# City of Hattiesburg, MS

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

# Meeting Agenda

**Tuesday, November 8, 2016**

**5:00 PM**

**Council Chambers**

## City Council

## I. Call to Order

## II. Call to Prayer and Pledge of Allegiance

## III. Agenda Order

## IV. Approval of Minutes *for the October 3, 4, 17 and 18, 2016, City Council meetings.*

## V. PRESENTATION AGENDA

## VI. POLICY AGENDA

**VI.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

**VI.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

**VI.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

**VI.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

**VI.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

**VI.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

**VI.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

**VI.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

**VI.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

**VI.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

**VI.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 Settlment

**VI.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

## VII. ROUTINE AGENDA

**VII.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

**VII.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

**VII.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

**VII.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

**VII.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

**VII.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

**VII.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

**VII.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

**VII.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

**VII.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

**VII.11. 2016-46** Authorize and approve HOME Program claims. {Entitlement}

1. Memorandum for HOME Program Claims

**VII.12. 2016-50** Approve the claims docket for the period ending October 31, 2016.

1. Docket 16.10-31

# City of Hattiesburg, MS

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

**FILE NUMBER:** 2016-16 **MEETING DATE:** 11/08/2016 **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:** Tammy Leggett

**In Control:** City Council

**Reference:**

**Attachments:** Purchase of Service Weapon - Major Billy Lane

**File Created:** 10/31/2016

**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,

Shannon Harris

Shannon Harris

# City of Hattiesburg, MS

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

**FILE NUMBER:** 2016-18 **MEETING DATE:** 11/08/2016 **MINUTE BOOK NUMBER:**

**Brief Title:** Resolution - 2003 Lincoln LS VIN # 1LNHM87A53Y65492

**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:** Tammy Leggett

**In Control:** City Council

**Reference:**

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

**File Created:** 10/31/2016

**Budget Information:**

**Expenditure Type:**

**Purchasing Item:**

**Publication Information:**

**History of Legislative File**

INTER-DEPARMENTAL COMMUNICATIONS

HATTIESBURG POLICE DEPARMENT
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

Shannon Harris

E459452-02

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:** | **APPROXIMATE VALUE:** |
|---|---|
| One (1) 2002 Lincoln LS,<br>VIN: 1LNHM87A53Y654952 | $ 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 exits, 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.

Mary B. Taylor
Notary Public

MARY B. TAYLOR, FORREST COUNTY, MS
NOTARY PUBLIC
My Commission Expires
August 14, 2010

My Commission Expires: _____

176476

Form 78-002-07-7-1-000 (Rev. 04/07)

780020771000

# STATE TAX COMMISSION

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

Title 5.00

## APPLICATION FOR CERTIFICATE OF TITLE

ENTER COMPLETE MISSISSIPPI TITLE NO. E459657-02
9 DIGITS EXAMPLE 1 2 3 4 5 6 7-01

TITLE TYPE: ORIGINAL (O) [ ] First Miss. Title. Attach M.C.O, or other state title.
CORRECTION (C) [ ] Attach Miss. Title
TRANSFER (T) [X] Attach Miss. Title
LIEN CHANGE (L) [ ] Attach Miss. Title

VEHICLE TYPE: PASS. (1) [X] TRK. TRACTOR (2) [ ] AMB. (3) [ ] TRK. (4) [ ] BUS (5) [ ] PVT. TLR. (6) [ ] MOTORCYCLE (7) [ ] MOTOR HOME CAB (8) [ ] TRK.TLR. (9) [ ]
HAIL (H) [ ] FLOOD (F) [ ] SALVAGE (S) [ ] REBUILT (R) [ ] OTHER [ ]

| YEAR | MAKE | MODEL/SERIES | CYL | NO. PASS OR GVW | BODY TYPE | COLOR | NEW | USED | FUEL | VEHICLE IDENTIFICATION NO. (VIN) | ODOMETER CODE EXAMPLE 00-123456 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 03 | LINC | LS | 08 | 000 | 4D | TAN | X | | G | 1LNHM87A53Y654952 | 130426 ~~12128870~~ |

CODE: 00-ACTUAL 11-EXCEEDS LIMIT 12-NOT ACTUAL-DISCREPANCY

FROM WHOM PURCHASED (NAME): DECLARATION OF FORFEITURE
STREET / APT. / P.O. BOX /
CITY | STATE | ZIP CODE
PREVIOUS TITLE NO. | TITLING STATE | TAG NO. | EXP.YR.

OWNER(S) LAST NAME, FIRST, INITIAL (&; &/OR; OR) FIRST, INITIAL: HATTIESBURG POLICE DEPARTMENT
STREET / APT. / P.O. BOX /: 1 GOVERNMENT PLAZA
CITY: HATTIESBURG | STATE: MS | ZIP CODE: 39401 0000
CO. CODE: 180 | DATE OF PURCHASE MO. DAY YR.: 03/29/10 | TRADE IN YES [ ] NO [ ] | PURCHASED OUT OF STATE YES [ ] NO [ ]

1st LIENHOLDER NAME: NONE
STREET ADDRESS
CITY | STATE | ZIP CODE
LIENHOLDER NUMBER Contact Lienholder & get this
DATE OF LIEN MO. DAY YR.

2nd LIENHOLDER NAME
STREET ADDRESS
CITY | STATE | ZIP CODE
LIENHOLDER NUMBER Contact Lienholder & get this
DATE OF LIEN MO. DAY YR.

NAME OF SELLER _____ BY _____ AUTHORIZED SIGNATURE

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(c)(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) — 900000018 DRIVER'S LICENSE NUMBER

JOINT OWNER'S SIGNATURE _____ (PERSONALLY SIGNED IN INK BY OWNER OR AUTHORIZED REPRESENTATIVE) (IF THERE IS NO JOINT OWNER LEAVE THIS LINE BLANK) — 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. Parks — 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 _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

2ND LIEN _____ (LIENHOLDER) BY _____ (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

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 Hamson 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

FORREST COUNTY CIRCUIT CLERK

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

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 |
|---|---|---|---|---|---|
| 1LNHM87A53Y654952 | 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 LIENHOLDER (OR OWNER IF NO LIEN)

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

DATE:

MONTH | DAY | YEAR

2ND LIENHOLDER

DATE:

MONTH | DAY | YEAR

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIENS, ON THE MOTOR VEHICLE DESCRIBED THEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF

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

THIS _____ DAY OF _____ 20 _____

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

THIS _____ DAY OF _____ 20 _____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 01 DAY OF MARCH 20 10

10060045001 00819

CONTROL NUMBER

STATE TAX COMMISSION

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.** 2010-0396

**STATE OF MISSISSIPPI,**
**EX REL HATTIESBURG POLICE DEPT.** **RESPONDENT**

FORREST COUNTY CIRCUIT CLERK

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

**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)

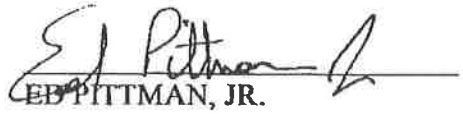
Filed By:
Law Offices of Ed Pittman, Jr.
5295 Old Highway 11, Suite 3
Hattiesburg, MS 39402
Telephone: (601) 271-2713
Facsimile: (601) 271-2133

## 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 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:** | **VIN:** | **Make/Model:** |
|---|---|---|
| 2003 | 1LNHM87A53Y65492 | 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 statues.

**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:** 11/08/2016 **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:** Marie Harris

**In Control:** City Council

**Reference:**

**Attachments:** 2013 Bond Resolution No. 59

**File Created:** 11/01/2016

**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

EXHIBIT A

# PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

**REQUISITION NO.:** **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.<br>P.O. Drawer 825<br>1014 HWY 98 East<br>Columbia, MS 39429 | 105695.7245.27 | $ | 14,250.00 | Pay App 7 | 1500 GPM Water Well @ Plant 1<br>Period: September 21 - October 20, 2016<br>MB 2016-54 |
| 2 | T.L. Wallace<br>4025 HWY 35 North<br>Columbia, MS 39429 | 105695.7245.52 | $ | 7,359.67 | Pay Est. 11 | Water Improvements Ph III<br>Period: August 27 - September 23, 2016<br>MB 2015-241 |
| 3 | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>Hattiesburg, MS 39401 | 105695.7245.09 | $ | 7,725.00 | 19346 | Wesley WTP Well<br>Period: September 24 - October 22, 2016<br>MB 2011-4/89-110<br>SDW #1273-W006 |
| 4 | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>Hattiesburg, MS 39401 | 105695.6015 | $ | 7,600.40 | 19369 | Sewer Rate Study 2016<br>Period: September 24 - October 22, 2016<br>MB 2016-56<br>SDW #11231 |
| 5 | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>Hattiesburg, MS 39401 | 105695.6015 | $ | 8,842.40 | 19368 | Water Rate Study 2016<br>Period: September 24 - October 22, 2016<br>MB 2016-56<br>SDW #11230 |

EXHIBIT A

| Item # | Payee Name & Address | Budget Line Item | | Payment Amount | Invoice # | Purpose of Payment |
|---|---|---|---|---|---|---|
| 6 | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>Hattiesburg, MS 39401 | 105695.7220.51 | $ | 6,400.00 | 19353 | Water Ph IV - Misc.<br>Period: September 24 - October 22, 2016<br>MB 2011-4/89-110<br>SDW #1273-W009 |
| 7 | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>Hattiesburg, MS 39401 | 105695.6015 | $ | 2,557.50 | 19338 | 1500 GPM Water Well @ Plant 1<br>Period: September 24 - October 22, 2016<br>MB 2011-4/89-110<br>SDW #1273-W012 |
| 8 | Shows, Dearman, Waits, Inc<br>301 Second Ave<br>Hattiesburg, MS 39403-1711 | 105695.7245.11 | $ | 2,000.00 | 19337 | Water Line Ext on Old 98 and Runnels<br>Period: September 24 - October 22, 2016<br>MB: 2011-4/89-110<br>SDW #1273-W011 |
| 9 | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>Hattiesburg, MS 39401 | 105695.7245.52 | $ | 6,090.00 | 19336 | Water Ph III - Mobile & Bouie<br>Period: September 24 - October 22, 2016<br>MB 2011-4/89-110<br>SDW #1273-W008 |
| 10 | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>Hattiesburg, MS 39401 | 105695.7220.54 | $ | 2,330.00 | 19335 | Sewer Improvements Ph V<br>Period: September 24 - October 22, 2016<br>MB 2012-1/413<br>SDW #1273-S005 |
| | | | $ | 65,154.97 | | |

# Contractor's Application for Payment No. 7

GRINER DRILLING SERVICE INC.

| | | |
|---|---|---|
| | Application Period: 09/21/2016 - 10/20/2016 | Application Date: 10/20/2016 |
| To: (Owner) City of Hattiesburg (006003) | From: (Contractor) Griner Drilling Service, Inc. P.O. Drawer 825, 1014 Highway 98 East Columbia, MS 39429 | Via (Engineer): SDW - Engineering Progress Attn: Kyle D. Wallace, P.E. 301 Second Avenue, Hattiesburg, MS 39401 |
| 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 | Engineer Project No.: N/A |

**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 (Column F on Progress Estimate) | $ | $448,000.00 |
| 5. RETAINAGE: | | |
| a. 5% X $448,000.00 Work Completed | $ | $22,400.00 |
| b. X Stored Material | $ | |
| 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 G 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
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) 10/24/16 (Date)

Payment of: $ $14,250.00
(Line 8 or other - attach explanation of the other amount)

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

Approved by: _____ Funding Agency (if applicable) _____ (Date)

105695.7245.27
2016-54

# Progress Estimate - Unit Price Work

# Contractor's Application

| | | | |
|---|---|---|---|
| For (Contract): | 1500 GPM Water Well at Plant No. 1 | Application Number: | 7 |
| Application Period: | 09/21/2016 - 10/20/2016 | Application Date: | 10/20/2016 |

| A | | | | B | C | D | E | F | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Item | | | | | | | | | | |
| Bid Item No. | Description | Bid Item Quantity | Unit Price | Bid Item Value ($) | Estimated Quantity Installed | Value of Work Installed to Date | Materials Presently Stored (not in C) | Total Completed and Stored to Date (D + E) | % (F / B) | Balance to Finish (B - F) |
| 1 | Test Hole (Approximately 800' Deep) | 1 | $80,000.00 | $80,000.00 | 1 | $80,000.00 | | $80,000.00 | 100.0% | |
| 2 | 16"x12" 1500 GPM Water Well (Approximately 800' Deep) | 1 | $299,500.00 | $299,500.00 | 1 | $299,500.00 | | $299,500.00 | 100.0% | |
| 3 | 12" Master Waler Meter | 1 | $2,500.00 | $2,500.00 | 1 | $2,500.00 | | $2,500.00 | 100.0% | |
| 4 | Yard Piping | 1 | $20,000.00 | $20,000.00 | 1 | $20,000.00 | | $20,000.00 | 100.0% | |
| 5 | Electrical Work | 1 | $15,000.00 | $15,000.00 | 1 | $15,000.00 | | $15,000.00 | 100.0% | |
| 6 | Well Controls | 1 | $30,000.00 | $30,000.00 | 1 | $30,000.00 | | $30,000.00 | 100.0% | |
| 7 | Erosion Control | 1 | $1,000.00 | $1,000.00 | 1 | $1,000.00 | | $1,000.00 | 100.0% | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | **Totals** | | | **$448,000.00** | | **$448,000.00** | | **$448,000.00** | **100.00%** | |

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

Date: 10-11-2016

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)

Pay Period: August 27 - September 23, 2016

| Item No. | Item Description | Total Quantities: Quantity On Contract | Allowed This Period | Allowed To Date | Unit | Unit Price | Amount |
|---|---|---|---|---|---|---|---|
| | | | | | | CONTRACT TOTAL: | $1,722,687.00 |
| | **Site 1 - Columbia, Eupora, Lake, Phillipps & W 5th Streets** | | | | | | $182,725.00 |
| | **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") | 215 | | 127.00 | LF | $ 24.00 | $ 3,048.00 |
| 14 | Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc) | 21 | | 22.00 | Each | $ 285.00 | $ 6,270.00 |
| 15 | 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** | | | | | | **$63,522.00** |
| | **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 |



1056015.7245.52
2015-241

| Item No. | Item Description | Total Quantities: Quantity On Contract | Allowed This Period | Allowed To Date | Unit | Unit 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") | 70 | | 40.00 | LF | $ 24.00 | $ 960.00 |
| 6 | Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc) | 3 | | 3.00 | Each | $ 285.00 | $ 855.00 |
| | **Miscellaneous Construction Items** | | | | | | |
| 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: Quantity On Contract | Allowed This Period | Allowed To Date | Unit | Unit 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") | 1,240 | | 1015.00 | LF | $ 24.00 | $ 24,360.00 |
| 27 | Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc) | 56 | | 59.00 | Each | $ 275.00 | $ 16,225.00 |
| 28 | Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc) | 2 | | | Each | $ 1,000.00 | $ - |
| 29 | Residential Meter (Incl: Meter, Meter Box, City Fees, etc) | 6 | | 1.00 | Each | $ 433.00 | $ 433.00 |
| | **Miscellaneous Construction Items** | | | | | | |
| 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") | 640 | | 444.00 | LF | $ 24.00 | $ 10,656.00 |
| 12 | Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc) | 25 | | 27.00 | Each | $ 290.00 | $ 7,830.00 |
| 13 | Residential Meter (Incl: Meter, Meter Box, City Fees, etc) | 1 | | | Each | $ 435.00 | $ - |

| Item No. | Item Description | Total Quantities: Quantity On Contract | Allowed This Period | Allowed To Date | Unit | Unit 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 8" 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: Quantity On Contract | Allowed This Period | Allowed To Date | Unit | Unit 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") | 755 | | 526.00 | LF | $ 24.00 | $ 12,624.00 |
| 20 | Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc) | 40 | | 36.00 | Each | $ 290.00 | $ 10,440.00 |
| 21 | 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 |
| | | | | | | Sut-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") | 80 | | 72.00 | LF | $ 24.00 | $ 1,728.00 |
| 8 | Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc) | 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: Quantity On Contract | Allowed This Period | Allowed To Date | Unit | Unit 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") | 60 | 82.00 | 128.00 | LF | $ 24.00 | $ 3,072.00 |
| 11 | Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc) | 9 | 4.00 | 5.00 | Each | $ 285.00 | $ 1,425.00 |
| | **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 | 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: Quantity On Contract | Allowed This Period | Allowed To Date | Unit | Unit Price | Amount |
|---|---|---|---|---|---|---|---|
| 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 |

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

| | |
|---|---|
| **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 |

**CERTIFIED CORRECT:**
**Shows, Dearman & Waits, Inc.**

**Project Engineer**

**APPROVED:**

**OWNER**

sdw
Engineering Progress

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 | 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.

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

105695.7245.09
2011-4/89-110 LL

Engineering Progress

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 Waits, Inc. Thank you.

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

105695.6015
2016-56

LR

sdw Engineering Progress

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.

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

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2016-56

LR

sdw Engineering Progress

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** | | | | **6,400.00** |
| | | **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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2011-4189-110

sdw Engineering Progress

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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sdw Engineering Progress

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**

| | Hours | Rate | Amount | |
|---|---|---|---|---|
| ENGINEERING INTERN | | | | |
| Joseph, Marcelin | 5.00 | 100.00 | 500.00 | |
| PROJECT ENGINEER | | | | |
| Wallace, Kyle | 10.00 | 150.00 | 1,500.00 | |
| Totals | 15.00 | | 2,000.00 | |
| **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.

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

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sdw
Engineering Progress

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 & Bouie

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

Phase CM Mobile & Bouie - Construction Phase Svc

**Professional Personnel**

| | Hours | Rate | Amount | |
|---|---|---|---|---|
| CONSTRUCTION OBSERVER | | | | |
| Jackson, Terry | 49.00 | 85.00 | 4,165.00 | |
| FIELD CREW | | | | |
| Crew, Field | 7.50 | 175.00 | 1,312.50 | |
| PROJECT ENGINEER | | | | |
| Wallace, Kyle | 3.50 | 175.00 | 612.50 | |
| Totals | 60.00 | | 6,090.00 | |
| **Total Labor** | | | | **6,090.00** |
| | | **Total this Phase** | | **$6,090.00** |
| | | **Total this Invoice** | | **$6,090.00** |

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

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sdw Engineering Progress

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** | | | | **2,330.00** |
| | | **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

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2012-1/413

**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:** 11/08/2016 **MINUTE BOOK NUMBER:**

**Brief Title:** Energy Performance Disbursement 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:** Marie Harris

**In Control:** City Council

**Reference:**

**Attachments:** Energy Performance Disbursement 9

**File Created:** 11/01/2016

**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.<br>JPM Chase<br>One Bank Plaza<br>Chicago, IL 60 670<br>ABA# 071000013<br>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*



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:
[X] OWNER
[ ] ARCHITECT
[ ] CONTRACTOR
[ ]
[ ]

FROM CONTRACTOR:
JOHNSON CONTROLS, INC
South Region PC Branch
3021 W. Bend Drive

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.

| | | | |
|---|---|---|---|
| 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 DATE (Column G on G703) | | $ | 6,145,371 |
| 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 |
| | | | 0 |
| | | | 0 |
| 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 | |

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

CONTRACTOR: Johnson Controls, Inc.

By: Derland Moore II Date: 10/27/2016

## 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.)*
Owner:

By: _____ Date: _____

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



Please reference our invoice number and amount with your payment. Send only to the address on this invoice.

