



**Tuesday, December 17, 2019
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

Agenda Adjustments

Add Policy Items #39 #40 and #41 at the request of the Administration

- 39. 2019-323** Take from the table Approval or Denial of a petition filed by G&C Funding, LLC, Owner, as required in the Land Development Code, Ord. No. 3209, to request a conditional use as a “Group Facility” as defined by the LDC for a certain property located at 912 Main Street, as per the attached case file. The Planning Commission recommended to Approve with the stipulation of a residency limit of sixteen (16) individuals, on November 6, 2019 - tabled at the November 19th meeting.
- 2. 2019-431** Approve purchase of property, Parcel No. 2-037D-14-158.00, PPIN 22090, located at 715 Greely Street, as per Quick Claim Deed, in the amount of \$1,800.00, appraisals attached, in accordance with Mississippi Code 21-17-1 *et seq.*, and authorize issuance of manual check for the same.
- 3. 2019-432** Approve the sale of a parcel of undeveloped land located on Dewey Street, Parcel No. 2-029B-03-237.00, PPIN 15186, as per Quit Claim Deed, to Jacob and Alesha Edwards in the amount of \$1900.00, which is the average of the two attached appraisals, and authorize the Mayor to execute Quit Claim Deed.

POLICY AGENDA

1. **2019-425** Approve the minutes for the December 2 & 3, 2019 meetings of the City Council.

2. **2019-373** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

3. **2019-375** Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.

4. **2019-398** Adopt a Resolution setting Public Hearing on Monday, February 3, 2020 at 4:00 p.m. in the City Council Chambers to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

5. **2019-384** Adopt an Ordinance filed by The City of Hattiesburg, as required in the Land Development Code, Ord. No. 3209, to amend the Land Development Code Sections 5, 7, 11 and 13 for the purpose of considering amendments to use types and/or an additional use types, conditions, policy, procedure, and definitions therefore throughout the Land Development Code and to consider amendments related to meetings of the Planning Commission and Board of Adjustment. The Planning Commission recommended to Approve on December 4, 2019.

6. **2019-385** Adopt an Ordinance filed by Ronald Blackwell, Engineer, and Bennet V. York, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for certain properties located on Cross Creek Parkway from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.7, R-3 (Multi-Family Residential) District. The Planning Commission recommended to Approve on December 4, 2019.

7. **2019-387** Approve or Deny a petition filed by Kerri Little, Munn Enterprises, Contractor, and Pediatrtrust, Owner, as required in the Land Development Code, Ord. No. 3209, to request a sign variance from Section 10 Table 10.6-2 Monument Sign “Side Setback”, and allow for a side setback variance of fourteen (14) feet for a proposed sign to be located at 401 S. 40th Avenue. The Board of Adjustment recommended to Approve on December 4, 2019.

- 8. 2019-386** Approve or Deny a petition filed by Marcell Lee, Applicant, and John Horn, Owner, as required in the Land Development Code, Ord. No. 3209, to request a conditional use as a “Senior Adult Daycare Center” as defined by the LDC for a certain property located at 89 Industrial Drive. The Planning Commission recommended to Approve on December 4, 2019.
- 9. 2019-406** Adopt a Resolution authorizing Requisition No. 55 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.
- 10. 2019-405** Acknowledge and accept bids received December 5, 2019 for the 38th Avenue Roadway Improvements Project, Federal Aid Project No. STP 0210-00(036)LPA/108080-701000; Approve the bid from Webster Electric Company, LLC in the amount of \$1,191,322.20 as the lowest and best bid, subject to Mississippi Department of Transportation (MDOT) concurrence; Authorize Mayor to execute contracts and MDOT documents as required for the project.
- 11. 2019-397** Acknowledge offer of Airport Improvement Project grant from the U. S. Department of Transportation-Federal Aviation Administration (FAA) in the amount of \$2,134,424.00 for the Bobby L. Chain Municipal Airport Apron Restoration Part I Project; Authorize Mayor to accept grant and execute all related documents as required by FAA.
- 12. 2019-394** Acknowledge bids received September 7, 2018 for the Bobby L. Chain Municipal Airport Apron Restoration Part I Project and accept the bid from Simmons Erosion Control, Inc. in the amount of \$1,804,056.50 for the base bid; Authorize Mayor to execute contracts in triplicate.
- 13. 2019-388** Approve Supplemental Agreement No. 17 with ARE Consultants, Inc. for design engineering services related to the Bobby L. Chain Municipal Airport Apron Restoration Part I Project; Authorize Mayor to execute in duplicate.
- 14. 2019-393** Approve Supplemental Agreement No. 18 with ARE Consultants, Inc. for administration, construction engineering and observation services related to the Bobby L. Chain Airport Apron Restoration Part I Project; Authorize Mayor to execute in duplicate.

- 15. 2019-404** Approve Wastewater Treatment Agreement by and between the City of Hattiesburg and F & H Utilities for the acceptance and treatment of wastewater for the development known as Copperfield Subdivision, pending approval from Public Service Commission; Authorize Mayor to execute in duplicate.
- 16. 2019-376** Approve Lighting Agreement with Mississippi Power Company to provide additional lighting at 706 Pineview Drive for a monthly increase of \$12.47, and authorize Mayor to execute the same.
- 17. 2019-382** Approve a Processing Agreement between the City and OpenEdge, LLC, for credit card processing services for payments made in the Building, Planning, and Tax Divisions and authorize the Mayor to execute in triplicate.
- 18. 2019-360** Approve Service Agreement with MCCi for scanning, converting, indexing and hosting of Minute Books for an amount not to exceed \$20,000.00 and authorize the Mayor to execute the same.
- 19. 2019-379** Approve and authorize issuance of manual check for CDBG Program Claim per the attached memorandum.
- 20. 2019-380** Approve an amendment to the Community Development Housing Rehabilitation and Housing Repair Grants Program Manual (December 2019 - Temporary Relocation Policy). {Entitlement}
- 21. 2019-381** Approve a Contractor and Owner Agreement and a Housing Repair Grant Award to Gayla Dukes of 103 North 11th Avenue in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement} and authorize the Mayor to execute in triplicate.
- 22. 2019-408** Take from the table a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Georgia-Pacific Consumer Operations, LLC, for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$7,378,819.27 or the amount approved by Mississippi Department of Revenue - tabled at the November 5, 2019 meeting.

23. **2019-412** Take from the table a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Green Bay Converting, Inc., for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$239,210.00 or the amount approved by Mississippi Department of Revenue - tabled at the November 5, 2019 meeting.
24. **2019-413** Take from the table a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Hybrid Plastics for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$90,000.00 or the amount approved by Mississippi Department of Revenue - tabled at the November 5, 2019 meeting.
25. **2019-414** Take from the table a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Kohler Company for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$23,791,896.40 or the amount approved by Mississippi Department of Revenue - tabled at the November 5, 2019 meeting.
26. **2019-415** Take from the table a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Resinall Corporation for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$6,939,951.67 or the amount approved by Mississippi Department of Revenue - tabled at the November 5, 2019 meeting.
27. **2019-416** Take from the table a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Sofidel America Corporation for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$353,211.32 or the amount approved by Mississippi Department of Revenue - tabled at the November 5, 2019 meeting.
28. **2019-418** Take from the table a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Wis-Pak of Hattiesburg, LLC, for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$916,981.00 or the amount approved by Mississippi Department of Revenue - tabled at the November 5, 2019 meeting.
29. **2019-419** Take from the table a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Zeon Chemicals, for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027;

with a true value of \$249,823.00 or the amount approved by Mississippi Department of Revenue - tabled at the November 5, 2019 meeting.

- 30. 2019-420** Take from the table a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Western Container for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$3,140,205.00 or the amount approved by Mississippi Department of Revenue - tabled at the November 5, 2019 meeting.
- 31. 2019-421** Take from the table a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Merchants Company for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$1,397,486.85 or the amount approved by Mississippi Department of Revenue - tabled at the November 5, 2019 meeting.
- 32. 2019-422** Take from the table a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Mississippi Tank Company for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$160,211.45 or the amount approved by Mississippi Department of Revenue - tabled at the November 5, 2019 meeting.
- 33. 2019-423** Take from the table a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Mar-Jac Poultry MS LLC, for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$2,629,911.99 or the amount approved by Mississippi Department of Revenue - tabled at the November 5, 2019 meeting.
- 34. 2019-424** Take from the table a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Hattiesburg Farm, LLC, for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$47,592,512.00 or the amount approved by Mississippi Department of Revenue - tabled at the November 5, 2019 meeting.
- 35. 2019-396** Authorize submittal of an amendment to award MS-2016-007-02 with the Federal Transit Administration (FTA) to reprogram remaining funds following the completion of the Mass Transit Operations Facility.
- 36. 2019-395** Authorize the Mayor to make submittal for the Blight Elimination Program sponsored

by the Mississippi Home Corporation.

- 37. **2019-427** Acknowledge and accept amendments to the Civil Service Rules and Regulations with an effective date of January 1, 2020.

- 38. **2019-428** Approve letter of engagement from Montague, Pittman, Varnado & Hall to provide legal counsel to the Civil Service Commission and attend monthly meetings.

- 39. **2019-323** Take from the table Approval or Denial of a petition filed by G&C Funding, LLC, Owner, as required in the Land Development Code, Ord. No. 3209, to request a conditional use as a “Group Facility” as defined by the LDC for a certain property located at 912 Main Street, as per the attached case file. The Planning Commission recommended to Approve with the stipulation of a residency limit of sixteen (16) individuals, on November 6, 2019 - tabled at the November 19th meeting.

- 40. **2019-431** Approve purchase of property, Parcel No. 2-037D-14-158.00, PPIN 22090, located at 715 Greely Street, as per Quick Claim Deed, in the amount of \$1,800.00, appraisals attached, in accordance with Mississippi Code 21-17-1 *et seq.*, and authorize issuance of manual check for the same.

- 41. **2019-432** Approve the sale of a parcel of undeveloped land located on Dewey Street, Parcel No. 2-029B-03-237.00, PPIN 15186, as per Quit Claim Deed, to Jacob and Alesha Edwards in the amount of \$1900.00, which is the average of the two attached appraisals, and authorize the Mayor to execute Quit Claim Deed.

ROUTINE AGENDA

- 1. **2019-374** Acknowledge Proof of Publications for the month of November 2019.

- 2. **2019-377** Acknowledge the monthly budget report for the month ending November 30, 2019.

- 3. **2019-383** Acknowledge receipt of Privilege License Monthly Report for November 2019.

- 4. **2019-389** Acknowledge receipt of a draft update to the Title VI Plan for Hub City Transit; approve a public comment period from December 19, 2019 to January 20, 2020, and authorize publication of the same.

5. **2019-401** Acknowledge receipt of a Drainage Release located at PPIN 12975 Lakewood Drive executed by Craig Flanagan.

6. **2019-403** Acknowledge receipt of a Drainage Release, executed by Anil Patel, SHS Hattiesburg LLC, for Springhill Suites, 6574 Hwy 49N.

7. **2019-407** Acknowledge no proposals were received for the Reverse Auction for One (1) Electric Traction Elevator B 5000# by the deadline on December 5, 2019 and Authorize re-advertisement for the Elevator.

8. **2019-391** Approve specifications and authorize advertisement for bids for a Regenerative Sweeper Truck for the City of Hattiesburg Public Works Department.

9. **2019-402** Approve Plans and Specifications for the Big Yank Demolition Project and authorize advertisement for bids for same.

10. **2019-390** Approve the sale of grave spaces, per attached Memo's, Receipts and Deeds.

11. **2019-378** Approve claims docket for the period ending December 13, 2019.

In Memoriam:

- Mrs. Evelyn Christina Howell
- Ms. Shannon Gilbert Corey
- Mr. Shelby Eugene "Gene" Barnes
- Mr. Curtis Scott Dumal
- Mrs. Penny Hart Blanks
- Mr. Gus Bowering
- Mr. John Edward Barber, Sr.
- Mrs. Vivian Margaret Scroggs Pierce
- Mr. Sam Henry Hall
- Mr. William Sturkin
- Mr. Calvin Wayne Drake
- Mrs. Betty Tatum Coady

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, December 17, 2019

Re: Take from the table Approval or Denial of a petition filed by G&C Funding, LLC, Owner, as required in the Land Development Code, Ord. No. 3209, to request a conditional use as a “Group Facility” as defined by the LDC for a certain property located at 912 Main Street, as per the attached case file. The Planning Commission recommended to Approve with the stipulation of a residency limit of sixteen (16) individuals, on November 6, 2019 - tabled at the November 19th meeting.
File Number: 2019-323
Minute Book #

Summary

912 Main Street – Conditional Use – Group Facility

Recommendation Statement

The Planning Commission recommended to Approve on November 6, 2019.

Please place this on the December 17, 2019 City Council meeting for consideration.

SUBJECT PARCEL: 912 Main Street

Partick Ezell, Applicant, and G&C Funding, LLC, Owner

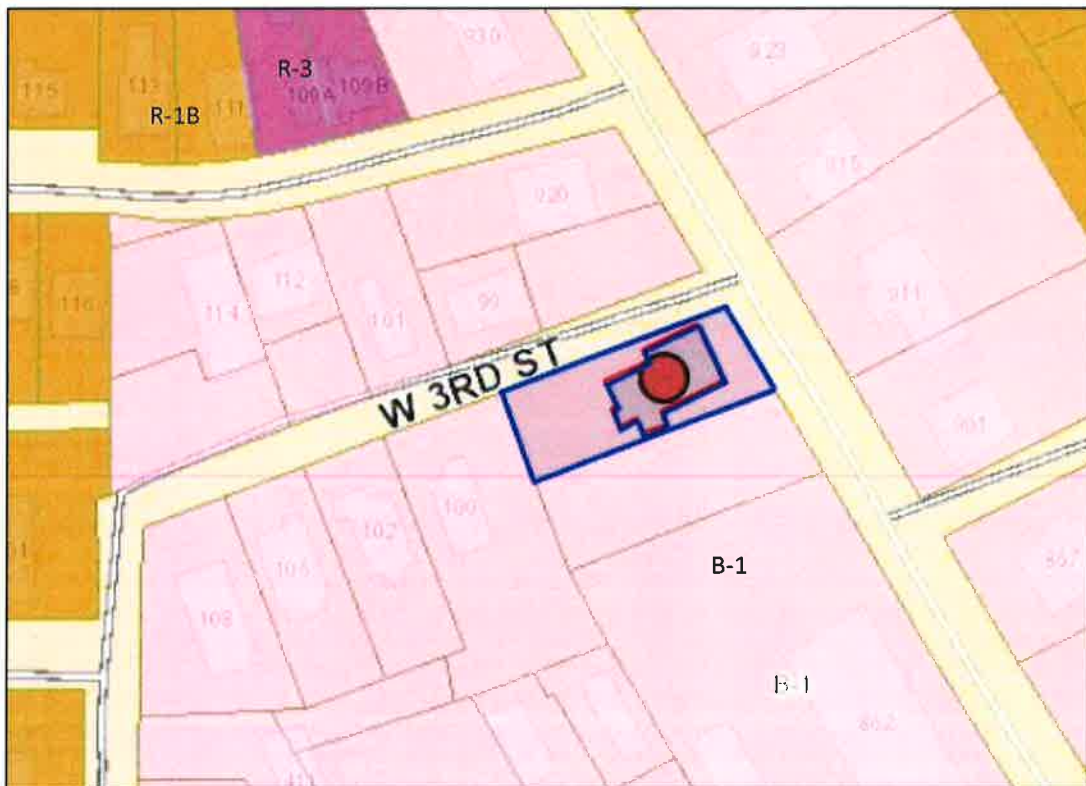
The petitioners request a Conditional Use as a as a “Group Facility (Transitional Housing for Addiction Recovery)” for B-1 zoning for a certain property located at 912 Main Street (Parcel 2-029J-10-105.00, PPIN 14571, Ward 2).



Vicinity Map—Ward 2



Zoning—B-1



Site Aerial



SURROUNDING AREA

**Northern Direction: B-1
(Professional Business) District/
Vacant Lot**



**Southern Direction: B-1
(Professional Business) District/
Vacant Lot**



**Eastern Direction B-1 (Professional
Business) District/ Residential**



**Western Direction: B-1
(Professional Business) District/
Residential**





**Planning Commission
Case Fact Sheet**

Name of Petitioner: Patrick Ezell, Applicant, and G&C Funding, LLC, Owner

Address of Properties:	Tax Parcels	PPIN:	Ward:
912 Main Street	Parcel 2-029J-10-105.00	14571	2

Request: **Conditional Use**

Purpose of Request: To consider an application for a Conditional Use as a "Group Facility (Transitional Housing for Addiction Recovery)" for B-1 zoning for a certain property located at 912 Main Street (Parcel 2-029J-10-105.00, PPIN 1457, Ward 2).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4 Zoning Districts Established

4.5.8 B-1 Professional Business District: The purpose of the B-1 District is to provide areas for professional and business offices and related activities that require separate buildings and building groups surrounded by landscaped yards and open space areas. The intent is to provide compact locations for business offices, medical and dental offices as well as suburban locations near residential neighborhoods. This district is consistent with the Downtown District in the Comprehensive Plan.

Conditional Use: 5.4.24 Group Care Center:

5.4.24.1 A group home shall be located in a structure originally constructed as and designed for a single-family dwelling which shall be the principal structure on the lot. The structure shall not be altered nor the site be used in any manner which diminishes its value as a single-family dwelling or which changes its exterior residential character.

5.4.24.2 Group care centers serving individuals who are deemed to be a danger to themselves or others must be identified by the applicant during Site Plan Review. Care centers may not serve more than 20 residents; however, in order to protect the health and safety of the community, the Planning Commission has the right to further restrict the location of facilities and the number of residents, and to require increased buffering, screening, and fencing.

Present Zoning: This parcel is currently zoned B-1 (Professional Business) District.

Present Use: Group Care Center

Future Land Use: Downtown District

**Surrounding Zoning
and Land Use:**

North: B-1 (Professional Business) District/ Vacant Lot
South: B-1 (Professional Business) District / Vacant Lot
East: B-1 (Professional Business) District / Residential
West: B-1 (Professional Business) District / Residential

**Most Nearly
Bounded By (streets):**

This parcel is accessible from the north by Mable St. and the east by Main Street. It is most nearly bounded to the west by Green Street and the south by College Street.

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case, as of October 25, 2019.

History / Background:

In September 1997, the address was approved for a Use Permit Upon Review with Stipulations by the City Council for a Group Care Facility for the Domestic Abuse Family Shelter. This was approved under the previous Land Development Code, Ord. No. 2330. Use Permits were issued to the applicant, not the property itself, and were non-transferrable.

The applicants met in Pre-Application on July 2, 2019. They were informed they would need to apply for public hearing for Conditional Use for a Group Facility. The applicants were issued a Notice of Violation by Code Enforcement on August 20, 2019 for failing to apply for public hearing for Conditional Use.

Basis for Approval:

5.4.24.1 A group home shall be located in a structure originally constructed as and designed for a single-family dwelling which shall be the principal structure on the lot. The structure shall not be altered nor the site be used in any manner which diminishes its value as a single-family dwelling or which changes its exterior residential character.

5.4.24.2 Group care centers serving individuals who are deemed to be a danger to themselves or others must be identified by the applicant during Site Plan Review. Care centers may not serve more than 20 residents; however, in order to protect the health and safety of the community, the Planning Commission has the right to further restrict the location of facilities and the number of residents, and to require increased buffering, screening, and fencing.

12.3.3.2 Additional Approval Criteria. In addition to the standards [5.4.34.], the applicant for a request for the Planning Commission to approve a use shall be required to demonstrate that his/her proposal addresses the following additional requirements, except that the Planning Commission may waive any one or more criteria that it determines are not applicable based upon the expected impact of the proposal.

- i. Determination that adequate public facilities and services will be available concurrent with the impacts of the development as evidenced by letters of sufficiency from utilities and schools and a determination by the city engineer that the available capacity of existing streets can safely provide access to the site.
- ii. The proposed development will be compatible with surrounding uses and will protect adjacent properties through the following measures:
 - Protection of privacy. The proposed plan shall provide reasonable visual and auditory privacy for all dwelling units located within and adjacent to the site. Fences, walls, barriers and / or vegetation shall be arranged to protect and enhance the property and to enhance the privacy of on-site and neighboring occupants.
 - Protection of use and enjoyment. The proposed plan shall be designed and arranged to have minimal negative impact on the use and enjoyment of adjoining property.
 - Compatible design and integration. The use meets all design criteria required by this Code that apply and is designed to integrate well both on and off site.

Conditional Use (2 pages)

12.3.3.1 Compliance Required. Uses requiring Planning Commission approval, as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section. Any application for such use must comply with all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. Where conflicts exist, the Planning Commission shall determine which criteria apply on a case by case basis.

1. Does this application meet the conditions set forth in Section 5 for the requested use? If yes, please explain.

2. Describe the affects the proposed use of utilities and facilities will have on the community.

3. Describe how the size of the site is appropriate for the proposed use.

The size of the site is appropriate because multiple men can be housed comfortably and adequately.

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? Yes

If yes, please explain:

As a group care facility housing multiple men, additional pedestrian or vehicular traffic will be generated because of the nature of the facility and the scheduling that is involved.

5. Will there be any elevation in the noise level resulting from this proposed use? NO

If yes, please explain:

6. What is the expected number of customers/employees per day? The maximum
number of residents present at a given time is 12.

7. Parking Requirements:

Commercial/Industrial: Paved parking will be provided for _____ vehicles, and
_____ ADA vehicle(s); with _____ loading spaces.

For more information please reference the Land Development Code Section 12.3.3.2.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
NOVEMBER 6, 2019**

The Hattiesburg Planning Commission did meet in a regular session on November 6, 2019 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Jeff Keyseear

Commissioners Absent: Charles Dawe
Ricardo Bryant
Kenneth Waits

Also Present: Andrew Ellard, Director Urban Development
Regina Melson, Senior Planner
Caroline Miles, Planner
Russell Archer, Historic Planner
Steve Mitchell, Building Official
Jim Gladden, Esq.

Chair Miller declared the meeting of the Hattiesburg Planning Commission open and in session at 1:00 PM.

AGENDA REVIEW

There came the matter of the November 2019 Agenda. A request was made by Chair Miller for a motion to approve the November 2019 Agenda. A motion was made to approve the November 2019 Agenda by Commissioner Hinton and seconded by Commissioner Conville.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair

Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Jeff Keyseear

Commissioners voting nay: None

MINUTES REVIEW

There came the matter of the October 2, 2019 minutes. A request for clerical corrections was made by Commissioner Ray. A request to add language to document the subcommittee meetings for the Land Development Code Text Amendments was made by Commissioner Conville. Chair Miller stated he would draft language regarding this matter and provide it to Staff for the minutes. A motion was made by Commissioner Ray to table the October 2, 2019 minutes and seconded by Commissioner Hinton.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Jeff Keyseear

Commissioners voting nay: None

REPORTS

BUILDING REPORT

There came the matter of the Building Permit Report. A report for October 2019 was provided by Steve Mitchell, Building Official.

PLANNING REPORT

There came the matter of the Planning Report by Regina Melson, Senior Planner. On October 22, the City Council voted to approve the Conditional Use for a restaurant at 208 N 38th Ave (HPC approval upheld). On October 22, the Council also set public hearing for the zoning change request for 914 Beverly Hills Rd. to appeal the Planning Commission's recommendation to Deny. On November 5, the Council voted to approve the Text Amendment for Conditional Uses (HPC approval updated) but added an additional Conditional Use for "Care Center" in I-1 zoning.

CHAIR’S REPORT

No report was given.

INTRODUCTIONS

Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Text Amendment), consider a petition filed by The City of Hattiesburg, as required in the Land Development Code, Ord. No. 3209, to amend the Land Development Code Section 5, Use Regulations and Conditions. More specifically, for the purpose of considering amendments to use types and/or an additional use type, and the policy and procedure therefore throughout the Land Development Code.

Item A primarily pertains to two letters of concern. Item A was new to the agenda and not an Old Business matter. Discussion of the letters had been tabled at the October meeting. Commissioner Conville requested that that there be a vote to remove Item A from the Table before discussion of the matter of the tabled letters.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville

Commissioners voting nay: Jeff Keysear

Commissioners abstaining: None

Chair Miller declared the Public Hearing for the Planning Commission open at 1:14 P.M. and read the rules and procedures of the hearing.

	Name	Address	City/State
<u>Presented by:</u>	Staff		
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Ray stated that the Commission needed to consider how a proposal amending “personal and professional services” in B-1 zoning would affect all of the

City rather than just the area mentioned by in the citizen’s letter.

Chair Miller stated he would like time to review the Memorandum provided by Staff and for the Commission to discuss the letters with and how an additional amendment could interact with the recently adopted text amendment.

Commissioner Keysear made a motion to lay on the table the request. Commissioner Ray seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Jeff Keysear

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B (Conditional Use), filed by Patrick Ezell, Applicant, and G&C Funding, LLC, Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as a “Group Facility (Transitional Housing for Addiction Recovery)” for B-1 zoning for a certain property located at 912 Main Street (Parcel 2-029J-10-105.00, PPIN 14571, Ward 2).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Ward Conville	P.O. Box 861	Hattiesburg, MS
<u>Proponents:</u>	Patrick Ezell	P.O. 702	Hattiesburg, MS
<u>Opponents:</u>	None		

Ward Conville stated that the facility currently houses nine men in recovery, with a live-in manager. The program works closely with the Judge Helfrich’s Drug Court program.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Keysear stated a concern regarding resident occupancy, noting the Land Development Code allows Group Facilities a maximum residency of 20 individuals. Given the setting, he stated that a resident cap should be discussed. Chair Miller reopened the Public Hearing at 1:52 PM. Mr. Conville and Mr. Ezell stated that the maximum residency that

the facility could accommodate is sixteen individuals. Chair Miller closed the Public Meeting at 1:53 PM. Commissioner Allhouse made a motion to approve the request with the stipulation of a residency limit of sixteen (16) individuals. Commissioner Hinton seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Jeff Keyseear

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item C (Planned Mixed Use- Planned Development), filed by Chase Fisher, Representative, and GCHP/Beverly Land, LLC/Village at the Beverly II, LP, Owner, as required in the Land Development Code, Ord. No. 3209, to amend the previously approved Planned Unit Development (PUD), approved under the previous Land Development Code, Ord. 2330, and instead allow for a Planned Mixed Use-Planned Development (PMU-PD) in a B-3 (Community Business) District for a portion of a certain property located at 15 Old Airport Rd. (Parcel 2-041G-27-017.00, PPIN 29647, Ward 5).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Chase Fisher	111 Brady Rd.	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Conville motion to approve the request. Commissioner Hinton seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Jeff Keyseear

Commissioners voting nay: None

Commissioners abstaining: None

BUSINESS MEETING

Chair Miller declared the Business Meeting for the Planning Commission open at 2:18 P.M.

A preliminary plat review for the District at Midtown Townhomes was presented. Daniel Jussely, Seth Miles, and Rick Sullivan presented. Commissioner Hinton made a motion to approve the plat, and Commissioner Conville seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Jeff Keyseear

Commissioners voting nay: None

Commissioners abstaining: None

Having no further business, Commissioner Pickett made a motion to adjourn the meeting. The motion was seconded at Commissioner Ray. There being no further business, the meeting was adjourned at 2:32 PM.

Chair Mark Miller

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager

PUBLIC HEARING APPLICATION
P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898
 Department of Urban Development
 545-4599 or FAX (601) 545-1962

PUBLIC HEARING TYPE REQUESTED:**Application for (check all appropriate types):**

- ☐ Variance (details below) ☒ Use Permit (details below) ☐ Re-Zoning (details below)
☐ Subdividing of Lot, Parcel or Tract ☐ Overlay District
☐ Street or Alley Renaming ☐ Vacating Street or Alley
☐ Planned Unit Development ☐ Planned Residential Development

FOR VARIANCE ONLY:

Check all appropriate variance types:

- ☐ Sign ☐ Setback (front, side or rear _____) ☐ Off-site Parking
☐ Lot Width ☐ Lot Coverage Area ☐ Buffer ☐ Open Space
☐ Other _____

Land Development Code Article No. _____

Section _____

Article No. _____

Section _____

Article No. _____

Section _____

Staff
Information -
do not complete

FOR USE PERMIT UPON REVIEW ONLY:

Check Applicable Type:

- ☐ Auto Sales ☐ Barber/Beauty Shop ☐ Care Center (type _____)
☐ Digital Billboard, New ☐ Digital Billboard, Replacement ☐ Junk Yard
☐ Restaurant ☐ Telecommunications ☒ Other **TRANSITIONAL**

HOUSING / GROUP CARE

Land Development Code Article No. _____

Section _____

Staff
Information

FOR RE-ZONING ONLY:

Existing Zoning: _____

Proposed Zoning: _____

Public Hearing Contact Information Form

City of Hattiesburg - Planning Department

Note: A pre-application submittal must contain a completed Site Plan Pre-Application form and a concept plan drawn to scale.

Pre-Application Date: Click here to enter a date. Planner:
Today's Date: Click here to enter a date.
Project Name: WILDERNESS REFUGE RECOVERY MINISTRIES
Proposed Use(s): TRANSITION HOME FOR MALE RECOVERING ADDICTS
Project Street Address: 912 N MAIN ST 39401
PPIN Number(s) (If unknown, can be found on tax receipt): 014571
Parcel Number(s): 2-029J-10-105.00
Flood Zone(s): N Historic District(s): NORTH MAIN
Zoning District(s): B-1 Proposed Cost of the Project: \$ 0

Project Representative Information

Project Representative and Title: ☒ Applicant ☐ Property Owner ☒ Representative ☐ Agent ☐ Contractor

☐ Architect ☐ Engineer ☐ Other (Specify):

Name: PATRICK EZELL

Company Name: WILDERNESS REFUGE RECOVERY MINISTRIES

Phone: 601-408-2704

Fax:

Email: WILDERNESSREFUGEMINISTRIES@GMAIL

Mailing Address: P.O. Box 502 HATTIESBURG, MS 39403

Name: G & C Funding, LLC

☐ Applicant ☒ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer ☐ Other (Specify):

Phone: 601-466-2625

Fax: 601-584-8617

Email: ward@megagate.com

Mailing Address: PO Box 681, Hattiesburg, MS 39403

Name:

☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer ☐ Other (Specify):

Phone:

Fax:

Email:

Mailing Address:

WITNESS THE SIGNATURES of the OWNER(s) of the subject property located at

912 N MAIN ST HATTIESBURG MS
Street Address City State

on this the 26th day of August, 2019.

In the matter of this request, the property owner further authorizes the following named person to represent them at the public hearing on this petition.

Patrick Ezell

on this the 26th day of August, 2019.

J. Ward Conville
Property Owner

J. Ward Conville for/as Manager
Property Owner of GIC Funding, LLC

STATE OF MS

COUNTY OF Forrest

Personally came and appeared before me, the within named

J. Ward Conville, as manager of GIC Funding, LLC

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 26th day of August, 2019.

J. Ward Conville
NOTARY PUBLIC

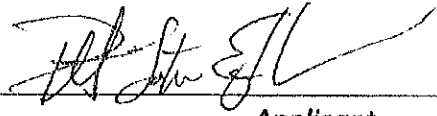
My Commission Expires:

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION,
ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at

912 N MAIN ST HATTIESBURG MS
Street Address City State

on this the 25th day of August, 2019.


Applicant

Applicant

STATE OF MISSISSIPPI

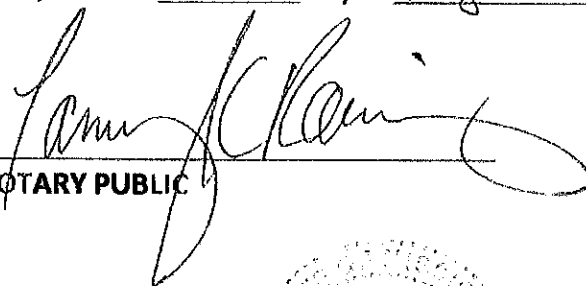
COUNTY OF FORREST

Personally came and appeared before me, the within named

Patrick Latham Ezell

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 25th day of August, 2019.


NOTARY PUBLIC

My Commission Expires:

August 30, 2022



Conditional Use (2 pages)

12.3.3.1 Compliance Required. Uses requiring Planning Commission approval, as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section. Any application for such use must comply with all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. Where conflicts exist, the Planning Commission shall determine which criteria apply on a case by case basis.

1. Does this application meet the conditions set forth in Section 5 for the requested use? If yes, please explain.

Yes the application meets the conditions of 5.422.

2. Describe the affects the proposed use of utilities and facilities will have on the community.

It will have a positive affect in that the facility will assist post-rehab men transition into productive members of our community

3. Describe how the size of the site is appropriate for the proposed use.

The size of the site is appropriate because multiple men can be housed comfortably and adequately.

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? Yes

If yes, please explain:

As a group care facility housing multiple men, additional pedestrian or vehicular traffic will be generated because of the nature of the facility and the scheduling that is involved.

5. Will there be any elevation in the noise level resulting from this proposed use? NO

If yes, please explain:

6. What is the expected number of customers/employees per day? The maximum
number of residents present at a given time is 12.

7. Parking Requirements:

Commercial/Industrial: ~~Paved~~ parking will be provided for 8 vehicles, and
1 ADA vehicle(s); with _____ loading spaces.

For more information please reference the Land Development Code Section 12.3.3.2.

P.O. Box 16658
Hattiesburg, MS 39404
Tax ID#45-4455154

Invoice

Date	Invoice #
12/17/2019	6618

Bill To
City of Hattiesburg 200 Forest ST Hattiesburg, MS 39403

Description	Amount
Services rendered Greely Street/PPIN#22090 Hattiesburg, MS Client: Ann Jones	525.00
Total	\$525.00



APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

715 Greely Street
Hattiesburg, MS 39401

for

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS
39403

as of

December 14, 2019

by

Becky Ladd
P. O. Box 16658
Hattiesburg, MS 39404

Ladd Appraisal Services, LLC

Ladd Appraisal Services, LLC
P. O. Box 16658
Hattiesburg, MS 39404
601-261-0343

December 17, 2019

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS
39403

Property -	715 Greely Street Hattiesburg, MS 39401
Client -	City of Hattiesburg
File No. -	715greely
Case No. -	Intended User Only

Dear Ms. Jones:

In accordance with your request, I have prepared an appraisal of the real property located at 715 Greely Street, Hattiesburg, MS.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of December 14, 2019 is :

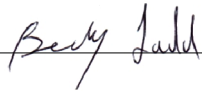
\$1,500

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Ladd Appraisal Services, LLC



Becky Ladd
MS License #LA-456

Intended User Only
File No.715greely

LAND APPRAISAL REPORT

IDENTIFICATION

Owner Jacob Edwards

Census Tract 5

Map Reference NA

Property Address 715 Greely Street

City Hattiesburg

County Forrest

State MS

Zip Code 39401

Legal Description Lot 5 Blk 6 McInnis, Mitchell, & Longre

Sale Price \$NA

Date of Sale NA

Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD

Actual Real Estate Taxes \$32.81

(yr.)

Client City of Hattiesburg

Address 200 Forrest Street, Hattiesburg, MS, 39403

Occupant None

Appraiser Becky Ladd

Instructions to Appraiser Opinion of market value

Intended User: City of Hattiesburg

Intended Use:

NEIGHBORHOOD

Location

☒ Urban

☐ Suburban

☐ Rural

Built Up

☐ Over 75%

☒ 25% to 75%

☐ Under 25%

Growth Rate

☐ Fully Dev.

☐ Rapid

☐ Steady

☒ Slow

Property Values

☐ Increasing

☐ Stable

☒ Declining

Demand/Supply

☐ Shortage

☐ In Balance

☒ Over Supply

Marketing Time

☐ Under 3 Mos.

☐ 4-6 Mos.

☒ Over 6 Mos.

Present Land Use

65 % 1 Family

5 % 2-4 Fam

5 % Apts.

5 % Condo

5 % Commercial

100.000000

5 % Industrial

5 % Vacant

5 %

Change in Present Land Use

☒ Not Likely

☐ Likely (*)

☐ Taking Place (*)

(*) From

To

Predominant Occupancy

☒ Owner

☐ Tenant

15 % Vacant

Single Family Price Range

\$ 2,000

to \$ 150,000

Predominant Value \$ 65,000

Single Family Age

5 yrs. to

125 yrs.

Predominant Age 75 yrs.

Employment Stability

Good

Avg.

Fair

Poor

☐

☒

☐

☐

Convenience to Employment

☐

☒

☐

☐

Convenience to Shopping

☐

☒

☐

☐

Convenience to Schools

☐

☒

☐

☐

Adequacy of Public Transportation

☐

☒

☐

☐

Recreational Facilities

☐

☒

☐

☐

Adequacy of Utilities

☐

☒

☐

☐

Property Compatibility

☐

☒

☐

☐

Protection from Detrimental Conditions

☐

☐

☒

☐

Police and Fire Protection

☐

☒

☐

☐

General Appearance of Properties

☐

☐

☐

☐

Appeal to Market

☐

☐

☐

☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) The subject is located in southeast Hattiesburg. Homes in the area vary in age, quality, condition, and levels of maintenance. This area was hit by a tornado a few years ago. Many homes were destroyed. There are other homes that are vacant or in poor repair.

SITE

Dimensions 50x90

= 4500 sq. ft.

☐ Corner Lot

Zoning Classification Single Family Residential

Present improvements ☐ do ☐ do not conform to zoning regulations

Highest and best use: ☐ Present use ☐ Other (specify)

Public

☒

Other (Describe)

Elec.

☒

Gas

☒

Water

☒

San. Sewer

☒

☐ Underground Elect. & Tel.

OFF SITE IMPROVEMENTS

Street Access: ☒ Public ☐ Private

Surface Asphalt paved

Maintenance: ☒ Public ☐ Private

☐ Storm Sewer ☐ Curb/Gutter

☐ Sidewalk ☐ Street Lights

Topo Generally level

Size Typical

Shape Rectangular

View Vacant lot

Drainage Appears adequate/Flood zone

Is the property located in a HUD Identified Special Flood Hazard Area?

☐ No ☒ Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) No adverse easements or encroachments are noted. No survey has been provided. This property is located in the flood zone. New construction would have to be above the flood plain. There has recently been some site work done on this property. See Photo.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

For the Market Data Analysis ☒ See grid below. ☐ See narrative attachment.

ITEM	Subject Property	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	715 Greely Street Hattiesburg, MS 39401	0 South Chancellor Hattiesburg, MS 39401		0 Douglas Street Hattiesburg, MS 39401		1315 North Main Street Hattiesburg, MS 39401	
Proximity to Subj.		2.90 miles S		2.82 miles S		1.80 miles NW	
Sales Price	\$ NA		\$ 4,500		\$ 6,500		\$ 4,900
Price	\$		\$		\$		\$
Data Source		MLS#106748		MLS#106749		MLS#109999	
Date of Sale and Time Adjustment	DESCRIPTION NA	DESCRIPTION 12/06/2016	+ (-) \$ Adjustment	DESCRIPTION 12/06/2016	+ (-) \$ Adjustment	DESCRIPTION 01/19/2018	+ (-) \$ Adjustment
Location	Flood Zone/Urban	Urban	-1,500	Urban	-1,500	Urban	-1,500
Site/View	Street/Avg	Street/Avg		Street/Avg		Street/Avg	
Site Area	4500 sq. ft.	16200 sf	-1,500	21,600 sf	-2,500	16560 sf	-1,500
	Generally level	Generally level		Generally level		Generally level	
Sales or Financing Concessions							
Net Adj. (Total)		☐ Plus ☒ Minus \$	-3,000	☐ Plus ☒ Minus \$	-4,000	☐ Plus ☒ Minus \$	-3,000
Indicated Value of Subject		Gross 66.7%		Gross 61.5%		Gross 61.2%	
		Net -66.7%	\$ 1,500	Net -61.5%	\$ 2,500	Net -61.2%	\$ 1,900

RECONCILIATION

Comments on Market Data: Market activity is somewhat limited in the subject neighborhood. I have include a 4th comp that is located in the flood zone. However, it is an older sale.

Comments and Conditions of Appraisal: This appraisal has been done in "as-is" condition. No mineral rights have been considered.

Final Reconciliation: The sales comparison approach has been relied on for the opinion of value.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF December 14, 2019 to be \$1,500

Ladd Appraisal Services, LLC

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

APPRAISER’S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
21. If this appraisal report was transmitted as an “electronic record” containing my “electronic signature,” as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER’S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- 1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
- 4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- 5. If this appraisal report was transmitted as an “electronic record” containing my “electronic signature,” as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature _____
Name Becky Ladd
Company Name Ladd Appraisal Services, LLC
Company Address P. O. Box 16658
Hattiesburg, MS 39404
Telephone Number 601-261-0343
Email Address beckyladdapprais@bellsouth.net
Date of Signature and Report December 17, 2019
Effective Date of Appraisal December 14, 2019
State Certification # _____
or State License # LA-456
or Other _____ State # _____
State MS
Expiration Date of Certification or License 11/30/2021

ADDRESS OF PROPERTY APPRAISED
715 Greely Street
Hattiesburg, MS 39401
APPRAISED VALUE OF SUBJECT PROPERTY \$ 1,500
CLIENT
Name Ms. Ann Jones
Company Name City of Hattiesburg
Company Address 200 Forrest Street
Hattiesburg, MS 39403
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____

Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
- ☐ Did inspect exterior of subject property from street
Date of Inspection _____
- ☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
- ☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

ADDITIONAL COMPARABLES

Intended User City of Hattiesburg

Property Address 715 Greely Street

City **Hattiesburg** County **Forrest** State **MS** Zip Code **39401**

Client City of Hattiesburg

MARKET DATA ANALYSIS	ITEM	Subject Property	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
	Address	715 Greely Street Hattiesburg, MS 39401	1504 East Hardy Street Hattiesburg, MS 39401					
	Proximity to Subj.		0.66 miles NE					
	Sales Price	\$ NA		\$ 1,000		\$		\$
	Price	\$		\$		\$		\$
	Data Source		MLS#84531					
	Date of Sale and Time Adjustment	DESCRIPTION NA	DESCRIPTION 02/01/2012	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment
	Location	Flood Zone/Urban	Flood Zone/Urban					
	Site/View	Street/Avg	Street/Avg					
	Site Area	4500 sq. ft.	8400 sf/Eq					
		Generally level	Similar					
	Sales or Financing Concessions							
	Net Adj. (Total)		☐ Plus ☐ Minus \$		☐ Plus ☐ Minus \$		☐ Plus ☐ Minus \$	
Indicated Value of Subject		Gross 0.0% Net 0.0% \$ 1,000		\$		\$		

Comments on Market Data Analysis

SITE PLAN

Intended User	City of Hattiesburg				
Property Address	715 Greely Street				
City	Hattiesburg	County	Forrest	State	MS
				Zip Code	39401
Client	City of Hattiesburg				

Print

Page 1 of 1



Forrest County, MS

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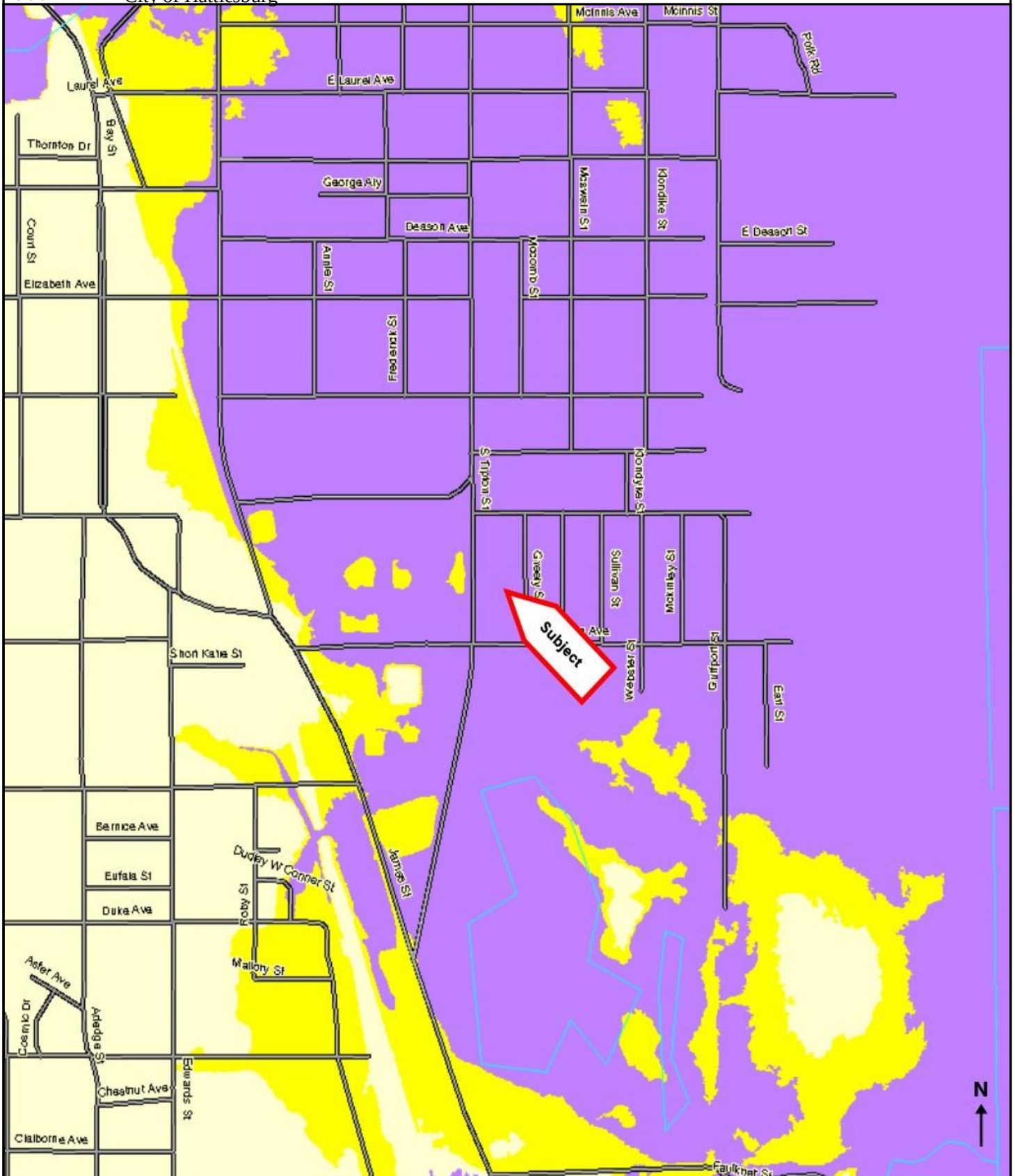


Forrest County Tax Assessor/Collector
601 Main St
Hattiesburg, MS 39401
(601) 582-8228

PPIN:	22090
PARCEL_ID:	2-037D-14-158.00
OWNERNAME:	EDWARDS JACOB
ADDRESS1:	715 GREELY STREET
ADDRESS2:	
CITY:	HATTIESBURG
STATE:	MS
ZIP:	394010000
SECTION:	14
TOWNSHIP:	04N
RANGE:	13W
LEGAL1:	LT 5 BLK 6 PREV #:H0656-06-005
LEGAL2:	
LEGAL3:	
TAX_DIST:	1110
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	1200
CULT_VAL2:	0
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	1200
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	1200
EXEMPT_COD:	0
HOMESTEAD:	
DEED_BOOK:	
DEED_PAGE:	
DEED_DATE:	
SITUS_ADDR:	715 GREELY STREET

FLOOD MAP

Intended User	City of Hattiesburg				
Property Address	715 Greely Street				
City	Hattiesburg	County	Forrest	State	MS
				Zip Code	39401
Client	City of Hattiesburg				



Flood Zones

- | | | | |
|---|---|---|--|
|  | Areas inundated by 500-year flooding |  | Floodway areas |
|  | Areas outside of the 100- and 500-year flood plains |  | Floodway areas with velocity hazard |
|  | Areas inundated by 100-year flooding |  | Areas of undetermined but possible flood hazards |
|  | Areas inundated by 100-year flooding with velocity hazard |  | Areas not mapped on any published FIRM |

Flood Zone Determination

Latitude: 31.316451

Longitude: -89.279410

Community Name:
HATTIESBURG, CITY OF

Community: 280053

SFHA (Flood Zone): Yes

Within 250 ft. of multiple flood zones: Yes

Zone: AE

Map #: 28035C0109E

Panel: 0109E

Panel Date: 03/16/2015

FIPS Code: 28035

Census Tract: 5

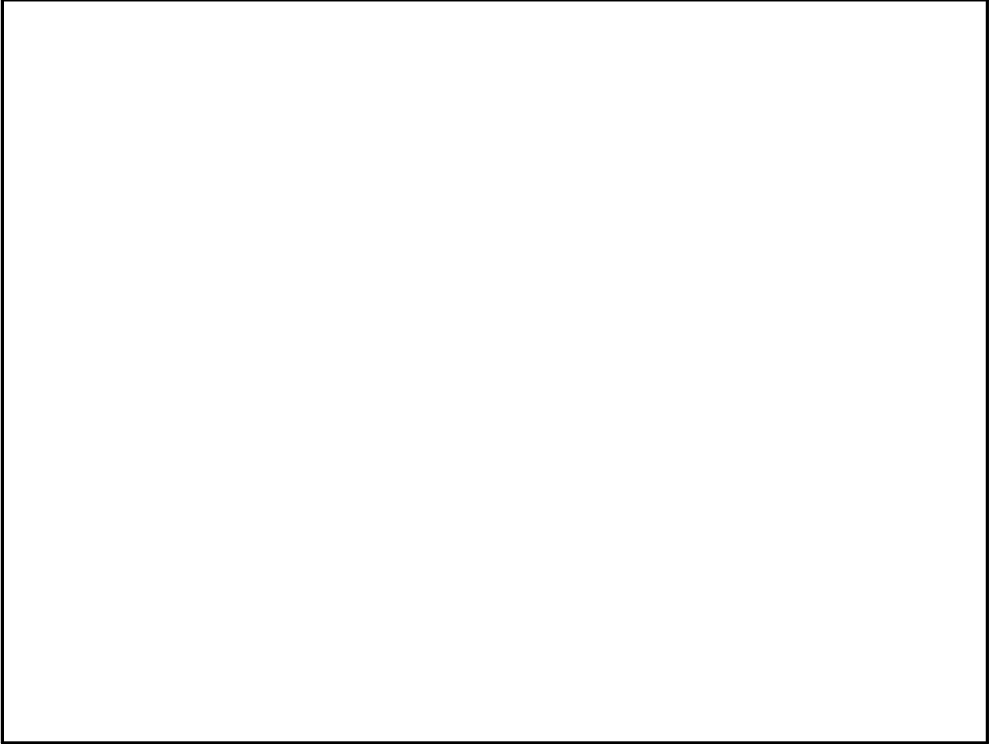
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PHOTOGRAPH ADDENDUM

Intended User	City of Hattiesburg				
Property Address	715 Greely Street				
City	Hattiesburg	County	Forrest	State	MS
				Zip Code	39401
Client	City of Hattiesburg				



FRONT VIEW OF
SUBJECT PROPERTY



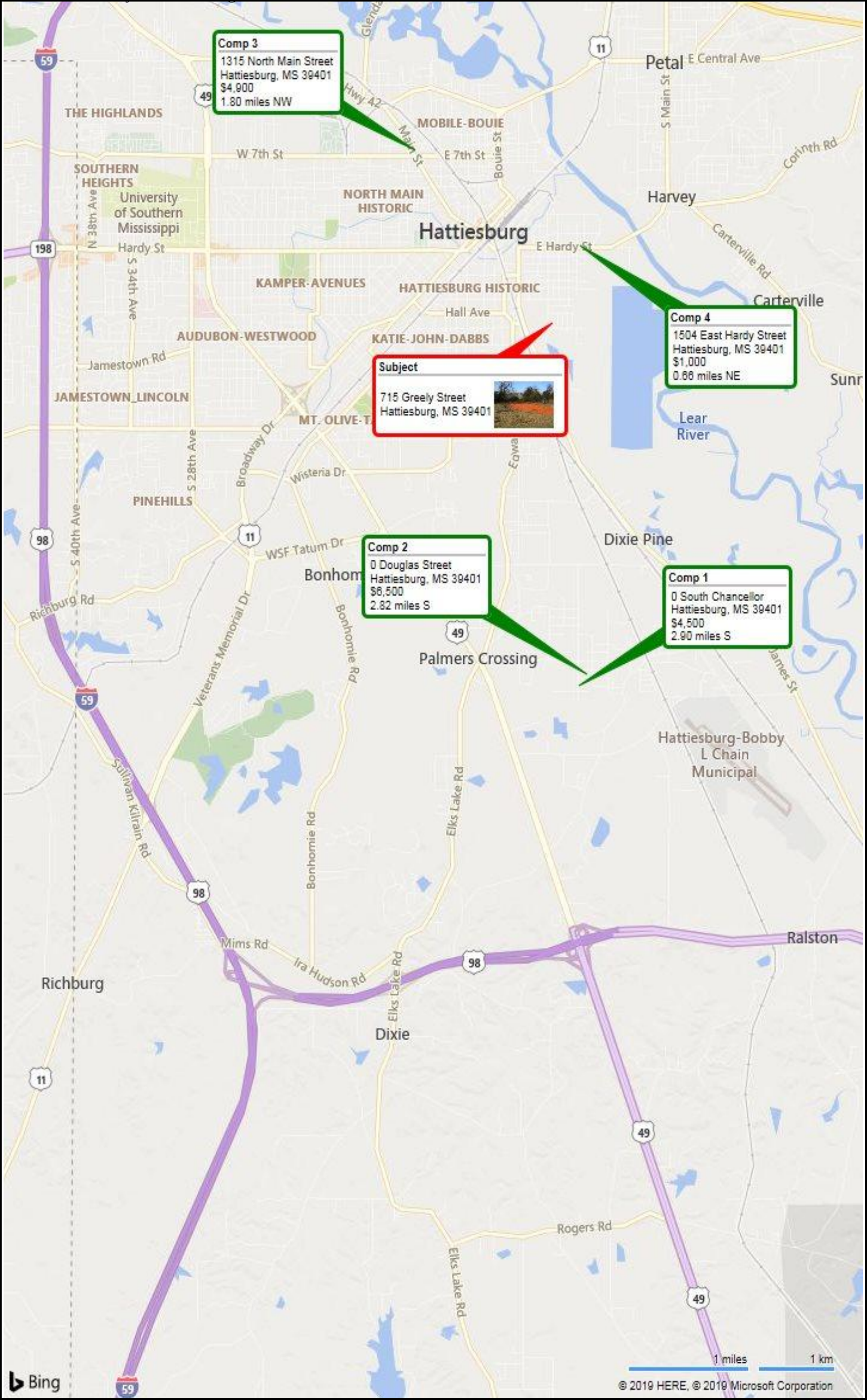
REAR VIEW OF
SUBJECT PROPERTY

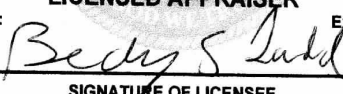


STREET SCENE OF
SUBJECT PROPERTY

Location Map

Intended User	City of Hattiesburg				
Property Address	715 Greely Street				
City	Hattiesburg	County	Forrest	State	MS
				Zip Code	39401
Client	City of Hattiesburg				



State of Mississippi	
MISSISSIPPI REAL ESTATE APPRAISER LICENSING AND CERTIFICATION BOARD	
LICENSE # : LA-456	STATUS: ACTIVE
BECKY S LADD	
HAS BEEN GRANTED A LICENSE AS A LICENSED APPRAISER	
Effective Date: 12/01/2019	Expiration Date: 11/30/2021
	
SIGNATURE OF LICENSEE Robert E. Praytor, Administrator	

APPRAISAL REPORT

**Vacant Lot; (PPIN No. 22090)
Located at 715 Greely Street,
Hattiesburg, Forrest County, Mississippi 39401**



Prepared For:

City of Hattiesburg

Requested By:

**Ms. Ann Jones,
Chief Administrative Officer**

As Of:

December 12th, 2019



LOCATION MAP

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ADDENDA

Subject Exhibits

Engagement Letter

Qualifications of Appraisers

City of Hattiesburg

December 17th, 2019

City of Hattiesburg
c/o Ms. Ann Jones,
Chief Administrative Officer

Re: Appraisal of a vacant parcel of land identified as PPIN No. 22090 located at 715 Greely Street,
Hattiesburg, Forrest County, Mississippi 39401

Dear Ms. Jones:

Thank you for the opportunity to provide appraisal services. Based on our agreement, I have performed an appraisal and reported our findings in this Appraisal Report. This report is intended to comply with the reporting requirements under Standards Rule 2.2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP 2018-2019 edition).

REAL ESTATE MARKET VALUE			
Appraisal Condition	Interest Appraised	Effective Date of Value	Market Value
"As Is"	Fee Simple Estate	December 12 th , 2019	\$1,800

The following report sets out my reasoning, methodology, and conclusions. It has been prepared in accordance with the appraisal standards and procedures as currently promulgated by the Appraisal Standards Board of the Appraisal Foundation (USPAP 2018-2019 Edition). The report is also prepared in accordance with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.

I strive to present the most timely market data with pertinent analytical methods reflective of current market participants. Nonetheless, we are receptive to suggestions of methodology, presentation or other concerns about this report. I appreciate this opportunity to provide service and look forward to providing appraisal or consulting services for the City of Hattiesburg in the future.

Respectfully submitted,



Zachary H. Fairley
State Licensed Real Estate Appraiser,
#LA-1868

Summary of Salient Facts and Conclusions	
Property Name	Vacant Land
Property Address	715 Greely Street Hattiesburg, Forrest County, Mississippi 39401
Property Location	The property is located in the eastern portion of Hattiesburg in the McInnis, Mitchell, & Longre Subdivision.
Property Tax Identification Number(s)	2-037D-14-158.00
Owner of Record	Jacob Edwards
Date of the Report	December 17 th , 2019
Effective Date of the Appraisal	December 12 th , 2019
Property Rights Appraised	Fee Simple
Land Area	50' x 90' or 4,500 Square Feet, More or Less The site size was obtained from the Forrest County Tax Assessor's records, and considered to be accurate. A survey of the property was not provided. If a survey is provided indicating a different acreage, we reserve the right to alter our value.
Zoning Designation	R-1C; Single-family Residential
Highest and Best Use As Vacant	Single-family Residential
Estimated Exposure Time and Marketing Period	12-18 Months
Property Rights Appraised	Fee Simple
Current Use	Vacant Land
Market Value Conclusions	"As Is"
Sales Comparison Approach	\$1,800
Final Value Conclusion	\$1,800

Purpose of the Appraisal

The purpose of this appraisal is to develop an opinion of the market value as is of the fee simple interest in the property as of the effective appraisal date, December 12, 2019.

Intended Use/Client and Intended User(s)

The intended use of this report is for negotiating the potential purchase by the client and/or participants. It is our understanding that the client and intended user of the report is the City of Hattiesburg. The appraisal is not intended for any other use or user. The definition of market value relied upon is included before the Addenda.

Competency of the Appraisers

The appraisers' specific qualifications are included within this report. These qualifications serve as evidence of their competence for the completion of this appraisal assignment in compliance with the competency provision in USPAP. The appraisers' knowledge and experience, combined with their professional qualifications, are commensurate with the complexity of this assignment. The appraiser has

previously provided consultation and value opinion for properties similar to the subject in Hattiesburg, Mississippi and the regional area.

Interest Appraised

- **Fee Simple Interest** is absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Effective Date of Value

December 12th, 2019

Date of Report

December 17th, 2019

Scope of Work

Scope of work is the most critical decision an appraiser will make in performing an assignment. Solving an appraisal problem involves three steps:

1. Identifying the problem
2. Determining the solution (or scope of work)
3. Applying the solution

None of the three steps can be omitted, and each must be performed in order. To analyze the problem, the appraiser identifies seven key assignment elements: (1) client, (2) intended users in addition to the client, (3) intended use, (4) objective of the appraisal, or type of value and its definition, (5) effective date, (6) property characteristics that are relevant to the assignment such as the interest to be valued and physical and legal characteristics), and (7) assignment conditions such as hypothetical conditions, extraordinary assumptions, and other requirements. These elements provide the framework for the assignment and allow the appraiser to identify the problem to be solved.

The second step is to determine the scope of work to solve the problem. Scope of work encompasses all aspects of the valuation process, including which approaches to value will be used; how much data is to be gathered, from what sources, from which geographic area, and over what time period; the extent of the data verification process; and the extent of property inspection, if any. The scope of work decision is appropriate when it allows the appraiser to arrive at credible assignment results and is consistent with the expectations of similar clients and the work that would be performed by the appraiser's peers in a similar situation.

Source: *Appraisal of Real Estate 14th Edition*

Inspection

The subject property was inspected by Zac Fairley on December 12, 2019. The readily accessible areas of the site were walked by the appraiser. Photographs were taken to document this and will be available later in the report. The surrounding neighborhood and area was also inspected on this day as well.

I am not an engineer and are not competent to judge matters of an engineering nature, nor have I retained independent structural, mechanical, electrical, or civil engineers in connection with the report. As such, I make no representations relative to the condition of the improvements, if any exist. Unless otherwise

noted in the report, no problems were brought to the attention of the appraiser by the client or property owner.

If questions regarding engineering studies are critical to the decision process of the reader, the advice of competent engineering consultants should be obtained and relied upon.

Data Research

The type and extent of my research and analysis is detailed in individual sections of the report. This includes the steps took to verify comparable sales, which are disclosed in the comparable sale profile sheets in the report. Although we make an effort to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Legal Description

A parcel of land identified as Lot 5, Block 6, in the McInnis Mitchell & Longre Subdivision, in Section 14, Township 4 North, Range 13 West, Forrest County, Mississippi. We have provided a copy of the legal description in the Site Description of this report.

Property History/Ownership

The property has been owned in excess of three years by Jacob Edwards. This conveyance is recorded in Deed Book 1190, Page 698. We are not aware of any conveyances in ownership in the last three years.

To the best of my knowledge, the property is not currently listed for sale nor is it under contract or option to purchase.

Taxes and Assessments

ASSESSMENT INFORMATION - Forrest COUNTY						
PPIN #	Land Size	Land Assessment		Improvement Assessment		Total Assessment
22090	50'x90'	\$1,200	100%	0	0%	\$180

TAX INFORMATION - Forrest COUNTY				
County	City	School	Total	Taxes Paid
\$11.71	\$9.56	\$11.54	\$32.81	\$0.00

Definition of Market Value¹

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

¹ Definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC and in the Interagency Appraisal and Evaluation Guidelines, dated December 2, 2010.

Marketing Time

The reasonable marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded Market Value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. In this instance, we have determined a 12-18 month marketing time for the subject.

Exposure Time

Reasonable exposure time is one of a series of conditions in most Market Value definitions. Exposure time is always presumed to precede the effective date of the appraisal.

Exposure time may be defined as follows: the length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at Market Value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Exposure time is different for various types of property and under various market conditions. It is noted that the overall concept of reasonable exposure encompasses not only adequate, sufficient, and reasonable time but also adequate, sufficient, and reasonable effort. This statement focuses on the time component.

The fact that exposure time is always presumed to occur prior to the effective date of the appraisal is substantiated by related facts in the appraisal process: supply/demand conditions as of the effective date of the appraisal; the use of current cost information; the analysis of historical sales information (sold after exposure and after completion of negotiations between the seller and buyer); and the analysis of future income expectancy projected from the effective date of the appraisal.

Source: Standards 6 (SMT-6) *Uniform Standards of Professional Appraisal Practice*, 2010-2011 Edition, published by the Appraisal Standards Board of the Appraisal Foundation

Exposure period can be based on statistical information about days on market; information gathered through sales verification and interviews of market participants. In this instance, we have determined a 12-18 month exposure time for the subject.

The Market Value of the property appraised in this report is determined as of the date shown in the Certification. Constantly changing economic conditions have varying effects upon real property values. Even after the passage of a relatively short period of time, property values may change substantially.

Extraordinary Assumption

An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

The definition of "extraordinary assumption" builds upon the definition of "assumption". Therefore, the first thing to acknowledge with regard to an extraordinary assumption is that we really believe an extraordinary assumption to be true. Second, we acknowledge that if we found that the extraordinary assumption was actually not true, then our value opinion could be impacted or changed as a result. This is what makes it extraordinary, because it is so relevant to our appraisal or value opinion. Therefore SR 2-1(a) requires that all extraordinary assumptions be disclosed, so that everyone knows that the value opinion depends upon the extraordinary assumption being true.

Hypothetical Condition

That which is contrary to what exists but is supposed for the purpose of analysis.

Extraordinary Assumptions Compared to Hypothetical Conditions

The best way to distinguish between an extraordinary assumption and a hypothetical condition is, if as of the date of value, the condition in question is known to be false; then it is a hypothetical condition. If, as the date of value, the fact of the condition is unknown and it is reasonable to believe that the condition is true, then the condition is an extraordinary assumption.

Comment: Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

No extraordinary assumptions or hypothetical conditions were made part of this report.

