTHPORT					
Sum					17.61-
00001 HEAVYQUIP	129357-01	00165038 16000401 REPR PTS U#15084 STREET	10/31/16	253987	1,770.00-
00001 HEAVYQUIP	129381-01	00164853 16000497 REPR PTS U#20093 STREET	10/31/16	253987	2,900.00-

HEAVYQUIP					
Sum					4,670.00-
00001 HICKS, INES F (#75935)	10/16	00201746 16000414 PETTY CASH FOR NEW F/Y	10/19/16	111280	300.00-

HICKS, INES F (#75935)					
Sum					300.00-
00001 HOL-MAC CORPORATION	335521	00164867 16000377 REPR PTS U#19948 SANIT	10/31/16	253991	858.13-

HOL-MAC CORPORATION					
Sum					858.13-
00001 HOME DEPOT	4044240	00164812 16000493 PAINT SUPP TRAFFIC DEPT	10/31/16	253993	52.70-

HOME DEPOT					
Sum					52.70-
00001 INDOFF INC	2867269	00164942 16000361 OFFICE SUPP FIRE DEPT	10/31/16	253997	352.15-

INDOFF INC					
Sum					352.15-
00001 INNOVATIVE SERVICE SOLUT	20160144	00164401 16000485 DEFIBRILLATOR MAINT	10/31/16	253999	1,140.00-
00001 INNOVATIVE SERVICE SOLUT	20160149	00164866 16000554 AED INSPECT PUBLIC WORKS	10/31/16	253999	826.60-

INNOVATIVE SERVICE SOLUT					
Sum					1,966.60-
00001 INTERFACE SECURITY SYSTE	18517421	00165306 16000589 SECURITY 11/16 HILND CEM	10/31/16	254000	33.02-
00001 INTERFACE SECURITY SYSTE	18527008	00165307 16000590 SECURITY 11/16 SOUTH HILL CEM	10/31/16	254000	29.95-

INTERFACE SECURITY SYSTE					
Sum					62.97-
00001 INTL INSTITUTE OF MUNICI	31038 EATON	00165350 16000621 MBRSHP DUES EATON	10/31/16	254001	110.00-
00001 INTL INSTITUTE OF MUNICI	29785 LARREM	00165350 16000622 MBRSHP DUES LARREMORE	10/31/16	254001	110.00-
00001 INTL INSTITUTE OF MUNICI	23949 BERNAR	00165383 16000645 MBRSHP DUES BERNARDO	10/31/16	254001	195.00-
00001 INTL INSTITUTE OF MUNICI	31037 LUU	00165383 16000646 MBRSHP DUES LUU	10/31/16	254001	95.00-

INTL INSTITUTE OF MUNICI					
Sum					510.00-
00001 IPR CONSULTING, INC	NMTC FINANCI	00165409 16000651 NMTC FINANCING 10/16	10/31/16	254002	2,135.00-

IPR CONSULTING, INC					
Sum					2,135.00-

00001 JACKSON & ARRINGTON (LEG 60635	00165111 16000406 SRVS MUN AIRPORT	10/31/16	254003	949.50-

JACKSON & ARRINGTON (LEG				949.50-
Sum				45.96-
00001 JACKSON COMMUNICATIONS S17121	00165092 16000583 COMM EQUIP REPR PTS FIRE DEPT	10/31/16	254004	45.96-

JACKSON COMMUNICATIONS				45.96-
Sum				600.00-
00001 JOHNNY'S WRECKER SERVICE 31390	00165030 16000365 TOWING U#13932 FIRE DEPT	10/31/16	254007	600.00-

JOHNNY'S WRECKER SERVICE				600.00-
Sum				1,900.00-
00001 JONES-RUSSELL, CAROL L SERVICES 7/2	00165176 16000433 JUDGE PRO TEM 7/29-10/13/16	10/31/16	254008	1,900.00-

JONES-RUSSELL, CAROL L				1,900.00-
Sum				17.54-
00001 JORDAN, MARK TRAVEL REIMB	00165426 16000673 EXPNS MACE CONF GULFPORT	10/31/16	254010	17.54-

JORDAN, MARK				17.54-
Sum				2,561.17-
00001 JUST PROMOS USA 2160839	00164014 16000512 LANYARDS/PENS M/ADM	10/31/16	254011	2,561.17-
00001 JUST PROMOS USA 2160909	00164269 16000530 BANK ON HBRG PROMO ITEMS	10/31/16	254011	1,438.00-

JUST PROMOS USA				3,999.17-
Sum				1,175.97-
00001 KONE INC (MONTGOMERY KON 949436145	00165187 16000435 MAINT 10/16-12/16 CITY HALL	10/31/16	254017	1,175.97-

KONE INC (MONTGOMERY KON				1,175.97-
Sum				17,331.60-
00001 KRONOS INCORPORATED 11106003-1	00164767 16000518 KRONOS UPGRADE	10/31/16	254018	17,331.60-
00001 KRONOS INCORPORATED 11109651-1	00164767 16000545 KRONOS UPGRADE	10/31/16	254018	8,999.10-

KRONOS INCORPORATED				26,330.70-
Sum				300.00-
00001 LELAND, HEATHER (REFUND) DAMAGE DEP R	00201754 16000594 DAMAGE DEPOSIT REFUND	10/31/16	254021	300.00-

LELAND, HEATHER (REFUND)				300.00-
Sum				10.00-
00001 LINEBARGER GOGGAN BLAIR 9/15/2016	00201757 16000595 POLICE FINES COLL.FEE	10/31/16	254022	10.00-
00001 LINEBARGER GOGGAN BLAIR 9/30/2016	00201758 16000596 POLICE FINES COLL.FEE	10/31/16	254022	1,403.94-
00001 LINEBARGER GOGGAN BLAIR 10/15/2016	00201759 16000597 POLICE FINES COLL.FEE	10/31/16	254022	1,613.27-

LINEBARGER GOGGAN BLAIR				3,027.21-
Sum				62.27-
00001 LOWE'S OF HATTIESBURG IN 924132	00163332 16000472 HAND TOOLS CONSTR DEPT	10/31/16	254027	62.27-

LOWE'S OF HATTIESBURG IN				62.27-
Sum				300.00-
00001 MACALUSO, ELIZABETH (REF DAMAGE DEP R	00201754 16000593 DAMAGE DEPOSIT REFUND	10/31/16	254029	300.00-

MACALUSO, ELIZABETH (REF				300.00-
Sum				

00001 MAXWELLS MONOGRAM	157546	00165123 16000655 EMBROIDER JUMP SUITS	10/31/16	254033	100.00-

MAXWELLS MONOGRAM					100.00-
Sum					80.00-
00001 MCCOY'S TRIM SHOP	953023	00164959 16000374 SEAT REPR U#16966 SHOP	10/31/16	254035	80.00-

MCCOY'S TRIM SHOP					80.00-
Sum					199.90-
00001 MCELHANEY PLUMBING INC	248892	00165045 16000395 PLUMB SUPP #6 FIRE STA	10/31/16	254036	199.90-

MCELHANEY PLUMBING INC					199.90-
Sum					10.00-
00001 MISSISSIPPI FIRE SERVICE NEW MBRSH L		00165256 16000536 NEW MBRSH L LEWIS	10/31/16	254038	10.00-
00001 MISSISSIPPI FIRE SERVICE NEW MBRSH S		00165256 16000537 NEW MBRSH STEPHENS	10/31/16	254038	10.00-

MISSISSIPPI FIRE SERVICE					20.00-
Sum					300.00-
00001 MOFFETT, STEPHANIE	10/16	00201746 16000410 PETTY CASH FOR NEW F/Y	10/19/16	111276	300.00-

MOFFETT, STEPHANIE					300.00-
Sum					45.00-
00001 MOORE'S LOCK AND KEY LLC	21908	00164877 16000666 ELEVATOR KEYS MUN COURT	10/31/16	254039	45.00-

MOORE'S LOCK AND KEY LLC					45.00-
Sum					11,862.45-
00001 MORGAN, C J INC	2016084	00165234 16000501 STORM DRAIN REPR HILLENDALE	10/31/16	254041	11,862.45-

MORGAN, C J INC					11,862.45-
Sum					1,653.91-
00001 MOTOROLA CUSTOMER CONNEC	13130313	00164188 16000566 RADIO/CHARGER SHUTTLE BUS	10/31/16	254042	1,653.91-

MOTOROLA CUSTOMER CONNEC					1,653.91-
Sum					221.95-
00001 MR. SIPPI BEVERAGES	108334	00165060 16000358 DRINKING WATER POLICE DEPT	10/31/16	254043	221.95-

MR. SIPPI BEVERAGES					221.95-
Sum					224.00-
00001 MS DEPT OF INFORMATION T	90055476	00201737 16000380 NCIC MAINT 9/16 POLICE	10/31/16	254044	224.00-

MS DEPT OF INFORMATION T					224.00-
Sum					60.00-
00001 MS ECONOMIC COUNCIL	168268 BARNE	00165062 16000371 HOBNOB REG BARNES JACKSON	10/31/16	254045	60.00-

MS ECONOMIC COUNCIL					60.00-
Sum					393.80-
00001 MS EMBROIDERY COMPANY	E11390	00163885 16000670 SHIRTS TECH INSPECTOR H OFFCL	10/31/16	254046	393.80-

MS EMBROIDERY COMPANY					393.80-
Sum					

00001 MS MUNICIPAL COURT CLERK 2016-2017 DU 00165201 16000434 YEARLY DUES 2016-2017	10/31/16	254049	160.00-

MS MUNICIPAL COURT CLERK			
Sum			160.00-
00001 MS MUNICIPAL LEAGUE REG DUPREE 1 00165304 16000574 REG DUPREE CONF JACKSON	10/31/16	254050	135.00-

MS MUNICIPAL LEAGUE			
Sum			135.00-
00001 MS POWER COMPANY 10/16 GENERA 00020172 16000592 MNTHLY ELEC-GENERAL	10/31/16	254051	100,258.42-