## CONTINUATION SHEET

*AIA DOCUMENT G703*

AIA Document G703, APPLICATION AND CERTIFICATION 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

JCI PROJECT NO. 3PYQ-0016

APPLICATION NO: 9
APPLICATION DATE 27-Oct-16
PERIOD TO: 31-Oct-16

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| ITEM NO | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED FROM PREVIOUS APPLICATION (D + E) | WORK COMPLETED 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 (IF VARIABLE RATE) |
| | **General Fund** | | | | | | | | |
| 1 | **Lighting Upgrade** | $ 1,186,211 | $987,757 | 45,669 | $0 | $1,033,426 | 87% | $152,785 | $0 |
| 2 | **Energy Management Control System** | $ 470,334 | $415,594 | 18,108 | $0 | $433,702 | 92% | $36,632 | $0 |
| 3 | **Small Unitary Equipment Replacement** | $ 362,896 | $359,367 | 0 | $0 | $359,367 | 99% | $3,529 | $0 |
| 4 | **City Hall HVAC Upgrade** | $ 593,004 | $391,868 | 15,000 | $0 | $406,868 | 69% | $186,136 | $0 |
| 5 | **Jackie Doyle HVAC Upgrade** | $ 102,285 | $102,285 | 0 | $0 | $102,285 | 100% | $0 | $0 |
| 6 | **Solar Photo-Voltaic System** | $ 33,901 | $33,901 | 0 | $0 | $33,901 | 100% | $0 | $0 |
| | | | | | | | | | |
| | **Enterprise Fund** | | | | | | | | |
| 7 | **Lighting Upgrade** | $ 394,328 | $313,546 | 0 | $0 | $313,546 | 80% | $80,782 | $0 |
| 8 | **Energy Management Control System** | $ 33,262 | $28,904 | 0 | $0 | $28,904 | 87% | $4,358 | $0 |
| 9 | **Boiler Replacement** | $ 144,945 | $100,416 | 0 | $0 | $100,416 | 69% | $44,529 | $0 |
| 10 | **Water Treatment Plant Control Upgrade** | $ 1,240,751 | $1,001,118 | 53,392 | $0 | $1,054,510 | 85% | $186,241 | $0 |
| 11 | **Lift Station Control Upgrade** | $ 1,409,975 | $1,097,883 | 97,353 | $0 | $1,195,236 | 85% | $214,739 | $0 |
| 12 | **Water Conservation Option** | $ 1,277,822 | $1,034,014 | 49,196 | $0 | $1,083,210 | 85% | $194,612 | $0 |
| | | | | | | | | | |
| | **GRAND TOTALS:** | **$7,249,714** | **$5,866,653** | **278,718** | **$0** | **$6,145,371** | **85%** | **$1,104,343** | **$0** |

AIA DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA® · © 1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292

Johnson Controls

# 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 |
|---|---|---|---|
| **Sanitation Office Facilities** | | | |
| LED Lighting (55) | | | |
| Energy Management Control System | | | |
| **Public Works Facilities (5 Bldgs)** | | | |
| LED Lighting (166) | | | |
| Energy Management Control System | | | |
| **Mass Transit Operations Building** | | | |
| LED Lighting (64) | | | |
| Energy Management Control System | | | |
| **Maintenance Shop, Traffic Control** | | | |
| LED Lighting (118) | | | |
| Energy Management Control System | | | |
| **LT. Ben McNair Recreation Center** | | | |
| LED Lighting (123) | | | |
| Energy Management Control System | | | |
| AC unit replacement (2x10 ton) | | | |
| **W. U. Bill Sigler Community Center** | | | |
| LED Lighting (69) | | | |
| Energy Management Control System | | | |
| **Kamper Park Facilities** | | | |
| LED Lighting (59) | | | |
| Energy Management Control System | | | |
| **Water Billing Office** | | | |
| LED Lighting (55) | | | |
| Energy Management Control System | | | |
| **San Antonio Street Socker Complex** | | | |
| LED Lighting (10) | | | |
| **Jaycee Park and Fields** | | | |
| LED Lighting (42) | | | |
| **Cameron Field with Buildings** | | | |
| LED Lighting (30) | | | |
| **Hattiesburg Employee Clinic** | | | |
| LED Lighting (23) | | | |
| Energy Management Control System | | | |
| **City Engineering Office** | | | |
| LED Lighting (92) | | | |
| Energy Management Control System | | | |
| HVAC upgrade (5 ton to 8 ton) | | | |
| Solar shades | | | |
| Solar panels | | | |
| Car charging station | | | |
| **Jackie Dole Sherrill Community Center** | | | |
| LED Lighting (374) | | | |
| Energy Management Control System | | | |
| HVAC upgrade (2x10 ton) | | | |
| Solar shades | | | |
| Weather stripping | | | |
| **Oseola McCarty Park Lighting / West Street Walking trail** | | | |
| LED Lighting (19) | | | |
| **Walking Trail (37th St) Beverly Hills / Leisure Park** | | | |
| LED Lighting (9) | | | |
| **Percy Charles Bailey Fitness and Walking Trail Restrooms / East Side Park Facilities** | | | |
| LED Lighting (34) | | | |
| **Bobby Chain Air Port Facilities** | | | |
| LED Lighting (193) | | | |
| **Police/Fire Training Building** | | | |
| LED Lighting (162) | | | |
| Energy Management Control System | | | |

| BLDG NAME / SITE | Completed | Ongoing | Have not started |
|---|---|---|---|
| **Fire Station #3** | | | |
| LED Lighting (46) | | | |
| Energy Management Control System | | | |
| **Peoples Park** | | | |
| LED Lighting (34) | | | |
| **Walking Trail (18th St)** | | | |
| LED Lighting (19) | | | |
| **Walking Trail (5th St)** | | | |
| LED Lighting (36) | | | |
| **C.E. Roy Community Center / 5th Street Bell Sanderford** | | | |
| LED Lighting (184) | | | |
| Energy Management Control System | | | |
| **WALK PARK WITH VERNAN DAHMER** | | | |
| LED Lighting (33) | | | |
| **Civic Center - Parking Garage** | | | |
| LED Lighting (22) | | | |
| **City Hall Building (Historic Building)** | | | |
| LED Lighting (548) | | | |
| Energy Management Control System | | | |
| HVAC upgrade | | | |
| Boiler Replacement | | | |
| Fluid Coolers Replacement | | | |
| Solar Shades | | | |
| Weather stripping | | | |
| **Fire Station #1 (New Facility)** | | | |
| LED Lighting (218) | | | |
| Energy Management Control System | | | |
| **Water Plant #1. 2 Bldgs & Pumps** | | | |
| LED Lighting (172) | | | |
| Energy Management Control System | | | |
| Water treatment plant controls upgrade | | | |
| **Highland Cemetery** | | | |
| LED Lighting (45) | | | |
| Energy Management Control System | | | |
| AC unit replacement (2 x 5 ton) | | | |
| **Fire Department Admn Bldg** | | | |
| LED Lighting (45) | | | |
| Energy Management Control System | | | |
| **Water Plant #2 Admn Bldg** | | | |
| LED Lighting (54) | | | |
| Energy Management Control System | | | |
| **Water Plant #2 Facilities. 4 Bldgs** | | | |
| LED Lighting (272) | | | |
| Boiler Replacement | | | |
| **Fire Station #2** | | | |
| LED Lighting (22) | | | |
| Energy Management Control System | | | |
| **Fire Station #4** | | | |
| LED Lighting (50) | | | |
| Energy Management Control System | | | |
| **Fire Station #5** | | | |
| LED Lighting (35) | | | |
| **Fire Station #6** | | | |
| LED Lighting (83) | | | |
| Energy Management Control System | | | |
| **City of Hattiesburg Municiple Water System** | | | |
| Leak-Detection Sensors | | | |

| BLDG NAME / SITE | Completed | Ongoing | Have not started |
|---|---|---|---|
| **Fire Station #7** | | | |
| LED Lighting (97) | | | |
| Energy Management Control System | | | |
| **Fire Station #8** | | | |
| LED Lighting (86) | | | |
| Energy Management Control System | | | |
| **Culture Center (Historic Building)** | | | |
| LED Lighting (135) | | | |
| Energy Management Control System | | | |
| **Hattiesburg Train Depot** | | | |
| LED Lighting (430) | | | |
| Energy Management Control System | | | |
| HVAC upgrade (2x15 ton, 1x7.5 ton, 1x20 ton) | | | |
| Weather stripping | | | |
| **Tatum Park Complex** | | | |
| LED Lighting (242) | | | |
| Energy Management Control System | | | |
| **Unetta Street Gym** | | | |
| LED Lighting (25) | | | |
| Energy Management Control System | | | |
| AC unit replacement | | | |
| **N.R. Burger Center** | | | |
| LED Lighting (173) | | | |
| Energy Management Control System | | | |
| **Timberton Complex** | | | |
| LED Lighting (76) | | | |
| Energy Management Control System | | | |
| **Arena Drive Water Tank** | | | |
| LED Lighting (1) | | | |
| **Duncan Lake: RESTROOMS ONLY** | | | |
| LED Lighting (4) | | | |
| **Forrest General Water Tank and Booster Station** | | | |
| LED Lighting (25) | | | |
| Energy Management Control System | | | |
| **LINCOLN RD EXTENSION / LINCOLN ROAD BOOSTER STATION** | | | |
| LED Lighting (9) | | | |
| **Lincoln Rd Tank** | | | |
| LED Lighting (4) | | | |
| **Lincoln Road Booster Station** | | | |
| LED Lighting (56) | | | |
| **North Lagoon Chlorine Bldg and Pump** | | | |
| LED Lighting (4) | | | |
| **RICHBURG ELEV. TANK; 40TH AVE** | | | |
| LED Lighting (16) | | | |
| **South Lagoon - Chlorine Bldg, East Laurel Lift Station, Burkett Lift** | | | |
| LED Lighting (4) | | | |
| **US Hwy 98 Water Tank & Booster Station** | | | |
| LED Lighting (4) | | | |
| **USM Tank - Storage used by USM under tank, Chlorine Bldg** | | | |
| LED Lighting (4) | | | |
| **Veteran's Memorial Park Facilities** | | | |
| LED Lighting (33) | | | |
| **W 4th St Well & Chlorine Bldg** | | | |
| LED Lighting (3) | | | |
| **Wesley Tank, Chlorine Bldg and Treatment Bldg** | | | |
| LED Lighting (17) | | | |

# City of Hattiesburg, MS

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

**FILE NUMBER:** 2016-49 **MEETING DATE:** 11/08/2016 **MINUTE BOOK NUMBER:**

**Brief Title:** Contract with Carr, Riggs, and Ingram for audit services for fiscal year ending September 30, 2016.

**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:** 11/03/2016

**Budget Information:**

**Expenditure Type:** Regular Budget.

**Purchasing Item:**

**Publication Information:**

**History of Legislative File**

CRI CARR RIGGS & INGRAM

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:

- 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.

- 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.

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.

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 annaul 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.

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: _____

EideBailly
CPAs & BUSINESS ADVISORS

**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

Eide Bailly LLP

# City of Hattiesburg, MS

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

**FILE NUMBER:** 2016-37 **MEETING DATE:** 11/08/2016 **MINUTE BOOK NUMBER:**

**Brief Title:** MDOT Certification - Executive Compensation Reporting

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

**Type:** Action Item

**Drafter:** Marie Harris

**In Control:** City Council

**Reference:**

**Attachments:** MDOT Certification Form for Sub-Awards

**File Created:** 11/01/2016

**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:** 11/08/2016 **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:** Anita Bratcher

**In Control:** City Council

**Reference:**

**Attachments:** Contract - Western Beltway Phase II

**File Created:** 11/02/2016

**Budget Information:**

**Expenditure Type:**

**Purchasing Item:**

**Publication Information:**

**History of Legislative File**

ESC
Rev. 08/28/94 (Base)
Rev. 05/12/16 (This form)

# 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***

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

P.E. #18912-MS

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. #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 Weeks

***John T. Weeks, P.E.***

ATTEST: Reni Culpepper

**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

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 them 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

| | CURRENT PERIOD | PREVIOUS ESTIMATE | TOTAL ALLOWED TO DATE |
|---|---|---|---|
| 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 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **Sub Total** | | 0.00 | 0.00 | 0.00 | 0.00 |
| Payroll Additives (minus FCCM) | | | 0.00 | 0.00 | 0.00 |
| **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 | | | 0.00 | 0.00 | 0.00 |
| **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 it's 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 an 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 of 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 bone 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., 2016.

***Shows, Dearman and Waits, Inc.***

BY: _____
***John T. Weeks, P.E.***

ATTEST: Olaina Anderson

My Commission Expires:
January 30, 2017

René R. Culpepper
Notary

STATE OF MISSISSIPPI
RENE R. CULPEPPER
NOTARY PUBLIC
ID No. 27393
Commission Expires
January 30, 2017
COVINGTON COUNTY

**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: _____ 9/29/16
Authorized Officer or Agent — Date

JOHN T. WEEKS, P.E. — VICE-PRESIDENT
Printed Name of Authorized Officer or Agent — Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 29th day of September, 20 16.

Rene Pulsepper
NOTARY PUBLIC
My Commission Expires: January 30, 2017

STATE OF MISSISSIPPI — RENE PULSEPPER — NOTARY PUBLIC No. 23193 — Commission Expires January 30, 2017 — COVINGTON COUNTY

* 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 |
|---|---|---|---|---|---|---|---|---|---|
| Shows, Dearman and Waits, Inc. | 1314 | $112,894.14 | $34,225.90 | $54,213.83 | $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 (1) | 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**

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

**Sub-Consultant Costs**

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

# Western Beltway Feasibility Study - PHASE II

## Shows, Dearman and Waits, Inc.

1. Direct Salary Costs:

| Title | Hours | Rate/Hour | | Costs |
|---|---|---|---|---|
| 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

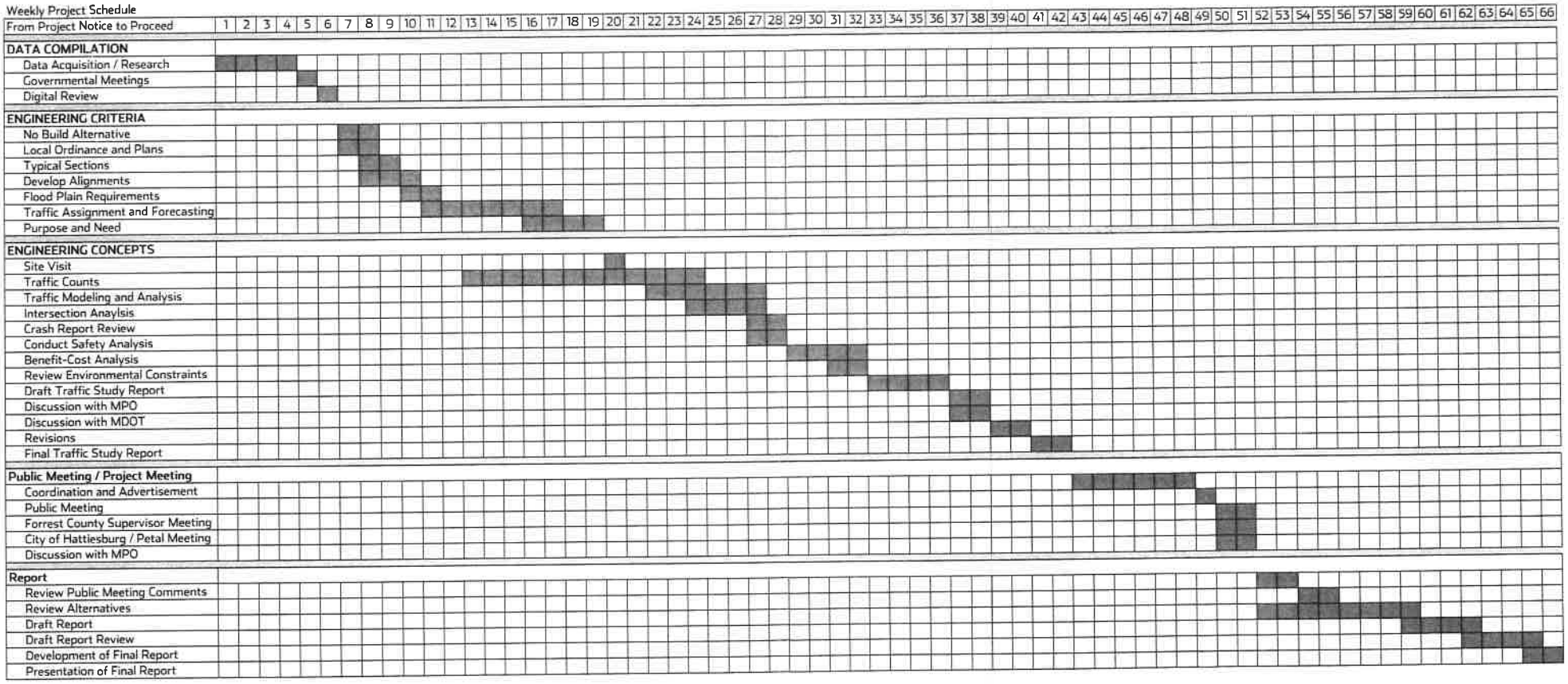
| TASK | TASK DESCRIPTION | Tatum and Associates | |
|---|---|---|---|
| | | SENIOR COMMUNITY ENGAGEMENT COORDINATOR | PUBLIC INVOLVEMENT DIRECTOR |
| **1.0** | **Schedule and Facilitate Public Meeting** | | |
| 1.1 | Manage logistics and messaging | 8 | 48 |
| 1.2 | Coordinate COH Media Relations Team | 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** |

**Western Beltway Feasibility Study - Phase 2**
**STPD-8776-00(004)LPA / 105844-812000**
Weekly Project Schedule



# City of Hattiesburg, MS

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

**FILE NUMBER:** 2016-34 **MEETING DATE:** 11/08/2016 **MINUTE BOOK NUMBER:**

**Brief Title:** Approve professional services contract with Shows, Dearman & Waits

**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:** Marie Harris

**In Control:** City Council

**Reference:**

**Attachments:** SDW Agreement-12th Ave Bridge

**File Created:** 11/01/2016

**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*

ACEC
American Council of Engineering Companies
*of North Carolina*

ASCE American Society of Civil Engineers
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*a practice division of the*
**NATIONAL SOCIETY of PROFESSIONAL ENGINEERS**

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**AMERICAN CONSULTING ENGINEERS COUNCIL**

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**AMERICAN SOCIETY OF CIVIL ENGINEERS**

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EJCDC E520 Standard Form of Agreement between Owner and Engineer for Professional Services
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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.


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## 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 there from, 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


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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.


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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


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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


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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


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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:


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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


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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.


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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


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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.


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**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: _____ |


EJCDC E520 Standard Form of Agreement between Owner and Engineer for Professional Services
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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.


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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' 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


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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


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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 Contact 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.


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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 A1.05*A.6a* are expressly subject to the limitations set forth in paragraph A1.05*A6.b* 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.*


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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 A1.05*A.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.


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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.


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## 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.


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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.


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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.


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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 JC

**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.


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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:


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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:


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This is **EXHIBIT C**, consisting of ___3__ pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated

_____, _____.

Initial:

OWNER _____

ENGINEER ___NC___

**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: | **60 %** |
| Final Design Phase | **30 %** |
| Bidding or Negotiating Phase | **10 %** |
| | **100 %** |

   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.


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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.


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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.


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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 _JC_

**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.


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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 ENGINER 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.


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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.


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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.


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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 |


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2. By OWNER:

a. Worker's Compensation: Statutory

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


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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 NC

**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 |


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# City of Hattiesburg, MS

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

**FILE NUMBER:** 2016-42 **MEETING DATE:** 11/08/2016 **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:** Marie Harris

**In Control:** City Council

**Reference:**

**Attachments:** Pickering Firm Agreement

**File Created:** 11/01/2016

**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


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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.


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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.


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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


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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


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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: | ENGINEER: |
|---|---|
| By: _____ | By: _____ |
| Title: _____ | Title: Associate Principal Owner |
| Date Signed: _____ | Date Signed: 10 / 28 / 16 |
| | Engineer License or Firm's Certificate Number: 19480 |
| | State of: Mississippi |
| Address for giving notices: | Address for giving notices: |
| _____ | 126 Rue Magnolia |
| _____ | Biloxi, MS 39530 |
| _____ | _____ |
| _____ | _____ |


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EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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 |


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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


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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.


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**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


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# City of Hattiesburg, MS

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

**FILE NUMBER:** 2016-44 **MEETING DATE:** 11/08/2016 **MINUTE BOOK NUMBER:**

**Brief Title:** 2017 CDBG/HOME Annual Action Plan

**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:** Clarence Williams

**In Control:** City Council

**Reference:**

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

**File Created:** 11/01/2016

**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:



OMB Control No: 2506-0117 (exp. 07/31/2015)

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

(601) 554-1006



OMB Control No: 2506-0117 (exp. 07/31/2015)

## 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<br>Services-Persons with Disabilities<br>Services-Persons with HIV/AIDS<br>Services-Victims of Domestic Violence<br>Services-homeless<br>Services-Education<br>Service-Fair Housing<br>Other government - County<br>Planning organization<br>Services-Pre-purchasing Home Education Workshops<br>Neighborhood Organization<br>Private Sector Banking / Financing |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Strategy<br>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<br>Neighborhood Organization |



OMB Control No: 2506-0117 (exp. 07/31/2015)

| | | |
|---|---|---|
| | **What section of the Plan was addressed by Consultation?** | Economic Development<br>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)

OMB Control No: 2506-0117 (exp. 07/31/2015)

## 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<br><br>Persons with disabilities<br><br>Non-targeted/broad community<br><br>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. | | |



OMB Control No: 2506-0117 (exp. 07/31/2015)

| 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. | | |



OMB Control No: 2506-0117 (exp. 07/31/2015)

| 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**



OMB Control No: 2506-0117 (exp. 07/31/2015)

# 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<br>Admin and Planning<br>Economic Development<br>Housing<br>Public Improvements<br>Public Services | 497,523 | 0 | 497,523 | 995,046 | 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. |



OMB Control No: 2506-0117 (exp. 07/31/2015)

| 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: $ | | |
| HOME | public - federal | Acquisition<br>Homebuyer assistance<br>Homeowner rehab<br>Multifamily rental new construction<br>Multifamily rental rehab<br>New construction for ownership<br>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 bring 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 ther 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)<br>Down Payment Assistance |
| | **Needs Addressed** | Housing Rehabilitation<br>Emergency Repair<br>Demolition<br>Down Payment Assistance<br>Acquisition<br>Public Facility Improvement<br>Infrastructure<br>Public Services<br>Housing - Special Needs and/or Homeless<br>Microenterprise Assistance<br>Commercial Rehab - Facade Improvement<br>Rental Rehabilitation<br>Economic Development - Neighborhoods<br>TBRA<br>Urgent Needs |



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| | | |
|---|---|---|
| | **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)<br>Down Payment Assistance |
| | **Needs Addressed** | Housing Rehabilitation<br>Emergency Repair<br>Down Payment Assistance<br>Housing - Special Needs and/or Homeless<br>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<br>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)<br>Down Payment Assistance |
| | **Needs Addressed** | Housing Rehabilitation<br>Down Payment Assistance<br>Acquisition<br>Rental Rehabilitation<br>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 |
| | **Planned Activities** | HOME Administration supports all areas of HOME programs, but goals for individual program areas are captured in the Project Summary for each individual program area (rather than being duplicated under the Administration Project). |
| 5 | **Project Name** | HOME Housing Programs |
| | **Target Area** | |
| | **Goals Supported** | Housing Programs (including Affordable Housing) |



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| | | |
|---|---|---|
| | **Needs Addressed** | Housing Rehabilitation<br>Acquisition<br>Rental Rehabilitation<br>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 |



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| | | |
|---|---|---|
| | **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.</p>

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**

OMB Number: 4040-0004
Expiration Date: 8/31/2016

## Application for Federal Assistance SF-424

| * 1. Type of Submission: | * 2. Type of Application: | * If Revision, select appropriate letter(s): |
|---|---|---|
| ☐ Preapplication | ☐ New | |
| ☒ Application | ☒ Continuation | * Other (Specify): |
| ☐ Changed/Corrected Application | ☐ Revision | |

| * 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): | * c. Organizational DUNS: |
|---|---|
| 64-6000432 | 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: | Division Name: |
|---|---|
| Federal and State Programs | 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 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 | 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

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

OMB Number: 4040-0004
Expiration Date: 8/31/2016

## Application for Federal Assistance SF-424

| * 1. Type of Submission: | * 2. Type of Application: | * If Revision, select appropriate letter(s): |
|---|---|---|
| ☐ Preapplication | ☐ New | |
| ☐ Application | ☒ Continuation | * Other (Specify): |
| ☒ Changed/Corrected Application | ☐ Revision | |

| * 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): | * c. Organizational DUNS: |
|---|---|
| 64-6000432 | 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: | Division Name: |
|---|---|
| Federal and State Programs | 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:** 11/08/2016 **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:** Marie Harris

**In Control:** City Council

**Reference:**

**Attachments:** Federal Bldg Closing Documents, Notice of Final Settlment

**File Created:** 11/01/2016

**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.

a@albertassociates.com
www.albertassociates.com

# APPLICATION AND CERTIFICATE FOR PAYMENT



**TO:** City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39401

**FROM (CONTRACTOR);**
Nobles Contracting LLC
5266 Old Hwy 11 Ste 70-122
Hattiesburg, MS 39402

**PROJECT:**
Renovations and Additions with
ADA Upgrades to Existing Facility

**VIA ARCHITECT:**
Albert & Associates Architects PA
514 Main Street
Hattiesburg, MS 39403

**APPLICATION NO:** 9 FINAL

**PERIOD TO:** July 27, 2016

**PROJECT NO:** 15646

**CONTRACT DATE:** October 21, 2015

**Distribution to:**
- OWNER
- ARCHITECT
- CONTRACTOR

**CONTRACT FOR:** Old Federal Building & Post Office

## 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** $ 793,265.00
   (Column G on Continuation)

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** $ 793,265.00
   (Line 4 less Line 5 Total)
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:
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** $ 44,888.25

*(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:
By: Date: 18 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.