Regional Description

AREA ANALYSIS

LOCATION:

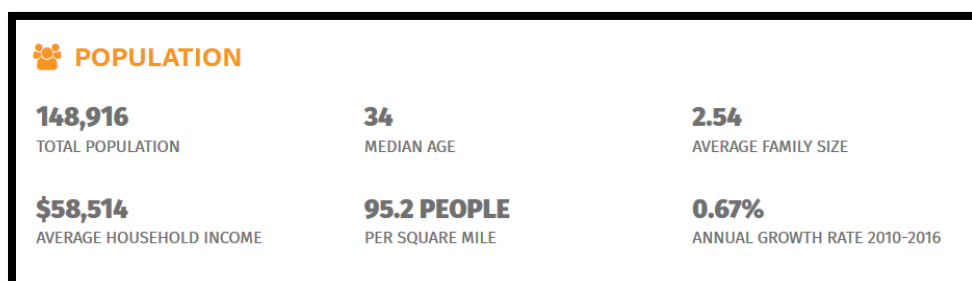
Hattiesburg is centrally located to several major markets, thus its nickname the “Hub City.” These markets include:

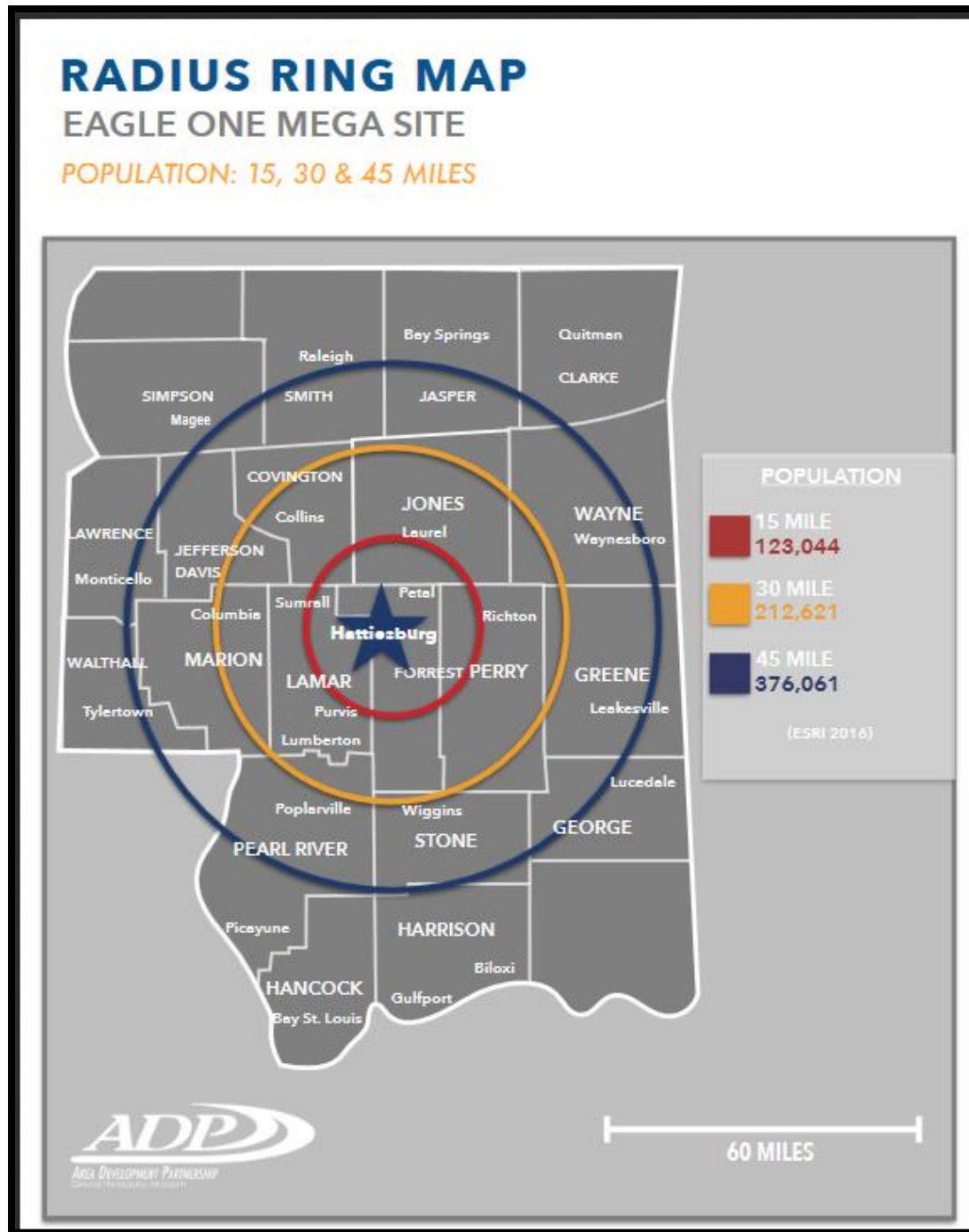


POPULATION:

The following statistics are available from the US Census Bureau. Historical population statistics for the area are summarized as follows:

The chart exhibits the trend in population for the region from 1990 to 2010(2006 for Forrest and Lamar Counties). The Hattiesburg MSA has seen above average growth since 1990.





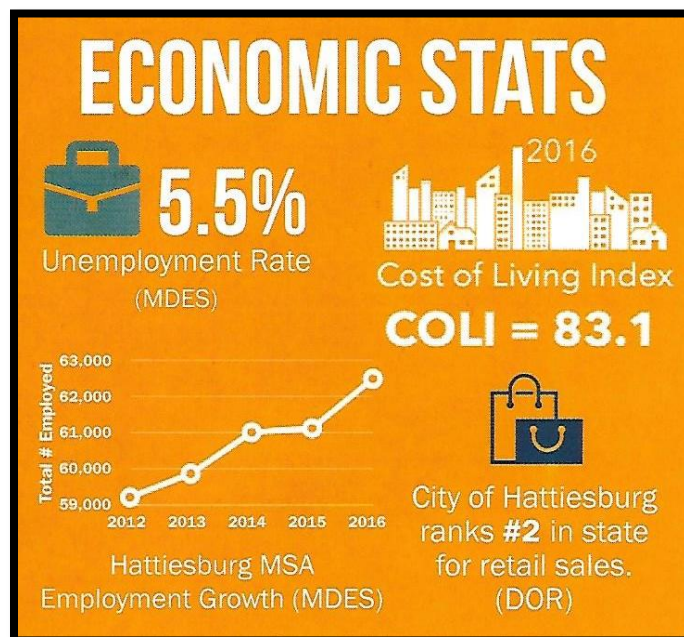
BUSINESS AND INDUSTRY:

There are approximately 92 manufacturing firms in the county, employing 5,300 workers. Hattiesburg has a fully-developed industrial park with 325 available spaces.

The agriculture income for the county averages \$20 million annually. Forestry is the county's largest agri-business, producing about \$8 million in sales. Tables of the largest manufactures and employers are shown below.

 TOP EMPLOYERS	
MANUFACTURING/DISTRIBUTION EMPLOYERS	
EMPLOYER	# OF EMPLOYEES
Mar-jac Poultry	861
Channel Control Merchants	688
Kohler Engines	400
Georgia Pacific, Leaf River Cellulose	300
Hood Industries – Beaumont	200
Johnson Controls Company	200
Mississippi Tank	192
Borden	175
Select Product Group	148
Stion	125
Hattiesburg Coca-Cola	125
Resinall	115
Western Contalner	114

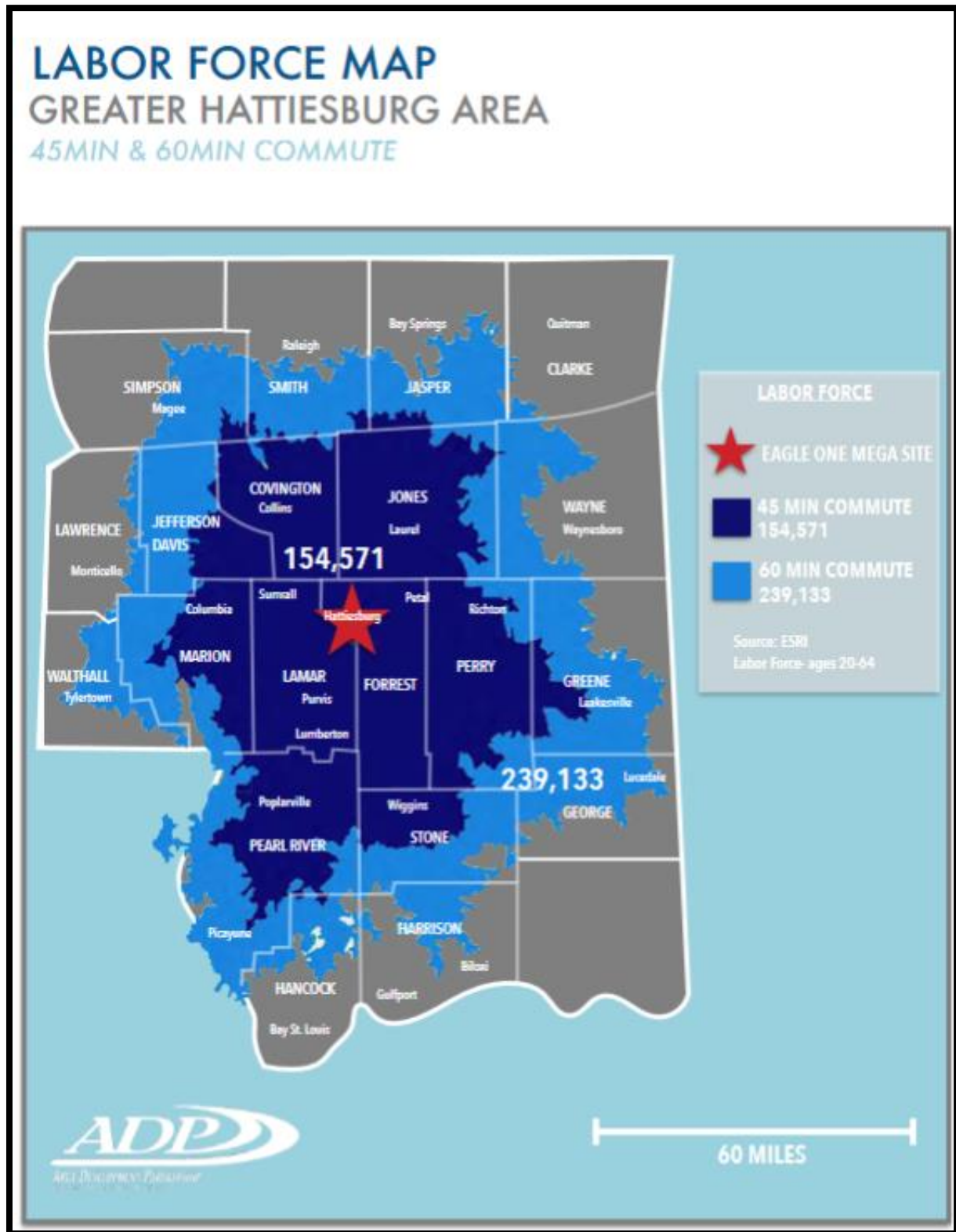
SERVICE EMPLOYERS	
EMPLOYER	# OF EMPLOYEES
Forrest General Hospital	3151
University of Southern Mississippi	2300
Hattiesburg Clinic	2218
Camp Shelby	2200
Lamar County School District	1300
Merit Health Wesley	1222
General Dynamics Information Technology (GDIT)	1000+
Hattiesburg Public School	750
City of Hattiesburg	717
Petal School District	535
South Mississippi EPA	400
William Carey University	370
Regions Bank	329



ECONOMIC BASE

Hattiesburg, also known as the “Hub City,” is within 100 miles of the state capital, Jackson, as well as the Gulf Coast, New Orleans, LA, and Mobile, AL. The greater Hattiesburg area is the educational, retail, military, and medical center for more than a quarter of a million people throughout southeast Mississippi. Hattiesburg MSA is the site of numerous small and several large corporations. The largest employers in terms of total employment in Hattiesburg MSA are summarized in the chart below.





GROWTH

The ADP (Area Development Partnership) has recently secured options on a 2,222 acre mega-site. This large industrial site is the first of its kind in South Mississippi. The site has 2.8 miles of frontage along I-59 and 1.2 miles of frontage along Hwy 11. Hattiesburg has recently been named one of the 50 fastest growing metro areas in America. This new site provides for an increased growth in business development and employment.

SOUTH MISSISSIPPI'S PREMIER MEGA SITE

- Over **2200 acres** available for development
- Approximately **3 miles** of frontage on Interstate 59
- Over **1 mile** of frontage on U.S. Highway 11
- **All Technical Due Diligence** completed
- Conceptual plan shows **>8M sq. ft.** under roof
- Rail service provided by **Norfolk Southern**



DISTRICT AT MIDTOWN

Mixed Use Development under construction

\$34M

290 Jobs





ANNOUNCED PROJECTS

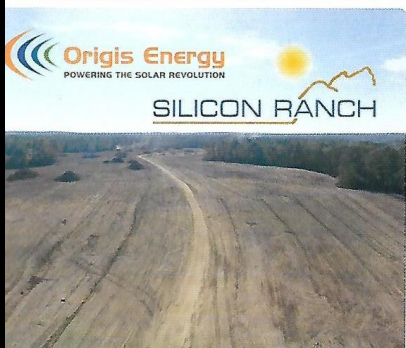
\$280+
Million
in capital investment



1,100+
full-time jobs



Investing **\$120M** &
creating **260 jobs**



Origis Energy
POWERING THE SOLAR REVOLUTION
SILICON RANCH



\$200M
in green solar energy
under construction

ECONOMIC DEVELOPMENT

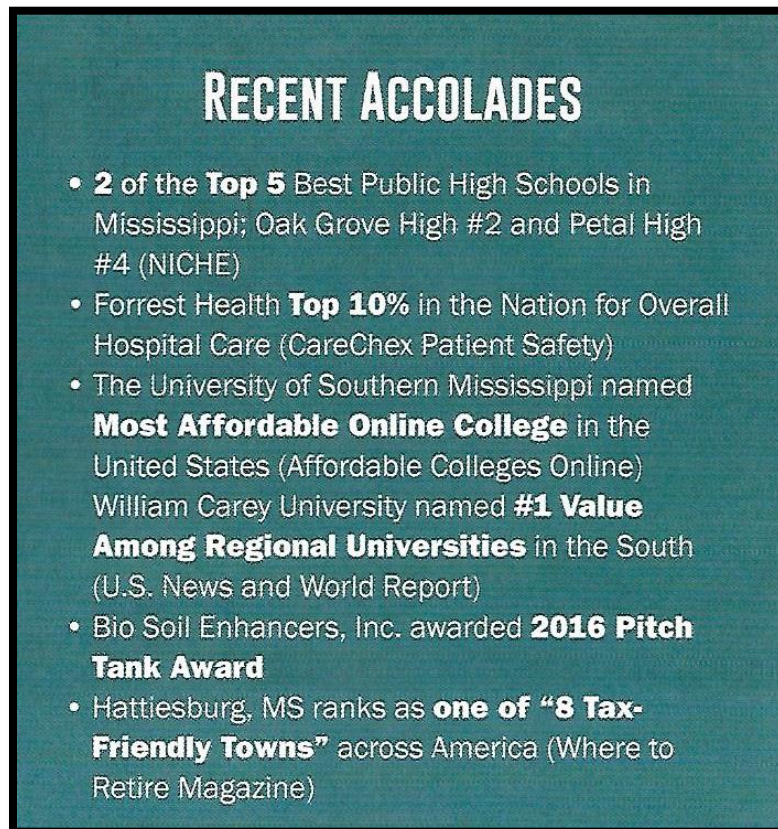
NEW AND EXPANDING BUSINESSES ANNOUNCED IN 2016

Company	Investment	Jobs
Mar-Jac Poultry	\$36,915,000.00	100
District at Midtown	\$34,000,000.00	290
Forrest General Hospital	\$34,000,000.00	151
The University of Southern Mississippi	\$26,800,000.00	
Camp Shelby	\$22,300,000.00	
The Met Apartments*	\$18,000,000.00	
SPG	\$15,000,000.00	25
Lone Star Gas*	\$13,000,000.00	
William Carey University	\$8,600,000.00	19
Enterprise Gas Products*	\$8,000,000.00	
Hattiesburg Clinic	\$7,873,000.00	58
Wis-Pak	\$5,200,000.00	
Johnson Controls	\$4,136,000.00	12
Kohler	\$3,903,865.00	
Channel Control Merchants	\$3,706,181.00	170
Green Bay Converting	\$3,551,910.29	
Magnolia State Bank	\$3,500,000.00	4
Planet Fitness*	\$3,361,598.00	
Cavender's Western Outfitter*	\$3,243,500.00	12
Eagle Flatts*	\$3,131,897.91	
Western Container Corp.	\$2,326,429.00	
Merit Health Wesley	\$2,300,000.00	45
Baker and Graham Dental Clinic	\$1,996,900.00	2
The Summit Shopping Center	\$1,800,000.00	
Southern Grand Theatres Hattiesburg 18*	\$1,600,000.00	
Lil' Butcher Shoppe	\$1,415,000.00	
Mississippi Tank Company	\$1,293,649.83	
Panera Bread	\$1,233,207.00	
The Shoppes at Park Crest*	\$1,230,000.00	
Zaxby's (Petal)*	\$1,227,000.00	
Hibatchi Express / Insomnia Cookies	\$1,100,000.00	20
Dandy Dan's (Smith Petroleum Co., Inc.)	\$1,015,278.00	
Zaxby's (Hattiesburg)*	\$1,006,718.00	
Weyerhaeuser	\$1,000,000.00	
Dollar General Store (Hattiesburg)*	\$822,100.00	
Up/Down Trampoline Park*	\$820,000.00	
Dollar General Store (Petal)*	\$700,000.00	
CycleBar	\$520,000.00	10
Oxiteno		15
SaviLinx		200
Total	\$281,629,234.03	1,133

*dollar amounts are from building permit figures only

EDUCATION:

The Hattiesburg area has 22 public schools. The Hattiesburg Area Education Foundation provides private funding and special programs to most of these schools to enhance the fundamental curriculum. The business community takes an active role in augmenting the school system through the Adopt-A-School program.



Hattiesburg is home to the University of Southern Mississippi with an enrollment of more than 12,000 students and William Carey College with an enrollment of about 2,000 students. U.S.M. has recently opened a new \$19 million Polymer Science Research Facility that is paralleled by no other in the United States. Jones County Junior College and Pearl River Community College are both within easy driving distance.

HIGHER EDUCATION









INSTITUTION	ENROLLMENT	ANNUAL GRADUATES
University of Southern Mississippi	13,115	3,351
William Carey University	4,415	1,180
Pearl River Community College	4,755	880
Jones County Junior College	4,592	1,071
TOTAL	26,627	6,482

GOVERNMENT:

Hattiesburg has a mayor/council type of government. Forrest County has a five-member board of supervisors.

COMMUNICATIONS:

Newspaper - *Hattiesburg American* (daily) and *Advertiser News* (weekly) is two papers serving Hattiesburg.
Radio Station - Hattiesburg has ten AM/FM stations.
Television - There are two local TV stations and one cable TV Company serving the Hattiesburg area.

**LAW ENFORCEMENT AND
EMERGENCY SERVICES:**

Hattiesburg has a force of 90 officers in the city and 33 in the county. The fire department includes 96 firefighters located at 7 stations.

MEDICAL SERVICES:

Hattiesburg serves as the medical hub of South Mississippi, with two hospitals with 704 beds, the largest multi-specialty clinic in the state, a full service regional reference laboratory, 230 doctors and 43 dentists.

UTILITIES:

The Dixie Electric Power Association, Mississippi Power Company, Pearl River Valley Electric Power Association, South Mississippi Electric Power Association and the Southern Pine Electric Power Association provide electricity to the greater Hattiesburg area. Hattiesburg's water needs are provided by the City of Hattiesburg, which has a capacity of 16 million g.p.d. Willmut Gas and Oil Company, fuels oil and LP gas are available from local sources.

**CLUBS AND
ORGANIZATIONS:**

Hattiesburg has local groups of most national civic groups. A complete list of these organizations is available through the Hattiesburg Area Chamber of Commerce.

TRANSPORTATION:

Highways - Interstate Highway 59, U.S. Highways 49, 98 and 11, and State Highway 42 serve Hattiesburg.

Airports - Pine Belt Airport is for commercial use and has 6,500 foot runway. Bobby Chain Municipal Airport, noncommercial, has a 6,250 foot runway.

Railroads - Hattiesburg is served by Amtrak, Midsouth Rail, Illinois Central Gulf and Norfolk Southern.

Motor Freight Carriers - Serving Hattiesburg is 17 truck lines and 15 local terminals.

Bus Service - Greyhound/Trailways Bus lines provide passenger and package service.

**PARKS AND
RECREATION:**

Kemper Park and Zoo, Pep's Point Water Park, Camp Shelby War Museum, Hattiesburg Historical Society, Paul B. Johnson State Park, seven local golf courses; U.S.M. - Natural Science Museum and Woods Art Gallery; Checker Hall of Fame; and William Carey College - Lucille Parker Gallery.

Neighborhood Description

The property is located inside the city limits of Hattiesburg south of East Hardy Street, along Greely Street.

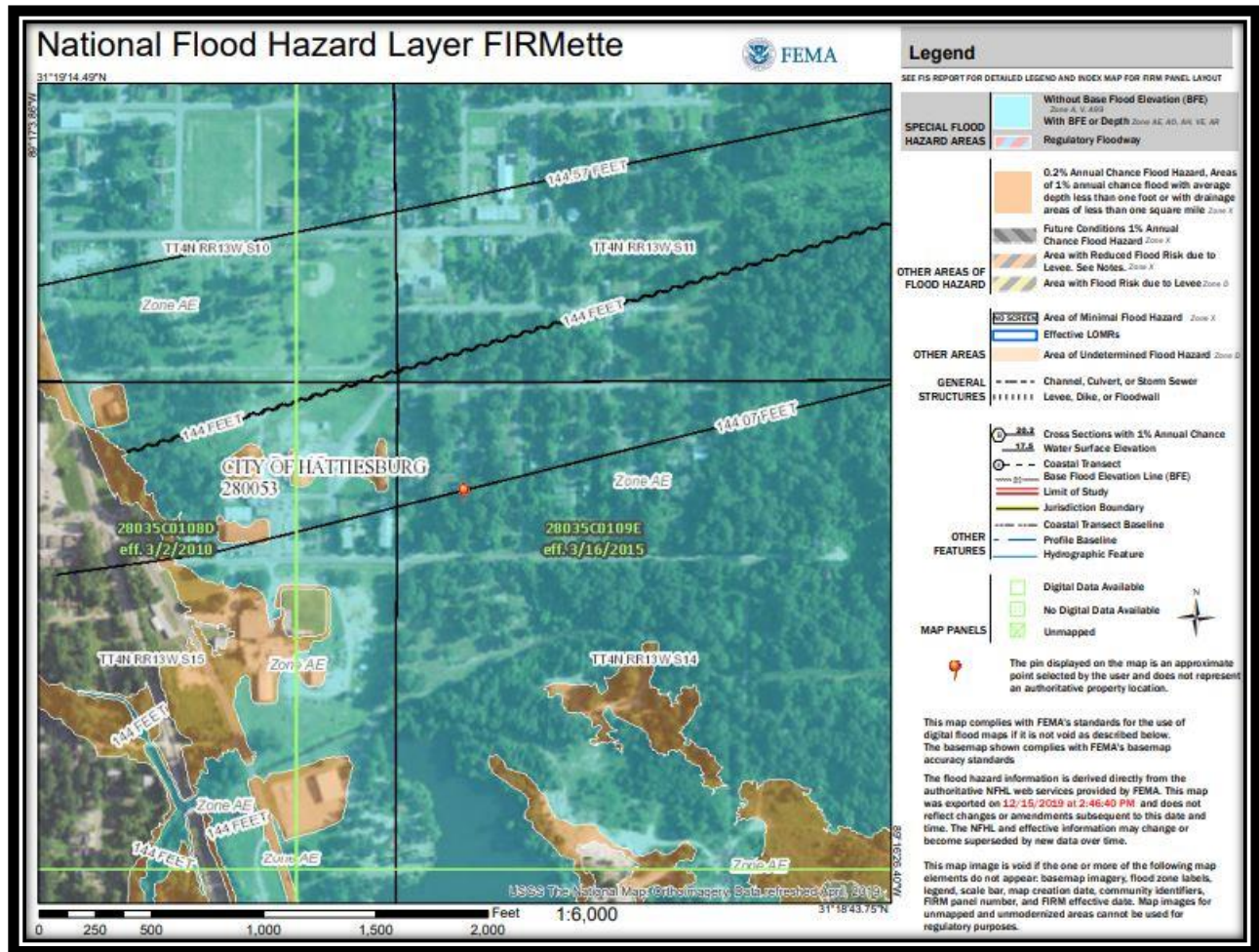
Most new commercial, retail and residential development has shifted to the west Hattiesburg area, principally in the Lamar County area. The area on East Hardy and downtown Hattiesburg has seen very little development in the last 20 years. Due to the population shift away from downtown Hattiesburg, the overall value outlook is weak.

SITE DESCRIPTION	
Location:	715 Greely Street
Current Use of the Property:	Vacant Land
Site Size:	Total: 4,500 Square Feet, More or Less Useable: 4,500 Square Feet, More or Less The total site size was determined from the warranty deed and considered accurate. If provided a survey of the property indicating a different acreage, we reserve the right to alter our value.
Frontage/Access:	Greely Street fronts along the eastern boundary for +/-50feet.
Visibility:	The site has good visibility and exposure from Greely Street with limited visibility from Alcorn Street.
Topography:	The site is cleared and level, at the grade of Greely Street. As of the effective appraisal date, the site has been prepped for development with fill dirt and building pad.
Soil Conditions:	No soil analysis was furnished. For the purpose of this appraisal, soil conditions are assumed to have no detrimental influence on the highest and best use or value of the property.
Utilities:	All city services are available and in place on the property.
Flood Zone:	The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The entire parcel is located in a FEMA Flood Zone AE, which is classified as a flood hazard area. FEMA Map Number: 28035C0109E FEMA Map Date: March 16, 2015
Wetlands/Watershed:	According to the National Wetland Inventory Mapper, the property does not contain wetlands. This would need to be confirmed with an engineer.
Environmental Issues:	There are no known adverse environmental conditions on the subject site. Please reference Limiting Conditions and Assumptions.
Encumbrance / Easements:	I was not provided a current title report to view. I am not aware of any easements, encroachments, or restrictions that would adversely affect value. My valuation assumes no adverse impact from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.
Zoning	R-1C; Single-family Residential

Surrounding Land Uses Land uses surrounding the property are residential in nature with commercial uses along Alcorn Avenue west of the property.



Aerial Map



Flood Map



Tax Map

Forrest County Mississippi

Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date 12/15/2019
Tax Year 2019

OWNER EDWARDS JACOB
715 GREELY ST

HATTIESBURG MS 39401-0000

PARCEL ADDRESS 2-037D-14-158.00
715 GREELY STREET

PROPERTY DETAIL

ACRES : **NA**
LAND VALUE : 1200
IMPROVEMENTS : **NA**
TOTAL VALUE: 1200
ASSESSED : 180

TAX INFORMATION

YEAR 2019	TAX DUE	PAID	BALANCE
COUNTY	11.71	0.00	11.71
CITY	9.56	0.00	9.56
SCHOOL	11.54	0.00	11.54
TOTAL	32.81	0.00	32.81

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION

EXEMPT CODE HOMESTEAD CODE None TAX DISTRICT 1110 PPIN 022090 SECTION 14 TOWNSHIP 04N RANGE 13W Book 1190 Page 698	LEGAL LT 5 BLK 6 PREV #H0656-06-005 MCINNIS, MITCHELL, & LONGRE B 1190 P 698 12/08/2014
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[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
2018	STATE OF MISSISSIPPI	11/14/2019 EDWARDS JACOB
2017	KALE FARMS	5/30/2019 EDWARDS JACOB
2013	MID PROPERTIES LLC	8/ 5/2015 EDWARDS FELICIA
2012	PINE HILLS LAND COMPANY	8/26/2014 JACOB EDWARDS
2011	B & C FARM COMPANY	6/18/2014 SKL
2010	LONG LAND INVESTMENTS INC	11/13/2012 SKL INVESTMENTS

Property Appraiser's Record



Looking west along Alcorn Avenue from Greely Street



Looking north along Greely Street towards the property



View of the property from Greely Street



Southern boundary of the property



Additional view of the property from Greely Street



Looking south along Greely Street from the property



Looking east from the property



Looking north along Greely Street from the property

Highest and Best Use

According to the Dictionary of Real Estate Appraisal 5th Edition, highest and best use is defined as: The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible and that results in the highest value. The four criteria the highest and best use must meet are physically possible, legally permissible, financially feasible and maximally productive. Alternatively, the probable use of land or improved property - specific with respect to user and timing of the use -that is adequately supported and results in the highest present value.

When a site is improved, we must recognize that the highest and best use may differ from the existing use; however, the existing use will continue, unless and until, land value (at its highest and best use) exceeds the total value of the property in its present use. The definition of highest and best use recognizes the contribution of a specific use to the community or to individual property owners.

The determination of highest and best use results from the appraiser's judgment and analytical skill; i.e., determination of highest and best use is an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use is the premise upon which value is based. In the context of investment value, "most profitable use" is another alternative term but the degree of risk must be considered.

The highest and best use concept requires an analysis of the subject as if it were vacant and also as improved to determine if the land is more valuable as vacant than the property as improved. There are four criteria that must be met. The highest and best use must be 1) physically possible; 2) legally permissible; 3) financially feasible; and, 4) maximally productive. These criteria are generally considered sequentially and the analysis may indicate more than one use.

Physically Possible

The first constraint on the possible use of the property is dictated by the physical aspects of the site. The size and location of the parcels are the most important determinants of value. In general, the larger the site, the greater the potential to achieve economies of scale and flexibility in development. The site contains approximately 4,500 square feet of fairly level land and is located along Greely Street, in the McInnis, Mitchell, and Longre Subdivision.

The size and physical configuration of the property would limit a wide variety of uses which a tract of this size could accommodate. Multi-family/apartment development, commercial uses, industrial and warehouse uses can be eliminated.

Legally Permissible

The property is zoned R-1C; Single-family Residential. Therefore, all other uses would not be permitted due to the current zoning.

Financially Feasible/Maximally Productive

Those uses which are financially feasible and that use which is maximally productive are generally closely related. Any use that results in a net return to the land after satisfying the return to the improvements is considered to be financially feasible; however, that use which returns the maximum dollars to the land is considered the use which is maximally productive.

Due to the size of the lot and its location in a residential neighborhood, any form of single-family residential use would be feasible. The adjacent properties are vacant land parcels and residential uses. The most likely of these uses would be for single-family residential use.

As If Vacant

Due to its location and size, the highest and best use as vacant would be for a single-family residential use.

Appraisal Procedure

The main purpose of an appraisal is to solve a problem of a specific property. The appraiser must define the problem, inspect the property, gather all pertinent data, analyze the findings to arrive at a solution, and then present all salient facts and conclusions in the form of an appraisal report.

Since characteristics of real property vary widely, the appraiser must proceed in a systematic fashion producing a thorough and accurate appraisal in an efficient manner.

During the past fifty years, a method of evaluating real estate, "The Appraisal Process", has evolved. The appraisal process involves three different approaches to value, when applicable.

The Cost Approach

In this approach, the appraiser first develops an opinion of value of the land as though vacant as of the date of appraisal. Next, the replacement or reproduction cost new of all improvements is determined. From this total, estimated depreciation is deducted. Depreciation is any loss in improvement value due to physical deterioration and/or functional or external obsolescence. The value of the land is then added to the depreciated replacement or reproduction cost to arrive at an indication of value for the property as a whole.

The Sales Comparison Approach

This is an appraisal technique in which the market value opinion is predicated upon prices paid in actual market transactions and current listings, the former fixing the lower limit of value (price) in a static or advancing market and the higher limit of value in a declining market, with the latter fixing the higher limit in any market. The Sales Comparison Approach is a process of correlation and analysis of similar, recently sold properties. The reliability of this technique is dependent upon: (1) the degree of comparability of each property with the property under appraisal; (2) the time of sale; (3) the verification of the sales data; and (4) the absence of unusual conditions affecting the sale.

The Income Approach

This is a technique in which the anticipated net income is processed to produce an indication of value. The reliability of this technique is dependent upon: (1) the reasonableness of the estimate of the anticipated net annual income; (2) the duration of the net annual income, usually the economic life of the building, when improved; (3) derivation of an appropriate capitalization (discount) rate; and (4) the method of conversion of income to capital.

The remaining step is the reconciliation of the value opinion arrived at in the different approaches to value. The appraiser must consider and re-evaluate all pertinent data in order to arrive at a final value opinion. Although each of the techniques produces an independent value, all three approaches are interrelated and integrated techniques, dependent upon operation of market forces.

In some cases, due to the availability (or unavailability) of pertinent market data, these approaches have varying degrees of applicability.

Applied Technique

In this instance, we have used one of the three traditional approaches to value, the Sales Comparison Approach. The Cost and Income Approaches are not typically used to estimate value for vacant land. The Sales Comparison Approach provided sales of similar properties as the subject in which to estimate Market Value.

Valuation

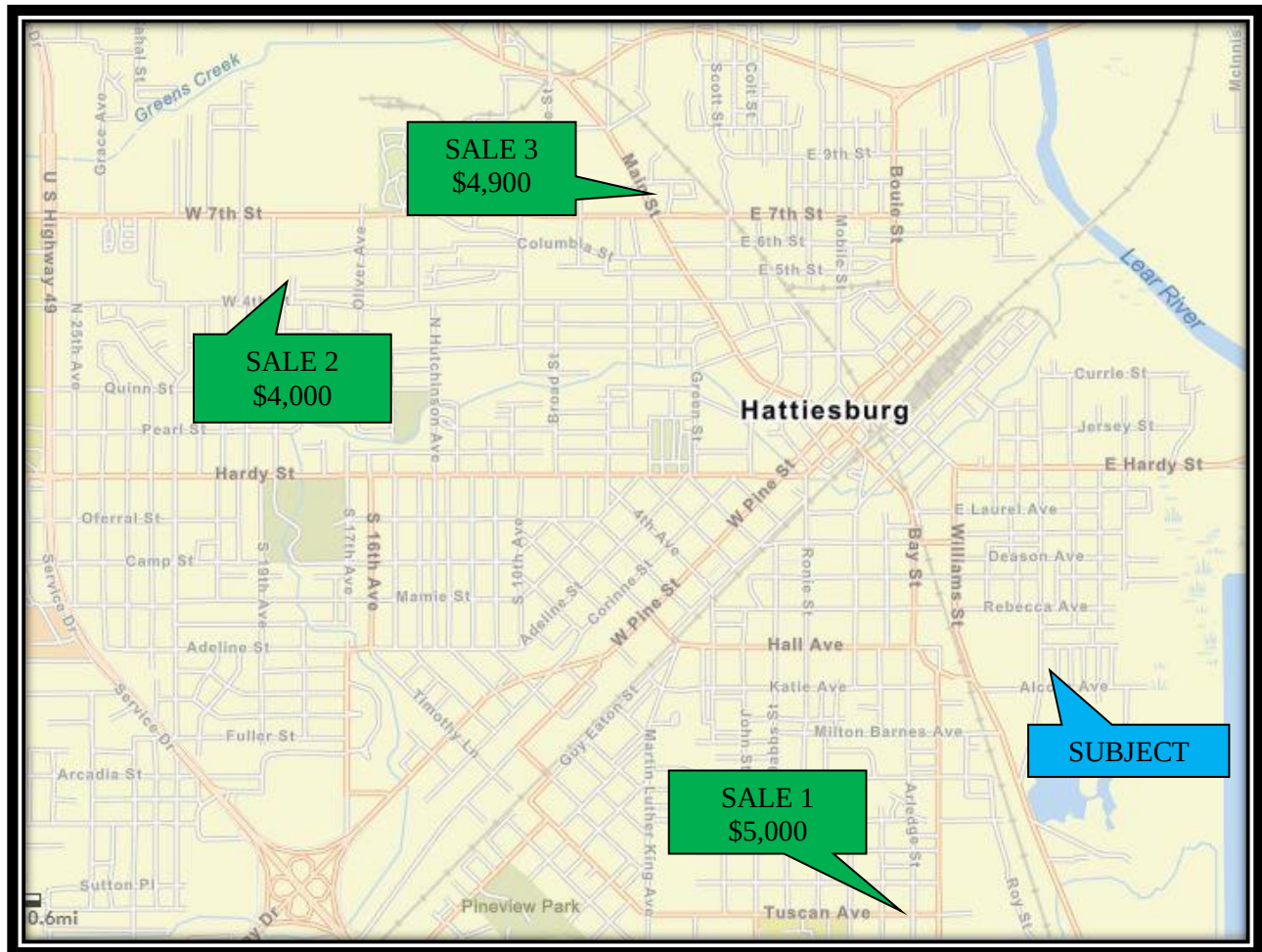
Sales Comparison Approach

The Sales Comparison Approach involves a detailed comparison of the subject property with similar properties which have recently sold in the same or competitive markets. This approach is based primarily on the Principle of Substitution which states, "When several commodities or services with substantially the same utility are available, the lower price attracts the greatest demand and widest distribution". In other words, a prudent investor/purchaser would not pay more to acquire a given property in the market when an alternative property may be purchased for less. The five basic steps in this analysis are listed below.

- Research the market to identify similar properties for which pertinent sales, listings, offerings and/or rental data is available;
- Qualify the data as to terms, motivating forces, or bona fide nature;
- Analyze the salient characteristics of the comparable properties in relation to the property under appraisal, particularly those items relating to date of sale, location, physical characteristics, and conditions of sale;
- Consider all dissimilarities and the probable effect on the price of each sale property, and derive individual market value indications for the property being appraised;
- Formulate an opinion of market value from the pattern developed from the foregoing analysis.

Direct Sales Comparison is a valuation technique in which a value opinion is predicated on prices paid in actual market transactions. In this process, comparison is made between properties having a satisfactory degree of similarity to the subject. We have presented transactions involving similar residential land parcels on the following pages, with an adjustment grid following.

Land Sales Map



Land Sales Summary and Adjustment Grid				
	Subject	Comp 1	Comp 2	Comp 3
Location:	715 Greely Street	708 Tuscan Avenue	Lot 8 Presley Drive	1315 N Main Street
City:	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg
O.R. Book/Page:	1190/698	1321/026	1324/090	1270/035
Seller:	Pine Hills Land Co.	Curtis C. Roberts	First Southern Bank	Oonagh C. Nechodom
Buyer:	Jacob Edwards	William Carey University	Lara Properties, LLC	Gordon M. Lackey, Jr.
Date of Sale:	12/8/2014	September-19	October-19	January-18
Sale Price:	N/A	\$5,000	\$4,000	\$4,900
Verification:		MLS# 118566	MLS # 111550	MLS # 109999
Site Size (Acres):	50'x90' ; 0.10 Acres	90'x150' ; 0.31 Acres	40'x75' ; 0.07 Acres	80'x208' ; 0.38 Acres
Unadjusted Price/Lot:		\$5,000	\$4,000	\$4,900
Adjustments				
Rights Transferred:		Fee simple	Fee simple	Fee simple
Financial Considerations:		Market	Market	Market
Conditions of Sale:		Arm's Length	Arm's Length	Arm's Length
Market Conditions - Time:		Stable	Stable	Stable
Time Adj. Cash Equiv. Price/Lot:		\$5,000	\$4,000	\$4,900
Location:	715 Greely Street	Superior	Superior	Superior
Site Size (Gross Acres):	50'x90' ; 0.10 Acres	- \$500 90'x150' ; 0.31 Acres	- \$800 40'x75' ; 0.07 Acres	- \$490 80'x208' ; 0.38 Acres
Access:	Paved	Similar	Similar	Similar
Topography:	Cleared	Similar	Similar	Similar
Flood:	100%; Zone AE	None; Zone X -\$2,500	None; Zone X -\$2,000	None; Zone X -\$2,450
Zoning:	R-1C	Similar	Similar	Similar
Utilities:	All City	Similar	Similar	Similar
Net Adjustments:		-\$3,000	-\$2,800	-\$2,940
Adjusted Price/Lot:		\$2,000	\$1,200	\$1,960

Reconciliation and Final Value Conclusions

This is an appraisal technique in which the market value opinion is predicated upon prices paid in actual market transactions and current listings, the former fixing the lower limit of value (price) in a static or advancing market and the higher limit of value in a declining market, with the latter fixing the higher limit in any market. The Sales Comparison Approach is a process of correlation and analysis of similar, recently sold properties. The reliability of this technique is dependent upon: (1) the degree of comparability of each property with the property under appraisal; (2) the time of sale; (3) the verification of the sales data; and (4) the absence of unusual conditions affecting the sale.

We were able to find sales that were consistent with the property grade of the subject located in a competing submarket. We were able to verify the information for all the sales used and gleaned relevant information from both the principals involved as well as market professionals. We feel the transactions that we used give a good indication of the subject via the Sales Comparison Approach.

The property is located along Greely Street, less than a mile east of Edwards Street and about a mile south of East Hardy Street. Greely Street is a two-lane residential corridor connecting the Alcorn Street to Hall Avenue. The neighborhood suffered significant damage from an EF3 tornado in 2017. The sales are similar residential lots located in close proximity to the subject. The sales have a range of unit values from \$4,000 to \$5,000 per lot, prior to adjustments. The sales were adjusted for a variety of characteristics. The property is in a rural location. Sale 1 is located adjacent to William Carey University, Sale 2 is located in a residential development near Hattiesburg High School, and Sale 3 is located on N. Main Street. The sales were considered superior in location and downward adjustments were made. The subject is located in a designated flood zone; identified as Zone AE. All of the sales are located outside of designated flood zone areas and a downward adjustment to the sales was made. After adjustments, the sales had a range in values from \$1,200 - \$2,000.

In addition, there are three residential lots current for sale located adjacent to the subject property on Greely Street. The lots are approximately 50'x80' with a current asking price of \$750/lot, plus back taxes.

Due to the location, size, and flood area, I adopted value at the bottom of the range or \$1,200 for the site as vacant. Finally, the subject has been cleared and preliminary site work completed with a dirt building pad on site. The property owner estimated a site work cost of \$500-\$700. A lump sum adjustment of \$600 was applied to the adopted value of \$1,200, resulting in an overall value \$1,800.

Considering all factors, I have adopted a market value of \$1,800 for the subject property as of December 12th, 2019:

"As Is" Market Value Conclusions	
Sales Comparison Approach	\$1,800
Final Value Conclusion	\$1,800

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- ✔ The statements of fact contained in this report are true and correct.
- ✔ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- ✔ I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- ✔ I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- ✔ Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- ✔ The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- ✔ Compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- ✔ My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice, 2015-2016 Edition*.
- ✔ Zachary Fairley has made a personal inspection of the property that is the subject of this report.
- ✔ No one provided significant real property appraisal assistance to the persons signing this certification.
- ✔ My analyses, opinions, and conclusions have been developed, and this report has been prepared, in compliance with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of The Appraisal Foundation, and in accordance with the appraisal-related mandates within Title XI of the Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA). This report was also prepared in conformance with the State of Mississippi Standards for Certified General Real Estate Appraisers.
- ✔ I have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.
- ✔ It is my opinion that the subject does not include any enhancement in value as a result of any natural, cultural, recreational or scientific influences retrospective or prospective.
- ✔ I have extensive experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.

- ✔ The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- ✔ The Appraisal Institute conducts a program of continuing education for its designated members and members are awarded periodic educational certification. Zachary Fairley is currently certified under the mandatory continuing education program of the Appraisal Institute.
- ✔ I have not relied on the work of others if we have a reasonable doubt that the work is credible.
- ✔ I have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

The market value of the property described herein, as of December 12, 2019, is certified to be the following:

"As Is" Market Value

\$1,800

One Thousand Eight Hundred Dollars

Certified by,



Zachary H. Fairley
State Licensed Real Estate Appraiser, #LA-1868

ASSUMPTIONS

1. This is an appraisal report presented in an Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. It is understood between the parties that the scope of the assignment is limited and we relied on information obtained from the public records of Forrest County, published data sources and discussions with market professionals such as investors and brokers relative to County, published data sources and discussions with market professionals such as investors and brokers relative to the subject's income performance and physical composition. Zac Fairley Appraisals is not responsible for unauthorized use of this report.
2. Unless otherwise specifically noted in the body of the report, it is assumed that title to the property or properties which are identified as the subject of the report, are clear and marketable and there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. Zac Fairley Appraisals, LLC has not examined title and makes no representations relative to the condition thereof.
3. Unless otherwise specifically noted in the body of the report, the legal description furnished is assumed to be correct. Any abbreviations or discrepancies relative to the legal would be identified.
4. It is assumed that surveys and/or plats furnished to, or acquired by, the appraiser and used in the making of this report are correct. Zac Fairley Appraisals, LLC has not made a land survey or caused one to be made unless identified in the report and therefore, assumes no responsibility for accuracy of same.
5. It is assumed any improvements have been, or will be, constructed according to approved architectural plans and specifications in conformance with recommendations contained in or based on any soil report(s). Unless otherwise noted, Zac Fairley Appraisals, LLC has not retained independent engineer(s) or architect(s) in connection with the report and therefore, makes no representations relative to conformance with approved architectural plans, specifications, or recommendations contained in or based on any soil(s) report.
6. It is assumed that all factual data furnished by the client, property owner, owner's representative, or persons designated by the client or owner are accurate and correct unless otherwise specifically noted in the report. I do not guarantee the correctness of such data, although as far as is reasonably possible, the data has been checked and is believed to be correct. Information and data referred to in this paragraph may include but is not limited to information relative to the subject of the report regarding numerical street addresses, lot and block numbers, assessors parcel numbers, land dimensions, square footage area of land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, budgets, historic operating expenses, and related data. Information obtained regarding demographics, comparable verification, and data of a general sense is assumed factual as confirmed and the source(s) reliable. Any material error in the gathered data could have substantial impact on the conclusions reported; as a result, Zac Fairley Appraisals, LLC reserves a right to amend conclusions reported if made aware of such an error.
7. Unless otherwise noted in the body of the report, it is assumed that there are no mineral or sub-surface rights of value involved in the report and there are no other development rights of value that may be transferred. Subsurface rights, minerals and oils, were not considered in making this report unless otherwise stated.
8. Any riparian and/or littoral rights identified by survey or plat are assumed to go with the property unless easements and/or deeds of record were found by the appraiser to the contrary.
9. It is assumed that there is full compliance with all federal, state, and local environmental regulations and laws, unless non-compliance is stated, defined, and considered in the report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless the non-conformity has been stated, defined, and considered in the report. Unless otherwise noted, it is assumed that no changes in the present zoning ordinances or regulations governing use, density, or shape, are being considered.
11. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization has been, or can be, obtained or renewed for any use on which the value estimate contained in the report is based.
12. Unless otherwise stated in the report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated ground water, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated upon the assumption that there is no such material on or in the property that would cause loss in value or affect its marketability. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field if desired.

13. The soil of the area which is the subject of the report appears to be firm and solid. Unless otherwise stated, subsidence in the area is unknown or uncommon, but Zac Fairley Appraisals, LLC does not warrant against this condition and/or occurrence.
14. It is assumed that the utilization of the land and improvements is within the boundaries or property lines as described in the report, and there is no encroachment or trespass, unless noted.
15. The date of value of which the opinions in the report apply is set forth in the body of the report. Zac Fairley Appraisals, LLC assumes no responsibility for economic or physical factors occurring at some later date which may affect the opinions stated in the report.
16. Unless specifically noted in the body of this report, it is assumed that the property or properties described are structurally sound, seismically safe, and that all building systems (mechanical, electrical, HVAC, elevator, plumbing, etc.) are, or will be upon completion, in good working order with no major deferred maintenance or repair required; that the roof and exterior are in good condition and free from intrusion from the elements; that the property or properties have been engineered in such a manner that it/they will withstand any known elements such as wind storm, flooding, or similar natural occurrences; and that the improvements as currently constituted conform to all applicable local, state, and federal building codes and ordinances. The appraisers are not engineers and are not competent to judge matters of an engineering nature, nor has Zac Fairley Appraisals, LLC retained independent structural, mechanical, electrical, or civil engineers in connection with the report. As such, Zac Fairley Appraisals, LLC makes no representations relative to the condition of the improvements. Unless otherwise noted in the report, no problems were brought to the attention of the appraiser by ownership or management. Unless otherwise noted, the appraiser inspected less than 100% of the entire interior and exterior portions of the improvements. If questions regarding engineering studies are critical to the decision process of the reader, the advice of competent engineering consultants should be obtained and relied upon. If engineers and consultants retained should report negative factors of a material nature or if such are later discussed relative to the condition of the improvements, such information could have a substantial negative impact on the conclusions reported. Accordingly, if negative findings are reported by engineering consultants, Zac Fairley Appraisals, LLC reserves the right to amend the report conclusions.
17. Unless otherwise specifically noted, this report is not being prepared for use in conjunction with litigation. Accordingly, no rights to expert testimony, pretrial or other conferences, disposition, or related services are included in this appraisal. If as a result of this undertaking, Zac Fairley Appraisals, LLC or any its officers, professionals, and/or consultants are requested or required to provide any of the foregoing services, such shall be subject to the availability of Zac Fairley Appraisals, LLC's professionals or consultants at the time and shall further be subject to the party or parties requesting or requiring such services paying the then applicable professional fees and expenses.
18. Neither all nor any of the contents of the report shall be conveyed to the public through advertising, public relations, news, sales or other media without written consent and approval of Zac Fairley Appraisals, LLC particularly as to the valuation conclusions, the identity of the professionals or firm, or any reference to the Appraisal Institute, the MAI designation, or certification by the State of Mississippi. Exempt from restrictions relative to the transmittal of this report to third parties is duplication for internal use of the client-addressee and/or transmission to attorneys, accountants, or advisors of the client-addressee. Also exempt from this restriction is transmission of the report to any court, governmental authority, or regulatory agency having jurisdiction over the party/parties for whom the report was prepared, providing that the report and/or its contents shall not be published, in whole or in part in any public document without the express written consent of Zac Fairley Appraisals, LLC or its principals, which consent Zac Fairley Appraisals, LLC reserves the right to deny. The report should not be advertised to the public or otherwise used to induce a third party to purchase the property. Any third party not covered by the exemptions herein who may possess this report is advised that he should rely on his own independently secured advice for any decision in conjunction with the property. Zac Fairley Appraisals, LLC, its professionals and/or principals, shall have no accountability or responsibility to any such third party.
19. Unless specifically set forth in the body of the report, nothing contained therein shall be construed to represent any direct or indirect recommendation to buy, sell, or hold the property(ies) at the value(s), or development scenario as stated. Such decisions involve substantial investment strategy and must be specifically addressed in consultation form.
20. The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other report and are invalid if so used.
21. The forecasts, projections, and/or operating estimates contained herein are based on current market conditions, anticipated (though recognizably short term) supply and demand factors, and a continued stable economy, unless otherwise stated. Any forecasts are therefore subject to changes in future conditions.
22. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. Zac Fairley Appraisals, LLC has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since Zac Fairley Appraisals, LLC has no direct

evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

23. **Insurable value is not provided in this report. Taking the difference between our reported Market Value and estimated land value is not an appropriate method for estimating replacement cost of improvements for insurance coverage purposes. We recommend a proper insurance representative to estimate an appropriate coverage for the subject property.** Insurable value has two definitions per Marshall and Swift LP. 1. The value of an asset or asset group that is covered by an insurance policy. It can be estimated by deducting costs of non-insurable items (e.g., land value) from Market Value. 2. Value used by insurance companies as the basis for insurance. Often considered to be replacement or reproduction cost plus allowances for debris removal or demolition less deterioration and non-insurable items. Sometimes cash value or Market Value, but often entirely a cost concept.

Special Assumptions

None

Definitions

Appraisal

(noun) The act or process of developing an opinion of value; an opinion of value. (adjective) of or pertaining to appraising and related functions such as appraisal practice or appraisal services.

Comment: an appraisal must be numerically expressed as a specific amount, as a range of numbers, or as a relationship (e.g., not more than, not less than) to a previous value opinion or numerical benchmark (e.g., assessed value, collateral value).

Assignment

A valuation service that is provided by an appraiser as a consequence of an agreement with the client.

Assignment Conditions

Assumptions, extraordinary assumptions, hypothetical conditions, laws and regulations, jurisdictional exceptions, and other conditions that affect the scope of work.

Comment: Laws include constitutions, legislative and court-made law, administrative rules, and ordinances. Regulations include rules or orders, having legal force, issued by an administrative agency.

Client

The party or parties who engage, by employment or contract, an appraiser and a specific assignment.

Comment: client may be an individual, group or entity, and may engage and communicate with the appraiser directly or through an agent.

Exposure Time

The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Extraordinary Assumption

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.

Hypothetical Condition

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

Intended Use

The use(s) of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment.

Intended User

The client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser, based on communication with the client at the time of the assignment.

Jurisdictional Exception

An assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP.

Marketing Time

The reasonable marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value or at a benchmark price during the period immediately after the effective date of an appraisal.

¹USPAP 2018-2019

Market Value²

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

² Definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.



Zac Fairley <zfairpraiser@gmail.com>

Ann Jones-City of Hattiesburg

2 messages

Jones, Ann <annjones@hattiesburgms.com>
To: "zfairpraiser@gmail.com" <zfairpraiser@gmail.com>

Thu, Dec 12, 2019 at 8:28 AM

Zac

It was nice to speak with you this morning. Thank for being willing to look at this on such short notice. Listed below are the PPIN numbers that we need to get appraisals. Our hope is to simply swap the parcels as it appears they are very similar. If it looks like the project will take longer than early Wednesday of next week please let me know.

PPIN 15186 Dewey/Coit Street

PPIN 22090 Greely Street

Again thank for being willing to work with us on this project.

Ann Jones

Chief Administrative Officer

City of Hattiesburg

601-545-4503 Office

601-297-8903 Cell

Zac Fairley <zfairpraiser@gmail.com>
To: "Jones, Ann" <annjones@hattiesburgms.com>

Thu, Dec 12, 2019 at 12:08 PM

Ann,

As we discussed, I can perform an appraisal on the above referenced parcels to meet your desired delivery date of Wednesday, December 18th at the agreed upon fee of \$550 per appraisal report. Attached is a copy of my CV. I will proceed with the appraisal process.

The contact numbers for Greg Weiler are as follows: Cell: 601-549-5060 / Office: 601-583-1006

I greatly appreciate the opportunity to satisfy your appraisal needs and look forward to doing business in the future. If you have any questions, please feel free to give me a call.

Regards,

Zac

[Quoted text hidden]

--

Zac Fairley

State Licensed Real Estate Appraiser, #LA-1868

This message is intended only for the use of the addressee(s) and may contain information that is PRIVILEGED and CONFIDENTIAL. If you are not the intended recipient(s), you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please erase all copies of the message and its attachments and notify us immediately.



W9.pdf
231K

Prepared By:
SKL Investments, Inc.
PO Box 7
Lauderdale, MS 39335
Phone: 601.679.7584

Return To:
SKL Investments, Inc.
PO Box 7
Lauderdale, MS 39335
Phone: 601.679.7584

Indexing: Section 14 Township 4N Range 13W
LT 5 BLK 6 MCINNIS MITCHELL & LONGRE

STATE OF MISSISSIPPI
COUNTY OF FORREST

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, cash in hand paid, the sufficiency of which is hereby acknowledged, the undersigned,

Pine Hills Land Co., Inc., a Mississippi Corporation
c/o SKL Investments, Inc.
PO Box 7 / 9581 Hwy 45 North
Lauderdale, MS 39335
601.679.7584

does hereby grant, bargain, sell, convey and quitclaim to

Jacob Edwards
715 Greely Street
Hattiesburg, MS 39401
601.520.7642

by Tax Sale and Tax Deed in and to that certain property lying and being situated in **Forrest** County, Mississippi, and more particularly described as follows, to-wit

Section 14 Township 4N Range 13W
LT 5 BLK 6 MCINNIS MITCHELL & LONGRE
Parcel: 2-037D-14-158.00 / PPIN: 22090

Inst. 727736
Bk 1190 Pg 0698

Grantor does hereby except and reserve, all interest if any in and to all oil, gas, lignite (including methane gas that is a by-product of lignite), coal, and other minerals owned by them in, on, and under said property. This conveyance made subject to all applicable restrictive covenants, easements and right-of-way that may have been previously reserved.

Grantor is conveying its interest in the **2009 Forrest County** property tax and tax deed. It is the intention of Grantor to convey whether correctly described or not the property conveyed Grantor by deed recorded **DB 1190 / PG 0027** of the records of the Chancery Clerk of **Forrest County, Mississippi**. Grantor conveys interest in the payment of the **2010 and 2011 Forrest County** property taxes. Grantee is responsible for all other taxes and/or fees due **Forrest County** or any other entity.

This assignment and conveyance is made without warranty of title, neither expressed nor implied, as to the status of the title to said property except that Grantor represents and warrants that it has taken no action which impairs the right, title, claim, and interest acquired in said lands through the foregoing described tax sale and tax deed. All legal/maps descriptions are based on County Tax Assessors records and Seller does not warrant the accuracy of legal/map description. Grantor conveys only such title as is vested in said company by virtue of said deed.

This instrument is executed and delivered by SKL Investments, Inc., a Mississippi corporation, as Pursuant Corporate Resolution dated 03/29/12

WITNESS my signature this the 8th day of December, 2014.

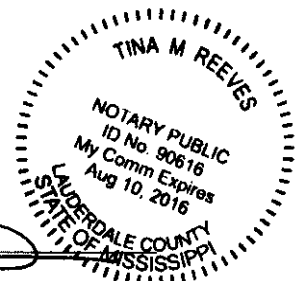

Pine Hills Land Co., Inc.
By: Susan L. Prisock
President of SKL INVESTMENTS, INC.
Pursuant to Corporate Resolution dated 03/29/12

STATE OF MISSISSIPPI
COUNTY OF LAUDERDALE

This day personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named **Susan L. Prisock, President of SKL Investments, Inc.**, who acknowledged to me that in such capacity she signed and delivered the foregoing Quit-Claim Deed for and on the behalf of **Pine Hills Land Company, Inc.**, having been first duly authorized so to do.

Given under my hand and seal on this the 8th day of December, A.D., 2014.


NOTARY PUBLIC



Inst. 727736
Bk 1190 Pg 0699

**MINUTES OF THE MEETING OF THE MEMBERS OF
PINE HILLS LAND COMPANY, INC.**

BE IT REMEMBERED that on this the 29 day of March, 2012, Roy Barnette, the President of Pine Hills Land Company, Inc., held the annual meeting of Pine Hills Land Company, Inc. at the corporations office located at 8293 Hwy 493 DeKalb, MS. A quorum being present, the following business and proceedings were done and had, to-wit:

There came on for discussion allowing SKL Investments, Inc. full power to execute any and all documents deemed necessary, singly or jointly and authorize said Company to assist in the operation and management of tax title business affairs and manage, sell and contract for the sale of tax lien matured properties

To sell, convey, hypothecate, pledge, quitclaim or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal or encumbrance, of real property which is owned by the above named parties which was acquired by tax liens which have matured, real, personal or otherwise whatsoever or in any custody, possession, interest, or right therein.

Accordingly, on motion made, and unanimously carried upon a vote being taken thereon the member(s) adopted the following Resolution:

allowing SKL Investments, Inc. full power to execute any and all documents deemed necessary, singly or jointly and authorize said Company to assist in the operation and management of tax title business affairs and manage, sell and contract for the sale of tax lien matured properties

To sell, convey, hypothecate, pledge, quitclaim or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal or encumbrance, of real property which is owned by the above named parties which was acquired by tax liens which have matured, real, personal or otherwise whatsoever or in any custody, possession, interest, or right therein.

BE IT RESOLVED that it is in the best interest of Pine Hills Land Company, Inc., and its member(s) to allow SKL Investments, Inc. to act on behalf of said Company.

This the 29 day of March, 2012.

By:

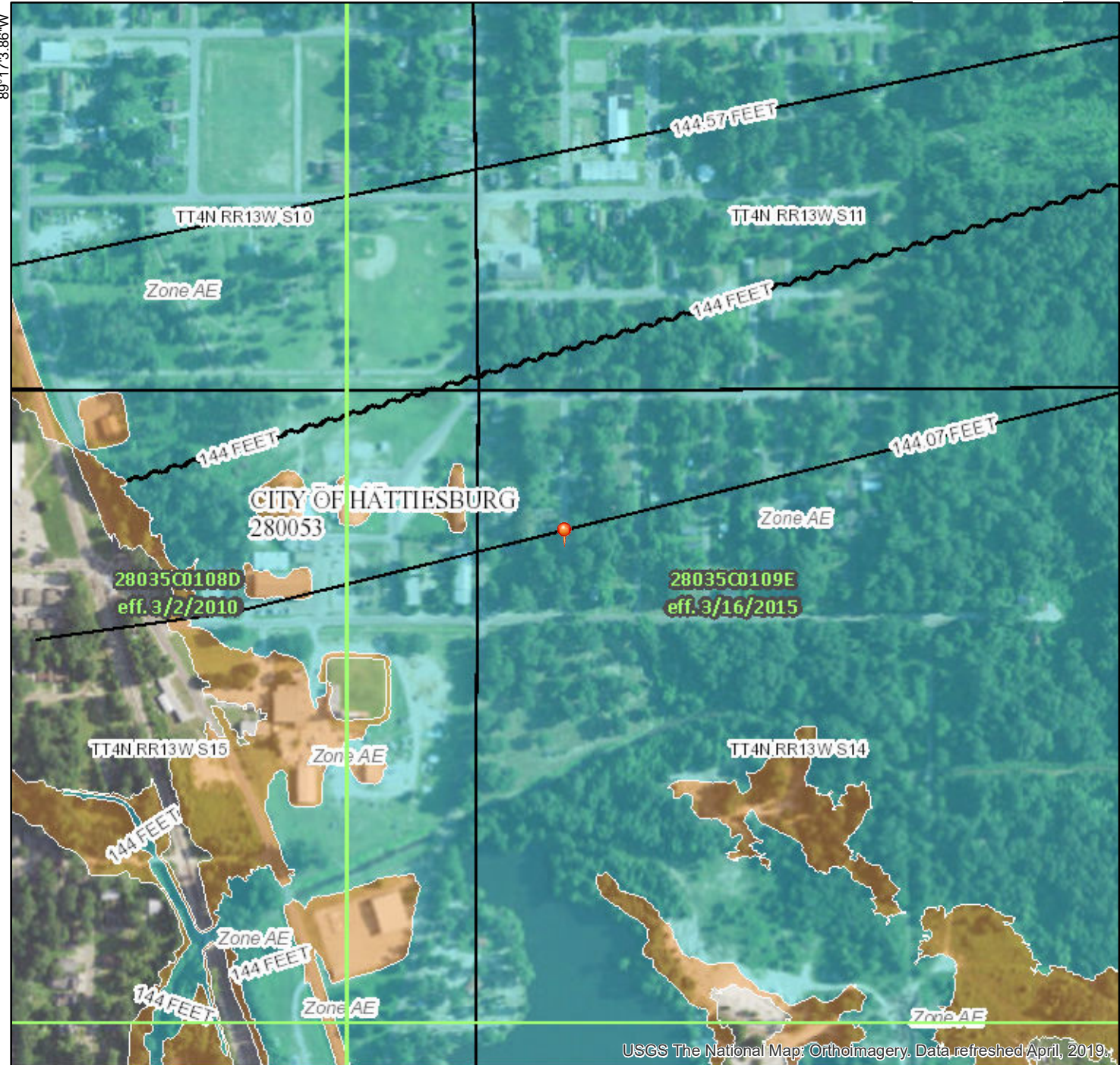

Roy Barnette, President

Inst. 727736
Bk 1190 Pg 0700

National Flood Hazard Layer FIRMette



31°19'14.49"N



USGS The National Map: Orthoimagery. Data refreshed April, 2019. 1:6,000

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 12/15/2019 at 2:46:40 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



U.S. Fish and Wildlife Service

National Wetlands Inventory

715 Greely Street



December 15, 2019

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

ADDENDA

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QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- ◆ Licensed Real Estate Appraiser in the State of Mississippi, #LA-1868
- ◆ Practicing Affiliate of the Appraisal Institute (#563759)

Related Job Experience

Collins and Null Appraisals, Inc. April 2007- October 2019

Real Estate Appraiser - Appraise all forms of real estate, including commercial, industrial, residential, rights-of-way, partial interest and timber land. Also includes preparation of documents for court proceedings, review of peer appraisals and expert witness testimony.