MS POWER COMPANY			
Sum			100,258.42-
00001 MS STATE/EMP SECURITY CO 9200131000 G 00165299 16000584 BENEFITS 3RD QTR 2016	10/31/16	254052	2,198.00-

MS STATE/EMP SECURITY CO			
Sum			2,198.00-
00001 MS STATE/TAX COMM/UNDERC PO#165112 10 00165112 16000390 RENEWALS/TAGS U/COVER UNITS	10/31/16	254053	203.00-

MS STATE/TAX COMM/UNDERC			
Sum			203.00-
00001 MUHAMMAD, AKWETE TRAVEL REIMB 00165421 16000674 EXPNS MACE CONF GULFPORT	10/31/16	254054	6.51-

MUHAMMAD, AKWETE			
Sum			6.51-
00001 MYERS, KAY TRAVEL REIMB 00165422 16000675 EXPNS MACE CONF GULFPORT	10/31/16	254056	41.00-

MYERS, KAY			
Sum			41.00-
00001 N & H ELECTRONIC DISTRIB 48643 00165041 16000363 CANNED SMOKE FIRE PREV MATLS	10/31/16	254057	74.40-

N & H ELECTRONIC DISTRIB			
Sum			74.40-
00001 NAPA AUTO PARTS 553131 00165143 16000421 BATTERY BOOSTER PAC	10/31/16	254058	159.00-
00001 NAPA AUTO PARTS 553064 00165082 16000540 REPR PTS FIRE DEPT STOCK	10/31/16	254058	306.48-
00001 NAPA AUTO PARTS 553477 00165376 16000654 REPR PTS U#17838 FIRE DEPT	10/31/16	254058	135.08-

NAPA AUTO PARTS			
Sum			600.56-
00001 NATL INSTIT FOR PUBLIC P MBRSH P BERNARDO COUNCIL	10/31/16	254059	80.00-
00001 NATL INSTIT FOR PUBLIC P MBRSH P LONDON PURCH DEPT	10/31/16	254059	80.00-

NATL INSTIT FOR PUBLIC P			
Sum			160.00-
00001 NEEL-SCHAFFER INC 1039840=16-3 00165100 16000404 SRV 16TH AVE REALIGNMENT	10/31/16	254060	110.78-

NEEL-SCHAFFER INC			
Sum			110.78-

00001	NEWELL PAPER COMPANY	883046	00164847	16000647	OFFICE SUPP MUN COURT	10/31/16	254062	203.56-
00001	NEWELL PAPER COMPANY	883424	00164847	16000648	OFFICE SUPP MUN COURT	10/31/16	254062	27.16-
00001	NEWELL PAPER COMPANY	883680	00165207	16000667	EVIDENCE BAGS	10/31/16	254062	40.14-
00001	NEWELL PAPER COMPANY	883720	00165244	16000668	JANIT SUPP PUBLIC WORKS	10/31/16	254062	253.29-

NEWELL PAPER COMPANY								
Sum								
00001	NOBLES CONTRACTING LLC	#9 FINAL OLD	00165346	16000617	OLD FED BLDG RENOVATION	10/31/16	254064	524.15-
								44,888.25-

NOBLES CONTRACTING LLC								
Sum								
00001	NORFOLK SOUTHERN CORP	90249770	00165194	16000466	11/16 LEASE RR ST PK LOT	10/31/16	254065	44,888.25-
								1,900.00-

NORFOLK SOUTHERN CORP								
Sum								
00001	OFFICE DEPOT INC	1995198679	00165007	16000511	OFFICE SUPP M/ADM	10/31/16	254067	1,900.00-
00001	OFFICE DEPOT INC	1996829738	00165098	16000532	OFFICE SUPP POLICE DEPT	10/31/16	254067	184.76-
								41.36-

OFFICE DEPOT INC								
Sum								
00001	OTTO ENVIRONMENTAL SYS N	5345436	00164258	16000429	MILLENNIUM CARTS SANIT DEPT	10/31/16	254068	226.12-
								21,496.00-

OTTO ENVIRONMENTAL SYS N								
Sum								
00001	OWENS BUSINESS MACHINES	314871	00163424	16000684	COPIER REPR RECORDS DIV	10/31/16	254069	21,496.00-
								135.00-

OWENS BUSINESS MACHINES								
Sum								
00001	PARKER, ANDY (USE 83107-	10/16	00201746	16000408	PETTY CASH FOR NEW F/Y	10/19/16	111274	135.00-
								300.00-

PARKER, ANDY (USE 83107-								
Sum								
00001	PEANUTS TOWING SERVICE	74771	00165199	16000446	TOWING U#14694 FIRE DEPT	10/31/16	254070	300.00-
								75.00-

PEANUTS TOWING SERVICE								
Sum								
00001	PEARL RIVER VALLEY EPA (	10/16 GENERA	00020172	16000591	MNTHLY 10/16 PUBLIC SERVICES	10/31/16	254071	75.00-
								1,278.46-

PEARL RIVER VALLEY EPA (								
Sum								
00001	PIERCE PLUMBING INC	498928	00164130	16000478	REPR DRAIN LINE TRAIN DEPOT	10/31/16	254073	1,278.46-
								180.00-

PIERCE PLUMBING INC								
Sum								
00001	PINE BELT OIL COMPANY IN	10435201	00165094	16000475	GAS FOR FUEL STATION	10/31/16	254075	180.00-
00001	PINE BELT OIL COMPANY IN	10435331	00165296	16000642	GAS FOR FUEL STATION	10/31/16	254075	9,552.08-
00001	PINE BELT OIL COMPANY IN	10394261	00165296	16000643	DIESEL FOR FUEL STATION	10/31/16	254075	9,442.05-
								7,201.22-

PINE BELT OIL COMPANY IN								
Sum								
								26,195.35-

00001 POLLARD WATER.COM-EAST	0056765	00164780 16000362 FIRE HYDRANT FLOW TEST EQUIP	10/31/16	254078	174.22-

POLLARD WATER.COM-EAST					174.22-
Sum					6,142.00-
00001 POWER DMS, INC	12903	00165407 16000652 ACCREDIATION SRV 11/16-11/17	10/31/16	254080	-----
POWER DMS, INC					6,142.00-
Sum					22.64-
00001 POWER PLUS INC	50032	00164966 16000397 CHAINSAW REPR #8 FIRE STA	10/31/16	254081	-----
POWER PLUS INC					22.64-
Sum					800.00-
00001 PRESLEY, PAUL E	10/16	00201746 16000411 PETTY CASH FOR NEW F/Y	10/19/16	111277	-----
PRESLEY, PAUL E					800.00-
Sum					441.70-
00001 PRO TRAVEL INC	6KGIL2 DELGA	00165365 16000612 DELGADO PRESERVE COMM TEXAS	10/31/16	254082	-----
PRO TRAVEL INC					441.70-
Sum					600.00-
00001 RAYNER, JACK	000012	00163757 16000479 POLYGRAPHS FOR LATERALS	10/31/16	254084	300.00-
00001 RAYNER, JACK	000013	00164253 16000480 POLYGRAPHS FOR IA	10/31/16	254084	-----
00001 RAYNER, JACK	000014	00165242 16000481 POLYGRAPHS 12/16 ACADEMY	10/31/16	254084	2,400.00-
RAYNER, JACK					-----
Sum					3,300.00-
00001 REGIONS BANK (SANITATION INVOICE #772	00201739	16000379 GARBAGE TRUCK LEASE DUE 10/16	10/18/16	111272	41,376.52-

REGIONS BANK (SANITATION					41,376.52-
Sum					221.67-
00001 RICOH CORP	21904221	00165238 16000476 COPIER 10/15-11/14 HUMAN RES	10/31/16	254085	804.58-
00001 RICOH CORP	1064891910	00163858 16000477 PRINTER SUPP COLEMAN PLANNING	10/31/16	254085	1,012.33-
00001 RICOH CORP	5044117401 &	00165321 16000570 PRODUCTION PRINTER CHARGES	10/31/16	254085	215.70-
00001 RICOH CORP	5044117401 W	00165321 16000571 PRODUCTION PRINTER CHARGES	10/31/16	254085	67.92-
00001 RICOH CORP	5043710291	00165317 16000576 COPIER 7/16 HUMAN RES	10/31/16	254085	86.94-
00001 RICOH CORP	5044286759	00165318 16000577 COPIER 8/16 HUMAN RES	10/31/16	254085	220.41-
00001 RICOH CORP	5044835683	00165319 16000578 COPIER 9/16 HUMAN RES	10/31/16	254085	-----
RICOH CORP					2,629.55-
Sum					236.00-
00001 RJ YOUNG COMPANY	INV1549892	00165056 16000360 COPIER 8/28-9/27 P/F ACADEMY	10/31/16	254086	742.56-
00001 RJ YOUNG COMPANY	INV1554649	00165096 16000393 COPIER 8/28-9/27 DETECTIVES	10/31/16	254086	318.00-
00001 RJ YOUNG COMPANY	INV1575246	00165239 16000500 COPIER 9/14-10/13/16 ENGR	10/31/16	254086	31.61-
00001 RJ YOUNG COMPANY	447601	00165291 16000579 ADDL AMT DUE PO#161866	10/31/16	254086	298.00-
00001 RJ YOUNG COMPANY	INV1575761	00165323 16000613 COPIER 9/14-10/13/16 CITY CLK	10/31/16	254086	369.00-
00001 RJ YOUNG COMPANY	INV1565506	00165331 16000616 COPIER 9/6-10/5/16 PLANNING	10/31/16	254086	-----
RJ YOUNG COMPANY					1,995.17-
Sum					

00001 RUSSELL, TRACIE	TRAVEL REIMB	00165423	16000676	EXPNS MACE CONF GULFPORT	10/31/16	254090	29.43-

RUSSELL, TRACIE							
Sum							29.43-
00001 SACKS OUTDOOR SUPPLY	21553	00163213	16000632	UNIFORMS PK VIOLATION OFFICER	10/31/16	254091	269.96-