# 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 reainage for line items may apply.

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 | | | | | |
| 1 | Insurance | 7,500 | $7,500 | | | $7,500 | 100% | $0 | $0.00 |
| 2 | Bonds | 18,200 | $18,200 | | | $18,200 | 100% | $0 | $0.00 |
| 3 | MS Construction Tax | 28,000 | $28,000 | | | $28,000 | 100% | $0 | $0.00 |
| 4 | Supervision & Travel | 33,000 | $33,000 | | | $33,000 | 100% | $0 | $0.00 |
| 5 | Jobsite Utilities | 30,000 | $30,000 | | | $30,000 | 100% | $0 | $0.00 |
| 6 | Site Work | 32,500 | $32,500 | | | $32,500 | 100% | $0 | $0.00 |
| 7 | Gravel Backfill | 8,000 | $8,000 | | | $8,000 | 100% | $0 | $0.00 |
| 8 | French Drain | 1,200 | $1,200 | | | $1,200 | 100% | $0 | $0.00 |
| 9 | Concrete Paving | 950 | $950 | | | $950 | 100% | $0 | $0.00 |
| 10 | Demolition & Salvage | 34,500 | $34,500 | | | $34,500 | 100% | $0 | $0.00 |
| 11 | Reinforcing Steel | 3,500 | $3,500 | | | $3,500 | 100% | $0 | $0.00 |
| 12 | Concrete Foundations | 20,200 | $20,200 | | | $20,200 | 100% | $0 | $0.00 |
| 13 | Face Brick | 8,700 | $8,700 | | | $8,700 | 100% | $0 | $0.00 |
| 14 | CMU | 14,500 | $14,500 | | | $14,500 | 100% | $0 | $0.00 |
| 15 | Pavers | 21,200 | $17,000 | $4,200 | | $21,200 | 100% | $0 | $0.00 |
| 16 | Cut Stone | 70,650 | $70,650 | | | $70,650 | 100% | $0 | $0.00 |
| 17 | Brick Stain | 5,000 | $5,000 | | | $5,000 | 100% | $0 | $0.00 |
| 18 | Miscellaneous Steel | 38,000 | $38,000 | | | $38,000 | 100% | $0 | $0.00 |
| 19 | Exterior Handrail | 2,200 | $0 | $2,200 | | $2,200 | 100% | $0 | $0.00 |
| 20 | Carpentry | 6,400 | $6,400 | | | $6,400 | 100% | $0 | $0.00 |
| | SUB TOTAL (continued) | $384,200 | $377,800 | $6,400 | $0 | $384,200 | | $0 | $0.00 |

# 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 reainage for line items may apply.

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 | Interior Trim/ Millwork | 6,600 | $6,600 | | | $6,600 | 100% | $0 | $0.00 |
| 22 | Rigid Insulation | 2,500 | $2,500 | | | $2,500 | 100% | $0 | $0.00 |
| 23 | Membrane W/P | 2,800 | $2,800 | | | $2,800 | 100% | $0 | $0.00 |
| 24 | TPO Roof | 9,500 | $9,500 | | | $9,500 | 100% | $0 | $0.00 |
| 25 | Wood Doors & Frames | 4,500 | $4,500 | | | $4,500 | 100% | $0 | $0.00 |
| 26 | Allowance - Hardware | 2,000 | $500 | $1,500 | | $2,000 | 100% | $0 | $0.00 |
| 27 | Aluminum Storefronts | 12,200 | $12,200 | | | $12,200 | 100% | $0 | $0.00 |
| 28 | Gypsum Board | 5,000 | $5,000 | | | $5,000 | 100% | $0 | $0.00 |
| 29 | Carpet | 19,200 | $19,200 | | | $19,200 | 100% | $0 | $0.00 |
| 30 | Ceramic & Marble Tile | 6,900 | $6,900 | | | $6,900 | 100% | $0 | $0.00 |
| 31 | Cork Flooring | 17,400 | $17,400 | | | $17,400 | 100% | $0 | $0.00 |
| 32 | Paint | 45,600 | $45,600 | | | $45,600 | 100% | $0 | $0.00 |
| 33 | Allowance - Signage | 2,000 | $2,000 | | | $2,000 | 100% | $0 | $0.00 |
| 34 | Fire Exinguishers | 400 | $400 | | | $400 | 100% | $0 | $0.00 |
| 35 | Toilet Accessories | 1,900 | $1,900 | | | $1,900 | 100% | $0 | $0.00 |
| 36 | Allowance - Canopy | 10,000 | $10,000 | | | $10,000 | 100% | $0 | $0.00 |
| 37 | Bullet-proof Glazing | 18,400 | $18,400 | | | $18,400 | 100% | $0 | $0.00 |
| 38 | Elevator | 95,800 | $92,850 | $2,950 | | $95,800 | 100% | $0 | $0.00 |
| 39 | - | 0 | | | | | | | |
| 40 | - | 0 | | | | | | | |
| | TOTAL | $646,900 | $636,050 | $10,850 | $0 | $646,900 | | $0 | $0.00 |

# 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 reainage for line items may apply.

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

CONTRACT DATED: October 21, 2015

PROJECT:
*(Name and address)*

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.)*

Granite Re, Inc.
*(Surety)*

By: Trina Cobb
*(Signature of authorized representative)*

Trina Cobb Attorney-in-Fact
*(Printed name and title)*

Resident Mississippi Agent
Bottrell Insurance

Attest:
(Seal): Brody Buckley - Witness

# 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.

GRANITE RE, INC. CORPORATE SEAL OKLAHOMA

Kenneth D. Whittington, President

STATE OF OKLAHOMA )
) SS:
COUNTY OF OKLAHOMA )

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

KATHLEEN E. CARLSON NOTARY PUBLIC STATE OF OKLAHOMA

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.

GRANITE RE, INC. CORPORATE SEAL OKLAHOMA

Kyle P. McDonald, Secretary/Treasurer

GR0800-1

# Contractor's Affidavit of Release of Liens

Substantial Completion July 27, 2016

| | |
|---|---|
| X | OWNER |
| X | ARCHITECT |
| X | CONTRACTOR |
| X | 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 to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien anached 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

| | |
|---|---|
| X | OWNER |
| X | ARCHITECT |
| X | CONTRACTOR |
| X | 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: Herbert R Nobles Jr 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: 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 20 16

Notary Public:

My commission expires: 2/11/18

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:** 11/08/2016 **MINUTE BOOK NUMBER:**

**Brief Title:** Ratify and confirm the Mayor's re-appointment of W

**Title:** 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:** Cecilia Jones

**In Control:** City Council

**Reference:**

**Attachments:** Re-Appointment of McMullan to Commission

**File Created:** 11/01/2016

**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:** 11/08/2016 **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:** Ann Jones

**In Control:** City Council

**Reference:**

**Attachments:** Hattiesburg Civic Arts Council Contract 2017

**File Created:** 10/31/2016

**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:** 11/08/2016 **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:** Ann Jones

**In Control:** City Council

**Reference:**

**Attachments:** SMAA Ceramics Contract 2017-2019

**File Created:** 10/31/2016

**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. Not withstanding, 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:** 11/08/2016 **MINUTE BOOK NUMBER:**

**Brief Title:** 2016 Hattiesburg Arts Council Expenditure Report

**Title:** Acknowledge receipt of FY2015-2016 Expenditure Report from Hattiesburg Arts Council for Adult and Children's Art Programs.

**Type:** Action Item

**Drafter:** Ann Jones

**In Control:** City Council

**Reference:**

**Attachments:** 2016 Hattiesburg Arts Council Expenditure Report

**File Created:** 10/31/2016

**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 | MAC Whole Schools Conference attended by all instructors |
| | $ | 24,265.32 | |
| 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 | Gratefull 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 renumeration | | | | | | |
| | 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 renumeration | | | | | | 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 stafff and sMart instructors | | 300.00 |
| | 07/31/2015 | 8779 | Wooten, Alehandro-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:** 11/08/2016 **MINUTE BOOK NUMBER:**

**Brief Title:** Acknowledge receipt of FY 2015-2016 Expenditure Re

**Title:** Acknowledge receipt of FY 2015-2016 Expenditure Report from South Mississippi Art Association for Ceramics, Pottery, and Sculpture Programs.

**Type:** Action Item

**Drafter:** Ann Jones

**In Control:** City Council

**Reference:**

**Attachments:** 2016 SMAA Expenditure Report

**File Created:** 10/31/2016

**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:** 11/08/2016 **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:** Ginger Maddox

**In Control:** City Council

**Reference:**

**Attachments:** 5012 US Hwy 98 - Sign Application - Billboard, Appeal Letter - Capturion Network October 17 2016

**File Created:** 11/01/2016

**Budget Information:**

**Expenditure Type:**

**Purchasing Item:**

**Publication Information:**

**History of Legislative File**

16-007922

RECEIVED
SEP 06 2016
REC BY: TG

# SIGN PERMIT APPLICATION

CITY OF HATTIESBURG - LAND DEVELOPMENT CODE OFFICE
P O BOX 1898 - HATTIESBURG, MS 39403-1898 - PHONE (601) 545-4559

RECEIVED
SEP 14 2016
REC BY: ug

**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 B5 | Historical District N/A | Flood Zone X |
| Panel # | Map # | Eff. Date |

WARD 3

**CONTRACTOR INFORMATION:**

| | | VERIFIED BY LDC: | |
|---|---|---|---|
| SIGN CONTRACTOR: | Capturion Network, LLC | INS | BOND |
| 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 | Church Sign? (yes/no) NO | |
| Are there any existing freestanding signs at this location? (yes /no) YES | | School Sign? (yes/no) NO | |
| Engineer Certification (attach) as to: | Footing: | | Wind load: |
| State/Federal Permit Required (Highway Dept) | Yes: X | No: | If yes, Permit # |

**Describe Scope of Work:**

Convert existing static face to a new Tri- Vision Face. Brick and Stone the pole for Aesthetic Purposes . 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 | 746.48 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:

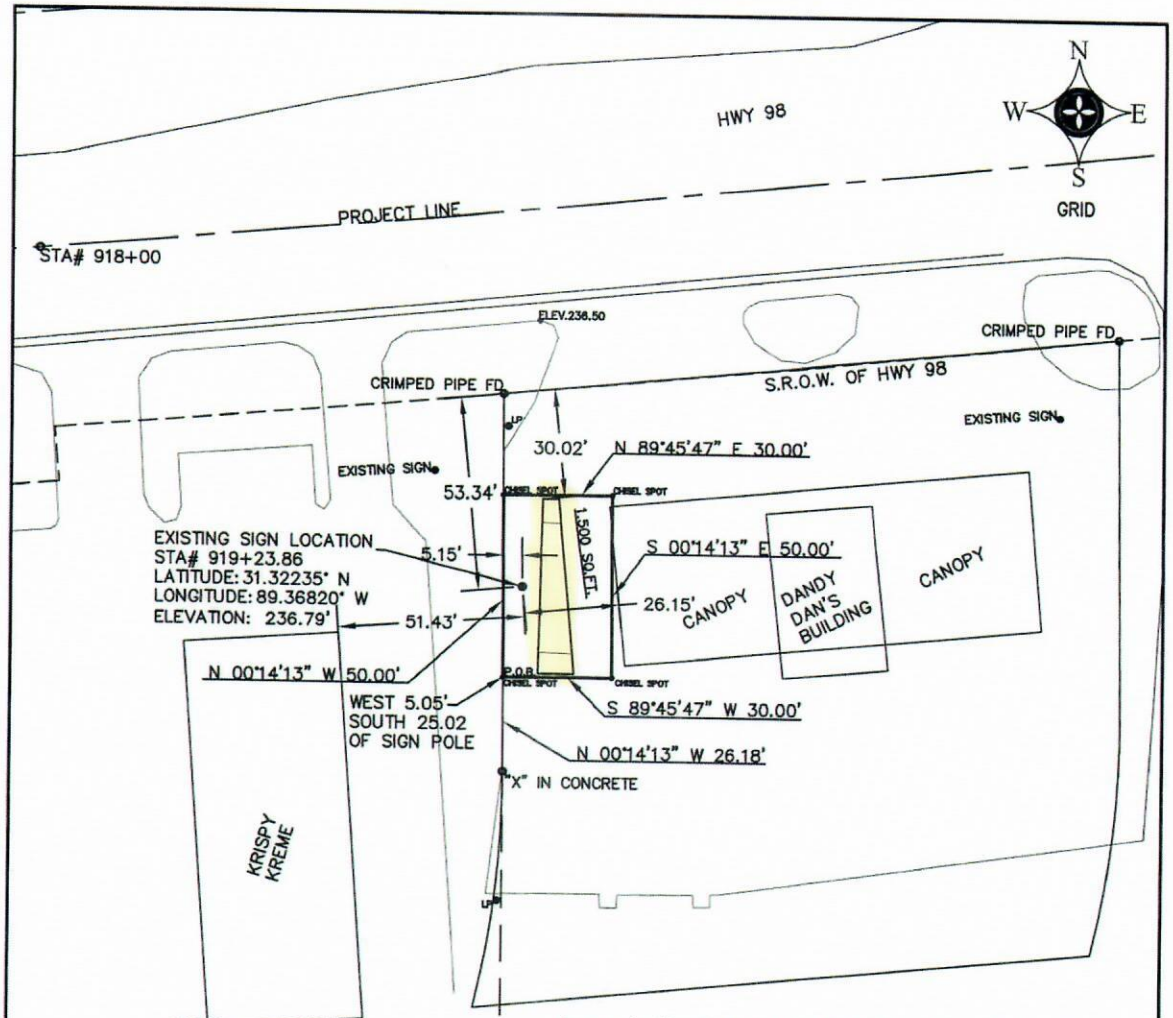
Date approved

Date issued

Permit Number

Cross Ref. Permit

Prepared by:




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.

NORTH 410.93'

SE/C OF THE NE 1/4 OF THE SE 1/4 OF SEC.11–T4N–R14W, LAMAR COUNTY, MISSISSIPPI.

WEST 1054.89'

P.O.C.

HARVEY J. SAUL
REGISTERED PROFESSIONAL
LAND SURVEYOR
PLS-02829
STATE OF MISSISSIPPI

3-14-14

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: 0.99997644
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

| | | | | | | |
|---|---|---|---|---|---|---|
| DATE: 2/25/14 | REFERENCE MATERIALS: ORIGINAL GOV'T FIELD NOTES; BENNIE J. SELLERS PLAT; DEED BOOK 8Z, PAGE 146–147; MDOT ROW PLAT; CLIENT'S INSTRUCTIONS | | | | | |
| SCALE: 1"=40' | SAUL SURVEYING AND MAPPING, LLC. | | | | | |
| SURVEY CLASS: B | 454 SHORT 7th AVENUE – LAUREL, MS 39440 | | | | | |
| DWG. NO.:022514A1(E.of krispy kreme)(air space lease) | PHONE: (601) 428–0600 – FAX: (601) 649–2372 | | | | | |
| | EMAIL: hsaul@saulsurveying.com | | | | | |
| | PROFESSIONAL SURVEYOR | | | | | |
| | ALABAMA LICENSE #28446 / MISSISSIPPI LICENSE #02829 | | | | | |
| [X] SOLAR OBSERVATION | COPYRIGHT © 2014 ~ SAUL SURVEYING AND MAPPING, INC. | | | | | |
| [ ] BEARING DETERMINED BY GPS | LOCATION: SEC.11–T4N–R14W, LAMAR COUNTY, MISSISSIPPI. | | NAME: CAPTURION SIGN AT DANDY DAN'S (HWY 98))(AIR SPACE LEASE) | | | |
| PREPARED BY: PB | | | | | | |
| CREW LEADER: JP | ○ 1/2" REBAR | [G] GAS METER | FIRE HYDRANT | | FLOOD MAP: | |
| CHECKED BY: HJS | ⊡ CONCRETE MARKER | PROPERTY LINE | [W] WATER METER | | MAP DATE: | |
| NO TITLE RESEARCH DONE BY THIS SURVEYOR | PP POWER POLE | CENTER LINE | WOOD FENCE | | FLOOD ZONE: | |
| | LP LAMP POLE | WIRE FENCE | ELECTRICAL LINE | | FLOODS: YES [ ] | NO [ ] |

MND-005
Rev.2-93

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

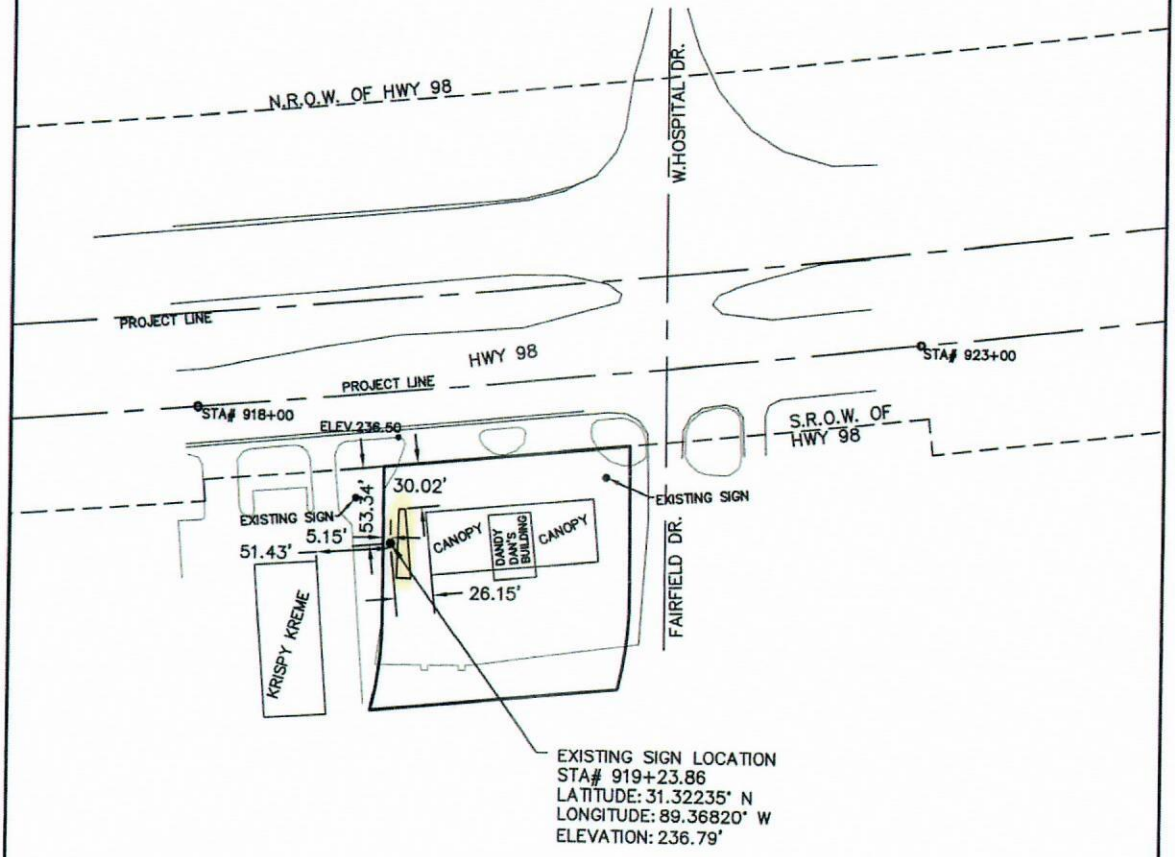
Supplement to:
MND-001
MND-002
MND-004

Sheet No: _____ of _____

Permit No: _____

| REVISIONS | | | |
|---|---|---|---|
| APPLICANT | | MDOT | |
| DATE | BY | DATE | BY |
| | | | |
| | | | |
| | | | |

N
W E
S
Show North
GRID




HARVEY J. SAUL
REGISTERED PROFESSIONAL
LAND
SURVEYOR
PLS-02829
STATE OF MISSISSIPPI

3-14-14

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: 0.99997644
CONVERGENCE ANGLE: –00°16'41"

SCALE: 1"=100'
DWG# 022514A1(E.of krispy kreme)(MDOT)
PREPARED BY: PB

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.