Academic Background

Petal High School- Petal, MS - (2003)

High School Diploma

Jones County Junior College - (2005)

Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)

Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013
General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013
Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014

ADDENDA

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Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014
Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019

ADDENDA

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State of Mississippi	
MISSISSIPPI REAL ESTATE APPRAISER	
LICENSING AND CERTIFICATION BOARD	
LICENSE # : LA-1868	STATUS: ACTIVE
ZACHARY H FAIRLEY	
HAS BEEN GRANTED A LICENSE AS A	
LICENSED APPRAISER	
Effective Date: 05/01/2018	Expiration Date: 04/30/2020
	
SIGNATURE OF LICENSEE	
Robert E. Praytor, Administrator	

P.O. Box 16658
Hattiesburg, MS 39404
Tax ID#45-4455154

Invoice

Date	Invoice #
12/17/2019	6619

Bill To
City of Hattiesburg 200 Forest ST Hattiesburg, MS 39403

Description	Amount
Services rendered Dewey/Coit Street PPIN#151586 Hattiesburg, MS CLient: Ann Jones	525.00
Total	\$525.00



APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

Dewey Street & Coit
Hattiesburg, MS 39401

for

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS
39403

as of

December 14, 2019

by

Becky Ladd
P. O. Box 16658
Hattiesburg, MS 39404

Ladd Appraisal Services, LLC

Ladd Appraisal Services, LLC
P. O. Box 16658
Hattiesburg, MS 39404
601-261-0343

December 17, 2019

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS
39403

Property -	Dewey Street & Coit
	Hattiesburg, MS 39401
Client -	City of Hattiesburg
File No. -	deweycoit
Case No. -	Intended User Only

Dear Ms. Jones:

In accordance with your request, I have prepared an appraisal of the real property located at Dewey Street & Coit, Hattiesburg, MS.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of December 14, 2019 is :

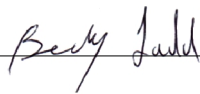
\$1,800

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Ladd Appraisal Services, LLC



Becky Ladd
MS License #LA-456

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

APPRAISER’S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
21. If this appraisal report was transmitted as an “electronic record” containing my “electronic signature,” as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER’S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- 1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
- 4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- 5. If this appraisal report was transmitted as an “electronic record” containing my “electronic signature,” as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature _____
Name Becky Ladd
Company Name Ladd Appraisal Services, LLC
Company Address P. O. Box 16658
Hattiesburg, MS 39404
Telephone Number 601-261-0343
Email Address beckyladdapprais@bellsouth.net
Date of Signature and Report December 17, 2019
Effective Date of Appraisal December 14, 2019
State Certification # _____
or State License # LA-456
or Other _____ State # _____
State MS
Expiration Date of Certification or License 11/30/2021

ADDRESS OF PROPERTY APPRAISED
Dewey Street & Coit
Hattiesburg, MS 39401
APPRAISED VALUE OF SUBJECT PROPERTY \$ 1,800
CLIENT
Name Ms. Ann Jones
Company Name City of Hattiesburg
Company Address 200 Forrest Street
Hattiesburg, MS 39403
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____

Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
- ☐ Did inspect exterior of subject property from street
Date of Inspection _____
- ☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
- ☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

ADDITIONAL COMPARABLES

Intended User City of Hattiesburg

Property Address Dewey Street & Coit

City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
------	-------------	--------	---------	-------	----	----------	-------

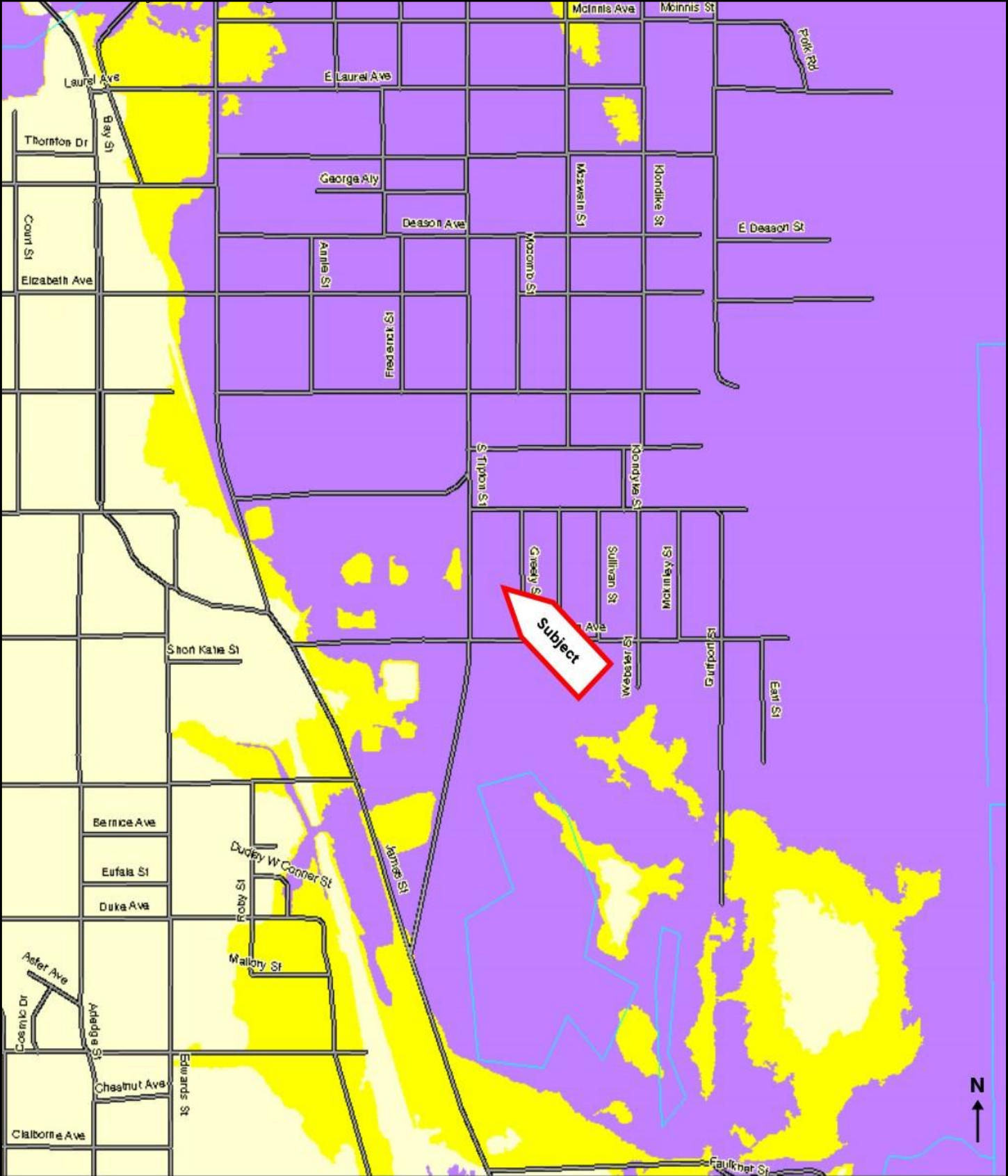
Client City of Hattiesburg

MARKET DATA ANALYSIS	ITEM	Subject Property	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
	Address	Dewey Street & Coit Hattiesburg, MS 39401	1504 East Hardy Street Hattiesburg, MS 39401					
	Proximity to Subj.		1.50 miles SE					
	Sales Price	\$ NA		\$ 1,000		\$		\$
	Price	\$		\$		\$		\$
	Data Source		MLS#84531					
	Date of Sale and Time Adjustment	DESCRIPTION NA	DESCRIPTION 02/01/2012	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment
	Location	Flood Zone/Urban	Flood Zone/Urban					
	Site/View	Street/Avg	Street/Avg					
	Site Area	8400 sq. ft.	8400 sf/Eq					
		Generally level	Similar					
	Sales or Financing Concessions							
	Net Adj. (Total)		☐ Plus ☐ Minus \$		☐ Plus ☐ Minus \$		☐ Plus ☐ Minus \$	
Indicated Value of Subject		Gross 0.0% Net 0.0% \$ 1,000		\$		\$		

Comments on Market Data Analysis

FLOOD MAP

Intended User	City of Hattiesburg				
Property Address	Dewey Street & Coit				
City	Hattiesburg	County	Forrest	State	MS
				Zip Code	39401
Client	City of Hattiesburg				



Flood Zones

	Areas inundated by 500-year flooding		Floodway areas
	Areas outside of the 100- and 500-year flood plains		Floodway areas with velocity hazard
	Areas inundated by 100-year flooding		Areas of undetermined but possible flood hazards
	Areas inundated by 100-year flooding with velocity hazard		Areas not mapped on any published FIRM

Flood Zone Determination

Latitude: 31.316451

Longitude: -89.279410

Community Name:
HATTIESBURG, CITY OF

Community: 280053

SFHA (Flood Zone): Yes

Within 250 ft. of multiple flood zones: Yes

Zone: AE

Panel: 0109E

FIPS Code: 28035

Map #: 28035C0109E

Panel Date: 03/16/2015

Census Tract: 5

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. No third party is authorized to use or rely on this Report for any purpose. THE SELLER OF THIS REPORT MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY OR COMPLETENESS OF THIS REPORT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The seller of this Report shall not have any liability to any third party for any use or misuse of this Report.

SITE PLAN

Intended User	City of Hattiesburg				
Property Address	Dewey Street & Coit				
City	Hattiesburg	County	Forrest	State	MS
				Zip Code	39401
Client	City of Hattiesburg				

12/17/2019

Print



Forrest County, MS

Forrest County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Forrest County Land Records GIS and is maintained for the internal use of the County. The County of Forrest and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Forrest County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.



Forrest County Tax Assessor/Collector
601 Main St
Hattiesburg, MS 39401
(601) 582-8228

PPIN:	15186
PARCEL_ID:	2-029B-03-237.00
OWNERNAME:	CITY OF HATTIESBURG
ADDRESS1:	% PEARLEE M WOODARD
ADDRESS2:	28602 E KALONG CIRC
CITY:	SOUTHFIELD
STATE:	MI
ZIP:	48034
SECTION:	03
TOWNSHIP:	04N
RANGE:	13W
LEGAL1:	LT 5 & 6 BLK 26 H I FERGUSON SUB OFMAYFLOWER PREV
LEGAL2:	#:H0220-06-002
LEGAL3:	
TAX_DIST:	1110
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	1680
CULT_VAL2:	0
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	1680
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	1680
EXEMPT_COD:	12
HOMESTEAD:	
DEED_BOOK:	
DEED_PAGE:	
DEED_DATE:	
SITUS_ADDR:	0

PHOTOGRAPH ADDENDUM

Intended User	City of Hattiesburg				
Property Address	Dewey Street & Coit				
City	Hattiesburg	County	Forrest	State	MS
				Zip Code	39401
Client	City of Hattiesburg				



FRONT VIEW OF
SUBJECT PROPERTY



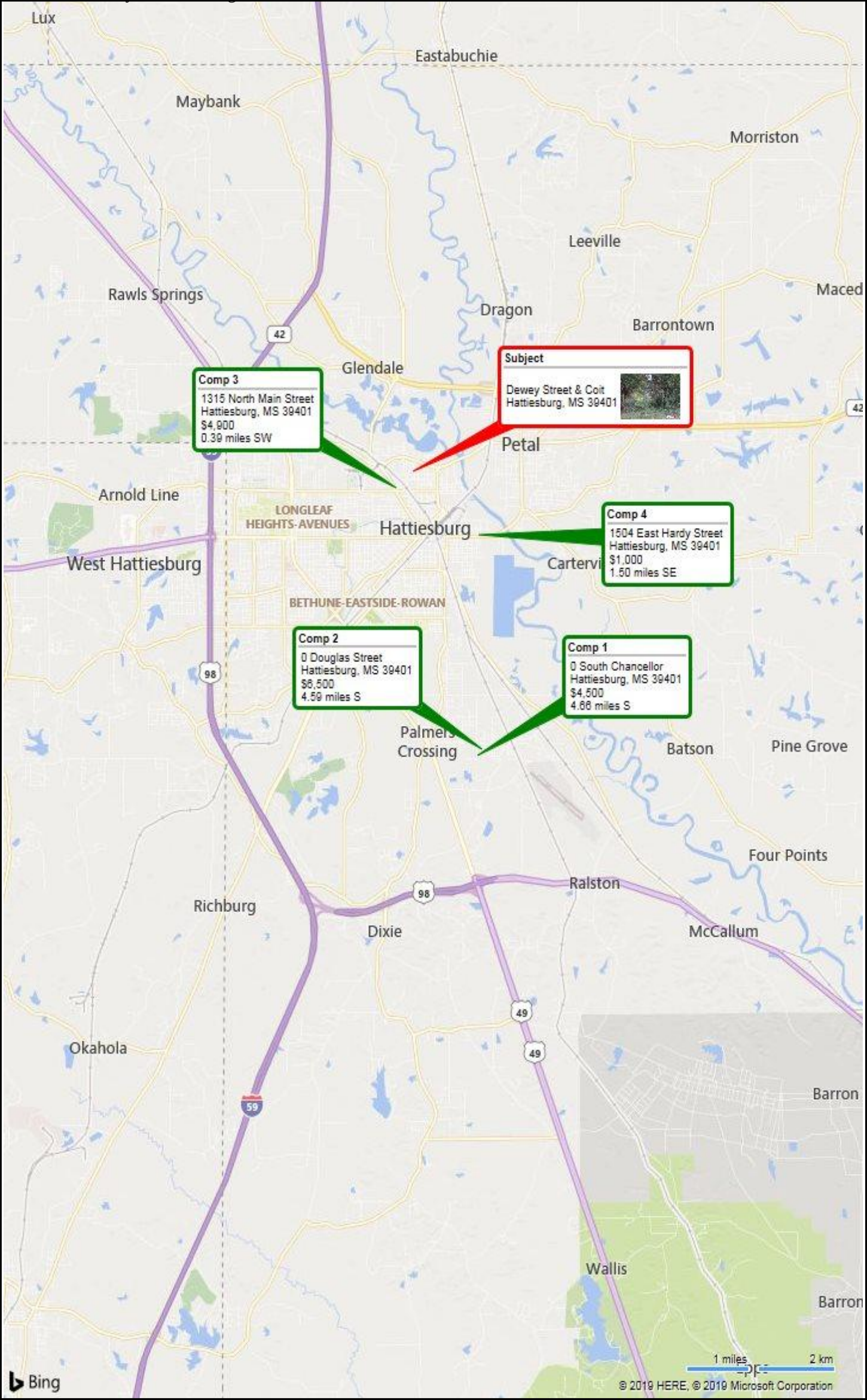
REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE OF
SUBJECT PROPERTY

Location Map

Intended User	City of Hattiesburg				
Property Address	Dewey Street & Coit				
City	Hattiesburg	County	Forrest	State	MS
				Zip Code	39401
Client	City of Hattiesburg				



State of Mississippi	
MISSISSIPPI REAL ESTATE APPRAISER LICENSING AND CERTIFICATION BOARD	
LICENSE # : LA-456	STATUS: ACTIVE
BECKY S LADD	
HAS BEEN GRANTED A LICENSE AS A LICENSED APPRAISER	
Effective Date: 12/01/2019	Expiration Date: 11/30/2021
<i>Becky S Ladd</i>	
SIGNATURE OF LICENSEE	
Robert E. Praytor, Administrator	

APPRAISAL REPORT

**Vacant Lot; (PPIN No. 15186)
Located along Dewey Street,
Hattiesburg, Forrest County, Mississippi 39401**



Prepared For:

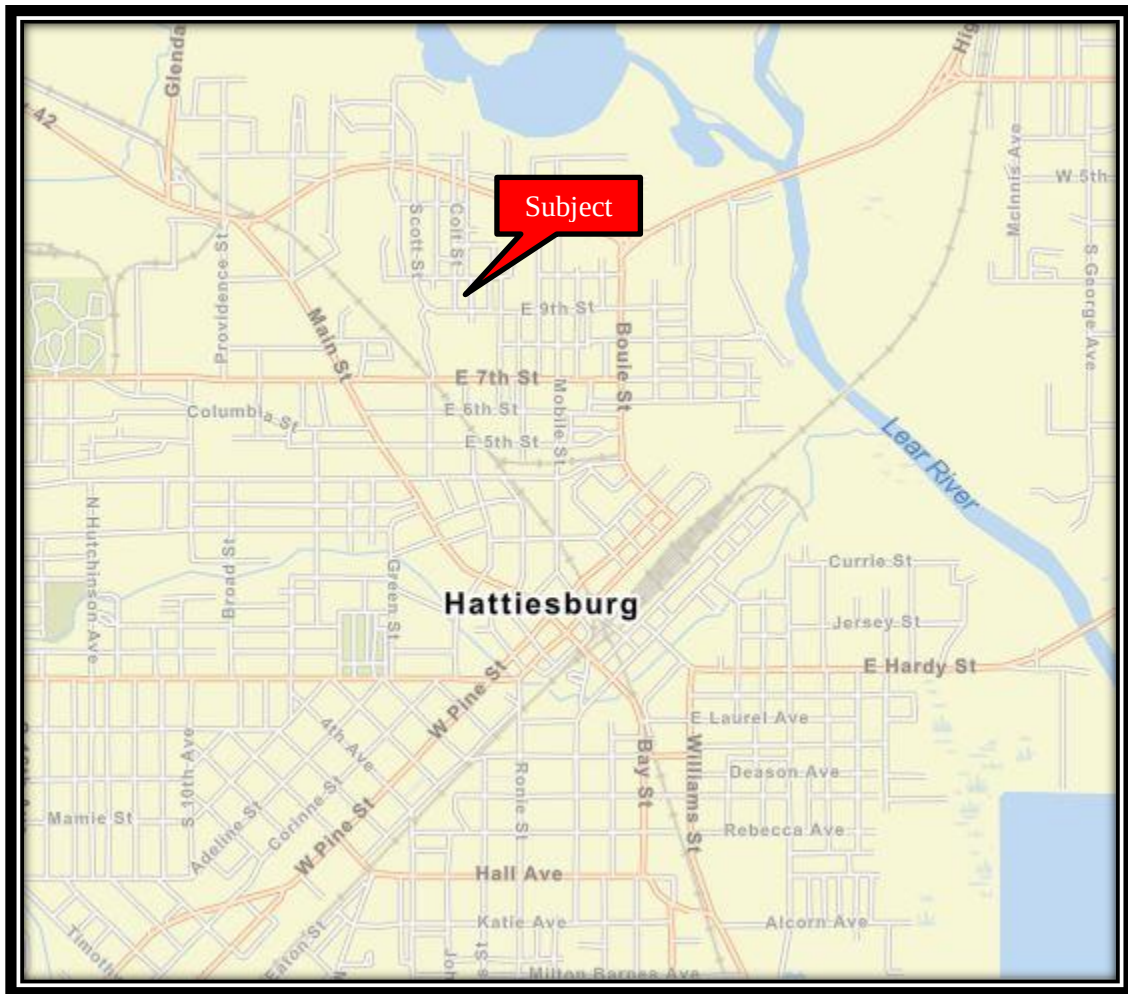
City of Hattiesburg

Requested By:

**Ms. Ann Jones,
Chief Administrative Officer**

As Of:

December 12th, 2019



LOCATION MAP

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ADDENDA

Subject Exhibits

Engagement Letter

Qualifications of Appraiser

City of Hattiesburg

December 17th, 2019

City of Hattiesburg
c/o Ms. Ann Jones,
Chief Administrative Officer

Re: Appraisal of a vacant parcel of land identified as PPIN No. 15186 located along Dewey Street,
Hattiesburg, Forrest County, Mississippi 39401

Dear Ms. Jones:

Thank you for the opportunity to provide appraisal services. Based on our agreement, I have performed an appraisal and reported our findings in this Appraisal Report. This report is intended to comply with the reporting requirements under Standards Rule 2.2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP 2018-2019 edition).

REAL ESTATE MARKET VALUE			
Appraisal Condition	Interest Appraised	Effective Date of Value	Market Value
"As Is"	Fee Simple Estate	December 12 th , 2019	\$2,000

The following report sets out my reasoning, methodology, and conclusions. It has been prepared in accordance with the appraisal standards and procedures as currently promulgated by the Appraisal Standards Board of the Appraisal Foundation (USPAP 2018-2019 Edition). The report is also prepared in accordance with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.

I strive to present the most timely market data with pertinent analytical methods reflective of current market participants. Nonetheless, we are receptive to suggestions of methodology, presentation or other concerns about this report. I appreciate this opportunity to provide service and look forward to providing appraisal or consulting services for the City of Hattiesburg in the future.

Respectfully submitted,



Zachary H. Fairley
State Licensed Real Estate Appraiser,
#LA-1868

Summary of Salient Facts and Conclusions	
Property Name	Vacant Land
Property Address	Dewey Street Hattiesburg, Forrest County, Mississippi 39401
Property Location	The property is located in the eastern portion of Hattiesburg. More specifically, the property is identified as Lots 5 & 6, Block 26, in the H.I. Ferguson Subdivision.
Property Tax Identification Number(s)	2-029B-03-237.00
Owner of Record	City of Hattiesburg
Date of the Report	December 17 th , 2019
Effective Date of the Appraisal	December 12 th , 2019
Property Rights Appraised	Fee Simple
Land Area	70' x 120' or 8,400 Square Feet, More or Less The site size was obtained from the Forrest County Tax Assessor's records, and considered to be accurate. A survey of the property was not provided. If a survey is provided indicating a different acreage, we reserve the right to alter our value.
Zoning Designation	R-1C; Single-family Residential
Highest and Best Use As Vacant	Single-family Residential
Estimated Exposure Time and Marketing Period	12-18 Months
Property Rights Appraised	Fee Simple
Current Use	Vacant Land
Market Value Conclusions	"As Is"
Sales Comparison Approach	\$2,000
Final Value Conclusion	\$2,000

Purpose of the Appraisal

The purpose of this appraisal is to develop an opinion of the market value as is of the fee simple interest in the property as of the effective appraisal date, December 12, 2019.

Intended Use/Client and Intended User(s)

The intended use of this report is for negotiating the potential purchase by the client and/or participants. It is our understanding that the client and intended user of the report is the City of Hattiesburg. The appraisal is not intended for any other use or user. The definition of market value relied upon is included before the Addenda.

Competency of the Appraisers

The appraisers' specific qualifications are included within this report. These qualifications serve as evidence of their competence for the completion of this appraisal assignment in compliance with the competency provision in USPAP. The appraisers' knowledge and experience, combined with their

professional qualifications, are commensurate with the complexity of this assignment. The appraiser has previously provided consultation and value opinion for properties similar to the subject in Hattiesburg, Mississippi and the regional area.

Interest Appraised

- **Fee Simple Interest** is absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Effective Date of Value

December 12th, 2019

Date of Report

December 17th, 2019

Scope of Work

Scope of work is the most critical decision an appraiser will make in performing an assignment. Solving an appraisal problem involves three steps:

1. Identifying the problem
2. Determining the solution (or scope of work)
3. Applying the solution

None of the three steps can be omitted, and each must be performed in order. To analyze the problem, the appraiser identifies seven key assignment elements: (1) client, (2) intended users in addition to the client, (3) intended use, (4) objective of the appraisal, or type of value and its definition, (5) effective date, (6) property characteristics that are relevant to the assignment such as the interest to be valued and physical and legal characteristics), and (7) assignment conditions such as hypothetical conditions, extraordinary assumptions, and other requirements. These elements provide the framework for the assignment and allow the appraiser to identify the problem to be solved.

The second step is to determine the scope of work to solve the problem. Scope of work encompasses all aspects of the valuation process, including which approaches to value will be used; how much data is to be gathered, from what sources, from which geographic area, and over what time period; the extent of the data verification process; and the extent of property inspection, if any. The scope of work decision is appropriate when it allows the appraiser to arrive at credible assignment results and is consistent with the expectations of similar clients and the work that would be performed by the appraiser's peers in a similar situation.

Source: *Appraisal of Real Estate 14th Edition*

Inspection

The subject property was inspected by Zac Fairley on December 12, 2019. The readily accessible areas of the site were walked by the appraiser. Photographs were taken to document this and will be available later in the report. The surrounding neighborhood and area was also inspected on this day as well.

I am not an engineer and not competent to judge matters of an engineering nature, nor have I retained independent structural, mechanical, electrical, or civil engineers in connection with the report. As such, I

make no representations relative to the condition of the improvements, if any exist. Unless otherwise noted in the report, no problems were brought to the attention of the appraiser by the client or property owner.

If questions regarding engineering studies are critical to the decision process of the reader, the advice of competent engineering consultants should be obtained and relied upon.

Data Research

The type and extent of my research and analysis is detailed in individual sections of the report. This includes the steps took to verify comparable sales, which are disclosed in the comparable sale profile sheets in the report. Although we make an effort to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Legal Description

A parcel of land identified as Lots 5 and 6, Block 26, in the H.I. Ferguson Subdivision, in Section 3, Township 4 North, Range 13 West, Forrest County, Mississippi. We have provided a copy of the legal description in the Site Description of this report.

Property History/Ownership

The property has been owned in excess of three years by the City of Hattiesburg. We are not aware of any conveyances in ownership in the last three years.

To the best of my knowledge, the property is not currently listed for sale nor is it under contract or option to purchase.

Taxes and Assessments

ASSESSMENT INFORMATION - Forrest COUNTY						
PPIN #	Land Size	Land Assessment		Improvement Assessment		Total Assessment
15186	70'x120'	\$1,680	100%	0	0%	\$0

TAX INFORMATION - Forrest COUNTY				
County	City	School	Total	Taxes Paid
\$0.00	\$0.00	\$0.00	Exempt	Exempt

Definition of Market Value¹

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

¹ Definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC and in the Interagency Appraisal and Evaluation Guidelines, dated December 2, 2010.

Marketing Time

The reasonable marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded Market Value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. In this instance, we have determined a 12-18 month marketing time for the subject.

Exposure Time

Reasonable exposure time is one of a series of conditions in most Market Value definitions. Exposure time is always presumed to precede the effective date of the appraisal.

Exposure time may be defined as follows: the length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at Market Value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Exposure time is different for various types of property and under various market conditions. It is noted that the overall concept of reasonable exposure encompasses not only adequate, sufficient, and reasonable time but also adequate, sufficient, and reasonable effort. This statement focuses on the time component.

The fact that exposure time is always presumed to occur prior to the effective date of the appraisal is substantiated by related facts in the appraisal process: supply/demand conditions as of the effective date of the appraisal; the use of current cost information; the analysis of historical sales information (sold after exposure and after completion of negotiations between the seller and buyer); and the analysis of future income expectancy projected from the effective date of the appraisal.

Source: Standards 6 (SMT-6) *Uniform Standards of Professional Appraisal Practice*, 2010-2011 Edition, published by the Appraisal Standards Board of the Appraisal Foundation

Exposure period can be based on statistical information about days on market; information gathered through sales verification and interviews of market participants. In this instance, we have determined a 12-18 month exposure time for the subject.

The Market Value of the property appraised in this report is determined as of the date shown in the Certification. Constantly changing economic conditions have varying effects upon real property values. Even after the passage of a relatively short period of time, property values may change substantially.

Extraordinary Assumption

An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

The definition of "extraordinary assumption" builds upon the definition of "assumption". Therefore, the first thing to acknowledge with regard to an extraordinary assumption is that we really believe an extraordinary assumption to be true. Second, we acknowledge that if we found that the extraordinary assumption was actually not true, then our value opinion could be impacted or changed as a result. This is what makes it extraordinary, because it is so relevant to our appraisal or value opinion. Therefore SR 2-1(a) requires that all extraordinary assumptions be disclosed, so that everyone knows that the value opinion depends upon the extraordinary assumption being true.

Hypothetical Condition

That which is contrary to what exists but is supposed for the purpose of analysis.

Extraordinary Assumptions Compared to Hypothetical Conditions

The best way to distinguish between an extraordinary assumption and a hypothetical condition is, if as of the date of value, the condition in question is known to be false; then it is a hypothetical condition. If, as of the date of value, the fact of the condition is unknown and it is reasonable to believe that the condition is true, then the condition is an extraordinary assumption.

Comment: Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

No extraordinary assumptions or hypothetical conditions were made part of this report.

Regional Description

AREA ANALYSIS

LOCATION:

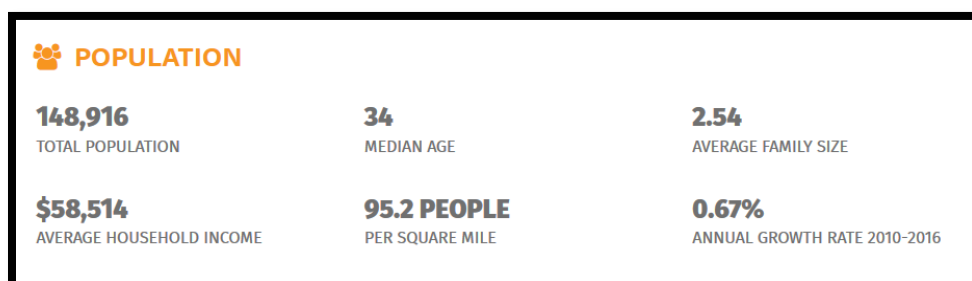
Hattiesburg is centrally located to several major markets, thus its nickname the “Hub City.” These markets include:

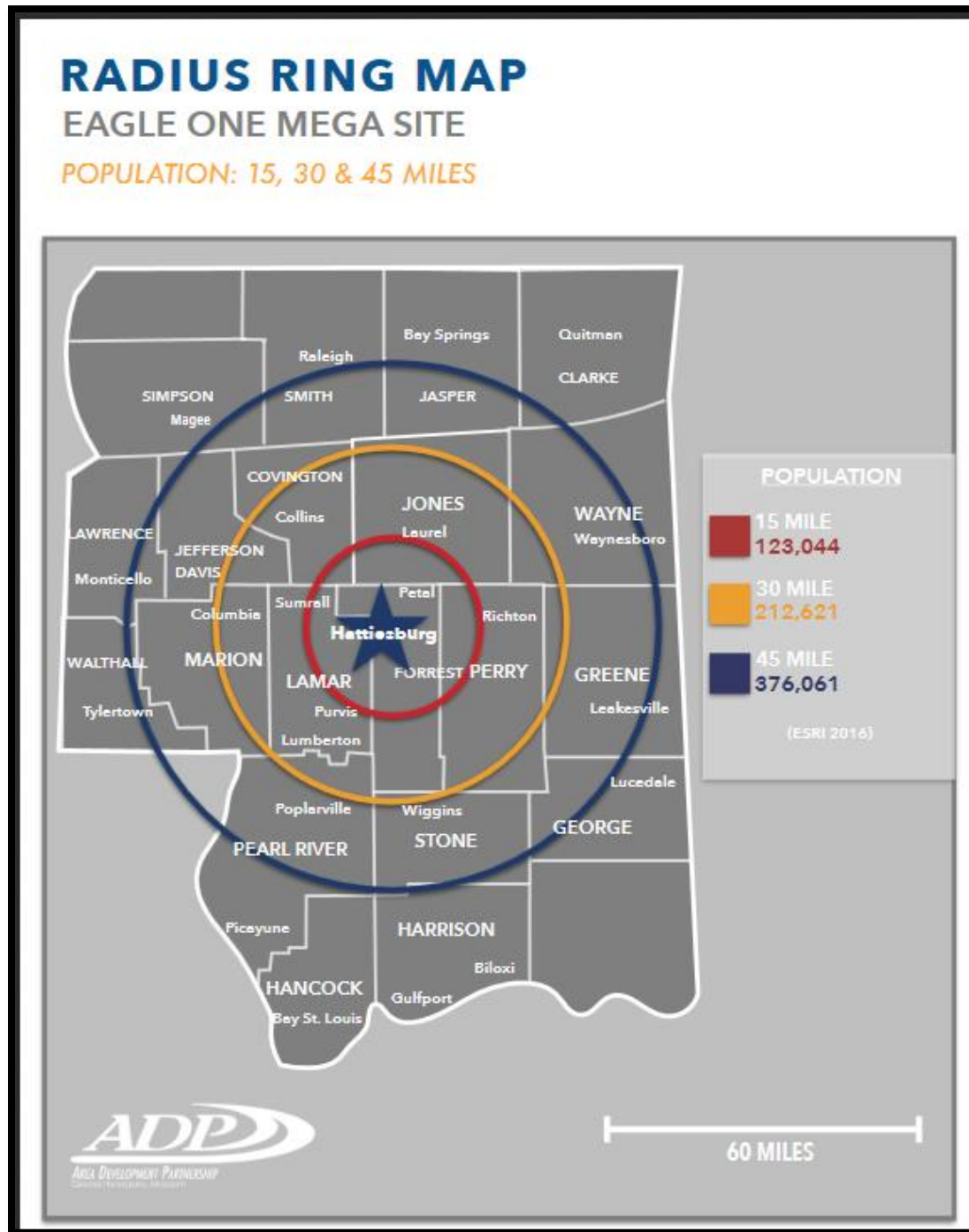


POPULATION:

The following statistics are available from the US Census Bureau. Historical population statistics for the area are summarized as follows:

The chart exhibits the trend in population for the region from 1990 to 2010(2006 for Forrester and Lamar Counties). The Hattiesburg MSA has seen above average growth since 1990.



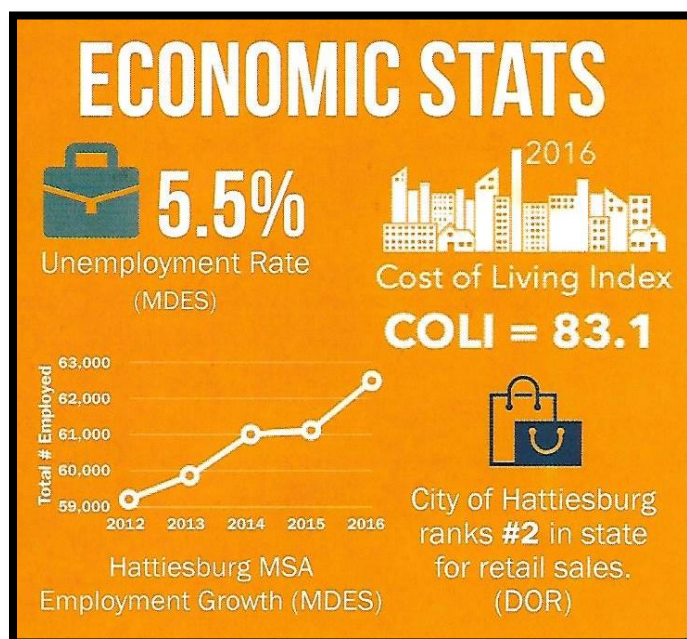


BUSINESS AND INDUSTRY:

There are approximately 92 manufacturing firms in the county, employing 5,300 workers. Hattiesburg has a fully-developed industrial park with 325 available spaces.

The agriculture income for the county averages \$20 million annually. Forestry is the county's largest agri-business, producing about \$8 million in sales. Tables of the largest manufactures and employers are shown below.

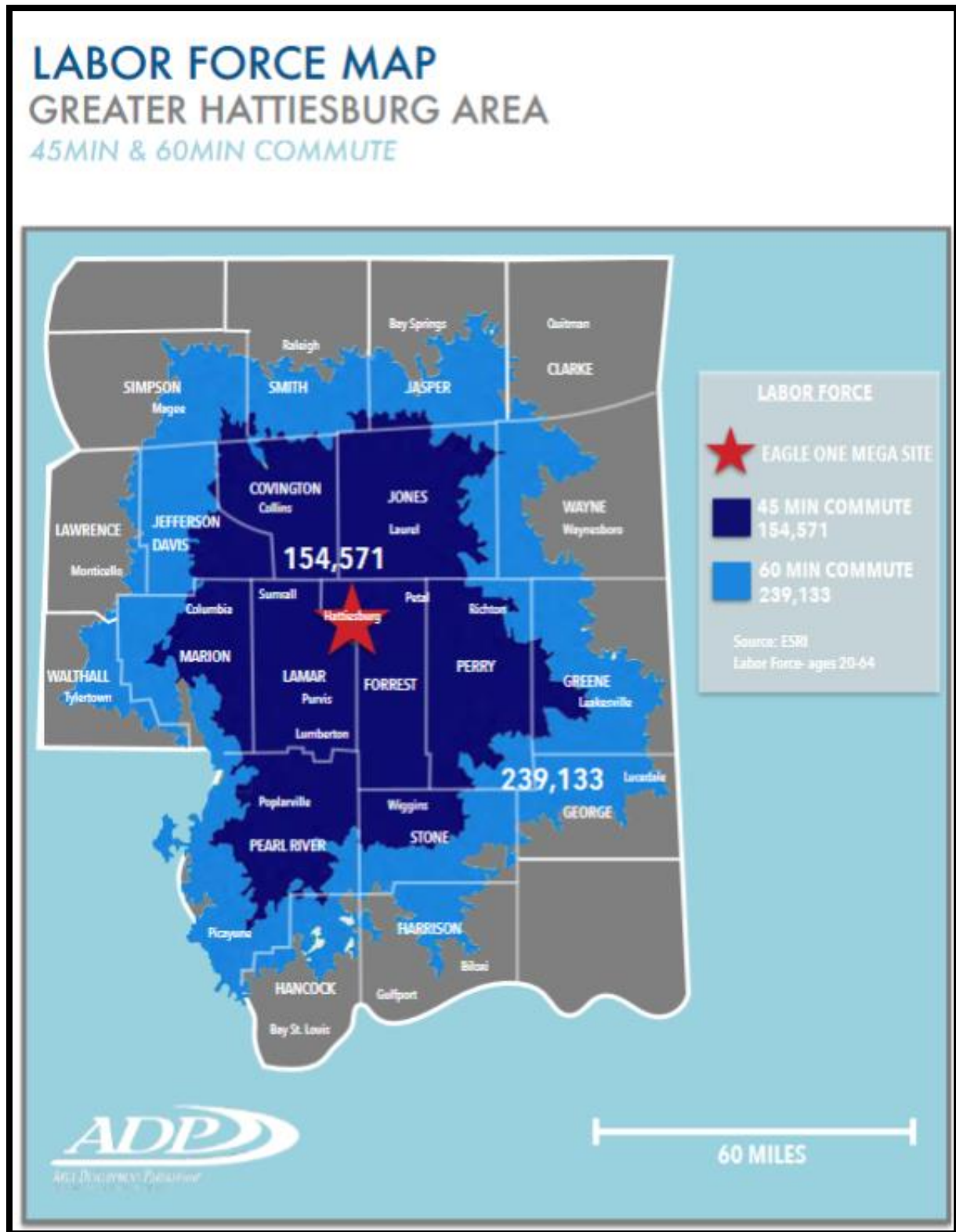
TOP EMPLOYERS		SERVICE EMPLOYERS	
MANUFACTURING/DISTRIBUTION EMPLOYERS			
EMPLOYER	# OF EMPLOYEES	EMPLOYER	# OF EMPLOYEES
Mar-jac Poultry	861	Forrest General Hospital	3151
Channel Control Merchants	688	University of Southern Mississippi	2300
Kohler Engines	400	Hattiesburg Clinic	2218
Georgia Pacific, Leaf River Cellulose	300	Camp Shelby	2200
Hood Industries – Beaumont	200	Lamar County School District	1300
Johnson Controls Company	200	Merit Health Wesley	1222
Mississippi Tank	192	General Dynamics Information Technology (GDIT)	1000+
Borden	175	Hattiesburg Public School	750
Select Product Group	148	City of Hattiesburg	717
Stion	125	Petal School District	535
Hattiesburg Coca-Cola	125	South Mississippi EPA	400
Resinall	115	William Carey University	370
Western Contalner	114	Regions Bank	329



ECONOMIC BASE

Hattiesburg, also known as the “Hub City,” is within 100 miles of the state capital, Jackson, as well as the Gulf Coast, New Orleans, LA, and Mobile, AL. The greater Hattiesburg area is the educational, retail, military, and medical center for more than a quarter of a million people throughout southeast Mississippi. Hattiesburg MSA is the site of numerous small and several large corporations. The largest employers in terms of total employment in Hattiesburg MSA are summarized in the chart below.





GROWTH

The ADP (Area Development Partnership) has recently secured options on a 2,222 acre mega-site. This large industrial site is the first of its kind in South Mississippi. The site has 2.8 miles of frontage along I-59 and 1.2 miles of frontage along Hwy 11. Hattiesburg has recently been named one of the 50 fastest growing metro areas in America. This new site provides for an increased growth in business development and employment.

SOUTH MISSISSIPPI'S PREMIER MEGA SITE

- Over **2200 acres** available for development
- Approximately **3 miles** of frontage on Interstate 59
- Over **1 mile** of frontage on U.S. Highway 11
- **All Technical Due Diligence** completed
- Conceptual plan shows **>8M sq. ft.** under roof
- Rail service provided by **Norfolk Southern**



DISTRICT AT MIDTOWN

Mixed Use Development under construction

\$34M

290 Jobs





ANNOUNCED PROJECTS

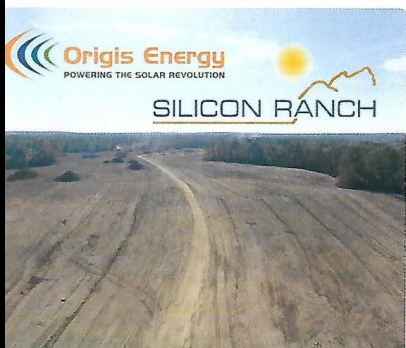
\$280+
Million
in capital investment



1,100+
full-time jobs



Investing **\$120M** &
creating **260 jobs**



\$200M
in green solar energy
under construction

ECONOMIC DEVELOPMENT

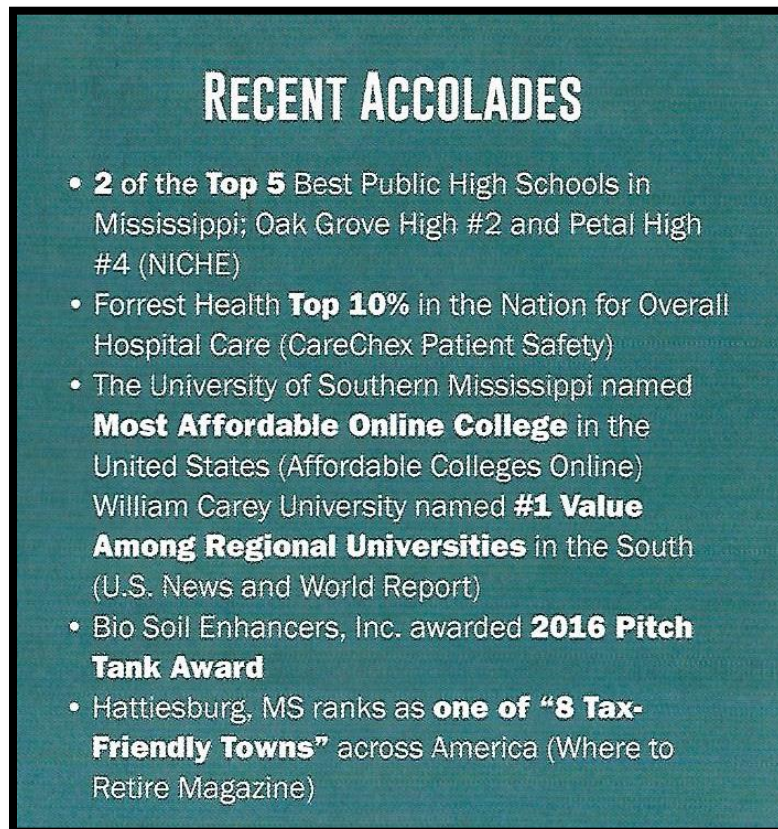
NEW AND EXPANDING BUSINESSES ANNOUNCED IN 2016

Company	Investment	Jobs
Mar-Jac Poultry	\$36,915,000.00	100
District at Midtown	\$34,000,000.00	290
Forrest General Hospital	\$34,000,000.00	151
The University of Southern Mississippi	\$26,800,000.00	
Camp Shelby	\$22,300,000.00	
The Met Apartments*	\$18,000,000.00	
SPG	\$15,000,000.00	25
Lone Star Gas*	\$13,000,000.00	
William Carey University	\$8,600,000.00	19
Enterprise Gas Products*	\$8,000,000.00	
Hattiesburg Clinic	\$7,873,000.00	58
Wis-Pak	\$5,200,000.00	
Johnson Controls	\$4,136,000.00	12
Kohler	\$3,903,865.00	
Channel Control Merchants	\$3,706,181.00	170
Green Bay Converting	\$3,551,910.29	
Magnolia State Bank	\$3,500,000.00	4
Planet Fitness*	\$3,361,598.00	
Cavender's Western Outfitter*	\$3,243,500.00	12
Eagle Flatts*	\$3,131,897.91	
Western Container Corp.	\$2,326,429.00	
Merit Health Wesley	\$2,300,000.00	45
Baker and Graham Dental Clinic	\$1,996,900.00	2
The Summit Shopping Center	\$1,800,000.00	
Southern Grand Theatres Hattiesburg 18*	\$1,600,000.00	
Lil' Butcher Shoppe	\$1,415,000.00	
Mississippi Tank Company	\$1,293,649.83	
Panera Bread	\$1,233,207.00	
The Shoppes at Park Crest*	\$1,230,000.00	
Zaxby's (Petal)*	\$1,227,000.00	
Hibatchi Express / Insomnia Cookies	\$1,100,000.00	20
Dandy Dan's (Smith Petroleum Co., Inc.)	\$1,015,278.00	
Zaxby's (Hattiesburg)*	\$1,006,718.00	
Weyerhaeuser	\$1,000,000.00	
Dollar General Store (Hattiesburg)*	\$822,100.00	
Up/Down Trampoline Park*	\$820,000.00	
Dollar General Store (Petal)*	\$700,000.00	
CycleBar	\$520,000.00	10
Oxiteno		15
SaviLinx		200
Total	\$281,629,234.03	1,133

*dollar amounts are from building permit figures only

EDUCATION:

The Hattiesburg area has 22 public schools. The Hattiesburg Area Education Foundation provides private funding and special programs to most of these schools to enhance the fundamental curriculum. The business community takes an active role in augmenting the school system through the Adopt-A-School program.



Hattiesburg is home to the University of Southern Mississippi with an enrollment of more than 12,000 students and William Carey College with an enrollment of about 2,000 students. U.S.M. has recently opened a new \$19 million Polymer Science Research Facility that is paralleled by no other in the United States. Jones County Junior College and Pearl River Community College are both within easy driving distance.

HIGHER EDUCATION









INSTITUTION	ENROLLMENT	ANNUAL GRADUATES
University of Southern Mississippi	13,115	3,351
William Carey University	4,415	1,180
Pearl River Community College	4,755	880
Jones County Junior College	4,592	1,071
TOTAL	26,627	6,482

GOVERNMENT:

Hattiesburg has a mayor/council type of government. Forrest County has a five-member board of supervisors.

COMMUNICATIONS:

Newspaper - *Hattiesburg American* (daily) and *Advertiser News* (weekly) is two papers serving Hattiesburg.
Radio Station - Hattiesburg has ten AM/FM stations.
Television - There are two local TV stations and one cable TV Company serving the Hattiesburg area.

**LAW ENFORCEMENT AND
EMERGENCY SERVICES:**

Hattiesburg has a force of 90 officers in the city and 33 in the county. The fire department includes 96 firefighters located at 7 stations.

MEDICAL SERVICES:

Hattiesburg serves as the medical hub of South Mississippi, with two hospitals with 704 beds, the largest multi-specialty clinic in the state, a full service regional reference laboratory, 230 doctors and 43 dentists.

UTILITIES:

The Dixie Electric Power Association, Mississippi Power Company, Pearl River Valley Electric Power Association, South Mississippi Electric Power Association and the Southern Pine Electric Power Association provide electricity to the greater Hattiesburg area.
Hattiesburg's water needs are provided by the City of Hattiesburg, which has a capacity of 16 million g.p.d. Willmut Gas and Oil Company, fuels oil and LP gas are available from local sources.

**CLUBS AND
ORGANIZATIONS:**

Hattiesburg has local groups of most national civic groups. A complete list of these organizations is available through the Hattiesburg Area Chamber of Commerce.

TRANSPORTATION:

Highways - Interstate Highway 59, U.S. Highways 49, 98 and 11, and State Highway 42 serve Hattiesburg.

Airports - Pine Belt Airport is for commercial use and has 6,500 foot runway. Bobby Chain Municipal Airport, noncommercial, has a 6,250 foot runway.

Railroads - Hattiesburg is served by Amtrak, Midsouth Rail, Illinois Central Gulf and Norfolk Southern.

Motor Freight Carriers - Serving Hattiesburg is 17 truck lines and 15 local terminals.

Bus Service - Greyhound/Trailways Bus lines provide passenger and package service.

**PARKS AND
RECREATION:**

Kemper Park and Zoo, Pep's Point Water Park, Camp Shelby War Museum, Hattiesburg Historical Society, Paul B. Johnson State Park, seven local golf courses; U.S.M. - Natural Science Museum and Woods Art Gallery; Checker Hall of Fame; and William Carey College - Lucille Parker Gallery.

Neighborhood Description

The neighborhood is identified as being east of North Main Street, south of Old Highway 42, west of Leaf River, and north of downtown Hattiesburg.

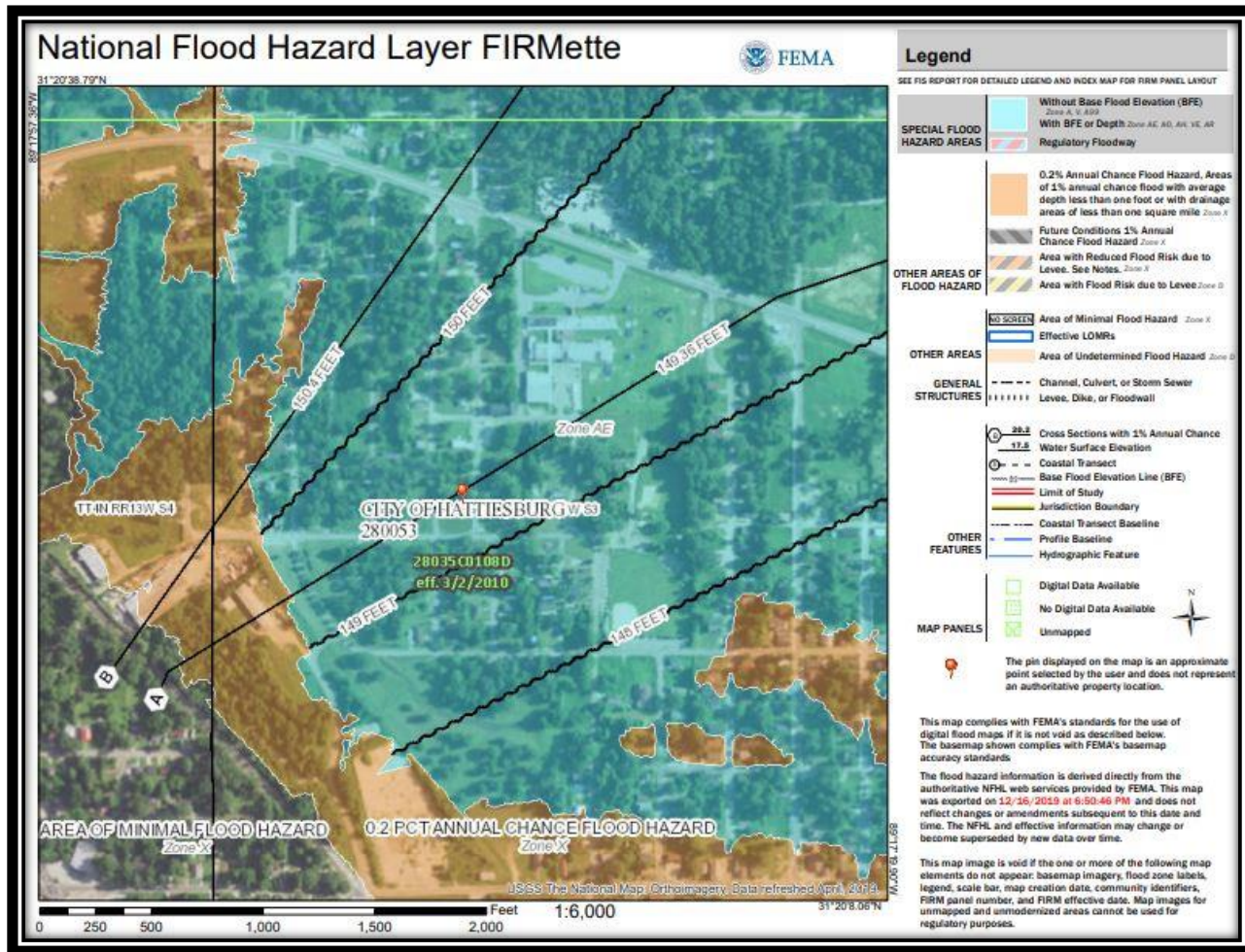
Most new commercial, retail and residential development has shifted to the west Hattiesburg area, principally in the Lamar County area. The area along Old Highway 42 and downtown Hattiesburg has seen very little development in the last 20 years. Due to the population shift away from downtown Hattiesburg, the overall value outlook is weak.

SITE DESCRIPTION	
Location:	Dewey Street
Current Use of the Property:	Vacant Land
Site Size:	Total: 8,400 Square Feet, More or Less Useable: 8,400 Square Feet, More or Less The site has dimensions of 70'x120'. The total site size was determined from the warranty deed and considered accurate. If provided a survey of the property indicating a different acreage, we reserve the right to alter our value.
Frontage/Access:	Dewey Street fronts along the eastern boundary for +/-70 feet. Coit Street fronts along the western boundary of +/-70 feet. The property has access from both Dewey Street and Coit Street.
Visibility:	The site has good visibility and exposure from Dewey Street and Coit Street with limited visibility from E 10 th Street.
Topography:	The site is partially cleared, at the grade of Dewey Street. The perimeter of the property is wooded in nature.
Soil Conditions:	No soil analysis was furnished. For the purpose of this appraisal, soil conditions are assumed to have no detrimental influence on the highest and best use or value of the property.
Utilities:	All city services are available and in place on the property.
Flood Zone:	The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The entire parcel is located in a FEMA Flood Zone AE, which is classified as a flood hazard area. FEMA Map Number: 28035C0108D FEMA Map Date: March 16, 2015
Wetlands/Watershed:	According to the National Wetland Inventory Mapper, the property does not contain wetlands. This would need to be confirmed with an engineer.
Environmental Issues:	There are no known adverse environmental conditions on the subject site. Please reference Limiting Conditions and Assumptions.
Encumbrance / Easements:	I was not provided a current title report to view. I am not aware of any easements, encroachments, or restrictions that would adversely affect value. My valuation assumes no adverse impact from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.

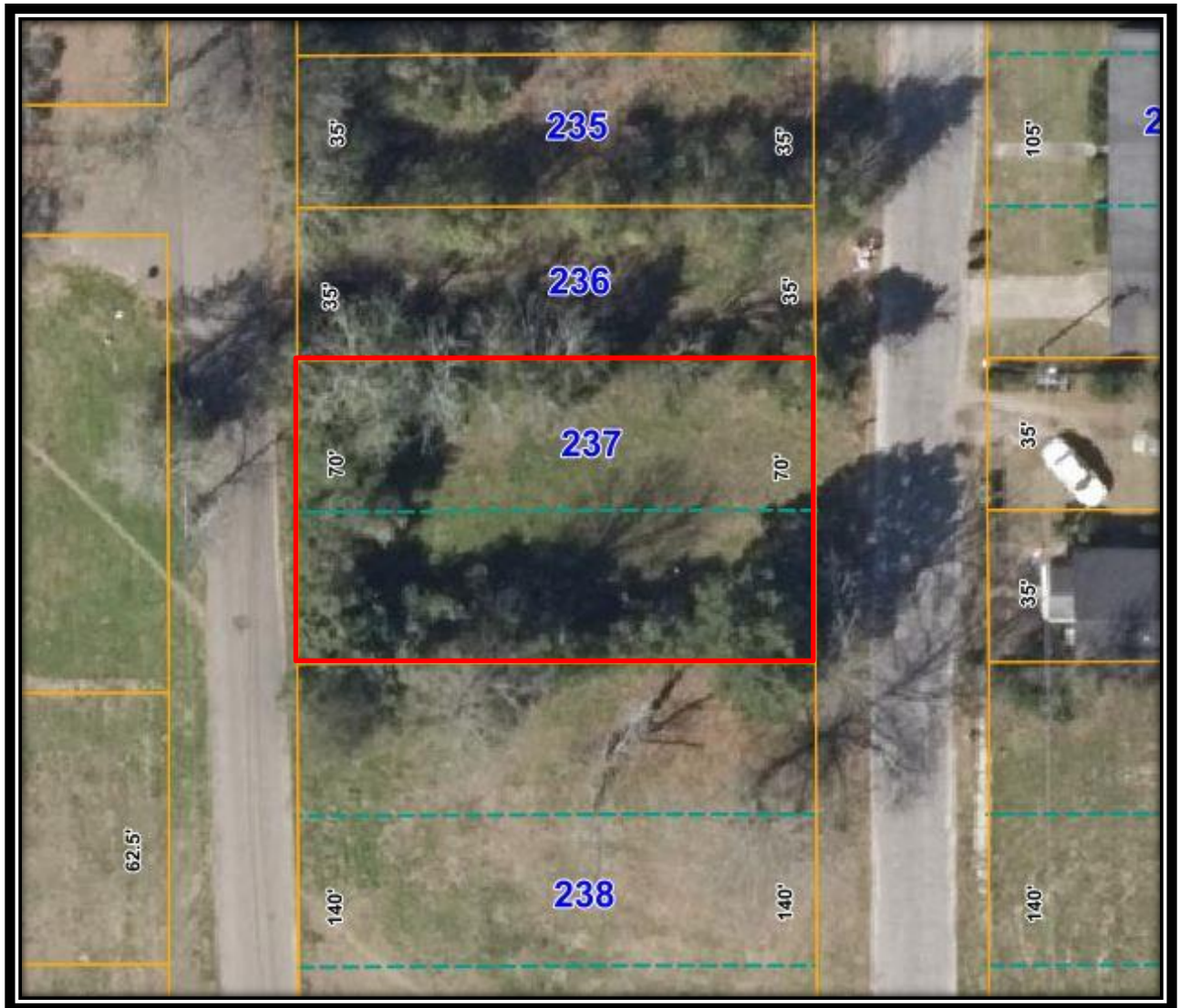
Zoning	R-1C; Single-family Residential
Surrounding Land Uses	Land uses surrounding the property are residential in nature with scattered commercial uses along Old Highway 42 north of the property.



Aerial Map



Flood Map



Tax Map



Southern boundary of the property from Dewey Street



Looking north along Dewey Street from the property



View of the property from Dewey Street



Western boundary of the property from Coit Street



View of the property from Coit Street



Southern boundary of the property from Coit Street

Highest and Best Use

According to the Dictionary of Real Estate Appraisal 5th Edition, highest and best use is defined as: The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible and that results in the highest value. The four criteria the highest and best use must meet are physically possible, legally permissible, financially feasible and maximally productive. Alternatively, the probable use of land or improved property - specific with respect to user and timing of the use - that is adequately supported and results in the highest present value.

When a site is improved, we must recognize that the highest and best use may differ from the existing use; however, the existing use will continue, unless and until, land value (at its highest and best use) exceeds the total value of the property in its present use. The definition of highest and best use recognizes the contribution of a specific use to the community or to individual property owners.

The determination of highest and best use results from the appraiser's judgment and analytical skill; i.e., determination of highest and best use is an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use is the premise upon which value is based. In the context of investment value, "most profitable use" is another alternative term but the degree of risk must be considered.

The highest and best use concept requires an analysis of the subject as if it were vacant and also as improved to determine if the land is more valuable as vacant than the property as improved. There are four criteria that must be met. The highest and best use must be 1) physically possible; 2) legally permissible; 3) financially feasible; and, 4) maximally productive. These criteria are generally considered sequentially and the analysis may indicate more than one use.

Physically Possible

The first constraint on the possible use of the property is dictated by the physical aspects of the site. The size and location of the parcels are the most important determinants of value. In general, the larger the site, the greater the potential to achieve economies of scale and flexibility in development. The site contains approximately 8,400 square feet of fairly level land and is located along Dewey Street, in the H.I. Ferguson Subdivision.

The size and physical configuration of the property would limit a wide variety of uses which a tract of this size could accommodate. Multi-family/apartment development, commercial uses, industrial and warehouse uses can be eliminated.

Legally Permissible

The property is zoned R-1C; Single-family Residential. Therefore, all other uses would not be permitted due to the current zoning.

Financially Feasible/Maximally Productive

Those uses which are financially feasible and that use which is maximally productive are generally closely related. Any use that results in a net return to the land after satisfying the return to the improvements is considered to be financially feasible; however, that use which returns the maximum dollars to the land is considered the use which is maximally productive.

Due to the size of the lots and its location in a residential neighborhood, any form of single-family residential use would be feasible. The adjacent properties are vacant land parcels and residential uses. The most likely of these uses would be for single-family residential use.

As If Vacant

Due to its location and size, the highest and best use as vacant would be for a single-family residential use.

Appraisal Procedure

The main purpose of an appraisal is to solve a problem of a specific property. The appraiser must define the problem, inspect the property, gather all pertinent data, analyze the findings to arrive at a solution, and then present all salient facts and conclusions in the form of an appraisal report.

Since characteristics of real property vary widely, the appraiser must proceed in a systematic fashion producing a thorough and accurate appraisal in an efficient manner.

During the past fifty years, a method of evaluating real estate, "The Appraisal Process", has evolved. The appraisal process involves three different approaches to value, when applicable.

The Cost Approach

In this approach, the appraiser first develops an opinion of value of the land as though vacant as of the date of appraisal. Next, the replacement or reproduction cost new of all improvements is determined. From this total, estimated depreciation is deducted. Depreciation is any loss in improvement value due to physical deterioration and/or functional or external obsolescence. The value of the land is then added to the depreciated replacement or reproduction cost to arrive at an indication of value for the property as a whole.

The Sales Comparison Approach

This is an appraisal technique in which the market value opinion is predicated upon prices paid in actual market transactions and current listings, the former fixing the lower limit of value (price) in a static or advancing market and the higher limit of value in a declining market, with the latter fixing the higher limit in any market. The Sales Comparison Approach is a process of correlation and analysis of similar, recently sold properties. The reliability of this technique is dependent upon: (1) the degree of comparability of each property with the property under appraisal; (2) the time of sale; (3) the verification of the sales data; and (4) the absence of unusual conditions affecting the sale.

The Income Approach

This is a technique in which the anticipated net income is processed to produce an indication of value. The reliability of this technique is dependent upon: (1) the reasonableness of the estimate of the anticipated net annual income; (2) the duration of the net annual income, usually the economic life of the building, when improved; (3) derivation of an appropriate capitalization (discount) rate; and (4) the method of conversion of income to capital.

The remaining step is the reconciliation of the value opinion arrived at in the different approaches to value. The appraiser must consider and re-evaluate all pertinent data in order to arrive at a final value opinion. Although each of the techniques produces an independent value, all three approaches are interrelated and integrated techniques, dependent upon operation of market forces.

In some cases, due to the availability (or unavailability) of pertinent market data, these approaches have varying degrees of applicability.

Applied Technique

In this instance, we have used one of the three traditional approaches to value, the Sales Comparison Approach. The Cost and Income Approaches are not typically used to estimate value for vacant land. The Sales Comparison Approach provided sales of similar properties as the subject in which to estimate Market Value.

Valuation

Sales Comparison Approach

The Sales Comparison Approach involves a detailed comparison of the subject property with similar properties which have recently sold in the same or competitive markets. This approach is based primarily on the Principle of Substitution which states, "When several commodities or services with substantially the same utility are available, the lower price attracts the greatest demand and widest distribution". In other words, a prudent investor/purchaser would not pay more to acquire a given property in the market when an alternative property may be purchased for less. The five basic steps in this analysis are listed below.

- Research the market to identify similar properties for which pertinent sales, listings, offerings and/or rental data is available;
- Qualify the data as to terms, motivating forces, or bona fide nature;
- Analyze the salient characteristics of the comparable properties in relation to the property under appraisal, particularly those items relating to date of sale, location, physical characteristics, and conditions of sale;
- Consider all dissimilarities and the probable effect on the price of each sale property, and derive individual market value indications for the property being appraised;
- Formulate an opinion of market value from the pattern developed from the foregoing analysis.

Direct Sales Comparison is a valuation technique in which a value opinion is predicated on prices paid in actual market transactions. In this process, comparison is made between properties having a satisfactory degree of similarity to the subject. We have presented transactions involving similar residential land parcels on the following pages, with an adjustment grid following.

Land Sales Map



Land Sales Summary and Adjustment Grid				
	Subject	Comp 1	Comp 2	Comp 3
Location:	Dewey Street	708 Tuscan Avenue	Lot 8 Presley Drive	1315 N Main Street
City:	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg
O.R. Book/Page:		1321/026	1324/090	1270/035
Seller:	N/A	Curtis C. Roberts	First Southern Bank	Oonagh C. Nechodom
Buyer:	City of Hattiesburg	William Carey University	Lara Properties, LLC	Gordon M. Lackey, Jr.
Date of Sale:		September-19	October-19	January-18
Sale Price:		\$5,000	\$4,000	\$4,900
Verification:		MLS# 118566	MLS # 111550	MLS # 109999
Site Size (Acres):	70'x120' ; 0.19 Acres	90'x150' ; 0.31 Acres	40'x75' ; 0.07 Acres	80'x208' ; 0.38 Acres
Unadjusted Price/Lot:		\$5,000	\$4,000	\$4,900
Adjustments				
Rights Transferred:		Fee simple	Fee simple	Fee simple
Financial Considerations:		Market	Market	Market
Conditions of Sale:		Arm's Length	Arm's Length	Arm's Length
Market Conditions - Time:		Stable	Stable	Stable
Time Adj. Cash Equiv. Price/Lot:		\$5,000	\$4,000	\$4,900
Location:	Dewey Street	Superior	Superior	Superior
		-\$500	-\$800	-\$490
Site Size (Gross Acres):	70'x120' ; 0.19 Acres	90'x150' ; 0.31 Acres	40'x75' ; 0.07 Acres	80'x208' ; 0.38 Acres
Access:	Paved	Similar	Similar	Similar
Topography:	Partially Wooded	Similar	Similar	Similar
Flood:	100%; Zone AE	None; Zone X	None; Zone X	None; Zone X
		-\$2,500	-\$2,000	-\$2,450
Zoning:	R-1C	Similar	Similar	Similar
Utilities:	All City	Similar	Similar	Similar
Net Adjustments:		-\$3,000	-\$2,800	-\$2,940
Adjusted Price/Lot:		\$2,000	\$1,200	\$1,960

Reconciliation and Final Value Conclusions

This is an appraisal technique in which the market value opinion is predicated upon prices paid in actual market transactions and current listings, the former fixing the lower limit of value (price) in a static or advancing market and the higher limit of value in a declining market, with the latter fixing the higher limit in any market. The Sales Comparison Approach is a process of correlation and analysis of similar, recently sold properties. The reliability of this technique is dependent upon: (1) the degree of comparability of each property with the property under appraisement; (2) the time of sale; (3) the verification of the sales data; and (4) the absence of unusual conditions affecting the sale.

We were able to find sales that were consistent with the property grade of the subject located in a competing submarket. We were able to verify the information for all the sales used and gleaned relevant information from both the principals involved as well as market professionals. We feel the transactions that we used give a good indication of the subject via the Sales Comparison Approach.

The property is located along Dewey Street, less than a mile south of Old Highway 42. This is a two-lane residential corridor connecting the Old Highway 42 to E 9th Street. The sales are similar residential lots located in close proximity to the subject. The sales have a range of unit values from \$4,000 to \$5,000 per lot, prior to adjustments. The sales were adjusted for a variety of characteristics. The property is in a rural location. Sale 1 is located adjacent to William Carey University, Sale 2 is located in a residential development near Hattiesburg High School, and Sale 3 is located on N. Main Street just west of the subject. The sales were considered superior in location and downward adjustments were made. The subject is located in a designated flood zone; identified as Zone AE. All of the sales are located outside of designated flood zone areas and a downward adjustment to the sales was made. After adjustments, the sales had a range in values from \$1,200 - \$2,000. Sales 1 and 3 were considered to be the most similar in location and size and had adjusted values from \$1,960-\$2,000.

Considering all factors, I have adopted a market value of \$2,000 for the subject property as of December 12th, 2019:

“As Is” Market Value Conclusions	
Sales Comparison Approach	\$2,000
Final Value Conclusion	\$2,000

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- ✔ The statements of fact contained in this report are true and correct.
- ✔ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- ✔ I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- ✔ I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- ✔ Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- ✔ The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- ✔ Compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- ✔ My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice, 2015-2016 Edition*.
- ✔ Zachary Fairley has made a personal inspection of the property that is the subject of this report.
- ✔ No one provided significant real property appraisal assistance to the persons signing this certification.
- ✔ My analyses, opinions, and conclusions have been developed, and this report has been prepared, in compliance with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of The Appraisal Foundation, and in accordance with the appraisal-related mandates within Title XI of the Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA). This report was also prepared in conformance with the State of Mississippi Standards for Certified General Real Estate Appraisers.
- ✔ I have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.
- ✔ It is my opinion that the subject does not include any enhancement in value as a result of any natural, cultural, recreational or scientific influences retrospective or prospective.
- ✔ I have extensive experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.