SACKS OUTDOOR SUPPLY							
Sum							269.96-
00001 SHOWS DEARMAN & WAITS IN	19292	00165102	16000405	SRV AIRPT CLEAR ZONE SURVEY	10/31/16	254096	2,647.50-

SHOWS DEARMAN & WAITS IN							
Sum							2,647.50-
00001 SOLAR SUPPLY INC	3485144	00164894	16000519	A/C SUPP INFO TECH DEPT	10/31/16	254098	126.93-
00001 SOLAR SUPPLY INC	3485251	00165125	16000539	AC/HEAT SUPP VARI FIRE STA	10/31/16	254098	205.20-
00001 SOLAR SUPPLY INC	3482250	00165125	16000546	AC/HEAT SUPP VARI FIRE STA	10/31/16	254098	125.70-
00001 SOLAR SUPPLY INC	3485252	00165125	16000547	CREDIT	10/31/16	254098	125.70-

SOLAR SUPPLY INC							
Sum							332.13-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT3 9/30	00201755	16000598	POLICE FINES COLL.FEE	10/31/16	254101	1,689.51-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 9/16	00201756	16000599	POLICE FINES COLL.FEE	10/31/16	254101	240.34-

SOUTHERN FINANCIAL SYSTE							
Sum							1,929.85-
00001 SOUTHERN FIRE & SPRINKLE	09-8130	00164134	16000521	SPRINKLE SYS REPR TRAIN DEPOT	10/31/16	254102	490.00-

SOUTHERN FIRE & SPRINKLE							
Sum							490.00-
00001 SOUTHERN PINE ELECTRIC P	10/16 GENERA	00020172	16000567	MNTHLY 10/16 PUBLIC SERVICES	10/31/16	254104	58.87-

SOUTHERN PINE ELECTRIC P							
Sum							58.87-
00001 SOUTHERN TIRE MART #9 (M	9013787	00165064	16000534	TIRE BALANCE U#17568 POLICE	10/31/16	254106	16.00-
00001 SOUTHERN TIRE MART #9 (M	9014949	00165214	16000680	TIRES POLICE STOCK	10/31/16	254106	3,155.96-

SOUTHERN TIRE MART #9 (M							
Sum							3,171.96-
00001 SOUTHERN TIRE MART LLC	9014849	00165140	16000448	TIRES U#20052 TRAFFIC	10/31/16	254107	488.52-
00001 SOUTHERN TIRE MART LLC	11120717	00165190	16000555	TIRES VARI STREET UNITS	10/31/16	254107	2,719.80-
00001 SOUTHERN TIRE MART LLC	11120887	00165248	16000629	TIRES U#15892/15893 SANIT	10/31/16	254107	2,880.30-

SOUTHERN TIRE MART LLC							
Sum							6,088.62-
00001 STANDARD OFFICE SUPPLY C	0065598-001	00165289	16000650	OFFICE SUPP LOSS CONTROL	10/31/16	254110	51.58-

STANDARD OFFICE SUPPLY C							
Sum							51.58-
00001 STATE FIRE ACADEMY	24842 COLLIN	00165189	16000443	REG COLLINS ROPE RESCUE CLASS	10/31/16	254111	68.00-
00001 STATE FIRE ACADEMY	24409 FREDER	00165204	16000444	SUB FEE FREDERICKS 9/12/16	10/31/16	254111	40.00-

STATE FIRE ACADEMY							

Sum									108.00-
00001 STRIBLING EQUIPMENT CO L CS006089100:	00165259	16000585	REPR PTS U#20152 STREET	10/31/16	254113			428.05-	

STRIBLING EQUIPMENT CO L									
Sum								428.05-	
00001 SUNBELT FIRE INC	110452	00165418	16000669 REPRS U#13560 FIRE DEPT	10/31/16	254114			311.67-	

SUNBELT FIRE INC									
Sum								311.67-	
00001 THYSSENKRUPP ELEVATOR CO 3002788615	00165188	16000465	MAINT 10/16 PINE ST GARAGE	10/31/16	254120			452.77-	

THYSSENKRUPP ELEVATOR CO									
Sum								452.77-	
00001 TIRE CENTERS LLC	5760094928	00163986	16000541 TIRES U#14517 FIRE DEPT	10/31/16	254121			1,442.72-	
00001 TIRE CENTERS LLC	5760093912	00161630	16000542 TIRES U#18100 FIRE DEPT	10/31/16	254121			1,488.56-	
00001 TIRE CENTERS LLC	5760094288	00162378	16000543 TIRES U#18098 FIRE DEPT	10/31/16	254121			1,488.56-	

TIRE CENTERS LLC									
Sum								4,419.84-	
00001 TOWNSEND, KIMBERLY	FUEL/REPR PT	00165330	16000614 FUEL/REPR PTS REIMB 8-9/16	10/31/16	254123			20.66-	
00001 TOWNSEND, KIMBERLY	MILEAGE REIM	00165329	16000615 MILEAGE HOMELESSNESS COORD	10/31/16	254123			10.35-	

TOWNSEND, KIMBERLY									
Sum								31.01-	
00001 TRACTOR SUPPLY	200353427	00164163	16000432 FENCING MATLS CEMETERY	10/31/16	254124			54.99-	

TRACTOR SUPPLY									
Sum								54.99-	
00001 TRI-TECH INC	137700	00163642	16000437 BLOOD/URINE SPECIMEN KITS	10/31/16	254125			357.50-	

TRI-TECH INC									
Sum								357.50-	
00001 TRUCK SERVICE & EQUIPMEN 164-0009713	00165146	16000484	REPR PTS U#15064 FIRE DEPT	10/31/16	254126			315.09-	
00001 TRUCK SERVICE & EQUIPMEN 164-0009763	00165229	16000582	REPR PTS U#15064 FIRE	10/31/16	254126			53.09-	

TRUCK SERVICE & EQUIPMEN									
Sum								368.18-	
00001 TRUCKPRO INC	039-0616879	00165293	16000681 REPR PTS U#19947/19948 SANIT	10/31/16	254127			1,427.92-	

TRUCKPRO INC									
Sum								1,427.92-	
00001 TRUSTMARK BUSINESS CARD 9827 DUPREE	00165367	16000604	TAXI 9/19-21 NLC WASHINGTON	10/31/16	254129			17.03-	
00001 TRUSTMARK BUSINESS CARD 9827 DUPREE	00165367	16000605	MEAL 9/19-21 NLC WASHINGTON	10/31/16	254129			4.03-	
00001 TRUSTMARK BUSINESS CARD 9827 DUPREE	00165367	16000606	TAXI 9/19-21 NLC WASHINGTON	10/31/16	254129			25.00-	
00001 TRUSTMARK BUSINESS CARD 9827 DUPREE	00165367	16000607	MEAL 9/19-21 NLC WASHINGTON	10/31/16	254129			12.64-	
00001 TRUSTMARK BUSINESS CARD 9827 DUPREE	00165367	16000608	MEALS 9/19-21 NLC WASHINGTON	10/31/16	254129			41.04-	
00001 TRUSTMARK BUSINESS CARD 9827 DUPREE	00165367	16000609	FINANCE CHARGE	10/31/16	254129			15.15-	

TRUSTMARK BUSINESS CARD									
Sum								114.89-	

00001 UNITED PARCEL SERVICE IN 00008E1Y1542 00165412 16000653 SERV 10/12/16 POLICE	10/31/16	254130	25.85-

UNITED PARCEL SERVICE IN			
Sum			25.85-
00001 UNIVERSITY TIRE & SERVIC 497782 00165118 16000498 TIRES U#14178 STREET	10/31/16	254131	528.96-

UNIVERSITY TIRE & SERVIC			
Sum			528.96-
00001 UWOOD CO INC 11143 00165222 16000508 REPR PTS CEMETERY STOCK	10/31/16	254134	45.76-

UWOOD CO INC			
Sum			45.76-
00001 VULCAN SIGNS 297681 00164807 16000367 TRAFFIC SIGN PARTS	10/31/16	254138	1,326.00-

VULCAN SIGNS			
Sum			1,326.00-
00001 WAGE HOUR ASSESSMENTS AN CH 916-002 00165278 16000531 CONSULT WAGE HOUR ISSUES	10/31/16	254139	500.00-

WAGE HOUR ASSESSMENTS AN			
Sum			500.00-
00001 WAL-MART STORES INC 008880 00165001 16000513 CANDY/MISC HBURG HIGH PARADE	10/31/16	254140	61.13-
00001 WAL-MART STORES INC 005926 00164903 16000538 COFFEE MAKER #2 FIRE STA	10/31/16	254140	29.74-

WAL-MART STORES INC			
Sum			90.87-
00001 WANSLEY'S MACHINE & DRIV 37709 00165040 16000462 REPRS U#12688 STREET	10/31/16	254141	359.45-

WANSLEY'S MACHINE & DRIV			
Sum			359.45-
00001 WATERS INTERNATIONAL TRU 08P822149 00165034 16000505 REPR PTS U#14405/14408 SANIT	10/31/16	254144	462.20-
00001 WATERS INTERNATIONAL TRU 08P823132 00165313 16000630 REPR PTS U#16010 CEMETERY	10/31/16	254144	372.82-
00001 WATERS INTERNATIONAL TRU 08P823210 00165347 16000631 REPR PTS U#18602 CEMETERY	10/31/16	254144	143.96-

WATERS INTERNATIONAL TRU			
Sum			978.98-
00001 WATKINS & EAGAR 374768 00165280 16000524 SRVS GROUNDWORX V BLANTON/COH	10/31/16	254145	2,393.70-
00001 WATKINS & EAGAR 374767 00165280 16000525 SRV CLIENT/MATTER H0654-40540	10/31/16	254145	789.75-
00001 WATKINS & EAGAR 374766 00165280 16000526 SRVS GULF RESTORATION	10/31/16	254145	6,541.82-
00001 WATKINS & EAGAR 374765 00165280 16000527 SRV ENVIRO WASTEWTR COMPLIANC	10/31/16	254145	118.56-