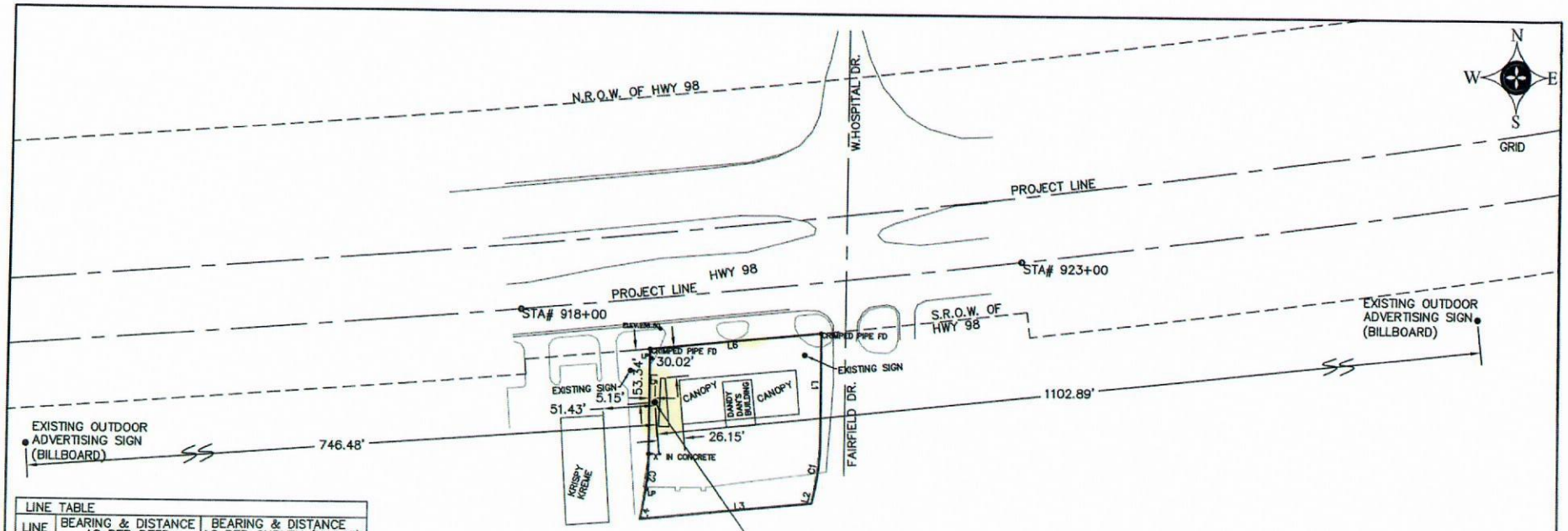
Once a building permit is issued to a residential builder or remodeler, or the holder of a certificate of responsibility by a municipal or county building official, or any other authority charged with the duty of issuing local building permits, such licensed residential builder or residential remodeler 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.

Contractor Company: Captunion Network, LLC

Company Address: P.O. Box 6439, Laurel, MS 39441

Contractor Signature:

Date: Sept 2nd 2016




EXISTING SIGN LOCATION
STA# 919+23.86
LATITUDE: 31.32235° N
LONGITUDE: 89.36820° W
ELEVATION: 236.79'

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING & DISTANCE AS PER DEED | BEARING & DISTANCE AS PER SURVEY (NAD83) |
| L1 | S 00°20'19" E 104.22' | |
| L2 | S 13°51'20" W 2.33' | |
| L3 | S 84°09'36" W 170.00' | |
| L4 | N 13°51'20" E 2.33' | |
| L5 | N 00°20'19" W 104.22' | N 00°14'13" W 104.27' |
| L6 | N 84°09'36" E 170.00' | N 84°14'43" E 170.28' |
| CURVE | RADIUS & ARC LENGTH AS PER DEED | CHORD BEARING & DISTANCE AS PER DEED |
| C1 | 256.11' & 63.45' | S 06°45'08" W 63.29' |
| C2 | 256.11' & 63.45' | N 06°45'08" E 63.29' |

DATE: 2/25/14
SCALE: 1"=100'
SURVEY CLASS: B
DWG. NO.: 022514A1(E.of krispy kreme)(area of review)
[X] SOLAR OBSERVATION
[ ] BEARING DETERMINED BY GPS
PREPARED BY: PB
CREW LEADER: JP
CHECKED BY: HJS
NO TITLE RESEARCH DONE BY THIS SURVEYOR

REFERENCE MATERIALS: ORIGINAL GOV'T FIELD NOTES; BENNIE J. SELLERS PLAT; DEED BOOK 8Z, PAGE 146–147; MDOT ROW PLAT; CLIENT'S INSTRUCTIONS

NOTES:

REVISIONS

PROFESSIONAL SURVEYOR

SAUL SURVEYING AND MAPPING, LLC.
454 SHORT 7th AVENUE – LAUREL, MS 39440
PHONE: (601) 428-0600 – FAX: (601) 649-2372
EMAIL: hsaul@saulsurveying.com
PROFESSIONAL SURVEYOR
ALABAMA LICENSE #28446 / MISSISSIPPI LICENSE #02829

COPYRIGHT © 2014 ~ SAUL SURVEYING AND MAPPING, INC.

LOCATION: SEC.11–T4N–R14W, LAMAR COUNTY, MISSISSIPPI.
NAME: CAPTURION SIGN AT DANDY DAN'S (HWY 98))(AREA OF REVIEW)

| | | | | | | |
|---|---|---|---|---|---|---|
| ○ | 1/2" REBAR | G | GAS METER | | FIRE HYDRANT | FLOOD MAP: |
| ⊡ | CONCRETE MARKER | | PROPERTY LINE | W | WATER METER | MAP DATE: |
| ●PP | POWER POLE | | CENTER LINE | | WOOD FENCE | FLOOD ZONE: |
| ●LP | LAMP POLE | | WIRE FENCE | | ELECTRICAL LINE | FLOODS: YES [ ] NO [ ] |

HARVEY J. SAUL
REGISTERED PROFESSIONAL LAND SURVEYOR
PLS-02829
STATE OF MISSISSIPPI
3-14-14

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: 0.99997644 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

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
CITY CLERK
BY
DEPUTY CLERK

October 17, 2016

**VIA HAND-DELIVERY**

Mr. Kermas Eaton
City Clerk
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS39403-1898

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

535 North 5th Avenue
Laurel, MS 39440
(601)-649-4440

106 Madison Plaza
Hattiesburg, MS 39402
(601) 450-4440

*Mailing Address:*
Post Office Box 1289
Laurel, MS 39441-1289
Fax: (601) 649-4441
www.beolaw.com

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 | Council - Ward 2 | Council - Ward 3 | Council - Ward 4 | Council - Ward 5 |
|---|---|---|---|---|
| *Kim Bradley* | *Deborah Denard Delgado* | *Carter Carroll* | *Mary Dryden* | *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

Manager and processed to hold a public hearing before the City Council. If you require additional assistance, you may contact me directly.

Respectfully,

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<br>*(Appeals must be made within ten consecutive days of the recommendation)* |
| | |
| 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: | *Approve* *or* *Deny* x |
| | |

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)
Its Attorney

# City of Hattiesburg, MS

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

**FILE NUMBER:** 2016-33 **MEETING DATE:** 11/08/2016 **MINUTE BOOK NUMBER:**

**Brief Title:** Wesley Well Bid Award - Thompson Brothers

**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:** Marie Harris

**In Control:** City Council

**Reference:**

**Attachments:** Bid Tab

**File Created:** 11/01/2016

**Budget Information:**

**Expenditure Type:**

**Purchasing Item:**

**Publication Information:**

**History of Legislative File**

RECEIVED 10-14-16

sdw

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

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

# BID TAB

October 13, 2016

**Project:** 1500 GPM Wesley Well No. 2

**Project No.** 1273-W006

**BASE BID**

| Item No. | Item Description | Quantity | Unit | Thompson Brothers Drilling<br>5410 Hwy 11 North<br>Ellisville, MS 39437 | | Griner Drilling Services, Inc.<br>126 Interstate Drive<br>Richland, MS 39218 | | Lyman Well Company, LLC<br>15456 Sub Ladner Road<br>Gulfport, MS 39503 | | Layne Christensen Company<br>1800 Hughes Landing Blvd. Suite 800<br>The Woodlands, TX 77380 | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 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:** 11/08/2016 **MINUTE BOOK NUMBER:**

**Brief Title:** Acknowledge bids, Edwards to Hall Pathway Project

**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:** Marie Harris

**In Control:** City Council

**Reference:**

**Attachments:** Award Letter, Bid Tab

**File Created:** 11/01/2016

**Budget Information:**

**Expenditure Type:**

**Purchasing Item:**

**Publication Information:**

**History of Legislative File**

NEEL-SCHAFFER
Solutions you can build upon

engineers
planners
surveyors
environmental scientists
landscape architects

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

Post Office Box 1487 •Hattiesburg, MS 39403-1487 •601.545.1565 • Fax 601.545.2267

# City of Hattiesburg
## Edwards Street to Hall Avenue Pathway Project

**BASE BID**

| Pay Item | Description | Qty | Unit | Walters Construction 2051 Highway 84 East Laurel, MS 39443 Unit Price | Price Extenstion | Precision Construction 15 Chanticleer Drive Hattiesburg, MS 39402 Unit Price | Price Extenstion |
|---|---|---|---|---|---|---|---|
| 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 Extenstion | Unit Price | Price Extenstion |
|---|---|---|---|---|---|---|---|
| 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 PAUL CROSBY
LICENSED PROFESSIONAL
ENGINEER
19984
STATE OF 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:** 11/08/2016 **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:** Marie Harris

**In Control:** City Council

**Reference:**

**Attachments:** Award Letter, Bid Tab, MDOT Letter, Checklist to Award

**File Created:** 11/01/2016

**Budget Information:**

**Expenditure Type:**

**Purchasing Item:**

**Publication Information:**

**History of Legislative File**

NEEL-SCHAFFER
Solutions you can build upon

engineers
planners
surveyors
environmental scientists
landscape architects

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

Post Office Box 1487 •Hattiesburg, MS 39403-1487 •601.545.1565 • Fax 601.545.2267

**PROJECT NUMBER: STP-7197-00(002) LPA / 106879-701000**
**COUNTY: FORREST**
**PROJECT DESCRIPTION: TUSCAN AVENUE SIDEWALK PROJECT**

| | | | | *Engineer's Estimate* | | RJM McQueen<br>80 Ramsey McQueen Rd<br>Collins, MS 39428 | | Gulf Breeze Landscaping<br>P O Box 347<br>Gautier, MS 39553 | | Precision Construction<br>15 Chanticleer Dr.<br>Hattiesburg, MS | | Fairley Construction<br>828 Highway 11<br>Petal, MS | | Simmons Erosion Control<br>P O Box 206<br>Lake, MS 39092 | | Pavecon<br>6677 Highway I-55 South<br>Byram, MS 39272 | | Barnett Concrete<br>P O Box 16964<br>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 |

| | | | | *Engineer's Estimate* | | RJM McQueen<br>80 Ramsey McQueen Rd<br>Collins, MS 39428 | | Gulf Breeze Landscaping<br>P O Box 347<br>Gautier, MS 39553 | | Precision Construction<br>15 Chanticleer Dr.<br>Hattiesburg, MS | | Fairley Construction<br>828 Highway 11<br>Petal, MS | | Simmons Erosion Control<br>P O Box 206<br>Lake, MS 39092 | | Pavecon<br>6677 Highway I-55 South<br>Byram, MS 39272 | | Barnett Concrete<br>P O Box 16964<br>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 PAUL CROSBY
LICENSED PROFESSIONAL
ENGINEER
19984
STATE OF MISSISSIPPI

Geoffrey Crosby
Mississippi Registration #19984

**Mayor**
*Johnny L. DuPree, Ph.D.*

| Council - Ward 1 | Council - Ward 2 | Council - Ward 3 | Council - Ward 4 | Council - Ward 5 |
|---|---|---|---|---|
| *Kim Bradley* | *Deborah Denard Delgado* | *Carter Carroll* | *Mary Dryden* | *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 |
|---|---|---|
| *Engineers Estimate* | *$320,164.00* | ---- |
| 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:** 11/08/2016 **MINUTE BOOK NUMBER:**

**Brief Title:** Acknowledge bids, Safe Routes, Hawkins Sidewalk

**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:** Marie Harris

**In Control:** City Council

**Reference:**

**Attachments:** Award Letter, Bid Tab, MDOT Letter, Checklist to Award

**File Created:** 11/01/2016

**Budget Information:**

**Expenditure Type:**

**Purchasing Item:**

**Publication Information:**

**History of Legislative File**

NEEL-SCHAFFER
Solutions you can build upon

engineers
planners
surveyors
environmental scientists
landscape architects

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

Post Office Box 1487 •Hattiesburg, MS 39403-1487 •601.545.1565 • Fax 601.545.2267

**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<br>828 Highway 11<br>Petal, MS 39465 | | RJM-McQueen<br>80 Ramsey McQueen Road<br>Collins, MS 39428 | | Barnett Concrete<br>137 Red Roan Road<br>Hattiesburg, MS 39402 | | Precision Construction<br>15 Chanticleer Drive<br>Hattiesburg, MS 39402 | | Gulf Breeze Landscaping<br>P O Box 347<br>Gautier, MS 39553 | | Simmons Erosion Control<br>P O Box 206<br>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<br>828 Highway 11<br>Petal, MS 39465 | | RJM-McQueen<br>80 Ramsey McQueen Road<br>Collins, MS 39428 | | Barnett Concrete<br>137 Red Roan Road<br>Hattiesburg, MS 39402 | | Precision Construction<br>15 Chanticleer Drive<br>Hattiesburg, MS 39402 | | Gulf Breeze Landscaping<br>P O Box 347<br>Gautier, MS 39553 | | Simmons Erosion Control<br>P O Box 206<br>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

GEOFFREY PAUL CROSBY
LICENSED PROFESSIONAL
ENGINEER
19984
STATE OF MISSISSIPPI

**Mayor**
*Johnny L. DuPree, Ph.D.*

| Council - Ward 1 | Council - Ward 2 | Council - Ward 3 | Council - Ward 4 | Council - Ward 5 |
|---|---|---|---|---|
| *Kim Bradley* | *Deborah Denard Delgado* | *Carter Carroll* | *Mary Dryden* | *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 |
|---|---|---|
| *Engineers Estimate* | *$226,590.00* | ---- |
| 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:** 11/08/2016 **MINUTE BOOK NUMBER:**

**Brief Title:** CDBG Program Payments

**Title:** Approve and authorize issuance of manual checks for CDBG Program Claims per the attached memorandum. {Entitlement CDBG}

**Type:** Action Item

**Drafter:** Clarence Williams

**In Control:** City Council

**Reference:**

**Attachments:** Memorandum for CDBG Program Claims, Memorandum for CDBG Program Claims 11-08-2016

**File Created:** 11/01/2016

**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

# MILLENNIUM Construction

Building today's future

Residential - Commercial - Government | Certificate of Responsibility # 17342-MC

# INVOICE

| | | | |
|---|---|---|---|
| Name: | City of Hattiesburg | Date: | 10/20/2016 |
| Address: | | Estimator: | Stacey |
| City: | | Phone Number: | 228-331-1616 |
| Phone: | | | |

| Qty | Description | Price | Unit | TOTAL |
|---|---|---|---|---|
| | **Dolley Hendricks**<br>**1108 Arledge Street** | | | |
| | 1. Complete Prebidded Residential Construction | $ 49,900.00 | 1 | $ 49,900.00 |
| | 2. Remove and Replace Damaged Framing Members (termite)<br>**Please add 5 days to contract** | $ 3,715.00 | 1 | $ 3,715.00 |
| | | | TOTAL | $53,615.00 |

Comments:

On behalf on Millennium Construction, we sincerely appreciate the opportunity to submit this proposal. Please contact your estimator if you have any questions?

**Reliability** **Intergrity** **Knowledgeable** **Experience** **Trustworthy**

This Proposal is good for 30 days upon receival 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.

RBJ

Havard Pest Control
P.O. Box 15007
Hattiesburg, MS 39404-5007
(800) 898-0264
hpc1@havardpest.com
www.havardpest.com

| ACCOUNT | STATEMENT DATE |
|---|---|
| 146690 | 10/23/16 |

| ACCOUNT | STATEMENT DATE |
|---|---|
| 146690 | 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 |
|---|---|---|---|---|---|---|---|
| Location Name: 308 KIMBALL AVE, HATTIESBURG, MS, 39401 | | | | | | | |
| 09/26/16 | 1047773 | 1047773 | 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

529.00

AMOUNT REMITTED _____

# AIDS SERVICES COALITION

POST OFFICE BOX 169
HATTIESBURG MS 39403 0169
PHONE: (601)450 4286

**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.

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**AIDS SERVICES COALITION**
P.O. Box 169
Hattiesburg, MS 39403

**BANCORPSOUTH BANK**
HATTIESBURG, MS 39402
85-127/842

**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

PROTECTED AGAINST FRAUD

Casablanca Construction
#9 Thomas Lane
Hattiesburg, MS 39402-7911

MEMO Payment # 2 Project #133

⑈004274⑈ ⑆084201278⑆ 6069734 9⑈

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Intuit® CheckLock™ Secure Check
Details on Back

**ASC**

**4274**

Casablanca Construction 10/18/2016

Payment No. 2, Project #133 Sheley Place 36,541.89

Bancorp HUD Accoun Payment # 2 Project #133 36,541.89

**ASC**

**4274**

Casablanca Construction 10/18/2016

Payment No. 2, Project #133 Sheley Place 36,541.89

PAYMENT RECORD

Bancorp HUD Accoun Payment # 2 Project #133 36,541.89

# APPLICATION AND CERTIFICATE FOR PAYMENT # 2



| | | | | | |
|---|---|---|---|---|---|
| TO: (Owner) | AIDS SERVICE COALITION<br>PO BOX 169<br>HATTIESBURG MS 39403 | PROJECT: | ASC SHELEY PLACE<br>117 COLLEGE ST<br>HATTIEBSURG MS 39401 | APPLICATION NO: | 2 |
| | | | | PERIOD FROM: | 09/13/16 |
| FROM: (Contractor) | CASABLANCA CONSTRUCTION,<br>#9 THOMAS LANE<br>HATTIESBURG MS 394027911 | VIA: (Architect) | Casablanca Construction, Inc<br>#9 Thomas Lane<br>Hattiesburg MS 39402 | PERIOD TO: | 10/11/16 |
| | | | | PROJECT NO: | 133 |
| | | | | 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: Date: 11 Oct 16

State of: MS

County of: Jones

Subscribed and sworn to before me this 11th day of October

Notary Public: Minerva Butler

My commission expires: 25 June 17

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 92087 MINERVA ALEXANDRIA BUTLER Commission Expires June 25, 2017 JONES COUNTY

## 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:

CASABLANCA CONSTRUCTION,
PROJECT NO.: 133

APPLICATION AND CERTIFICATE FOR PAYMENT # 2



Date: 10/11/16

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| | | | Work Completed | | | | | | |
| Item No. | Description of Work | Scheduled Value. | 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 |

CASABLANCA CONSTRUCTION,
PROJECT NO.: 133

APPLICATION AND CERTIFICATE FOR PAYMENT # 2



Date: 10/11/16

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| | | | Work Completed | | | | | | |
| Item No. | Description of Work | Scheduled Value. | 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 |
| 21 | Plumbing | 15800.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15800.00 | 0.00 |
| 22 | Heating & Air | 12600.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 12600.00 | 0.00 |
| 23 | Electrical | 16000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 16000.00 | 0.00 |
| 24 | BUILDING B | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 25 | Demolition | 8179.00 | 5725.30 | 1250.00 | 0.00 | 6975.30 | 85.28 | 1203.70 | 0.00 |
| 26 | Framing | 2047.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2047.00 | 0.00 |
| 27 | Finish Carpentry | 12138.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 12138.00 | 0.00 |
| 28 | Insulation | 222.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 222.00 | 0.00 |
| 29 | Door & Hardware | 10997.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 10997.00 | 0.00 |
| 30 | Sheetrock | 7979.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7979.00 | 0.00 |
| 31 | Flooring | 4857.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4857.00 | 0.00 |
| 32 | Sheetrock Patching & Finishing | 12192.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 12192.00 | 0.00 |
| 33 | Painting | 10537.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 10537.00 | 0.00 |
| 34 | Specialties & Equipment | 400.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 400.00 | 0.00 |
| 35 | Plumbing | 14650.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 14650.00 | 0.00 |
| 36 | Heating & Air | 10200.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 10200.00 | 0.00 |
| 37 | Electrical | 16000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 16000.00 | 0.00 |
| 38 | BUILDING C | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 39 | Demolition | 9216.00 | 6451.20 | 2500.00 | 0.00 | 8951.20 | 97.13 | 264.80 | 0.00 |
| 40 | Framing | 4468.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4468.00 | 0.00 |
| 41 | Finishi Carpentry | 12138.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 12138.00 | 0.00 |
| 42 | Insulation | 325.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 325.00 | 0.00 |
| | *** Totals *** | 394532.00 | 36785.44 | 18298.97 | 0.00 | 55084.41 | 13.96 | 339447.59 | 0.00 |

CASABLANCA CONSTRUCTION,
PROJECT NO.: 133

APPLICATION AND CERTIFICATE FOR PAYMENT # 2



Date: 10/11/16

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| | | | Work Completed | | | | | | |
| Item No. | Description of Work | Scheduled Value. | 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 |
| 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:** 11/08/2016 **MINUTE BOOK NUMBER:**