- ✔ The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- ✔ The Appraisal Institute conducts a program of continuing education for its designated members and members are awarded periodic educational certification. Zachary Fairley is currently certified under the mandatory continuing education program of the Appraisal Institute.
- ✔ I have not relied on the work of others if we have a reasonable doubt that the work is credible.
- ✔ I have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

The market value of the property described herein, as of December 12, 2019, is certified to be the following:

"As Is" Market Value

\$2,000
Two Thousand Dollars

Certified by,



Zachary H. Fairley
State Licensed Real Estate Appraiser, #LA-1868

ASSUMPTIONS

1. This is an appraisal report presented in an Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. It is understood between the parties that the scope of the assignment is limited and we relied on information obtained from the public records of Forrest County, published data sources and discussions with market professionals such as investors and brokers relative to County, published data sources and discussions with market professionals such as investors and brokers relative to the subject's income performance and physical composition. Zac Fairley Appraisals is not responsible for unauthorized use of this report.
2. Unless otherwise specifically noted in the body of the report, it is assumed that title to the property or properties which are identified as the subject of the report, are clear and marketable and there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. Zac Fairley Appraisals, LLC has not examined title and makes no representations relative to the condition thereof.
3. Unless otherwise specifically noted in the body of the report, the legal description furnished is assumed to be correct. Any abbreviations or discrepancies relative to the legal would be identified.
4. It is assumed that surveys and/or plats furnished to, or acquired by, the appraiser and used in the making of this report are correct. Zac Fairley Appraisals, LLC has not made a land survey or caused one to be made unless identified in the report and therefore, assumes no responsibility for accuracy of same.
5. It is assumed any improvements have been, or will be, constructed according to approved architectural plans and specifications in conformance with recommendations contained in or based on any soil report(s). Unless otherwise noted, Zac Fairley Appraisals, LLC has not retained independent engineer(s) or architect(s) in connection with the report and therefore, makes no representations relative to conformance with approved architectural plans, specifications, or recommendations contained in or based on any soil(s) report.
6. It is assumed that all factual data furnished by the client, property owner, owner's representative, or persons designated by the client or owner are accurate and correct unless otherwise specifically noted in the report. I do not guarantee the correctness of such data, although as far as is reasonably possible, the data has been checked and is believed to be correct. Information and data referred to in this paragraph may include but is not limited to information relative to the subject of the report regarding numerical street addresses, lot and block numbers, assessors parcel numbers, land dimensions, square footage area of land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, budgets, historic operating expenses, and related data. Information obtained regarding demographics, comparable verification, and data of a general sense is assumed factual as confirmed and the source(s) reliable. Any material error in the gathered data could have substantial impact on the conclusions reported; as a result, Zac Fairley Appraisals, LLC reserves a right to amend conclusions reported if made aware of such an error.
7. Unless otherwise noted in the body of the report, it is assumed that there are no mineral or sub-surface rights of value involved in the report and there are no other development rights of value that may be transferred. Subsurface rights, minerals and oils, were not considered in making this report unless otherwise stated.
8. Any riparian and/or littoral rights identified by survey or plat are assumed to go with the property unless easements and/or deeds of record were found by the appraiser to the contrary.
9. It is assumed that there is full compliance with all federal, state, and local environmental regulations and laws, unless non-compliance is stated, defined, and considered in the report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless the non-conformity has been stated, defined, and considered in the report. Unless otherwise noted, it is assumed that no changes in the present zoning ordinances or regulations governing use, density, or shape, are being considered.
11. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization has been, or can be, obtained or renewed for any use on which the value estimate contained in the report is based.
12. Unless otherwise stated in the report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated ground water, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated upon the assumption that there is no such material on or in the property that would cause loss in value or affect its marketability. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field if desired.

13. The soil of the area which is the subject of the report appears to be firm and solid. Unless otherwise stated, subsidence in the area is unknown or uncommon, but Zac Fairley Appraisals, LLC does not warrant against this condition and/or occurrence.
14. It is assumed that the utilization of the land and improvements is within the boundaries or property lines as described in the report, and there is no encroachment or trespass, unless noted.
15. The date of value of which the opinions in the report apply is set forth in the body of the report. Zac Fairley Appraisals, LLC assumes no responsibility for economic or physical factors occurring at some later date which may affect the opinions stated in the report.
16. Unless specifically noted in the body of this report, it is assumed that the property or properties described are structurally sound, seismically safe, and that all building systems (mechanical, electrical, HVAC, elevator, plumbing, etc.) are, or will be upon completion, in good working order with no major deferred maintenance or repair required; that the roof and exterior are in good condition and free from intrusion from the elements; that the property or properties have been engineered in such a manner that it/they will withstand any known elements such as wind storm, flooding, or similar natural occurrences; and that the improvements as currently constituted conform to all applicable local, state, and federal building codes and ordinances. The appraisers are not engineers and are not competent to judge matters of an engineering nature, nor has Zac Fairley Appraisals, LLC retained independent structural, mechanical, electrical, or civil engineers in connection with the report. As such, Zac Fairley Appraisals, LLC makes no representations relative to the condition of the improvements. Unless otherwise noted in the report, no problems were brought to the attention of the appraiser by ownership or management. Unless otherwise noted, the appraiser inspected less than 100% of the entire interior and exterior portions of the improvements. If questions regarding engineering studies are critical to the decision process of the reader, the advice of competent engineering consultants should be obtained and relied upon. If engineers and consultants retained should report negative factors of a material nature or if such are later discussed relative to the condition of the improvements, such information could have a substantial negative impact on the conclusions reported. Accordingly, if negative findings are reported by engineering consultants, Zac Fairley Appraisals, LLC reserves the right to amend the report conclusions.
17. Unless otherwise specifically noted, this report is not being prepared for use in conjunction with litigation. Accordingly, no rights to expert testimony, pretrial or other conferences, disposition, or related services are included in this appraisal. If as a result of this undertaking, Zac Fairley Appraisals, LLC or any its officers, professionals, and/or consultants are requested or required to provide any of the foregoing services, such shall be subject to the availability of Zac Fairley Appraisals, LLC's professionals or consultants at the time and shall further be subject to the party or parties requesting or requiring such services paying the then applicable professional fees and expenses.
18. Neither all nor any of the contents of the report shall be conveyed to the public through advertising, public relations, news, sales or other media without written consent and approval of Zac Fairley Appraisals, LLC particularly as to the valuation conclusions, the identity of the professionals or firm, or any reference to the Appraisal Institute, the MAI designation, or certification by the State of Mississippi. Exempt from restrictions relative to the transmittal of this report to third parties is duplication for internal use of the client-addressee and/or transmission to attorneys, accountants, or advisors of the client-addressee. Also exempt from this restriction is transmission of the report to any court, governmental authority, or regulatory agency having jurisdiction over the party/parties for whom the report was prepared, providing that the report and/or its contents shall not be published, in whole or in part in any public document without the express written consent of Zac Fairley Appraisals, LLC or its principals, which consent Zac Fairley Appraisals, LLC reserves the right to deny. The report should not be advertised to the public or otherwise used to induce a third party to purchase the property. Any third party not covered by the exemptions herein who may possess this report is advised that he should rely on his own independently secured advice for any decision in conjunction with the property. Zac Fairley Appraisals, LLC, its professionals and/or principals, shall have no accountability or responsibility to any such third party.
19. Unless specifically set forth in the body of the report, nothing contained therein shall be construed to represent any direct or indirect recommendation to buy, sell, or hold the property(ies) at the value(s), or development scenario as stated. Such decisions involve substantial investment strategy and must be specifically addressed in consultation form.
20. The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other report and are invalid if so used.
21. The forecasts, projections, and/or operating estimates contained herein are based on current market conditions, anticipated (though recognizably short term) supply and demand factors, and a continued stable economy, unless otherwise stated. Any forecasts are therefore subject to changes in future conditions.
22. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. Zac Fairley Appraisals, LLC has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since Zac Fairley Appraisals, LLC has no direct

evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

23. **Insurable value is not provided in this report. Taking the difference between our reported Market Value and estimated land value is not an appropriate method for estimating replacement cost of improvements for insurance coverage purposes. We recommend a proper insurance representative to estimate an appropriate coverage for the subject property.** Insurable value has two definitions per Marshall and Swift LP. 1. The value of an asset or asset group that is covered by an insurance policy. It can be estimated by deducting costs of non-insurable items (e.g., land value) from Market Value. 2. Value used by insurance companies as the basis for insurance. Often considered to be replacement or reproduction cost plus allowances for debris removal or demolition less deterioration and non-insurable items. Sometimes cash value or Market Value, but often entirely a cost concept.

Special Assumptions

None

Definitions

Appraisal

(noun) The act or process of developing an opinion of value; an opinion of value. (adjective) of or pertaining to appraising and related functions such as appraisal practice or appraisal services.

Comment: an appraisal must be numerically expressed as a specific amount, as a range of numbers, or as a relationship (e.g., not more than, not less than) to a previous value opinion or numerical benchmark (e.g., assessed value, collateral value).

Assignment

A valuation service that is provided by an appraiser as a consequence of an agreement with the client.

Assignment Conditions

Assumptions, extraordinary assumptions, hypothetical conditions, laws and regulations, jurisdictional exceptions, and other conditions that affect the scope of work.

Comment: Laws include constitutions, legislative and court-made law, administrative rules, and ordinances. Regulations include rules or orders, having legal force, issued by an administrative agency.

Client

The party or parties who engage, by employment or contract, an appraiser and a specific assignment.

Comment: client may be an individual, group or entity, and may engage and communicate with the appraiser directly or through an agent.

Exposure Time

The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Extraordinary Assumption

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.

Hypothetical Condition

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

Intended Use

The use(s) of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment.

Intended User

The client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser, based on communication with the client at the time of the assignment.

Jurisdictional Exception

An assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP.

Marketing Time

The reasonable marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value or at a benchmark price during the period immediately after the effective date of an appraisal.

¹USPAP 2018-2019

Market Value²

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

² Definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.



Zac Fairley <zfappraiser@gmail.com>

Ann Jones-City of Hattiesburg

2 messages

Jones, Ann <annjones@hattiesburgms.com>
To: "zfappraiser@gmail.com" <zfappraiser@gmail.com>

Thu, Dec 12, 2019 at 8:28 AM

Zac

It was nice to speak with you this morning. Thanks for being willing to look at this on such short notice. Listed below are the PPIN numbers that we need to get appraisals. Our hope is to simply swap the parcels as it appears they are very similar. If it looks like the project will take longer than early Wednesday of next week, please let me know.

PPIN 15186 Dewey/Coit Street

PPIN 22090 Greely Street

Again thanks for being willing to work with us on this project.

Ann Jones

Chief Administrative Officer

City of Hattiesburg

601-545-4503 Office

601-297-8903 Cell

Zac Fairley <zfappraiser@gmail.com>
To: "Jones, Ann" <annjones@hattiesburgms.com>

Thu, Dec 12, 2019 at 12:08 PM

Ann,

As we discussed, I can perform an appraisal on the above referenced parcels to meet your desired delivery date of Wednesday, December 18th at the agreed upon fee of \$550 per appraisal report. Attached is a copy of my W9. I will proceed with the appraisal process.

The contact numbers for Greg Wheeler are as follows: Cell: 601-549-5060 / Office: 601-583-1006

I greatly appreciate the opportunity to satisfy your appraisal needs and look forward to doing business in the future. If you have any questions, please feel free to give me a call.

Regards,

Zac

[Quoted text hidden]

--

Zac Fairley

State Licensed Real Estate Appraiser, #LA-1868

This message is intended only for the use of the addressee(s) and may contain information that is PRIVILEGED and CONFIDENTIAL. If you are not the intended recipient(s), you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please erase all copies of the message and its attachments and notify us immediately.

 **W9.pdf**
231K

National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped

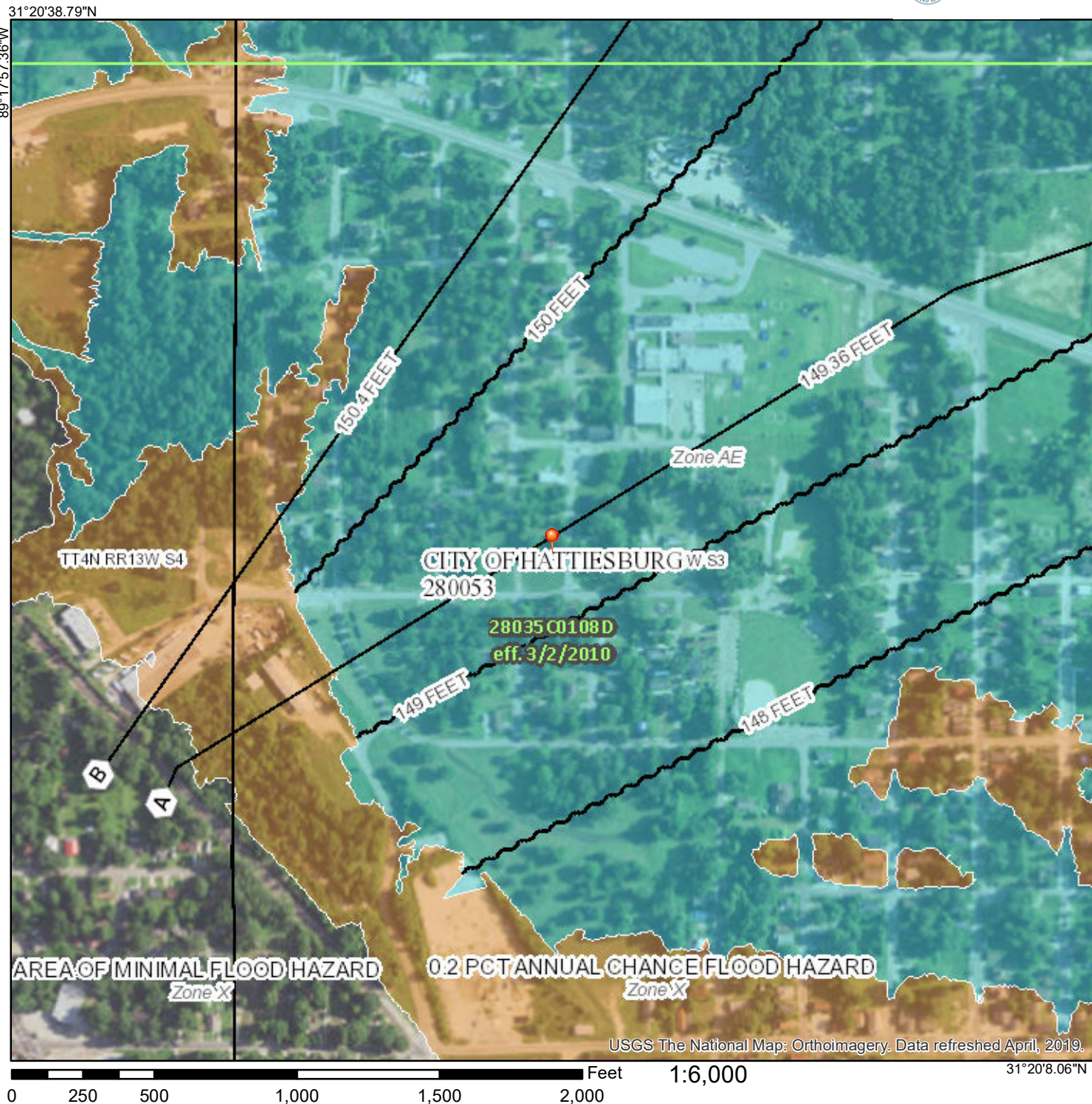


The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **12/16/2019 at 6:50:46 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.





U.S. Fish and Wildlife Service

National Wetlands Inventory

PPIN 15186



December 17, 2019

Wetlands

	Estuarine and Marine Deepwater		Freshwater Emergent Wetland		Lake
	Estuarine and Marine Wetland		Freshwater Forested/Shrub Wetland		Other
			Freshwater Pond		Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

ADDENDA

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QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- ◆ Licensed Real Estate Appraiser in the State of Mississippi, #LA-1868
- ◆ Practicing Affiliate of the Appraisal Institute (#563759)

Related Job Experience

Collins and Null Appraisals, Inc. April 2007- October 2019

Real Estate Appraiser - Appraise all forms of real estate, including commercial, industrial, residential, rights-of-way, partial interest and timber land. Also includes preparation of documents for court proceedings, review of peer appraisals and expert witness testimony.

Academic Background

Petal High School- Petal, MS - (2003)

High School Diploma

Jones County Junior College - (2005)

Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)

Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013
General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013
Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014

ADDENDA

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Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014
Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019

ADDENDA

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State of Mississippi	
MISSISSIPPI REAL ESTATE APPRAISER	
LICENSING AND CERTIFICATION BOARD	
LICENSE # : LA-1868	STATUS: ACTIVE
ZACHARY H FAIRLEY	
HAS BEEN GRANTED A LICENSE AS A	
LICENSED APPRAISER	
Effective Date: 05/01/2018	Expiration Date: 04/30/2020
	
SIGNATURE OF LICENSEE	
Robert E. Praytor, Administrator	



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ronda Cole, Clerk of Council
cc:
Date: Tuesday, December 17, 2019
Re: Approve the minutes for the December 2 & 3, 2019 meetings of the City Council.
File Number: 2019-425
Minute Book #

Summary

December 2 & 3, 2019 minutes

Recommendation Statement

I recommend approval of the minutes.

Please place this on the December 17, 2019 City Council meeting for consideration.

Call to Order

BE IT REMEMBERED that the **Agenda Review meeting of the Hattiesburg City Council** was held at **4:00 p.m. Monday, December 2, 2019**, in Council Chambers at City Hall.

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

Council President Carroll Called the meeting to order.

Mayor Barker presented a Certificate of Recognition to Captain Shannon Weaver-Harris for being the first graduate to complete City's College Program offered to the Hattiesburg Police Department and Hattiesburg Fire Department with University of Southern Mississippi and Willam Carey College.

Agenda Review

Council President Carroll proceeded with the Agenda Review.

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

Citizens' Forum

Council Vice President Dryden proceeded with the Citizens' Forum.

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

The following citizens addressed the Council:

- Beverly Shaw, 814 Martin Luther King Ave.
- Melvin Williams, 422 Mobile Street

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

Council Vice President Dryden closed the Citizen Forum.

1. **2019-429** Citizens' Forum Sign-In Sheet, 12-2-19.

Attachments: 12-2-19 Citizens' Forum Sign-In Sheet

Work Session

Council President Carroll proceeded with the Work Session, which included:

1.

2019-369

An Overview of the Southern Pines Animal Shelter Contract with the COH - Ginny Sims, Director of Southern Pines Animal Shelter
2.

2019-370

Presentation on Disadvantaged Business Enterprise - Council Member Nicholas Brown and Zach Jones
- Attachments: DBE-120219

Meeting Recess

By unanimous consent, Council President Carroll declared the **meeting recessed at 4:45 p.m., this the 2nd day of December, 2019.**

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, December 3, 2019**, in Council Chambers at City Hall.

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

Council President Carroll Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Officer Ross Kinsey from Macedonia Baptist Church.

The Pledge of Allegiance was led by Police Chief Anthony Parker.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2019-372** Approve the minutes for the November 18 & 19, 2019 meetings of the City Council.
- Attachments: 11-18-19 APHs, AR Mins.
 11-19-19 Mins.

A MOTION was made by Council Member George and seconded by Council Member Brown to Approve the minutes for the November 18 & 19, 2019 meetings of the City Council.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown
Nays: 0

2. **2019-366** Adopt a Resolution setting Public Hearing on Monday, January 6, 2020 at 4:00 p.m. in the City Council Chambers to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

Attachments: Adopt Resolution to Set Public Hearing Jan 6 2020
MEMORANDUM- Set Public Hearing Jan 6 2020

A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt a Resolution (#2019-303) setting Public Hearing on Monday, January 6, 2020 at 4:00 p.m. in the City Council Chambers to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

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

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

Nays: 0

3. **2019-348** Adopt Resolution authorizing and directing issuance of a General Obligation Note to provide funds for demolition, construction and furnishing of fire stations and purchase of fire-fighting equipment and apparatus and to pay costs of borrowing; prescribing form and incidents of said Note and making provision for the security and payment thereof; awarding sale of the Note; and making provision for maintaining the tax exempt status of the Note.

Attachments: Issuance Resolution & G O Note Series 2019
Proof of Publication
Opinion Letter to Bank, 11-20-19

A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt Resolution (#2019-304) authorizing and directing issuance of a General Obligation Note to provide funds for demolition, construction and furnishing of fire stations and purchase of fire-fighting equipment and apparatus and to pay costs of borrowing; prescribing form and incidents of said Note and making provision for the security and payment thereof; awarding sale of the Note; and making provision for maintaining the tax exempt status of the Note.

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

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

Nays: 0

4. **2019-367** Adopt a Resolution authorizing Requisition No. 54 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: 2016 Bond Resolution No. 54
Project Resolution Requisition 2016 Bonds No. 54

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2019-305) authorizing Requisition No. 54 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

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

Nays: 0

5. **2019-365** Approve Supplemental Agreement No. 1 with Suncoast Infrastructure, Inc. for the Cured in Place Pipe Sewer Project in Various Locations for a net increase to the contract of \$62,686.25; and authorize the Mayor to execute in triplicate.

Attachments: Supplemental Agreement Cover Ltr
 Supplemental Agreement No. 1

A MOTION was made by Council Member George and seconded by Council Member Brown to Approve Supplemental Agreement No. 1 with Suncoast Infrastructure, Inc. for the Cured in Place Pipe Sewer Project in Various Locations for a net increase to the contract of \$62,686.25; and authorize the Mayor to execute in triplicate.

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

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

Nays: 0

6. **2019-363** Approve Agreement between the City of Hattiesburg and Southern Pines Animal Shelter for animal shelter management and services for a term beginning October 1, 2019, through September 30, 2020 and authorize the Mayor to execute in duplicate.

Attachments: Southern Pines Animal Shelter Final Contract 11-26

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve Agreement between the City of Hattiesburg and Southern Pines Animal Shelter for animal shelter management and services for a term beginning October 1, 2019, through September 30, 2020 and authorize the Mayor to execute in duplicate.

Following discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 3 - George, Carroll and Dryden

Nays: 2 - Delgado and Brown

7. **2019-337** Approve Facilities Use Agreement between the City of Hattiesburg and the Salvation Army, for the facility located at 5670 US Hwy 49 and authorize the Mayor to execute the same.

Attachments: Salvation Army Lease Agreement

A MOTION was made by Council Member George and seconded by Council Member Brown to Approve Facilities Use Agreement between the City of Hattiesburg and the Salvation Army, for the facility located at 5670 US Hwy 49 and authorize the Mayor to execute the same.

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

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

Nays: 0

8. **2019-358** Acknowledge receipt of the award for the Mississippi Department of Environmental Quality (MDEQ) Solid Waste Assistance Grant in the amount of \$75,000 to fund a Household Hazardous Waste "Right Way to Throw Away Day." Authorize and approve Mayor to execute said grant. (The grant requires the city to provide \$25,000 in matching funds).

Attachments: MDEQ SWA 2020 Award

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Acknowledge receipt of the award for the Mississippi Department of Environmental Quality (MDEQ) Solid Waste Assistance Grant in the amount of \$75,000 to fund a Household Hazardous Waste "Right Way to Throw

Away Day.” Authorize and approve Mayor to execute said grant. (The grant requires the city to provide \$25,000 in matching funds).

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

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

Nays: 0

- 9. 2019-346** Acknowledge receipt of grant award from the U.S. Department of Housing & Urban Development in connection with the 2019 allocation of both CDBG and HOME grant funds and ratification of Grant Agreement.

Attachments: HOME grant agreement
HUD Fiscal Year 2019 grant agreement letter

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Acknowledge receipt of grant award from the U.S. Department of Housing & Urban Development in connection with the 2019 allocation of both CDBG and HOME grant funds and ratification of Grant Agreement.

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

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

Nays: 0

- 10. 2019-355** Acknowledge bids received November 14, 2019 for the Country Club Road Water Upgrades project and accept the bid from Walker Construction, LLC in the amount of \$638,327.25; and authorize the Mayor to execute contracts upon preparation.

Attachments: Recommendation Ltr
Certified Bid Tab

A MOTION was made by Council Member Brown and seconded by Council Member George to Acknowledge bids received November 14, 2019 for the Country Club Road Water Upgrades project and accept the bid from Walker Construction, LLC in the amount of \$638,327.25; and authorize the Mayor to execute contracts upon preparation.

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

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

Nays: 0

- 11. 2019-357** Acknowledge Bids received November 14, 2019 for improvements to certain bus stops; Accept the bid from Wildstone Construction Services in the amount of \$128,900.00.

Attachments: Bus Stops Bid Tab

A MOTION was made by Council Member George and seconded by Council Member Brown to Acknowledge Bids received November 14, 2019 for improvements to certain bus stops; Accept the bid from Wildstone Construction Services in the amount of \$128,900.00.

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

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

Nays: 0

- 12. 2019-345** Acknowledge receipt of a Permanent Utility Easement for property located at 52 Broadacres Drive from Word of Faith Christian Center for the maintenance of an existing water line; Authorize Mayor to execute.

Attachments: UTILITY EASEMENT - WORD OF FAITH CHRISTIAN CENTER

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Acknowledge receipt of a Permanent Utility Easement for property located at 52 Broadacres Drive from Word of Faith Christian Center for the maintenance of an existing water line; Authorize Mayor to execute.

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

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

Nays: 0

- 13. 2019-361** Ratify and confirm the Mayor's appointment of Elayne Lockett (W5) to the Hattiesburg Planning Commission for a five year term beginning December 3, 2019 and ending December 2, 2024.

Attachments: E. Lockett Information Sheet
Data Sheet Lockett

A MOTION was made by Council Member Brown and seconded by Council Member Delgado to Ratify and confirm the Mayor's appointment of Elayne Lockett (W5) to the Hattiesburg Planning Commission for a five year term beginning December 3, 2019 and ending December 2, 2024.

Council President Carroll thanked Ms. Lockett for her willingness to serve.

Following discussion, the Motion received the affirmative vote of the Council as follows:

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

Nays: 0

- 14. 2019-364** Ratification of an executed agreement between the City of Hattiesburg and Hub City Lofts, for lease of parking spaces.

Attachments: Parking Agreement- HCL
Exhibit A- Spaces
Exhibit B-Legal Desc

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Ratification of an executed agreement between the City of Hattiesburg and Hub City Lofts, for lease of parking spaces.

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

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

Nays: 0

- 15. 2019-368** Ratify and confirm the Mayor's appointment of Lucy Parkman (W5) to the Hattiesburg Board of Adjustment for a three-year term beginning December 3, 2019 and ending December 2, 2022.

Attachments: L. Parkman resume

A MOTION was made by Council Member Brown and seconded by Council Vice President Dryden to Ratify and confirm the Mayor's appointment of Lucy Parkman (W5) to the Hattiesburg Board of Adjustment for a three year term beginning December 3, 2019 and ending December 2, 2022.

Council President Carroll thanked Ms. Parkman for her willingness to serve.

Following discussion, the Motion received the affirmative vote of the Council as follows:

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

Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

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

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

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

Nays: 0

1.

2019-347

Authorize Mayor to reschedule the Planning Commission and Board of Adjustment Public Hearings from January 1, 2020 to Wednesday, January 8, 2020 and authorize publication of the same.

Attachments: Notice-Hattiesburg Planning Commission and Board of Adjustment Public Hearing on January 8 2020
2.

2019-362

Acknowledge receipt of a draft Regional Hazard Mitigation Plan for District 8 from the Mississippi Emergency Management Agency. Authorize public comment period from December 5th to December 19th, and authorize publication of the same.

Attachments: MEMA D8 Draft
MEMA D8 HMP Comment Form (002)
PUBLIC NOTICE of PUBLIC COMMENT PERIOD
3.

2019-356

Acknowledge receipt of the two quote docket as provided for in section 31-7-13 (b) of the Mississippi Code of 1972, for the period of September 30, 2019 through November 24, 2019.

Attachments: Memo for Council
2878 FINAL
2894 FINAL
2898 FINAL
2899 FINAL
2901 FINAL
2904 FINAL
2905 FINAL
2907 FINAL
2908 FINAL
20191125093223
4.

2019-350

Acknowledge Privilege Tax License Monthly Report for October 2019.

Attachments: PTL Monthly Report-October 2019
5.

2019-349

Approve plans and specifications for Fire Station No. 9 and authorize advertisement for bids for same.

Attachments: 3707 - 00 11 13 LL - Advertisement for Bids
CN18-3707 Fire Station No 9 combined stamped final set 11-22-2019
3707 191122 Fire Station 9 Complete Final Specifications
6.

2019-353

Approve the City's purchase of two (2) grave spaces located in the Northeast Quarter (NE 1/4) , Lot 71, Section 35, Highland Cemetery, Minute Book#2013, Page# 241 in the amount of \$ 350.00, from Janet Edwards, authorize manual check for the same.

Attachments: Buy Back Janet Edwards (12-03-19)

7. **2019-354** Approve the City's purchase of two (2) grave spaces located in the Southeast Quarter (SE 1/4), Lot 13, Section 30, Highland Cemetery, Minute Book#2008-6, Page# 101 in the amount of \$ 350.00, from Wilda Holiday, authorize manual check for the same.

Attachments: Buy Back (Wilda Holiday) 12-03-19

8. **2019-352** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Attachments: Memo's (12-03-19)
 Receipts (12-03-19)
 Deeds (12-03-19)

9. **2019-359** Approve claims docket for the period ending November 30, 2019.

Attachments: DOCKET 11-30-19

In Memoriam:

A MOTION was made by Council President Carroll to Adjourn the meeting in memory of:

- Mr. Trey Chinn
- Ms. Laura Ellis

Meeting Adjourn

By unanimous consent, Council President Carroll declared the **meeting adjourned at 5:12 p.m., this 3rd day of December, 2019.**

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

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INTENTIONALLY**



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Andrew Ellard, Director
cc:
Date: Tuesday, December 17, 2019
Re: Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
File Number: 2019-373
Minute Book #

Summary

Adopt Resolutions of Condemnation 12/17/19

Recommendation Statement

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

Please place this on the December 17, 2019 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Andrew Ellard, Director of Urban Development

DATE: December 9, 2019

RE: Adopt a Resolution

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

<u>Address</u>	<u>PPIN #</u>	<u>Ward</u>	<u>Violations</u>
1. 118 Tuscan Ave.	21580	5	OGL AS VS
2. 1921 Byron St.	23277	5	DB
3. 105 S. 11 th Ave	16786	4	US
4. 119 Montague St.	20772	2	OGL, GAR/RUB
5. 523 Louise St.	19604	2	DB, US, VS
6. 525 Louise St.	19603	2	ID, DS, US, OGL, GAR/RUB
7. 710 Lincoln St.	22056	2	VS, OGL, GAR/RUB
8. 712 Lincoln St.	22057	2	VS, OGL, GAR/RUB
9. 714 Lincoln St.	22058	2	VS, OGL, GAR/RUB
10. 715 McKinley St.	22009	2	DS, VS, OGL, GAR/RUB

11. 716 Lincoln St.	22059	2	VS, OGL, GAR/RUB
12. 718 Lincoln St.	22060	2	VS, OGL, GAR/RUB
13. 718 Webster St.	22023	2	OGL VS DS
14. 719 Lincoln St.	22065	2	OGL VS
15. 722 Lincoln St.	22062	2	OGL VS
16. 1215 Hall Ave.	22074	2	OGL VS
17. 1405 Penton St.	13675	2	OGL AS VS DS

Garbage & Rubbish=GAR/RUB

Dangerous Structure=DS

Dilapidated Building=DB

Overgrown Lot=OGL

Open Storage=OS

Unsafe Structure=US

Abandoned Vehicle=AV

Abandoned Structure=AS

Vacant Structure=VS

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #1 118 Tuscan Ave.

WHEREAS, on the 5th day of November 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of December, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

2-038F-16-033.00, 118 Tuscan Ave, Hattiesburg, MS, 39401 and better described as A part of Block fifty-five of the D.D. McInnis, Third Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, more particularly described as follows, to-wit:

Commencing at the NE corner of Block 55 of said Subdivision and run thence W for a distance of 214 feet to and for the point of beginning, and run thence South a distance of 110 feet, more or less, to the extension of Tuscan Ave, run thence West a distance of 50 feet along the North line of said Block, run thence East for a distance of 50 feet to the said point of beginning.

WHEREAS, the owner of the property is: Essie Mae Collins

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

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

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

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

Overgrown Lot or Weeds: International Property Maintenance Code
Abandoned Structure: International Property Maintenance Code

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

Disposition.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 17th day of December, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of December, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #2 1921 Byron St.

WHEREAS, on the 5th day of November 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of December, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

2-039H-17-139.00, 1921 Byron St., Hattiesburg, MS, 39401 and better described as Lot 21 of Block 11 of and according to the Pine Hurst Subdivision No.1 being a subdivision of the Southeast Quarter of the Southeast Quarter, Section 17, Township 4 North, Range 13 West of St. Stephens Meridian in Mississippi, the play thereof of record in Book 7, Page 20, in the Office of the Chancery Clerk of Forrest County, together with improvements and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Robert and Carolyn Abrams

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

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

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

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

Overgrown Lot or Weeds: International Property Maintenance Code
Dilapidated Building: International Property Maintenance Code

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

Disposition.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 17th day of December, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of December, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #3 105 S. 11th Ave

WHEREAS, on the 5th day of November 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of December, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

2-029M-09-079.00, 105 S. 11TH Ave, HATTIESBURG, MS 39401 and better described as The North 16.5 feet of Lot 20; All of Lots 21 & 22; and the South One Half of Lot 23 all in Block 2, Hattiesburg Heights Proper Survey of the City of Hattiesburg, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, in Plat Book 4 at Page 15, Plat Slide A-55.

WHEREAS, the owner of the property is: Henry & Nancy Tatum

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

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

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

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

Unsafe Structure: International Property Maintenance Code

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

Disposition.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 17th day of December, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of December, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #4 119 Montague St.

WHEREAS, on the 5th day of November 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of December, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

2-029F-04-164.00, 119 Montague St., Hattiesburg, MS, 39401 and better described as

LT 1 BLK 2 A A MONTAGUE ADD S-T-R: 04-04N-13W

WHEREAS, the owner of the property is: Bebiana Hernandez

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

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

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

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

Overgrown Lot: International Property Maintenance Code
Garbage and Rubbish: International Property Maintenance Code

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

Disposition.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 17th day of December, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of December, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #5 523 Louise St.

WHEREAS, on the 5th day of November 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of December, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

2-029K-09-197.00, 523 Louise St., HATTIESBURG, MS 39401 and better described as Lot 18, Block One (1) of the John Kamper Subdivision of Blocks "D" and "E" of the John Kamper Addition to the City of Hattiesburg as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest county, Mississippi.

WHEREAS, the owner of the property is: Jeffery and Alexandria Pachuiolo

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

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

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

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

Unsafe Structure: International Property Maintenance Code
Dilapidated Building: International Property Maintenance Code
Vacant Structure: International Property Maintenance Code

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

Disposition.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President

declared the motion carried and the resolution adopted, on this the 17th day of December, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of December, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #6 525 Louise

WHEREAS, on the 5th day of November 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of December, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

2-029K-09-196.00, 525 Louise St., HATTIESBURG, MS 39401 and better described as Lot 17 less the North 50 feet thereof of Block One of the John Kamper Subdivision of Blocks "D" and "E" of the John Kamper ADDITION OF Hattiesburg, Mississippi, and of the C.J. Miller Addition No. 3 to Hattiesburg, Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, being located in the N ½ of the NE ¼ of Section 9, Township 4 North, Range 13 West, Forrest County, Mississippi, and being designated as Municipal No. 525 Louise Street, in the City of Hattiesburg, Mississippi. Block 001 Section 09 Township 04N Range 13W

WHEREAS, the owner of the property is: Thomas Smith

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

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

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

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

Dilapidated Building: International Property Maintenance Code
Imminent Danger: International Property Maintenance Code
Garbage and Rubbish: International Property Maintenance Code

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

Disposition.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 17th day of December, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of December, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #7 710 Lincoln St.

WHEREAS, on the 5th day of November 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of December, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

2-037D-14-122.00, 710 Lincoln Street, Hattiesburg, MS, 39401 and better described as Lot 18 in Block 4 of the McInnis, Mitchell, and Longre Survey of the City of Hattiesburg, Forrest County, Mississippi, as per map of plat on file in the office of the Chancery Clerk of said County.

WHEREAS, the owner of the property is: Hattie Mae & Willie Hinton

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

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

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

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

Vacant Structure: International Property Maintenance Code
Overgrown Lot: International Property Maintenance Code
Garbage and Rubbish: International Property Maintenance Code

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

Disposition.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 17th day of December, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of December, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #8 712 Lincoln St.

WHEREAS, on the 5th day of November 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of December, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

2-037D-14-121.00, 712 Lincoln Street, Hattiesburg, MS, 39401 and better described as Lots 19 and 21 OF Block 4, McInnis, Mitchell, and Longre Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Alex Ware & Larry Hinton

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

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

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

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

Vacant Structure: International Property Maintenance Code
Overgrown Lot: International Property Maintenance Code
Garbage and Rubbish: International Property Maintenance Code

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

Disposition.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 17th day of December, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of December, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #9 714 Lincoln St.

WHEREAS, on the 5th day of November 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of December, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

2-037D-14-120.00, 714 Lincoln Street, Hattiesburg, MS, 39401 and better described as LT 20
BLK 4 McINNIS, MITCHELL, & LONGRE REC #19137

WHEREAS, the owner of the property is: Lee Taylor

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

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

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

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

Vacant Structure: International Property Maintenance Code
Overgrown Lot: International Property Maintenance Code
Garbage and Rubbish: International Property Maintenance Code

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

Disposition.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 17th day of December, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of December, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #10 715 McKinley St.

WHEREAS, on the 5th day of November 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of December, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

2-037D-14-064.00, 715 McKinley Street, Hattiesburg, MS, 39401 and better described as Lot No. 5 in Block No. 2 of the McInnis, Mitchell, Longre Subdivision of the City of Hattiesburg, Forrest County, Mississippi according to the official plat of said subdivision on file and of record in the office of the Chancery Clerk of said county.

WHEREAS, the owner of the property is: Anita Brown Marsh

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

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

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

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

Dilapidated Structure: International Property Maintenance Code
Vacant Structure: International Property Maintenance Code
Overgrown Lot: International Property Maintenance Code
Garbage and Rubbish: International Property Maintenance Code

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

Disposition.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 17th day of December, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of December, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #11 716 Lincoln St.

WHEREAS, on the 5th day of November 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of December, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

2-037D-14-119.00, 716 Lincoln Street, Hattiesburg, MS, 39401 and better described as All of Lots 21 and 22 in Block 4 of the McInnis, Mitchell, and Longre Subdivision of or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements upon said realty and all appurtenances thereunto belonging, but subject to all previously recorded and otherwise valid and outstanding reservations, exceptions, conveyances, or lense of interests in and to any oil, gas, or other minerals in, on, or under said realty.

WHEREAS, the owner of the property is: Malcolm Curtis

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

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

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

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

Dilapidated Structure: International Property Maintenance Code
Vacant Structure: International Property Maintenance Code
Overgrown Lot: International Property Maintenance Code
Garbage and Rubbish: International Property Maintenance Code

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

Disposition.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 17th day of December, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of December, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #12 718 Lincoln St

WHEREAS, on the 5th day of November 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of December, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

2-037D-14-121.00, 718 Lincoln Street, Hattiesburg, MS, 39401 and better described as Lots 19 and 21 OF Block 4, McInnis, Mitchell, and Longre Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Alex Ware & Larry Hinton

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

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

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

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

Dilapidated Structure: International Property Maintenance Code
Vacant Structure: International Property Maintenance Code
Overgrown Lot: International Property Maintenance Code
Garbage and Rubbish: International Property Maintenance Code

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

Disposition.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 17th day of December, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of December, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #13 718 Webster St

WHEREAS, on the 5th day of November 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of December, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

2-037D-14-076.00, 718 Webster Street, Hattiesburg, MS, 39401 and better described as LTS 20 & 21 BLK 2 MCINNIS, MITCHELL & LONGRE STR 14-04N-13W

WHEREAS, the owner of the property is: Emma Jackson

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

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

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

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

Dangerous Structure: International Property Maintenance Code

Vacant Structure: International Property Maintenance Code

Overgrown Lot: International Property Maintenance Code

Garbage and Rubbish: International Property Maintenance Code

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

Disposition.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 17th day of December, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of December, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #14 719 Lincoln St.

WHEREAS, on the 5th day of November 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of December, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

2-037D-14-137.00, 719 Lincoln Street, Hattiesburg, MS, 39401 and better described as Lot 3, Block 5, McInnis, Mitchell, and Longre

WHEREAS, the owner of the property is: Uqdah Mikal & Narjis Hassan

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

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

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

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

Vacant Structure: International Property Maintenance Code
Overgrown Lot: International Property Maintenance Code

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

Disposition.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 17th day of December, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of December, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #15 722 Lincoln St.

WHEREAS, on the 5th day of November 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of December, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

2-037D-14-116.00, 722 Lincoln Street, Hattiesburg, MS, 39401 and better described as Lot 24 in Block 4 of the McInnis, Mitchell, and Longre Addition to the City of Hattiesburg, Forrest County, Mississippi, Office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Hattie Mae Hinton

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

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

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

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

Vacant Structure: International Property Maintenance Code
Overgrown Lot: International Property Maintenance Code

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

Disposition.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 17th day of December, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of December, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #16 1215 Hall Ave

WHEREAS, on the 5th day of November 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of December, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

2-037D-14-128.00, 1215 Hall Ave, Hattiesburg, MS, 39401 and better described as
LT 12 BLK 5 MCINNIS, MITCHELL, & LONGRE

WHEREAS, the owner of the property is: Michael Bethley

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

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

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

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

Vacant Structure: International Property Maintenance Code
Overgrown Lot: International Property Maintenance Code

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

Disposition.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 17th day of December, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of December, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #17 1405 Penton St.

WHEREAS, on the 5th day of November 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 16th day of December, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

2-038G-15-195.00, 1405 Penton St., Hattiesburg, MS, 39401 and better described as The North 85 feet of Lot 7, Block 22, Burkett Subdivision, Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenance thereunto belonging.

WHEREAS, the owner of the property is: Thelma Ann Henry

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

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

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

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

Abandoned Structure: International Property Maintenance Code

Vacant Structure: International Property Maintenance Code

Overgrown Lot: International Property Maintenance Code

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

Disposition.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 17th day of December, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of December, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Ronda Cole, Clerk of Council

Date: Tuesday, December 17, 2019

Re: Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.
File Number: 2019-375
Minute Book #

Summary

Adopt Resolutions of Adjudication 12 17 19

Recommendation Statement

I recommend the adoption of resolutions adjudicating property maintenance costs and penalties for the properties on the attached list.

Please place this on the December 17, 2019 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

TO: Mayor and City Council

FR: Wiley Quinn, Code Enforcement Manager

DATE: December 9, 2019

RE: Adopt Resolutions of Adjudication

I recommend adopting Resolutions adjudicating and directing the placement as an assessment the cleanup cost, and Title Opinion Cost not to exceed the value of the property per State Law, against the following properties.

	<u>Owner</u>	<u>Address</u>	<u>PPIN</u>	<u>Cost</u>	<u>Ward</u>
1.	Joe Harris	16 Longino Rd.	11066	\$10,950.30	5
2.	Lorena & Thanuel Lott	116 Wisteria Drive	27309	\$11,572.86	5
3.	Hollis & Mildred Barber	742 Monroe St.	07052	\$11,735.18	5
4.	Kristi Williamson	1705 1 st Terrace	15286	\$1,777.50	4
5.	The Bank of New York	607 Graymont Ave	24991	\$424.00	4
6.	Adarrious Campbell	313 Rosa Ave.	13842	\$7,115.70	2

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Clerk’s Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4550

RESOLUTION

16 Longino Rd. HATTIESBURG, MS 39401 and better described as Section 22 Township 4N Range 13W PT LT 5 BLK 1 D E MCINNIS (ANNEXED)

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Joe Harris	16 Longino Rd.	2-038P-22-171	\$10,950.30
			Total: \$10,950.30

Section 22 Township 4N Range 13W PT LT 5 BLK 1 D E MCINNIS (ANNEXED)

Section 2. That public interest and necessity requiring same, this resolution shall become Effective immediately from and after passage.

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 17th day of December 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 17th day of December 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Clerk’s Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4550

RESOLUTION

116 Wisteria Dr. HATTIESBURG, MS 39401 and better described as Two acres off the West side of the East half (E1/2) of the North half (N1/2) of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Twenty-One (21) Township For (4) North, Range Thirteen (13) West, the same beginning at the Northwest corner and running South 220 yards, thence East 44 yards, thence North 220 yards, thence West 44 yards to the point of beginning, together with all mineral rights thereto.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Lorena & Thanuel Lott	116 Wisteria Dr.	2-038L-21-091	\$11,572.86
			Total: \$11,572.86

Two acres off the West side of the East half (E1/2) of the North half (N1/2) of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Twenty-One (21) Township For (4) North, Range Thirteen (13) West, the same beginning at the Northwest corner and running South 220 yards, thence East 44 yards, thence North 220 yards, thence West 44 yards to the point of beginning, together with all mineral rights thereto.

Section 2. That public interest and necessity requiring same, this resolution shall become Effective immediately from and after passage.

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 17th day of December 2019.

(S E A L)

ATTEST: ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 17th day of December 2019.

ATTEST: APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Clerk’s Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4550

RESOLUTION

313 Rosa Ave. HATTIESBURG, MS 39401 and better described as Lot Four (4) in Block Seven (7) of the J. H. Buschman Subdivision, of the Kamper and Lewin Survey in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereon on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Adarrious Campbell	313 Rosa Ave.	2-038B-15-224	\$7,115.70
			Total: \$7,115.70

Lot Four (4) in Block Seven (7) of the J. H. Buschman Subdivision, of the Kamper and Lewin Survey in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereon on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become Effective immediately from and after passage.

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 17th day of December 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 17th day of December 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Clerk’s Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4550

RESOLUTION

607 Graymont Ave. better described as: Lot 2, Block 1 OF THE WESTVIEW SUBDIVISION, A SUBDIVISION ACCORDING TO A MAP OR PLAT THEREOF WHICH IS ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI, IN PLAT BOOK 8 AT PAGE 31; TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
The Bank of New York	607 Graymont Ave	2-038F-16-218	\$424.00
			Total: \$424.00

Lot 2, Block 1 OF THE WESTVIEW SUBDIVISION, A SUBDIVISION ACCORDING TO A MAP OR PLAT THEREOF WHICH IS ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI, IN PLAT BOOK 8 AT PAGE 31; TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.

Section 2. That public interest and necessity requiring same, this resolution shall become Effective immediately from and after passage.

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 17th day of December 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 17th day of December 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Clerk’s Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4550

RESOLUTION

742 Monroe St. HATTIESBURG, MS 39401 and better described as Pt. Beg NE Cor S 54 ft W 108.66 ft N 54 ft 108.66 ft to beg Blk 15 J E Arledge Subdivision B 672 P. 654 6/26/92 A part of the Northwest Quarter if the Northwest Quarter (NW of the NW) of Section Thirty-Five (35), Township Four(4) North, Range Thirteen (13) West, in the County of Forrest, State of Mississippi, and more particularly described as follows to-wit:

Commence at the northwest corner of the Northwest Quarter of the Northwest Quarter (NW of the NW) of said Section, Township and Range, and run East for a distance of 721 feet, to and for the point of 97 feet, run thence South for a distance of 200 feet, run thence South for a distance of 97 feet, run thence North for a distance of 200 feet to the point of beginning, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Hollis and Mildred Barber	742 Monroe St.	2-042L-35-015	\$11,735.18
			Total: \$11,735.18

Pt. Beg NE Cor S 54 ft W 108.66 ft N 54 ft 108.66 ft to beg Blk 15 J E Arledge Subdivision B 672 P. 654 6/26/92 A part of the Northwest Quarter if the Northwest Quarter (NW of the NW) of Section Thirty-Five (35), Township Four(4) North, Range Thirteen (13) West, in the County of Forrest, State of Mississippi, and more particularly described as follows to-wit:

Commence at the northwest corner of the Northwest Quarter of the Northwest Quarter (NW of the NW) of said Section, Township and Range, and run East for a distance of 721 feet, to and for the point of 97 feet, run thence South for a distance of 200 feet, run thence South for a distance of 97 feet, run thence North for a distance of 200 feet to the point of beginning, together with all improvements thereon and appurtenances thereunto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become Effective immediately from and after passage.

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 17th day of December 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 17th day of December 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Clerk’s Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4550

RESOLUTION

1705 1st Terrace HATTIESBURG, MS 39401 and better described as part of Lot 15 and all of Lot 16, Block 2, Forrest Park Subdivision to the City of Hattiesburg, Forrest County Mississippi.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by Law Ranger on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Kristi Williamson	1705 1 st Terrace	2-039A-17-015	\$1,777.50
			Total: \$1,777.50

Part of Lot 15 and all of Lot 16, Block 2, Forrest Park Subdivision to the City of Hattiesburg, Forrest County Mississippi.

Section 2. That public interest and necessity requiring same, this resolution shall become Effective immediately from and after passage.

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

The foregoing Resolution having been reduced to writing, the same was introduced by Councilman _____, seconded by Councilman _____ and was adopted by the following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 17th day of December 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, 17th day of December 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, December 17, 2019

Re: Adopt a Resolution setting Public Hearing on Monday, February 3, 2020 at 4:00 p.m. in the City Council Chambers to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.
File Number: 2019-398
Minute Book #

Summary

Set Public Hearing 2 3 2020, Unsafe Properties

Recommendation Statement

I recommend the setting of a Public Hearing to consider the state of the listed attached properties to determine if these properties are in such a state of uncleanness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

Please place this on the December 17, 2019 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Code Enforcement Manager

DATE: December 9, 2019

RE: Set Public Hearing

The Code Enforcement Division requests that the City Council hold a Public Hearing on Monday, February 3, 2020 to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provisions of MS Code 1972, Section 21-19-11.

	Address	PPIN	Ward	Violations	Proposed Actions	Estimated Cost	Estimated Penalty
1.	113 Saratoga Circle	22714	4	OGL	Cut/clear overgrowth	\$ 2,500.00	\$ 1,500.00
2.	212 Timothy Lane	21776	4	VS/AS	Demolish Structure	\$ 3,000.00	\$ 1,500.00
3.	509 Buschman St.	15820	4	OGL	Cut/clear overgrowth	\$ 2,000.00	\$ 1,500.00
4.	518 Southern Ave.	18662	4	OGL	Cut/clear overgrowth,	\$ 1,000.00	\$ 1,500.00
5.	700 Greely St.	22075	2	OGL, GAR/RUB	Cut/clear overgrowth, Remove debris	\$ 750.00	\$ 1,500.00
6.	702 Greely St.	22076	2	OGL, GAR/RUB	Cut/clear overgrowth, Remove debris	\$ 300.00	\$ 1,500.00
7.	704 Greely St.	22077	2	OGL, GAR/RUB	Cut/clear overgrowth, Remove debris	\$ 560.00	\$ 1,500.00
8.	706 Greely St.	22078	2	OGL, GAR/RUB	Cut/clear overgrowth, Remove debris	\$ 500.00	\$ 1,500.00

9.	708 Greely St.	22079	2	OGL, GAR/RUB	Cut/clear overgrowth, Remove debris	\$ 475.00	\$ 1,500.00
10.	710 Greely St	22080	2	OGL, GAR/RUB	Cut/clear overgrowth, Remove debris	\$ 700.00	\$ 1,500.00

Garbage & Rubbish=GAR/RUB

Dilapidated Building=DB

Dangerous Structure=DS

Imminent Danger=ID

Overgrown Lot=OGL

Open Storage=OS

Unsafe Structure=US

Abandoned Vehicle=AV

Abandoned Structure=AS

Vacant Structure=VS

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

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

RESOLUTION

WHEREAS, complaint has been made to the City of Hattiesburg, Mississippi, that the following properties to wit:

<u>Address</u>	<u>PPIN #</u>	<u>Ward</u>	<u>Violations</u>
1. 133 Saratoga Circle	22714	4	AB, DB, OGL, UC, VS, DM
2. 212 Timothy Lane	21776	4	AB, DB, OGL, T&L, VS, DM
3. 509 Buschman St.	15820	2	DS, OGL, T&L, US, DM
4. 518 Southern Ave.	18662	4	OGL
5. 700 Greely St.	22075	2	OGL, GAR/RUB
6. 702 Greely St.	22076	2	OGL, GAR/RUB
7. 704 Greely St.	22077	2	OGL, GAR/RUB
8. 706 Greely St.	22078	2	OGL, GAR/RUB
9. 708 Greely St.	22079	2	OGL, GAR/RUB
10. 710 Greely St.	22080	2	OGL, GAR/RUB

are in such a state of uncleanliness so as to be a menace to the health and safety of the community;
and

WHEREAS, it is in the public interest that the City Council, on its own motion, hold hearings as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the above properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owners of the above-described properties be notified, as provided by law, of a hearing to be held by the City Council in Council Chambers of City Hall in Hattiesburg, Mississippi, at 4:00 p.m. on Monday, February 3, 2020, to determine whether or not the above- described properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 17th day of December, A.D., 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 17th day of December, A.D., 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, December 17, 2019

Re: Adopt an Ordinance filed by The City of Hattiesburg, as required in the Land Development Code, Ord. No. 3209, to amend the Land Development Code Sections 5, 7, 11 and 13 for the purpose of considering amendments to use types and/or an additional use types, conditions, policy, procedure, and definitions therefore throughout the Land Development Code and to consider amendments related to meetings of the Planning Commission and Board of Adjustment. The Planning Commission recommended to Approve on December 4, 2019.
File Number: 2019-384
Minute Book #

Summary

Adopt an Ordinance City of Hattiesburg – Amendments to the Land Development Code

Recommendation Statement

The Planning Commission recommended to Approve on December 4, 2019.

Please place this on the December 17, 2019 City Council meeting for consideration.



**Planning Commission
Case Fact Sheet**

Applicant: City of Hattiesburg

Request: To amend the Land Development Code Sections 5, 7, 11, and 13, for the purpose of considering amendments to use types and/or an additional use type, conditions, policy, procedure, and definitions therefore throughout the Land Development Code and to consider amendments related to meetings of the Planning Commission and Board of Adjustment.

Letters or Concerns stated: The Planning Division Office has received no letters relative to this case as of November 18, 2019.

Additional Information: At the November meeting staff Andrew Ellard presented a memorandum that addressed the previous two letters submitted to the Planning Commission and also discussed proposed text amendments to the LDC concerning check cashing agencies, FDIC financial institutions and the meeting dates for the Planning Commission and Board of Adjustment. At the October meeting of the Planning Commission they received two letters of concern on the matter. One letter was concerning "personal and professional services, excluding tattoo parlors" in B-1 zoning and how it can impact nearby residential zones. The other letter of concern was regarding allowing for potential small commercial neighborhood uses in residential areas. At the November Planning Commission, Chair Miller stated that the Commission needed more time to review the memorandum provided by staff and for the Commission to discuss the letters and how an additional amendment could interact with the recently adopted text amendment. Commissioner Conville motioned to table the letters and memorandum for discussion until the next meeting.

Basis for Approval: Recommend **APPROVAL** or **DENIAL** of the request to amend the Land Development Code Sections 5, 7, 11, and 13, Use Regulations and Conditions. More specifically, for the purpose of considering amendments to use types and/or an additional use

Request for **Land Code Development Code Amendment**

type, and the policy and procedure therefore throughout the Land Development Code.

The Planning Commission may approve, deny, and table at will. Minor, non-substantial changes may be made within a motion to the items presented in these amendments.

MEMORANDUM

TO: PLANNING COMMISSIONERS
FROM: ANDREW ELLARD, DIRECTOR OF URBAN DEVELOPMENT
SUBJECT: LAND DEVELOPMENT CODE AMENDMENT NOTES
DATE: 11/6/2019

Commissioners:

As you return to the discussion on land use regulations again today to address the letters written last month, I wanted to take the opportunity to present my thoughts on a couple other Land Development Code topics.

The LDC specifically calls out “check cashing agencies” in the code, which was not called out specifically in the code prior to 2017. This suggests to me that the Planning Commission specifically wanted to handle check cashing agencies differently than typical banks and mortgage companies. However, the code does not define “check cashing agencies.”

My estimation is that operations like title loan stores and payday lenders would be viewed by most in the same light as check cashing agencies, but unfortunately, our code does not mention these types of uses specifically. I believe that this is a grey area that can be easily clarified through an amendment. If the Planning Commission is in agreement, below are my suggestions:

- Amend Table 5.1 to rename “Check cashing agencies” as “Alternative financial services”.
- Amend Table 5.1 to rename “FDIC financial institutions and mortgage companies, excluding check cashing agencies” as “FDIC financial institutions and mortgage companies, excluding alternative financial service businesses”.
- Amend the Section 5.4 Condition for “Pawn Shop” to read “Conditional Uses approved in B-3 may not include Alternative financial services.”
- Amend Table 7.12 to rename “Check cashing agencies” as “Alternative financial services”.
- Amend Table 7.12 to rename “FDIC financial institutions and mortgage companies, excluding check cashing agencies” as “FDIC financial institutions and mortgage companies, excluding alternative financial service businesses”.
- Amend Section 13.2 to include a definition of “Alternative financial services business” which shall read “An establishment providing services that may include check cashing, payday lending, and/or title loan services either exclusively or as a primary service. Such establishments are typically not FDIC-insured financial institutions.”

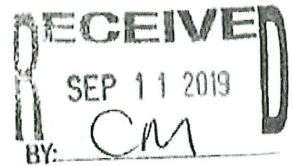
On the topic of meetings, I would also like to propose the following amendments:

- Amend Section 11.3.4 to read “Procedure: The Planning Commission shall adopt rules in accordance with the provision of these Regulations. Meetings of the Planning Commission shall be held the first Wednesday of each month at 1 pm. If/when city offices are closed due to a holiday, the meeting will be postponed to the second Wednesday of the month at 1 pm. Emergency closures will also result

in a one week postponement. All meetings of the Planning Commission shall be open to the public. The Planning Commission shall keep minutes of its meetings.

- Amend Section 11.4.3 to read “Procedure: The Board of Adjustment shall adopt rules in accordance with the provision of these Regulations. Meetings of the Board shall be held the second Wednesday of each month at 1 pm. If/when city offices are closed due to a holiday, the meeting will be postponed to the second Wednesday of the month at 1 pm. Emergency closures will also result in a one week postponement. All meetings of the Board of Adjustment shall be open to the public. The Board of Adjustment shall keep minutes of its meetings.

ae



To The Hattiesburg Planning Division:

I understand that you are in the process of making amendments and edits to the new Land Development Code. One specific area I think you need to take a look at is the conflict between the definition of B-1 Professional Business Zoning in Section 4.5.8 which describes the base purpose of the district and the list of use regulations in Section 5. I refer specifically to personal services (excluding tattoo parlors) being permitted. (I almost wonder if this is a mistake) According to Section 4.5.9., "personal services" is a use which is specific to B-2 Neighborhood Business along with retail. Please see pages 24 and 25 to see the differences in these two districts. "Personal Services" is vaguely described as "refers collectively to commercial services such as catering and cleaning that supply the personal needs of customers". There is no definition of professional services.

To my way of thinking, permitting personal services changes the whole nature of a professional business district by allowing businesses that are commercial in use and are already provided for in B-2 zoning. As stated in the B-1 description, professional businesses may be located near residential neighborhoods and that is the reason I am bringing my concerns to you.

My son lives at 1305 Adeline in the Oaks Historic District. His home and the home to his right are zoned B-1 Professional but are used as residential. The properties across the street and in back of him are residential. The corner property to the left of him has a small but two story professional office building built in the late seventies or early eighties when business zoning was recklessly being allowed to encroach on residential areas. Since he has lived there, this building has been used as a medical office and a CPA's office and has never been a problem and was never anticipated to be. But he has just learned that a new owner is going to use it for a large barbershop/salon which will be

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permitted under personal services on this professionally zoned property under the new Land Use Code. I don't think this would have been allowed under the previous code. Furthermore, there are no conditions or restrictions to protect him from the commercial nuisances of this business. There are no restrictions on business hours, and although the parking meets requirements for the size of the building, it isn't adequate for the size of the business. He was told by the plumber, that they would be putting in seven wash bowls indicating that between employees and customers, parking will be a potential problem.

So this is why I am asking that while you are refining the new ordinance that you take a serious look at what's permitted in a professional district – especially when it abuts a residential neighborhood and affects the quality of life there. There should be restrictions or conditions to protect neighborhoods anytime higher zoning has reached into areas of traditional residential use. Neighborhoods, not businesses, are what make a town a community.

Mary Halliwell
601 408-3610

22

13

22

Miles, Caroline

From: Kenneth Moye < >
Sent: Monday, September 30, 2019 12:02 PM
To: planning
Cc: Miles, Caroline; Lowrey, Ginger
Subject: Comments for Proposed Text Amendments

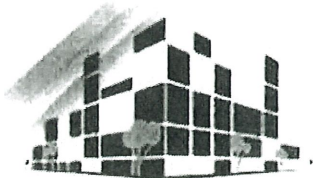
In response to changes in the Text Amendment, it would be very helpful to developers and neighborhoods to include some small neighborhood commercial uses to be allowable in some of the more intense residential zoning districts. See the following comments as input:

- Some residential zoning districts should include neighborhood commercial uses that can limit to a certain size (2500 sf or less) and use (restaurant, retail- subject to review, medical clinic or office, or similar uses). Conditional use to be approved by Planning Commission subject to public hearing and must be consistent with the Comprehensive Plan. I would suggest residential districts that R-1 or greater
- May be sufficient to include a zoning district that's not as intense as B-1 that allows small commercial neighborhood scaled business that are appropriate at certain transitional locations of a neighborhood.
- Would be great if there is opportunity to attach a Memorandum of Understanding between the neighborhood and developer to a conditional use of a property to be referenced in an ordinance and specific to that project

This is my feedback for the text amendment to be heard by the Planning Commission on today. Please let me know if any of my suggestions are considered. Thanks in advance for your assistance.

Best regards,

Kenneth Moye
Development & Architectural Services - CEO/President



K. MOYE LAND DESIGN & DEVELOPMENT, LLC

The content of this email is the confidential property of K.Moye Land Design and Development, LLC and should not be copied, modified, retransmitted, or used for any purpose except with K.Moye Land Design and Development written authorization. If you are not the intended recipient, please delete all copies and notify KMLDDC immediately.

Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4550

INDEXING INSTRUCTIONS:

**ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI**

**AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE,
ORDINANCE NUMBER 3209, AS AMENDED, SECTION 5, USE REGULATIONS AND
CONDITIONS, SECTION 7, STANDARDS OF DESIGN, SECTION 11, ADMINISTRATION
AND ENFORCEMENT, SECTION 12, PROCESS AND PROCEDURES AND SECTION 13
DEFINITIONS
FOR THE CITY OF HATTIESBURG, MISSISSIPPI.**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI:**

SECTION 1. That the Land Development Code, Ordinance Number 3209, as amended, of the City of Hattiesburg, Mississippi, be further amended as follows:

That Table 5.1 Table of Uses be amended to show "Check cashing agencies" as "Alternative financial services."

That Table 5.1 Table of Uses be amended to show "FDIC financial institutions and mortgage companies, excluding check cashing agencies" as "FDIC financial institutions and mortgage companies, excluding alternative financial service businesses."

That Table 7.12 Table of Parking Requirements be amended to show "Check cashing agencies" renamed as "Alternative financial services".

That Table 7.12 Table of Parking Requirements be amended to show "FDIC financial institutions and mortgage companies, excluding check cashing agencies" as "FDIC financial institutions and mortgage companies, excluding alternative financial service businesses".

That Section 5.4 “Condition for “Pawn Shop” be amended to read “Conditional Uses approved in B-3 may not include Alternative financial services.”

That Section 13.2 “Definitions” be amended to include a definition of “Alternative financial services business” which shall read “An establishment providing services that may include check cashing, payday lending, and/or title loan services either exclusively or as a primary service. Such establishments are typically not FDIC-insured financial institutions.”

That Section 11.3.4 be amended to read “Procedure: The Planning Commission shall adopt rules in accordance with the provision of these Regulations. Meetings of the Planning Commission shall be held the first Wednesday of each month at 1 pm. If/when city offices are closed due to a holiday, the meeting will be postponed to the second Wednesday of the month at 1 pm. Emergency closures will also result in a one-week postponement. All meetings of the Planning Commission shall be open to the public. The Planning Commission shall keep minutes of its meetings.”

That Section 11.4.3 be amended to read “Procedure: The Board of Adjustment shall adopt rules in accordance with the provision of these Regulations. Meetings of the Board shall be held the first Wednesday of each month at 3:30 pm. If/when city offices are closed due to a holiday, the meeting will be postponed to the second Wednesday of the month at 3:30 pm. Emergency closures will also result in a one-week postponement. All meetings of the Board of Adjustment shall be open to the public. The Board of Adjustment shall keep minutes of its meetings.”

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Land Development Code, Ordinance Number 3209, adopted February 21, 2017, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Councilmember _____, seconded by Council member _____, and was adopted by the following vote to-wit:

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
DECEMBER 4, 2019**

The Hattiesburg Planning Commission did meet in a regular session on December 4, 2019 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Mark Miller, Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Charles Dawe
Ricardo Bryant
Kenneth Waites

Commissioners Absent: Amy Hinton, Vice-Chair
Jeff Keyseear
Elayne Lockett

Also Present: Andrew Ellard, Director Urban Development
Regina Melson, Senior Planner
Caroline Miles, Planner
Jim Gladden, Esq.

Chair Miller declared the meeting of the Hattiesburg Planning Commission open and in session at 1:00 PM.

AGENDA REVIEW

There came the matter of the December 2019 Agenda. Chair Miller proposed moving Item A and review of the minutes (Business Items 2 and 3) to be reviewed after Item C, as the Commission may need time to discuss the items. A request was made by Chair Miller for a motion to approve the December 2019 Agenda. A motion was made to approve the December 2019 Agenda with the proposed changes by Commissioner Pickett and seconded by Commissioner Ray.

Commissioners voting aye: Mark Miller, Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Ricardo Bryant
Kenneth Waites

Commissioners voting nay: None

Commissioners absent for vote: Charles Dawe

REPORTS

BUILDING REPORT

There came the matter of the Building Permit Report. A report for November 2019 was provided by Andrew Ellard, Director.

PLANNING REPORT

There came the matter of the Planning Report by Regina Melson, Senior Planner. On November 19, the City Council voted to approve the PMU-PD for Village at the Beverly located at 15 Old Airport Rd. (HPC approval upheld), to deny the zoning change request for 914 Beverly Hills Rd. (HPC denial upheld), to approve the plat for the District at Midtown Townhomes (HPC approval upheld), and to table the Conditional Use for 912 Main St. group care facility.

Andrew Ellard, Director, stated a new Commissioner, Elayne Lockett, had been appointed by Council on December 3, 2019.

CHAIR'S REPORT

No report was given.