WATKINS & EAGAR			
Sum			9,843.83-
00001 WATTS BROTHERS TRACTOR C 01-19895 00165033 16000402 REPAIR KITS STREET STOCK	10/31/16	254146	438.00-
00001 WATTS BROTHERS TRACTOR C 01-20253 00165249 16000626 REPR PTS U#15999/15516 ST	10/31/16	254146	1,879.24-

WATTS BROTHERS TRACTOR C			
Sum			2,317.24-
00001 WILLIAMS, TERESA 10/16 00201746 16000409 PETTY CASH FOR NEW F/Y	10/19/16	111275	800.00-

WILLIAMS, TERESA			
Sum			800.00-

00001 WILLMUT GAS & OIL COMPAN 10/16 GENERA 00020172 16000568 MNTHLY GAS-GENERAL	10/31/16	254150	324.76-

WILLMUT GAS & OIL COMPAN			
Sum			324.76-
00001 WORKWELL SERVICES (NEW V 29779 00165255 16000528 POST ACCIDENT DRUG SCREENS	10/31/16	254153	282.00-

WORKWELL SERVICES (NEW V			
Sum			282.00-

Sum			1,711,502.96-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 10/27/16

PERIOD ENDING OCTOBER 31, 2016

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	291249	00165090	16000083	RYE GRASS SEED BALLFIELDS	10/31/16	253861	14,134.50-

A & R FARM AND GARDEN							14,134.50-
Sum							14,134.50-
00002 AGRI-AFC LLC	5285660	00165083	16000069	HERBICIDE TATUM SOCCER	10/31/16	253869	2,300.00-
00002 AGRI-AFC LLC	5288007	00165325	16000133	FERTILIZER CITY WIDE USE	10/31/16	253869	4,032.46-

AGRI-AFC LLC							6,332.46-
Sum							6,332.46-
00002 ALLBRITTON CHAIN SAW & L 46847		00165122	16000074	CHAINSAW CHAIN	10/31/16	253872	14.00-
00002 ALLBRITTON CHAIN SAW & L 46906		00165218	16000085	WEDEATER REPR PTS	10/31/16	253872	82.90-
00002 ALLBRITTON CHAIN SAW & L 46948		00165320	16000121	CHAIN SAW CHAIN/BAR OIL	10/31/16	253872	23.95-

ALLBRITTON CHAIN SAW & L							120.85-
Sum							120.85-
00002 AUTO ARMATURE SERVICE IN 07183		00165131	16000072	BATTERY U#8667 TRUCK	10/31/16	253880	130.95-
00002 AUTO ARMATURE SERVICE IN 07320		00165385	16000126	BATTERY U#8644 TRACTOR	10/31/16	253880	147.95-
00002 AUTO ARMATURE SERVICE IN 07340		00165427	16000129	BATTERY U#18559 TRUCK	10/31/16	253880	48.95-

AUTO ARMATURE SERVICE IN							327.85-
Sum							327.85-
00002 BRACKMAN MOWER WAREHOUSE 21137		00165081	16000079	REPR PTS U#19465 MOWER	10/31/16	253890	76.25-

BRACKMAN MOWER WAREHOUSE							76.25-
Sum							76.25-
00002 BURKETT RADIATOR SHOP 64683		00165225	16000125	REPRS U#11211 TRUCK	10/31/16	253895	404.00-

BURKETT RADIATOR SHOP							404.00-
Sum							404.00-
00002 C SPIRE WIRELESS (CELLUL 9/23-10/22/1	00201765	16000128	CELL SERV 10/16	PARKS & REC	10/31/16	253897	201.64-

C SPIRE WIRELESS (CELLUL							201.64-
Sum							201.64-
00002 CARQUEST AUTO PARTS STOR 14758-78405	00165152	16000078	REPR PTS U#8647	TRUCK	10/31/16	253904	29.51-

CARQUEST AUTO PARTS STOR							29.51-
Sum							29.51-
00002 CAWTHON, ANDREW C	OFFICIAL 10/	00201761	16000100	OFFICIAL-ADULT SOFTBALL	10/31/16	253908	100.00-

CAWTHON, ANDREW C							100.00-
Sum							100.00-
00002 CITY OF HATTIESBURG FUND TRF 2ND 10/1	00201752	16000089	TRF 2ND 10/16	PAYROLL	10/25/16	311148	73,127.85-

CITY OF HATTIESBURG FUND							73,127.85-
Sum							73,127.85-

00002 CLEMTS HARDWARE	116267	00165160 16000084 HOSES/TIMERS/SPRINKLERS	10/31/16	253914	491.84-

CLEMTS HARDWARE					491.84-
Sum					491.84-
00002 COLEMAN NURSERY	PO#164925 10	00164925 16000122 LANDSCAPE MATLS TATUM REC OFC	10/31/16	253916	1,825.00-

COLEMAN NURSERY					1,825.00-
Sum					1,825.00-
00002 COURTNEY'S RESTAURANT EQ	10759	00164751 16000130 ICE MACH MAINT GRNDS BREAKRM	10/31/16	253924	175.00-

COURTNEY'S RESTAURANT EQ					175.00-
Sum					175.00-
00002 CRY, JAMAAL	SPORTS SERVS	00201760 16000107 SPORTS SUPPORT SERVICES	10/31/16	253928	64.00-

CRY, JAMAAL					64.00-
Sum					64.00-
00002 ECONOMY SUPPLY CO	260173	00164974 16000057 SIGN INSTALL MATLS TIMBERTON	10/31/16	253945	50.95-
00002 ECONOMY SUPPLY CO	260417	00165078 16000061 SIGN POST MATLS BERKSHIRE NBH	10/31/16	253945	64.30-

ECONOMY SUPPLY CO					115.25-
Sum					115.25-
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 10/	00201761 16000101 OFFICIAL-ADULT SOFTBALL	10/31/16	253952	240.00-

ESTERS, WILLARD (BUTCH)					240.00-
Sum					240.00-
00002 EVERETT, RAYFORD	OFFICIAL 10/	00201761 16000102 OFFICIAL-ADULT SOFTBALL	10/31/16	253953	280.00-

EVERETT, RAYFORD					280.00-
Sum					280.00-
00002 G & K SERVICES	1035768120	00165305 16000091 MATS 10/03 GRNDS MAINT	10/31/16	253969	3.40-
00002 G & K SERVICES	1035770372	00165305 16000092 MATS 10/10 GRNDS MAINT	10/31/16	253969	3.40-
00002 G & K SERVICES	1035772580	00165305 16000093 MATS 10/17 GRNDS MAINT	10/31/16	253969	3.40-
00002 G & K SERVICES	1035774792	00165305 16000094 MATS 10/24 GRNDS MAINT	10/31/16	253969	3.40-
00002 G & K SERVICES	1035768119	00165305 16000095 UNIFORMS 10/03 GRNDS MAINT	10/31/16	253969	123.91-
00002 G & K SERVICES	1035770371	00165305 16000096 UNIFORMS 10/10 GRNDS MAINT	10/31/16	253969	109.91-
00002 G & K SERVICES	1035772579	00165305 16000097	10/31/16	253969	109.91-
00002 G & K SERVICES	1035774791	00165305 16000098 UNIFORMS 10/24 GRNDS MAINT	10/31/16	253969	109.91-

G & K SERVICES					467.24-
Sum					4,175.00-
00002 GILLILANDS ELECTRONICS S	62951	00164864 16000131 COMPUTER/PHONE WIRING TATUM	10/31/16	253972	4,175.00-

GILLILANDS ELECTRONICS S					4,175.00-
Sum					4,175.00-
00002 GREEN FOREST NURSERY INC	26593	00164926 16000118 LANDSCAPE SUPP TATUM REC OFFC	10/31/16	253974	1,080.00-

GREEN FOREST NURSERY INC					1,080.00-
Sum					1,080.00-

00002 HARRIS, MARCEL	SPORTS SERVS 00201760 16000108	SPORTS SUPPORT SERVICES	10/31/16	253983	64.00-

HARRIS, MARCEL					
Sum					64.00-
00002 HARRIS, TYRELL R	SPORTS SERVS 00201760 16000109	SPORTS SUPPORT SERVICES	10/31/16	253984	64.00-

HARRIS, TYRELL R					
Sum					64.00-
00002 HAVARD PEST CONTROL INC	1052947	00201747 16000115 SERV 10/16	10/31/16	253985	75.00-
00002 HAVARD PEST CONTROL INC	1056312	00201747 16000116 SERV 10/16	10/31/16	253985	125.00-

HAVARD PEST CONTROL INC					
Sum					200.00-
00002 IMAGE SIGNS & NEON	11028	00164882 16000127 JAYCEE PARK SIGN REPAIR	10/31/16	253996	1,325.00-

IMAGE SIGNS & NEON					
Sum					1,325.00-
00002 JONES, ANN	10/16	00201746 16000067 PETTY CASH FOR NEW F/Y	10/19/16	311142	500.00-
00002 JONES, ANN	PETTY CASH 9	00165391 16000124 PETTY CASH GRNDS MAINT	10/31/16	254009	97.66-

JONES, ANN					
Sum					597.66-
00002 KEELING COMPANY (HATTIES	S3096953.001	00165025 16000071 SPRINKER PTS TATUM PARK	10/31/16	254013	375.94-

KEELING COMPANY (HATTIES					
Sum					375.94-
00002 KETTLEY, ANNETTE	SPORTS SERVS 00201760 16000110	SPORTS SUPPORT SERVICES	10/31/16	254014	104.00-

KETTLEY, ANNETTE					
Sum					104.00-
00002 KINSEY WELDING	4917	00165148 16000075 REPR SOCCER GOALS TATUM PK	10/31/16	254016	410.00-