**Brief Title:** Authorize and approve HOME Program claims. {Entitl

**Title:** Authorize and approve HOME Program claims. {Entitlement}

**Type:** Action Item

**Drafter:** Clarence Williams

**In Control:** City Council

**Reference:**

**Attachments:** Memorandum for HOME Program Claims

**File Created:** 11/01/2016

**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 | _x_ 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 | |
|---|---|---|---|
| *This section to be completed by Developer* | | *This section to be completed by Developer* | |
| Total Amount Requested for this Draw | $ 30,109.79 | Total Amount Requested for this Draw | $ 30,109.79 |
| *This section to be completed by City* | | | |
| Original Contract Amount | $ 54,000.00 | Original Contract Amounts | $ 108,000.00 |
| Total Change order amounts | $ -0- | Total Change order amounts | $ 0.00 |
| Prior payments to date | $ 3,375.00 | Prior payments to date | $ 6,250.00 |
| Contract balance | $ 50,625.00 | Contract balances | $ 101,750.00 |
| Total amount approved 60% | $ 18,000.07 | Total amounts approved | $ 24,256.45 |
| 10% withheld | $ 1,800.11 | 0 % withheld if any | $ 0.00 |
| This Payment Amount | $ 16,200.06 | Actual payment amounts | $ 18,006.45 |
| New Contract balance | $ 34,429.94 | New Contract balances | $ 98,748.21 |
| Total retainage held to date | $ 2,175.11 | Total retainage held to date | $ 2,175.11 |

**Authorized Signatures**

| Signature of Authorized Officer Requesting Funds | Print Name | Date |
|---|---|---|
| Donna Ali | Donna Ali<br>Executive Director | 10/11/16 |
| Signature of City Housing Specialist | Print Name | Date |
| [signature] | Robert Jones | 10-17-16 |
| Signature of City Official Approving Disbursement | Print Name | Date |
| Clarence P. Williams | Clarence P. Williams | 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
65-548/659

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 R. Ali
AUTHORIZED SIGNATURE

Security Features Included

Detach on Check

⑈003032⑈ ⑆065305436⑆ 0080576831⑈

>065304385< 20160919
CITIZENS BANK
23 19

<065304385> 23 19 09/19/16

Arkin Terrell
Shonda Terrell

**FROM:**

**Arkin Terrell**
**Invoice # 0309162016**

**P. O. Box 831**
**Foxworth, MS 39483**

**TO:**

[redacted]

| Item Description | Quantity | Price Per | Total |
|---|---|---|---|
| Roofing Work/Labor Only<br>516 Barkley Street<br>Hattiesburg, MS 39401<br>Ms. Applewhite | | | $1,292.00 |
| [redacted] | | | |
| $38.00 per sq. x 34 squares<br>2, 051 sq. feet | | | |
| [redacted] | | | |
| | | TOTAL | $1,292.00 |

arkin terrell
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** 3019

May's Trucking Service 8/26/2016

7610 · Construction Expenses:7623 · Lot 2,000.00

8/26/16

REGIONS-General C 2,000.00

974483

May's Truly Lumber

| NAME | SHIP TO |
|---|---|
| COMMUNITY CONNECTION | LLC |
| ADDRESS | ADDRESS |
| CITY, STATE, ZIP HATTIESBURG, MS 39401 | CITY, STATE, ZIP |

| ORDER NUMBER | DEPARTMENT | SALESPERSON | WHEN SHIP | TERMS | HOW SHIP | DATE |
|---|---|---|---|---|---|---|
| | | | | | | 8/25/16 |

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| | BAL ON FOUNDATION | | |
| | 516 ON BARKLEY Rd. | 4,800.00 | |
| | | ~~2500~~ | |
| | | 2000.00 | |

BUYER:

Adams 8100

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

3018

8/26/2016

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 7/27/2016 | Bill | Inv#974476 | 3,500.00 | 2,600.00 | | 2,600.00 |
| | | | | | Check Amount | 2,600.00 |

8/26/16
James May

REGIONS-General C 2,600.00

974476

**MAY'S TRUCKING SERVICE**
**1820 LOTT STREET**
**HATTIESBURG, MS 39401**
**268-6030 544-3604**

POSTED 8/4/16 CP

| NAME | SHIP TO |
|---|---|
| Community Connection | |
| ADDRESS: Margaret St. | ADDRESS |
| CITY, STATE, ZIP: Hattiesburg, MS 39401 | CITY, STATE, ZIP |

| ORDER NUMBER | DEPARTMENT | SALESPERSON | WHEN SHIP | TERMS | HOW SHIP | DATE |
|---|---|---|---|---|---|---|
| | | | | | | 7/27/2016 |

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| | Pad for House on 5 Barkley Rd. | $3500.00 | |
| | Leveling Pad + Clearing Back Part of Lott & Fence. | | |
| | Total | $3500.00 | |
| | | -800.00 | |
| | | 2700.00 | |
| | | -100.00 CK | |
| | | 2600.00 | |
| | Billie Myers | | |

BUYER

KEEP THIS SLIP FOR REFERENCE

adams 8100 01-11

COMMUNITY CONNECTIONS INC dba
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
65-543/653

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

AUTHORIZED SIGNATURE

⑈002985⑈ ⑆065305436⑆ 0080576834⑈

Detach on Back. Security Features Included.

>065300279<
Trustmark Hattie
2016-06-30
0360334132

0360334132

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<br>Hattiesburg, MS 39401 | 6738 | $ 5,000.00 | 0 | | Unshaded X |

| Owner Information | Address | Phone | Cell |
|---|---|---|---|
| COMMUNITY CONNECTIONS, INC. | P.O. BOX 18612<br>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) 554-1004

| 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 By

DATE 6-28-16

APPROVED BY

DATE

*****This copy Owner/Contractor*****

COMMUNITY CONNECTIONS INC 06/09
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
65-543/655

3011

8/25/2016

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

Donna A. Ali
AUTHORIZED SIGNATURE

Details on Back. Security Features Included

⑈003011⑈ ⑆065305436⑆ 0080576834⑈

2016083100008302561 2 501

084201278

BANCORPSOUTH

TUPELO, MS 38801

CITY HATTIESBURG WATER DEPOSITS ACCTS 6081 8906

2016083100008302561 2 501
084201278
BANCORPSOUTH
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
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK

3024

9/9/2016

PAY TO THE ORDER OF Arkin Terrell $ **4,358.38

Four Thousand Three Hundred Fifty-Eight and 38/100 DOLLARS

TELLER # 8
SEP 13 2016
MAIN OFFICE, COLUMBIA

Arkin Terrell
PO Box 831
Foxworth, MS 39483

MEMO

AUTHORIZED SIGNATURE

⑈003024⑈ ⑆065305436⑆ 0080576834⑈

⑆065304385⑆ 20160913
CITIZENS BANK
6 32

⑆065304385⑆ 6 32 09/13/16

Bank Trustee
Brownsville Herald
3794765

**FROM:**

**Arkin Terrell**
**Invoice # 109082016**

**P. O. Box 831**
**Foxworth, MS 39483**

[redacted]

| Item Description | Quantity | Price Per | Total |
|---|---|---|---|
| Framing Work – 50% complete<br>516 Barkley Road<br>Hattiesburg, Ms 39401<br>Ms. Applewhite | | | $4,358.38 |
| CONSTRUCTION LIEN WAIVER<br>I agree to a conditional partial waiver on process payment of my right to a lien on the property located at 123 S Johnson Street, 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 | $4,358.38 |

Arkin Terrell 7/9/16

Signature Date

3024

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COMMUNITY CONNECTIONS INC
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
65-543/653

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
Sumrall, MS 39482

MEMO

Demon A. Ali

⑈003025⑈ ⑆065305436⑆ 0080576834⑈

20160909124310779093 05 1727

Regions Bank >062000019<

20160909124310779093 05 1727
Regions Bank >062000019<

Security Features Included Details on Back

**FROM:**

SS# 587-37-1459

**Carlos Parker**
**178 Oral Church Road**
**Sumrall, MS 39482**
**Invoice #1090916**

**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)<br>Drywalls – 135 (4x12x.42=$2,721.60)<br>Greenboards 15(4x8x.42 = $ 201.60)<br>516 Barkley Road<br>Hattiesburg, Ms 39401<br>Ms. Applewhite | | | $1,200.00 |
| | | | |
| **CONSTRUCTION LIEN WAIVER**<br>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 thatlhave 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 9/9/16
Date

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3026

COMMUNITY CONNECTIONS INC 0506
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
65-543/653

9/14/2016

PAY TO THE ORDER OF Ferguson Plumbing Supply $ 991.51

Nine Hundred Ninety-One and 51/100 DOLLARS

Ferguson Plumbing Supply
5115 Hwy 42
Hattiesburg, MS 39401

MEMO

Donna A. Ak

⑈003026⑈ ⑆065305436⑆ 0080576834⑈

PAY TO THE ORDER OF
WELLS FARGO BANK, N.A.
FOR DEPOSIT ONLY
FERGUSON ENTERPRISES, INC.
BRANCH 1997
4100 719

**FERGUSON®** *Save time and money use the item #'s below to re-order at fergusononline.com*

ACCEPT B/O = Y
SHOWROOM = N
SOURCE = SOE
IB FRT = N 0.
OB SHP = N 0.
27 SEP 2016 12:46:

FEI-JACKSON #1997
5115 HIGHWAY 42
HATTIESBURG, MS 39401-9999

PH: 601-545-1370 FAX: 601-545-1524

# CASH SALES ORDER
*** COD ***

| WRITER | SALESMAN |
|---|---|
| MMB | 997 |

TAG P.O. NO.

| ORDER NO. | REQUIRED DATE | SHIP WHS. | SELL WHS. |
|---|---|---|---|
| H060527-1 | 09/28/16 | 1997 | 1997 |

| CUSTOMER NO. | CUSTOMER ALPHA | CONTRACT NO. | BID NO. | ORDER DATE | ORDERED BY |
|---|---|---|---|---|---|
| 57858 | CHRIS | | B437602 | 09/26/16 | |

INSTRUCTIONS

OML CONTACT: Matthew Rounds
VENDOR
VENDOR P.O. NO.

CHRISTOPHER PLUMBING
8 BRANTLEY DRIVE
HATTIESBURG, MS 39402

CUST PH: 601-297-3405

SHIP TO:
CHRISTOPHER PLUMBING
516 BARCLAY ROAD
OFF OF EDWARDS ST NEAR PALMERS
HATTIESBURG, MS 39401

SHIP VIA: OT OUR TRUCK

| ROUTE NO. | RUN NO. | DEPART |
|---|---|---|
| | | |

| PCS | BAGS | BOXES | CRATES | LENGTHS | BUNDLES |
|---|---|---|---|---|---|
| | | | | | |

ROUTE DESC.

| CUSTOMER P.O. NO. | JOB NAME | ATTN: | SHIP WT. | SHIP DATE | DELIVERED BY | PACKED BY | CHECKED BY |
|---|---|---|---|---|---|---|---|
| HOWR/TUB | | | | | | | |

| LINE | ORDER QTY. | SHIP QTY. | BO QTY | ITEM CODE | DESCRIPTION | UNIT PRICE | U/M | TOTAL | P.O. NO. | AISLE LOC |
|---|---|---|---|---|---|---|---|---|---|---|
| 9 | 1 | 1 | 0 | DKT14296SS | CCY 2.0 *MONITO SHER ONLY TRTM BRST | 113.331 | EA | 113.33 | | 203-A2-[ |
| | | | | | | | | | 2.3 lb | K03-C4-[ |
| 10 | 1 | 1 | 0 | PFW0354 | W&O PVC S40 L&T H/RCT BRS BODY BN | 38.502 | EA | 38.50 | | K05-B3-[ |
| | | | | | | | | | 1.4 lb | 220-B4-[ |
| 11 | | | | | ********** | | | | | |
| 12 | | | | | DELIVER WEDNESDAY BY 11AM | | | | | |
| 13 | | | | | ********** | | | | | |
| | | | | | TOTAL WEIGHT OF ORDER: | 267.192 lbs | | | | |
| | | | | DEPOSIT PAID ON INV# | CH060527 991.51 BY CHECK CK# 3026 ON 09/26/16 | | | | | |

**********

ID LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other
plicable law in potable water systems anticipated for human consumption. Products with *NP in the description
NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

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 |
|---|---|---|---|---|---|
| 926.63 | 0.00 | 0.00 | 64.88 | 991.51 | 0.00 |

CUSTOMER'S SIGNATURE: _____ DATE: _____

TERMS: CASH ON DEMAND

CUSTOMER COPY

**FERGUSON** *Save time and money use the item #'s below to re-order at fergusononline.com*

FFI-JACKSON #1997
5115 HIGHWAY 42
HATTIESBURG, MS 39401-9999

PH: 601-545-1370 FAX: 601 545-1524

IN DEPT D/O = Y
SHOWROOM = N
SOURCE = SOE
IB FRT = N 0.
OB SHP = N 0.
27 SEP 2016 12:40:

CASH SALES ORDER
COD

| ORDER NO. | REQUIRED DATE | SHIP WHS. | SELL WHS. |
|---|---|---|---|
| SH0560527-1 | 09/28/16 | 1997 | 1997 |

| WRITER | SALESMAN |
|---|---|
| MMR | 0007 |

TAG P.O. NO.

| CUSTOMER NO. | CUSTOMER ALPHA | CONTRACT NO. | BID NO. | ORDER DATE | ORDERED BY |
|---|---|---|---|---|---|
| 578558 | CHRIS | | 3A376602 | 09/26/16 | |

INSTRUCTIONS

OML CONTACT: Matthew Reynolds

VENDOR

VENDOR P.O. NO.

SOLD TO:
CHRISTOPHER PLUMBING
8 BRANTLEY DRIVE
HATTIESBURG, MS 39402

CUST PH: 601-297-3405

SHIP TO:
CHRISTOPHER PLUMBING
516 ~~BARCLAY ROAD~~ Barkley Rd
OFF OF EDWARDS ST NEAR HALMERS
HATTIESBURG, MS 39401

SHIP VIA: OF OUR TRUCK

ROUTE NO. | RUN NO. | DEPAR

| PCS | BAGS | BOXES | CRATES | LENGTHS | BUNDLES | ROUTE DESC |
|---|---|---|---|---|---|---|
| | | | | | | |

| CUSTOMER P.O. NO. | JOB NAME | ATTN: | SHIP WT. | SHIP DATE | DELIVERED BY | PACKED BY | CHECKED BY |
|---|---|---|---|---|---|---|---|
| SHOWR/TUB | | | | | | | |

| LINE | ORDER QTY. | SHIP QTY. | BO QTY | ITEM CODE | DESCRIPTION | UNIT PRICE | U/M | TOTAL | P.O. NO. | AISLE LO |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1 | 1 | 0 | AG4887SHISLWK | 48X32 LH FRP SHWR WHT | 277.682 | EA | 277.68 | | R |
| | | | | | | | | | 125.0 lb | |
| | | | | | Serial Number 2[illegible] | | | | | |
| | | | | | | | | | | |
| 2 | 1 | 1 | 0 | PF14BNC | 2 BRS NO CAULK SHWR DRN | 17.100 | EA | 17.10 | | K01-R4- |
| | | | | | | | | | 1.5 lb | |
| 3 | 1 | 1 | 0 | DP10CCGUN | 1HDL P/BAL UNIV VLV ONLY | 33.969 | EA | 33.97 | | R03-B1- |
| | | | | | | | | | 1.4 lb | |
| 4 | 1 | 1 | 0 | TARLFC4PD | LF 1/2 BRS CAP | 2.505 | EA | 2.51 | | K08-B5- |
| | | | | | | | | | 0.1 lb | |
| 5 | | | | | | | | | | |
| | | | | | | | | | | |
| 6 | 1 | 1 | 0 | AGCP04TSRWH | 60X32 RH FRP T&S WHT | 277.682 | EA | 277.68 | | R |
| | | | | | | | | | 131.0 lb | |
| | | | | | Serial Number 50.1: 2[illegible] | | | | | |
| | | | | | | | | | | |
| 7 | 1 | 1 | 0 | DP 1LCTGUN | 1HDL P/BAL UNIV VLV ONLY | 33.969 | EA | 33.97 | | R03-B1- |
| | | | | | | | | | 1.4 lb | |
| 8 | 1 | 1 | 0 | DXT144265S | CCY 2 GPM 1HDL LEV T&S TRIM SS | 131.890 | EA | 131.89 | | R03-B2- |
| | | | | | | | | | 3.1 lb | K03-C4- |

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 |
|---|---|---|---|---|---|
| | | | | | |

CUSTOMER'S SIGNATURE: _____ DATE: _____

TERMS: CASH ON DEMAND

CUSTOMER COPY

CONTINUED

601580 8089

COMMUNITY CONNECTIONS INC 06/09
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
85-543/653

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

Donna A. Ale

⑈003027⑈ ⑆065305436⑆ 0080576834⑈

Detach on Dotted Line

Security Features Included

2016091500008610369 7 501

084201278

BANCORPSOUTH

TUPELO, MS 38801

2016091500008610369 7 501
084201278
BANCORPSOUTH
TUPELO, MS 38801

# INVOICE

**Construction Labor**

Date 9-14-2016
INVOICE #CCI-516-#001

# Tommy Smith

To

Community Connections, Inc.

PO Box 18612.
Hattiesburg, Ms. 39404
601-261-0820
Customer ID -CCI

**Hattiesburg, MS 39401**

| Salesperson | Job: 516 Barkley Rd,, H'burg | Payment Terms | Due Upon Receipt |
|---|---|---|---|
| | | Due on receipt | |

| Qty | Description | Unit Price | Line Total |
|---|---|---|---|
| 1 | Partial payment on Contract ($2000) which includes track hoe Rental | | 700.00 |
| | Subcontractor agrees to release all rights to liens on property and job to date. | | |
| | | | |
| | | | |
| | Received and agreed to by Tommy Smith: | | |
| | Date: 9-14-16 | | |
| | Contact Balance: $1,300.00 | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Subtotal | |
| | | Sales Tax | |
| | | Total | 700.00 |

*Thank you for your business!*

3027

COMMUNITY CONNECTIONS INC 06/09
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
65-543/653

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. Ali
AUTHORIZED SIGNATURE

⑈003030⑈ ⑆065305436⑆ 0080576834⑈

Security Features Details on Back

FD

201609210000856180 67 502

084201278

BANCORPSOUTH

TUPELO, MS 38801

201609210000856180 67 502
084201278
BANCORPSOUTH
TUPELO, MS 38801

May's Trucking Service
Deposit Only

974487

Maya Trucking Co.

| NAME | SHIP TO |
|---|---|
| Community Connection | |
| ADDRESS | ADDRESS |
| | |
| CITY, STATE, ZIP | CITY, STATE, ZIP |
| Hattiesburg, MS 39402 | |

| ORDER NUMBER | DEPARTMENT | SALESPERSON | WHEN SHIP | TERMS | HOW SHIP | DATE |
|---|---|---|---|---|---|---|
| | | | | | | 9/8/16 |

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| | Tractor Work on Barkley Rd. Finish Clearing Lot | | 350 00 |
| | Rent on Trac Hoe Small M & M Hardware | | 208 65 |
| | Rent on Surge Pump | 8/23 | ~~76 12~~ 52 97 |
| | " " " " | 8/24-/16 | 105 93 |
| | TOTAL | | $ 717 55 |

BUYER: Carolla McBride

adams 8100

01-11

KEEP THIS SLIP FOR REFERENCE

COMMUNITY CONNECTIONS INC 06/09
PO BOX 16612
HATTIESBURG, MS 39404

REGIONS BANK
65-549/653

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

AUTHORIZED SIGNATURE

Security Features Included Details on Back

⑈003034⑈ ⑆065305436⑆ 0080576834⑈

for deposit only

Fred W. Martin DBA Rolloff Recycling Center, LLC

PO BOX 1896
MS 39475

# Invoice

| Date | Invoice # |
|---|---|
| 9/20/2016 | 123 |

| Bill To |
|---|
| Community Connections Inc<br>215 Mobile Street<br>Hattiesburg MS 39401<br>Pierris |

| 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 |

1110

COMMUNITY CONNECTIONS INC 06/09
PO BOX 18572
HATTIESBURG, MS 39404

REGIONS BANK
65-543653

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

AUTHORIZED SIGNATURE

Danis on Back: Security Features Included

⑈003035⑈ ⑆065305436⑆ 0080576834⑈

⑆065304385⑆ 20161005
CITIZENS BANK
80 6

⑆065304385⑆ 80 6 10[illegible]18

**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<br>516 Barkley Road<br>Hattiesburg, Ms 39401<br>Ms. Applewhite | | | **$1,000.00** |
| **CONSTRUCTION LIEN WAIVER**<br>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

9/23
Date

601
261-0800

COMMUNITY CONNECTIONS INC 0649
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
65-643/863

3036

9-23-16

PAY TO THE ORDER OF Lowes Home Improvement $ 249.44

Two Hundred Forty Nine & 44/100 DOLLARS

Security Features Included Details on Back.

MEMO 516-Bailey Road
Leaks-
Bunks/Jeffs

Donna A. Chi
AUTHORIZED SIGNATURE

⑈003036⑈ ⑆065305436⑆ 0080576834⑈

FOR DEPOSIT ONLY 09/23/16
LOWE'S HOME CENTERS, LLC HD537
121000248- 4249.44
ID 0000017345
RTN4520054 ACCT0000057486
TRN00037 JAMMAS CLARTL1 BO
EXN000036 14134

FOR RETURNED CHECKS
> 065301121 <
Account 1180000259689 STORE# D537
BANK CHARLOTTE,NC
STORE# D537 ACCOUNT 065301121
FOR RETURNED CHECKS
> 065301121 <

3036

9-23-16

Lowe's

516 Barkley Rd

~~Change~~ Post to Exterior Framing

LOWE'S

NEVER STOP IMPROVING

LOWE'S HOME CENTERS, LLC
6004 US HIGHWAY 98
HATTIESBURG, MS 39402 (601) 261-3008

- SALE -

ITEM#: S0537TLT 859128 TRANS#: 36658903 09-23-16

| | |
|---|---|
| 750585 PRO CORN BROOM W/ WOOD HA | 11.29 |
| 287055 KW SN COMBO 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

POSTE 9/27/16

#9

COMMUNITY CONNECTIONS INC 06/09
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
85-545853

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

Security Features Included. Details on Back.