INTRODUCTIONS

Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item B (Rezoning Request), consider a petition filed by Ronald Blackwell, Engineer, and Bennet V. York, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain properties located on Cross Creek Parkway (Parcel 051M-11-011.0011, PPIN 38013 and a portion of Parcel 051M- 11-

011.002, PPIN 31883 and Parcel 051M-11-011.003, PPIN 31884, Ward 3) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.7, R-3 (Multi-Family Residential) District.

Chair Miller declared the Public Hearing for the Planning Commission open at 1:08 P.M. and read the rules and procedures of the hearing.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Ronald Blackwell	6652 US Hwy 98	Hattiesburg, MS
<u>Proponents:</u>	Michelle Archer Littlejohn	75 Cross Creek Pkwy	Hattiesburg, MS
<u>Opponents:</u>	None		

Ronald Blackwell presented for the zoning change request and discussed his involvement in the 2013 rezoning of that resulted in the construction of Cross Creek Village. Michelle Archer-Littlejohn spoke in favor of the request. She stated that her company, Maestri-Murrell Property, manages Cross Creek Village, the apartments across the street from the proposed rezone location; the rezone would allow for a Phase II of the multi-family development. She stated that Cross Creek Village has had 98% occupancy for the past three and a half years, consistent summer/winter waitlists, resident renewal rates of 70%, and the complex has won Best of the Pinebelt's Best Apartment Community for the years the category has been available. Commissioner Ray asked for further explanation of occupancy rates. Regarding occupancy, Ms. Archer-Littlejohn stated the nearby Lakes at Turtle Creek have similar occupancy, close to 98%. She stated there is a demand for multi-family housing within the Oak Grove School District, and particularly within the Long Leaf Elementary School district. She stated that Cross Creek Village was one of the very few apartment complexes that served Long Leaf Elementary. Commissioner Pickett asked how many units would be in the proposed complex; Ms. Archer-Littlejohn stated there would be 84.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Dawe stated that the demand for the product warrants supply. Chair Miller stated that he was not overly concerned with the zoning precedents being set due to the limited area left to build on in the vicinity.

Commissioner Dawe made a motion to approve the request for the zoning change on the basis that the character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for rezoning. Commissioner Conville seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Rhoda A. Pickett
Charlene Allshouse
Dick Conville
Ricardo Bryant
Kenneth Waites
Charles Dawe

Commissioners voting nay: None

Commissioners abstaining: Rebekah Ray

There came the matter of Item C (Conditional Use), filed by Marcell Lee, Applicant, and John Horn, Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as a “Care Center (Senior Adult Daycare Center)” for a certain property located at 89 Industrial Drive (Parcel 2-028A-05-059.00, PPIN 14275, Ward 2).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Regina Lee	89 Industrial Dr	Hattiesburg, MS
<u>Proponents:</u>	Andy Steleman	3906 Hardy	Hattiesburg, MS
<u>Opponents:</u>	None		

Regina Lee presented the request. She stated that the program would be a half-day program for ten to 25 seniors. The seniors will be provided a snack and daily meal from Coney Island. She stated that the seniors will not be self-driving but will only be picked up and dropped off each day by bus. Commissioner Dawe asked how long Ms. Lee’s lease was at the location. She stated that she is doing a lease-to-purchase on the property. Commissioner Waites asked how far of a radius does the site serve. Ms. Lee stated they have a 50 mile pick up radius.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Chair Miller stated that a care center is not an appropriate use in industrial zoning. He stated that the use should not be allowed in industrial zoning both to protect the value and use of the surrounding industrial properties and to protect the residents who would be going to the care center. Commissioner Waites stated that he had concerns about prior uses on the industrial land and the impacts it might have on the seniors. Commissioner Allshouse stated that she had mixed feelings due to the surrounding land use but also that the need for this service is great. She further stated that the Building Official said the building was sound and that Ms. Regina Lee said the seniors would not be going outside, so she was not very worried about the

seniors being exposed to anything dangerous. Commissioner Pickett stated she would like to see this use in a more compatible location, perhaps something with a more residential feel, though she did note that it was nearby to safety officials (a fire station). Commissioner Waites made a motion to approve a Conditional Use for a senior adult daycare center in I-1 zoning.

Commissioner Allhouse seconded the motion.

Commissioners voting aye Charlene Allshouse
Dick Conville
Ricardo Bryant
Kenneth Waites
Charles Dawe

Commissioners voting nay: Rhoda A. Pickett
Mark Miller, Chair
Rebekah Ray

Commissioners abstaining: None

There came the matter of **Item A (Old Business-Text Amendment)**, filed by The City of Hattiesburg, as required in the Land Development Code, Ord. No. 3209, to amend the Land Development Code Sections 5, 7, 11, and 13, for the purpose of considering amendments to use types and/or an additional use type, conditions, policy, procedure, and definitions therefore throughout the Land Development Code and to consider amendments related to meetings of the Planning Commission and Board of Adjustment.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Staff	.	
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Andrew Ellard presented Item A. He stated that he had discussed the changes to the proposed meeting times with the Board of Adjustment. Rather than meeting the second Wednesday of the month at 1 pm as stated in the provided memo, the Board would like to continue meeting on the first Wednesdays of the Month but at the set time of 3:30 pm.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Conville stated that the matter of the citizen letters should remain tabled. Commissioner Allhouse made a motion to approve the request as proposed in the provided Memo to amend LDC Section 5, 7, 13 to clarify language on alternative financial services and also to amend Section 11 for policy/procedure of the Planning Commission/Board

of Adjustment, with the correction of the Board of Adjustment's meeting time to the first Wednesday of the month at 3:30 pm. Commissioner Conville seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Charles Dawe
Kenneth Waites

Commissioners voting nay: None

Commissioners absent for vote: Ricardo Bryant

BUSINESS MEETING

Chair Miller declared the Business Meeting for the Planning Commission open at 2:21 P.M.

MINUTES REVIEW

There came the matter of the October 2, 2019 minutes. A request for corrections was made by Commissioners Ray and Conville. A motion was made by Commissioner Ray to adopt the October 2, 2019 minutes with corrections and seconded by Commissioner Conville.

Commissioners voting aye: Mark Miller, Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Charles Dawe
Kenneth Waites

Commissioners voting nay: None

Commissioners absent for vote: Ricardo Bryant

There came the matter of the November 6, 2019 minutes. A request for corrections was made by Commissioners Ray and Conville. A motion was made by Commissioner Ray to adopt the November 6, 2019 minutes with corrections and seconded by Commissioner Pickett.

Commissioners voting aye: Mark Miller, Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Charles Dawe
Kenneth Waites

Commissioners voting nay: None

Commissioners absent for vote: Ricardo Bryant

Having no further business, Commissioner Pickett made a motion to adjourn the meeting. The motion was seconded at Commissioner Allhouse. There being no further business, the meeting was adjourned at 2:50 PM.

Chair Mark Miller

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, December 17, 2019

Re: Adopt an Ordinance filed by Ronald Blackwell, Engineer, and Bennet V. York, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for certain properties located on Cross Creek Parkway from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.7, R-3 (Multi-Family Residential) District. The Planning Commission recommended to Approve on December 4, 2019.
File Number: 2019-385
Minute Book #

Summary

Adopt an Ordinance to rezone certain properties located on Cross Creek Parkway B-5 to R-3, Ward 3

Recommendation Statement

The Planning Commission recommended to Approve on December 4, 2019.

Please place this on the December 17, 2019 City Council meeting for consideration.

SUBJECT PARCEL:

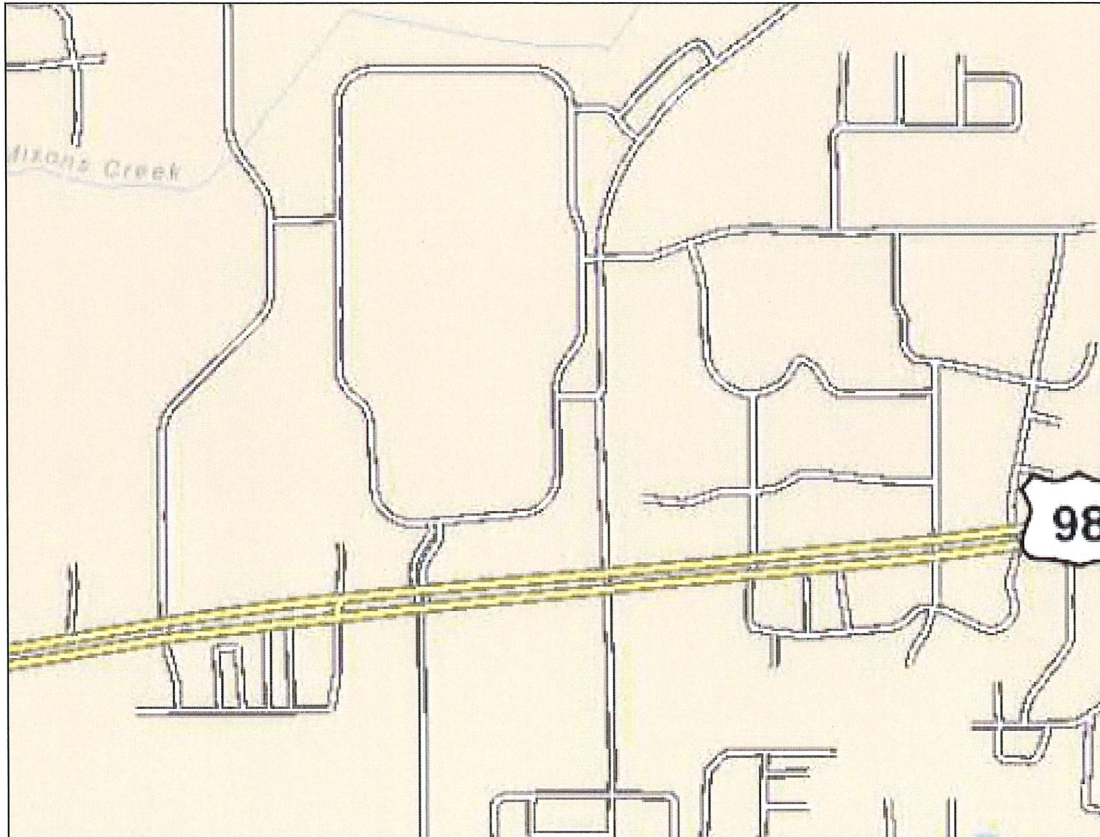
Properties along Cross Creek Parkway

Ronnie Blackwell, Engineer, and Bennett York, Owner

The petitioners request to change the zoning classification for a certain properties located on Cross Creek Parkway (Parcel 051M-11-011.0011, PPIN 38013 and a portion of Parcel 051M- 11-011.002, PPIN 31883 and Parcel 051M-11-011.003, PPIN 31884, Ward 3) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.7, R-3 (Multi-Family Residential) District



Vicinity Map—Ward 3



Zoning—B-5



Site Aerial



SURROUNDING AREA

Northern Direction: B-5 (Regional Business) District/ Undeveloped



Eastern Direction: B-5 (Regional Business) District/ Commercial Retail



Southern Direction: B-5 (Regional Business) District/ Commercial Retail



Western Direction: R-3 (Multi-Family) and B-5 (Regional Business) District/ Apartments



**Planning Commission
Case Fact Sheet**

Petitioners:	Ronald Blackwell, Engineer, and Bennet V. York, Owner		
Address of Properties:	Tax Parcels	PPIN:	Ward:
Cross Creek Parkway	Parcel 2-028D-06-048.00	38013	3
	Parcel 051M-11-011.002,	26205	
	Parcel 051M-11-011.003	31884	

Request: **Zoning Change**

Purpose of Request: To change the zoning classification for certain properties located on Cross Creek Parkway (Parcel 051M-11-011.0011, PPIN 38013 and a portion of Parcel 051M- 11-011.002, PPIN 31883 and Parcel 051M-11-011.003, PPIN 31884, Ward 3) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.7, R-3 (Multi-Family Residential) District.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4 Zoning Districts Established

4.5.12, B-5 (Regional Business) District: The purpose of the B-5 District is to provide for retail, personal and business services, offices, and financial services in locations with convenient access to the region's population consistent with comprehensive planning policies. This district is consistent with the Regional Business District in the Comprehensive Plan.

4.5.7 R-3 Multi-Family Residential District: The purpose of the R-3 District is to permit medium and high density residential uses including multi-family, two-family, and single-family structures with related recreational, religious and educational facilities. This district is consistent with the Neighborhood Conservation 1 and 2 districts in the Comprehensive Plan. This zoning district encourages protected residential neighborhoods with only

compatible supporting institutional uses and open space.

Present Zoning: These parcels are currently zoned B-5 (Regional Business District)

Present Use: Vacant undeveloped lot

Future Land Use: Regional Business District

Surrounding Zoning and Land Use:
North: R-3 (Multi-Family Residential) District / Multi-Family
South: B-5 (Regional Business) District / Commercial
East: B-5 (Regional Business) District / Commercial
West: B-5 (Regional Business) District / Commercial

Most Nearly Bounded By (streets): The parcel is accessible from the north by Cross Creek Parkway. The parcel is most nearly bounded to the south by US Highway 98 and the west by Cross Creek Parkway.

Letters or Concerns stated: The Planning Division Office has not received any letters relative to this case as of November 18, 2019.

History / Background: The applicant is proposing a multi-family development located on Cross Creek Parkway. On May 7, 2013 a property located on the west side of Cross Creek Parkway was rezoned from B-5 Regional Business District to R-3 Multi-family Residential District.

Tax maps indicate that the parcel has been further subdivided with the county without city approval of the subdivision(s).

Basis for Approval:

1. The character of the neighborhood **(has / has not)** changed substantially so that rezoning is clearly justified and there **(is / is not)** a public need for the rezoning
2. There is a mistake in the original zoning.
3. Annexation

Rezoning Information (1 page)

One of the following conditions must be met before a rezoning can be recommended.
Check the condition(s) most applicable to your request and explain in writing.

- A. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.
- B. There is a mistake in the original zoning.
- C. Annexation

Detailed explanation of condition(s) most applicable to your request: (Please print or type.)

* Oak Grove school District has a demand for housing needs

* Overall Grade A (top rank) for the school district

* Total students estimated 2,840

* 2019 High School ranked #3 in the state

* We are one of the very few apartment communities that are within the zoning for Longleaf Elementary School (ranked #3 out of Lamar County School District)

* Cross Creek Village has maintained 98% occupancy over the last 3 years

* Has a consistent waitlist

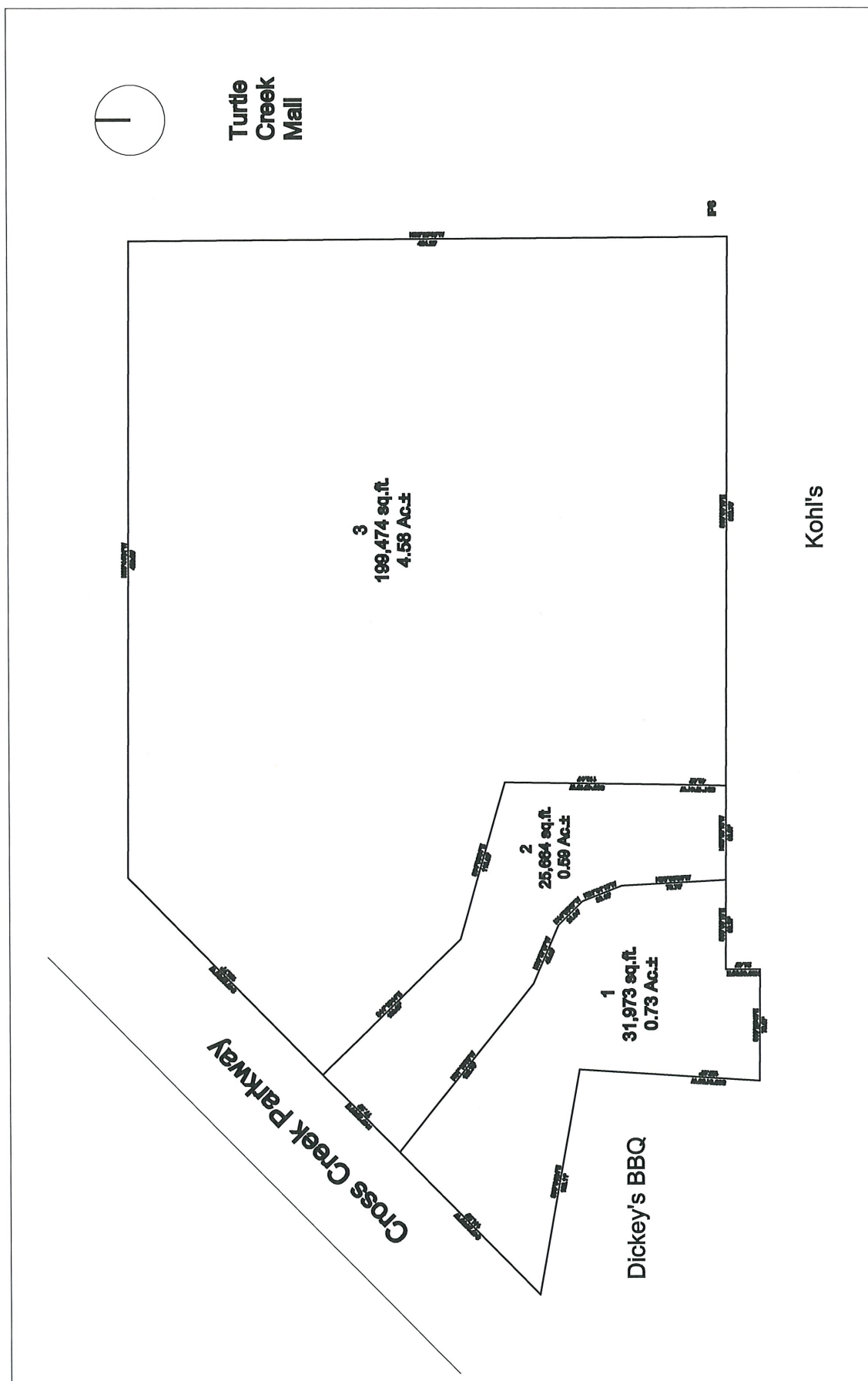
* Currently cannot offer everyone an option for a home due to high demand and occupancy

* Won Best of the Pine Belt for Apartment Community 2 years in a row (2018 and 2019)

* 70% resident renewal rate leaving minimal options for new renters

*Surrounding competitors within Oak Grove School district and Longleaf Elementary, The Lakes at Turtle Creek & Belmont, also maintain high occupancy leaving minimal options for renters to choose from

An addition of apartments will allow Cross Creek Village to meet the public's needs for housing and placement for families in high demand school districts. We have a wide range of population ranging not only from students from the universities (University of Southern Mississippi and William Carey), but also young professionals starting to grow families and the senior population. Two other rezoning events from B-5 to R-3 have occurred along Cross Creek Parkway due to the ongoing demand.





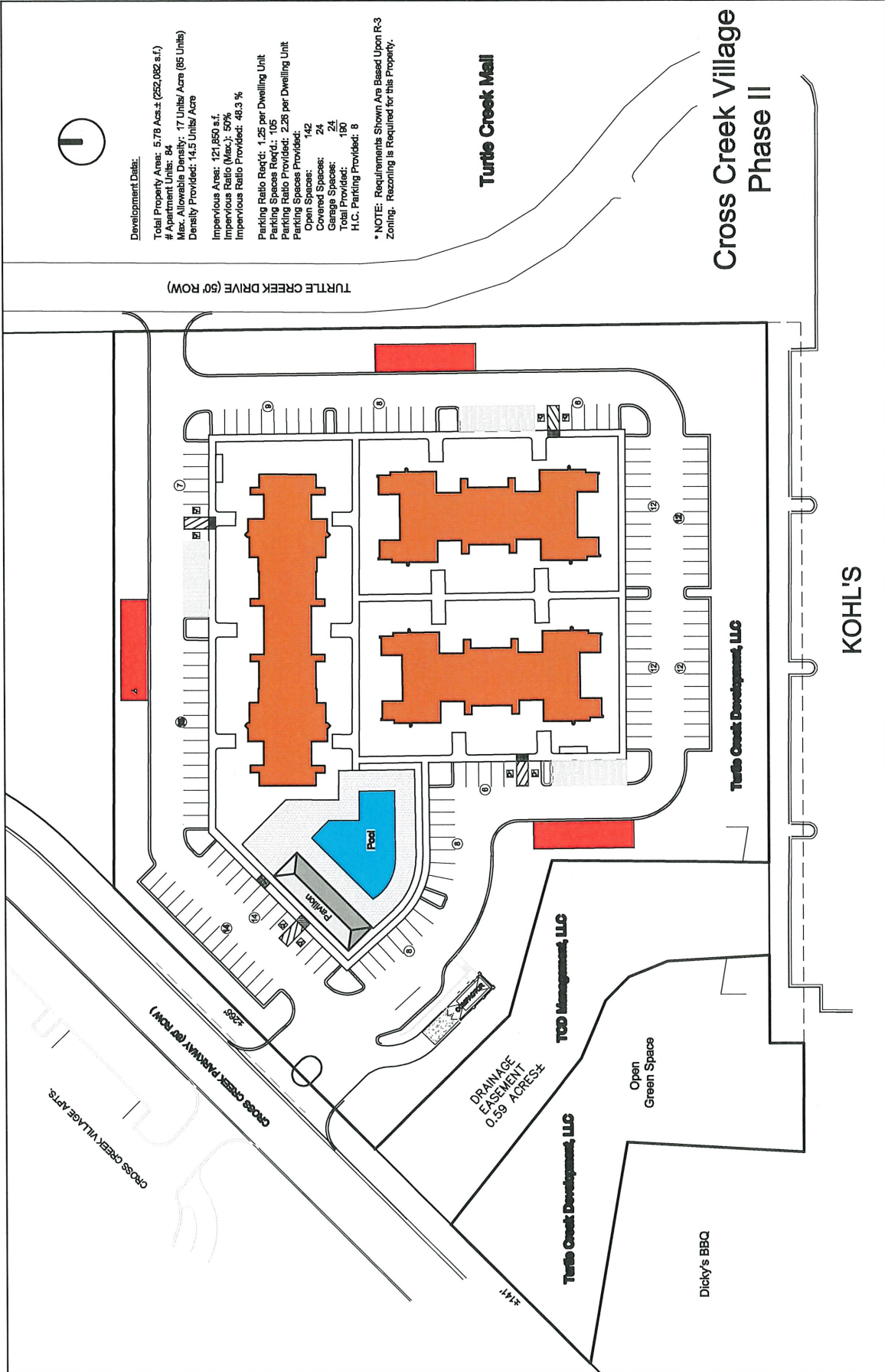
Development Data:

Total Property Area: 5.78 Acs.± (252,082 s.f.)
Apartment Units: 84
Max. Allowable Density: 17 Units/ Acre (85 Units)
Density Provided: 14.5 Units/ Acre
Impervious Area: 121,850 s.f.
Impervious Ratio (Max.): 50%
Impervious Ratio Provided: 48.3 %
Parking Ratio Req'd: 1.25 per Dwelling Unit
Parking Spaces Req'd: 105
Parking Ratio Provided: 2.28 per Dwelling Unit
Parking Spaces Provided: 142
Covered Spaces: 142
Garage Spaces: 24
Total Provided: 180
H.C. Parking Provided: 8

* NOTE: Requirements Shown Are Based Upon R-3 Zoning. Rezoning is Required for this Property.

Turtle Creek Mall

Cross Creek Village Phase II



Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4550

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI
AN ORDINANCE CHANGING AND AMENDING THE
COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE
LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
FOR THREE PROPERTIES LOCATED ON CROSS CREEK PARKWAY (051M-11-
011.0011, PPIN 38013, A PORTION OF PARCEL 051M- 11-011.002, PPIN 31883 AND
PARCEL 051M-11-011.003, PPIN 31884, WARD 3) FROM SECTION 4.5.12, B-5
(REGIONAL BUSINESS) DISTRICT TO SECTION 4.5.7, R-3 (MULTI-FAMILY
RESIDENTIAL) DISTRICT.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI:

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 3209, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to Approve said change in zoning for the following reasons:

There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property in question, based on the Comprehensive Plan.

Said properties are described as follows:

A Parcel of Land Situated in the SW 1/4 of the NW 1/4 of Section 11, Township 4 North, Range 14 West, Lamar County, Mississippi, having bearings based upon Grid North and being more Particularly Described as Follows:

Commence at a 1-1/4" metal pipe found marking the Southwest Corner of the SW 1/4 of the NW 1/4 of Section 11, Township 4 North, Range 14 West, Lamar County,

Mississippi; thence run South 89 degrees 28 minutes 40 seconds East for 571.77 feet to a found iron pin marking the SW corner of that property described in Deed Book 19-A Page 660, said point also being the POINT OF BEGINNING; thence continue South 89 degrees 28 minutes 40 seconds East along the north line of that property described in Deed Book 24-Y Page 461 for a distance of 78.67 feet to an iron pin found on the west side of that property described in Deed Book 19-G Page 93; thence run North 00 degrees 09 minutes 08 seconds East along the west line of said property described in Deed Book 19-G Page 93 for a distance of 24.45 feet to an iron pin found at the NW corner of said property; thence run South 89 degrees 39 minutes 15 seconds East along the north line of said parcel for a distance of 63.27 feet to the west line of that property described in Deed Book 19-F Page 364 thence run in a northerly direction along the west line of said property the following calls: North 03 degrees 06 minutes 06 seconds West for 73.75 feet; thence North 21 degrees 31 minutes 13 seconds West for 30.10 feet; thence North 44 degrees 50 minutes 47 seconds West for 24.04 feet; thence North 66 degrees 37 minutes 07 seconds West for 45.08 feet; thence North 51 degrees 18 minutes 59 seconds West for 152.79 feet to the east right-of-way of Cross Creek Parkway; thence run South 45 degrees 26 minutes 05 seconds West along said right-of-way for 141.93 feet to the NW corner of that property described in Deed Book 19-A Page 660 thence run South 79 degrees 54 minutes 24 seconds East along the north line of said property for 162.11 feet to an iron pin found; thence run South 03 degrees 31 minutes 38 seconds West along the east line of said property for 127.67 feet back to the Point of Beginning. Said parcel contains 0.73 acres, more or less.

AND ALSO:

A Parcel of Land Situated in the SW 1/4 of the NW 1/4 of Section 11, Township 4 North, Range 14 West, Lamar County, Mississippi, having bearings based upon Grid North and being more Particularly Described as Follows:

Commence at a 1-1/4" metal pipe found marking the Southwest Corner of the SW 1/4 of the NW 1/4 of Section 11, Township 4 North, Range 14 West, Lamar County, Mississippi; thence run South 89 degrees 28 minutes 40 seconds East for 571.77 feet to a found iron pin marking the SW corner of that property described in Deed Book 19-A Page 660; thence continue South 89 degrees 28 minutes 40 seconds East along the north line of that property described in Deed Book 24-Y Page 461 for a distance of 78.67 feet to an iron pin found on the west side of that property described in Deed Book 19-G Page 93; thence run North 00 degrees 09 minutes 08 seconds East along the west line of said property described in Deed Book 19-G Page 93 for a distance of 24.45 feet to an iron pin found at the NW corner of said property; thence run North 89 degrees 39 minutes 15 seconds West along the north line of said parcel for a distance of 63.27 feet to the west line of that property described in Deed Book 19-F Page 364, said point also being the POINT OF BEGINNING; thence run in a northerly direction along the west line of said property the following calls: North 03 degrees 06 minutes 06 seconds West for 73.75 feet; thence North 21 degrees 31 minutes 13 seconds West for 30.10 feet; thence North 44

degrees 50 minutes 47 seconds West for 24.04 feet; thence North 66 degrees 37 minutes 07 seconds West for 45.08 feet; thence North 51 degrees 18 minutes 59 seconds West for 152.79 feet to the east right-of-way of Cross Creek Parkway; thence run North 45 degrees 26 minutes 05 seconds East along said right-of-way for 77.10 feet to east line of that property described in Deed Book 19-F Page 364; thence run in a southerly direction along the east line of said property the following calls: South 44 degrees 16 minutes 44 seconds East for 136.97; thence South 74 degrees 06 minutes 01 second East for 115.65 feet; thence South 00 degrees 46 minutes 19 seconds West for 116.44 feet; thence South 01 degrees 17 minutes 41 seconds West for 40.42 feet to the north line of that property described in Deed Book 19-G Page 93; thence run North 89 degrees 39 minutes 15 seconds West along the north line of said property for 66.67 feet back to the Point of Beginning. Said parcel contains 0.59 acres, more or less.

AND ALSO:

A Parcel of Land Situated in the SW 1/4 of the NW 1/4 of Section 11, Township 4 North, Range 14 West, Lamar County, Mississippi, having bearings based upon Grid North and being more Particularly Described as Follows:

Commence at a 1-1/4" metal pipe found marking the Southwest Corner of the SW 1/4 of the NW 1/4 of Section 11, Township 4 North, Range 14 West, Lamar County, Mississippi; thence run South 89 degrees 28 minutes 40 seconds East for 571.77 feet to a found iron pin marking the SW corner of that property described in Deed Book 19-A Page 660; thence continue South 89 degrees 28 minutes 40 seconds East along the north line of that property described in Deed Book 24-Y Page 461 for a distance of 78.67 feet to an iron pin found on the west side of that property described in Deed Book 19-G Page 93; thence run North 00 degrees 09 minutes 08 seconds East along the west line of said property described in Deed Book 19-G Page 93 for a distance of 24.45 feet to an iron pin found at the NW corner of said property; thence run North 89 degrees 39 minutes 15 seconds West along the north line of said parcel for a distance of 129.94 feet to the east line of that property described in Deed Book 19-F Page 364, said point also being the POINT OF BEGINNING; thence continue South 89 degrees 39 minutes 15 seconds East along the north line of that property described in Deed Book 19-G Page 93 for a distance of 388.70 feet to a point on the west line of the Re-subdivision of Commercial Mall Complex, Second Filing; thence run North 00 degrees 23 minutes 45 seconds West along said west line for a distance of 424.29 feet to the SE corner of that property described in Deed Book 27-D Page 542; thence run North 89 degrees 44 minutes 31 seconds West along the south line of said property for a distance of 450.65 feet to the eastern right-of-way of Cross Creek Parkway; thence run South 45 degrees 26 minutes 05 seconds West along said right-of-way for a distance of 195.77 feet to the east line of that property described in Deed Book 19-F Page 364; thence run in a southerly direction along the east line of said property the following calls: South 44 degrees 16 minutes 44 seconds East for 136.97; thence South 74 degrees 06 minutes 01 second East for 115.65 feet; thence South 00 degrees 46 minutes 19 seconds West for 116.44 feet; thence South 01 degrees 17 minutes 41 seconds West for 40.42 feet back to the Point of Beginning. Said parcel

contains 4.58 acres, more or less.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Land Development Code Ordinance No. 3209, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
DECEMBER 4, 2019**

The Hattiesburg Planning Commission did meet in a regular session on December 4, 2019 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Mark Miller, Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Charles Dawe
Ricardo Bryant
Kenneth Waites

Commissioners Absent: Amy Hinton, Vice-Chair
Jeff Keyseear
Elayne Lockett

Also Present: Andrew Ellard, Director Urban Development
Regina Melson, Senior Planner
Caroline Miles, Planner
Jim Gladden, Esq.

Chair Miller declared the meeting of the Hattiesburg Planning Commission open and in session at 1:00 PM.

AGENDA REVIEW

There came the matter of the December 2019 Agenda. Chair Miller proposed moving Item A and review of the minutes (Business Items 2 and 3) to be reviewed after Item C, as the Commission may need time to discuss the items. A request was made by Chair Miller for a motion to approve the December 2019 Agenda. A motion was made to approve the December 2019 Agenda with the proposed changes by Commissioner Pickett and seconded by Commissioner Ray.

Commissioners voting aye: Mark Miller, Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Ricardo Bryant
Kenneth Waites

Commissioners voting nay: None

Commissioners absent for vote: Charles Dawe

REPORTS

BUILDING REPORT

There came the matter of the Building Permit Report. A report for November 2019 was provided by Andrew Ellard, Director.

PLANNING REPORT

There came the matter of the Planning Report by Regina Melson, Senior Planner. On November 19, the City Council voted to approve the PMU-PD for Village at the Beverly located at 15 Old Airport Rd. (HPC approval upheld), to deny the zoning change request for 914 Beverly Hills Rd. (HPC denial upheld), to approve the plat for the District at Midtown Townhomes (HPC approval upheld), and to table the Conditional Use for 912 Main St. group care facility.

Andrew Ellard, Director, stated a new Commissioner, Elayne Lockett, had been appointed by Council on December 3, 2019.

CHAIR'S REPORT

No report was given.

INTRODUCTIONS

Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item B (Rezoning Request), consider a petition filed by Ronald Blackwell, Engineer, and Bennet V. York, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain properties located on Cross Creek Parkway (Parcel 051M-11-011.0011, PPIN 38013 and a portion of Parcel 051M- 11-

011.002, PPIN 31883 and Parcel 051M-11-011.003, PPIN 31884, Ward 3) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.7, R-3 (Multi-Family Residential) District.

Chair Miller declared the Public Hearing for the Planning Commission open at 1:08 P.M. and read the rules and procedures of the hearing.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Ronald Blackwell	6652 US Hwy 98	Hattiesburg, MS
<u>Proponents:</u>	Michelle Archer Littlejohn	75 Cross Creek Pkwy	Hattiesburg, MS
<u>Opponents:</u>	None		

Ronald Blackwell presented for the zoning change request and discussed his involvement in the 2013 rezoning of that resulted in the construction of Cross Creek Village. Michelle Archer-Littlejohn spoke in favor of the request. She stated that her company, Maestri-Murrell Property, manages Cross Creek Village, the apartments across the street from the proposed rezone location; the rezone would allow for a Phase II of the multi-family development. She stated that Cross Creek Village has had 98% occupancy for the past three and a half years, consistent summer/winter waitlists, resident renewal rates of 70%, and the complex has won Best of the Pinebelt's Best Apartment Community for the years the category has been available. Commissioner Ray asked for further explanation of occupancy rates. Regarding occupancy, Ms. Archer-Littlejohn stated the nearby Lakes at Turtle Creek have similar occupancy, close to 98%. She stated there is a demand for multi-family housing within the Oak Grove School District, and particularly within the Long Leaf Elementary School district. She stated that Cross Creek Village was one of the very few apartment complexes that served Long Leaf Elementary. Commissioner Pickett asked how many units would be in the proposed complex; Ms. Archer-Littlejohn stated there would be 84.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Dawe stated that the demand for the product warrants supply. Chair Miller stated that he was not overly concerned with the zoning precedents being set due to the limited area left to build on in the vicinity.

Commissioner Dawe made a motion to approve the request for the zoning change on the basis that the character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for rezoning. Commissioner Conville seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Rhoda A. Pickett
Charlene Allshouse
Dick Conville
Ricardo Bryant
Kenneth Waites
Charles Dawe

Commissioners voting nay: None

Commissioners abstaining: Rebekah Ray

There came the matter of Item C (Conditional Use), filed by Marcell Lee, Applicant, and John Horn, Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as a “Care Center (Senior Adult Daycare Center)” for a certain property located at 89 Industrial Drive (Parcel 2-028A-05-059.00, PPIN 14275, Ward 2).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Regina Lee	89 Industrial Dr	Hattiesburg, MS
<u>Proponents:</u>	Andy Steleman	3906 Hardy	Hattiesburg, MS
<u>Opponents:</u>	None		

Regina Lee presented the request. She stated that the program would be a half-day program for ten to 25 seniors. The seniors will be provided a snack and daily meal from Coney Island. She stated that the seniors will not be self-driving but will only be picked up and dropped off each day by bus. Commissioner Dawe asked how long Ms. Lee’s lease was at the location. She stated that she is doing a lease-to-purchase on the property. Commissioner Waites asked how far of a radius does the site serve. Ms. Lee stated they have a 50 mile pick up radius.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Chair Miller stated that a care center is not an appropriate use in industrial zoning. He stated that the use should not be allowed in industrial zoning both to protect the value and use of the surrounding industrial properties and to protect the residents who would be going to the care center. Commissioner Waites stated that he had concerns about prior uses on the industrial land and the impacts it might have on the seniors. Commissioner Allshouse stated that she had mixed feelings due to the surrounding land use but also that the need for this service is great. She further stated that the Building Official said the building was sound and that Ms. Regina Lee said the seniors would not be going outside, so she was not very worried about the

seniors being exposed to anything dangerous. Commissioner Pickett stated she would like to see this use in a more compatible location, perhaps something with a more residential feel, though she did note that it was nearby to safety officials (a fire station). Commissioner Waites made a motion to approve a Conditional Use for a senior adult daycare center in I-1 zoning.

Commissioner Allhouse seconded the motion.

Commissioners voting aye Charlene Allshouse
Dick Conville
Ricardo Bryant
Kenneth Waites
Charles Dawe

Commissioners voting nay: Rhoda A. Pickett
Mark Miller, Chair
Rebekah Ray

Commissioners abstaining: None

There came the matter of **Item A (Old Business-Text Amendment)**, filed by The City of Hattiesburg, as required in the Land Development Code, Ord. No. 3209, to amend the Land Development Code Sections 5, 7, 11, and 13, for the purpose of considering amendments to use types and/or an additional use type, conditions, policy, procedure, and definitions therefore throughout the Land Development Code and to consider amendments related to meetings of the Planning Commission and Board of Adjustment.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Staff	.	
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Andrew Ellard presented Item A. He stated that he had discussed the changes to the proposed meeting times with the Board of Adjustment. Rather than meeting the second Wednesday of the month at 1 pm as stated in the provided memo, the Board would like to continue meeting on the first Wednesdays of the Month but at the set time of 3:30 pm.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Conville stated that the matter of the citizen letters should remain tabled. Commissioner Allhouse made a motion to approve the request as proposed in the provided Memo to amend LDC Section 5, 7, 13 to clarify language on alternative financial services and also to amend Section 11 for policy/procedure of the Planning Commission/Board

of Adjustment, with the correction of the Board of Adjustment's meeting time to the first Wednesday of the month at 3:30 pm. Commissioner Conville seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Charles Dawe
Kenneth Waites

Commissioners voting nay: None

Commissioners absent for vote: Ricardo Bryant

BUSINESS MEETING

Chair Miller declared the Business Meeting for the Planning Commission open at 2:21 P.M.

MINUTES REVIEW

There came the matter of the October 2, 2019 minutes. A request for corrections was made by Commissioners Ray and Conville. A motion was made by Commissioner Ray to adopt the October 2, 2019 minutes with corrections and seconded by Commissioner Conville.

Commissioners voting aye: Mark Miller, Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Charles Dawe
Kenneth Waites

Commissioners voting nay: None

Commissioners absent for vote: Ricardo Bryant

There came the matter of the November 6, 2019 minutes. A request for corrections was made by Commissioners Ray and Conville. A motion was made by Commissioner Ray to adopt the November 6, 2019 minutes with corrections and seconded by Commissioner Pickett.

Commissioners voting aye: Mark Miller, Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Charles Dawe
Kenneth Waites

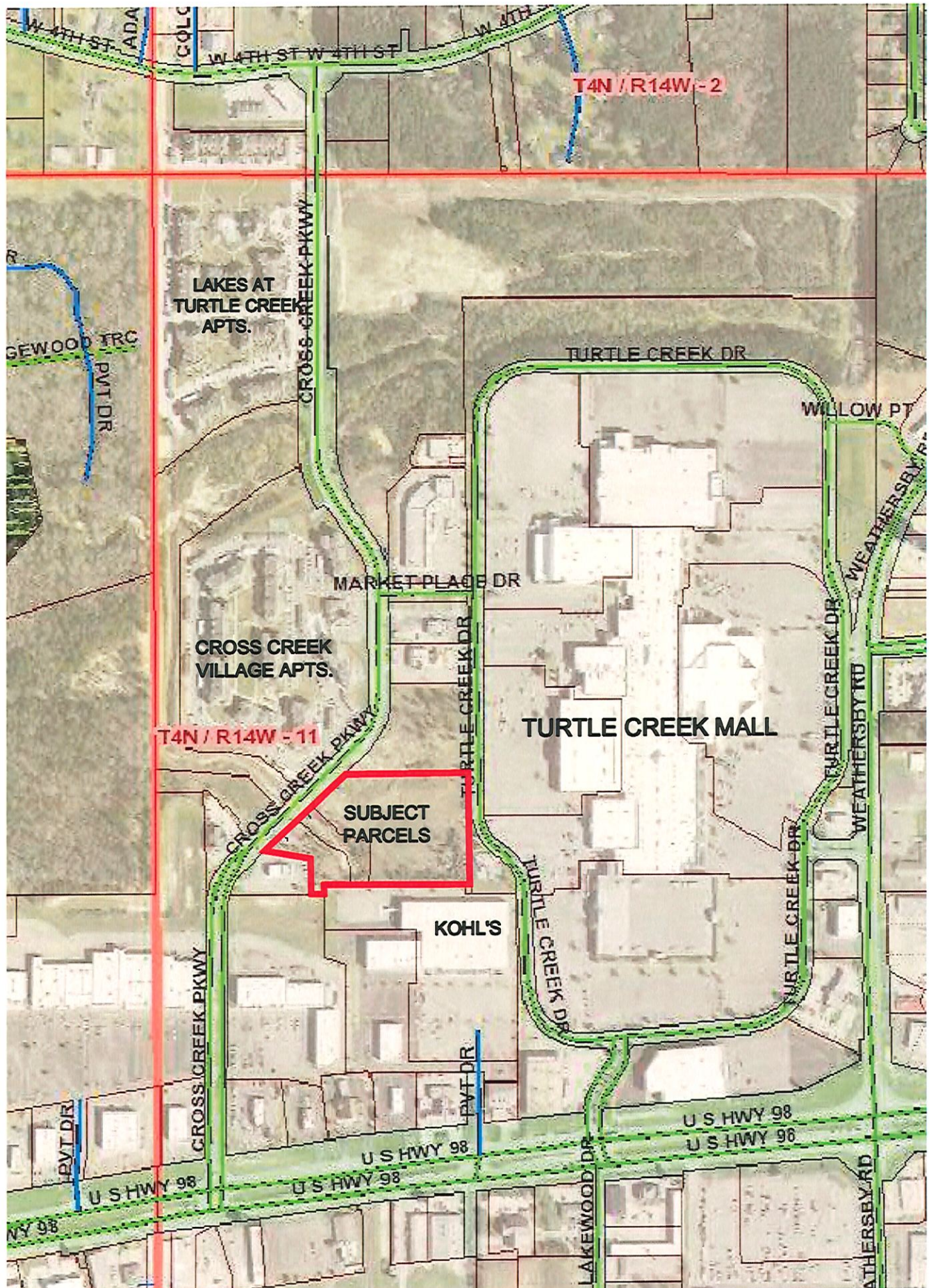
Commissioners voting nay: None

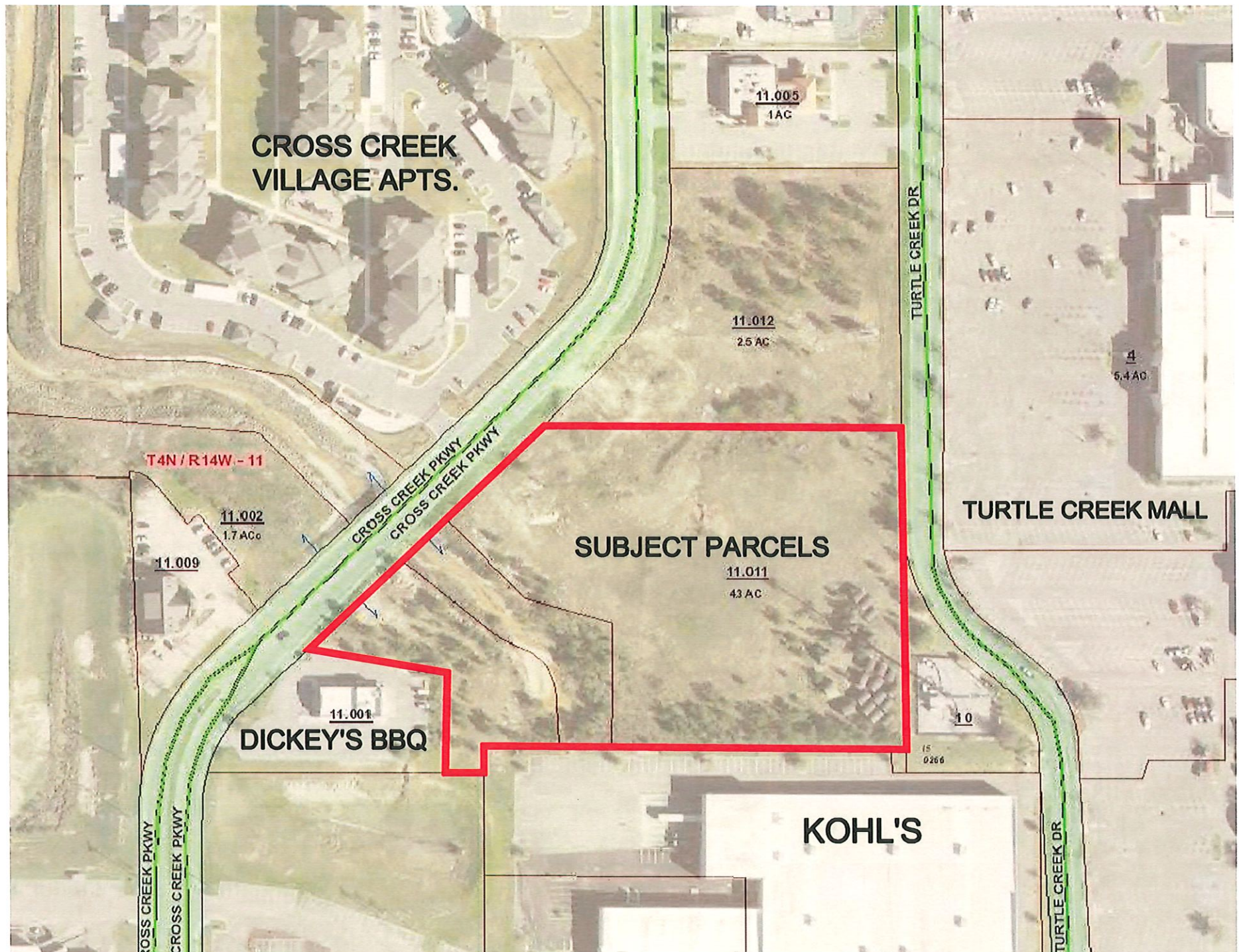
Commissioners absent for vote: Ricardo Bryant

Having no further business, Commissioner Pickett made a motion to adjourn the meeting. The motion was seconded at Commissioner Allhouse. There being no further business, the meeting was adjourned at 2:50 PM.

Chair Mark Miller

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager



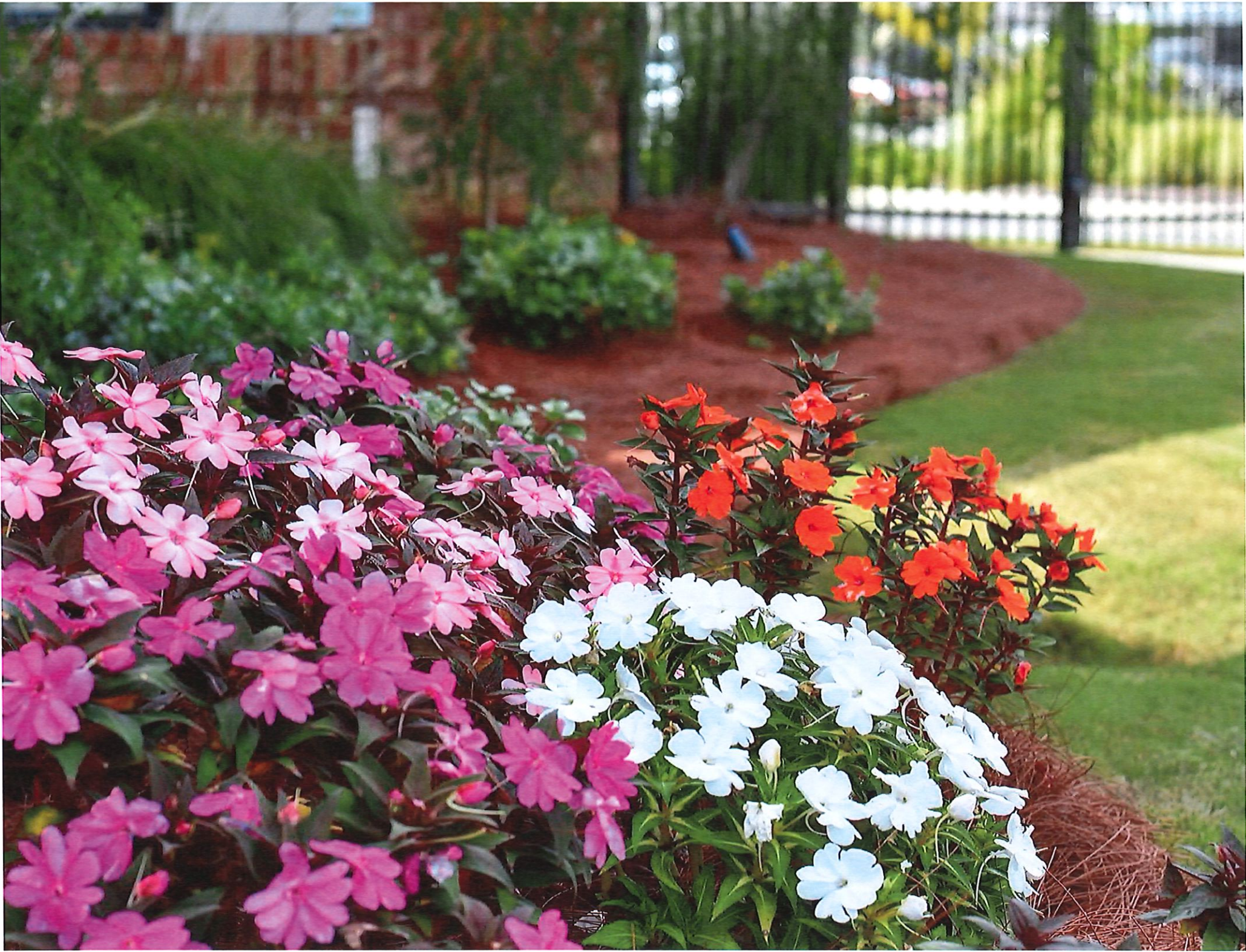


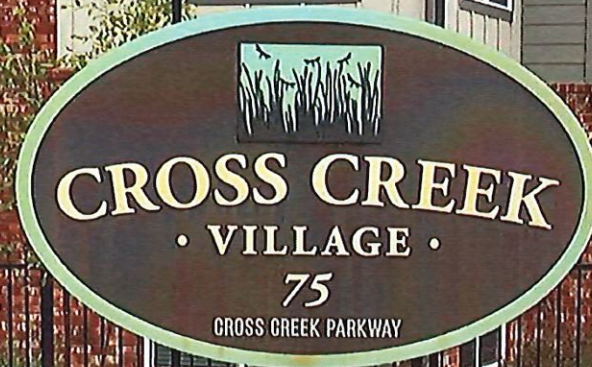












CROSS CREEK

• VILLAGE •

75

CROSS CREEK PARKWAY













Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, December 17, 2019

Re: Approve or Deny a petition filed by Kerri Little, Munn Enterprises, Contractor, and Pediatrtrust, Owner, as required in the Land Development Code, Ord. No. 3209, to request a sign variance from Section 10 Table 10.6-2 Monument Sign "Side Setback", and allow for a side setback variance of fourteen (14) feet for a proposed sign to be located at 401 S. 40th Avenue. The Board of Adjustment recommended to Approve on December 4, 2019.
File Number: 2019-387
Minute Book #

Summary

401 S. 40th Avenue – 1 Sign Variance, Ward 3

Recommendation Statement

The Board of Adjustment recommended to Approve on December 4, 2019.

Please place this on the December 17, 2019 City Council meeting for consideration.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG BOARD OF ADJUSTMENT
DECEMBER 4, 2019**

The Hattiesburg Board of Adjustment did meet in a regular session on December 4, 2019, immediately following the Planning Commission agenda at 3:05 PM at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Rebekah Ray, Vice-Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

Board Members Present: Rebekah Ray, Vice-Chair
Dick Conville
Shawn Harris
Kenneth Waites
Lucy Parkman

Board Members Absent: Amy Hinton, Chair
James Trussell

Also Present: Andrew Ellard, Director Urban Development
Regina Melson, Senior Planner
Caroline Miles, Planner
Jim Gladden, Esq.

Vice-Chair Ray declared the meeting of the Hattiesburg Board of Adjustment open and in session at 3:05 PM.

AGENDA REVIEW

There came the matter of the December 2019 Agenda. A request was made by Vice-Chair Ray for a motion to approve the December 2019 Agenda. A motion was made to approve the December 2019 Agenda by Shawn Harris and seconded by Dick Conville.

Board Members voting aye: Rebekah Ray, Vice-Chair
Dick Conville
Shawn Harris
Kenneth Waites
Lucy Parkman

Board Members voting nay: None

MINUTES REVIEW

There came the matter of the November 6, 2019, minutes. Vice-Chair Ray requested a correction. A request was made by Vice-Chair Ray for a motion to approve the November 6, 2019 minutes. A motion was made by Shawn Harris to approve the minutes with corrections and was seconded by Kenneth Waites.

Board Members voting aye: Rebekah Ray, Vice-Chair
Dick Conville
Shawn Harris
Kenneth Waites
Lucy Parkman

Board Members voting nay: None

REPORTS

PLANNING REPORT

Regina Melson provided the Planning Report. On November 19, City approved setback and landscape variances at 3319 Hardy Street (BOA approval upheld) and denied a sign variance at 8 Park Place (BOA denial upheld).

CHAIR'S REPORT

No report was provided.

INTRODUCTIONS

Board members introduced themselves. Mrs. Lucy Parkman, the newest Board member, gave a short introduction about herself.

PUBLIC HEARING – BOARD OF ADJUSTMENT

Vice-Chair Ray declared the Public Hearing for the Board of Adjustment open at 3:15 PM.

There came the matter of Item A (Sign Setback), Kerri Little, Munn Enterprises, Contractor, and Pediatrtrust, Owner, as required in the Land Development Code, Ord. No. 3209, to request a variance from Section 10 Table 10.6-2 Monument Sign “Side Setback”, “15’ (min)”, and instead allow for a side setback of one (1) foot for a side setback variance of fourteen (14) feet for a proposed sign to be located at 401 S. 40th Avenue (Parcel 051R-12.044.000, PPIN 9323, Ward 3).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Chad Ray	7712 US Hwy 49	Hattiesburg, MS

Proponents: Tommy Pittinger 6700 Jefferson #12, Ste. B Baton Rouge, LA
Opponents: None

Chad Ray presented the variance request stating that if the sign met required setbacks, the sign would be located in a drive aisle; currently both drive aisles are needed, as they are utilized by the busses that pick-up/drop-off students. Tommy Pittinger spoke in favor of the request and explained that Pediatrix could not eliminate any parking, as it was currently all needed for employees and parents. Shawn Harris requested Mr. Pittinger provide a history of the building and parking. Mr. Pittinger stated Pediatrix purchased the building in early 2015. They had to rezone the property for the current use and had to add more parking spaces to meet minimum required parking for use. Mr. Harris also inquired as to whether Pediatrix had exhausted all other sign options before asking for the variance, such as adding signage to the stack above the entrance. Mr. Ray stated that there would have to be heavy modification of the stack to allow for sign to be applied to that portion of the building. Even if signage was applied to that portion of the building, the visibility of the signage would be poor compared to the proposed monument sign.

Vice-Chair Ray declared the Public Hearing closed and the Business Meeting open to vote on the request. Shawn Harris made a motion to approve the side setback variance request. The approval is based on the following criteria: Hardship, there hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant and there are exceptional conditions creating undue hardship applicable only to the property involved or intended use which do not apply generally to the other lands or uses within the same zoning district; Reasonable Use, the applicant cannot make reasonable use of the property without the requested variance; Minimum Required, the granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure; Conformance with the Purposes of this Code, the granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code. Dick Conville seconded the motion.

Board Members voting aye: Rebekah Ray, Vice-Chair
 Dick Conville
 Shawn Harris
 Lucy Parkman

Board Members voting nay: None

Board Members abstaining: None

Board Members absent for vote: Kenneth Waites

BUSINESS MEETING

There being no further business, the meeting was adjourned at 3:47 PM. Dick Conville made a motion to adjourn the meeting. The motion was seconded by Shawn Harris.

Rebekah Ray, Vice-Chair

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager

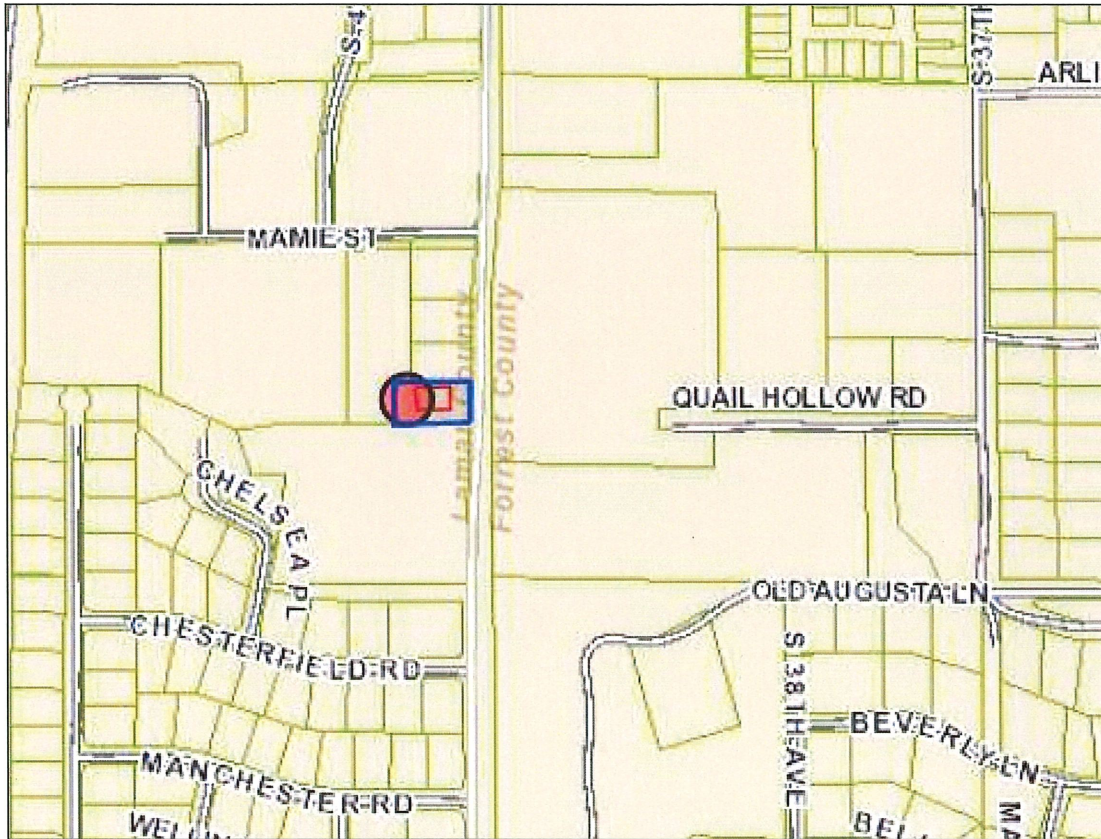
SUBJECT PARCEL: 401 S. 40th Ave.

Kerri Little, Contractor, and Pediatrtrust, Owner

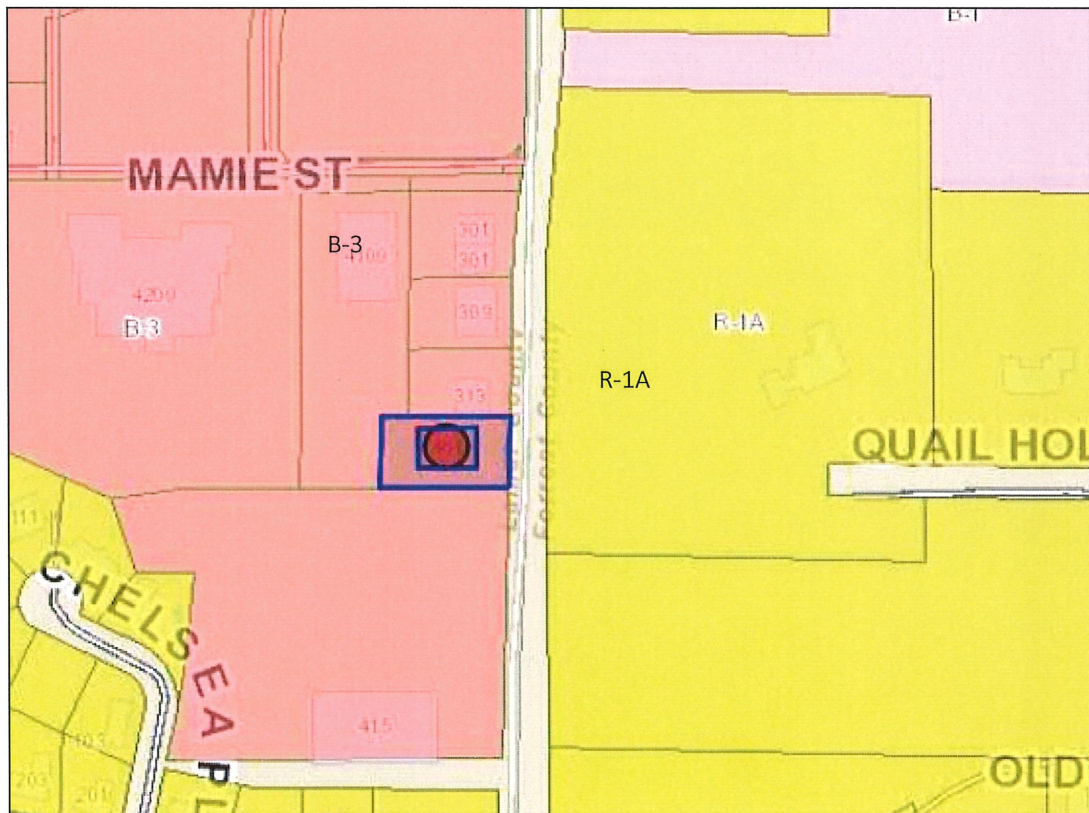
The petitioners request a variance from Section 10 Table 10.6-2 Monument Sign "Side Setback", "15' (min)", and instead allow for a side setback of one (1) foot for a side setback variance of fourteen (14) feet for a proposed sign to be located at 401 S. 40th Avenue (Parcel 051R-12.044.000, PPIN 9323, Ward 3).



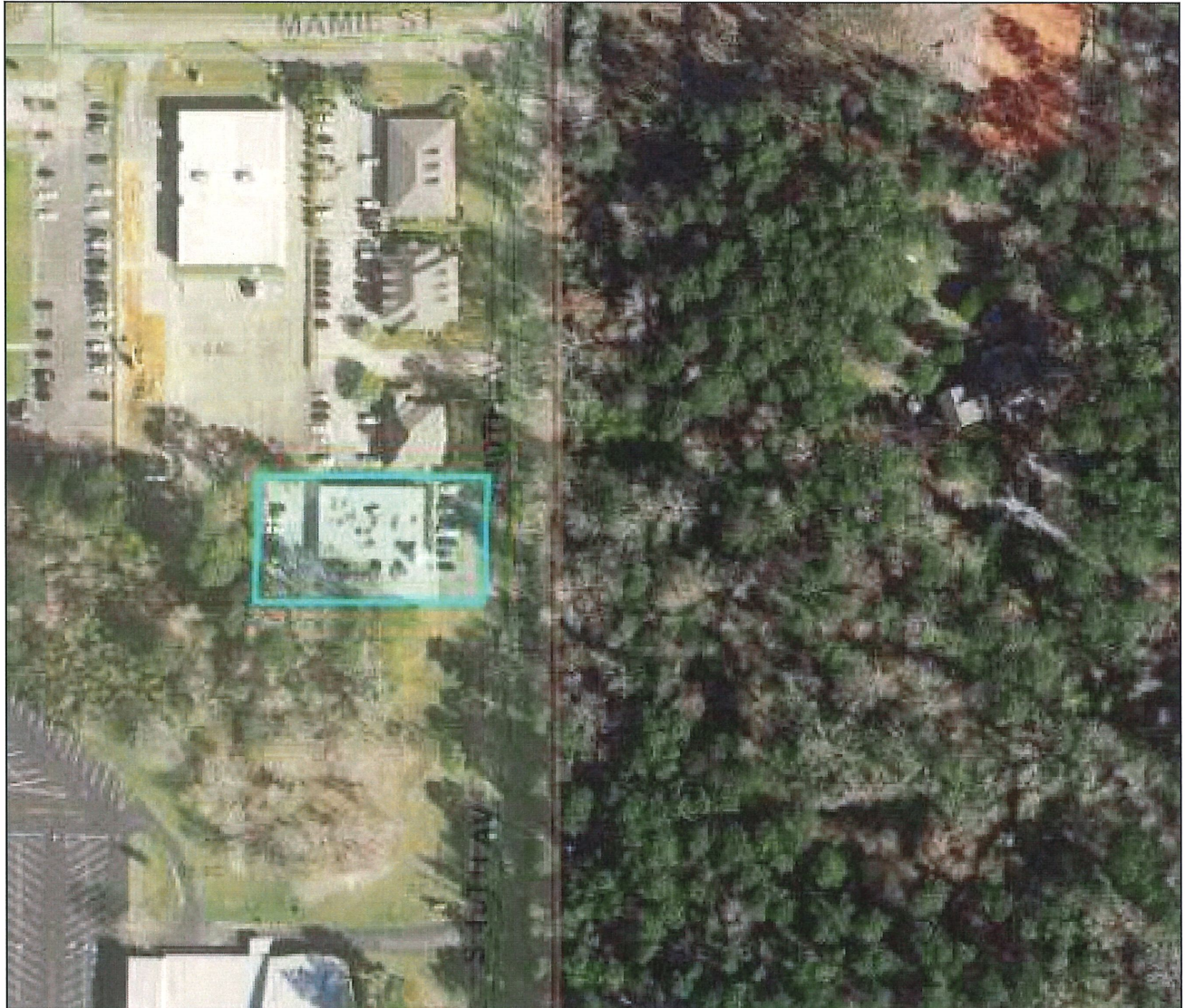
Vicinity Map—Ward 3



Zoning—B-3



Site Aerial



SURROUNDING AREA

Northern Direction: B-3 (Community Business) District/ Medical Office



Eastern Direction: R-1A (Single Family Residential) District/ Undeveloped



Southern Direction: B-3 (Community Business) District/ Greenspace/Church

Western Direction: B-3 (Community Business) District/ Administrative Office





**Board of Adjustment
Case Fact Sheet**

Names of Petitioners: Kerri Little, Munn Enterprises, Contractor, and Pediatrtrust, Owner

Address of Property: 401 S. 40th Avenue
Tax Parcel: 051R-12.044.000
PPIN: 9323
Ward: 3

Request: **Monument Sign Side Setback Variance**

Purpose of Request: To request a variance from Section 10 Table 10.6-2 Monument Sign "Side Setback", "15' (min)", and instead allow for a side setback of one (1) foot for a side setback variance of fourteen (14) feet for a proposed sign to be located at 401 S. 40th Avenue (Parcel 051R-12.044.000, PPIN 9323, Ward 3).