KINSEY WELDING					
Sum					410.00-
00002 LANCASTER'S MACHINE & WE	22894	00165022 16000081 BALLFIELD TRAILER WELD REPRS	10/31/16	254020	250.00-

LANCASTER'S MACHINE & WE					
Sum					250.00-
00002 LOCKHART, GREGOIRE	SPORTS SERVS 00201760 16000111	SPORTS SUPPORT SERVICES	10/31/16	254023	64.00-

LOCKHART, GREGOIRE					
Sum					64.00-
00002 MATTOX, QENTELLER L	OFFICIAL 10/	00201761 16000103 OFFICIAL-ADULT SOFTBALL	10/31/16	254032	60.00-

MATTOX, QENTELLER L					
Sum					60.00-
00002 MCELHANEY PLUMBING INC	249513	00165015 16000058 PLUMB SUPP TOWN SQUARE PARK	10/31/16	254036	5.95-

MCELHANEY PLUMBING INC					
Sum					5.95-

00002 MS FIRE & SAFETY OF HBUR 53051	00165121 16000068 EXINGUISHERS TATUM OFFICE	10/31/16	254047	664.00-

MS FIRE & SAFETY OF HBUR				
Sum				664.00-
00002 MS GRASS NURSERY 28098	00164473 16000055 GRASS SOD DOWNTOWN USE	10/31/16	254048	67.50-
00002 MS GRASS NURSERY 28096	00164981 16000056 GRASS SOD 557 NELLWOOD	10/31/16	254048	130.00-
00002 MS GRASS NURSERY 20153	00165315 16000123 GRASS SOD TATUM PARK	10/31/16	254048	1,280.00-

MS GRASS NURSERY				
Sum				1,477.50-
00002 MS POWER COMPANY 10/16 PKS/RE 00020172 16000099 MNTHLY ELEC-PARKS & REC		10/31/16	254051	13,209.47-

MS POWER COMPANY				
Sum				13,209.47-
00002 MS STATE/EMP SECURITY CO 9200131000 P 00165299 16000090 BENEFITS 3RD QTR 2016		10/31/16	254052	1,980.00-

MS STATE/EMP SECURITY CO				
Sum				1,980.00-
00002 NEEL-SCHAFFER INC 1039840-15-1 00154569 16000087 SITE TEST SRVS E HARDY ST PARK		10/31/16	254060	6,571.79-

NEEL-SCHAFFER INC				
Sum				6,571.79-
00002 NEWELL PAPER COMPANY 882740 00164775 16000054 WASP SPRAY GRNDS MAINT		10/31/16	254062	288.00-

NEWELL PAPER COMPANY				
Sum				288.00-
00002 PINE BELT TROPHY PO#165043 10 00165043 16000070 KHB MONTHLY AWARD PLAQUE		10/31/16	254076	31.05-

PINE BELT TROPHY				
Sum				31.05-
00002 POWELL, RANDY SPORTS SERVS 00201760 16000112 SPORTS SUPPORT SERVICES		10/31/16	254079	208.00-

POWELL, RANDY				
Sum				208.00-
00002 SANFORD, JOHN L JR INC 49299 00164874 16000076 TOPSOIL TATUM REC OFFICE		10/31/16	254092	1,000.00-
00002 SANFORD, JOHN L JR INC 49298 00165173 16000077 TOPSOIL TATUM REC OFFICE		10/31/16	254092	400.00-

SANFORD, JOHN L JR INC				
Sum				1,400.00-
00002 SMITH, CARLTON L OFFICIAL 10/ 00201761 16000104 OFFICIAL-ADULT SOFTBALL		10/31/16	254097	260.00-

SMITH, CARLTON L				
Sum				260.00-
00002 SOUTH MS BUSINESS MACHIN AR89517 00165301 16000132 PRINTER SUPP SIGLER CNTR		10/31/16	254099	149.00-

SOUTH MS BUSINESS MACHIN				
Sum				149.00-
00002 SOUTHERN MS PINE STRAW 10084 00165288 16000119 PINE STRAW CITY WIDE USE		10/31/16	254103	275.00-

SOUTHERN MS PINE STRAW				
Sum				275.00-

00002 SOUTHERN TIRE MART #9 (M 9014575	00164980 16000062 TIRE REPR U#17998 MOWER	10/31/16	254106	26.00-
00002 SOUTHERN TIRE MART #9 (M 9014420	00164983 16000063 TIRE REPR U#17085 MOWER	10/31/16	254106	52.00-
00002 SOUTHERN TIRE MART #9 (M 9014321	00164985 16000064 TIRE REPR U#18866 MOWER	10/31/16	254106	26.00-
00002 SOUTHERN TIRE MART #9 (M 9014335	00164982 16000065 FLAT REPR U#18559 MOWER	10/31/16	254106	19.95-
00002 SOUTHERN TIRE MART #9 (M 9014765	00165116 16000073 TIRES U#18569 JEEP	10/31/16	254106	632.83-
00002 SOUTHERN TIRE MART #9 (M 9014892	00165223 16000082 REPRS U#20419 TRUCK	10/31/16	254106	57.40-

SOUTHERN TIRE MART #9 (M				814.18-
Sum				
00002 SPEEDY PRINTING & SIGNS 22983	00164865 16000059 NBRHD SIGN BERKSHIRE HILLS	10/31/16	254108	210.00-
00002 SPEEDY PRINTING & SIGNS 23032	00165168 16000120 TIMBERTON COMPLEX SIGNS	10/31/16	254108	1,250.00-

SPEEDY PRINTING & SIGNS				
Sum				1,460.00-
00002 TERRELL, CLEMON DR 10/16	00201746 16000066 PETTY CASH FOR NEW F/Y	10/19/16	311141	500.00-

TERRELL, CLEMON DR				
Sum				500.00-
00002 TERRELL, WINSTON OFFICIAL 10/	00201761 16000105 OFFICIAL-ADULT SOFTBALL	10/31/16	254116	300.00-

TERRELL, WINSTON				
Sum				300.00-
00002 TOM DODD NURSERIES 008316	00164927 16000117 LANDSCAPE SUPP TATUM REC OFFC	10/31/16	254122	1,091.95-

TOM DODD NURSERIES				
Sum				1,091.95-
00002 TRUCKS PLUS AUTO ACCESSO 33826	00165161 16000080 ADD TRAILER EQUIP U#9621	10/31/16	254128	104.80-

TRUCKS PLUS AUTO ACCESSO				
Sum				104.80-
00002 VARNADO, ALEXANDRIA SPORTS SERVS	00201760 16000113 SPORTS SUPPORT SERVICES	10/31/16	254135	96.00-

VARNADO, ALEXANDRIA				
Sum				96.00-
00002 VARNADO, UNDREA SPORTS SERVS	00201760 16000114 SPORTS SUPPORT SERVICES	10/31/16	254136	160.00-

VARNADO, UNDREA				
Sum				160.00-
00002 WAL-MART STORES INC 000607	00164358 16000086 BONGO PRIZES SIGLER CENTER	10/31/16	254140	123.18-

WAL-MART STORES INC				
Sum				123.18-
00002 WARREN PAVING INC 812185	00163920 16000060 CRUSHED CONCRETE TATUM	10/31/16	254143	55,207.07-

WARREN PAVING INC				
Sum				55,207.07-
00002 WILLIAMS. CHRISTY M OFFICIAL 10/	00201761 16000106 OFFICIAL-ADULT SOFTBALL	10/31/16	254149	140.00-

WILLIAMS. CHRISTY M				
Sum				140.00-
00002 WILLMUT GAS & OIL COMPAN 10/16	PKS/RE 00020172 16000088 MNTHLY GAS-PARKS & REC	10/31/16	254150	12.54-

WILLMUT GAS & OIL COMPAN
Sum

Sum

12.54-

193,812.32-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date

- 10/27/16

PERIOD ENDING OCTOBER 31, 2016

Vendor

Invoice
NumberPurchase
OrderClaims
NumberItem
DescriptionCheck
DateCheck
No.Check
Amount

PAYROLL FUND

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00006 MCKINLEY, ALLEN	REFUND GARNI	00201740	16000008	REFUND GARNISHMENT W/H	10/18/16	111271	224.62-

MCKINLEY, ALLEN	Sum						224.62-
00006 SMITH INDUSTRIAL SVC	4941	00020177	16000011	CHILD SUPPORT	10/26/16	111290	183.76-

SMITH INDUSTRIAL SVC	Sum						183.76-
00006 SOUTHERN FINANCIAL SYSTE	5844	00201715	16000029	GARNISHMENT	10/26/16	111306	287.96-

SOUTHERN FINANCIAL SYSTE	Sum						287.96-

Sum							696.34-

MCKINLEY, ALLEN

Sum

224.62-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00006 SMITH INDUSTRIAL SVC	4941	00020177	16000011	CHILD SUPPORT	10/26/16	111290	183.76-

SMITH INDUSTRIAL SVC	Sum						183.76-
00006 SOUTHERN FINANCIAL SYSTE	5844	00201715	16000029	GARNISHMENT	10/26/16	111306	287.96-

SOUTHERN FINANCIAL SYSTE	Sum						287.96-

Sum							696.34-

183.76-

SMITH INDUSTRIAL SVC

Sum

183.76-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00006 SOUTHERN FINANCIAL SYSTE	5844	00201715	16000029	GARNISHMENT	10/26/16	111306	287.96-

SOUTHERN FINANCIAL SYSTE	Sum						287.96-

Sum							696.34-

287.96-

SOUTHERN FINANCIAL SYSTE

Sum

287.96-

Sum

696.34-

00009 D P C ENTERPRISES LP	212002121-16	00164816	16000070	CHLORINE SOUTH LAGOON	10/31/16	253931	1,524.00-
00009 D P C ENTERPRISES LP	212002122-16	00164817	16000071	CHLORINE NORTH LAGOON	10/31/16	253931	1,143.00-
00009 D P C ENTERPRISES LP	212002177-16	00164910	16000098	CHLORINE PLT #1	10/31/16	253931	1,143.00-
00009 D P C ENTERPRISES LP	212002178-16	00164910	16000099	CHLORINE PLT #2	10/31/16	253931	1,143.00-