⑈003038⑈ ⑆065305436⑆ 0080576834⑈

20160929000084129104 501

084201278

BANCORPSOUTH

TUPELO, MS 38801

20160929000084129104 501
084201278
BANCORPSOUTH
TUPELO, MS 38801

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**<br>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
65-543853

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

AUTHORIZED SIGNATURE

Detach on Dotted Line
Security Features Included

⑈003039⑈ ⑆065305436⑆ 0080576834⑈

2016100300008553640 2 501

084201278

BANCORPSOUTH

TUPELO, MS 38801

2016100300008553640 2 501
084201278
BANCORPSOUTH
TUPELO, MS 38801

SHELTON FEDERAL BANK
FT. LAUDERDALE, FL

G & G Hardware & Specialty, Inc.
5029 Old Hwy 11
Hattiesburg, MS 39402
PHONE 601-264-8008
FAX 601-264-8198

SALES RECEIPT
09/09/2016 Time 02:25pm TX# 347869
Station:01 Drawer:1

1 TRACKHOE 24 HR Price 195.00
RENTAL TRACKHOE 24 HR 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

Tom [illegible]

COMMUNITY CONNECTIONS INC 08/09
PO BOX 13612
HATTIESBURG, MS 39404

REGIONS BANK
65-549/631

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

AUTHORIZED SIGNATURE

⑈003043⑈ ⑆065305436⑆ 3080576834⑈

Security Features Included Details on Back.

For Deposit Only
The Harvard Pest Control Co., Inc.
Acct # 3080576834

*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 PAYMEN

| DATE | ORDER | INVOICE | SERVICE | AMOUNT | BALANCE | INVOICE | DUE |
|---|---|---|---|---|---|---|---|
| Location Name: 516 BARKLEY ROAD, HATTIESBURG, MS, 39401 | | | | | | | |
| 08/25/16 | 1033116 | 1033116 | Termite Pre-treat | 394.83 | 394.83 | 1033116 | 394.83 |

| CURRENT | 30 DAYS | 60 DAYS | OVER 90 DAYS | TOTAL | TOTAL AMOUNT DUE | 394.83 |
|---|---|---|---|---|---|---|
| 394.83 | 0.00 | 0.00 | 0.00 | 394.83 | | |

~~Visit our website today and sign up for e-statements. Thank you for your business.~~

CHECK ITEMS BEING PAI

AMOUNT REMITTED _____

COMMUNITY CONNECTIONS INC 06/09
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
65-543/653

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 R. Ali
AUTHORIZED SIGNATURE

⑈003044⑈ ⑆065305436⑆ 0080576834⑈

2223110044400 10-06-2016

022231100444 00

FOR DEPOSIT ONLY
Southeastern Concrete Co.

Southeastern CONCRETE

P.O. Box 16748
Hattiesburg, MS 39404
Office 601-544-7000

(c) 636238

# INVOICE

POSTED

RECEIVED 9/7/16

Customer No. COM001
Invoice Date 8/26/2016
Invoice Number 25181 Page 1
Job Id 516 BARKLEY RD.
Credit Terms NET 10TH PROX

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 06/09
PO BOX 18512
HATTIESBURG, MS 39404

REGIONS BANK
65-543/653

3045

9/30/2016

PAY TO THE ORDER OF Economy Supply $ **246.98

Two Hundred Forty-Six and 98/100********** DOLLARS

Economy Supply
PO Box 1128
Hattiesburg, Ms 39403-1128

MEMO

AUTHORIZED SIGNATURE

Security Features Included Details on Back.

⑈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

Phone #: (601) 582-1941
Fax #: (601) 544-6960



# STATEMENT of ACCOUNT

Statement Date: 08/31/16

Account number: COMM1205

COMMUNITY CONNECT (L)
ATTN: DONNA ALI
215 MOBILE ST
HATTIESBURG, MS 39404-8612

| Date | Invoice | Description | Charges | Credits | Amount Due | Balance |
|---|---|---|---|---|---|---|
| | | | | | | 264.70 |
| 07/13 | 254627 | 516 BARKLEY RD FOUN | 264.70 | | | 444.46 |
| 08/04 | 256031 | | 179.76 | | | 448.74 |
| 08/10 | 256349 | | 4.28 | | | 488.87 |
| 08/17 | 256961 | | 40.13 | | | 505.78 |
| 08/25 | 257330 | | 16.91 | | 16.91 | 553.93 |
| 08/25 | 257351 | | 48.15 | | 48.15 | 735.83 |
| 08/25 | 257305 | 516 BARKLEY RD | 181.90 | | 181.90 | 246.96 |
| 08/26 | | Payment, chk#4199 | | -488.87 | | |

POSTED
RECEIVED 9/7/16

| Current | 1 to 30 | 31 to 60 | 61 to 90 | Over 90 | Total |
|---|---|---|---|---|---|
| 246.96 | 0.00 | 0.00 | 0.00 | 0.00 | 246.96 |

COMMUNITY CONNECTIONS INC 06/09
PO BOX 16612
HATTIESBURG, MS 39404

REGIONS BANK
65 543653

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

AUTHORIZED SIGNATURE

⑈003049⑈ ⑆065305436⑆ 0080576834⑈

Security Features Included Details on Back

100618 205400014391685 0555030814

MISSISSIPPI POWER

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 0000
PO BOX 18812
HATTIESBURG, MS 39404

REGIONS BANK
65-543/653

3023

9/13/2016

PAY TO THE ORDER OF Rashad N. Ali $ **136.53

One Hundred Thirty-Six and 53/100********** DOLLARS

Rashad N. Ali
302 First Hopewell Rd.
Sumrall, MS 39482

MEMO

Doreen A. Ali

Security Features Included

⑈003023⑈ ⑆065305436⑆ 0080576834⑈

20160913124310556775 04 1633

Regions Bank >062000019<

DEPOSIT ONLY
RASHAD ALI

20160913124310556775 04 1633
Regions Bank >062000019<

TOOLS/EQUIPMENT AND PARTY RENTALS –

- Garden Tillers
- Thatchers
- Chain Saws
- Lawn Mowers
- Power S
- S
- Ines
- Augers
- 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

Serving Homeowners, Contractors and Businesses

# 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: 427021302 — CONTRACT CLOSING — Contract Number: 1-278844-0

09/06/16

ALI, RASHAD NAHIUM
302 FIRST HOPEWELL RD
SUMRALL, MS 39482

ALI, RASHAD NAHIUM
302 FIRST HOPEWELL RD
SUMRALL, MS 39482

601 736-2192

LOCATION OF EQUIPMENT:
MESSAGE:

Out: WED 08/31/16 11:40
In: TUE 09/06/16 08:2

THANK YOU FOR CHOOSING TAYLOR RENTAL

| Item No. | Qty | Description | Rate Info | | Unit | Extended |
|---|---|---|---|---|---|---|
| 020-0048 1-01 | 1 | GENERATOR, 5.6 WACKER<br>Serial number: 50400<br>Replacement Charge, each | 2A | 58.00 | 116.00<br><br>1776.00 | 116.00 |

RETURNED

#3023

Receipts Summary

| Date | Seq | Method | Ref/PO | Amount |
|---|---|---|---|---|
| 08/31/16 | 02 | VI Credit Card | | 136.53 |

Summary

| | |
|---|---|
| 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 ITEM(S) BY: TUE 09/06/16 08:2

Declines (Initials) — Renter, by initial hereon, declines benefits of Paragraph 10, Damage Waiver, on reverse side of this contract.

Notify 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

Dp Sales Agent: Date: Customer: Contract:

COMMUNITY CONNECTIONS INC ccco
PO BOX 18619
HATTIESBURG, MS 39404

REGIONS BANK
86-543/653

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

AUTHORIZED SIGNATURE

⑈003031⑈ ⑆065305436⑆ 0080576834⑈

⑆065304385⑆ 20160918
CITIZENS BANK
25 12

⑆065304385⑆ 25 12 09/18/16

Arkin Terrell
Alamon Terrell

**FROM:**

**Arkin Terrell**
**Invoice # 209152016**

**P. O. Box 831**
**Foxworth, MS 39483**

[redacted]

| Item Description | Quantity | Price Per | Total |
|---|---|---|---|
| Framing Work – 89% complete<br>516 Barkley Road<br>Hattiesburg, Ms 39401<br>Ms. Applewhite | | | $3,358.38 |
| [redacted] | | | |
| | | | |
| [redacted] | | | |
| | | | |
| [redacted] | | | |
| | | | |
| | | TOTAL | $3,358.38 |

Signature

Date

Like this template?

You'll love Cashboard Invoicing Software

#5

# 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** | _x_ **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** | |
|---|---|---|---|
| *This section to be completed by Developer* | | *This section to be completed by Developer* | |
| Total Amount Requested for this Draw | $13,924.46 | Total Amount Requested for this Draw | $13,924.46 |
| *This section to be completed by City* | | | |
| Original Contract Amount | $ 54,000.00 | Original Contract Amounts | $108,000.00 |
| Total Change order amounts | $ -0- | Total Change order amounts | $ -0- |
| Prior payments to date | $ 19,575.06 | Prior payments to date (Gross) | $ 36,359.79 |
| Contract balance | $ 34,424.94 | Contract balances | $ 71,640.21 |
| Total amount approved | $ 8,354.68 | Total amounts approved this draw | $ 13,924.46 |
| 10% withheld | $ 835.47 | _40___% Total Retainage | $ 5,569.79 |
| This Payment Amount | $ 7,519.21 | Actual payment amounts (#3) | $ 8,354.67 |
| New Contract balance | $ 26,916.73 | New Contract balances | $ 57,715.75 |
| Total retainage held to date | $ 3,010.64 | Total retainage held to date | $ 3,010.64 |

**Authorized Signatures**

| | | |
|---|---|---|
| Signature of Authorized Officer Requesting Funds<br>Donna Ali | Print Name<br>Donna Ali<br>Executive Director | Date<br>10/11/16 |
| Signature of City Housing Specialist | Print Name<br>Robert Jones | Date<br>11-1-2016 |
| Signature of City Official Approving Disbursement<br>Clarence Williams | Print Name<br>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
HATTIESBURG, MS 39404

REGIONS BANK
65-243/653

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

AUTHORIZED SIGNATURE

⑈002988⑈ ⑆065305436⑆ 0080576834⑈

Security Features Included Details on Back

02071216 000203 042 078289 Deposit Only
0000000475789349 79096294 Credit to Account
00225.09 of within named payee without
021 ear Prejudice Fifth Third Bank⑆042000314⑆

Customer Care Services: 1-800-543-2644

AMERICAN MODERN SELECT
INSURANCE COMPANY

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. |

C 085 302619 0047578934 23 000
COMMUNITY CONNECTION DONNA ALI
PO BOX 18612
HATTIESBURG MS 39404-8612

**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

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 amig.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
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
65-843/653

2998

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

AUTHORIZED SIGNATURE

Security Features Included Details on Back.

⑈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<br>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: Inspection Type | IVR |
|---|---|
| | |
| | |

**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.**

Tony Williams
SIGNATURE OF CONTRACTOR, OWNER, OR AUTHORIZED AGENT — DATE

Steve Mitchell By [signature]
APPROVED BY — DATE 7-28-16

*****This copy Building Department*****

COMMUNITY CONNECTIONS INC 06/09
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
65-549/653

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

AUTHORIZED SIGNATURE

Security Features Included Details on Back.

⑈003002⑈ ⑆065305436⑆ 0080576834⑈

May's Trucking Svc.
Payment only

974476

**MAY'S TRUCKING SERVICE**
**1820 LOTT STREET**
**HATTIESBURG, MS 39401**
**268-6030 544-3604**

F

| NAME | SHIP TO |
|---|---|
| Community Connection | POSTED 8/4/16 CP |
| ADDRESS Margett St. | ADDRESS |
| CITY, STATE, ZIP Hattiesburg, MS 39401 | CITY, STATE, ZIP |

| ORDER NUMBER | DEPARTMENT | SALESPERSON | WHEN SHIP | TERMS | HOW SHIP | DATE |
|---|---|---|---|---|---|---|
| | | | | | | 7/27/2016 |

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| | Pad for House on 5 Barkley Rd. | $3500.00 | |
| | Leveling Pad + Clearing Back part of Lott to Fence. | | |
| | Total | $3500.00 | |
| | | ✓ -800.00 | |
| | | 2700.00 | |
| | | -100.00 | |
| | | 2600.00 | |
| | Billie Myers | | |

BUYER

Adams 8100

01-11

**KEEP THIS SLIP FOR REFERENCE**

COMMUNITY CONNECTIONS INC

3002

May's Trucking Service

8/3/2016

7610 · Construction Expenses:7623 · Lot Pr Partial Invoice #974476

800.00

#2

POSTED

POSTED 8/4/16

CR

REGIONS-General Chec

800.00

LMP12 M/P CHECK

51N311 (7/09) 582405

**COMMUNITY CONNECTIONS INC** 08/09
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
65-543/653

3003

8/9/2016

PAY TO THE ORDER OF Southern On-Site, LLC $ **85.60

Eighty-Five and 60/100********** DOLLARS

Southern On-Site, LLC
PO Box 18798
Hattiesburg, MS 39404

MEMO

AUTHORIZED SIGNATURE

Security Features Included Details on Back.

⑈003003⑈ ⑆065305436⑆ 0080576834⑈

>065300279<
Trustmark Hattie
2016-08-16
0328604604

0328604604

PAY TO THE ORDER OF
Trustmark National Bank
065300279
FOR DEPOSIT ONLY
SOUTHERN ON-SITE, LLC
0800446646

# Invoice

**Southern On-Site, LLC**
P.O. Box 18798
Hattiesburg, MS 39404

POSTED 7/28/16

| Date | Invoice # |
|---|---|
| 7/22/2016 | 52994 |

| Bill To | Ship To |
|---|---|
| Community Connections Inc.<br>Ivory Williamson<br>215 Mobile St.<br>Hattiesburg, MS 39401 | 516 Barkley Rd<br>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 # | E-mail |
|---|---|
| (769) 223-6251 | 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 0000
PO BOX 18612
HATTIESBURG, 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

⑈003004⑈ ⑆065305436⑆ 0080576834⑈ ⑈**********30 73⑈

20160810218011923107 07 1641

Regions Bank >062000019<

FOR DEPOSIT ONLY WAL-MART #02501
TL# 63 TR# 1541 GC0002624 11/20.00
II ID# WSB0022464 08/09/16
ABA # 065305436
CK #/T 0080576834
CK# 003004 AMT $30.73
APPROVAL # P3302435
PAYROLL/GOVERNMENT CHECK
LICENSED CHECK CASHER

08/09/16
FOR RETURN ITEMS
>242170240<
02501 Wal-Mart 762153
>242170240<

20180610218011923107 07 1641
Regions Bank >062000019<

COMMUNITY CONNECTIONS INC O/M
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
65-543/653

3007

8/19/2016

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

AUTHORIZED SIGNATURE

⑈003007⑈ ⑆065305436⑆ 0080576834⑈

20160819124310777090 05 1721

Regions Bank >062000019<

May's Trucking Inc
Deposit Only

20160819124310777090 05 1721
Regions Bank >062000019<

974476

**MAY'S TRUCKING SERVICE**
**1820 LOTT STREET**
**HATTIESBURG, MS 39401**
**268-6030 544-3604**

F

| NAME | SHIP TO |
|---|---|
| Community Connection | POSTED 8/4/16 cp |
| ADDRESS Margalet St. | ADDRESS |
| CITY, STATE, ZIP Hattiesburg, MS 39401 | CITY, STATE, ZIP |

| ORDER NUMBER | DEPARTMENT | SALESPERSON | WHEN SHIP | TERMS | HOW SHIP | DATE |
|---|---|---|---|---|---|---|
| | | | | | | 7/27/2016 |

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| | Pad for House on 5 Barkley Rd. | $3500.00 | |
| | Leveling Pad + Clearing Back Part of Lott to Fence. | | |
| | Total | $3500.00 | |
| | | -800.00 | |
| | | 2700.00 | |
| | | -100.00 | |
| | | 2600.00 | |
| | Billie Myers | | |

BUYER

Adams 8100

01-11

**KEEP THIS SLIP FOR REFERENCE**

16-08-940

**COMMUNITY CONNECTIONS INC 06/09**
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
065405655

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

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 - $278.00
(2) Wise, Carter + Caraway $350.00

— 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 06/09
PO BOX 16612
HATTIESBURG, MS 39404

REGIONS BANK
65-543/653

3013

8/26/2016

PAY TO THE ORDER OF Economy Supply $ **468.87

Four Hundred Eighty-Eight and 87/100 DOLLARS

Economy Supply
PO Box 1128
Hattiesburg, Ms 39403-1128

MEMO A/c # COMM1205

Donna A. Ab
AUTHORIZED SIGNATURE

⑈003013⑈ ⑆065305436⑆ 0080576834⑈

>065300279<
Trustmark Hattie
2016-08-29
0346372126

FOR DEPOSIT ONLY
THE ECONOMY SUPPLY CO
4800132101

·0346372126

THE ECONOMY SUPPLY CO.,INC.
P.O. BOX 1128
HATTIESBURG, MS 39403-1128



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 FOUN | 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

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 08/09
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
65-548/653

3014

8/26/2016

PAY TO THE ORDER OF Residential Designs, Inc. $ **395.00

Three Hundred Ninety-Five and 00/100********** DOLLARS

Residential Designs, Inc.
6659 Hwy 98 West
Hattiesburg, MS 39402

MEMO

AUTHORIZED SIGNATURE

Security Features Included Details on Back

⑈003014⑈ ⑆065305436⑆ 0080576834⑈

20160902124611134705 04 1319

Regions Bank >062000019<

20160902124611134705 04 1319
Regions Bank >062000019<

Attachment 9/2/2016

July 6, 2016

# Residential Designs, Inc.

6659 US Hwy. 98 West
Hattiesburg, MS 39402

POSTED 8/4/16 CR

## Invoice

## 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 | $395.00 |

Thanks and God bless!

Stephen Mathis, CPBD
Residential Designs, Inc.

**COMMUNITY CONNECTIONS INC 0606**
PO BOX 18512
HATTIESBURG, MS 39404

REGIONS BANK
65-543/658

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

AUTHORIZED SIGNATURE

⑈003016⑈ ⑆065305436⑆ 0080576834⑈

Magnolia Construction Supply Inc
283567
PriorityOne Bank
065302303

FOR DEPOSIT ONLY

MCS Building Supply
1438 HWY 42
Sumrall, MS 39482
(601) 758-0800

POSTED 8/4/16 CR

# 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 |

#5

## 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** 06/09
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
86-643/653

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

AUTHORIZED SIGNATURE

⑈003037⑈ ⑆065305438⑆ 0080576834⑈

>065304385< 20160927
CITIZENS BANK
81 22

<065304385> 81 22 09/27/16

**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 — HAD TO DRILL HOLE

+ 10.00 LL

130.00 DN

CONTRACTOR Larry L. Anderson

#9

COMMUNITY CONNECTIONS INC c/o/o
PO BOX 16612
HATTIESBURG, MS 39404

REGIONS BANK
65-543/653

3056

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. Ab

⑈003056⑈ ⑆065305436⑆ 0080576834⑈

20161021124112107114 03 0935

Regions Bank >062000019<

20161021124112107114 03 0935
Regions Bank >062000019

Christopher Plumbing
601-729-8880
Alton Christopher
1-28-23-285
0100934411

585294

.00 SERVICE CHARGE ON RETURNED CHECKS

☐ ESTIMATE (VALID FOR 30 DAYS)

| | | |
|---|---|---|
| DATE 9/30/16 | ☐ SERVICE ☐ WILL CALL ☐ INSTALL ☐ DELIVER | PHONE |
| NAME Community Connection | | MAKE |
| ADDRESS 516 Barkley Rd | | MODEL |
| Hattiesburg MS 39402 | | SERIAL |
| ITEM TO BE SERVICED | | NATURE OF SERVICE REQUEST |

| QTY. | PART # | DESCRIPTION OF PARTS OR MATERIALS | PRICE | AMOUNT |
|---|---|---|---|---|
| | | Install drain on | | |
| | | 3 | | |
| | | job | | |

LABOR PERFORMED

CHRISTOPHER PLUMBING SERVICE
3 BRANTLEY DR.
HATTIESBURG, MS 39402
PHONE: 601-264-9495

| | |
|---|---|
| TOTAL MATERIALS | |
| 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.