Applicant Summary: See Attached Variance Information sheet.

Applicable Regulations:

Table 10.6 - 2 Dimensional Requirements By Sign Type					
Sign Type	Sign Height/Width (max)	Sign Message Area (max) (sq. ft.)	Setback (min.)		Additional Criteria
			Front	Side	
Monument Sign	10'/None	All applicable zones except I-1 and I-2 - 50 sq. ft.	5'	15'	1 per 500' of street frontage /2 corner lot (1 per street) w/ 150' min. street frontage for any on premises freestanding sign; bottom edge of message area min 18" /max 30" above ground, includes multitenant signs
		For I-1 and I-2 - 72 sq. ft.			

Present Zoning: B-3 (Community Business District)

Present Use: Medical office

**Surrounding Zoning
and Land Use:**

North: B-3 (Community Business) District / Medical Office
South: B-3 (Community Business) District / Church
East: R-1A (Single-Family Residential) District / Undeveloped
West: B-3 (Community Business) District / Administrative Office

**Most Nearly
Bounded By (streets):**

The property is bounded to the north by Mamie Street and the south by Chesterfield Road.

**Letters or
Concerns stated:**

The applicant submitted letters of support from surrounding business owners. The Planning Division has not received any additional letters or other written communications relative to this case, as of November 18, 2019.

History / Background:

The rezone for this property was approved by City Council on September 22, 2015, rezoning the property from B-1 to B-3.

Basis for Approval (12.4.1.1):

I. Hardship.

- The hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant.
- There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

II. Special Privilege. A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

III. Literal Interpretation. The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

IV. Reasonable Use. The applicant cannot make reasonable use of the property without the requested variance.

V. Minimum Required. The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

VI. Conformance with the Purposes of this Code. The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

Variance Information

The Board of Adjustment has the responsibility to hear and make recommendation on requests for variances to the requirements of this Code (per Section 11.4.). Section 12.4.1 Variances are departures from the standards of the Land Development Code, except land use, which will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a result of the action of the applicant, a literal enforcement of this Code would result in unnecessary and undue hardship.

The following conditions must be met before a variance can be recommended. Not all criteria must be met. However, a strong application will meet multiple criteria.

Approval Criteria.

A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria. Use this worksheet or format your own to demonstrate the following criteria.

1. **Hardship.** (a) The hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant. (b) There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.
401 South 40th Avenue has a unique hardship due to the design and layout of the property.
The East portion of the property that sits at South 40th Avenue is the entry point of the business.
The whole East property line is a parking lot or driveway area with the exception of a very small green space which is mostly in the right away. To meet a setback requirement is next to impossible with the design and layout
of the property. This is at no fault or caused by the business or owner.

****SEE BOTTOM OF PAGE 2 FOR ADDITIONAL ANSWER**

2. **Special Privilege.** A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

By granting a variance to this business will not show any special privileges to the owner.
It will not be considered a favor of any kind because any one can file for a variance with the city.

3. **Literal Interpretation.** The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

If the variance is not granted, the denial will continue to cause visual signage hardships.
The business desperately needs signage for this location for clients/customers to locate it.

Variance Information

4. **Reasonable Use.** The applicant cannot make reasonable use of the property without the requested variance.

The owner of the property cannot meet setback requirements which are layed out in the city ordinance. Due to the unique design and layout of the property, it is almost impossible to meet the side set backs required for a monument sign in the B-1 zone. However, we will be able to meet the front set back per the city ordinance.

5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

We are requesting the minimun amount of set back possible for the side which will be on the South side of the property. The south side meets the property owner of Hardy Street Church of Christ. This church has been very cooperative with Peditrust. They even gave them a easment to help with the setback issues.

6. **Conformance with the Purpose of this Code.** The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.
By granting the side setback variance, no conflict will be implimented at any time with the Land Development code for the City of Hattiesburg.

12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of this Code. The recommendation of the Board of Adjustment shall be presented to the City Council for final action.

1: **HARDSHIP--** This business is for children with disabilities from minor speach impairments to major physical disabilities. When parents/family are bringing these children to the doctor's office, they are focused on getting the best medical care possible. Having to worry about getting in and out of the facility should not be a concern. Having to try to find the company should not be a concern. The company also has buses that bring children to the facility. With busses coming in and out also would be a major reason not to put the monument in the parking area. The sign would cause a blockage for the buses coming in and out.

Also, the design of the building is also poorly done, again at not fault to the owner. The builder built over hanging facade on the South and East (front) elevations. This also cause a visual hinderance for clients looking for the business. They do have a building sign, but it is almost impossible to see from the street view.

SS

Variance Information (1 page)

Note: No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

1. List reasons why you feel that the property could not be reasonably used without the requested

variance: The variance is necessary due to the fact if signage if put any where else, it would remove existing parking spots that are crucial.

2. All of the following conditions must be met before a variance can be recommended.

Explain and justify your proposal's compliance with each condition:

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district. Due to the set back of the building from 40th Avenue, the layout and design of the property, and the design of the building, we feel it is imparitive to grant Peditrust a side setback variance

of 4' on the South side of the property line that meets Hardy Street Church of Christ property line.

- b. That literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.

If the variance is not granted, the denail will continue to cause visual sigange hardships. The business desperatley needs better visual sigagne for this location for clients/customers to locate the business.

- c. That the special conditions and circumstances do not result from the actions of the applicant.

The conditions and circumstances are not a result of the current owner. The land layout and design of the building where already in place with not fault or action of the current owner.

- d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

By granting a variance to this business, it will not show any special privlages to the owner.

It will not be considered a favor of any kind because any one can file for a variance with the city.

55 56

Double Pole Structure with Stucco Finish
and Decorative Pole Caps. Brick Base.

The logo for Munn Enterprises Inc. features the word "MUNN" in large, bold, yellow block letters with a black outline. Below it, the word "Enterprises" is written in a smaller, italicized, black script font. To the right of "Enterprises", the word "INC." is written in white, bold, sans-serif capital letters inside a red rectangular box. The entire logo is set against a background of yellow and red geometric shapes.

THIS CONCEPT IS SOLELY THE PROPERTY OF MUNN ENTERPRISES, INC., AND MAY NOT BE USED, REPRODUCED, COPIED, EXHIBITED, ALTERED, OR DISTRIBUTED IN ANY MANNER.

Be Bold in a Visual World
601.264.7446 • MunnEnterprises.com

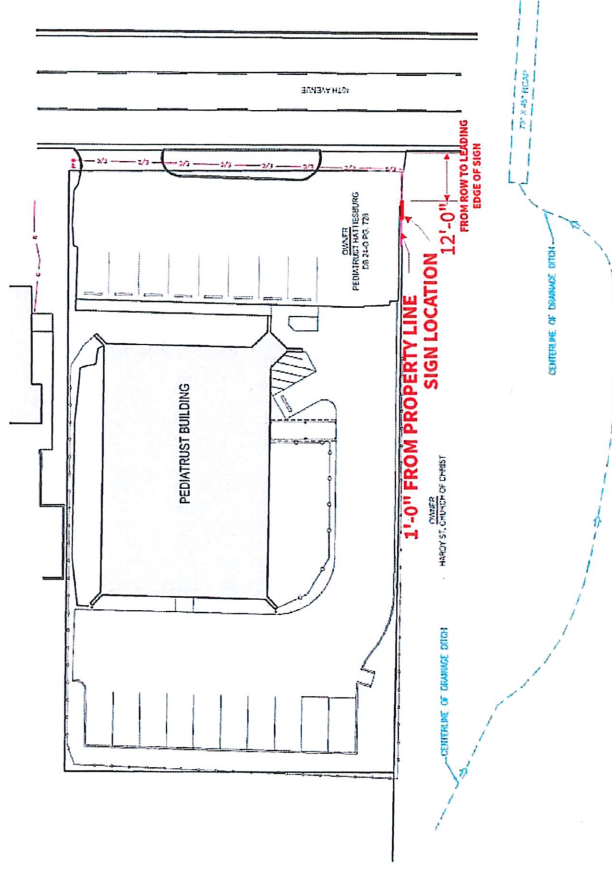
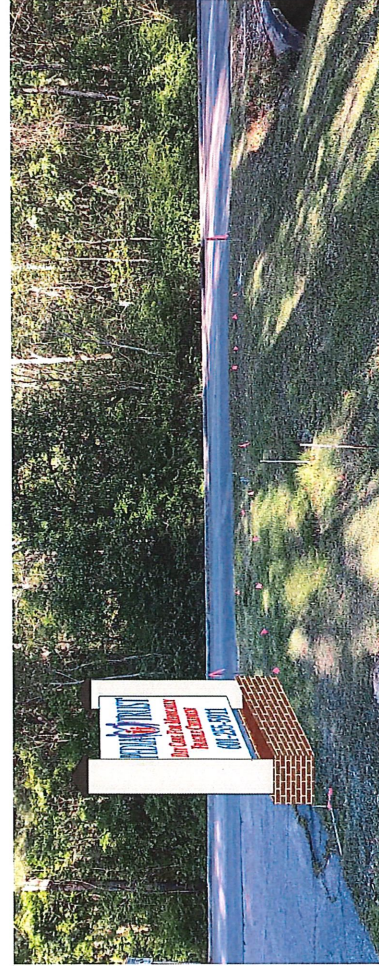
PMS 254 PC  PMS 2035 C
 BLACK  WHITE  PMS REFLEX BLUE PC 
 GREEK VILLA SW 7551  DURANODIC BRONZE

 This color sketch is provided as an example of color. There may be some color variation between printed ink and paint. For best color representation, please choose Pantone Matching System® colors for paint or print.

MONUMENT SIGN OPTION 2 R1

CUSTOMER: PEDIATRUST		CUSTOMER # PED101	DATE: 12/27/2018
LOCATION: HATTIESBURG, MS	PM: B.B.	SALES: C.R.	PRIMARY DESIGNER: <i>Travis Brack</i>
REVISION: Change pole colors	CURRENT DESIGNER:		
CUSTOMER APPROVAL:		 SIGN HERE	
		APPROVAL DATE:	

APPROVAL DATE:

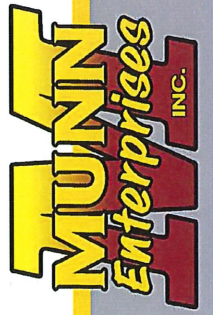


This color sketch is provided as an example of color. There may be some color variation between printed ink and paint. For best color representation, please choose Pantone Matching System Colors for paint or print.

MONUMENT SIGN OPTION 2 R1 SUPERIMPOSITION

CUSTOMER: PEDIATRIC TRUST	CUSTOMER # PED101	DATE: 04/08/2018
LOCATION: HATTIESBURG, MS	PM: B.B.	SALES: C.R.
REVISION: Change pole colors	DESIGNER: Travis Bush	CURRENT DESIGNER:
CUSTOMER APPROVAL:	SIGN HERE	APPROVAL DATE:

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October 23, 2019

1st Dental, LLC

To Whom it May Concern:

My name is Joseph Daho and I am the owner of 1st Dental located at 313 S. 40th Ave., Hattiesburg, MS 39402. We are neighbors of Pediatrtrust located at 401 S. 40th Ave.

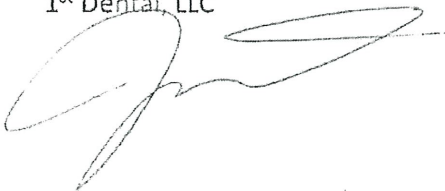
It is my understanding that Pediatrtrust is seeking a variance for signage on their property to be located close to S. 40th Ave in the grassy area in their front parking lot. As a business owner next door, we have no objections, conflicts, or grievances with the City of Hattiesburg granting the variance for the signage for Pediatrtrust.

You may contact me at 601-264-5100 if you have any questions.

Sincerely,

Joseph Daho

1st Dental, LLC

A handwritten signature in black ink, appearing to be 'JD', written over the printed name 'Joseph Daho'.

October 23, 2019

Kensington Woods Church of Christ

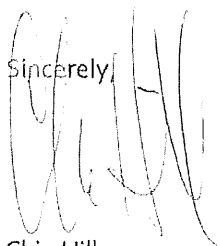
To Whom it May Concern:

My name is Chip Hill and I am a Shepard at Kensington Church of Christ located at 415 S. 40th Ave, Hattiesburg, MS 39402. We are neighbors of Pediatrtrust located at 401 S. 40th Ave.

It is my understanding that Pediatrtrust is seeking a variance for signage on their property to be located close to S. 40th Ave in the grassy area in their front parking lot. As a business owner next door we have no objections, conflicts, or grievances with the City of Hattiesburg granting the variance for the signage for Pediatrtrust.

You may contact me at 601-270-1519 if you have any questions.

Sincerely,



Chip Hill

Kensington Woods Church of Christ

60



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, December 17, 2019

Re: Approve or Deny a petition filed by Marcell Lee, Applicant, and John Horn, Owner, as required in the Land Development Code, Ord. No. 3209, to request a conditional use as a “Senior Adult Daycare Center” as defined by the LDC for a certain property located at 89 Industrial Drive. The Planning Commission recommended to Approve on December 4, 2019.
File Number: 2019-386
Minute Book #

Summary

89 Industrial Drive – Conditional Use – Care Center - Senior Adult Daycare Center

Recommendation Statement

The Planning Commission recommended to Approve on December 4, 2019.

Please place this on the December 17, 2019 City Council meeting for consideration.

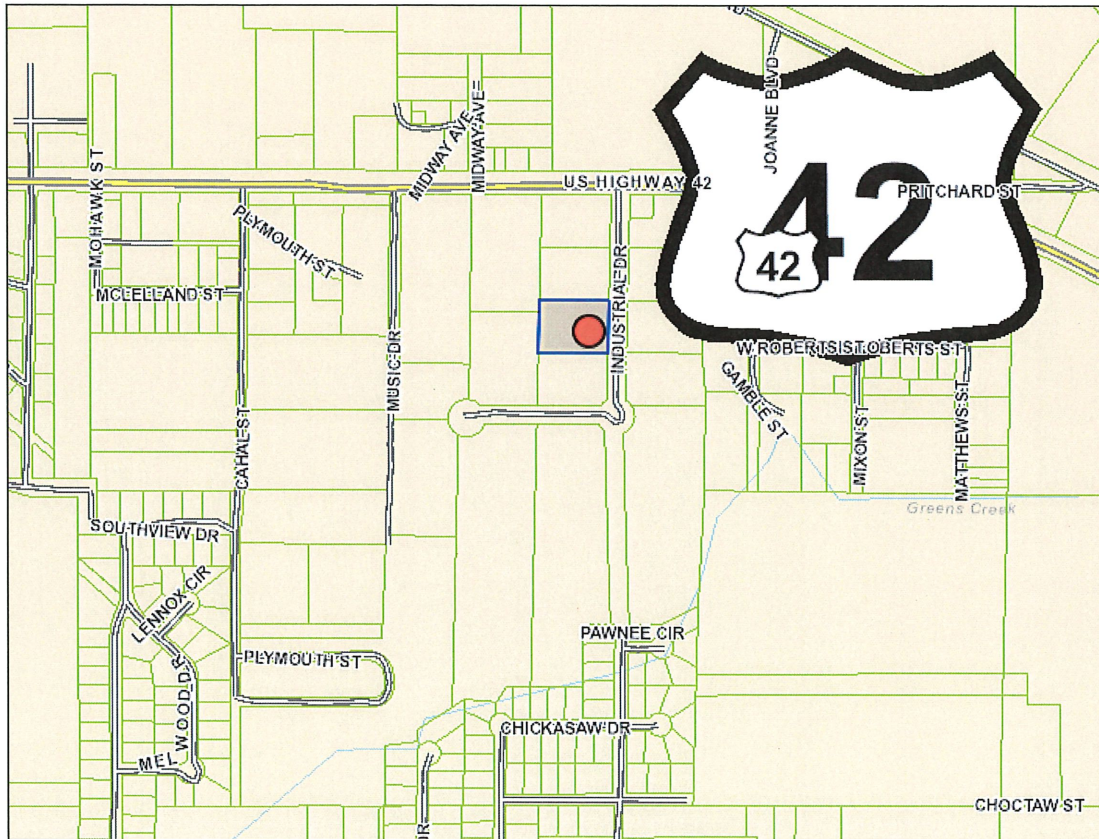
SUBJECT PARCEL: 89 Industrial Drive

Marcell Lee, Applicant, and John Horn, Owner

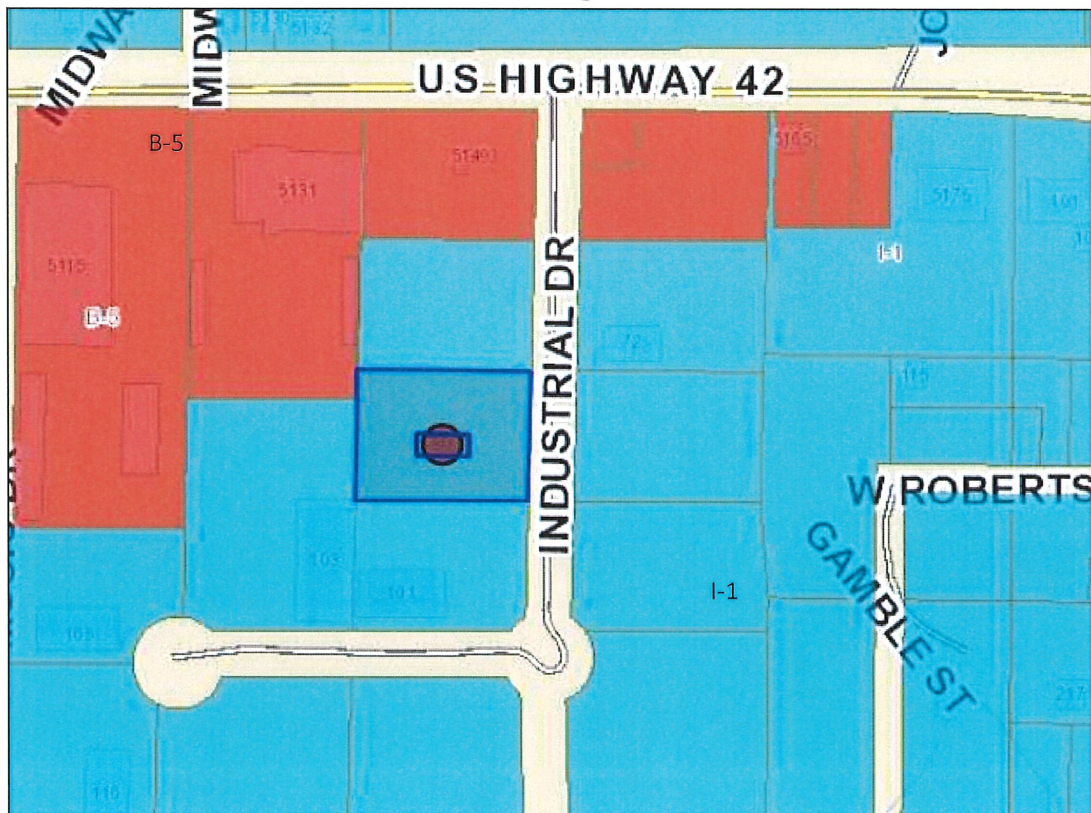
The applicant requests a Conditional Use as a “Care Center (Senior Adult Daycare Center)” for a certain property located at 89 Industrial Drive (Parcel 2-028A-05-059.00, PPIN 14275, Ward 2).



Vicinity Map—Ward 2



Zoning—I-1



Site Aerial



SURROUNDING AREA

Northern Direction: I-1 (Light Industrial) District/ Undeveloped



Southern Direction: I-1 (Light Industrial) District/ Warehousing and Distribution Center



Eastern Direction: I-1 (Light Industrial) District / Undeveloped

Western Direction: I-1 (Light Industrial) District / Building Supply and Distribution Center





**Planning Commission
Case Fact Sheet**

Name of Petitioner: Marcell Lee, Applicant, and John Horn, Owner

Address of Properties:	Tax Parcels	PPIN:	Ward:
89 Industrial Drive	Parcel 2-029J-10-105.00	14275	2

Request: **Conditional Use**

Purpose of Request: To request a Conditional Use as a "Care Center (Senior Adult Daycare Center)" for a certain property located at 89 Industrial Drive (Parcel 2-028A-05-059.00, PPIN 14275, Ward 2).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4 Zoning Districts Established

4.5.13 I-1 Light Industrial District: The purpose of the I-1 District is to provide for the development of research, light industrial, office parks, warehouse, and distribution centers consistent with comprehensive planning policies. This district is consistent with the Industry and Corporate Office District in the Comprehensive Plan.

Conditional Use: 5.4.12 Care Center; Care Home:

Any home, center, agency or place, however styled, where children or adults not related to the operator are received for custodial care, apart from their parents or guardians, whether for compensation, reward, or otherwise during part or all of the day or night and upon any number of successive days or nights. Includes the terms "child daycare and adult daycare."

Present Zoning: This parcel is currently zoned I-1 (Light Industrial) District.

Present Use: Professional Office

Future Land Use: Neighborhood Conservation District 2

Surrounding Zoning and Land Use: North: I-1 (Light Industrial) District/ Undeveloped
South: I-1 (Light Industrial) District / Warehouse
East: I-1 (Light Industrial) District / Undeveloped
West: I-1 (Light Industrial) District /Building Supply

Most Nearly Bounded By (streets): This parcel is accessible from the north by US Highway 42. It is most nearly bounded to the west by Music Drive and south by Industrial Drive.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of November 18, 2019.

History / Background: The applicants met in Pre-Application and they were informed they would need to apply for a public hearing for a Conditional Use for an Adult Daycare.

In May 2019 this applicant requested a rezoning for this property from I-1 Light Industrial to B-5 Regional Business District and the Planning Commission recommended to deny this request. The matter was tabled by the City Council and remain tabled.

Basis for Approval:

5.4.12 Care Center; Care Home

5.4.12.1 Drop-off and pick-up areas must be shown on the site plan and approved as part of the Site Plan Review.

5.4.12.2 Outdoor play and recreation areas shall be located behind the front building line in the rear yard or side yard only.

5.4.12.3 All outdoor play and recreation areas shall be surrounded by a fence or wall at least four feet in height. A minimum of 50% of the area shall be pervious.

5.4.12.4 Outdoor activities are limited to the fenced area between 8:00 a.m. and 8:00 p.m.

5.4.12.5 Care of a person shall not exceed 12 ½ hours for any part of the 24 hour day.

5.4.12.6 Care Home must be clearly incidental to the residential use of the dwelling and must not change the essential residential character of the dwelling; all building and lot standards for residential dwellings shall be maintained.

5.4.12.7 A Care Home shall be staffed by persons residing in the dwelling in which the care is located except that up to one non-resident may report to work at the home.

12.3.3.2 Additional Approval Criteria. In addition to the standards [5.4.12.], the applicant for a request for the Planning Commission to approve a use shall be required to demonstrate that his/her proposal addresses the following additional requirements, except that the Planning Commission may waive any one or more criteria that it determines are not applicable based upon the expected impact of the proposal.

- i. Determination that adequate public facilities and services will be available concurrent with the impacts of the development as evidenced by letters of sufficiency from utilities and schools and a determination by the city engineer that the available capacity of existing streets can safely provide access to the site.
- ii. The proposed development will be compatible with surrounding uses and will protect adjacent properties through the following measures:
 - Protection of privacy. The proposed plan shall provide reasonable visual and auditory privacy for all dwelling units located within and adjacent to the site. Fences, walls, barriers and / or vegetation shall be arranged to protect and enhance the property and to enhance the privacy of on-site and neighboring occupants.
 - Protection of use and enjoyment. The proposed plan shall be designed and arranged to have minimal negative impact on the use and enjoyment of adjoining property.
 - Compatible design and integration. The use meets all design criteria required by this Code that apply and is designed to integrate well both on and off site.

Conditional Use (2 pages)

12.3.3.1 Compliance Required. Uses requiring Planning Commission approval, as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section. Any application for such use must comply with all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. Where conflicts exist, the Planning Commission shall determine which criteria apply on a case by case basis.

1. Does this application meet the conditions set forth in Section 5 for the requested use? If yes, please explain.

yes, Maximum hrs 4-5hr per day

2. Describe the affects the proposed use of utilities and facilities will have on the community.

The proposed use will have a positive affect of those who attend. It also validates what are community advertise a "Retirement community." It gives a view of how the community take care of its seniors.

3. Describe how the size of the site is appropriate for the proposed use.

The size of the site will accomodate the number of participants expected.

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? NO

If yes, please explain:

5. Will there be any elevation in the noise level resulting from this proposed use? NO

If yes, please explain:

6. What is the expected number of customers/employees per day? approximately 25 or less.

7. Parking Requirements:

Commercial/Industrial: Paved parking will be provided for 25 vehicles, and
2 ADA vehicle(s); with 2 loading spaces.

For more information please reference the Land Development Code Section 12.3.3.2.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
DECEMBER 4, 2019**

The Hattiesburg Planning Commission did meet in a regular session on December 4, 2019 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Mark Miller, Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Charles Dawe
Ricardo Bryant
Kenneth Waites

Commissioners Absent: Amy Hinton, Vice-Chair
Jeff Keyseear
Elayne Lockett

Also Present: Andrew Ellard, Director Urban Development
Regina Melson, Senior Planner
Caroline Miles, Planner
Jim Gladden, Esq.

Chair Miller declared the meeting of the Hattiesburg Planning Commission open and in session at 1:00 PM.

AGENDA REVIEW

There came the matter of the December 2019 Agenda. Chair Miller proposed moving Item A and review of the minutes (Business Items 2 and 3) to be reviewed after Item C, as the Commission may need time to discuss the items. A request was made by Chair Miller for a motion to approve the December 2019 Agenda. A motion was made to approve the December 2019 Agenda with the proposed changes by Commissioner Pickett and seconded by Commissioner Ray.

Commissioners voting aye: Mark Miller, Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Ricardo Bryant
Kenneth Waites

Commissioners voting nay: None

Commissioners absent for vote: Charles Dawe

REPORTS

BUILDING REPORT

There came the matter of the Building Permit Report. A report for November 2019 was provided by Andrew Ellard, Director.

PLANNING REPORT

There came the matter of the Planning Report by Regina Melson, Senior Planner. On November 19, the City Council voted to approve the PMU-PD for Village at the Beverly located at 15 Old Airport Rd. (HPC approval upheld), to deny the zoning change request for 914 Beverly Hills Rd. (HPC denial upheld), to approve the plat for the District at Midtown Townhomes (HPC approval upheld), and to table the Conditional Use for 912 Main St. group care facility.

Andrew Ellard, Director, stated a new Commissioner, Elayne Lockett, had been appointed by Council on December 3, 2019.

CHAIR'S REPORT

No report was given.

INTRODUCTIONS

Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item B (Rezoning Request), consider a petition filed by Ronald Blackwell, Engineer, and Bennet V. York, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain properties located on Cross Creek Parkway (Parcel 051M-11-011.0011, PPIN 38013 and a portion of Parcel 051M- 11-

011.002, PPIN 31883 and Parcel 051M-11-011.003, PPIN 31884, Ward 3) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.7, R-3 (Multi-Family Residential) District.

Chair Miller declared the Public Hearing for the Planning Commission open at 1:08 P.M. and read the rules and procedures of the hearing.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Ronald Blackwell	6652 US Hwy 98	Hattiesburg, MS
<u>Proponents:</u>	Michelle Archer Littlejohn	75 Cross Creek Pkwy	Hattiesburg, MS
<u>Opponents:</u>	None		

Ronald Blackwell presented for the zoning change request and discussed his involvement in the 2013 rezoning of that resulted in the construction of Cross Creek Village. Michelle Archer-Littlejohn spoke in favor of the request. She stated that her company, Maestri-Murrell Property, manages Cross Creek Village, the apartments across the street from the proposed rezone location; the rezone would allow for a Phase II of the multi-family development. She stated that Cross Creek Village has had 98% occupancy for the past three and a half years, consistent summer/winter waitlists, resident renewal rates of 70%, and the complex has won Best of the Pinebelt's Best Apartment Community for the years the category has been available. Commissioner Ray asked for further explanation of occupancy rates. Regarding occupancy, Ms. Archer-Littlejohn stated the nearby Lakes at Turtle Creek have similar occupancy, close to 98%. She stated there is a demand for multi-family housing within the Oak Grove School District, and particularly within the Long Leaf Elementary School district. She stated that Cross Creek Village was one of the very few apartment complexes that served Long Leaf Elementary. Commissioner Pickett asked how many units would be in the proposed complex; Ms. Archer-Littlejohn stated there would be 84.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Dawe stated that the demand for the product warrants supply. Chair Miller stated that he was not overly concerned with the zoning precedents being set due to the limited area left to build on in the vicinity.

Commissioner Dawe made a motion to approve the request for the zoning change on the basis that the character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for rezoning. Commissioner Conville seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Rhoda A. Pickett
Charlene Allshouse
Dick Conville
Ricardo Bryant
Kenneth Waites
Charles Dawe

Commissioners voting nay: None

Commissioners abstaining: Rebekah Ray

There came the matter of Item C (Conditional Use), filed by Marcell Lee, Applicant, and John Horn, Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as a “Care Center (Senior Adult Daycare Center)” for a certain property located at 89 Industrial Drive (Parcel 2-028A-05-059.00, PPIN 14275, Ward 2).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Regina Lee	89 Industrial Dr	Hattiesburg, MS
<u>Proponents:</u>	Andy Steleman	3906 Hardy	Hattiesburg, MS
<u>Opponents:</u>	None		

Regina Lee presented the request. She stated that the program would be a half-day program for ten to 25 seniors. The seniors will be provided a snack and daily meal from Coney Island. She stated that the seniors will not be self-driving but will only be picked up and dropped off each day by bus. Commissioner Dawe asked how long Ms. Lee’s lease was at the location. She stated that she is doing a lease-to-purchase on the property. Commissioner Waites asked how far of a radius does the site serve. Ms. Lee stated they have a 50 mile pick up radius.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Chair Miller stated that a care center is not an appropriate use in industrial zoning. He stated that the use should not be allowed in industrial zoning both to protect the value and use of the surrounding industrial properties and to protect the residents who would be going to the care center. Commissioner Waites stated that he had concerns about prior uses on the industrial land and the impacts it might have on the seniors. Commissioner Allshouse stated that she had mixed feelings due to the surrounding land use but also that the need for this service is great. She further stated that the Building Official said the building was sound and that Ms. Regina Lee said the seniors would not be going outside, so she was not very worried about the

seniors being exposed to anything dangerous. Commissioner Pickett stated she would like to see this use in a more compatible location, perhaps something with a more residential feel, though she did note that it was nearby to safety officials (a fire station). Commissioner Waites made a motion to approve a Conditional Use for a senior adult daycare center in I-1 zoning.

Commissioner Allhouse seconded the motion.

Commissioners voting aye Charlene Allshouse
Dick Conville
Ricardo Bryant
Kenneth Waites
Charles Dawe

Commissioners voting nay: Rhoda A. Pickett
Mark Miller, Chair
Rebekah Ray

Commissioners abstaining: None

There came the matter of **Item A (Old Business-Text Amendment)**, filed by The City of Hattiesburg, as required in the Land Development Code, Ord. No. 3209, to amend the Land Development Code Sections 5, 7, 11, and 13, for the purpose of considering amendments to use types and/or an additional use type, conditions, policy, procedure, and definitions therefore throughout the Land Development Code and to consider amendments related to meetings of the Planning Commission and Board of Adjustment.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Staff	.	
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Andrew Ellard presented Item A. He stated that he had discussed the changes to the proposed meeting times with the Board of Adjustment. Rather than meeting the second Wednesday of the month at 1 pm as stated in the provided memo, the Board would like to continue meeting on the first Wednesdays of the Month but at the set time of 3:30 pm.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Conville stated that the matter of the citizen letters should remain tabled. Commissioner Allhouse made a motion to approve the request as proposed in the provided Memo to amend LDC Section 5, 7, 13 to clarify language on alternative financial services and also to amend Section 11 for policy/procedure of the Planning Commission/Board

of Adjustment, with the correction of the Board of Adjustment's meeting time to the first Wednesday of the month at 3:30 pm. Commissioner Conville seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Charles Dawe
Kenneth Waites

Commissioners voting nay: None

Commissioners absent for vote: Ricardo Bryant

BUSINESS MEETING

Chair Miller declared the Business Meeting for the Planning Commission open at 2:21 P.M.

MINUTES REVIEW

There came the matter of the October 2, 2019 minutes. A request for corrections was made by Commissioners Ray and Conville. A motion was made by Commissioner Ray to adopt the October 2, 2019 minutes with corrections and seconded by Commissioner Conville.

Commissioners voting aye: Mark Miller, Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Charles Dawe
Kenneth Waites

Commissioners voting nay: None

Commissioners absent for vote: Ricardo Bryant

There came the matter of the November 6, 2019 minutes. A request for corrections was made by Commissioners Ray and Conville. A motion was made by Commissioner Ray to adopt the November 6, 2019 minutes with corrections and seconded by Commissioner Pickett.

Commissioners voting aye: Mark Miller, Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Charles Dawe
Kenneth Waites

Commissioners voting nay: None

Commissioners absent for vote: Ricardo Bryant

Having no further business, Commissioner Pickett made a motion to adjourn the meeting. The motion was seconded at Commissioner Allhouse. There being no further business, the meeting was adjourned at 2:50 PM.

Chair Mark Miller

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 17, 2019

Re: Adopt a Resolution authorizing Requisition No. 55 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.
File Number: 2019-406
Minute Book #

Summary

Adopt a Resolution authorizing Requisition No. 55 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Recommendation Statement

This is the reimbursement request for COMSWIP projects and includes payments to Jay Bearden Construction for the Tuscan Avenue Sewer Improvements and payments to Shows, Dearman and Waits for their services related to various ongoing COMSWIP projects.
I recommend approval.

Please place this on the December 17, 2019 City Council meeting for consideration.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 55 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **55** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$175,564.06** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **55** from the Project Fund Construction Account under the Loan in the total aggregate amount of **One Hundred Seventy-Five Thousand Five Hundred Sixty-Four and 06/100 dollars (\$175,564.06)** for the purpose of paying Water & Sewer Projects in connection with the loan 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.

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 **17th** day of **December, 2019**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **17th** day of **December, 2019**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: 55

DATE OF REQUISITION: 12/17/2019

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Jay Bearden Construction, Inc. P O Box 180428 Richland, MS 39218	093695.7220.68	119,113.45	Pay Est. No. 3	Sewer Improvements Tuscan Ave Period: 09/1/19-10/31/19 MB Pending File # 2019-283
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.70	14,330.00	21162	Sewer Improvements Ph VIII - Camp St. Area Period: 10/26/19 - 11/23/19 MB 2011-4/89-110 SDW #1273-S010
3	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.12	2,385.00	21165	North 40th & North 39th Ave Period: 10/26/19 - 11/23/19 MB 2012-1/34 SDW #11254
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.54	2,557.50	21172	Sewer Improvements Ph V Period: 10/26/19 - 11/23/19 MB 2011-4/89-110 & 2012-1/413 SDW Project# 1273-S005
5	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.75	20,980.00	21166	CIPP Project Period: 10/26/19 - 11/23/19 MB 2011-4/89-110

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
					SDW #11256
6	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.74	10,112.50	21173	Sewer Improvements Ph XII Period: 10/26/19 - 11/23/19 MB 2011-4/89-110 SDW #1273-S012
7	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.74	875.00	21174	Sewer Improvements Ph XII Period: 10/26/19 - 11/23/19 MB 2011-4/89-110 SDW #1273-S012
8	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.51	675.00	21175	Water Ph II - Palmers Crossing Period: 10/26/19 - 11/23/19 MB 2011-4/89-110 SDW #1273-W007
9	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.68	1,455.61	21188	Sewer Improvements Tuscan Ave Period: 10/26/19 - 11/23/19 MB 2011-4/89-110 SDW #1273-S016
10	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.71	3,080.00	21187	Sewer Improvements Phase IX - Buschman & 2nd Period: 10/26/19 - 11/23/19 MB 2011-4/89-110 SDW #1273-S014
			<u>175,564.06</u>		



Engineering Progress

Jay Bearden

November 22, 2019

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

Attn: Lamar Rutland, P.E.

RE: Tuscan Avenue & Penton Street Sewer Rehabilitation -
City of Hattiesburg

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 3 in the amount of \$119,113.45 for the above referenced project.

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

Sincerely,

Shea E. McNease, P.E.
Project Engineer

/md

cc: Jay Bearden Construction
SDW files

093695.7220.68

MB 2019-103

PERIODIC ESTIMATE FOR PARTIAL PAYMENT			
NAME OF PROJECT Tuscan Ave. & Penton Street Sewer Rehabilitation		PERIODIC ESTIMATE NUMBER 3 Three	
LOCATION OF PROJECT Hattiesburg, MS		ESTIMATE PERIOD 9/1/2019 to 10/31/2019	
NAME AND ADDRESS OF OWNER City of Hattiesburg 200 Forrest Street Hattiesburg, MS 39401		NAME AND ADDRESS OF CONTRACTOR Jay Boarden Construction, Inc. P.O. Box 180428 Richland, MS 39218	
SCHEDULE OF CONTRACT CHANGE ORDERS List every change order issued to date of this request even if no work has been done under on or more such orders.			
CONTRACT CHANGE ORDER		ADDITIONS TO CONTRACT PRICE AS SHOWN ON CHANGE ORDER	DEDUCTIONS FROM CONTRACT PRICE AS SHOWN ON CHANGE ORDER
NO (1)	DATE (2)	DESCRIPTION (3)	(4)
(5)			
TOTALS		\$0.00	\$0.00
ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE			
(a)	ORIGINAL CONTRACT AMOUNT.....	\$	415,886.70
(b)	PLUS: ADDITIONS SCHEDULED IN COLUMN 4 ABOVE.....	\$	0.00
(c)	LESS: DEDUCTIONS SCHEDULED IN COLUMN 5 ABOVE.....	\$	0.00
(d)	ADJUSTED CONTRACT AMOUNT TO DATE.....	\$	415,886.70
ANALYSIS OF WORK PERFORMED TO DATE			
(a)	COST OF ORIGINAL CONTRACT WORK PERFORMED TO DATE.....	\$	241,372.87
(b)	EXTRA WORK PERFORMED TO DATE BY CHANGE ORDER.....	\$	0.00
(c)	TOTAL COST OF WORK PERFORMED TO DATE.....	\$	241,372.87
(d)	ADD: MATERIALS STORED AT CLOSE OF PERIOD.....	\$	0.00
(e)	SUBTOTAL OF (c) and (d).....	\$	241,372.87
(f)	LESS: RETAINAGE (2.5%).....	\$	6,034.32
(g)	SUBTOTAL OF (e) and (f).....	\$	235,338.56
(h)	LESS: AMOUNT OF PREVIOUS ESTIMATES.....	\$	116,225.10
(i)	AMOUNT DUE THIS ESTIMATE.....	\$	119,113.46
CERTIFICATE OF CONTRACTOR According to the best of my knowledge and belief, I certify that all items and amounts shown in this Periodic Estimate for Partial Payment are correct; that all work has been performed and/or duly authorized; that all work has been performed and/or duly authorized; that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by the Periodic Estimate; and that no part of the "Amount Due This Estimate" has been received. JAY BEARDEN CONSTRUCTION, INC. (Contractor) By: <u>Keith Bearden</u> Title: <u>Vice President</u> Date: <u>14-Nov-19</u>		RECOMMENDATION OF ENGINEER This Periodic Estimate for Partial Payment covers all pay item work performed by the Contractor through the estimate period stated herein. The undersigned recommends payment of the amount on line (i) above subject to the provisions of the Contract Documents covering the repair or replacement of all defective work, if any, that may be discovered prior to final payment or expiration of the general guaranty period. Shows, Dearman and Waits, Inc. (Engineer) By: Title: <u>PROJECT ENGINEER</u> Date: <u>11/24/19</u>	

COST BREAKDOWN

CONTRACTOR: Jay Bearden Construction, Inc.
 PROJECT: Tuscan Ave. & Panton Street
 APPLICATION NO: 3
 PERIOD: 09/01/19 TO 10/31/2019
 CONTRACT BEGINNING DATE: 07/22/19
 CONTRACT ENDING DATE: 10/30/19
 Contract Days 100

ITEM NO	DESCRIPTION OF WORK	QTY	UNIT	CONTRACT UNIT COST	TOTAL COST	PREVIOUS APPLICATION QTY	TOTAL COST	COMPLETED THIS MONTH QTY	TOTAL COST	COMPLETED TO DATE QTY	TOTAL COST
1	8" SDR 26 PVC Sewer Pipe (0-6')	252	LF	\$44.40	\$11,188.80	145.00	\$4,395.00	99.00	4,395.00	244.00	10,893.80
2	8" SDR 26 PVC Sewer Pipe (6-8')	252	LF	\$44.40	\$11,188.80	76.60	\$4,883.84	159.80	7,086.24	228.20	10,572.08
3	8" SDR 26 PVC Sewer Pipe (8-10')	911	LF	\$50.40	\$46,914.40	397.00	20,008.80	507.40	25,572.96	904.40	45,581.76
4	8" SDR 26 PVC Sewer Pipe (10-12')	335	LF	\$57.60	\$19,341.60	341.00	19,841.80	0.00	0.00	341.00	19,841.80
5	Removal of Existing Sewer Line	1750	LF	\$2.40	\$4,200.00	813.00	1,951.20	914.00	2,193.60	1,727.00	4,144.80
6	Abandonment of Existing Sewer Line (All Sizes)	131	LF	\$3.60	\$477.60	0.00	0.00	131.00	477.60	131.00	477.60
7	Tracer Wire System for Sewer	1	LS	\$4,296.61	\$4,296.61	0.40	1,718.54	0.60	2,577.97	1.00	4,296.61
8	48" Precast Concrete Sewer Manhole (0-6')	1	EA	\$2,621.00	\$2,621.00	0.00	0.00	1.00	2,621.00	1.00	2,621.00
9	48" Precast Concrete Sewer Manhole (8-10')	1	EA	\$3,231.30	\$3,231.30	0.00	0.00	1.00	3,231.30	1.00	3,231.30
10	Demolition and Removal of Existing Manholes	3	EA	\$500.00	\$500.00	1.00	300.00	2.00	600.00	3.00	900.00
11	Drop Manhole Assembly (All Depths)	2	EA	\$595.18	\$1,190.36	11.00	2,759.48	8.00	2,006.88	19.00	4,786.34
12	4" Sanitary Sewer Service Cleanout	31	EA	\$250.86	\$7,776.66	0.00	0.00	0.00	0.00	0.00	0.00
13	4" SDR 26 PVC Pipe Sanitary Sewer Service	170	LF	\$13.50	\$2,295.00	0.00	0.00	0.00	0.00	0.00	0.00
14	6" SDR 26 PVC Pipe Sanitary Sewer Service	980	LF	\$14.80	\$14,504.00	328.00	4,824.80	181.00	2,678.80	507.00	7,503.60
15	8"x8"x6" PVC Service Tee	30	EA	\$728.78	\$3,862.80	12.00	1,545.12	7.00	501.32	19.00	2,446.44
16	Crushed Aggregate (Size 610)	1,070	Ton	\$54.60	\$58,422.00	486.27	27,086.34	294.20	16,063.32	790.47	43,159.66
17	Select Fill Material (Class 9, Group C), LVM	8,001	CY	\$11.20	\$89,611.20	2,082.00	23,318.40	798.00	8,937.60	2,880.00	32,256.00
18	Concrete Pavement Repair (All Depths)	62	SY	\$65.00	\$4,030.00	0.00	0.00	0.00	0.00	0.00	0.00
19	Tuscan Avenue Roadway Repair	1982	SY	\$50.40	\$99,852.80	0.00	0.00	0.00	0.00	0.00	0.00
20	9.5mm Hot Mix Asphalt	118	Ton	\$162.00	\$19,116.00	0.00	0.00	120.45	19,512.90	120.45	19,512.90
21	19mm Hot Mix Asphalt	56	Ton	\$162.00	\$9,072.00	0.00	0.00	30.39	4,923.18	30.39	4,923.18
22	Concrete Sidewalk Repair (All Depths)	75	SY	\$42.00	\$3,150.00	0.00	0.00	57.41	2,411.22	57.41	2,411.22
23	Concrete Curb & Gutter (Match Existing Type)	122	LF	\$24.00	\$2,928.00	0.00	0.00	0.00	0.00	0.00	0.00
24	6" Yellow Thermoplastic Detail Traffic Stripe	176	LF	\$1.20	\$211.20	0.00	0.00	0.00	0.00	0.00	0.00
25	Legend White Thermoplastic Traffic Marking (6")	722	LF	\$1.20	\$866.40	0.00	0.00	0.00	0.00	0.00	0.00
26	Solid Sod (Inc. Top Soil, Plants, Mulch, Water)	460	SY	\$8.00	\$3,680.00	0.00	0.00	0.00	0.00	0.00	0.00
27	Landscape Restoration	15	SF	\$15.00	\$225.00	0.00	0.00	0.00	0.00	0.00	0.00
28	Clearing and Grubbing	1	LS	\$1,800.00	\$1,800.00	0.25	450.00	0.75	1,350.00	1.00	1,800.00
29	Temporary Erosion Control	1	LS	\$1,200.00	\$1,200.00	0.25	300.00	0.75	900.00	1.00	1,200.00
30	Maintenance of Traffic	1	LS	\$3,000.00	\$3,000.00	0.25	750.00	0.75	2,250.00	1.00	3,000.00
31	Mobilization	1	-S	\$15,500.00	\$15,500.00	0.50	7,750.00	0.50	7,750.00	1.00	15,500.00
	Base Bid				\$415,866.73		122,342.21		119,030.87		241,372.87



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

November 26, 2019
Project No: 1273-S010
Invoice No: 21162

Project Manager John Weeks

Project 1273-S010 ComSWIP Sewer Phase VIII - Camp St. Area

Professional Services from October 26, 2019 to November 23, 2019

Phase CM Construction Phase Services

Professional Personnel

	Hours	Rate	Amount
RESIDENT PROJECT REPRESENTATIVE			
Jackson, Terry	37.00	85.00	3,145.00
Phillips, Michael	6.00	85.00	510.00
Tingle, William	70.00	95.00	6,650.00
PROJECT ENGINEER			
Weeks, John	23.00	175.00	4,025.00
Totals	136.00		14,330.00
Total Labor			14,330.00
Total this Phase			\$14,330.00
Total this Invoice			\$14,330.00

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

093695. 7220.70
MB 2011-4/89-110

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



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

November 26, 2019
Project No: 11254
Invoice No: 21165

Project Manager Kyle Wallace

Project 11254 Infrastructure Improvements on N 40th & N 39th Avenues

Professional Services from October 26, 2019 to November 23, 2019

Professional Personnel

	Hours	Rate	Amount	
RESIDENT PROJECT REPRESENTATIVE				
Phillips, Michael	26.00	85.00	2,210.00	
PROJECT ENGINEER				
Wallace, Kyle	1.00	175.00	175.00	
Totals	27.00		2,385.00	
Total Labor				2,385.00
		Total this Invoice		\$2,385.00

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

093695.7245.12

MB 2012-1/34

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

November 26, 2019
Project No: 1273-S005
Invoice No: 21172

Project Manager Kyle Wallace

Project 1273-S005 ComSWIP Sewer Phase V

Professional Services from October 26, 2019 to November 23, 2019

Phase CM Phase V - Construction Phase Services

Professional Personnel

	Hours	Rate	Amount	
ENGINEERING INTERN				
Thomas, Louis	.50	115.00	57.50	
PROJECT ENGINEER				
Wallace, Kyle	4.00	175.00	700.00	
Totals	4.50		757.50	
Total Labor				757.50
		Total this Phase		\$757.50

Phase DD Phase V - Design Services

Professional Personnel

	Hours	Rate	Amount	
CAD TECHNICIAN II				
Trahan, Beau	20.00	90.00	1,800.00	
Totals	20.00		1,800.00	
Total Labor				1,800.00
		Total this Phase		\$1,800.00
		Total this Invoice		\$2,557.50

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

093095.7220.54

MB 2012-1/4/13

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

November 26, 2019
Project No: 11256
Invoice No: 21166

Project Manager Kyle Wallace
Project 11256 CIPP Sewer in Various Locations

Professional Services from October 26, 2019 to November 23, 2019

Phase CM Construction Phase Services

Professional Personnel

	Hours	Rate	Amount
CADD TECHNICIAN I			
Sullivan, Richard	1.00	105.00	105.00
RESIDENT PROJECT REPRESENTATIVE			
Jackson, Terry	78.00	85.00	6,630.00
GRADUATE ENGINEER			
Riley, Ivy	91.50	105.00	9,607.50
PROJECT ENGINEER			
McNease, Shea	7.00	175.00	1,225.00
Wallace, Kyle	16.50	175.00	2,887.50
Weeks, John	3.00	175.00	525.00
Totals	197.00		20,980.00
Total Labor			20,980.00
Total this Phase			\$20,980.00
Total this Invoice			\$20,980.00

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

093695, 7220.75
MB 2011-4/89-110

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

November 26, 2019
Project No: 1273-S012
Invoice No: 21173

Project Manager Kyle Wallace

Project 1273-S012 COMSWIP Sewer Improv. Phase XII - J Ed Turner & Forrest Ave.

Professional Services from October 26, 2019 to November 23, 2019

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	15.00	85.00	1,275.00	
Tingle, William	70.00	95.00	6,650.00	
PROJECT ENGINEER				
Wallace, Kyle	12.50	175.00	2,187.50	
Totals	97.50		10,112.50	
Total Labor				10,112.50
		Total this Phase		\$10,112.50
		Total this Invoice		\$10,112.50

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

093695.7220.74
MB 2011-4/89-110



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

November 26, 2019
Project No: 1273-S015
Invoice No: 21174

Project Manager Kyle Wallace

Project 1273-S015 COMSWIP Sewer Phase XII - Cross Creek Pkwy Sewer Pump Station

Professional Services from October 26, 2019 to November 23, 2019

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Wallace, Kyle	5.00	175.00	875.00	
Totals	5.00		875.00	
Total Labor				875.00
		Total this Invoice		\$875.00

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

093695.7220.74
MB 2011-4/89-110

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

November 26, 2019
Project No: 1273-W007
Invoice No: 21175

Project Manager Kyle Wallace

Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing

Professional Services from October 26, 2019 to November 23, 2019

Phase CM Palmer's Crossing - Construction Phase

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Wallace, Kyle	4.50	150.00	675.00	
Totals	4.50		675.00	
Total Labor				675.00
		Total this Phase		\$675.00
		Total this Invoice		\$675.00

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

093695.7245.51
MB 2011-4/89-110

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



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

November 26, 2019
Project No: 1273-S016
Invoice No: 21188

Project Manager Shea McNease
Project 1273-S016 Tuscan Avenue Sewer Rehab
Professional Services from October 26, 2019 to November 23, 2019

Phase	CM	Construction Management				
Construction Cost		415,886.73				
Fee Percentage		7.00				
Total Fee		29,112.07				
Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Phase Services	100.00	29,112.07	95.00	27,656.47	26,200.86	1,455.61
		Totals		27,656.47	26,200.86	1,455.61
		Total Fee				1,455.61
				Total this Phase		\$1,455.61
				Total this Invoice		\$1,455.61

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

093695.7220.68
MB 2011-4/89-110



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

November 26, 2019
Project No: 1273-S014
Invoice No: 21187

Project Manager Shea McNease
Project 1273-S014 ComSWIP Sewer Phase IX Bushman & 2nd
Professional Services from October 26, 2019 to November 23, 2019

Phase DD Design Phase Services

Professional Personnel

	Hours	Rate	Amount
CADD TECHNICIAN I			
Sullivan, Richard	5.50	105.00	577.50
ENGINEERING INTERN			
Locastro, Weston	3.50	115.00	402.50
FIELD CREW "A"			
Crew, Field	12.00	175.00	2,100.00
Totals	21.00		3,080.00
Total Labor			3,080.00
		Total this Phase	\$3,080.00
		Total this Invoice	\$3,080.00

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

093695.7220.71
MB 2011-4/89-110

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

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

CITY OF HATTIESBURG, MISSISSIPPI

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

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 55 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **55** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$175,564.06** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **55** from the Project Fund Construction Account under the Loan in the total aggregate amount of **One Hundred Seventy-Five Thousand Five Hundred Sixty-Four and 06/100 dollars (\$175,564.06)** for the purpose of paying Water & Sewer Projects in connection with the loan 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.

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 **17th** day of **December, 2019**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **17th** day of **December, 2019**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

CITY OF HATTIESBURG, MISSISSIPPI

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

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 17, 2019

Re: Acknowledge and accept bids received December 5, 2019 for the 38th Avenue Roadway Improvements Project, Federal Aid Project No. STP 0210-00(036)LPA/108080-701000; Approve the bid from Webster Electric Company, LLC in the amount of \$1,191,322.20 as the lowest and best bid, subject to Mississippi Department of Transportation (MDOT) concurrence; Authorize Mayor to execute contracts and MDOT documents as required for the project.
File Number: 2019-405
Minute Book #

Summary

Acknowledge bids received December 5, 2019 for the 38th Avenue Roadway Improvements Project, Federal Aid Project No. STP 0210-00(036)LPA/108080-701000, and accept the bid from Webster Electric Company, LLC in the amount of \$1,191,322.20 as the lowest and best bid, subject to Mississippi Department of Transportation (MDOT) concurrence; Authorize Mayor to execute contracts and MDOT documents as required for the project.

Recommendation Statement

I recommend approval of this project.

Please place this on the December 17, 2019 City Council meeting for consideration.

December 9, 2019
N-S Project No. 14960.000

Toby Barker
Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

REFERENCE: 38TH AVENUE ROADWAY IMPROVEMENTS
FEDERAL AID PROJECT NO. STP 0210-00(036) LPA/108080-701000
CITY OF HATTIESBURG, FORREST COUNTY

Dear Mayor Barker:

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 December 5, 2019. Of the two (2) bids received, Webster Electric Company, LLC submitted the lowest base bid in the amount of \$1,191,322.20.

Neel-Schaffer therefore recommends that the City of Hattiesburg review the bid submitted by Webster Electric Company, LLC 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

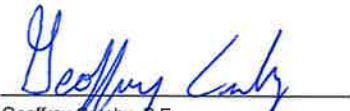
Enclosures

CITY OF HATTIESBURG
38TH AVENUE ROADWAY IMPROVEMENTS
FEDERAL AID PROJECT NO. STP-0210-00(036)LPA/108080-701000

				Engineers Estimate		Webster Electric Co., LLC P O Box 8129 Meridian, MS 39303		F&F Construction 21525 Blackwell Farm Road Saucier, MS 39574	
PAY ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
202-B007	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	1561	\$8.00	\$12,488.00	\$23.75	\$37,073.75	\$10.00	\$15,610.00
202-B088	REMOVAL OF CURB AND GUTTER, ALL TYPES	LF	37	\$10.00	\$370.00	\$36.70	\$1,357.90	\$10.00	\$370.00
202-B080	REMOVAL OF CONCRETE SIDEWALK	SY	2	\$12.00	\$24.00	\$330.00	\$660.00	\$100.00	\$200.00
202-B165	REMOVAL OF INLETS, ALL SIZES	EACH	1	\$500.00	\$500.00	\$1,470.00	\$1,470.00	\$2,000.00	\$2,000.00
203-G001	EXCESS EXCAVATION, FM, AH	CY	300	\$12.00	\$3,600.00	\$41.30	\$12,390.00	\$15.00	\$4,500.00
211-D001	TOPSOIL FOR PLANT PITS, CONTRACTOR FURNISHED	CY	560	\$30.00	\$16,800.00	\$32.40	\$18,144.00	\$35.00	\$19,600.00
219-A001	WATERING	KGAL	40	\$20.00	\$800.00	\$20.00	\$800.00	\$20.00	\$800.00
230-A100	SHRUB PLANTING, PARSONS JUNIPER	EACH	2605	\$12.00	\$31,260.00	\$6.05	\$15,760.25	\$9.55	\$24,877.75
L00076/230-A500	SHRUB PLANTING, DRIFT ROSE "PEACH"	EACH	304	\$25.00	\$7,600.00	\$34.90	\$10,609.60	\$29.53	\$8,977.12
230-B022	TREE PLANTING, CRAPE MYRTLE 'SIOUX'	EACH	24	\$300.00	\$7,200.00	\$183.50	\$4,404.00	\$158.00	\$3,792.00
230-A094	TREE PLANTING, NELLIE R. STEVENS HOLLY	EACH	40	\$300.00	\$12,000.00	\$180.00	\$7,200.00	\$120.00	\$4,800.00
230-D001	BED PREPARATION	SF	7500	\$2.00	\$15,000.00	\$1.00	\$7,500.00	\$1.00	\$7,500.00
232-A002	FERTILIZER FOR WOODY PLANT MATERIAL, TABLET, 10 GRAM	K	2	\$400.00	\$800.00	\$745.00	\$1,490.00	\$415.00	\$830.00
304-G002	SIZE 610 CRUSHED STONE BASE, AEA	CY	142	\$90.00	\$12,780.00	\$165.00	\$23,430.00	\$150.00	\$21,300.00
	OR								
304-G001	SIZE 825B CRUSHED STONE BASE, AEA	CY	142	\$90.00		\$0.00	\$0.00		\$0.00
	OR								
304-G003	3/4" AND DOWN CRUSHED STONE BASE, AEA	CY	142	\$90.00		\$0.00	\$0.00		\$0.00
403-B002	12.5-mm, MT, ASPHALT PAVEMENT, Leveling	TON	350	\$120.00	\$42,000.00	\$135.00	\$47,250.00	\$125.00	\$43,750.00
403-A014	9.5-mm, MT, ASPHALT PAVEMENT	TON	1250	\$120.00	\$150,000.00	\$127.25	\$159,062.50	\$115.00	\$143,750.00
406-A002	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	SY	14040	\$8.00	\$112,320.00	\$4.84	\$67,953.60	\$5.00	\$70,200.00
407-A001	ASPHALT FOR TACK COAT	GAL	1450	\$5.00	\$7,250.00	\$3.50	\$5,075.00	\$3.00	\$4,350.00
L00008 907-608-E500	ASPHALT PAVEMENT TEXTURING	SF	1250	\$20.00	\$25,000.00	\$10.25	\$12,812.50	\$10.00	\$12,500.00
608-A001	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	SY	30	\$250.00	\$7,500.00	\$84.15	\$2,524.50	\$80.00	\$2,400.00
609-B002	CONCRETE CURB, HEADER	LF	73	\$21.00	\$1,533.00	\$35.60	\$2,598.80	\$40.00	\$2,920.00
601-B001	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	CY	4	\$2,000.00	\$8,000.00	\$2,080.00	\$8,320.00	\$2,000.00	\$8,000.00
602-A001	REINFORCING STEEL	LBS	100	\$3.00	\$300.00	\$5.50	\$550.00	\$10.00	\$1,000.00
604-A001	CASTINGS	LBS	415	\$6.00	\$2,490.00	\$4.35	\$1,805.25	\$10.00	\$4,150.00
609-D008	TYPE 3A COMBINATION CONCRETE CURB AND GUTTER	LF	2421	\$20.00	\$48,420.00	\$26.30	\$63,672.30	\$25.00	\$60,525.00
613-D005	ADJUSTMENT OF MANHOLES	EACH	23	\$500.00	\$11,500.00	\$430.00	\$9,890.00	\$1,000.00	\$23,000.00
613-D011	ADJUSTMENT OF WATER VALVES	EACH	11	\$200.00	\$2,200.00	\$245.00	\$2,695.00	\$500.00	\$5,500.00
907-616-C004	COLORLED AND IMPRINTED CONCRETE MEDIAN AND ISLAND PAVEMENT, 6-INCH THICKNESS	SF	360	\$30.00	\$10,800.00	\$19.30	\$6,948.00	\$20.00	\$7,200.00
618-A001	MAINTENANCE OF TRAFFIC	LS	1	\$75,000.00	\$75,000.00	\$35,000.00	\$35,000.00	\$100,000.00	\$100,000.00
618-B001	ADDITIONAL CONSTRUCTION SIGNS	SF	1	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
620-A001	MOBILIZATION	LS	1	\$100,000.00	\$100,000.00	\$76,000.00	\$76,000.00	\$247,000.00	\$247,000.00
699-A001	ROADWAY CONSTRUCTION STAKES	LS	1	\$20,000.00	\$20,000.00	\$23,245.00	\$23,245.00	\$15,000.00	\$15,000.00
626-D004	6" THERMOPLASTIC TRAFFIC STRIPE, SKIP YELLOW	LF	102	\$2.00	\$204.00	\$1.20	\$122.40	\$1.10	\$112.20
626-E003	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	LF	4389	\$2.00	\$8,778.00	\$0.60	\$2,633.40	\$0.55	\$2,413.95
626-G002	THERMOPLASTIC DETAIL STRIPE, WHITE	LF	1407	\$3.00	\$4,221.00	\$2.35	\$3,306.45	\$2.20	\$3,095.40
626-G003	THERMOPLASTIC DETAIL STRIPE, YELLOW	LF	378	\$3.00	\$1,134.00	\$2.35	\$888.30	\$2.20	\$831.60
907-626-Z003	THERMOPLASTIC LEGEND, WHITE, 6" EQUIVALENT LENGTH, 40-MIL. MIN.	LF	1446	\$4.00	\$5,784.00	\$2.35	\$3,398.10	\$2.20	\$3,181.20
907-626-Z004	THERMOPLASTIC LEGEND, WHITE, 6" EQUIVALENT LENGTH, 40-MIL. MIN.	SF	887	\$6.00	\$5,322.00	\$7.00	\$6,209.00	\$6.60	\$5,854.20
619-C6001	RED-CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	EACH	75	\$8.00	\$600.00	\$11.70	\$877.50	\$11.00	\$825.00
619-C7001	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	EACH	242	\$8.00	\$1,936.00	\$11.70	\$2,831.40	\$11.00	\$2,662.00
608-C001	DETECTABLE WARNINGS	SF	42	\$50.00	\$2,100.00	\$76.00	\$3,192.00	\$75.00	\$3,150.00
630-A003	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS	SF	18	\$50.00	\$900.00	\$35.05	\$630.90	\$44.00	\$792.00
630-C003	STEEL U-SECTION POSTS, 3.0 LB/FT	LF	28	\$15.00	\$420.00	\$14.05	\$393.40	\$11.00	\$308.00
L000161683-500	LIGHTING ASSEMBLY, LOW MAST TYPE 15-1-0-LED, PER PLANS	EACH	45	\$6,000.00	\$270,000.00	\$4,990.00	\$224,550.00	\$6,000.00	\$270,000.00
907-259-F001	WEATHERPROOF GFCI RECEPTACLE	EACH	11	\$100.00	\$1,100.00	\$580.00	\$6,380.00	\$95.00	\$1,045.00
682-A010	UNDERGROUND BRANCH CIRCUIT AWG 10, 3 CONDUCTOR	LF	1030	\$11.00	\$11,330.00	\$8.10	\$8,343.00	\$10.50	\$10,815.00
682-A039	UNDERGROUND BRANCH CIRCUIT AWG 8, 3 CONDUCTOR	LF	140	\$13.00	\$1,820.00	\$10.05	\$1,407.00	\$1.75	\$245.00
682-A034	UNDERGROUND BRANCH CIRCUIT AWG 6, 3 CONDUCTOR	LF	20	\$15.00	\$300.00	\$10.70	\$214.00	\$2.75	\$55.00
682-A036	UNDERGROUND BRANCH CIRCUIT AWG 6, 5 CONDUCTOR	LF	90	\$18.00	\$1,620.00	\$12.45	\$1,120.50	\$2.00	\$180.00
682-B010	UNDERGROUND BRANCH CIRCUIT JACKED OR BORED AWG 10, 3 CONDUCTOR	LF	240	\$35.00	\$8,400.00	\$12.80	\$3,072.00	\$17.00	\$4,080.00
682-B037	UNDERGROUND BRANCH CIRCUIT JACKED OR BORED AWG 8, 3 CONDUCTOR	LF	257	\$35.00	\$8,995.00	\$14.45	\$3,713.65	\$20.00	\$5,140.00
682-B032	UNDERGROUND BRANCH CIRCUIT JACKED OR BORED AWG 6, 3 CONDUCTOR	LF	190	\$40.00	\$7,600.00	\$16.80	\$3,192.00	\$20.00	\$3,800.00
682-F002	SECONDARY POWER CONTROLLER	EACH	2	\$15,000.00	\$30,000.00	\$7,015.00	\$14,030.00	\$6,650.00	\$13,300.00
684-A003	POLE FOUNDATION 24" DIAMETER	CY	50	\$2,500.00	\$125,000.00	\$1,380.00	\$69,000.00	\$1,235.00	\$61,750.00
907-682-A1025	BRANCH CIRCUIT WIRE AWG #8, 3 CONDUCTOR	LF	536	\$6.00	\$3,216.00	\$2.80	\$1,500.80	\$3.00	\$1,608.00
907-682-A1031	BRANCH CIRCUIT WIRE AWG #8, 3 CONDUCTOR	LF	1745	\$5.00	\$8,725.00	\$2.20	\$3,839.00	\$2.25	\$3,926.25
907-682-A1027	BRANCH CIRCUIT WIRE AWG #6, 5 CONDUCTOR	LF	919	\$8.00	\$7,352.00	\$4.60	\$4,227.40	\$4.00	\$3,676.00
907-632-A007	SOLID STATE TRAFFIC CABINET ASSEMBLY, TYPE III CABINET, TYPE 1 CONTROLLER	EACH	1	\$15,000.00	\$15,000.00	\$20,310.00	\$20,310.00	\$20,750.00	\$20,750.00
907-632-C001	MODIFY EXISTING TRAFFIC SIGNAL CABINET ASSEMBLY	EACH	1	\$5,000.00	\$5,000.00	\$4,360.00	\$4,360.00	\$3,920.00	\$3,920.00
907-632-J001	POWER SERVICE PEDESTAL	EACH	1	\$9,000.00	\$9,000.00	\$5,235.00	\$5,235.00	\$3,850.00	\$3,850.00
907-634-A222	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE III(L), 30' SHAFT, 25' & 35' ARM	EACH	1	\$17,000.00	\$17,000.00	\$14,650.00	\$14,650.00	\$16,700.00	\$16,700.00
907-634-A229	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE III(L), 30' SHAFT, 30' & 35' ARM	EACH	1	\$17,000.00	\$17,000.00	\$17,235.00	\$17,235.00	\$19,650.00	\$19,650.00
907-634-A545	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE IV, 8' SHAFT	EACH	2	\$3,200.00	\$6,400.00	\$965.00	\$1,930.00	\$1,165.00	\$2,330.00
907-634-C001	POLE FOUNDATIONS, CLASS "B" CONCRETE	CY	9	\$750.00	\$6,750.00	\$1,015.00	\$9,135.00	\$1,020.00	\$9,180.00
635-A059	TRAFFIC SIGNAL HEAD, TYPE 1	EACH	8	\$950.00	\$7,600.00	\$860.00	\$6,880.00	\$785.00	\$6,280.00
635-A065	TRAFFIC SIGNAL HEAD, TYPE 2 FYA	EACH	2	\$2,300.00	\$4,600.00	\$1,565.00	\$3,130.00	\$1,225.00	\$2,450.00
635-A076	TRAFFIC SIGNAL HEAD, TYPE 6	EACH	6	\$1,200.00	\$7,200.00	\$750.00	\$4,500.00	\$585.00	\$3,510.00
907-636-B003	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, IMSA-20-1, AWG 10, 2 CONDUCTOR	LF	159	\$3.50	\$556.50	\$2.25	\$357.75	\$2.00	\$318.00
907-636-B014	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, IMSA-20-1, AWG 14, 5 CONDUCTOR	LF	398	\$2.40	\$955.20	\$2.20	\$875.60	\$1.50	\$597.00
907-636-B016	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, IMSA-20-1, AWG 14, 8 CONDUCTOR	LF	328	\$3.25	\$1,066.00	\$2.50	\$820.00	\$1.70	\$557.60
907-636-B053	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, THHN, AWG #6, 3 CONDUCTOR	LF	5	\$3.50	\$17.50	\$20.00	\$100.00	\$15.00	\$75.00
907-636-D001	ELECTRIC CABLE, AERIAL SUPPORTED IN CONDUIT, IMSA-20-1, AWG 10, 2 CONDUCTOR	LF	76	\$3.45	\$262.20	\$2.25	\$171.00	\$0.50	\$38.00
907-636-D006	ELECTRIC CABLE, AERIAL SUPPORTED IN CONDUIT, IMSA-20-1, AWG 14, 5 CONDUCTOR	LF	48	\$3.75	\$180.00	\$2.20	\$105.60	\$0.50	\$24.00
907-636-D008	ELECTRIC CABLE, AERIAL SUPPORTED IN CONDUIT, IMSA-20-1, AWG 14, 8 CONDUCTOR	LF	181	\$4.00	\$724.00	\$2.50	\$452.50	\$1.70	\$307.70
907-637-A002	PULLBOX ENCLOSURE, TYPE 2	EACH	3	\$1,200.00	\$3,600.00	\$875.00	\$2,625.00	\$815.00	\$2,445.00
907-637-A003	PULLBOX ENCLOSURE, TYPE 3	EACH	2	\$1,500.00	\$3,000.00	\$1,400.00	\$2,800.00	\$1,150.00	\$2,300.00
907-637-C028	TRAFFIC SIGNAL CONDUIT, UNDERGROUND, TYPE 4, 2"	LF	325	\$9.00	\$2,925.00	\$9.20	\$2,990.00	\$7.05	\$2,291.25
907-637-C030	TRAFFIC SIGNAL CONDUIT, UNDERGROUND, TYPE 4, 3"	LF	71	\$12.00	\$852.00	\$8.90	\$631.90	\$7.00	\$497.00
907-637-D002	TRAFFIC SIGNAL CONDUIT, UNDERGROUND DRILLED OR JACKED, ROLLED PIPE, 2"	LF	40	\$17.00	\$680.00	\$12.05	\$482.00	\$18.00	\$720.00
907-637-D003	TRAFFIC SIGNAL CONDUIT, UNDERGROUND DRILLED OR JACKED, ROLLED PIPE, 3"	LF	165	\$21.00	\$3,465.00	\$14.50	\$2,392.50	\$20.00	\$3,300.00
907-639-B001	TYPE 1 OPTICAL DETECTOR	EACH	4	\$800.00	\$3,200.00	\$905.00	\$3,620.00	\$600.00	\$2,400.00
907-639-C001	TYPE 1 OPTICAL DETECTOR CABLE	LF	272	\$3.25	\$884.00	\$1.85	\$503.20	\$3.00	\$816.00
907-639-D001	MULTIMODE PHASE SELECTOR	EACH	1	\$4,200.00	\$4,200.00	\$3,235.00	\$3,235.00	\$3,400.00	\$3,400.00
907-643-A004	VIDEO VEHICLE DETECTION SENSOR, TYPE 1A	EACH	4	\$4,700.00	\$18,800.00	\$6,800.00	\$27,200.00	\$6,925.00	\$27,700.00
907-643-B001	VIDEO VEHICLE DETECTION CABLE	LF	264	\$4.00	\$1,056.00	\$2.75	\$726.00	\$2.00	\$528.00
907-645-B001	ACCESSIBLE PEDESTRIAN DETECTION ASSEMBLY	EACH	4	\$1,600.00	\$6,400.00	\$740.00	\$2,960.00	\$700.00	\$2,800.00
907-653-B001	STREET NAME SIGN	SF	30	\$93.00	\$2,790.00	\$85.00	\$2,550.00	\$45.00	\$1,350.00
907-662-D002	RADIO INTERCONNECT, BROADBAND, SHORT RANGE	EACH	2	\$10,000.00	\$20,000.00	\$4,605.00	\$9,210.00	\$3,500.00	\$7,000.00
907-663-A001	NETWORK SWITCH, TYPE A	EACH	1	\$4,500.00	\$4,500.00	\$2,375.00	\$2,375.00	\$220.00	\$220.00
TOTAL BID					\$1,436,265.40		\$1,191,322.20		\$1,417,562.22 #1

#1 Incorrect Total Bid - Bid Proposal reflected \$1,413,072.22

I certify this to be a true & accurate Bid Tabulation of bids received @ 10:00a.m., Thursday, December 5th, 2019 for the City of Hattiesburg - 38th Avenue Roadway Improvements Project - Federal Aid Project No. STP-0210-00(036)LPA/108080-701000


Geoffrey Crosby, P.E.
Mississippi Registration No. 19984



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 Engineer.