D P C ENTERPRISES LP							
Sum							4,953.00-
00009 DIXIE COMMUNITY UTILITY	SEWER BILLIN	00165198	16000079	SEWER BILLING 9/16	10/31/16	253939	388.50-

DIXIE COMMUNITY UTILITY							
Sum							388.50-
00009 ELKINS WHOLESALE INC	293142-00	00164901	16000096	JANIT SUPP WTR PLANT	10/31/16	253947	162.67-
00009 ELKINS WHOLESALE INC	29342-01	00164901	16000097	JANIT SUPP WTR PLANT	10/31/16	253947	42.22-

ELKINS WHOLESALE INC							
Sum							204.89-
00009 FRIERSON, CHADWICK	10/16	00201746	16000076	PETTY CASH FOR NEW F/Y	10/19/16	21978	500.00-
00009 FRIERSON, CHADWICK	TRAVEL REIMB	00165084	16000075	EXPNS EPA/DOJ MEET ATLANTA	10/31/16	253962	264.95-

FRIERSON, CHADWICK							
Sum							764.95-
00009 G & K SERVICES	1035772585	00165175	16000082	MOP/MAT 10/17 PLANT	10/31/16	253969	14.40-
00009 G & K SERVICES	1035772584	00165175	16000083	UNIFORMS 10/17 PLANT	10/31/16	253969	50.87-
00009 G & K SERVICES	1035772582	00165175	16000084	UNIFORMS 10/17 SEWER	10/31/16	253969	50.70-
00009 G & K SERVICES	1035772583	00165175	16000085	UNIFORMS 10/17 LAGOON	10/31/16	253969	25.52-
00009 G & K SERVICES	1035772581	00165175	16000086	UNIFORMS 10/17 TRANS	10/31/16	253969	66.21-
00009 G & K SERVICES	1035774796	00165336	16000118	UNIFORMS 10/24 TRANS	10/31/16	253969	59.21-
00009 G & K SERVICES	1035774797	00165336	16000119	MOP/MAT 10/24 PLANT	10/31/16	253969	14.40-
00009 G & K SERVICES	1035774796	00165336	16000120	UNIFORMS 10/24 PLANT	10/31/16	253969	54.41-
00009 G & K SERVICES	1035774794	00165336	16000121	UNIFORMS 10/24 SEWER	10/31/16	253969	50.70-
00009 G & K SERVICES	1035774795	00165336	16000122	UNIFORMS 10/24 LAGOON	10/31/16	253969	25.52-

G & K SERVICES							
Sum							411.94-
00009 GRINER DRILLING SERVICE	R40579	00164187	16000105	H.S.PUMP WESLEY WTR PLANT	10/31/16	253976	21,600.00-

GRINER DRILLING SERVICE							
Sum							21,600.00-
00009 HAVARD PEST CONTROL INC	1052970	00201747	16000113	SERV 10/16 PLT-LAKEVIEW	10/31/16	253985	50.00-
00009 HAVARD PEST CONTROL INC	1052971	00201747	16000114	SERV 10/16 PLT JAMES ST	10/31/16	253985	50.00-

HAVARD PEST CONTROL INC							
Sum							100.00-
00009 HOME DEPOT	9044143	00164294	16000087	CABLE/COOLERS WTR SERVICE MEN	10/31/16	253993	63.91-

HOME DEPOT							
Sum							63.91-
00009 INDUSTRIAL CHEMICALS INC	368729 & 369	00162913	16000088	LIME/FLUORIDE WTR PLANT	10/31/16	253998	11,488.75-

INDUSTRIAL CHEMICALS INC							
Sum							11,488.75-

00009 L & A CONTRACTING CO	483-067	00165328 16000117 AERATOR MNT 10/10-21 LAGOONS	10/31/16	254019	30,868.00-

L & A CONTRACTING CO					
Sum					30,868.00-
00009 MORGAN, C J INC	2016083	00165087 16000074 REPR WATER LINES VARI LOC	10/31/16	254041	175,650.94-

MORGAN, C J INC					
Sum					175,650.94-
00009 MS POWER COMPANY	10/16 W&SO&M	00020172 16000112 MNTHLY ELEC-W&SO&M	10/31/16	254051	78,646.59-

MS POWER COMPANY					
Sum					78,646.59-
00009 NEWELL PAPER COMPANY	882795	00164896 16000067 HAND SANITIZER WTR PLANT	10/31/16	254062	85.21-

NEWELL PAPER COMPANY					
Sum					85.21-
00009 NORTH LAMAR WATER ASSN	SEWER BILLIN	00165195 16000080 SEWER BILLING 9-10/16	10/31/16	254066	137.00-

NORTH LAMAR WATER ASSN					
Sum					137.00-
00009 OWENS BUSINESS MACHINES	315370	00165067 16000069 COPIER 9/16-9/17 WTR PLANT	10/31/16	254069	390.00-

OWENS BUSINESS MACHINES					
Sum					390.00-
00009 PEARL RIVER VALLEY EPA (	10/16 W&SO&M	00020172 16000111 MNTHLY 10/16 PUBLIC SERVICES	10/31/16	254071	191.67-

PEARL RIVER VALLEY EPA (					
Sum					191.67-
00009 PINE BELT INDUSTRIAL SUP	4144956-01	00163692 16000072 EQUIP BELTS LAGOONS	10/31/16	254074	1,061.00-
00009 PINE BELT INDUSTRIAL SUP	4146701-0001	00165257 16000126 PUMP EAUIP E LAUREL STA	10/31/16	254074	1,106.16-

PINE BELT INDUSTRIAL SUP					
Sum					2,167.16-
00009 POWER PLUS INC	50138	00165068 16000106 TRIMMER REPR WTR PLANT	10/31/16	254081	92.04-

POWER PLUS INC					
Sum					92.04-
00009 RAWLS SPRINGS UTILITY DI	SEWER BILLIN	00165196 16000081 SEWER BILLING 9/16	10/31/16	254083	178.00-

RAWLS SPRINGS UTILITY DI					
Sum					178.00-
00009 RJM MCQUEEN CONTRACTING	1161	00165311 16000108 REPRS EDWARDS/SIMMONS	10/31/16	254087	37,319.50-
00009 RJM MCQUEEN CONTRACTING	1162	00165311 16000109 SEWER REPR LAKELAND/OAKWOOD	10/31/16	254087	13,578.50-
00009 RJM MCQUEEN CONTRACTING	1163	00165360 16000115 REPRS CROSS CREEK PARKWAY STA	10/31/16	254087	31,478.90-

RJM MCQUEEN CONTRACTING					
Sum					82,376.90-
00009 SOUTHERN PINE ELECTRIC P	10/16 W&SO&M	00020172 16000093 MNTHLY 10/16 PUBLIC SERVICES	10/31/16	254104	860.16-

SOUTHERN PINE ELECTRIC P					
Sum					860.16-

00009 STANDARD OFFICE SUPPLY C 0065516-001	00165184 16000091 OFFICE SUPP WTR BILLING	10/31/16	254110	696.28-

STANDARD OFFICE SUPPLY C				
Sum				696.28-
00009 THOMPSON BROTHERS DRILLI 6462	00164421 16000068 ELEC SUPP WTR PLANT	10/31/16	254119	1,312.75-

THOMPSON BROTHERS DRILLI				
Sum				1,312.75-
00009 TRUSTMARK BUSINESS CARD 9827 DUPREE	00165367 16000123 FUEL EXP EPA MEET ATLANTS	10/31/16	254129	36.91-
00009 TRUSTMARK BUSINESS CARD 9827 DUPREE	00165367 16000124 FUEL EXP EPA MEET ATLANTA	10/31/16	254129	39.40-

TRUSTMARK BUSINESS CARD				
Sum				76.31-
00009 TURNER, WANDA 10/16	00201746 16000078 PETTY CASH FOR NEW F/Y	10/19/16	21979	160.00-

TURNER, WANDA				
Sum				160.00-
00009 UNIVERSITY TIRE & SERVIC 497383	00164891 16000065 TIRES U#18706 WTR BILLING	10/31/16	254131	313.96-

UNIVERSITY TIRE & SERVIC				
Sum				313.96-
00009 USA BLUEBOOK 085923	00164911 16000100 CHEMICALS WTR PLANTS	10/31/16	254132	96.60-

USA BLUEBOOK				
Sum				96.60-
00009 WILLMUT GAS & OIL COMPAN 10/16 W&SO&M	00020172 16000094 MNTHLY GAS-W&SO&M	10/31/16	254150	38.48-

WILLMUT GAS & OIL COMPAN				
Sum				38.48-

Sum				586,923.64-

Date - 10/27/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 BLACKMON, JAMES	METER DEP RF	00201764	16000058	METER DEP RFD	10/31/16	253884	75.00-
BLACKMON, JAMES							
Sum							75.00-
00011 BOLIVAR, EDWARD	METER DEP RF	00201764	16000061	METER DEP RFD	10/31/16	253887	33.48-
BOLIVAR, EDWARD							
Sum							33.48-
00011 BONE, NATHEN D	METER DEP RF	00201764	16000056	METER DEP RFD	10/31/16	253888	26.00-
BONE, NATHEN D							
Sum							26.00-
00011 BROOME, TIMOTHY	METER DEP RF	00201736	16000027	METER DEP RFD	10/31/16	253892	16.32-
BROOME, TIMOTHY							
Sum							16.32-
00011 CABANAS, ALEXIS	METER DEP RF	00201764	16000064	METER DEP RFD	10/31/16	253898	19.44-
CABANAS, ALEXIS							
Sum							19.44-
00011 CARTER, NEDRA H	METER DEP RF	00201764	16000063	METER DEP RFD	10/31/16	253906	26.00-
CARTER, NEDRA H							
Sum							26.00-
00011 CARTER, TAMARA D	METER DEP RF	00201764	16000060	METER DEP RFD	10/31/16	253907	19.44-
CARTER, TAMARA D							
Sum							19.44-
00011 CESAREO, JHONATAN	WTR OVRPMT R	00201744	16000019	WTR OVRPMT RFD	10/31/16	253910	9.78-
CESAREO, JHONATAN							
Sum							9.78-
00011 COLEMAN, LEDORA	METER DEP RF	00201764	16000062	METER DEP RFD	10/31/16	253917	75.00-
COLEMAN, LEDORA							
Sum							75.00-
00011 CONWAY, THOMAS S	METER DEP RF	00201736	16000029	METER DEP RFD	10/31/16	253920	26.00-
CONWAY, THOMAS S							
Sum							26.00-
00011 COX, EDWARD	WTR OVRPMT R	00201738	16000016	WTR OVRPMT RFD	10/31/16	253926	58.68-
COX, EDWARD							
Sum							58.68-