**Repair Order**
ORIGINAL

AUTHORIZED BY:

09-11

adams 5084

TERMS - NET CASH
NO GOODS HOLD OVER 30 DAYS

#4

COMMUNITY CONNECTIONS INC 06/09
PO BOX 18812
HATTIESBURG, MS 39404

REGIONS BANK
65-343/653

3057

10/20/2016

PAY TO THE ORDER OF Arthur Ashford $ **3,600.00

Three Thousand Six Hundred and 00/100********** DOLLARS

Arthur Ashford
15 Woods Ave.
Hattiesburg, MS 39401

MEMO

⑆003057⑈ ⑆065305436⑆ 0080576636⑈

20161021000085048017 501

084201278

BANCORPSOUTH

20161021000085048017 501 TUPELO, MS 38801
084201278
BANCORPSOUTH
TUPELO, MS 38801

**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<br>Materials/Labor<br>516 Barkley<br>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

Like this template?
You'll love Cashboard Invoicing Software

601
261-0820

**COMMUNITY CONNECTIONS INC 06/09**
PO BOX 18612
HATTIESBURG, MS 39404

REGIONS BANK
65-543653

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

AUTHORIZED SIGNATURE

⑈003058⑈ ⑆065305435⑆ 0080576834⑈

Security Features Included

FOR DEPOSIT ONLY 10/21/16
LOWE'S HOME CENTERS, LLC W5537
231000246 4242225825 $1892.47
ID OMN001981649
RTN035054446 ACCTN0000001918439
TRN000204 TMN0486 CLWOTLL 00
CKN000050 09111

FOR RETURNED CHECKS
> 053101121 <
Account 1180000298630 STORE# 0537
WALT CHARLOTTE,NC
STORE# 0537 ACCOUNT 053101121
FOR RETURNED CHECKS
> 053101121 <

LOWE'S

LOWE'S HOME CENTERS, LLC
6004 US HIGHWAY 98
HATTIESBURG, MS 39402 (601) 261-3008

-- SALE --

SALES#: 5053/TL1 659128 TRANS#: 38059019 10-21-16

| | |
|---|---|
| 13002 | 367.02 |
| JM R13F 106.56-SQ FT 15-I | |
| 9 @ 40.78 | |
| [DELIVERY] | |
| 573325 BTHT73531 | 3.48 |
| BOSTITCH 3/8 HD STAPLES 1 | |
| [DELIVERY] | |
| 308823 BT110 | 14.98 |
| BOSTITCH HD STAPLE GUN(-1 | |
| [DELIVERY] | |
| 674985 G05521 | 9.98 |
| GB 9.65-IN INSIDE CRNR 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 ALL 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

OMZR130A

LOWE'S HOME CENTERS, LLC
HBM 0537



PROJECT ESTIMATE

CONTACT: PARKER, CARLOS
CUST #: 172046656

SALESPERSON: 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.

Terry Lowe
MANAGER SIGNATURE

10/18/16
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.

#8

# City of Hattiesburg, MS

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

**FILE NUMBER:** 2016-50 **MEETING DATE:** 11/08/2016 **MINUTE BOOK NUMBER:**

**Brief Title:** Claims Docket for 11-8-16 Meeting

**Title:** 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:** 11/03/2016

**Budget Information:**

**Expenditure Type:**

**Purchasing Item:**

**Publication Information:**

**History of Legislative File**

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 31, 2016

Date - 10/27/16

| 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 | | | | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Sum | | | | | | | 1,334.21- |
| 00001 | ALBERT & ASSOCIATES ARCH | INVOICE 12 | 00165348 | 16000620 | SRV PROJ 15646 OLD FED BLDG | 10/31/16 | 253871 | 480.00- |
| ALBERT & ASSOCIATES ARCH | | | | | | | | |
| Sum | | | | | | | | 480.00- |
| 00001 | ALLBRITTON CHAIN SAW & L | 46845 | 00165124 | 16000423 | VARI CHAINS STREET DEPT | 10/31/16 | 253872 | 159.40- |
| ALLBRITTON CHAIN SAW & L | | | | | | | | |
| Sum | | | | | | | | 159.40- |
| 00001 | ALWAYS IN STITCHES | 2831 | 00164593 | 16000482 | SHIRTS P/F ACDMY STAFF | 10/31/16 | 253873 | 533.25- |
| ALWAYS IN STITCHES | | | | | | | | |
| Sum | | | | | | | | 533.25- |
| 00001 | AMERICAN AIR SPECIALISTS | 81078 | 00159979 | 16000364 | SEWER SERV #2 FIRE STA | 10/31/16 | 253874 | 120.00- |
| AMERICAN AIR SPECIALISTS | | | | | | | | |
| Sum | | | | | | | | 120.00- |
| 00001 | ANDERSON RETAIL INC | 122986 | 00165158 | 16000463 | TRESHOLD STRIPS TRAFFIC DEPT | 10/31/16 | 253875 | 30.00- |
| ANDERSON RETAIL INC | | | | | | | | |
| Sum | | | | | | | | 30.00- |
| 00001 | ANOINTED HANDS SERVICES, | 2732 | 00164669 | 16000418 | STRIP/WAX FLOORS GRAND HALL | 10/31/16 | 253876 | 2,282.00- |
| ANOINTED HANDS SERVICES, | | | | | | | | |
| Sum | | | | | | | | 2,282.00- |
| 00001 | ARDY,S AUTO SPA | PO#163901 9/ | 00163901 | 16000515 | DETAIL PLANNING VEHICLE | 10/31/16 | 253878 | 150.00- |
| 00001 | ARDY,S AUTO SPA | PO#163917 8/ | 00163917 | 16000516 | DETAIL U#14147 PLANNING | 10/31/16 | 253878 | 150.00- |
| ARDY,S AUTO SPA | | | | | | | | |
| Sum | | | | | | | | 300.00- |
| 00001 | AT&T | 601M26940440 | 00020171 | 16000381 | SERV 10/8-11/7/16 POLICE | 10/31/16 | 253879 | 76.00- |
| 00001 | AT&T | 601M26684200 | 00165095 | 16000385 | INTERACT SOFTWARE SUPPORT | 10/31/16 | 253879 | 6,151.00- |
| 00001 | AT&T | 601M26491400 | 00165095 | 16000386 | INTERACT SOFTWARE SUPPORT | 10/31/16 | 253879 | 47.00- |
| AT&T | | | | | | | | |
| Sum | | | | | | | | 6,274.00- |
| 00001 | AUTO ARMATURE SERVICE IN | 07202 | 00165139 | 16000422 | BATTERIES U#18864 TRAFFIC | 10/31/16 | 253880 | 277.90- |
| 00001 | AUTO ARMATURE SERVICE IN | 07228 | 00165227 | 16000663 | STARTER U#14715 HEALTH | 10/31/16 | 253880 | 118.95- |
| AUTO ARMATURE SERVICE IN | | | | | | | | |
| Sum | | | | | | | | 396.85- |
| 00001 | AUTO GLASS-CITY GLASS SO | WO88947 | 00164703 | 16000619 | CONF TABLE GLASS TRAIN DEPOT | 10/31/16 | 253881 | 525.00- |
| AUTO GLASS-CITY GLASS SO | | | | | | | | |
| Sum | | | | | | | | 525.00- |
| 00001 | BATTERIES PLUS BULBS #63 | 634-112043 | 00165258 | 16000557 | BATTERIES PUBLIC WORKS | 10/31/16 | 253882 | 89.28- |
| BATTERIES PLUS BULBS #63 | | | | | | | | |
| Sum | | | | | | | | 89.28- |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 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, KERMAS | 10/16 | 00201746 | 16000413 | PETTY CASH FOR NEW F/Y | 10/19/16 | 111279 | 900.00- |
| EATON, KERMAS | | | | | | | |
| 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- |

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|---|---|---|---|---|---|---|---|
| 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- |

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| 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- |

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|---|---|---|---|---|---|---|---|
| 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- |

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|---|---|---|---|---|---|---|---|
| 00001 JACKSON & ARRINGTON (LEG | 60635 | 00165111 | 16000406 | SRVS MUN AIRPORT | 10/31/16 | 254003 | 949.50- |
| JACKSON & ARRINGTON (LEG | | | | | | | |
| Sum | | | | | | | 949.50- |
| 00001 JACKSON COMMUNICATIONS | S17121 | 00165092 | 16000583 | COMM EQUIP REPR PTS FIRE DEPT | 10/31/16 | 254004 | 45.96- |
| JACKSON COMMUNICATIONS | | | | | | | |
| Sum | | | | | | | 45.96- |
| 00001 JOHNNY'S WRECKER SERVICE | 31390 | 00165030 | 16000365 | TOWING U#13932 FIRE DEPT | 10/31/16 | 254007 | 600.00- |
| JOHNNY'S WRECKER SERVICE | | | | | | | |
| Sum | | | | | | | 600.00- |
| 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 | | | | | | | |
| Sum | | | | | | | 1,900.00- |
| 00001 JORDAN, MARK | TRAVEL REIMB | 00165426 | 16000673 | EXPNS MACE CONF GULFPORT | 10/31/16 | 254010 | 17.54- |
| JORDAN, MARK | | | | | | | |
| Sum | | | | | | | 17.54- |
| 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 | | | | | | | |
| Sum | | | | | | | 3,999.17- |
| 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 | | | | | | | |
| Sum | | | | | | | 1,175.97- |
| 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 | | | | | | | |
| Sum | | | | | | | 26,330.70- |
| 00001 LELAND, HEATHER (REFUND) | DAMAGE DEP R | 00201754 | 16000594 | DAMAGE DEPOSIT REFUND | 10/31/16 | 254021 | 300.00- |
| LELAND, HEATHER (REFUND) | | | | | | | |
| Sum | | | | | | | 300.00- |
| 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 | | | | | | | |
| Sum | | | | | | | 3,027.21- |
| 00001 LOWE'S OF HATTIESBURG IN | 924132 | 00163332 | 16000472 | HAND TOOLS CONSTR DEPT | 10/31/16 | 254027 | 62.27- |
| LOWE'S OF HATTIESBURG IN | | | | | | | |
| Sum | | | | | | | 62.27- |
| 00001 MACALUSO, ELIZABETH (REF | DAMAGE DEP R | 00201754 | 16000593 | DAMAGE DEPOSIT REFUND | 10/31/16 | 254029 | 300.00- |
| MACALUSO, ELIZABETH (REF | | | | | | | |
| Sum | | | | | | | 300.00- |

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|---|---|---|---|---|---|---|---|
| 00001 MAXWELLS MONOGRAM | 157546 | 00165123 | 16000655 | EMBROIDER JUMP SUITS | 10/31/16 | 254033 | 100.00- |
| MAXWELLS MONOGRAM | | | | | | | |
| Sum | | | | | | | 100.00- |
| 00001 MCCOY'S TRIM SHOP | 953023 | 00164959 | 16000374 | SEAT REPR U#16966 SHOP | 10/31/16 | 254035 | 80.00- |
| MCCOY'S TRIM SHOP | | | | | | | |
| Sum | | | | | | | 80.00- |
| 00001 MCELHANEY PLUMBING INC | 248892 | 00165045 | 16000395 | PLUMB SUPP #6 FIRE STA | 10/31/16 | 254036 | 199.90- |
| MCELHANEY PLUMBING INC | | | | | | | |
| Sum | | | | | | | 199.90- |
| 00001 MISSISSIPPI FIRE SERVICE | NEW MBRSHP L | 00165256 | 16000536 | NEW MBRSHP LEWIS | 10/31/16 | 254038 | 10.00- |
| 00001 MISSISSIPPI FIRE SERVICE | NEW MBRSHP S | 00165256 | 16000537 | NEW MBRSHP STEPHENS | 10/31/16 | 254038 | 10.00- |
| MISSISSIPPI FIRE SERVICE | | | | | | | |
| Sum | | | | | | | 20.00- |
| 00001 MOFFETT, STEPHANIE | 10/16 | 00201746 | 16000410 | PETTY CASH FOR NEW F/Y | 10/19/16 | 111276 | 300.00- |
| MOFFETT, STEPHANIE | | | | | | | |
| Sum | | | | | | | 300.00- |
| 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 | | | | | | | |
| Sum | | | | | | | 45.00- |
| 00001 MORGAN, C J INC | 2016084 | 00165234 | 16000501 | STORM DRAIN REPR HILLENDALE | 10/31/16 | 254041 | 11,862.45- |
| MORGAN, C J INC | | | | | | | |
| Sum | | | | | | | 11,862.45- |
| 00001 MOTOROLA CUSTOMER CONNEC | 13130313 | 00164188 | 16000566 | RADIO/CHARGER SHUTTLE BUS | 10/31/16 | 254042 | 1,653.91- |
| MOTOROLA CUSTOMER CONNEC | | | | | | | |
| Sum | | | | | | | 1,653.91- |
| 00001 MR. SIPPI BEVERAGES | 108334 | 00165060 | 16000358 | DRINKING WATER POLICE DEPT | 10/31/16 | 254043 | 221.95- |
| MR. SIPPI BEVERAGES | | | | | | | |
| Sum | | | | | | | 221.95- |
| 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 | | | | | | | |
| Sum | | | | | | | 224.00- |
| 00001 MS ECONOMIC COUNCIL | 168268 BARNE | 00165062 | 16000371 | HOBNOB REG BARNES JACKSON | 10/31/16 | 254045 | 60.00- |
| MS ECONOMIC COUNCIL | | | | | | | |
| Sum | | | | | | | 60.00- |
| 00001 MS EMBROIDERY COMPANY | E11390 | 00163885 | 16000670 | SHIRTS TECH INSPECTOR H OFFCL | 10/31/16 | 254046 | 393.80- |
| MS EMBROIDERY COMPANY | | | | | | | |
| Sum | | | | | | | 393.80- |

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|---|---|---|---|---|---|---|---|
| 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 | MBRSHP BERNA | 00165051 | 16000349 | MBRSHP BERNARDO COUNCIL | 10/31/16 | 254059 | 80.00- |
| 00001 NATL INSTIT FOR PUBLIC P | MBRSHP LONDO | 00165051 | 16000350 | MBRSHP 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- |

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| 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 | | | | | | | | 524.15- |
| 00001 | NOBLES CONTRACTING LLC | #9 FINAL OLD | 00165346 | 16000617 | OLD FED BLDG RENOVATION | 10/31/16 | 254064 | 44,888.25- |
| NOBLES CONTRACTING LLC | | | | | | | | |
| Sum | | | | | | | | 44,888.25- |
| 00001 | NORFOLK SOUTHERN CORP | 90249770 | 00165194 | 16000466 | 11/16 LEASE RR ST PK LOT | 10/31/16 | 254065 | 1,900.00- |
| NORFOLK SOUTHERN CORP | | | | | | | | |
| Sum | | | | | | | | 1,900.00- |
| 00001 | OFFICE DEPOT INC | 1995198679 | 00165007 | 16000511 | OFFICE SUPP M/ADM | 10/31/16 | 254067 | 184.76- |
| 00001 | OFFICE DEPOT INC | 1996829738 | 00165098 | 16000532 | OFFICE SUPP POLICE DEPT | 10/31/16 | 254067 | 41.36- |
| OFFICE DEPOT INC | | | | | | | | |
| Sum | | | | | | | | 226.12- |
| 00001 | OTTO ENVIRONMENTAL SYS N | 5345436 | 00164258 | 16000429 | MILLENNIUM CARTS SANIT DEPT | 10/31/16 | 254068 | 21,496.00- |
| OTTO ENVIRONMENTAL SYS N | | | | | | | | |
| Sum | | | | | | | | 21,496.00- |
| 00001 | OWENS BUSINESS MACHINES | 314871 | 00163424 | 16000684 | COPIER REPR RECORDS DIV | 10/31/16 | 254069 | 135.00- |
| OWENS BUSINESS MACHINES | | | | | | | | |
| Sum | | | | | | | | 135.00- |
| 00001 | PARKER, ANDY (USE 83107- | 10/16 | 00201746 | 16000408 | PETTY CASH FOR NEW F/Y | 10/19/16 | 111274 | 300.00- |
| PARKER, ANDY (USE 83107- | | | | | | | | |
| Sum | | | | | | | | 300.00- |
| 00001 | PEANUTS TOWING SERVICE | 74771 | 00165199 | 16000446 | TOWING U#14694 FIRE DEPT | 10/31/16 | 254070 | 75.00- |
| PEANUTS TOWING SERVICE | | | | | | | | |
| Sum | | | | | | | | 75.00- |
| 00001 | PEARL RIVER VALLEY EPA ( | 10/16 GENERA | 00020172 | 16000591 | MNTHLY 10/16 PUBLIC SERVICES | 10/31/16 | 254071 | 1,278.46- |
| PEARL RIVER VALLEY EPA ( | | | | | | | | |
| Sum | | | | | | | | 1,278.46- |
| 00001 | PIERCE PLUMBING INC | 498928 | 00164130 | 16000478 | REPR DRAIN LINE TRAIN DEPOT | 10/31/16 | 254073 | 180.00- |
| PIERCE PLUMBING INC | | | | | | | | |
| Sum | | | | | | | | 180.00- |
| 00001 | PINE BELT OIL COMPANY IN | 10435201 | 00165094 | 16000475 | GAS FOR FUEL STATION | 10/31/16 | 254075 | 9,552.08- |
| 00001 | PINE BELT OIL COMPANY IN | 10435331 | 00165296 | 16000642 | GAS FOR FUEL STATION | 10/31/16 | 254075 | 9,442.05- |
| 00001 | PINE BELT OIL COMPANY IN | 10394261 | 00165296 | 16000643 | DIESEL FOR FUEL STATION | 10/31/16 | 254075 | 7,201.22- |
| PINE BELT OIL COMPANY IN | | | | | | | | |
| Sum | | | | | | | | 26,195.35- |

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|---|---|---|---|---|---|---|---|
| 00001 POLLARD WATER.COM-EAST | 0056765 | 00164780 | 16000362 | FIRE HYDRANT FLOW TEST EQUIP | 10/31/16 | 254078 | 174.22- |
| POLLARD WATER.COM-EAST | | | | | | | |
| Sum | | | | | | | 174.22- |
| 00001 POWER DMS, INC | 12903 | 00165407 | 16000652 | ACCREDIATION SRV 11/16-11/17 | 10/31/16 | 254080 | 6,142.00- |
| POWER DMS, INC | | | | | | | |
| Sum | | | | | | | 6,142.00- |
| 00001 POWER PLUS INC | 50032 | 00164966 | 16000397 | CHAINSAW REPR #8 FIRE STA | 10/31/16 | 254081 | 22.64- |
| POWER PLUS INC | | | | | | | |
| Sum | | | | | | | 22.64- |
| 00001 PRESLEY, PAUL E | 10/16 | 00201746 | 16000411 | PETTY CASH FOR NEW F/Y | 10/19/16 | 111277 | 800.00- |
| PRESLEY, PAUL E | | | | | | | |
| Sum | | | | | | | 800.00- |
| 00001 PRO TRAVEL INC | 6KGIL2 DELGA | 00165365 | 16000612 | DELGADO PRESERVE COMM TEXAS | 10/31/16 | 254082 | 441.70- |
| PRO TRAVEL INC | | | | | | | |
| Sum | | | | | | | 441.70- |
| 00001 RAYNER, JACK | 000012 | 00163757 | 16000479 | POLYGRAPHS FOR LATERALS | 10/31/16 | 254084 | 600.00- |
| 00001 RAYNER, JACK | 000013 | 00164253 | 16000480 | POLYGRAPHS FOR IA | 10/31/16 | 254084 | 300.00- |
| 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 | | | | | | | |
| Sum | | | | | | | 41,376.52- |
| 00001 RICOH CORP | 21904221 | 00165238 | 16000476 | COPIER 10/15-11/14 HUMAN RES | 10/31/16 | 254085 | 221.67- |
| 00001 RICOH CORP | 1064891910 | 00163858 | 16000477 | PRINTER SUPP COLEMAN PLANNING | 10/31/16 | 254085 | 804.58- |
| 00001 RICOH CORP | 5044117401 & | 00165321 | 16000570 | PRODUCTION PRINTER CHARGES | 10/31/16 | 254085 | 1,012.33- |
| 00001 RICOH CORP | 5044117401 W | 00165321 | 16000571 | PRODUCTION PRINTER CHARGES | 10/31/16 | 254085 | 215.70- |
| 00001 RICOH CORP | 5043710291 | 00165317 | 16000576 | COPIER 7/16 HUMAN RES | 10/31/16 | 254085 | 67.92- |
| 00001 RICOH CORP | 5044286759 | 00165318 | 16000577 | COPIER 8/16 HUMAN RES | 10/31/16 | 254085 | 86.94- |
| 00001 RICOH CORP | 5044835683 | 00165319 | 16000578 | COPIER 9/16 HUMAN RES | 10/31/16 | 254085 | 220.41- |
| RICOH CORP | | | | | | | |
| Sum | | | | | | | 2,629.55- |
| 00001 RJ YOUNG COMPANY | INV1549892 | 00165056 | 16000360 | COPIER 8/28-9/27 P/F ACADEMY | 10/31/16 | 254086 | 236.00- |
| 00001 RJ YOUNG COMPANY | INV1554649 | 00165096 | 16000393 | COPIER 8/28-9/27 DETECTIVES | 10/31/16 | 254086 | 742.56- |
| 00001 RJ YOUNG COMPANY | INV1575246 | 00165239 | 16000500 | COPIER 9/14-10/13/16 ENGR | 10/31/16 | 254086 | 318.00- |
| 00001 RJ YOUNG COMPANY | 447601 | 00165291 | 16000579 | ADDL AMT DUE PO#161866 | 10/31/16 | 254086 | 31.61- |
| 00001 RJ YOUNG COMPANY | INV1575761 | 00165323 | 16000613 | COPIER 9/14-10/13/16 CITY CLK | 10/31/16 | 254086 | 298.00- |
| 00001 RJ YOUNG COMPANY | INV1565506 | 00165331 | 16000616 | COPIER 9/6-10/5/16 PLANNING | 10/31/16 | 254086 | 369.00- |
| RJ YOUNG COMPANY | | | | | | | |
| Sum | | | | | | | 1,995.17- |

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| 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 | | | | | | | |

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| 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- |

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| 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- |

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|---|---|---|---|---|---|---|---|
| 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
PERIOD ENDING OCTOBER 31, 2016