1. ☒ One (1) original of Non-Collusion Affidavit for the recommended bidder.
 - a. **This cannot be printed on the front and back**
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. An example can be found [here](#).
5. ☒ One (1) copy of the **entire** Section 905 Proposal bid sheets for the recommended bidder including the DBE commitment.
6. ☒ One (1) legible copy of the 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**. An Example of the supporting documentation can be found [here](#). **The form shall be stamped or dated to verify it was received within the required 3 days.**
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 **Traffic Control Supervisor** (if required by the **MDOT** District LPA Engineer) assigned to the project. A copy of the certification(s) must be included. Training must meet the requirements, and training frequency set forth in **section 618.01.2 (Contractors and Consultants are both required to meet these requirements)**.
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 contractor's DUNS form.

Chief LPA Official



LPA Professional

Project Number: STP-0210-00(036) LPA/ 108080-701000

Local Public Agency: Hattiesburg, Mississippi

Bid Opening: Thursday, December 5, 2019

LPA Contact Person:

Lamar Rutland, P.E.

Project Director

P.O. Box 1889

Hattiesburg, MS 39403-1898

Engineer/Consultant:

Geoffrey Crosby, P.E.

Neel-Schaffer, Inc.

704 Hardy Street

Hattiesburg, MS 39401

The City of Hattiesburg received two (2) bids for the above referenced project. The bid proposals have been examined and the apparent lowest responsive bidder is Webster Electric Company, LLC with a total bid amount of \$ 1,191,322.20.

The two (2) bids that were received on this project are as follows:

- | | |
|----------------------------------|----------------|
| 1. Webster Electric Company, LLC | \$1,191,322.20 |
| 2. F and F Construction | \$1,417,562.22 |

Based on the results of the bid tabulations, Webster Electric Company, LLC, was the lowest responsive bidder for the project. Their bid was 20.56% below the Engineer's Estimate for the total bid. The Engineer's Estimate is included with the bid tabulation.

The Bidding Certification has been provided that certifies that the bidding process was accomplished in accordance with the Project Development Manual for Local Public Agencies, and that the Procedures for Advertising were followed.

Lamar Rutland, P.E.
Project Director



Geoffrey Crosby, P.E.
Project Engineer

LPA PROJECT

DISADVANTAGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER : STP-0210-00(036) LPA/108080-701000

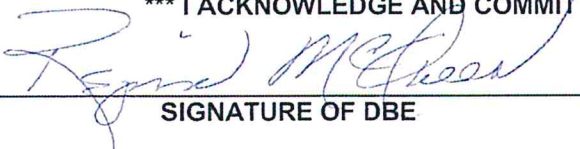
NAME OF DBE FIRM: RJM McQueen Contracting, Inc. ☒ RACE CONSCIOUS ☐ RACE NEUTRAL

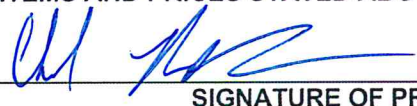
COUNTY: Forrest

CITY : Hattiesburg, Mississippi

A	B	C
REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
907-608-E500 ASPHALT PAVEMENT TEXTURING	100%	\$10,937.50
608-A001 CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	100%	\$2,160.00
609-B002 CONCRETE CURB, HEADER	100%	\$2,409.00
609-D008 TYPE 3A COMBINATION CONCRETE CURB AND GUTTER	100%	\$54,472.50
607-616-C004 COLORED AND IMPRINTED CONCRETE MEDIAN AND ISLAND PAVEMENT	100%	\$2,730.00
608-C001 DETECTABLE WARNINGS	100%	\$5,940.00
TOTAL		\$78,649.00
PER CENT OF TOTAL BID		6.6%

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

 SIGNATURE OF DBE

 SIGNATURE OF PRIME

DATE APPROVED: _____

APPROVED BY: _____

Webster Electric Co. LLC

Prime Contractor Firm Name

Chad Robertson

Submitted By Name

LPA Project Director Name (Printed)

LPA Project Director (Signature)

Vice-President

TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF _____ %.

INSTRUCTIONS :
1. SUBMIT THIS FORM TO THE LPA Project Director <u>FOR THEIR SIGNATURE</u> NO LATER THAN THE THIRD (3) BUSINESS DAY AFTER THE OPENING OF THE BIDS.
2. 60 % CREDIT IS ALLOWED TOWARD THE DBE GOAL FOR SUPPLIERS.
3. THE ACTUAL SUBCONTRACT AGREEMENT MUST EQUAL OR EXCEED THE DOLLAR AMOUNT SHOWN IN COLUMN " C " .
4. IF THE DBE FIRM PERFORMS " ALL OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM ENTER 100 % IN COLUMN " B " .
5. IF THE DBE FIRM PERFORMS " A PORTION OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM THE PERCENTAGE IS CALCULATED BASED ON THE TOTAL VALUE OF THE ITEM AND ENTERED IN COLUMN " B " . A BREAKDOWN OF THE COST MUST ACCOMPANY THIS SITUATION.

December 17, 2019

David H. Seyfarth, PE
District LPA Coordinator
Mississippi Department of Transportation
16499#B Highway 49, N. Trailer
Saucier, MS 39574

REFERENCE: 38th AVENUE ROADWAY IMPROVEMENTS
PROJECT NO. STP 0210-00(036) LPA/108080-701000
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 Bid Evaluation
- 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 for this project will be Geoffrey Crosby, PE, and the 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 Project Manager and will sign estimates for the LPA.
- Ann Jones, Chief Administrative Officer, and a full-time LPA employee can also sign estimates for the LPA.
- Toby Barker, Mayor, and a full-time LPA employee can also sign estimates for the LPA.

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.

Toby Barker
Mayor, City of Hattiesburg

Geoffrey P. Crosby, P.E.
Project Engineer

Lamar Rutland, P.E.
Engineering Director, City of Hattiesburg

Ann Jones
CAO, City of Hattiesburg

Enclosures



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 17, 2019

Re: Acknowledge offer of Airport Improvement Project grant from the U. S. Department of Transportation-Federal Aviation Administration (FAA) in the amount of \$2,134,424.00 for the Bobby L. Chain Municipal Airport Apron Restoration Part I Project; Authorize Mayor to accept grant and execute all related documents as required by FAA.
File Number: 2019-397
Minute Book #

Summary

Acknowledge offer of Airport Improvement Project grant from the U. S. Department of Transportation-Federal Aviation Administration (FAA) in the amount of \$2,134,424.00 for the Bobby L. Chain Municipal Airport Apron Restoration Part I Project; Authorize Mayor to accept grant and execute all related documents as required by FAA.

Recommendation Statement

This is the grant for the next airport improvement project. The breakdown for it is:

Federal Share \$2,134,424.00

State Share \$118,579.00

Local Share \$118,579.00

I recommend acceptance of this grant.

Please place this on the December 17, 2019 City Council meeting for consideration.

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

City Of Hattiesburg

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

72-1389768

* c. Organizational DUNS:

d. Address:

* Street1:

200 Forrest Street

Street2:

* City:

Hattiesburg

County/Parish:

Forrest

* State:

MS: Mississippi

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

39401

e. Organizational Unit:

Department Name:

Engineering

Division Name:

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

Prefix:

Mr.

* First Name:

Lamar

Middle Name:

* Last Name:

Rutland

Suffix:

Title:

Airport Director / City Engineer

Organizational Affiliation:

Hattiesburg-Bobby L. Chain Municipal Airport

* Telephone Number:

(601) 545-4540

Fax Number:

(601) 545-4642

* Email:

lrutland@hattiesburgms.com

Application for Federal Assistance SF-424

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

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration (FAAO)

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

* 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:

Apron Restoration

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

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

* a. Applicant

Fourth

* b. Program/Project

Fourth

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

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

12/31/2019

* b. End Date:

08/31/2020

18. Estimated Funding (\$):

* a. Federal

2,134,424.00

* b. Applicant

* c. State

118,579.00

* d. Local

118,579.00

* e. Other

* f. Program Income

* g. TOTAL

2,371,582.00

*** 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:

Toby

Middle Name:

* Last Name:

Barker

Suffix:

* Title:

Mayor of Hattiesburg

* Telephone Number:

601-545-4500

Fax Number:

601-545-4642

* Email:

info@hattiesburgms.com

* Signature of Authorized Representative:

* Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

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

PART II - SECTION B

Certification Regarding Lobbying

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

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

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

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

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

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

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

This is on Airport Land. This Apron Restoration has no effect on the adjacent land.

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

None

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

None

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

Yes

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

N/A

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

Yes

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

N/A

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

N/A

PART II – SECTION C (Continued)

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

N/A

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

Land is owned by airport.

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

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

N/A

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

N/A

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

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Federal Domestic Assistance Catalog Number: 20.106
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 24,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			139,600
5. Other Architectural engineering fees			37,000
6. Project inspection fees			201,400
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			1,969,582
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 2,371,582
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			2,371,582
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 2,371,582
19. Federal Share requested of Line 18			2,134,424
20. Grantee share			118,579
21. Other shares			118,579
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 2,371,582

SECTION C – EXCLUSIONS

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

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share – Fund Categories	Amount
a. Securities	\$ 118,579
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 118,579
25. Other Shares	Amount
a. State	118,579
b. Other	
c. TOTAL - Other Shares	\$ 118,579
26. TOTAL NON-FEDERAL FINANCING	\$ 237,158

SECTION E – REMARKS

(Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Apron Restoration

AIRPORT: Hattiesburg Bobby L. Chain Municipal Airport

1. Objective:

The primary objective of the Apron Restoration Project is to restore an existing concrete apron by mitigating cracks and spalling, and providing adequate edge drainage infrastructure. The concrete ramp of which the apron is comprised is over 70 years old and improvements have not been made to the apron in over 12 years.

2. Benefits Anticipated:

This apron is the face of the airport and it is vital to attract new and continued use from nearby pilots. The restored apron will reduce FOD, prevent the need for future apron replacement, and potentially increase sustainability of the airport through attracting new business.

3. Approach: (See approved Scope of Work in Final Application)

The project includes an unbonded, reinforced P.C. concrete overlay (complete with tie-downs) nominally 300 feet wide totaling approximately 17,300 SY of the N-S portion of the apron, with asphalt concrete transitions, edge drainage for the apron, and an adjacent inlet rebuild.

4. Geographic Location:

Hattiesburg, MS Forrest County
31 Deg. 15' 53.8"N / 89 Deg. 51' 10.40"W

5. If Applicable, Provide Additional Information:

N/A

6. Sponsor's Representative: (include address & telephone number)

Lamar Rutland, PE Airport Director / City Engineer
212 West Front Street Hattiesburg, MS 39401
601-545-4540

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Hattiesburg, MS

Airport: Hattiesburg - Bobby L. Chain Municipal Airport

Project Number: 3-28-0031-0027-2019

Description of Work: Apron Restoration

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- ☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- ☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of , .

Name of Sponsor: City of Hattiesburg, MS

Name of Sponsor's Authorized Official: Toby Barker

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Hattiesburg, MS

Airport: Hattiesburg - Bobby L. Chain Municipal Airport

Project Number: 3-28-0031-0027-2019

Description of Work: Apron Restoration

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), 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.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Hattiesburg - Bobby L. Chain Municipal Airport

Address: 29 Academy Dr., Hattiesburg, MS 39401

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Hattiesburg, MS

Name of Sponsor's Authorized Official: Toby Barker

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Hattiesburg, MS

Airport: Hattiesburg - Bobby L. Chain Municipal Airport

Project Number: 3-28-0031-0027-2019

Description of Work: Apron Restoration

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☒ Yes ☐ No ☐ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Hattiesburg, MS

Name of Sponsor's Authorized Official: Toby Barker

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: City of Hattiesburg, MS

Airport: Hattiesburg - Bobby L. Chain Municipal Airport

Project Number: 3-28-0031-0027-2019

Description of Work: Apron Restoration

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this ____ day of _____, _____.

Name of Sponsor: City of Hattiesburg, MS

Name of Sponsor's Authorized Official: Toby Barker

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

BID SUMMARY
Hattiesburg Bobby L. Chain Municipal Airport
Apron Restoration AIP No. 3-28-0031-0027-2019

Company		
	Base Bid	Alternate No. 1
Chris Albritton Construction Co., Inc.	\$2,300,198.00	\$519,944.00
Simmons Erosion Control, Inc.	\$1,804,056.50	\$439,220.40

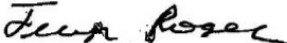
Hattiesburg - Bobby L. Chain Municipal Airport
Apron Restoration Part 1

AIP NO. 3-28-0031-0027-2019

1. Administration	\$24,000
2. Engineering	\$139,600
3. Engineering (Testing)	\$37,000
4. Construction	\$1,969,582
4a. Construction (100% City Funded)	\$0
5. Const. Admin, Inspection	\$201,400
Total	\$2,371,582
* Items 1,2,3,4,5, will require 5% City Funding	
* Item 4a.	

**GRANT AGREEMENT
ENGINEERING WORKSHEET**

PART A (PREPARED BY AIRPORT OWNER'S ENGINEER OR REPRESENTATIVE)

HBG Hattiesburg		Location Forrest County				Project No.:3-28-0031-027-2019			
Brief Item Description (See reverse for typical description)	% Fed	Units	RW	(1) Construction Cost	(2) Eng./testing	(3) Administ.	(4) Total	(5) Federal	(6) Non-Federal
Apron Restoration	90			\$1,969,582.00	\$378,000.00	\$24,000.00	\$2,371,582.00	\$2,134,424.00	\$237,158.00
TOTALS							\$2,371,582.00	\$2,134,424.00	\$237,158.00
(7) Recommended work description for grant offer: Apron Restoration									
(8) Justification for any increase in T/A amount of \$ (If no increase, enter "N/A") 									
Signature of Airport Owner's Engineer:		Jeron Rogers, P.E.				Date:		12/4/2019	

PART B (PREPARED BY FAA ENGINEER)

Land Acquisition and Relocation Assistance Only

	YES	NO		YES	NO
1. People or businesses (were/are) loc'd on land?			4a. Land costs are based on appraisals, or		
2. Only necessary land is included?			b. based on actual costs for reimbursements?		
3. Land costs are reasonable?			5. Requested land not in previous GA & deleted?		
All Projects (Land and Construction)					
	YES	NO		YES	NO
6. Exhibit "A" received and correct?			12. P & S ae in accordance with EIS/FONSI?		
7. Project application, signed and correct?			13. Costs are reasonable?		
8. All work in P & S in grant offer?			14. Air/water quality certification received?		
9. Stage construction?			15. Sponsor legally obligated to relocate utility?		
10. Cost based on bids?			16a. Surplus property land sale proceeds available?		
11. Force account?			b. If so, are they applied to this project?		
17. Comments on above numbered items:					
18. Recommended special conditions for grant:					

Signature of FAA Project Manager:

Date:



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 17, 2019

Re: Acknowledge bids received September 7, 2018 for the Bobby L. Chain Municipal Airport Apron Restoration Part I Project and accept the bid from Simmons Erosion Control, Inc. in the amount of \$1,804,056.50 for the base bid; Authorize Mayor to execute contracts in triplicate.
File Number: 2019-394
Minute Book #

Summary

Acknowledge bids received September 7, 2018 for the Bobby L. Chain Municipal Airport Apron Restoration Part I Project and accept the bid from Simmons Erosion Control, Inc. in the amount of \$1,804,056.50 for the base bid; Authorize Mayor to execute contracts in triplicate.

Recommendation Statement

This is the next FAA Grant project. I recommend approval.

Please place this on the December 17, 2019 City Council meeting for consideration.

Hattiesburg Bobby L. Chain Municipal Airport - Apron Restoration Part 1
AIP No. 3-28-0031-0026-2018 Bid Tabulation (September 7, 2018)

Bid Item Add. No.1	Description	Unit of Measure	Approximate Quantity	Engineers Estimate		Simmons Erosion Control, Inc.	
				Unit Price	Total	Unit Price	Total
P-151	Clearing & Demolition	Lump Sum	1	LS	\$50,000.00	LS	\$12,500.00
P-152.4.1	Unclassified Excavation	C.Y.	1,000	\$20.00	\$20,000.00	\$12.00	\$12,000.00
P-209	Crushed Aggregate Base	C.Y.	650	\$110.00	\$71,500.00	\$125.00	\$81,250.00
P-401-8.1a	Bituminous Surface Course	Ton	676	\$140.00	\$94,640.00	\$162.50	\$109,850.00
P-403-8.1a	Bituminous Leveling Course	Ton	920	\$140.00	\$128,800.00	\$162.50	\$149,500.00
P-501a	Portland Cement Concrete Pavement (Reinforced) – 6 1/2" thick	S.Y.	13,500	\$75.00	\$1,012,500.00	\$74.65	\$1,007,775.00
P-501b	Portland Cement Concrete Pavement (Reinforced) – 7" thick	S.Y.	2,500	\$85.00	\$212,500.00	\$84.30	\$210,750.00
P-602	Bituminous Prime Coat	Gal.	750	\$3.00	\$2,250.00	\$4.55	\$3,412.50
P-603	Bituminous Tack Coat	Gal.	1,140	\$3.00	\$3,420.00	\$4.55	\$5,187.00
P-620-5.1(A)	Runway and Taxiway Painting	S.F.	500	\$4.00	\$2,000.00	\$3.90	\$1,950.00
D-701-5.1(E)	15" Poly (Vinyl Chloride) Ribbed Drain Pipe	L.F.	598	\$70.00	\$41,860.00	\$24.00	\$14,352.00
D-751	Rebuild Inlet	Each	1	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
T-901	Turfing(Seeding Fertilizing and Mulching)	S.Y.	1,200	\$2.00	\$2,400.00	\$5.50	\$6,600.00
S001	Mobilization	Lump Sum	1	LS	\$190,000.00	LS	\$120,000.00
S002	Paving Fabric	S.Y.	2,500	\$4.00	\$10,000.00	\$2.78	\$6,950.00
S003	Construction Layout	Lump Sum	1	LS	\$8,000.00	LS	\$7,500.00
S008	Pre-sloped Channel Drain	L.F.	476	120	\$57,120.00	\$105.00	\$49,980.00
	Subtotal				\$1,911,990.00		\$1,804,056.50

Bid Item ADD No. 1	Description	Unit of Measure	Approximate Quantity	Engineer's Estimate		Simmons Erosion Control, Inc.	
				Unit Price	Total	Unit Price	Total
P-401-8.1a	Bituminous Surface Course	TON	538	\$140.00	\$75,320.00	\$162.50	\$87,425.00
P-403-8.1a	Bituminous Leveling Course	TON	38	\$140.00	\$5,320.00	\$162.50	\$6,175.00
P-501a	Portland Cement Concrete Pavement (Reinforced) – 6 1/2" thick	S.Y.	4,500	\$75.00	\$337,500.00	\$74.00	\$333,000.00
P-603	Bituminous Tack Coat	GAL	488	\$3.00	\$1,464.00	\$4.55	\$2,220.40
P-620-5.1(A)	Runway and Taxiway Painting	S.F.	2,000	\$5.00	\$10,000.00	\$5.20	\$10,400.00
	Subtotal				\$429,604.00		\$439,220.40

Jeron Rogers

Jeron Rogers, P.E.

Hattiesburg Bobby L. Chain Municipal Airport - Apron Restoration Part 1
AIP No. 3-28-0031-0026-2018 Bid Tabulation (September 7, 2018)

Bid Item Add. No.1	Description	Unit of Measure	Approximate Quantity	Engineers Estimate		Chris Albritton Construction Company, Inc.	
				Unit Price	Total	Unit Price	Total
P-151	Clearing & Demolition	Lump Sum	1	LS	\$50,000.00	LS	\$18,000.00
P-152.4.1	Unclassified Excavation	C.Y.	1,000	\$20.00	\$20,000.00	\$9.60	\$9,600.00
P-209	Crushed Aggregate Base	C.Y.	650	\$110.00	\$71,500.00	\$112.00	\$72,800.00
P-401-8.1a	Bituminous Surface Course	Ton	676	\$140.00	\$94,640.00	\$150.00	\$101,400.00
P-403-8.1a	Bituminous Leveling Course	Ton	920	\$140.00	\$128,800.00	\$150.00	\$138,000.00
P-501a	Portland Cement Concrete Pavement (Reinforced) – 6 1/2" thick	S.Y.	13,500	\$75.00	\$1,012,500.00	\$86.00	\$1,161,000.00
P-501b	Portland Cement Concrete Pavement (Reinforced) – 7" thick	S.Y.	2,500	\$85.00	\$212,500.00	\$90.00	\$225,000.00
P-602	Bituminous Prime Coat	Gal.	750	\$3.00	\$2,250.00	\$15.00	\$11,250.00
P-603	Bituminous Tack Coat	Gal.	1,140	\$3.00	\$3,420.00	\$38.00	\$43,320.00
P-620-5.1(A)	Runway and Taxiway Painting	S.F.	500	\$4.00	\$2,000.00	\$17.00	\$8,500.00
D-701-5.1(E)	15" Poly (Vinyl Chloride) Ribbed Drain Pipe	L.F.	598	\$70.00	\$41,860.00	\$88.00	\$52,624.00
D-751	Rebuild Inlet	Each	1	\$5,000.00	\$5,000.00	\$4,200.00	\$4,200.00
T-901	Turfing(Seeding Fertilizing and Mulching)	S.Y.	1,200	\$2.00	\$2,400.00	\$2.00	\$2,400.00
S001	Mobilization	Lump Sum	1	LS	\$190,000.00	LS	\$280,000.00
S002	Paving Fabric	S.Y.	2,500	\$4.00	\$10,000.00	\$10.00	\$25,000.00
S003	Construction Layout	Lump Sum	1	LS	\$8,000.00	LS	\$50,000.00
S008	Pre-sloped Channel Drain	L.F.	476	120	\$57,120.00	\$204.00	\$97,104.00
	Subtotal				\$1,911,990.00		\$2,300,198.00

Bid Item ADD No. 1	Description	Unit of Measure	Approximate Quantity	Engineer's Estimate		Chris Albritton Construction Company, Inc.	
				Unit Price	Total	Unit Price	Total
P-401-8.1a	Bituminous Surface Course	TON	538	\$140.00	\$75,320.00	\$150.00	\$80,700.00
P-403-8.1a	Bituminous Leveling Course	TON	38	\$140.00	\$5,320.00	\$150.00	\$5,700.00
P-501a	Portland Cement Concrete Pavement (Reinforced) – 6 1/2" thick	S.Y.	4,500	\$75.00	\$337,500.00	\$90.00	\$405,000.00
P-603	Bituminous Tack Coat	GAL	488	\$3.00	\$1,464.00	\$38.00	\$18,544.00
P-620-5.1(A)	Runway and Taxiway Painting	S.F.	2,000	\$5.00	\$10,000.00	\$5.00	\$10,000.00
	Subtotal				\$429,604.00		\$519,944.00



Jeron Rogers, P.E.

SPECIFICATIONS AND CONTRACT DOCUMENTS

HATTIESBURG-BOBBY L. CHAIN
MUNICIPAL AIRPORT
APRON RESTORATION
PART I

AIP NO. 3-28-0031-0026-2018

CITY OF
HATTIESBURG

Prepared By

ARE Consultants, Inc.

800 Spring Street, Suite 214, Shreveport, LA 71101

P.O. Box 38252, (318) 222-8252

1216 S. Morrison, STE 5, Hammond, LA 70403

July, 2018

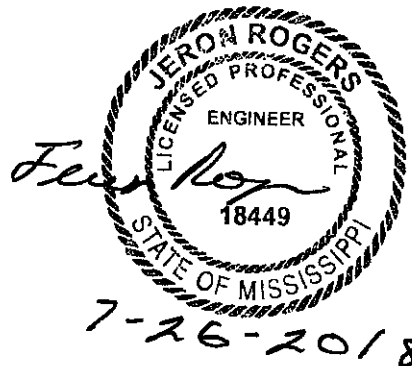


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CONTRACT DOCUMENTS

SECTION A: ADVERTISEMENT FOR BIDDERS

Proof of Publication Required.

SEALED BIDS for construction of the following will be received by the City of Hattiesburg in the City Clerks Office, City Hall, Hattiesburg, MS 39401 until 10:00 a.m. Central Time on September 7, 2018 for Hattiesburg-Bobby L. Chain Apron Restoration Part I (A.I.P. Project No. 3-28-0031-0026-2018) for the City of Hattiesburg.

This project shall generally consist of work which includes: earthwork, base, paving, marking and turfing.

Each bid shall generally be accompanied by a bid bond, certified check or cashier's check for an amount equal to five (5) percent of the total base bid.

Bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Copies of the Contract Documents are on file at the City Engineering Office, 212 West Front Street, Hattiesburg, MS 39401 and are open for public inspection.

Contract documents may be examined and secured by licensed contractors, sub-contractors, and material suppliers from ARE Consultants, Inc. at (318)222-8252. Plans are available upon deposit of One Hundred Dollars (\$100.00) per set for each set obtained. Direct questions to the Engineer at (318) 222-8252. The deposit will be refunded upon return of the drawings and specifications in good condition within ten (10) days after date of opening of bids.

Official bid documents may be downloaded from Central Bidding at www.centralbidding.com . Electronic bids may be submitted at www.centralbidding.com.

Evidence that a Contractor holds a valid Mississippi Contractor's License must be presented prior to release of bidding documents and/or submittal of a bid proposal. The required classification is Highway, Street, and Bridge Construction.

It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds.

The proposed contract is subject to the Buy American provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990. Details of such requirements are contained in the specifications.

The following question will be asked of all bidders: "Has the bidder defaulted on a contract or ever been involved in litigation with a political subdivision of the State of Mississippi or any other state or country?" _____ YES
_____NO If "YES," please supply full details.

The City of Hattiesburg reserves the right to reject any or all bids and to waive informalities.

The bids shall be presented in a sealed envelope marked:

Bobby L. Chain Airport
Apron Restoration Part I
A.I.P Project No. 3-28-0031-0026-2018
for the City of Hattiesburg.

BID DATE: September 7, 2018 10:00 a.m. Central Time

A mandatory pre-bid conference is scheduled for 10:00 a.m. Tuesday, August 28, 2018, in the Airport Conference Room, 29 Academy Drive, Hattiesburg Bobby L. Chain Airport, Hattiesburg, MS.

By: City Clerk
City of Hattiesburg

Dates of Publication:

The Post

Thursday, August 9, 2018

Thursday, August 16, 2018

Clarion Ledger

Thursday, August 9, 2018

Thursday, August 16, 2018

SECTION B: INSTRUCTIONS FOR BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the General Provisions of the Construction Specifications have the meanings assigned to them in the General Provisions.

2. QUALIFICATIONS OF BIDDERS

To demonstrate his qualifications for the Project, each Bidder must be prepared to submit within five days of Owner's request written evidence of the types set forth in the Special Provisions or General Provisions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

3.1 Before submitting his Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect performance of the Work, (c) familiarize himself with Federal, state, and local laws, ordinances, rules and regulations affecting performance of the Work; and (d) carefully correlate his observations with the requirements of the Contract Documents.

3.2 Reference is made to the General Provisions of the Specifications for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such surveys and reports available to any Bidder requesting them. Before submitting his bid, each Bidder will, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his Bid price for performance of the Work within the terms of the Contract Documents.

3.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 3.

4. INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the bidding documents. Questions received less than five days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5. BID SECURITY

The amount and type of Bid Security is stated in the Advertisement of Bids. The required security must be in the form of a certified or bank cashier's check made payable to Owner or a bid bond issued by a surety licensed to conduct business in the state where the Project is located and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department or by a Mississippi domiciled insurance company with at least an A rating in the latest printing of A. M. Best's Key Rating Guide and in accordance with Mississippi law. The Bid Security of the successful Bidder will be retained until he has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if he fails to execute and deliver the Agreement and furnish the required Contract Security within 10 days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the executed Agreement is delivered by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid Opening. Bid Security of other Bidders will be returned within seven days of the Bid Opening.

6. CONTRACT TIME

The number of days for the completion of Work (the Contract Time) is set forth in the Contract Form. Any provisions for liquidated damages are set forth in the Contract Documents. The contract time is established in calendar days.

7. SUBCONTRACTORS, ETC.

7.1 If the Supplementary Conditions, Special Provisions, General Provisions or Specifications require the identity of certain Subcontractors and other persons and organizations to be submitted to Owner in advance of the Notice of Award, the apparent low Bidder, and any other Bidder so requested, will within seven days after the day of the Bid Opening submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of materials and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, he may before giving the Notice of Award request the apparent low Bidder to submit an acceptable substitute without an increase in his Bid price. If the apparent low Bidder declines to make any such substitution, he will not thereby sacrifice his Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer.

7.2 In contracts where the Contract Price is on the basis of Cost of the Work Plus a Fee. Contractor, prior to the Notice of Award, must identify in writing to Owner those portions of the Work that he proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

7.3 Contractor shall not be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

8. BID FORM

8.1 The Bid Form is included in the Contract Documents; additional copies may be obtained from Engineer.

8.2 Bid Forms must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence. In case of mathematical discrepancies, the unit price shall take precedence.

8.3 NOT USED

8.4 Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.

8.5 NOT USED

8.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

8.7 NOT USED

9. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation for Bid and shall be submitted in an opaque sealed envelope, marked with the Project title, name and address of the Bidder, Contractor's license number for state in which the work is to be done, and accompanied by the Bid Security and other required documents.

10. MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening Bids.

11. OPENING OF BIDS

Bids will be opened as indicated in the Invitation to Bid

12. BIDS TO REMAIN OPEN

All Bids shall remain open for the period of time stated in the Bid Form after the day of the Bid Opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to the date.

13. AWARD OF CONTRACT

13.1 Owner reserves the right to reject any and all Bid Schedules and Total Bids waive any and all informalities, and the right to disregard all nonconforming or conditional Bids or counter proposals.

13.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested on the Bid forms. He may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of materials and equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

13.3 If a contract is to be awarded, it will be awarded to the lowest responsible Bidder, for Bid schedule selected, whose evaluation by Owner indicates to the Owner that the award will be in the best interests of the Project and the Owner.

13.4 If the contract is to be awarded, Owner will give the apparent successful Bidder a Notice of Award within the time period specified for the Bid to be binding in the Bid Form.

13.5 Simultaneously with delivery of the executed counterparts of the Agreement to Owner, Contractor shall deliver to Owner the required Contract Security.

SECTION C: MANDATORY CONTRACT PROVISIONS

SPECIAL INSTRUCTION TO BIDDERS REGARDING EEO

Notice of Requirement for Affirmative Action to
Ensure Equal Employment Opportunity
(Executive Order 11246, as amended)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation in each trade	Goals for female participation in each trade
31.0%	6.9%

The goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the executive order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications Set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the executive order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, OFCCP, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employee identification

number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the State of Mississippi, Forrest County, City of Hattiesburg.

SPECIAL NOTICE TO BIDDERS

BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS

(Aviation Safety and Capacity Expansion Act of 1990)

(a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b) (1) or (2) shall be treated as domestic.

2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. Cost of Components. This means the cost for production of the components, exclusive of final assembly labor costs.

(b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors material, men, and suppliers in the performance of this contract, except those

(1) that the U. S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

(2) that the U. S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or

(3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

INSTRUCTIONS REGARDING CONTRACTOR'S INSURANCE

Contractor's Liability Insurance Requirements. The bidder shall provide with the Proposal a listing of both automobile and personal liability insurance coverage currently in force, along with a copy of a Certificate of Insurance as verification of that coverage. In addition, the bidder shall provide a statement of premium cost issued by the agent or insurance carrier for that coverage.

In the event the Owner determines that the low bidder's coverage in force is inadequate, the Owner may require the low bidder to procure additional coverage in amounts specified by the Owner. The cost premiums for such additional coverage shall be paid by the Owner in the form of a reimbursement under the contract.

In the event the low bidder is unable, after diligent effort, to procure such additional coverage as may be required by the Owner, the Owner shall provide such additional coverage, naming the contractor as insured or, at the option of the Owner, reduce the amount of additional coverage required or waive any requirement for additional coverage.

Third Party Coverage. In the event the bidding documents require the contractor to name the consultant and/or the Owner as additional insured, the bidder shall show the premium cost for the additional insured in the Proposal in the item for additional coverage. The amount shown in the bid item for additional premium above cost shall be that amount of additional premium the premium for the coverage shown in the Certificate of Insurance submitted with the bid. In the event additional coverage is required by the Owner, the additional premium cost for third party coverage above the amounts shown in the Certificate of Insurance shall be paid by the Owner in the form of a reimbursement under the contract.

REQUIRED LANGUAGE IN PROPOSALS FOR AIP CONTRACTS

Section 60-1.7(b) of the Regulations of the Secretary of Labor requires each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or at the outset of negotiations for the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the director, an agency, or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a bidder or prospective prime contractor or proposed subcontractor which participated in a previous contract subject to Executive Order 10925, 11114, or 11246 has not filed a report due under the applicable filing documents, no contract or subcontract shall be awarded unless such contractor submits a report covering the delinquent period or such other period specified by the FAA or the Director, OFCCP.

Bid or Proposal Form. To effectuate the foregoing requirements, the sponsor is required to include in the bid or proposal form a statement substantially as follows:

The bidder (proposer) shall complete the following statement by checking the appropriate space.

The bidder (proposer) has ____ has not ____ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The bidder (proposer) has ____ has not ____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the bidder (proposer) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

Standard form 100 is normally furnished contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a contractor has not received the form, he may obtain it by writing to the following address:

Joint Reporting Committee
1800 G Street
Washington, DC 20506

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION
(49 CFR PART 29)**

The bidder (offeror) certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees that by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

**CERTIFICATION REGARDING FOREIGN TRADE RESTRICTIONS
(49 CFR PART 30)**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U. S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous. The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

BUY AMERICAN CERTIFICATION
(Aviation Safety and Capacity Expansion Act of 1990)

By submitting a bid/proposal under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid/proposal, the offeror certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Offerors may obtain from ARE Consultants, Inc. lists of articles, materials, and supplies excepted from this provision.

PRODUCT

COUNTRY OF ORIGIN

**CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT
OPPORTUNITY**

GENERAL

BIDDER'S NAME

ADDRESS

INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NO.

NONSEGREGATED FACILITIES

**NOTICE TO PROSPECTIVE FEDERALLY ASSISTED
CONSTRUCTION CONTRACTORS
(41 CFR 60-1.8)**

- (1) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.
- (2) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U. S. C. 1001.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATION OF NONSEGREGATED FACILITIES**

- (1) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.
- (2) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U. S. C. 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or any other reason. The federally assisted construction agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

Certification - The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (Please Type)

Signature

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U. S. C. 1001.

WAGE, LABOR, EEO, SAFETY AND GENERAL REQUIREMENTS

Part A: FEDERAL AVIATION ADMINISTRATION REQUIREMENTS

A-1: Airport and Airway Improvement Program Project.

The work in this contract is included in Airport Improvement Project No. 3-28-0031-0018-2011 which is being undertaken and accomplished by the City of Hattiesburg(Sponsor) in accordance with the terms and conditions of a grant agreement between the Sponsor and the United States, under the Airport and Airway Improvement Act of 1982 (P. L. 97-248) as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987 (P. L. 100-223) and Part 152 of the Federal Aviation Regulations (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs under those Acts. The United States is not a party to this contract and no reference in this contract to the FAA or any representative thereof, or the United States, by the contract, makes the United States a party to this contract.

A-2: Consent to Assignment.

The contractor shall obtain the prior written consent of the Sponsor to any proposed assignment of any interest in or part of this contract.

A-3: Convict Labor.

No convict labor may be employed under this contract.

A-4: Veterans Preference.

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Act. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

A-5: Withholding: Sponsor from Contractor.

Whether or not payments or advances to the City of Hattiesburg(Sponsor) are withheld or suspended by the FAA, the Sponsor may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the contractor or any subcontractor on the work, the full amount of wages required by this contract.

A-6: Nonpayment of Wages.

If the contractor or subcontractor fails to pay any laborer or mechanic employed or working on the site of the work any of the wages required by this contract, the City of Hattiesburg(Sponsor) may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.

A-7: FAA inspection and review.

The contractor shall allow any authorized representative of the FAA to inspect and review any work or materials used in the performance of this contract.

A-8: Subcontracts.

The contractor shall insert in each of his subcontracts the provisions contained in paragraphs A-1, A-3, A-4, A-5, A-6, and A-7 requiring the subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

A-9: Contract termination.

Any violation or breach of the terms of this contract on the part of the contractor or subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement. (49 CFR Part 18).

A-10: Inspection of Records.

The contractor shall maintain an acceptable cost accounting system. The Sponsor, the FAA, and the Comptroller General of the United States shall have access to any books, documents, paper, and records of the contractor which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The contractor shall maintain all required records for three years after the Sponsor makes final payment and all other pending matters are closed. (49 CFR Part 18).

A-11: Rights to Inventions.

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the Sponsor. (49 CFR Part 18).

A-12: General Civil Rights Provisions.

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the contractor from the bid solicitation period through the completion of the contract. (Section 520, Airport and Airway Improvement Act of 1982).

Part B: DAVIS-BACON ACT REQUIREMENTS
(29 CFR PART 5)

B-1 Minimum Wages.

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to laborers or mechanics, subject to the provisions of paragraph (B1) (d) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a) (4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (B-1) (b) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(b) (1) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determinations; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour

Division, Employment Standards Administration, U. S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (B1) (b) (2) or (3) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that, the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

B-2 Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic,

including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

B-3 Payrolls and Basic Records.

(a) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her current classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b) (2) (b) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1 (b) (2) (B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs (29 CFR 5.5(a) (3) (i) (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(b) (1) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5.5(a) (3) (i) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph B-3 (a) above and that such information is correct and complete;

(ii) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph B-3 (b) (2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(c) The contractor or subcontractor shall make the records required under paragraph B-3 (a) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

B-4 Apprentices and Trainees.

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a

contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or the State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment Training Administration. The ratio of trainee to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainee's shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any training performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

B-5 Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

B-6 Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a) (1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

B-7 Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

B-8 Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

B-9 Certification of Eligibility.

- (a) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1).
- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1).
- (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001.

B-10 Contract Termination: Debarment.

A breach of the contract clauses in paragraph B-1 through B-9 of this section and paragraphs C-1 through C-5 of Section C may be grounds for termination of the contract, and for the debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

B-11: The following inserts include the wage determination for this project. The “Highway” determination shall priority for the project.

General Decision Number: MS170235 04/14/2017 MS235

Superseded General Decision Number: MS20160235

State: Mississippi

Construction Type: Highway

County: Forrest County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	04/14/2017

* ELEC0903-006 12/01/2016

	Rates	Fringes
ELECTRICIAN.....	\$ 26.10	12.5%+4.00

SUMS2010-054 08/04/2014

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 12.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 11.54	1.63
HIGHWAY/PARKING LOT STRIPING:		
Truck Driver (Line Striping		
Truck).....	\$ 14.55	0.00
INSTALLER - SIGN.....	\$ 12.19	0.00
INSTALLER: Guardrail.....	\$ 12.39	0.00
IRONWORKER, REINFORCING.....	\$ 16.44	0.00
LABORER: Common or General,		
Including Asphalt Raking,		
Shoveling, Spreading.....	\$ 10.34	0.00
LABORER: Flagger.....	\$ 11.42	0.00
LABORER: Grade Checker.....	\$ 14.82	0.00
LABORER: Luteman.....	\$ 12.88	0.00

LABORER: Mason Tender -		
Cement/Concrete.....	\$ 10.57	0.00
LABORER: Pipelayer.....	\$ 14.50	0.00
LABORER: Laborer-Cones/ Barricades/Barrels -		
Setter/Mover/Sweeper.....	\$ 12.17	0.00
OPERATOR: Asphalt Spreader.....	\$ 14.71	0.00
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 14.20	0.00
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 11.86	0.00
OPERATOR: Broom/Sweeper.....	\$ 10.94	0.00
OPERATOR: Bulldozer.....	\$ 13.99	0.00
OPERATOR: Concrete Saw.....	\$ 13.93	0.00
OPERATOR: Crane.....	\$ 14.80	0.00
OPERATOR: Distributor.....	\$ 11.46	0.00
OPERATOR: Grader/Blade.....	\$ 16.09	0.00
OPERATOR: Loader.....	\$ 13.99	0.00
OPERATOR: Mechanic.....	\$ 13.00	0.00
OPERATOR: Milling Machine.....	\$ 16.96	0.00
OPERATOR: Oiler.....	\$ 12.22	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 11.56	0.00
OPERATOR: Roller (All Types)....	\$ 12.17	0.00
OPERATOR: Scraper.....	\$ 14.00	0.00
OPERATOR: Tractor.....	\$ 12.00	0.00
SURVEYOR (Staking, Marking and Brush Clearing).....	\$ 11.56	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.72	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 14.18	0.00
TRUCK DRIVER: Mechanic.....	\$ 12.31	0.00
TRUCK DRIVER: Water Truck.....	\$ 17.08	0.00
TRUCK DRIVER: Dump Truck (All Types).....	\$ 11.58	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 14.36	0.00

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

----- WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**Part C: CONTRACT WORKHOURS AND SAFETY STANDARDS ACT
REQUIREMENTS
(29 CFR PART 5)**

C-1: Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborers or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

C-2: Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph C-1 above, the contractor or any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph C-1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph C-1 above.

C-3: Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C-2 above.

C-4: Subcontractors.

The contractors or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs C-1 through C-4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs C-1 through C-4.

C-5: Working Conditions.

No contractor or subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

Part D: EQUAL EMPLOYMENT OPPORTUNITY
(41 CFR PART 60-1.4(b))

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

D-1: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

D-2: The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

D-3: The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D-4: The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

D-5: The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

D-6: In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

D-7: The contractor will include the portion of the sentence immediately preceding paragraph D-1 and the provisions of paragraphs D-1 through D-7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Part E: CLEAN AIR AND WATER POLLUTION CONTROL REQUIREMENTS

E-1: Any other provision herein to the contrary notwithstanding, the contractor in carrying out work under this contract, shall at all times comply with all applicable state and federal air and water quality standards; with all pollution control laws; and with such rules, regulations, and directives as may be lawfully issued by a local, state, or federal agency having the area surrounding where work under this contract will be performed. In addition, the contractor shall comply with directives given by the Project Engineer in implementation of the letter and intent of FAA Advisory Circular 150/5370-10, Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control. Copies of this Advisory Circular can be obtained from Department of Transportation, Distribution Unit, TAD-484.3, Washington, D.C. 20590.

E-2: Contractors and subcontractors agree:

- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- d. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

**Part F: STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION**

**CONTRACT SPECIFICATIONS
(41 CFR 60-4.3)**

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a

recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as a superintendent, general foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.

Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. The contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of change in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**Part G: CONTRACTUAL REQUIREMENTS PURSUANT TO CIVIL RIGHTS ACT
OF 1964, TITLE VI
(49 CFR PART 21)**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

The contractor shall 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.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the owner.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the owner shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the owner may direct as a means of enforcing such provisions including sanctions for noncompliance.

Part H: TERMINATION OF CONTRACT
(49 CFR PART 18)

1. The owner may, by written notice, terminate this contract in whole or in part at any time, either for the owner's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the owner.
2. If the termination is for the convenience of the owner, the equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the owner for any additional cost occasioned to the owner thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the owner. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
5. The right and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**Part I: BUY AMERICAN: STEEL AND MANUFACTURED PRODUCTS
FOR CONSTRUCTION CONTRACTS
(Aviation Safety and Capacity Expansion Act of 1990)**

(a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b) (1) or (2) shall be treated as domestic.

2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. Cost of Components. This means the cost for production of the components, exclusive of final assembly labor costs.

(b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors material men, and suppliers in the performance of this contract, except those

(1) that the U. S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

(2) that the U. S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or

(3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

DISADVANTAGED BUSINESS ENTERPRISE CONTRACT PROVISIONS (49 CFR PART 23)

PART A

Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.

DBE Obligation. The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT-assisted contracts.

Compliance. All bidders, potential contractors or subcontractors for this DOT-assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the owner.

Subcontract Clauses.

All bidders and potential contractors hereby assure that they will include the above clauses in all subcontracts which offers further subcontracting opportunities.

PART B

It is further understood and agreed:

The award procedure for this solicitation will include the selection criteria of 49 CFR Part 23.45(I) to ensure that prime contracts are awarded to competitors that meet Disadvantaged Business Enterprise (DBE) goals.

Notification is hereby given that DBE goals are established for this prime contract. The goal for firms owned and controlled by socially and economically disadvantaged individuals is eleven point twenty (11.20) percent of the dollar value of this contract.

After opening bids, the apparent successful bidder will be required to submit the names and addresses of the DBE firms that will participate in the contract along with a description of the work to be performed by each named firm and the dollar value for each contract (subcontract). If the responses do not clearly show DBE participation will meet the goals above, the apparent successful bidder must provide documentation clearly demonstrating, to the satisfaction of the

airport sponsor, that it made good faith efforts in attempting to do so and that meeting said goals is not reasonably possible. A bid that fails to meet these requirements will be considered non-responsive.

Agreements between bidder/proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited. All bidders and proposers shall make a good faith effort to replace a DBE subcontractor that is unable to perform successfully with another DBE subcontractor.

The bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

BIDDERS INSTRUCTIONS AND CHECKLIST

1. Contract is being awarded on the total bid (Base Bid as shown on the first sheet of the (BID FORM) being submitted.

CHECKLIST

1. Bid forms.
2. Bid bond or bid security.
3. Acknowledge all addenda.
4. Contractor's name and license number on the outside of the envelope.
5. Proper labeling as bid for project on outside of the envelope.
6. Authorized signature of bidder on bid forms.
7. Bidder is advised to pay strict attention to bond requirements.

BIDDERS INSTRUCTIONS AND CHECKLIST

- 1) Contract is being awarded on the total bid (Base Bid, and alternate No. 1 if selected) being submitted.
- 2) a) Any proposal received after September 13th, 2018 will be returned unopened.
 - b) As a condition of the opening of a bid, the bid must be submitted and sealed in a plain envelope with the following listed information plainly written on the outside or face of the envelope:
 - i) Submitted to: (Name of Owner)
 - ii) for: (Name of the project and contract designation for which the bid is submitted.)
 - iii) Bid of: (Name of person or firm submitting the bid.)
 - iii) Insert: (Permanent address of the bidder)
 - v) Insert: (Post office box number or street address, and the city and state of the bidder.)
 - vi) Certification: For a bid where the total amount is in excess of Fifty Thousand Dollars (\$50,000), the bidder must have a Certificate of Responsibility number shown on the outside of the sealed envelope containing the bid. For a bid where the total amount is not in excess of Fifty Thousand Dollars (\$50,000), the bidder must have a statement signifying this that is shown on the outside of the sealed envelope containing the bid.
 - c) If forwarded by mail, the sealed envelope containing the bid must be enclosed in another sealed envelope addressed to the owner.
 - d) The attention of prospective bidders is directed to all state fees and taxes required for the privilege of doing business within the state.
 - e) Any proposal received that does not comply with this provision will be returned unopened.
 - f) The name of the project is HATTIESBURG-BOBBY L. CHAIN AIRPORT, APRON RESTORATION PART I.
 - g) Each bid must be accompanied by a bid bond, a certified check or cashier's check for an amount equal to five percent (5%) of the total bid as a bid guarantee.
 - h) Successful bidders will be required to execute the standard form of "Contract Agreement" for construction, together with a 100% performance bond and a 100% payment bond, within fifteen (15) days after formal award of the contract. The bonds shall be acceptable

to the owner and shall be executed by a company licensed to do business in the State of Mississippi. The bonds shall either be signed or countersigned by a Mississippi resident agent of the surety company.

- i) The time allowed for completing this project is one hundred and twenty (120) calendar days, commencing with the date of the "Notice to Proceed." Failure to complete the work within the allowable contract time will result in the assessment of liquidated damages of one thousand dollars (\$1,000.00) per calendar day after the expiration of contract time.
- j) If the contractor should experience unforeseen delays due to causes beyond its control, i.e., receipt of materials, weather delays, etc., these time periods may be extended by the owner, based upon justification received by the engineer from the contractor, and the engineer's recommendation to the owner.
- k) The bidder understands that the unit prices included on the proposal form as a part of its bid shall be held good and may not be altered or withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.
- l) The owner's intent in performing this work is to repair existing drainage and improve safety area.

3) Bid Conditions, Disadvantaged Business Enterprise Program

- a) The following bid conditions are applied to this Department of Transportation (DOT) assisted contract. Submission of a proposal by a prospective contractor shall constitute full acceptance of these bid conditions.
 - i) Definition. Disadvantaged Business Enterprise (DBE) as used in this contract shall have the same meaning as defined in Paragraph 23.62 of Subpart D to 49 CFR Part 23.
 - ii) Policy. It is the policy of DOT that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Consequently the DBE requirements of 49 CFR Part 23 apply to this contract.
 - iii) DBE Obligation. The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT assisted contracts.
 - iv) Compliance. All bidders, potential contractors, or subcontractors for this DOT-

assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract that may result in termination of the contract or such other remedy as deemed appropriate by the owner.

- v) Subcontract Clauses. All bidders and potential contractors hereby assure that they will include the above clauses in all subcontracts which offer further subcontracting opportunities.
- vi) Contract Award. Bidders are hereby advised that meeting DBE subcontract goals or making a good faith effort to meet such goals are conditions of being awarded this DOT-assisted contract. The owner proposes to award the contract to the lowest responsible bidder submitting a reasonable bid provided he has met the goals for DBE participation or, if failing to meet the goals, it has made good faith effort to meet the established goals for DB E participation. The bidder is advised that the owner has sole authority to determine if the bidder has made sufficient effort toward meeting DBE goals to quality) for the contract award. The owner reserves the right to reject any or all bids submitted.
- vii) Subcontract Goals. The attainment of goals established for these contracts are to be measured as a percentage of the total dollar value of the contract. The goals established for this contract is eleven point twenty percent (11.20%) (based on historical and availability references of minorities, females, and other) to be performed by the DBE's.
- viii) Available DBE's. The owner has on file a DBE program which has been approved by the Federal Aviation Administration. This program contains a listing of known DBE's that have been certified by a sponsor of one or more DOT programs. Bidders are encouraged to inspect this program to assist in locating DBE's for the work. Other DBE's may be certified and added to the list in accordance with the owner's approved DBE program. Credit toward the DBE goals will not be counted unless the DBE to be used has been certified.
- ix) Contractor's Required Submission. The owner requires the submission of the following "Non-DBE Subcontracts" information within ten (10) days after the bid opening and prior to award o f the contract under this solicitation. Certain other DBE information may also be required.

NON-DBE SUBCONTRACTS

Non-DBE Subcontractors Names and Addresses	Subcontract Work Item	Dollar Value of Subcontract Work
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Total Dollar Value of Sub Contract Work	_____
Total Dollar Value of Basic Bid	_____
Percent of Total	_____ %

WOMEN SUBCONTRACTS

Women Subcontractors Names and Addresses	Subcontract Work Item	Dollar Value of Subcontract Work
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Total Dollar Value of Subcontract Work	_____
Total Dollar Value of Basic Bid	_____
Percent of Total	_____ %

DBE SUBCONTRACTS

DBE Subcontractors Names and Addresses	Subcontract Work Item	Dollar Value of Subcontract Work
---	--------------------------	-------------------------------------

Total Dollar Value of Subcontract Work	_____
Total Dollar Value of Basic Bid	_____
Percent of Total	_____

- x) Contractor Assurance. The bidder hereby assures that he will meet one of the following, as appropriate:
 - (1) The DBE participation goal as established in paragraph 2(a) vii above.
 - (2) The DBE participation percentage as shown in paragraph 2(a) vii, which was submitted as a condition of contract award.
- b) Agreements between bidder/proposer and DBE in which the DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited. The bidder shall make a good faith effort to replace a DBE subcontract that is unable to perform successfully with another DBE subcontractor. Substitution must be coordinated and approved by the owner. The bidder shall establish and maintain records and submit regular reports, as required, that will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.
- c) If the contractor fails to meet the contract goals established in paragraph 2(a) vii above, the following information must be submitted prior to contract award to assist the owner in determining whether or not the contractor made acceptable good faith efforts to meet the contract goal. This information (when applicable) as well as the DBE information should be submitted as specified in paragraph 2b above.
- d) Suggested guidance for use in determining if good faith efforts were made by a contractor is included in Appendix A to 49 CFR Part 23, Subpart 23.45(h), revised as of April 27, 1981.
- e) A list of the efforts that a contractor may make and the owner may use in making a determination as to the acceptability of a contractor's efforts to meet the goal as included in Appendix A are as follows:
 - i) Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform DBE's of contracting and subcontracting opportunities;
 - ii) Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
 - iii) Whether the contractor provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited in sufficient time to allow the DBE's to participate effectively;
 - iv) Whether the contractor followed up initial solicitations of interest by contacting

DBE's to determine with certainty whether the DBE's were interested;

- v) Whether the contractor selected portions of work to be performed by DBE's in order to increase the likelihood of meeting the DBE goal (including breaking down contracts into economically feasible units to facilitate DBE participation, where appropriate);
- vi) Whether the contractor provided interested DBE's with adequate information about the plans, specifications, and requirements of the contract;
- vii) Whether the contractor negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation of their capabilities;
- viii) Whether the contractor made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the recipient of contractor; and
- ix) Whether the contractor effectively used the services of available minority community organizations; minority contractors' groups; local and state Federal Minority Business Assistance Offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

NOTE: The nine items set forth above are merely suggested criteria and the owner may specify that you submit information on certain other actions a contractor took to secure a DBE participation in an effort to meet the goals. A contractor may also submit to the owner other information on efforts to meet the goals.

CHECKLIST

1. Bid forms.
2. Bid bond or bid security.
3. Acknowledge all agenda.
4. Contractor's name and license number on the outside of the envelope.
5. Proper labeling as bid for project on outside of the envelope.
6. Delivered or addressed to the Director of Purchasing.
7. Authorized signature of bidder on bid forms.
8. Bidder is advised to pay strict attention to bond requirements.

SECTION D: BID INFORMATION

BID FORM

DATE : _____, 2018

NAME OF BIDDER:

MISSISSIPPI CONTRACTOR LICENSE NO.

City Clerk's Office
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Gentlemen:

The undersigned, being a qualified bidder in compliance with your Advertisement for Bids for the construction of:

**HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
APRON RESTORATION PART I**

AIP No. 3-28-0031-0026-2018
for the
CITY OF HATTIESBURG

Having examined the plans and specifications with related documents, and having examined the sites of the proposed work, hereby proposes to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated hereinafter. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid is a part. This "unit price" Bid shall be invoiced based on completed installed quantities.

The undersigned Bidder agrees to fully complete the Project within one hundred twenty (120) calendar days from the date of the "Order to Proceed". The Bidder agrees to pay as liquidated damages, the sum of One Thousand Dollars (\$1,000.00) for each consecutive calendar day thereafter. The Bidder further agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids. In the event the Owner issues the Notice of Award during this period, the Bid accepted shall continue to remain binding until the successful Bidder delivers his executed Contract Documents to the Owner.

The Bidder acknowledges receipt of, and makes a part of this proposal the following addenda: _

The Bidder's attention is directed to the "Instructions to Bidders" contained in these contract documents. It shall be the Bidder's responsibility to review and comply with these instructions.

The bidder shall complete the following statements by checking the appropriate space.

The bidder has ____ has not ____ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The bidder has ____ has not ____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the bidder has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

Bidder will execute the formal contract within ten (10) days after original date of Owner's Notice of Award and will deliver a Surety Bond or Bonds for the faithful performance of the Contract, per these drawings and specifications. A certificate of insurance shall also be delivered.

Bid Security is attached without endorsement, in the sum of five percent (5%) of the total
of the Base Bid Schedule

(\$ _____) dollars

and of Additive Alternate No.1 Schedule

(\$ _____) dollars

is to become the property of the Owner in the event the Contract and Bond are not executed within the time above set forth.

(SEAL) If bid is by a corporation

Respectfully submitted,

Bidder

By:

Title

_____ Address

BID FORM

BID SCHEDULE -- BASE BID
Hattiesburg-Bobby L. Chain Municipal Airport
Apron Restoration Part I
AIP No. 3-28-0031-0026-2018

Bid Item Number	Description	Approximate Quantity	Unit of Measure	Unit Price in Numbers	Unit Price in Words (Ink or Typed)
P-401-8.1a	Bituminous Surface Course	776	TON		Dollars Cents
P-403-8.1a	Bituminous Leveling Course	920	TON		Dollars Cents
P-501	Portland Cement Concrete Pavement -- 6 1/2" thick	14000	S.Y.		Dollars Cents
P-603	Bituminous Tack Coat	1140	GAL		Dollars Cents
P-620-5.1(A)	Runway and Taxiway Painting	500	S.F.		Dollars Cents
D-701-5.1(E)	15" Poly (Vinyl Chloride) Ribbed Drain Pipe	589	L.F.		Dollars Cents

Contractor Note: Unit prices include all costs required to complete construction, ready for operation in accordance with contract documents, including "mobilization and demobilization" costs. The costs of work not designated to be paid for under a specific item, shall be prorated over applicable pay items. Separate measurements of work for payment will not be made unless designated herein.

BID FORM

BID SCHEDULE – BASE BID
Hattiesburg-Bobby L. Chain Municipal Airport
Apron Restoration Part I
ATP No. 3-28-0031-0026-2018

Bid Item Number	Description	Approximate Quantity	Unit of Measure	Unit Price in Numbers	Unit Price in Words (Ink or Typed)
D-751	Rebuild Inlet	1	EACH		Dollars Cents
T-901	Turfing (Seeding, Fertilizing and Mulching)	1200	S.Y.		Dollars Cents
S001	Mobilization	1	LUMP SUM		Dollars Cents
S003	Construction Layout	1	LUMP SUM		Dollars Cents
S008	Pre-sloped Channel Drain	510	L.F.		Dollars Cents
					Dollars Cents

Contractor Note: Unit prices include all costs required to complete construction, ready for operation in accordance with contract documents, including "mobilization and demobilization" costs. The costs of work not designated to be paid for under a specific item, shall be prorated over applicable pay items. Separate measurements of work for payment will not be made unless designated herein.

BID FORM

BID SCHEDULE – ALTERNATE NO. 1
Hattiesburg-Bobby L. Chain Municipal Airport
Apron Restoration Part I
AIP No. 3-28-0031-0026-2018

Bid Item Number	Description	Approximate Quantity	Unit of Measure	Unit Price in Numbers	Unit Price in Words (Ink or Typed)
P-401-8.1a	Bituminous Surface Course	538	TON		Dollars Cents
P-403-8.1a	Bituminous Leveling Course	38	TON		Dollars Cents
P-501	Portland Cement Concrete Pavement – 6 1/2" thick	4500	S.Y.		Dollars Cents
P-603	Bituminous Tack Coat	488	GAL		Dollars Cents
P-620-5.1(A)	Runway and Taxiway Painting	2000	S.F.		Dollars Cents
					Dollars Cents

SHEETS 43 thru 47 NOTE USED

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as Principal, and

as Surety, are hereby held and firmly bound unto

as OWNER in the penal sum of

for the payment of which, well and truly to be made, we hereby jointly and severally bind

ourselves, successors and assigns. Signed this _____ day of _____, _____. The

Condition of the above obligation is such that whereas the Principal has submitted to

a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing,

for the:

**HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
APRON RESTORATION PART I**

**A.I.P Project No. 3-28-0031-0026-2018
for the
CITY OF HATTIESBURG**

NOW, THEREFORE,

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

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

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

Principal

Surety

By: _____

IMPORTANT NOTE: Surety bonds shall be procured according to Mississippi State Law. Any surety bond written for a public works project shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Mississippi domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Mississippi or owned by Mississippi residents and is licensed to write surety bonds.