00011 D R E H, INC	METER DEP RF 00201736 16000028 METER DEP RFD	10/31/16	253933	16.32-

D R E H, INC				16.32-
Sum				16.32-
00011 DAVIS, JOSEPH W	METER DEP RF 00201764 16000069 METER DEP RFD	10/31/16	253935	16.32-

DAVIS, JOSEPH W				16.32-
Sum				75.00-
00011 DAVIS, TREMAYNE	METER DEP RF 00201764 16000059 METER DEP RFD	10/31/16	253936	75.00-

DAVIS, TREMAYNE				75.00-
Sum				75.00-
00011 DLS RESIDENTIAL PROPERTI	METER DEP RF 00201736 16000044 METER DEP RFD	10/31/16	253940	75.00-

DLS RESIDENTIAL PROPERTI				75.00-
Sum				16.32-
00011 DRUMMOND, RICHARD	METER DEP RF 00201736 16000030 METER DEP RFD	10/31/16	253943	16.32-

DRUMMOND, RICHARD				16.32-
Sum				40.00-
00011 EDWARDS, JOHN	METER DEP RF 00201736 16000022 METER DEP RFD	10/31/16	253946	40.00-

EDWARDS, JOHN				40.00-
Sum				7.00-
00011 EPPERSON, DAVID	METER DEP RF 00201736 16000024 METER DEP RFD	10/31/16	253951	7.00-

EPPERSON, DAVID				7.00-
Sum				41.88-
00011 FAT BOYS TOBACCO SHOP	METER DEP RF 00201764 16000057 METER DEP RFD	10/31/16	253955	41.88-

FAT BOYS TOBACCO SHOP				41.88-
Sum				75.00-
00011 FAWCETT, NEWTON	METER DEP RF 00201764 16000065 METER DEP RFD	10/31/16	253956	75.00-

FAWCETT, NEWTON				75.00-
Sum				40.00-
00011 FLOYD, VICTOR	METER DEP RF 00201764 16000053 METER DEP RFD	10/31/16	253958	40.00-

FLOYD, VICTOR				40.00-
Sum				26.00-
00011 GINN, PATRICK	METER DEP RF 00201764 16000070 METER DEP RFD	10/31/16	253973	26.00-

GINN, PATRICK				26.00-
Sum				75.00-
00011 HALLMAN PROPERTY BELLA	METER DEP RF 00201736 16000039 METER DEP RFD	10/31/16	253981	75.00-

HALLMAN PROPERTY BELLA				75.00-
Sum				75.00-

00011 HERSKOVITS, ROBERT	METER DEP RF 00201764 16000066 METER DEP RFD	10/31/16	253988	16.32-

HERSKOVITS, ROBERT				
Sum				16.32-
00011 HODGE, GARY	METER DEP RF 00201736 16000020 METER DEP RFD	10/31/16	253989	40.00-

HODGE, GARY				
Sum				40.00-
00011 HODGES, TYLER	METER DEP RF 00201736 16000026 METER DEP RFD	10/31/16	253990	40.00-

HODGES, TYLER				
Sum				40.00-
00011 HOLDER, ALISON	METER DEP RF 00201736 16000040 METER DEP RFD	10/31/16	253992	75.00-

HOLDER, ALISON				
Sum				75.00-
00011 HOUSE OF STYLE	METER DEP RF 00201736 16000025 METER DEP RFD	10/31/16	253994	6.88-

HOUSE OF STYLE				
Sum				6.88-
00011 JEFF MARTIN PROPERTIES L	METER DEP RF 00201736 16000048 METER DEP RFD	10/31/16	254005	26.00-

JEFF MARTIN PROPERTIES L				
Sum				26.00-
00011 KEASTER'S BARBEQUE	METER DEP RF 00201736 16000033 METER DEP RFD	10/31/16	254012	100.00-

KEASTER'S BARBEQUE				
Sum				100.00-
00011 LONDON & STETELMAN COMME	METER DEP RF 00201736 16000047 METER DEP RFD	10/31/16	254024	26.00-

LONDON & STETELMAN COMME				
Sum				26.00-
00011 LONDON AND STETELMAN	METER DEP RF 00201736 16000042 METER DEP RFD	10/31/16	254025	75.00-

LONDON AND STETELMAN				
Sum				75.00-
00011 LONDON AND STETELMAN REA	WTR OVRPMT R 00201738 16000017 WTR OVRPMT RFD	10/31/16	254026	242.72-
00011 LONDON AND STETELMAN REA	METER DEP RF 00201736 16000043 METER DEP RFD	10/31/16	254026	75.00-

LONDON AND STETELMAN REA				
Sum				317.72-
00011 MAIN STREET TAX SERVICE	METER DEP RF 00201764 16000052 METER DEP RFD	10/31/16	254030	40.00-

MAIN STREET TAX SERVICE				
Sum				40.00-
00011 MANHEIM-MS AUTO AUCTION	WTR OVRPYMT 00201762 16000050 WATER OVERPAYMENT REFUND	10/31/16	254031	150.00-

MANHEIM-MS AUTO AUCTION				
Sum				150.00-

00011 MCCORMICK, DANIEL R	WTR OVRPMT R 00201738 16000018 WTR OVRPMT RFD	10/31/16	254034	75.00-
MCCORMICK, DANIEL R				-----
Sum				75.00-
00011 MCQUEEN, AMY1	METER DEP RF 00201736 16000049 METER DEP RFD	10/31/16	254037	75.00-
MCQUEEN, AMY1				-----
Sum				75.00-
00011 MORGAN SARAH	METER DEP RF 00201736 16000037 METER DEP RFD	10/31/16	254040	75.00-
MORGAN SARAH				-----
Sum				75.00-
00011 MUMFORD, UNGALIA	METER DEP RF 00201736 16000036 METER DEP RFD	10/31/16	254055	26.00-
MUMFORD, UNGALIA				-----
Sum				26.00-
00011 PICO, JENNIFER R	METER DEP RF 00201736 16000032 METER DEP RFD	10/31/16	254072	19.44-
PICO, JENNIFER R				-----
Sum				19.44-
00011 PINE CREEK 15	METER DEP RF 00201764 16000054 METER DEP RFD	10/31/16	254077	40.00-
PINE CREEK 15				-----
Sum				40.00-
00011 ROBINSON, ALEXANDRA M	METER DEP RF 00201736 16000035 METER DEP RFD	10/31/16	254088	75.00-
ROBINSON, ALEXANDRA M				-----
Sum				75.00-
00011 ROGERS AND WILLARD INC	METER DEP RF 00201736 16000045 METER DEP RFD	10/31/16	254089	75.00-
ROGERS AND WILLARD INC				-----
Sum				75.00-
00011 SCOLLARD, ANDREW	METER DEP RF 00201736 16000038 METER DEP RFD	10/31/16	254094	75.00-
SCOLLARD, ANDREW				-----
Sum				75.00-
00011 SHER MACKENZIE	METER DEP RF 00201736 16000031 METER DEP RFD	10/31/16	254095	16.32-
SHER MACKENZIE				-----
Sum				16.32-
00011 SOUTHERN PINE THRIFT	METER DEP RF 00201736 16000041 METER DEP RFD	10/31/16	254105	41.88-
SOUTHERN PINE THRIFT				-----
Sum				41.88-
00011 STEPHENS, KIMBERLY C	WTR OVRPMT R 00201763 16000051 WTR OVRPMT RFD	10/31/16	254112	72.06-
STEPHENS, KIMBERLY C				-----
Sum				72.06-

00011 TAMKIN, VIVIAN	METER DEP RF 00201736 16000046 METER DEP RFD	10/31/16	254115	33.32-

TAMKIN, VIVIAN				33.32-
Sum				16.32-
00011 THOMAS, ALFORD PHILIP	METER DEP RF 00201764 16000055 METER DEP RFD	10/31/16	254118	16.32-

THOMAS, ALFORD PHILIP				16.32-
Sum				31.32-
00011 WARE, ALBERT	METER DEP RF 00201764 16000068 METER DEP RFD	10/31/16	254142	31.32-

WARE, ALBERT				31.32-
Sum				20.00-
00011 WELDON, F E	METER DEP RF 00201736 16000021 METER DEP RFD	10/31/16	254147	20.00-

WELDON, F E				20.00-
Sum				16.32-
00011 WILKINS, NARSETT	METER DEP RF 00201736 16000034 METER DEP RFD	10/31/16	254148	16.32-

WILKINS, NARSETT				16.32-
Sum				40.00-
00011 WILSON, DREW	METER DEP RF 00201736 16000023 METER DEP RFD	10/31/16	254151	40.00-

WILSON, DREW				40.00-
Sum				26.00-
00011 WILSON, THOMAS E	METER DEP RF 00201764 16000067 METER DEP RFD	10/31/16	254152	26.00-