Date - 10/27/16

| 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 | | | | | | | |
| 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 | | | | | | | |
| 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 | WEEDEATER 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 | | | | | | | |
| 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 | | | | | | | |
| Sum | | | | | | | 327.85- |
| 00002 BRACKMAN MOWER WAREHOUSE | 21137 | 00165081 | 16000079 | REPR PTS U#19465 MOWER | 10/31/16 | 253890 | 76.25- |
| BRACKMAN MOWER WAREHOUSE | | | | | | | |
| Sum | | | | | | | 76.25- |
| 00002 BURKETT RADIATOR SHOP | 64683 | 00165225 | 16000125 | REPRS U#11211 TRUCK | 10/31/16 | 253895 | 404.00- |
| BURKETT RADIATOR SHOP | | | | | | | |
| 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 | | | | | | | |
| 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 | | | | | | | |
| Sum | | | | | | | 29.51- |
| 00002 CAWTHON, ANDREW C | OFFICIAL 10/ | 00201761 | 16000100 | OFFICIAL-ADULT SOFTBALL | 10/31/16 | 253908 | 100.00- |
| CAWTHON, ANDREW C | | | | | | | |
| 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 | | | | | | | |
| Sum | | | | | | | 73,127.85- |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 00002 CLEMTS HARDWARE | 116267 | 00165160 | 16000084 | HOSES/TIMERS/SPRINKLERS | 10/31/16 | 253914 | 491.84- |
| CLEMTS HARDWARE | | | | | | | |
| 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 | | | | | | | |
| 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 | | | | | | | |
| Sum | | | | | | | 175.00- |
| 00002 CRY, JAMAAL | SPORTS SERVS | 00201760 | 16000107 | SPORTS SUPPORT SERVICES | 10/31/16 | 253928 | 64.00- |
| CRY, JAMAAL | | | | | | | |
| 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 | | | | | | | |
| Sum | | | | | | | 115.25- |
| 00002 ESTERS, WILLARD (BUTCH) | OFFICIAL 10/ | 00201761 | 16000101 | OFFICIAL-ADULT SOFTBALL | 10/31/16 | 253952 | 240.00- |
| ESTERS, WILLARD (BUTCH) | | | | | | | |
| Sum | | | | | | | 240.00- |
| 00002 EVERETT, RAYFORD | OFFICIAL 10/ | 00201761 | 16000102 | OFFICIAL-ADULT SOFTBALL | 10/31/16 | 253953 | 280.00- |
| EVERETT, RAYFORD | | | | | | | |
| 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 | | | | | | | |
| Sum | | | | | | | 467.24- |
| 00002 GILLILANDS ELECTRONICS S | 62951 | 00164864 | 16000131 | COMPUTER/PHONE WIRING TATUM | 10/31/16 | 253972 | 4,175.00- |
| GILLILANDS ELECTRONICS S | | | | | | | |
| 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 | | | | | | | |
| Sum | | | | | | | 1,080.00- |

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|---|---|---|---|---|---|---|---|
| 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 TIMBERTON | 10/31/16 | 253985 | 75.00- |
| 00002 HAVARD PEST CONTROL INC | 1056312 | 00201747 | 16000116 | SERV 10/16 TATUM PARK | 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- |

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|---|---|---|---|---|---|---|---|
| 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 | | | | | | | | |
| Sum | | | | | | | | 814.18- |
| 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 | 12.54- |
| Sum | 193,812.32- |

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 31, 2016

Date - 10/27/16

| Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|
| PAYROLL FUND | | | | | | | |
| 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- |

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 31, 2016

Date - 10/27/16

| Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|
| WATER & SEWER OPERATION/MAINT. | | | | | | | |
| 00009 BODY TECH INC | 1517 | 00165039 | 16000073 | TOWING U#14760 LAGOON | 10/31/16 | 253886 | 65.00- |
| 00009 BODY TECH INC | 1845 | 00165142 | 16000092 | TOWING U#14712 TRANS | 10/31/16 | 253886 | 135.00- |
| BODY TECH INC | | | | | | | |
| Sum | | | | | | | 200.00- |
| 00009 BONNER ANALYTICAL TESTIN | 61830 | 00165236 | 16000089 | WTR SAMPLES N&S LAGOONS 10/16 | 10/31/16 | 253889 | 1,157.07- |
| BONNER ANALYTICAL TESTIN | | | | | | | |
| Sum | | | | | | | 1,157.07- |
| 00009 C SPIRE WIRELESS (CELLUL | 9/23-10/22/1 | 00201765 | 16000125 | CELL SERV 10/16 W&SO&M | 10/31/16 | 253897 | 363.72- |
| C SPIRE WIRELESS (CELLUL | | | | | | | |
| Sum | | | | | | | 363.72- |
| 00009 CARQUEST AUTO PARTS STOR | 14758-77908 | 00164887 | 16000064 | REPR PTS U#18706 WTR BILLING | 10/31/16 | 253904 | 219.13- |
| 00009 CARQUEST AUTO PARTS STOR | 14758-78021 | 00164909 | 16000066 | REPR PTS U#12689 TRANS | 10/31/16 | 253904 | 17.92- |
| CARQUEST AUTO PARTS STOR | | | | | | | |
| Sum | | | | | | | 237.05- |
| 00009 CERTIFIED LABORATORIES | 2485522 | 00164814 | 16000107 | CHEMICALS SEWER DEPT | 10/31/16 | 253909 | 28,590.00- |
| 00009 CERTIFIED LABORATORIES | 2485626 | 00164998 | 16000116 | CHEMICALS LAGOONS | 10/31/16 | 253909 | 9,194.00- |
| CERTIFIED LABORATORIES | | | | | | | |
| Sum | | | | | | | 37,784.00- |
| 00009 CHAIN ELECTRIC COMPANY | 600335 | 00163285 | 16000102 | INSTALL CONDUITS PLT #2 | 10/31/16 | 253911 | 2,470.00- |
| 00009 CHAIN ELECTRIC COMPANY | 600340 | 00163359 | 16000103 | NEW ELEC SERV PLT#2 WAREHOUSE | 10/31/16 | 253911 | 4,960.00- |
| 00009 CHAIN ELECTRIC COMPANY | 600341 | 00163814 | 16000104 | ELEC REPRS PLT #2 | 10/31/16 | 253911 | 5,000.00- |
| CHAIN ELECTRIC COMPANY | | | | | | | |
| Sum | | | | | | | 12,430.00- |
| 00009 CITY OF HATTIESBURG FUND | TRF 2ND 10/1 | 00201752 | 16000095 | TRF 2ND 10/16 PAYROLL | 10/25/16 | 21980 | 113,995.51- |
| CITY OF HATTIESBURG FUND | | | | | | | |
| Sum | | | | | | | 113,995.51- |
| 00009 COAST CHLORINATOR & PUMP | 65200 | 00164602 | 16000101 | CHLORINATOR PTS WTR PLANTS | 10/31/16 | 253915 | 178.00- |
| COAST CHLORINATOR & PUMP | | | | | | | |
| Sum | | | | | | | 178.00- |
| 00009 CONTROL SYSTEMS INC | 53041 | 00156268 | 16000090 | ELEC REPRS BURKETT CRK STA | 10/31/16 | 253919 | 4,998.98- |
| 00009 CONTROL SYSTEMS INC | 53061 | 00164907 | 16000110 | REPRS TURTLE CRK CROSSING | 10/31/16 | 253919 | 1,265.32- |
| CONTROL SYSTEMS INC | | | | | | | |
| Sum | | | | | | | 6,264.30- |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 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- |

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|---|---|---|---|---|---|---|---|
| 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- |

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|---|---|---|---|---|---|---|---|---|
| 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- |

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 31, 2016

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- |

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|---|---|---|---|---|---|---|
| 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 | | | | | | |
| Sum | | | | 16.32- | | |
| 00011 DAVIS, JOSEPH W | METER DEP RF 00201764 16000069 METER DEP RFD | 10/31/16 | 253935 | 16.32- | | |
| DAVIS, JOSEPH W | | | | | | |
| Sum | | | | 16.32- | | |
| 00011 DAVIS, TREMAYNE | METER DEP RF 00201764 16000059 METER DEP RFD | 10/31/16 | 253936 | 75.00- | | |
| DAVIS, TREMAYNE | | | | | | |
| Sum | | | | 75.00- | | |
| 00011 DLS RESIDENTIAL PROPERTI | METER DEP RF 00201736 16000044 METER DEP RFD | 10/31/16 | 253940 | 75.00- | | |
| DLS RESIDENTIAL PROPERTI | | | | | | |
| Sum | | | | 75.00- | | |
| 00011 DRUMMOND, RICHARD | METER DEP RF 00201736 16000030 METER DEP RFD | 10/31/16 | 253943 | 16.32- | | |
| DRUMMOND, RICHARD | | | | | | |
| Sum | | | | 16.32- | | |
| 00011 EDWARDS, JOHN | METER DEP RF 00201736 16000022 METER DEP RFD | 10/31/16 | 253946 | 40.00- | | |
| EDWARDS, JOHN | | | | | | |
| Sum | | | | 40.00- | | |
| 00011 EPPERSON, DAVID | METER DEP RF 00201736 16000024 METER DEP RFD | 10/31/16 | 253951 | 7.00- | | |
| EPPERSON, DAVID | | | | | | |
| Sum | | | | 7.00- | | |
| 00011 FAT BOYS TOBACCO SHOP | METER DEP RF 00201764 16000057 METER DEP RFD | 10/31/16 | 253955 | 41.88- | | |
| FAT BOYS TOBACCO SHOP | | | | | | |
| Sum | | | | 41.88- | | |
| 00011 FAWCETT, NEWTON | METER DEP RF 00201764 16000065 METER DEP RFD | 10/31/16 | 253956 | 75.00- | | |
| FAWCETT, NEWTON | | | | | | |
| Sum | | | | 75.00- | | |
| 00011 FLOYD, VICTOR | METER DEP RF 00201764 16000053 METER DEP RFD | 10/31/16 | 253958 | 40.00- | | |
| FLOYD, VICTOR | | | | | | |
| Sum | | | | 40.00- | | |
| 00011 GINN, PATRICK | METER DEP RF 00201764 16000070 METER DEP RFD | 10/31/16 | 253973 | 26.00- | | |
| GINN, PATRICK | | | | | | |
| Sum | | | | 26.00- | | |
| 00011 HALLMAN PROPERTY BELLA | METER DEP RF 00201736 16000039 METER DEP RFD | 10/31/16 | 253981 | 75.00- | | |
| HALLMAN PROPERTY BELLA | | | | | | |
| Sum | | | | 75.00- | | |

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|---|---|---|---|---|---|---|
| 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- |

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|---|---|---|---|---|---|---|
| 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 PICOU, JENNIFER R | METER DEP RF | 00201736 | 16000032 | METER DEP RFD | 10/31/16 | 254072 | 19.44- |
| PICOU, 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 | | | | |
| Sum | | | | 33.32- |
| 00011 THOMAS, ALFORD PHILIP | METER DEP RF 00201764 16000055 METER DEP RFD | 10/31/16 | 254118 | 16.32- |
| THOMAS, ALFORD PHILIP | | | | |
| Sum | | | | 16.32- |
| 00011 WARE, ALBERT | METER DEP RF 00201764 16000068 METER DEP RFD | 10/31/16 | 254142 | 31.32- |
| WARE, ALBERT | | | | |
| Sum | | | | 31.32- |
| 00011 WELDON, F E | METER DEP RF 00201736 16000021 METER DEP RFD | 10/31/16 | 254147 | 20.00- |
| WELDON, F E | | | | |
| Sum | | | | 20.00- |
| 00011 WILKINS, NARSETT | METER DEP RF 00201736 16000034 METER DEP RFD | 10/31/16 | 254148 | 16.32- |
| WILKINS, NARSETT | | | | |
| Sum | | | | 16.32- |
| 00011 WILSON, DREW | METER DEP RF 00201736 16000023 METER DEP RFD | 10/31/16 | 254151 | 40.00- |
| WILSON, DREW | | | | |
| Sum | | | | 40.00- |
| 00011 WILSON, THOMAS E | METER DEP RF 00201764 16000067 METER DEP RFD | 10/31/16 | 254152 | 26.00- |
| WILSON, THOMAS E | | | | |
| Sum | | | | 26.00- |
| Sum | | | | 2,650.88- |

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| Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|
| 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- |

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| Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|
| MUNICIPAL ROAD & BRIDGE | | | | | | | |
| 00072 NEEL-SCHAFFER INC | 1039841 | 00165099 | 16000008 | SRVS SHARED USE PATHWAY | 10/31/16 | 254060 | 3,380.01- |
| 00072 NEEL-SCHAFFER INC | 1039847 | 00165101 | 16000009 | SRVS S 17TH AVE PED IMPRVMNTS | 10/31/16 | 254060 | 5,068.34- |
| 00072 NEEL-SCHAFFER INC | 1039840-16-4 | 00165106 | 16000010 | SRV EDWARDS/RONIE PATHWAY | 10/31/16 | 254060 | 1,452.55- |
| 00072 NEEL-SCHAFFER INC | 1039840-16-2 | 00165107 | 16000011 | SRV D/TOWN IMPRV ACTION PLAN | 10/31/16 | 254060 | 2,996.16- |
| 00072 NEEL-SCHAFFER INC | 1039840-16-5 | 00165108 | 16000012 | SRV 4TH ST PH II REVISIONS | 10/31/16 | 254060 | 549.26- |
| 00072 NEEL-SCHAFFER INC | 1039840-16-6 | 00165110 | 16000013 | SRV GORDON CRK RAILRD/RIVER A | 10/31/16 | 254060 | 1,199.79- |
| NEEL-SCHAFFER INC | | | | | | | |
| Sum | | | | | | | 14,646.11- |
| 00072 SHOWS DEARMAN & WAITS IN | 19332-FINAL | 00165219 | 16000014 | SRVS 34TH AVE SIDEWALK | 10/31/16 | 254096 | 481.19- |
| SHOWS DEARMAN & WAITS IN | | | | | | | |
| Sum | | | | | | | 481.19- |
| Sum | | | | | | | 15,127.30- |

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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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|---|---|---|---|---|---|---|---|
| Sum | | | | | | | 282.30- |
| 00073 M B I | PPO#165314 1 | 00165314 | 16000035 | BLDG ALARM 9/16-9/17 | 10/31/16 | 254028 | 240.00- |
| M B I | | | | | | | |
| Sum | | | | | | | 240.00- |
| 00073 MS POWER COMPANY | 10/16 M TRAN | 00020172 | 16000037 | MNTHLY ELEC-MASS TRANSIT | 10/31/16 | 254051 | 577.96- |
| MS POWER COMPANY | | | | | | | |
| Sum | | | | | | | 577.96- |
| 00073 MS STATE/EMP SECURITY CO | 9200131000 M | 00165299 | 16000033 | BENEFITS 3RD QTR 2016 | 10/31/16 | 254052 | 1,645.00- |
| MS STATE/EMP SECURITY CO | | | | | | | |
| Sum | | | | | | | 1,645.00- |
| 00073 NELMS, VINCENT | TRAV ADVANCE | 00165363 | 16000038 | TRAV ADV WORKSHOP ATLANTA | 10/31/16 | 254061 | 860.20- |
| NELMS, VINCENT | | | | | | | |
| Sum | | | | | | | 860.20- |
| 00073 THERMO KING OF JACKSON I | 4129130 | 00165281 | 16000041 | A/C REPR U#16760 BUS | 10/31/16 | 254117 | 3,170.38- |
| THERMO KING OF JACKSON I | | | | | | | |
| Sum | | | | | | | 3,170.38- |
| 00073 VERIZON WIRELESS | 9773398241 | 00165180 | 16000029 | GPS 10/11-11/10/16 BUSES | 10/31/16 | 254137 | 200.09- |
| VERIZON WIRELESS | | | | | | | |
| Sum | | | | | | | 200.09- |
| Sum | | | | | | | 43,640.38- |

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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 | | | | | | | 41,301.88- |
| 00075 JACKSON & ARRINGTON (LEG | 60634 | 00165103 | 16000010 | SRVS WWTF ACCESS | 10/31/16 | 254003 | 37.50- |
| JACKSON & ARRINGTON (LEG | | | | | | | |
| Sum | | | | | | | 37.50- |
| 00075 UTILITY SERVICE CO INC | 6248 10/01/1 | 00165052 | 16000009 | QUARTERLY TANK INSPECTIONS | 10/31/16 | 254133 | 42,903.23- |
| UTILITY SERVICE CO INC | | | | | | | |
| Sum | | | | | | | 42,903.23- |
| Sum | | | | | | | 84,242.61- |

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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 ( | | | | | | | |
| Sum | | | | | | | 100.00- |
| 00077 AUTO ARMATURE SERVICE IN | 07058 | 00164837 | 16000023 | BATTERY U#12045 | 10/31/16 | 253880 | 135.95- |
| AUTO ARMATURE SERVICE IN | | | | | | | |
| Sum | | | | | | | 135.95- |
| 00077 BROUSSARD, MONIQUE (REFU | SIGLER CENTE | 00201753 | 16000034 | DAMAGE DEPOSIT REFUND | 10/31/16 | 253893 | 100.00- |
| BROUSSARD, MONIQUE (REFU | | | | | | | |
| Sum | | | | | | | 100.00- |
| 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 | | | | | | | |
| Sum | | | | | | | 51.83- |
| 00077 CARTER, CHARLES (REFUND) | SHERRILL CEN | 00201753 | 16000033 | DAMAGE DEPOSIT REFUND | 10/31/16 | 253905 | 100.00- |
| CARTER, CHARLES (REFUND) | | | | | | | |
| Sum | | | | | | | 100.00- |
| 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 | | | | | | | |
| Sum | | | | | | | 22,467.12- |
| 00077 DONALDSON, YVONNE (REFUN | CE ROY CENTE | 00201753 | 16000032 | DAMAGE DEPOSIT REFUND | 10/31/16 | 253942 | 100.00- |
| DONALDSON, YVONNE (REFUN | | | | | | | |
| Sum | | | | | | | 100.00- |
| 00077 ENVIRONMENTAL SERVICES L | 200MI16 | 00164730 | 16000024 | AIR/MOLD TEST SHERRILL 2ND FL | 10/31/16 | 253950 | 1,400.00- |
| ENVIRONMENTAL SERVICES L | | | | | | | |
| Sum | | | | | | | 1,400.00- |
| 00077 GRIEVING PARENTS SUPPORT | CULTURAL CEN | 00201753 | 16000031 | DAMAGE DEPOSIT REFUND | 10/31/16 | 253975 | 250.00- |
| GRIEVING PARENTS SUPPORT | | | | | | | |
| Sum | | | | | | | 250.00- |
| 00077 HOUZE, LECIA (REFUND) | CE ROY CENTE | 00201753 | 16000030 | DAMAGE DEPOSIT REFUND | 10/31/16 | 253995 | 100.00- |
| HOUZE, LECIA (REFUND) | | | | | | | |
| Sum | | | | | | | 100.00- |
| 00077 KING, JENNIFER (REFUND) | SIGLER CENTE | 00201753 | 16000027 | DAMAGE DEPOSIT REFUND | 10/31/16 | 254015 | 100.00- |
| KING, JENNIFER (REFUND) | | | | | | | |
| 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 | | | | | | | | |
| Sum | | | | | | | | 3,229.60- |
| 00077 | NIX, HOPE (REFUNDS) | CE ROY CENTE | 00201753 | 16000037 | DAMAGE DEPOSIT REFUND | 10/31/16 | 254063 | 100.00- |
| NIX, HOPE (REFUNDS) | | | | | | | | |
| Sum | | | | | | | | 100.00- |
| 00077 | SAUCIER, ADAM (REFUND) | SHERRILL CEN | 00201753 | 16000028 | DAMAGE DEPOSIT REFUND | 10/31/16 | 254093 | 400.00- |
| SAUCIER, ADAM (REFUND) | | | | | | | | |
| Sum | | | | | | | | 400.00- |
| 00077 | SOUTHERN CHRISTIAN SERVI | SHERRILL CEN | 00201753 | 16000035 | DAMAGE DEPOSIT REFUND | 10/31/16 | 254100 | 100.00- |
| SOUTHERN CHRISTIAN SERVI | | | | | | | | |
| Sum | | | | | | | | 100.00- |
| 00077 | SPENCER, SAMANTHA (REFUN | CULTURAL CEN | 00201753 | 16000029 | DAMAGE DEPOSIT REFUND | 10/31/16 | 254109 | 250.00- |
| SPENCER, SAMANTHA (REFUN | | | | | | | | |
| Sum | | | | | | | | 250.00- |
| Sum | | | | | | | | 28,984.50- |

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|---|---|---|---|---|---|---|---|
| COMMUNITY DEVELOP. BLOCK GRANT | | | | | | | |
| 00082 BREAKTHROUGH COMMUNITY S | 01-10/4/16 | 00165275 | 16000012 | 509 BOWLING&705 CLAIBORNE EHR | 10/24/16 | 311145 | 10,000.00- |
| BREAKTHROUGH COMMUNITY S | | | | | | | |
| Sum | | | | | | | 10,000.00- |
| 00082 C SPIRE WIRELESS (CELLUL | 9/23-10/22/1 | 00201765 | 16000014 | CELL SERV 10/16 CDBG | 10/31/16 | 253897 | 33.06- |
| C SPIRE WIRELESS (CELLUL | | | | | | | |
| Sum | | | | | | | 33.06- |
| 00082 CITY OF HATTIESBURG FUND | TRF 2ND 10/1 | 00201752 | 16000013 | TRF 2ND 10/16 PAYROLL | 10/25/16 | 311149 | 7,196.61- |
| CITY OF HATTIESBURG FUND | | | | | | | |
| Sum | | | | | | | 7,196.61- |
| 00082 HOLLIMON CONSTRUCTION | 10/18/16 | 00165276 | 16000011 | 304 VERNON DAHMER DRAW #2 | 10/24/16 | 311144 | 8,500.00- |
| HOLLIMON CONSTRUCTION | | | | | | | |
| Sum | | | | | | | 8,500.00- |
| Sum | | | | | | | 25,729.67- |

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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- |