WILSON, THOMAS E				26.00-
Sum				2,650.88-

Sum				

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TAX COLLECTOR'S FUND

00027 H'BURG PUBLIC SCHOOLS

10/16 MILLAG 00201750 16000009 10/16 MILLAGE DIST 11/16

10/25/16

311150

106,194.00-

00027 H'BURG PUBLIC SCHOOLS

10/16 MILLAG 00201750 16000010 10/16 MILLAGE DIST 11/16

10/25/16

311151

13,767.27-

H'BURG PUBLIC SCHOOLS

Sum

119,961.27-

Sum

119,961.27-

CITY OF HATTIESBURG

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MASS TRANSIT FUND							
00073 BOLTON, SHARON	10/16	00201746	16000028	PETTY CASH FOR NEW F/Y	10/19/16	111281	100.00-
BOLTON, SHARON							
Sum							100.00-
00073 C SPIRE WIRELESS (CELLUL	9/23-10/22/1	00201765	16000042	CELL SERV 10/16 MASS TRANSIT	10/31/16	253897	107.77-
C SPIRE WIRELESS (CELLUL							
Sum							107.77-
00073 CARQUEST AUTO PARTS STOR	14758-77988	00164918	16000034	REPR PTS PARATRANSIT BUSES	10/31/16	253904	88.44-
00073 CARQUEST AUTO PARTS STOR	14758-78379	00165150	16000039	REPR PTS U#18573/STOCK	10/31/16	253904	88.44-
CARQUEST AUTO PARTS STOR							
Sum							176.88-
00073 CITY OF HATTIESBURG FUND	TRF 2ND 10/1	00201752	16000032	TRF 2ND 10/16 PAYROLL	10/25/16	111287	29,471.50-
CITY OF HATTIESBURG FUND							
Sum							29,471.50-
00073 CUMMINS MID SOUTH LLC	003-79226	00164848	16000031	VARIL FILTERS U316234	10/31/16	253929	5,455.56-
CUMMINS MID SOUTH LLC							
Sum							5,455.56-
00073 EMPIRE TRUCK SALES (H'BU	RE006024210:	00165149	16000040	REPRS U#16234	10/31/16	253949	989.57-
EMPIRE TRUCK SALES (H'BU							
Sum							989.57-
00073 G & K SERVICES	1035759209	00165049	16000015	UNIFORMS 9/05 DRIVERS	10/31/16	253969	63.90-
00073 G & K SERVICES	1035761442	00165049	16000016	UNIFORMS 9/12 DRIVERS	10/31/16	253969	42.90-
00073 G & K SERVICES	1035763659	00165049	16000017	UNIFORMS 9/19 DRIVERS	10/31/16	253969	42.90-
00073 G & K SERVICES	1035765899	00165049	16000018	UNIFORMS 9/26 DRIVERS	10/31/16	253969	42.90-
00073 G & K SERVICES	1035759207	00165050	16000019	UNIFORMS 9/05 MECHANICS	10/31/16	253969	7.80-
00073 G & K SERVICES	1035761440	00165050	16000020	UNIFORMS 9/12 MECHANICS	10/31/16	253969	7.80-
00073 G & K SERVICES	1035763657	00165050	16000021	UNIFORMS 9/19 MECHANICS	10/31/16	253969	7.80-
00073 G & K SERVICES	1035765897	00165050	16000022	UNIFORMS 9/26 MECHANICS	10/31/16	253969	7.80-
00073 G & K SERVICES	1035759208	00165048	16000023	MATS 9/05	10/31/16	253969	5.10-
00073 G & K SERVICES	1035761441	00165048	16000024	MATS 9/12	10/31/16	253969	5.10-
00073 G & K SERVICES	1035763658	00165048	16000025	MATS 9/19	10/31/16	253969	5.10-
00073 G & K SERVICES	1035765898	00165048	16000026	MATS 9/26	10/31/16	253969	5.10-
G & K SERVICES							
Sum							244.20-
00073 HOME DEPOT	2972577	00164601	16000030	HAND TOOLS FOR SHOP	10/31/16	253993	118.97-
HOME DEPOT							
Sum							118.97-
00073 JERRY'S AUTOMOTIVE REPAI	17980	00164378	16000027	REPRS U#19535 BUS	10/31/16	254006	192.30-

00073 JERRY'S AUTOMOTIVE REPAI 18050	00164849 16000036 REPRS U#16760 BUS	10/31/16	254006	90.00-
JERRY'S AUTOMOTIVE REPAI				-----

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WATER&SEWER CONSTRUCTION FUND

00075 DNA UNDERGROUND, LLC

EST#6

00165044

16000008

CONSTR 2015 WTR SYS IMPRVMNTS

10/31/16

253941

41,301.88-

DNA UNDERGROUND, LLC

Sum

00075 JACKSON & ARRINGTON (LEG 60634

00165103

16000010

SRVS WWTF ACCESS

10/31/16

254003

41,301.88-

37.50-

JACKSON & ARRINGTON (LEG

Sum

00075 UTILITY SERVICE CO INC

6248 10/01/1

00165052

16000009

QUARTERLY TANK INSPECTIONS

10/31/16

254133

37.50-

42,903.23-

UTILITY SERVICE CO INC

Sum

42,903.23-

Sum

84,242.61-

CITY OF HATTIESBURG

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COMMUNITY CENTERS' FUND							
00077 ANTIOCH BAPTIST CHURCH (	SHERRILL CEN	00201753	16000036	DAMAGE DEPOSIT REFUND	10/31/16	253877	100.00-

ANTIOCH BAPTIST CHURCH (							100.00-
Sum							135.95-
00077 AUTO ARMATURE SERVICE IN	07058	00164837	16000023	BATTERY U#12045	10/31/16	253880	135.95-

AUTO ARMATURE SERVICE IN							135.95-
Sum							100.00-
00077 BROUSSARD, MONIQUE (REFU	SIGLER CENTE	00201753	16000034	DAMAGE DEPOSIT REFUND	10/31/16	253893	100.00-

BROUSSARD, MONIQUE (REFU							100.00-
Sum							51.83-
00077 C SPIRE WIRELESS (CELLUL	9/23-10/22/1	00201765	16000038	CELL SERV 10/16 COMM CNTRS	10/31/16	253897	51.83-

C SPIRE WIRELESS (CELLUL							51.83-
Sum							100.00-
00077 CARTER, CHARLES (REFUND)	SHERRILL CEN	00201753	16000033	DAMAGE DEPOSIT REFUND	10/31/16	253905	100.00-

CARTER, CHARLES (REFUND)							100.00-
Sum							22,467.12-
00077 CITY OF HATTIESBURG FUND	TRF 2ND 10/1	00201752	16000025	TRF 2ND 10/16 PAYROLL	10/25/16	311148	22,467.12-

CITY OF HATTIESBURG FUND							22,467.12-
Sum							100.00-
00077 DONALDSON, YVONNE (REFUN	CE ROY CENTE	00201753	16000032	DAMAGE DEPOSIT REFUND	10/31/16	253942	100.00-

DONALDSON, YVONNE (REFUN							100.00-
Sum							1,400.00-
00077 ENVIRONMENTAL SERVICES L	200MI16	00164730	16000024	AIR/MOLD TEST SHERRILL 2ND FL	10/31/16	253950	1,400.00-

ENVIRONMENTAL SERVICES L							1,400.00-
Sum							250.00-
00077 GRIEVING PARENTS SUPPORT	CULTURAL CEN	00201753	16000031	DAMAGE DEPOSIT REFUND	10/31/16	253975	250.00-

GRIEVING PARENTS SUPPORT							250.00-
Sum							100.00-
00077 HOUZE, LECIA (REFUND)	CE ROY CENTE	00201753	16000030	DAMAGE DEPOSIT REFUND	10/31/16	253995	100.00-

HOUZE, LECIA (REFUND)							100.00-
Sum							100.00-
00077 KING, JENNIFER (REFUND)	SIGLER CENTE	00201753	16000027	DAMAGE DEPOSIT REFUND	10/31/16	254015	100.00-

KING, JENNIFER (REFUND)							100.00-
Sum							100.00-

00077 MS POWER COMPANY	10/16 COMM C 00020172 16000026 MNTHLY ELEC-COMM CNTRS	10/31/16	254051	3,229.60-

MS POWER COMPANY				3,229.60-
Sum				100.00-
00077 NIX, HOPE (REFUNDS)	CE ROY CENTE 00201753 16000037 DAMAGE DEPOSIT REFUND	10/31/16	254063	100.00-

NIX, HOPE (REFUNDS)				100.00-
Sum				400.00-
00077 SAUCIER, ADAM (REFUND)	SHERRILL CEN 00201753 16000028 DAMAGE DEPOSIT REFUND	10/31/16	254093	400.00-

SAUCIER, ADAM (REFUND)				400.00-
Sum				100.00-
00077 SOUTHERN CHRISTIAN SERVI	SHERRILL CEN 00201753 16000035 DAMAGE DEPOSIT REFUND	10/31/16	254100	100.00-

SOUTHERN CHRISTIAN SERVI				100.00-
Sum				250.00-
00077 SPENCER, SAMANTHA (REFUN	CULTURAL CEN 00201753 16000029 DAMAGE DEPOSIT REFUND	10/31/16	254109	250.00-

SPENCER, SAMANTHA (REFUN				250.00-
Sum				250.00-

Sum				28,984.50-

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SPECIAL SALES TAX-T&A

00107 H'BURG CONVENTION COMMIS FOOD/BEVERAG 00201742 16000002 FOOD/BEVERAGE TAX 9/16

10/19/16

111283

385,362.72-

H'BURG CONVENTION COMMIS

Sum

385,362.72-

00107 H'BURG TOURISM COMMISSIO MOTEL SALES 00201743 16000001 MOTEL SALES TAX 9/16

10/19/16

111282

53,675.97-

H'BURG TOURISM COMMISSIO

Sum

53,675.97-

Sum

439,038.69-

Grand Total Level

Sum

3,252,310.56-