AFFIDAVIT

STATE OF MISSISSIPPI

COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared,

_____, who after first being sworn, deposes and says: that
he is _____ (a partner of the firm of, etc.) _____ .

The party making the foregoing Proposal or bid; that such bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any bidder or person to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement, or collusion, or communication or conference with any person to fix the bid price of affiant or any other bidder, or to fix any overhead profit or cost element of said bid price or that of any other bidder, or to secure any advantage against THE CITY OF HATTIESBURG, State of Mississippi, Owner, or any person interested in the proposed Contract; and that all statements contained in said proposal or bid, or the contents thereof, or divulged information or data relative hereto to any association or any member or agent thereof, are true.

SWORN TO AND SUBSCRIBED

BEFORE ME ON THIS _____ DAY OF _____ ,

20____.

(Notary Public)

My commission expires _____ .

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS**

This certificate is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 49 CFR Part 29.

1. The prospective lower tier participant certifies, by submissions of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Project Name

Authorized Representative

Title

Signature

Date

ELIGIBILITY QUESTIONNAIRE

NAME:

BUSINESS ADDRESS:

FEDERAL IDENTIFICATION NUMBER:

NAMES OF PRINCIPALS (Officers, Directors, Partners or Owners):

Has the corporation or any principal -

1. Been convicted or had a civil judgment against it involving fraud or any criminal offense in connection with the obtaining or attempt to obtain a public or private contract? If so, please explain in detail.
2. Been convicted or had a civil judgment against it concerning the violation of any federal or state antitrust statute. If so, please explain in detail.
3. Been convicted or had a civil judgment against it concerning the commission of any embezzlement, theft, forgery, bribing, falsification or destruction of records, making false statements, receiving stolen property, making false claims, or obstruction of justice. If so, please explain in detail.

4. Been convicted or had a civil judgment against it involving offenses indicating a lack of business integrity. If so, please explain in detail.
5. Has the corporation violated any public contract or transaction through:
 - a. Willful failure to perform;
 - b. Unsatisfactory performance;
 - c. Willful violation of any statute or regulation.If so, please explain in detail.
6. Has the corporation or any principal been debarred or suspended from transactions with any agency of the U.S. Government, state of Mississippi or any other state? If so, please explain in detail.
7. Has the corporation willfully done business with any person or corporation that it knows has been debarred or suspended from federal or state transactions. If so, please explain in detail.
8. Has the corporation failed to pay substantial debt to the United States or any of its agencies? If so, please explain in detail.
9. Has the corporation ever entered into a voluntary exclusion from transactions with the United States or its agencies? If so, please explain in detail.

The undersigned authorized corporate representative, partner, or owner avers that the information supplied herein is true and correct and that the assertions are of the essence of the acceptance of a bid. If any information is willfully withheld or answered falsely, the City of Hattiesburg may declare the contract breached.

_____, Mississippi this _____ day of _____, 20____

Authorized Representative

**ACKNOWLEDGMENT OF CONTINUING
OBLIGATION TO INFORM**

The undersigned authorized representative of the bidder acknowledges that he understands that the bidder has the continuing obligation to inform the City of Hattiesburg of any matters concerning its eligibility and specifically any matters set forth in the Eligibility Questionnaire. Failure to inform shall be the basis for the City to declare the contract breached.

_____, Mississippi this _____ day of _____, 20

Authorized Representative

SECTION E: CONTRACT

THIS AGREEMENT, made this _____ day of _____, 20____,
State of Mississippi, hereinafter called "Owner" and
_____,
hereinafter called the "Contractor".

WITNESSETH THAT, the Owner and Contractor do mutually agree as follows:

1. In consideration of the price for the work herein specified in the bid proposal to be paid by the Owner to the Contractor at the time and in a manner hereinafter provided, the Contractor does hereby agree to construct complete in every detail as follows:

HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT APRON RESTORATION PART I

**A.I.P Project No. 3-28-0031-0026-2018
for the
CITY OF HATTIESBURG**

in compliance with the advertisement of Bids, Proposal Form, Contract, Performance Bond, General Provisions, Specifications, Plans, and Addenda.

2. This price shall include the cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, transportation, and other accessories and services necessary to complete this project, in accordance with the Contract Documents.

3. The Contractor shall commence work under this Contract within ten (10) days from the date of the written "Order to Proceed" issued by the Owner. The Contractor shall complete all work under the Contract within one hundred twenty (120) calendar days from the date of the "Order to Proceed".

The Owner has determined, and the Contractor agrees, that the liquidated damages for a delay in completion of this Contract will be One Thousand Dollars (\$1,000.00) per working day in excess of the stated time of completion.

4. That upon satisfactory completion of the work and approval by the Engineer, the Owner will issue a written acceptance of the work to the Contractor, who will immediately thereafter file same with the Recorder of Mortgages in County.

5. A retainage of ten percent (10%) shall be withheld from each progress payment. Upon successful clearance of the lien, the Contractor shall submit a final invoice, with the clear lien certificate, for payment by the Owner in accordance with standard payment procedures established by the City of Hattiesburg.

6. The Owner agrees to pay the Contractor for the performance of the Contract as provided in the Specifications, and to make monthly payments on account thereof as provided in the General conditions. The contract amount, as presented in bid by Contractor is \$ _____ or _____ (in words).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) original counterparts on the day and year first herein above written.

WITNESSES:

Contractor

Signature

Title

WITNESSES:

Owner

Signature

Title

SECTION F: PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) *

and (2) * _____ hereinafter called "Principal" and (3) *

a Surety Company authorized to do and doing business in the State of Mississippi, hereinafter

called "Surety" are held and firmly bound unto the City of Hattiesburg, hereinafter called

"Owner" in penal sums of _____ dollars (\$ _____)

Performance Bond and _____ dollars (\$ _____) Payment

Bond in lawful money of the United States, for the payment of which sum well and truly to be

made, we bind ourselves, our heirs, executors, administrators, jointly and severally, firmly by

these presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas, the Principal entered into a certain contract with the Owner dated the _____ day of _____, 20 _____, a copy of which is hereto attached and made a part hereof for the furnishing of:

HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT APRON RESTORATION PART I

**A.I.P Project No. 3-28-0031-0026-2018
for the
CITY OF HATTIESBURG**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof which may be granted by the owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms,

subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, and tools, consumed or used in connection with the prosecution of such work, and all insurance premiums on said work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alterations or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts each one of which shall be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal Secretary)

Principal

BY:

Witness as to Principal

Address

Address

ATTEST:

(SEAL)

(Surety) Secretary

Surety

Attorney-in-Fact

BY:
Witness as to Surety

Address

Address

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF AGREEMENT.

- * 1. Correct name of Contractor.
- * 2. A Corporation, a Partnership, or an Individual, as case may be.
- * 3. Correct name of Surety.

NOTE: Contractor shall furnish performance and payment bonds as a security for the faithful performance and payment of all his obligations under the Contract Documents. These bonds shall be in amounts at least equal to the Contract Price, and (except as otherwise provided) in such form and with such sureties as are licensed to conduct business in the State where the Project is located and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department, or by a Mississippi domiciled insurance company with at least an A rating in the latest printing of A.M. Best's Key Rating Guide and in accordance with Mississippi R.S. 38:2219.

SECTION G: CERTIFICATE AND RELEASE

FROM:

(Name of Contractor)

TO: City Council, City of Hattiesburg, Mississippi

RE: Contract entered into on the _____ day of _____, _____,

between the City of Hattiesburg, Mississippi and

(Name of Contractor)

of _____, _____
(City) (State)

**HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
APRON RESTORATION PART I**

**A.I.P Project No. 3-28-0031-0026-2018
for the
CITY OF HATTIESBURG**

KNOW ALL MEN BY THESE PRESENTS:

A. The undersigned hereby certified that there are no outstanding claims of laborers, material, men, subcontractors or others arising out of the performance of this Contract, which might be asserted against the City, represented by the Commission Council, and the undersigned will agree that in the event of the assertion of any such claims against the City represented by the Commission Council, the undersigned will indemnify and save harmless the City from any such claims.

B. That the undersigned hereby acknowledges receipt from the City of all sums payable to the undersigned by the City under or pursuant to the above mentioned contract, with the following exceptions:

(List all exceptions here. If none, state "none".)

C. The undersigned further certifies and acknowledges that the City has duly performed and fulfilled all the terms, provisions and conditions to be performed or fulfilled under or pursuant to said Contract (with the exceptions as noted above).

D. That the undersigned, except as regard items listed in paragraph "B" in consideration of the sum of \$1 paid to the undersigned, receipt whereof is hereby acknowledged, does hereby release the City from all claims arising under or by virtue of said Contract.

IN WITNESS WHEREOF, the undersigned has signed and sealant
this instrument this _____ day of _____, 20 _____.

_____ (Seal)

_____, being first duly sworn on oath, deposes and says first, that he is
the _____ of (Title) _____, second, that he had
read the

(Name of Company)

foregoing certificate by him subscribed as _____ of
(Title)

the _____.
(Name of Company)

The matters and things stated therein are, to the best of his knowledge and belief, true.

(Name)

Subscribed and sworn to before me this _____ day of _____, 20 _____.

SECTION H: SPECIAL PROVISIONS

H-01. NAME OF PROJECT. The project shall be known as

**HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
APRON RESTORATION PART I**

**A.I.P Project No. 3-28-0031-0026-2018
for the
CITY OF HATTIESBURG**

H-02. OWNER. The Owner is the City of Hattiesburg, Mississippi represented by its Mayor, domiciled in the City Hall of Hattiesburg, Mississippi.

H-03. LOCATION. The project is located approximately eight miles south east of downtown Hattiesburg, Mississippi.

H-04. SOURCE OF FUNDS. Owner's Funds for construction have been provided by proceeds from airport revenues.

H-05. ACCESSIBILITY. Access to the airport site may be gained by traveling south on US Highway 49, turn at its intersection with JM Tatum Industrial Drive and continue to Academy Drive.

H-06. DOCUMENTS FORMING THE CONTRACT. The documents forming the contract documents include Contract Documents and Specifications for HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT APRON RESTORATION PART I A.I.P Project No. 3-28-0031-0026-2018 for the CITY OF HATTIESBURG

H-07. SEEDING. The type of seed and rate of application shall be in accordance with the applicable portions of the current Specifications of Advisory Circular(AC) 150/5370-10A , Standards for Specifying Construction of Airports, Part X, as modified by the Field Engineer.

H-08. AIRPORT OPERATIONS. The Contractor shall coordinate his work so as to offer the least interference with airport operations and he shall cooperate with the airport management at all times in regards to safety regulations. When the location and nature of the construction process requires that the Contractor's vehicles be routed along or across active runways or taxiways, traffic movements will be coordinated with the airport manager or engineer. See REQUIREMENTS OF CONTRACTOR'S VEHICLES hereinafter. **Portable, lighted, barricades shall be furnished by the Contractor as required.**

Throughout the duration of the contract, **NO** equipment or objects projecting above ground will be permitted any closer than two hundred fifty of the centerline of the runway. Equipment may be parked near the work sites provided the above clearance requirements are maintained.

H-09. ACCESS. The Contractor's access route to staging areas and areas where work is to be performed is shown on the construction sequence plan. Maintenance of the route is required and shall include sweeping as required. Existing roads or pavements which are damaged by the Contractor's vehicles during construction shall be repaired at no additional cost to the Owner.

H-10. SCHEDULING WORK. The successful bidder shall furnish a proposed work schedule at the Pre-construction Conference. See paragraph H-18 for work phases.

During night operations the Contractor shall provide lighting as required for construction. Separate payment will not be made for lighting expenses.

H-11. OFFICE SPACE FOR INSPECTOR. Office space for the inspector will not be required.

H-12. LABORATORY TESTS. The Owner will employ the services of a Commercial Laboratory for the purpose of sampling and testing construction materials. The Contractor shall furnish materials for sampling at his expense.

Compaction and gradation tests which fail to comply with requirements of the plans and specifications shall be charged to the Contractor. The Engineer shall supervise all testing and tests performed without his knowledge or approval shall be paid for by the Contractor regardless of failing or passing.

H-13. RECORDING DOCUMENTS. The Contractor shall file on record at the Forrest County Courthouse, the construction contract and letter of acceptance of the final work. This will be considered as subsidiary obligation.

H-14. PROTECTION OF CABLES, CONTROLS, NAVAIDS & WEATHER BUREAU.

The Contractor is hereby informed that there are installed on the airport FAA NAVAIDS: including, without limitation, electric cables and controls relating to such NAVAIDS and facilities, and other electric power cables serving other facilities. Such NAVAIDS, and other facilities, and electric cables must be fully protected during the entire construction time. Work under this contract can be accomplished in the vicinity of these facilities and cables only at approved periods of time. Approval is subject to withdrawal at any time because of changes in the weather, emergency conditions on the existing airfield areas, anticipation of emergency conditions, and for any other reason determined by the Engineers acting under the orders and instructions of the airport management and/or the designated FAA representative. Any instructions to this Contractor to clear any given area, at any time, by the Engineers or the airport management (by radio or other means) shall be immediately executed. Construction work will be commenced in the cleared area only when additional instructions are issued by the proper authorities.

The Contractor shall be responsible for the protection of all buried cables and utilities shown on the plans or subsequently located on the job site by the Engineers.

Power and control cables leading to and from any FAA NAVAIDS, Weather Bureau and other facilities, will be marked in the field by the Engineers for the information of the Contractor,

before any work in their general vicinity is started. Thereafter, through the entire time of this construction they shall be protected from any possible damage, including crossing with unauthorized equipment.

The Contractor shall immediately repair, with equivalent material by skilled workmen, any underground cables serving FAA NAVAIDS, Weather Bureau and other airport facilities, which are damaged by his workmen, equipment, or work. Prior approval of the FAA must be obtained for the materials, workmen, time of day or night, method of repairs, and for any temporary or permanent repairs the Contractor proposes to make to any FAA NAVAIDS and facilities damaged by the Contractor. Prior approval of the Engineer must be obtained for the materials, workmen, time of day or night, and for the method of repairs for any temporary or permanent repairs the Contractor proposes to make to any other airport facilities and cables damaged by this Contractor.

H-15. INSURANCE REQUIREMENTS.

1. The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the CONTRACTOR'S execution of the WORK, whether such execution be by the CONTRACTOR, any SUBCONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - a. Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
 - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
 - c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;
 - d. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and
 - e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.
2. Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

3. The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, Liability insurance as hereinafter specified;
 - a. CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting the CONTRACTOR from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by the CONTRACTOR or by any SUBCONTRACTOR employed by the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR employed by the CONTRACTOR.

Insurance Requirements

The Contractor shall furnish the following along with Bonds and Contract Documents sent to the City for execution:

Certificates of Insurance in companies doing business in Mississippi and acceptable to the County covering:

Statutory Worker's Compensation Insurance;

Comprehensive Liability Insurance covering all operations and automobiles:

Comprehensive General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

Certificates of Insurance must be executed in accordance with the following provisions:

Certificates to contain policy number, policy limits and policy expiration dates of all policies issued in accordance with this Contract;

Certificates to contain the location and operations to which the insurance applies;

Certificates to contain Contractor's protective coverage for any Subcontractor's operations;

Certifications to contain Contractor's Contractual Insurance coverage;

Certificates are to be **issued** to:
Mayor and City Council
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all Subcontractors who are engaged in this Work.

The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all Subcontractors likewise carry statutory Workers' Compensation Insurance.

The City, its officials and staff shall be named as additional insureds with right of notice in the policy.

- a. The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S Surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.
4. The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of the CONTRACTOR'S employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.
5. The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

H-16. WEATHER DATA. The Contractor shall avail himself of weather bureau data regarding the anticipated temperatures and rainfall.

H-17. REQUIREMENTS OF CONTRACTOR'S VEHICLES.

1. For the purpose of this Section, the following definitions apply:
 - a. Vehicle - All conveyance, except aircraft, used on the ground to transport persons, materials, or equipment.
 - b. Aircraft Operation Areas - Those areas which encompass the runways, taxiways, and other areas of the airport utilized for taxiing, take-off, and landing of aircraft, including aprons and parking areas.
 - c. Airfield Service Vehicles - Those vehicles operated by Airport management or the Contractor and routinely used for service, maintenance, and construction on the aircraft movement area.
 - d. Aircraft Support Vehicles - Those vehicles routinely used on the aircraft aprons or parking areas in support of aircraft operations.
 - e. Service and Delivery Vehicles - Those vehicles operating on the air operation areas which pick up and deliver air cargo and airport and airline supplies.
2. No vehicles shall operate within the air operations areas unless it is required for delivery and pick up of Contractor's personnel, materials, air cargo, aircraft servicing, airport maintenance, or in emergency conditions.
3. No vehicle will be given authorization to operate on the air operations area unless it shall be in good mechanical order, with adequate lights, horn, brakes and clear vision from the driver's seat. Trailer and semi-trailers will not be permitted unless they are equipped with reflector lights and proper functional brakes so that when disengaged from the towing vehicle, neither aircraft blast nor wind will cause them to become free rolling. Positive locking couplings will be required for all towed equipment.
4. All vehicle operators are required, by the HATTIESBURG-BOBBY L. CHAIN AIRPORT, to have a valid operator's permit for a motor vehicle before operating a vehicle on the airport property. In addition, all vehicles to be operated on airport property are required to be registered by the State of Mississippi, except those not required by state statutes.
5. The HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT has established guidelines for operating within the air operations area:

a. General vehicle regulations:

- (1) No person shall operate a motor vehicle on the airport when such vehicle does not possess valid license tags issued by the appropriate authority.
- (2) The driver of any motor vehicle operated on the airport must at all times comply with a lawful order, signal or directive of an authorized representative of the airport.
- (3) No motor vehicle shall be operated on the airport if it is so constructed, equipped or loaded as to endanger persons or property.
- (4) No person shall park a motor vehicle on the airport other than in the area specifically established by the Airport Manager for the parking of the equipment.
- (5) All motor vehicles, except scooters, shall be equipped with two headlights and one or more red taillights; the headlights to be of sufficient brilliance to assure safety in driving at night, and all lights shall be kept lighted after sunset unless the vehicle is in a designated parking area.
- (6) All motor vehicles shall be equipped with two reflectors on the rear and two reflectors for each side (front and rear). A reflector will be considered adequate when it is so designed, located and maintained as to be visible for at least five hundred feet when facing an oncoming vehicle with ordinary headlights.
- (7) Emergency conditions existing on the airport will not mitigate or cancel any existing rule. During such conditions all drivers of every motor vehicle shall make certain that his vehicle does not move in any direction that could interfere with any or all authorized operations necessary for the effective control of the emergency.
- (8) Any equipment not needed immanently for repairs or construction of runway or taxiways shall not be parked within a safety area. Parking of equipment on the airport during hours when repairs or construction are not in progress shall not be closer than 250 feet from the edge of any active taxiway, runway, ramp, or apron. In any event, such equipment will be marked by flags not less than 3 feet square made of alternating 1 foot squares of white and international orange cloth; and during hours of darkness by obstruction lights when applicable.

- b. Right-of-Way between motor vehicles.
 - (1) Emergency vehicles shall have the right-of-way over all other motor vehicles operating on the airport.
 - (2) On the aprons, fuel tenders shall have the right-of way over other vehicles.
 - (3) On the aprons, motor vehicles operated in support of air carrier operations shall have the right-of-way over administrative and maintenance vehicles except as noted in 4.
 - (4) Maintenance and construction vehicles shall have the right-of-way when operating within routes specifically designated by the Airport Manager in each instance of repairs or construction requiring several movements within a short period of time or during any extensive construction.
- c. Right-of-way between motor vehicles and aircraft.
 - (1) All vehicles shall relinquish right-of-way to any aircraft moving under its own power.
 - (2) All vehicles shall pass on the pilot's side of an aircraft moving under its own power.
 - (3) When parking adjacent to a runway, all vehicles must park parallel to the runway and at least 200 feet to the outside of the runway lights.

- 6. The Airport Manager shall have the responsibility of control over the vehicular traffic operating on the air operations area. All vehicles are required to obtain clearance from the Airport Manager before entering any active area of the air operations area. All vehicles must obtain additional clearance from the Airport Manager before crossing an active runway.
- 7. THE HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT requires that all vehicles to be operated on the air operations area shall display the name of the owner or lessee thereon, by means of a name plate or lettering. Construction contractor's equipment and personnel vehicles will be identified by means of a 3-foot square flag as described in paragraph 5a (9) herein before.

H-18. WORK PHASES. Work phases are delineated on the drawings.

ENGINEERING AND DESIGN SPECIFICATIONS

**HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
APRON RESTORATION PART I**

**A.I.P Project No. 3-28-0031-0026-2018
for the
CITY OF HATTIESBURG**

ARE Consultants, Inc.
P.O. Box 38252
Shreveport, LA 71133
(318) 222-8252

1216 S. Morrison, STE 5
Hammond, La 70403

GENERAL PROVISIONS

SECTION 10: DEFINITION OF TERMS

Whenever the following terms are used in these specifications, in the contract, in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

10-01 AASHTO. The American Association of State Highway and Transportation Officials, the successor association to AASHO.

10-02 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

10-03 ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-04 AIP. The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

10-05 AIR OPERATIONS AREA. For the purpose of these specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-06 AIRPORT. Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft, and includes its buildings and facilities, if any.

10-07 ASTM. The American Society for Testing and Materials.

10-08 AWARD. The acceptance, by the owner, of the successful bidder's proposal.

10-09 BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-10 BUILDING AREA. An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

10-11 CALENDAR DAY. Every day shown on the calendar.

10-12 CHANGE ORDER. A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

10-13 CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: The Advertisement; The Contract Form; The Proposal; The Performance Bond; The Payment Bond; any required insurance certificates; The Specifications; The Plans, and any addenda issued to bidders.

10-14 CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract.

10-15 CONTRACT TIME. The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

10-16 CONTRACTOR. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-17 DRAINAGE SYSTEM. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

10-18 ENGINEER. The individual, partnership, firm, or corporation duly authorized by the owner (sponsor) to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.

10-19 EQUIPMENT. All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-20 EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

10-21 FAA. The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his/her duly authorized representative.

10-22 FEDERAL SPECIFICATIONS. The Federal Specifications and Standards, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

10-23 INSPECTOR. An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-24 INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

10-25 LABORATORY. The official testing laboratories of the owner or such other laboratories as may be designated by the Engineer.

10-26 LIGHTING. A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

10-27 MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20 percent of the total amount of the award contract. All other items shall be considered minor contract items.

10-28 MATERIALS. Any substance specified for use in the construction of the contract work.

10-29 NOTICE TO PROCEED. A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-30 OWNER (SPONSOR). The term owner shall mean the party of the first part or the contracting agency signatory to the contract. For AIP contracts, the term sponsor shall have the same meaning as the term owner.

10-31 PAVEMENT. The combined surface course, base course, and subbase course, if any, considered as a single unit.

10-32 PAYMENT BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work.

10-33 PERFORMANCE BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-34 PLANS. The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

10-35 PROJECT. The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

10-36 PROPOSAL. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

10-37 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his/her proposal is accepted by the owner.

10-38 RUNWAY. The area on the airport prepared for the landing and takeoff of aircraft.

10-39 SPECIFICATIONS. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

10-40 STRUCTURES. Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; under drains; electrical ducts, manholes, hand holes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

10-41 SUBGRADE. The soil which forms the pavement foundation.

10-42 SUPERINTENDENT. The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

10-43 SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the owner covering: (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

10-44 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the owner by the Contractor.

10-45 TAXIWAY. For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways or aircraft parking areas.

10-46 WORK. The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

10-47 WORKING DAY. A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

END OF SECTION 10

CLARIFICATIONS TO SECTION 20

The provisions of this specification shall be applicable except as modified as follows:

All instances of "State Highway Division" change to read "Mississippi Department of Transportation and Development - Aviation Division."

SECTION 20: REQUIREMENTS AND CONDITIONS

20-01 ADVERTISEMENT (Notice to Bidders). See Section A.

20-02 PREQUALIFICATION OF BIDDERS. Each bidder shall furnish the owner satisfactory evidence of his/her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the owner satisfactory evidence of his/her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the Contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his/her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect his/her (bidder's) true financial condition at the time such qualified statement or report is submitted to the owner.

20-03 CONTENTS OF PROPOSAL FORMS. The owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

The plans specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

20-04 ISSUANCE OF PROPOSAL FORMS. The owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to a prospective bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work on previous contracts with the owner.

20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only

as a basis for comparison of proposals and the award of the contract. The owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled **ALTERATION OF WORK AND QUANTITIES** of Section 40 without in any way invalidating the unit bid prices.

20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which he may make or obtain from his/her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the owner.

20-07 PREPARATION OF PROPOSAL. The bidder shall submit his/her proposal on the forms furnished by the owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals for which he proposes to do each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign his/her proposal correctly and in ink. If the proposal is made by an individual, his/her name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his/her authority to do so and that the signature is binding upon the firm or corporation.

20-08 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the owner, or if the owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the owner.

The owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-09 BID GUARANTEE. Each separate proposal shall be accompanied by a certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such check, or collateral, shall be made payable to the owner.

20-10 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-11 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the owner in writing or by telegram before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-12 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-13 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

- a.** Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- b.** Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the owner until any such participating bidder has been reinstated by the owner as a qualified bidder.
- c.** If the bidder is considered to be in default for any reason specified in the subsection titled **ISSUANCE OF PROPOSAL FORMS** of this section.

END OF SECTION 20

SECTION 30: AWARD AND EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.

Until the award of a contract is made, the owner reserves the right to reject a bidder's proposal for any of the following reasons:

- a. If the proposal is irregular as specified in the subsection titled **IRREGULAR PROPOSALS** of Section 20.
- b. If the bidder is disqualified for any of the reasons specified in the subsection titled **DISQUALIFICATION OF BIDDERS** of Section 20.

In addition, until the award of a contract is made, the owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the owner's best interests.

30-02 AWARD OF CONTRACT. The award of a contract, if it is to be awarded, shall be made within 30 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

Award of the contract shall be made by the owner to the lowest, qualified bidder whose proposal conforms to the cited requirements of the owner.

30-03 CANCELLATION OF AWARD. The owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the owner in accordance with the subsection titled **APPROVAL OF CONTRACT** of this section.

30-04 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the owner has made a comparison of bids as hereinbefore specified in the subsection titled **CONSIDERATION OF PROPOSALS** of this section. Proposal guaranties of the two lowest bidders will be retained by the owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the owner receives the contracts bonds as specified in the subsection titled **REQUIREMENTS OF CONTRACT BONDS** of this section.

30-05 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the contract, the successful bidder shall furnish the owner a surety bond or bonds which have been

fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the owner, along with the fully executed surety bond or bonds specified in the subsection titled **REQUIREMENTS OF CONTRACT BONDS** of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

30-07 APPROVAL OF CONTRACT. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 FAILURE TO EXECUTE CONTRACT. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the 15 calendar day period specified in the subsection titled **REQUIREMENTS OF CONTRACT BONDS** of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the owner.

END OF SECTION 30

SECTION 40: SCOPE OF WORK

40-01 INTENT OF CONTRACT. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 ALTERATION OF WORK AND QUANTITIES. The owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25 percent (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations which do not exceed the 25 percent limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25 percent limitation here-in-before specified, such excess altered work shall be covered by supplemental agreement. If the owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 OMITTED ITEMS. The Engineer may, in the owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled **PAYMENT FOR OMITTED ITEMS** of Section 90.

40-04 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called Extra Work. Extra work that is within the general scope of the contract shall be covered by written change order. Change orders for such extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Engineer's opinion, is necessary for completion of such extra work.

When determined by the Engineer to be in the owner's best interest, he may order the Contractor to proceed with extra work by force account as provided in the subsection titled **PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK** of Section 90.

Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a Supplemental Agreement as here-in-before defined in the subsection titled **SUPPLEMENTAL AGREEMENT** of Section 10.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the owner.

40-05 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas of the airport with respect to his/her own operations and the operations of all his/her subcontractors as specified in the subsection titled **LIMITATION OF OPERATIONS** of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection titled **CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS** in Section 70.

With respect to his/her own operations and the operations of all his/her subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying: personnel; equipment; vehicles; storage areas; and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish erect, and maintain barricades, warning signs, flagmen, and other traffic control devices in reasonable conformity with the manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office), unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

The Contractor shall make his/her own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of aircraft and vehicular traffic as specified in this subsection.

The cost of maintaining the aircraft and vehicular traffic specified in this subsection shall not be measured or paid for directly, but shall be included in the various contract items.

40-06 REMOVAL OF EXISTING STRUCTURES. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Engineer shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the contract.

Except as provided in the subsection titled **RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK** of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be utilized in the work as otherwise provided for in the contract and shall remain the property of the owner when so utilized in the work.

40-07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his/her option either:

- a. Use such material in another contract item, providing such use is approved by the Engineer and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the Engineer; or
- c. Use such material for his/her own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., he shall request the Engineer's approval in advance of such use.

Should the Engineer approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his/her own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the

contract work. The Contractor shall not be charged for his/her use of such material so used in the work or removed from the site.

Should the Engineer approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his/her exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-09 FINAL CLEANING UP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. He shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner.

END OF SECTION 40

SECTION 50: CONTROL OF WORK

50-01 AUTHORITY OF THE ENGINEER. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. He shall decide all questions which may arise as to the interpretation of the specifications or plans relating to the work, the fulfillment of the contract on the part of the Contractor, and the rights of different Contractors on the project. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for the under contract.

50-02 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans or specifications.

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his/her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the owner, he will advise the owner of his/her determination that the affected work be accepted and remain in place. In this event, the Engineer will document his/her determination and recommend to the owner a basis of acceptance which will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on good engineering judgment and such tests or retests of the affected work as are, in his/her opinion, needed. Changes in the contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

If the Engineer finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Engineer's written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the Engineer's right to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's prosecution of the work, when, in the Engineer's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority to use good engineering judgment in his/her determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

50-03 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited FAA advisory circulars; contract general provisions shall govern over plans, cited standards for materials or testing, and cited FAA advisory circulars; plans shall govern over cited standards for materials or testing and cited FAA advisory circulars.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Engineer for his/her interpretation and decision, and such decision shall be final.

50-04 COOPERATION OF CONTRACTOR. The Contractor will be supplied with two copies each of the plans and specifications. He shall have available on the work at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Engineer and his/her inspectors and with other contractors in every way possible. The Engineer shall allocate the work and designate the sequence of construction in case of controversy between contractors. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his/her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his/her authorized representative.

50-05 COOPERATION BETWEEN CONTRACTORS. The owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct his/her work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his/her contract and shall protect and save harmless the owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange his/her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. He shall join his/her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-06 CONSTRUCTION LAYOUT AND STAKES. The Engineer shall establish horizontal and vertical control only. The Contractor must establish all layout required for the construction of the work. Such stakes and markings as the Engineer may set for either his/her own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or his/her employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

50-07 AUTOMATICALLY CONTROLLED EQUIPMENT. Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will product results which conform to all other requirements of the contract.

50-08 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by the owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the owner are authorized to notify the Contractor or his/her representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Engineer for his/her decision.

50-09 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the owner may be ordered removed and replaced at the Contractor's expense unless the owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) owner, authorized representatives of the owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work which does not form to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection titled **CONFORMITY WITH PLANS AND SPECIFICATIONS** of this section.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled **CONTRACTOR'S RESPONSIBILITY FOR WORK** of Section 70.

Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the owner) from any monies due or to become due the Contractor.

50-11 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage which may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his/her hauling equipment and shall correct such damage at his/her own expense.

50-12 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or sub-grade previously constructed, the Contractor shall maintain the previous course or sub-grade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in the subsection titled **MAINTENANCE DURING CONSTRUCTION** of this section, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the Engineer's notification, the Engineer may suspend any work necessary for the owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the owner, shall be deducted from monies due or to become due the Contractor.

50-14 PARTIAL ACCEPTANCE. If at any time during the prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the owner, he may request the Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the owner shall not void or alter any provision of the contract.

50-15 FINAL ACCEPTANCE. Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer and owner will make an inspection. If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Engineer shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, he shall notify the

Engineer in writing of his/her intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit his/her written claim to the Engineer who will present it to the owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

SECTION 60: CONTROL OF MATERIALS

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. The materials used on the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statements to the Engineer as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the Engineer's option, materials may be approved at the source of supply before delivery is stated. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. All materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense. Unless otherwise designated, tests in accordance with the cited standard methods of AASHTO or ASTM which are current on the date of advertisement for bids will be made by and at the expense of the owner. Samples will be taken by a qualified representative of the owner. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at his/her request.

60-03 CERTIFICATION OF COMPLIANCE. The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the Engineer.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an “or equal” material or assembly, he shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed “or equal” is suitable for use in the work.

The Engineer reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 PLANT INSPECTION. The Engineer or his/her authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for his/her acceptance of the material or assembly.

Should the Engineer conduct plant inspections, the following conditions shall exist:

- a. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.
- b. The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Engineer shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 ENGINEER'S FIELD OFFICE AND LABORATORY. When specified and provided for as a contract item, the Contractor shall furnish a building for the exclusive use of the Engineer as a field office and field testing laboratory. The building shall be furnished and maintained by the Contractor as specified herein and shall become property of the Contractor when the contract work is completed.

60-06 STORAGE OF MATERIALS. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to

facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Engineer. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Engineer. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Engineer a copy of the property owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at his/her entire expense, except as otherwise agreed to (in writing) by the owner or lessee of the property.

60-07 UNACCEPTABLE MATERIALS. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Engineer.

No rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the Engineer has approved its use in the work.

60-08 OWNER FURNISHED MATERIALS. The Contractor shall furnish all materials required to complete the work, except those specified herein (if any) to be furnished by the owner. Owner-furnished materials shall be made available to the Contractor at the location specified herein.

All costs of handling, transportation from the specified location to the site of work, storage, and installing owner-furnished materials shall be included in the unit price bid for the contract item in which such owner-furnished material is used.

After any owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies which may occur during the Contractor's handling, storage, or use of such owner-furnished material. The owner will deduct from any monies due or to become due the Contractor any cost incurred by the owner in making good such loss due to the Contractor's handling, storage, or use of owner-furnished materials.

END OF SECTION 60

SECTION 70: LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-1 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all Federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the owner and all his/her officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his/her employees.

70-02 PERMITS, LICENSES, AND TAXES. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS. The owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the owner, such authorized work (by others) is indicated as follows:

N/A

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Engineer.

Should the owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such owners by arranging and performing the work in this contract so as to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Engineer, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the

Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 FEDERAL AID PARTICIPATION. Not Applicable.

70-06 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his/her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions are unsanitary, hazardous, or dangerous to his/her health or safety.

70-07 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his/her operations and those of his/her subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his/her own operations and those of his/her subcontractors and all suppliers in accordance with the subsection titled **MAINTENANCE OF TRAFFIC** of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection titled **LIMITATION OF OPERATIONS** of Section 80 hereinafter.

70-08 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS. The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office).

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of AC 150/5340-1, Marking of Paved Areas on Airports.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and his/her parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction Activity.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work which requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Engineer.

Open-flame type lights shall not be permitted within the air operations areas of the airport.

70-09 USE OF EXPLOSIVES. When the use of explosives is necessary for the prosecution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1,000 feet (300 m) from the work or from any building, road, or other place of human occupancy.

The Contractor shall notify each property owner and public utility company having structures or facilities in proximity to the site of the work of his/her intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.

The use of electrical blasting caps shall not be permitted on or within 1,000 feet (300 m) of the airport property.

70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

70-11 RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify and save harmless the Engineer and the owner and their officers, and employees from all suits actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his/her contract as may be considered necessary by the owner for such purpose may be retained for the use of the owner or, in case no money is due, his/her surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

70-12 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 OPENING SECTIONS OF THE WORK TO TRAFFIC. Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his/her own estimate of the difficulties involved in arranging his/her work to permit such beneficial occupancy by the owner as described below:

Open runway or taxiway rehabilitation after 30 calendar days from start of project.

Upon completion of any portion of the work listed above, such portion shall be accepted by the owner in accordance with the subsection titled **PARTIAL ACCEPTANCE** of Section 50.

No portion of the work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the owner shall be repaired by the Contractor at his/her expense.

The Contractor shall make his/her own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

70-14 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled **PARTIAL ACCEPTANCE** of Section 50, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his/her expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seedings, and soddings furnished under his/her contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control his/her operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and the owners are indicated as follows:

Willmut Gas Company
315 South Main Street; P.O. Box 1649
Hattiesburg, MS 39403
(601) 544-6001

It is understood and agreed that the owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be

shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his/her responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the owners of all utility services or other facilities of his/her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided hereinbefore in this subsection and the subsection titled **RESTORATION OF SURFACES DISTURBED BY OTHERS** of this section. A copy of each notification shall be given to the Engineer.

In addition to the general written notification hereinbefore provided, it shall be the responsibility of the Contractor to keep such individual owners advised of changes in his/her plan of operations that would affect such owners.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such owner of his/her plan of operation. If, in the Contractor's opinion, the owner's assistance is needed to locate the utility service or facility or the presence of a representative of the owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

The Contractor's failure to give the two day's notice herein above provided shall be cause for the Engineer to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use excavation methods acceptable to the Engineer within 3 feet of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, he shall immediately notify the proper authority and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his/her operations whether or not due to negligence or accident. The contract owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his/her surety.

70-16 FURNISHING RIGHTS-OF-WAY. The owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contract provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Engineer, his/her authorized representatives, or any officials of the owner either personally or as an official of the owner. It is understood that in such matters they act solely as agents and representatives of the owner.

70-18 NO WAIVER OF LEGAL RIGHTS. Upon completion of the work, the owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or estop the owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the owner be precluded or estopped from recovering from the Contractor or his/her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his/her obligations under the contract. A waiver on the part of the owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the owner's rights under any warranty or guaranty.

70-19 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 ARCHAEOLOGICAL AND HISTORICAL FINDINGS. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during his/her operations, any building, part of a building, structure, or object which is incongruous with its surroundings, he shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and will direct the Contractor to either resume his/her operations or to suspend operations as directed.

Should the Engineer order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract modification (change order or supplemental agreement) as provided in the subsection titled **EXTRA WORK** of Section 40 and the subsection titled **PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT WORK** of

Section 90. If appropriate, the contract modification shall include an extension of contract time in accordance with the subsection titled **DETERMINATION AND EXTENSION OF CONTRACT TIME** of Section 80.

END OF SECTION 70

SECTION 80: PROSECUTION AND PROGRESS

80-01 SUBLETTING OF CONTRACT. The owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Engineer.

Should the Contractor elect to assign his/her contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the owner, and shall be consummated only on the written approval of the owner. In case of approval, the Contractor shall file copies of all subcontracts with the Engineer.

80-02 NOTICE TO PROCEED. The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within 10 days of the date set by the Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin.

80-03 PROSECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit his/her progress schedule for the Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the work within the contract time and modify his/her operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

For AIP contracts, the Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the owner.

80-04 LIMITATION OF OPERATIONS. The Contractor shall control his/her operations and the operations of his/her subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft in the AIR OPERATIONS AREAS of the airport.

When the work requires the Contractor to conduct his/her operations within an AIR OPERATIONS AREA of the airport, the work shall be coordinated with airport management (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AIR OPERATIONS AREA until so authorized by the Engineer and until the

necessary temporary marking and associated lighting is in place as provided in the subsection titled **BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS** of Section 70.

When the contract work requires the Contractor to work within an AIR OPERATIONS AREA of the airport on an intermittent basis (intermittent opening and closing of the AIR OPERATIONS AREA), the Contractor shall maintain constant communications as hereinafter specified; immediately obey all instructions to vacate the AIR OPERATIONS AREA; immediately obey all instructions to resume work in such AIR OPERATIONS AREA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AIR OPERATIONS AREA until the satisfactory conditions are provided. The following AIR OPERATIONS AREA (AOA) cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

N/A

80-05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, he may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of

payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

80-06 TEMPORARY SUSPENSION OF THE WORK. The Engineer shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Engineer, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Engineer's order to suspend work to the effective date of the Engineer's order to resume the work. Claims for such compensation shall be filed with the Engineer within the time period stated in the Engineer's order to resume work. The Contractor shall submit with his/her claim information substantiating the amount shown on the claim. The Engineer will forward the Contractor's claim to the owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the contract, plans, or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

CONTRACT TIME based on CALENDAR DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his/her weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).

The Engineer shall base his/her weekly statement of contract time charged on the following considerations:

- (1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Engineer for reasons not the fault of the Contractor, shall not be charged against the contract time.
- (2) The Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.
- (3) The Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.
- (4) The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled **FINAL ACCEPTANCE** of Section 50.
- (5) The Contractor will be allowed 1 week in which to file a written protest setting forth his/her objections to the Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled **INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES** of Section 20. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

b. **CONTRACT TIME** based on **CALENDAR DAYS** shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Engineer's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

c. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his/her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his/her request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-08 FAILURE TO COMPLETE ON TIME. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled **DETERMINATION AND EXTENSION OF CONTRACT TIME** of this Section) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his/her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the owner should the Contractor fail to complete the work in the time provided in his/her contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the owner of any of its rights under the contract.

80-09 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his/her contract and such default will be considered as cause for the owner to terminate the contract for any of the following reasons if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed.
- b. Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the prosecution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against him unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Engineer consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the owner will, upon written notification from the Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the owner the amount of such excess.

80-10 TERMINATION FOR NATIONAL EMERGENCIES. The owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. **No claims or loss of anticipated profits shall be considered.**

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his/her responsibilities for the completed work nor shall it relieve his/her surety of its obligation for and concerning any just claim arising out of the work performed.

END OF SECTION 80

SECTION 90: MEASUREMENT AND PAYMENT

90-01 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the Engineer, or his/her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, under drains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other acceptable methods will be used.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inches.

The term "ton" will mean the short ton consisting of 2,000 pounds (907 kilograms) avoirdupois. All materials which are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material be paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Engineer, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard may be weighed, and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon (liter) or ton (kilogram). When measured by volume, such volumes will be measured at 60 F (15 C) or will be corrected to the volume at 60 F (15 C) using ASTM D 1250 for asphalts or ASTM D 633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton (kilogram) or hundredweight (kilogram).
Timber will be measured by the thousand feet board measure (M.F.B.M.) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term lump sum when used as an item of payment will mean complete payment for the work described in the contract.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection titled **PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK** of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gage, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within one-half percent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of

1 percent of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound (2.3 kilogram) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of one-half of 1 percent.

In the event inspection reveals the scales have been "under weighing" (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 SCOPE OF PAYMENT. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled **NO WAIVER OF LEGAL RIGHTS** of Section 70.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 COMPENSATION FOR ALTERED QUANTITIES. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so

far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled **ALTERATION OF WORK AND QUANTITIES** of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his/her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 PAYMENT FOR OMITTED ITEMS. As specified in the subsection titled **OMITTED ITEMS** of Section 40, the Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the owner.

Should the Engineer omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Engineer's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK. Extra work, performed in accordance with the subsection titled **EXTRA WORK** of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work. When the change order or supplemental agreement authorizing the extra work requires that it be done by force account, such force account shall be measured and paid for based on expended labor, equipment, and materials plus a negotiated and agreed upon allowance for overhead and profit.

- a. **Miscellaneous.** No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- b. **Comparison of Record.** The Contractor and the Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and the Engineer or their duly authorized representatives.
- c. **Statement.** No payment will be made for work performed on a force account

basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

- (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman..
- (2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
- (3) Quantities of materials, prices, and extensions.
- (4) Transportation of materials.
- (5) Cost of property damage, liability and workman's compensation insurance premiums, unemployment insurance contributions, and social security tax.

Statements shall be accompanied and supported by a receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

90-06 PARTIAL PAYMENTS. Partial payments will be made at least once each month as the work progresses. Said payments will be based upon estimates prepared by the Engineer of the value of the work performed and materials complete in place in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection titled **PAYMENT FOR MATERIALS ON HAND** of this section.

No partial payment will be made when the amount due the Contractor since the last estimate amounts to less than five hundred dollars.

From the total of the amount determined to be payable on a partial payment, 10 percent of such total amount will be deducted and retained by the owner until the final payment is made, except as may be provided (at the Contractor's option) in the subsection titled **PAYMENT OF WITHHELD FUNDS** of this section. The balance (90 percent) of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his/her option, as provided in the subsection titled **PAYMENT OF WITHHELD FUNDS** of this section, no such 10 percent retainage shall be deducted.

When not less than 95 percent of the work has been completed the Engineer may, at his/her discretion and with the consent of the surety, prepare an estimate from which will be retained an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

No partial payment shall bind the owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection titled **ACCEPTANCE AND FINAL PAYMENT** of this section.

90-07 PAYMENT FOR MATERIALS ON HAND. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.
- b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- e. The Contractor has furnished the owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at anytime prior to use in the work.

It is understood and agreed that the transfer of title and the owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his/her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials. The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

90-08 PAYMENT OF WITHHELD FUNDS. At the Contractor's option, he/she may request that the owner accept (in lieu of the 10 percent retainage on partial payments described in the subsection titled PARTIAL PAYMENTS of this section) the Contractor's deposits in escrow under the following conditions.

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the owner.
- b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the owner and having a value not less than the 10 percent retainage that would otherwise be withheld from partial payment.
- c. The Contractor shall enter into an escrow agreement satisfactory to the owner.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of his/her objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the owner as a claim in accordance with the subsection titled **CLAIMS FOR ADJUSTMENT AND DISPUTES** of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled **CLAIMS FOR ADJUSTMENTS AND DISPUTES** of Section 50 or under the provisions of this subsection, such claims will be considered by the owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

END OF SECTION 90

SECTION 100: CONTRACTOR QUALITY CONTROL PROGRAM

100-01 GENERAL. When the specifications require a Contractor Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

- a. Adequately provide for the production of acceptable quality materials.
- b. Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.
- c. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, his/her understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

100-02 DESCRIPTION OF PROGRAM.

a. General Description. The Contractor shall establish a Quality Control Program to perform inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

b. Quality Control Program. The Contractor shall describe the Quality Control Program in a written document which shall be reviewed by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review at least 14 calendar days before the pre-construction conference.

The Quality Control Program shall be organized to address, as a minimum, the following items:

- a. Quality control organization;
- b. Project progress schedule;
- c. Submittals schedule;
- d. Inspection requirements;
- e. Quality control testing plan;
- f. Documentation of quality control activities; and
- g. Requirements for corrective action when quality control and/or acceptance criteria are not met.

The Contractor is encouraged to add any additional elements to the Quality Control Program that he/she deems necessary to adequately control all production and/or construction processes required by this contract.

100-03 QUALITY CONTROL ORGANIZATION. The Contractor's Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be utilized for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of paragraph 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall consist of the following minimum personnel:

- a. Program Administrator. The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a

minimum of 5 years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.

Additional qualifications for the Program Administrator shall include at least 1 of the following requirements:

(1) Professional engineer with 1 year of airport paving experience acceptable to the Engineer.

(2) Engineer-in-training with 2 years of airport paving experience acceptable to the Engineer.

(3) An individual with 3 years of highway and/or airport paving experience acceptable to the Engineer, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

(4) Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).

(5) Highway materials technician certified at Level III by NICET.

(6) Highway construction technician certified at Level III by NICET.

(7) A NICET certified engineering technician in Civil Engineering Technology with 5 years of highway and/or airport paving experience acceptable to the Engineer.

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within 2 hours after being notified of a problem.

b. Quality Control Technicians. A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of 2 years of experience in their area of expertise.

The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

(1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by Section 100-06.

- (2) Performance of all quality control tests as required by the technical specifications and Section 100-07.

Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. **Staffing Levels.** The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.

100-04 PROJECT PROGRESS SCHEDULE. The Contractor shall submit a coordinated construction schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), PERT, or other format, or as otherwise specified in the contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

100-05 SUBMITTALS SCHEDULE. The Contractor shall submit a detailed listing of all submittals (e.g., mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

- a. Specification item number;
- b. Item description;
- c. Description of submittal;
- d. Specification paragraph requiring submittal; and
- e. Scheduled date of submittal.

100-06 INSPECTION REQUIREMENTS. Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by Section 100-07.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

a. During plant operation for material production, quality control test results and periodic inspections shall be utilized to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment utilized in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and utilized.

b. During field operations, quality control test results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and utilized.

100-07 QUALITY CONTROL TESTING PLAN. As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a. Specification item number (e.g., P-401);
- b. Item description (e.g., Plant Mix Bituminous Pavements);
- c. Test type (e.g., gradation, grade, asphalt content);
- d. Test standard (e.g., ASTM or AASHTO test number, as applicable);
- e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated);
- f. Responsibility (e.g., plant technician); and
- g. Control requirements (e.g., target, permissible deviations).

The testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D 3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.

All quality control test results shall be documented by the Contractor as required by Section 100-08.

100-08 DOCUMENTATION. The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

a. Daily Inspection Reports. Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations on a form acceptable to the Engineer. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

- (1) Technical specification item number and description;
- (2) Compliance with approved submittals;
- (3) Proper storage of materials and equipment;
- (4) Proper operation of all equipment;
- (5) Adherence to plans and technical specifications;
- (6) Review of quality control tests; and
- (7) Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the work day following the day of record.

b. Daily Test Reports. The Contractor shall be responsible for establishing a system which will record all quality control test results. Daily test reports shall document the following information:

- (1) Technical specification item number and description;

- (2) Test designation;
- (3) Location;
- (4) Date of test;
- (5) Control requirements;
- (6) Test results;
- (7) Causes for rejection;
- (8) Recommended remedial actions; and
- (9) Retests.

Test results from each day's work period shall be submitted to the Engineer prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

100-09 CORRECTIVE ACTION REQUIREMENTS. The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and utilize statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

100-10 SURVEILLANCE BY THE ENGINEER. All items of material and equipment shall be subject to surveillance by the Engineer at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer at the site for the same purpose.

Surveillance by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

100-11 NONCOMPLIANCE.

a. The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his/her authorized representative to the Contractor or his/her authorized representative at the site of the work, shall be considered sufficient notice.

b. In cases where quality control activities do not comply with either the Contractor's Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:

- (1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.
- (2) Order the Contractor to stop operations until appropriate corrective actions is taken.

END OF SECTION 100

DESIGN SPECIFICATIONS

for

**HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
APRON RESTORATION PART I**

**A.I.P Project No. 3-28-0031-0026-2018
for the
CITY OF HATTIESBURG**

ITEM P-401: PLANT MIX BITUMINOUS PAVEMENTS

DESCRIPTION

401-1.1 This item shall consist of a surface course composed of mineral aggregate and bituminous material mixed in a central mixing plant and placed on a prepared course in accordance with these specifications and shall conform to the lines, grades, thicknesses, and typical cross sections shown on the plans. Each course shall be constructed to the depth, typical section, or elevation required by the plans and shall be rolled, finished, and approved before the placement of the next course.

MATERIALS

401-2.1 AGGREGATE. Aggregates shall consist of crushed stone, crushed gravel, or crushed slag with or without sand or other inert finely divided mineral aggregate. The portion of materials retained on the No. 8 sieve is coarse aggregate. The portion passing the No. 8 (2.36 mm) sieve and retained on the No. 200 (0.075 mm) sieve is fine aggregate, and the portion passing the No. 200 (0.075 mm) sieve is mineral filler.

a. Coarse Aggregate. Coarse aggregate shall consist of sound, tough, durable particles, free from adherent films of matter that would prevent thorough coating and bonding with the bituminous material and be free from organic matter and other deleterious substances. The percentage of wear shall not be greater than 40 percent when tested in accordance with ASTM C 131. The sodium sulfate soundness loss shall not exceed 10 percent, or the magnesium sulfate soundness loss shall not exceed 13 percent, after five cycles, when tested in accordance with ASTM C 88.

Aggregate shall contain at least 50 percent by weight of individual pieces having two or more fractured faces and 65 percent by weight having at least one fractured face. The area of each face shall be equal to at least 75 percent of the smallest midsectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces. Fractured faces shall be obtained by crushing.

The aggregate shall not contain more than a total of 8 percent, by weight, of flat or elongated pieces, when tested in accordance with ASTM D 4791.

Slag shall be air-cooled, blast furnace slag, and shall have a compacted weight of not less than 70 pounds per cubic foot (1.12 mg/cubic meter) when tested in accordance with ASTM C 29.

b. Fine Aggregate. Fine aggregate shall consist of clean, sound, durable, angular shaped particles produced by crushing stone, slag, or gravel that meets the requirements for wear and soundness specified for coarse aggregate. The aggregate particles shall be free from coatings of clay, silt, or other objectionable matter and shall contain no clay balls. The fine aggregate, including any blended material for the fine aggregate, shall have a plasticity index of not more than 6 and a liquid limit of not more than 25 when tested in accordance with ASTM D 4318.

Natural (non-manufactured) sand may be used to obtain the gradation of the aggregate blend or to improve the workability of the mix. The amount of sand to be added will be adjusted to produce mixtures conforming to requirements of this specification. The fine aggregate shall not contain more than 20 percent natural sand by weight of total aggregates.

The aggregate shall have sand equivalent values of 35 or greater when tested in accordance with ASTM D 2419.

c. Sampling. ASTM D 75 shall be used in sampling coarse and fine aggregate, and ASTM C 183 shall be used in sampling mineral filler.

401-2.2 MINERAL FILLER. If filler, in addition to that naturally present in the aggregate, is necessary, it shall meet the requirements of ASTM D 242.

401-2.3 BITUMINOUS MATERIAL. Bituminous material shall conform to the following requirements: ASTM D 946, Penetration Grade 85-100.

The Contractor shall furnish vendor's certified test reports for each lot of bituminous material shipped to the project. The vendor's certified test report for the bituminous material can be used for acceptance or tested independently by the Engineer.

401-2.4 PRELIMINARY MATERIAL ACCEPTANCE. Prior to delivery of materials to the job site, the Contractor shall submit certified test reports to the Engineer for the following materials:

a. Coarse Aggregate.

- (1) Percent of wear.
- (2) Soundness.
- (3) Unit weight of slag.

b. Fine Aggregate.

- (1) Liquid limit.
- (2) Plasticity index.
- (3) Sand equivalent.

c. Mineral Filler.

d. Bituminous Material.

The certification(s) shall show the appropriate ASTM test(s) for each material, the test results, and a statement that the material meets the specification requirement.

The Engineer may request samples for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

COMPOSITION

401-3.1 COMPOSITION OF MIXTURE. The bituminous plant mix shall be composed of a mixture of well-graded aggregate, filler if required, and bituminous material. The several aggregate fractions shall be sized, handled in separate size groups, and combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula (JMF).

401-3.2 JOB MIX FORMULA. No bituminous mixture for payment shall be produced until a job mix formula has been approved by the Engineer. The bituminous mixture shall be designed using procedures contained in Chapter III, MARSHALL METHOD OF MIX DESIGN, of the Asphalt Institute's Manual Series No. 2 (MS-2), Mix Design Methods for Asphalt Concrete, and shall meet the requirements of Tables 1 and 2.

The design criteria in Table 1 are target values necessary to meet the acceptance requirements contained in paragraph 401-5.2b. The criteria is based on a production process which has a material variability with the following standard deviations:

Stability (lbs.) = 270
Flow (0.01 inch) = 1.5
Air Voids (%) = 0.65

If material variability exceeds the standard deviations indicated, the job mix formula and subsequent production targets should be based on a stability greater than shown in Table 1, and the flow and air voids should be targeted close to the mid-range of the criteria in order to meet the acceptance requirements.

If the Tensile Strength Ratio (TSR) of the composite mixture, as determined by ASTM D 4867, is less than 75, the aggregates shall be rejected or the asphalt treated with an approved anti-stripping agent. The amount of anti-stripping agent added to the asphalt shall be sufficient to produce a TSR of not less than 75. If an antistrip agent is required, it will be provided by the Contractor at no additional cost.

The job mix formula shall be submitted in writing by the Contractor to the Engineer at least 30 days prior to the start of paving operations and shall include as a minimum:

- a. Percent passing each sieve size.
- b. Percent of asphalt cement.
- c. Asphalt viscosity or penetration grade.
- d. Number of blows of hammer compaction per side of molded specimen.
- e. Mixing temperature.

- f. Compaction temperature.
- g. Temperature of mix when discharged from the mixer.
- h. Temperature-viscosity relationship of the asphalt cement.
- i. Plot of the combined gradation on the Federal Highway Administration (FHWA) 45 power gradation curve.
- j. Graphical plots of stability, flow, air voids, voids in the mineral aggregate, and unit weight versus asphalt content.
- k. Percent natural sand.
- l. Percent fractured faces.
- m. Percent elongated particles.
- n. Tensile Strength Ratio (TSR).
- o. Antistrip agent (if required).

The Contractor shall submit samples to the Engineer, upon request, for job mix formula verification testing.

The job mix formula for each mixture shall be in effect until modified in writing by the Engineer. Should a change in sources of materials be made, a new job mix formula must be approved by the Engineer before the new material is used.

TABLE 1. MARSHALL DESIGN CRITERIA

TEST PROPERTY	Gross Wgt. > 60,000 lbs Or Tire Pressure > 100 PSI
Number of blows	75
Stability, pounds (newtons) minimum	2150 (9555)
Flow, 0.01 in. (0.25 mm)	10-14
Air voids (percent)	2.8-4.2
Voids filled with asphalt (percent)	65-75
Percent voids in mineral aggregate, minimum	See Table 2

**TABLE 2. MINIMUM PERCENT
VOIDS IN MINERAL AGGREGATE**

Nominal Maximum Aggregate Size 1/		Minimum Voids in Mineral Aggregate, Percent Design Air Voids
in.	mm	Percent
½	12.5	13
¾	19.5	12
1	25.0	11
1-1/4	31.25	10

1/ The nominal maximum aggregate size is the next larger sieve size than the sieve on which at least 10 percent of the total aggregate is retained.

The mineral aggregate shall be of such size that the percentage composition by weight, as determined by laboratory screens, will conform to the gradation or gradations specified in Table 3 when tested in accordance with ASTM Standard C 136 and C 117.

The gradations in Table 3 represent the limits which shall determine the suitability of aggregate for use from the sources of supply. The aggregate, as selected (and used in the JMF), shall have a gradation within the limits designated in Table 3 and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve, or vice versa, but shall be well graded from coarse to fine.

Deviations from the final approved mix design for bitumen content and gradation of aggregates shall be within the action limits for individual measurements as specified in paragraph 401-6.5a. The limits still will apply if they fall outside the master grading band in Table 3.

The maximum size aggregate used shall not be more than one-half of the thickness of the course being constructed.

TABLE 3. AGGREGATE - BITUMINOUS PAVEMENTS

Sieve Size	Percentage by Weight Passing Sieves 1" max
1-1/4 in. (31.25 mm)	-
1 in. (25.0 mm)	100
¾ in. (19.0 mm)	76-98
½ in. (12.5 mm)	66-86
⅜ in. (9.5 mm)	57-77
No. 4 (4.75 mm)	40-60
No. 8 (2.36 mm)	26-46
No. 16 (1.18 mm)	17-37
No. 30 (0.60 mm)	-
No. 50 (0.30 mm)	7-19

TABLE 3. AGGREGATE - BITUMINOUS PAVEMENTS

Sieve Size	Percentage by Weight Passing Sieves 1" max
No. 100 (0.15 mm)	6-16
No. 200 (0.075 mm)	3-6
Asphalt percent	
Stone or gravel	4.5-7.0

The aggregate gradations shown are based on aggregates of uniform specific gravity. The percentages passing the various sieves shall be corrected when aggregates of varying specific gravities are used, as indicated in the Asphalt Institute Manual Series No. 2 (MS-2), Appendix A.

401-3.3 RECYCLED ASPHALT CONCRETE. Recycled asphalt concrete shall consist of reclaimed asphalt pavement (RAP), coarse aggregate, fine aggregate, mineral filler, asphalt cement, and recycling agent, if necessary. Reclaimed asphalt pavement may be used for all courses.

The RAP shall be of a consistent gradation and asphalt content. The Contractor may obtain the RAP from the job site or existing source.

All new aggregates used in the recycled mix shall meet the requirements of paragraph 401-2.1. New bituminous material shall meet the requirements of paragraph 401-2.3. Recycling agents shall meet the requirements of ASTM D 4552.

The recycled asphalt concrete mix shall be designed using procedures contained in the Asphalt Institute's Manual Series Number 20 (MS-20), Asphalt Hot-Mix Recycling, in conjunction with MS-2 (MS-2). The job mix shall meet the requirements of paragraph 401-3.2. In addition to the requirements of paragraph 401-3.2, the job mix formula shall indicate the percent of reclaimed asphalt pavement, the percent and viscosity grade of new asphalt, the percent and grade of hot-mix recycling agent (if used), and the properties (including viscosity and penetration) of the asphalt blend.

The Contractor shall submit documentation to the Engineer, indicating that the mixing equipment proposed for use is adequate to mix the percent of RAP shown in the job mix formula and meet all local and national environmental regulations.

401-3.4 TEST SECTION. Prior to full production, the Contractor shall prepare and place a quantity of bituminous mixture according to the job mix formula. The amount of mixture should be sufficient to construct a test section 60 long and 20 wide, placed in two lanes, with a longitudinal cold joint, and shall be of the same depth specified for the construction of the course which it represents. The underlying grade or pavement structure upon which the test section is to be constructed shall be the same as the remainder of the course represented by the test section. The equipment used in construction of the test section shall be the same type and weight to be used on the remainder of the course represented by the test section.

Three random samples shall be taken at the plant and tested for stability, flow, and air voids in accordance with paragraph 401-5.1a(2). Three randomly selected cores shall be taken from the finished pavement mat, and three from the longitudinal joint, and tested in accordance with paragraph 401-5.1b(4). Random sampling shall be in accordance with procedures contained in ASTM D 3665.

Stability, flow, and air voids shall be evaluated in accordance with paragraph 401-5.2b. Mat density shall be evaluated in accordance with paragraph 401-5.2c. Joint density shall be evaluated in accordance with paragraph 401-5.2d. The test section shall be considered acceptable if the percentage of material within limits (PWL) is 90 or more.

Two random samples of mixture shall be taken at the plant and tested for aggregate gradation and asphalt content in accordance with paragraphs 401-6.3a and 3b and evaluated in accordance with paragraphs 401-6.5a and 5b. The test section shall be considered acceptable if the gradation and asphalt content are within the limits specified in paragraphs 401-6.5a and 5b.

Voids in the mineral aggregate (VMA), for each plant sample, shall be computed in accordance with procedures contained in Chapter III, MARSHALL METHOD OF MIX DESIGN, of the Asphalt Institute's Manual Series No. 2 (MS-2), Mix Design for Asphalt Concrete.

Voids filled with asphalt, for each plant sample, shall be computed as follows:

- a. Determine asphalt content in percentage by volume using:

$$I = \frac{P_b \times G_{mb}}{G_b}$$

Where:

I = Percentage by volume of asphalt

P_b = Percentage by weight of asphalt

G_{mb} = Bulk specific gravity of compacted mixture

G_b = Specific gravity of asphalt

- b. Determine percent voids filled with asphalt as follows:

$$VF = \frac{I}{I + P_a} \times 100$$

Where:

VF = Percent voids filled with asphalt

I = Percentage by volume of asphalt

P_a = Percent air voids

The test section shall be considered acceptable if the voids in the mineral aggregate and the voids filled with asphalt are within the limits of Table 1.

If the test section should prove to be unsatisfactory, the necessary adjustments to the job mix formula, plant operation, placing procedures, and/or rolling procedures shall be made. A second test section shall then be placed. If the second test section also does not meet specification requirements, both sections shall be removed at the Contractor's expense. Additional test sections, as required, shall be constructed and evaluated for conformance to the specifications. Any additional sections that do not conform to specification requirements shall be removed at the Contractor's expense. Full production shall not begin until a satisfactory section has been constructed and accepted by the Engineer. The initial test section and any subsequent section that meets specification requirements shall be paid for in accordance with paragraph 401-8.1.

Job mix control testing shall be performed by the Contractor at the start of plant production and in conjunction with the calibration of the plant for the job mix formula. It should be recognized that the aggregates produced by the plant may not satisfy the gradation requirements or produce a mix that exactly meets the JMF. In those instances, it will be necessary to reevaluate and redesign the mix using plant-produced aggregates. Specimens should be prepared and the optimum bitumen content determined in the same manner as for the original design tests.

401-3.5 TESTING LABORATORY. The laboratory used to develop the job mix formula shall meet the requirements of ASTM D 3666. A certification signed by the manager of the laboratory stating that it meets these requirements shall be submitted to the Engineer prior to the start of construction. The certification shall contain as a minimum:

- a. Qualifications of personnel; laboratory manager, supervising technician, and testing technicians.
- b. A listing of equipment to be used in developing the job mix.
- c. A copy of the laboratory's quality control system.
- d. Evidence of participation in the AASHTO Materials Reference Laboratory (AMRL) program.

CONSTRUCTION METHODS

401-4.1 WEATHER LIMITATIONS. The bituminous mixture shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in Table 4. The temperature requirements may be waived by the Engineer, if requested; however, all other requirements including compaction shall be met.

TABLE 4. BASE TEMPERATURE LIMITATIONS

Mat Thickness	Base Temperature (Minimum)	
	Deg. F	Deg. C
3 in. (7.5 cm) or greater	40	4
Greater than 1 in. (2.5 cm) but less than 3 in. (7.5 cm)	45	7
1 in. (2.5 cm) or less	50	10

401-4.2 BITUMINOUS MIXING PLANT. Plants used for the preparation of bituminous mixtures shall conform to the requirements of ASTM D 995 with the following changes:

a. Requirements for All Plants.

(1) **Truck Scales.** The bituminous mixture shall be weighed on approved scales furnished by the Contractor, or on certified public scales at the Contractor's expense. Scales shall be inspected and sealed as often as the Engineer deems necessary to assure their accuracy. Scales shall conform to the requirements of the General Provisions, Section 90-01.

(2) **Testing Facilities.** The Contractor shall provide laboratory facilities at the plant for the use of the Engineer's acceptance testing and the Contractor's quality control testing, in accordance with paragraph 401-6.2d. .

(3) **Inspection of Plant.** The Engineer, or Engineer's authorized representative, shall have access, at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant: verifying weights, proportions, and material properties; and checking the temperatures maintained in the preparation of the mixtures.

(4) **Storage Bins and Surge Bins.** Paragraph 3.9 of ASTM D 995 is deleted. Instead, the following applies. Use of surge and storage bins for temporary storage of hot bituminous mixtures will be permitted as follows:

- (a) The bituminous mixture may be stored in surge bins for period of time not to exceed 3 hours.
- (b) The bituminous mixture may be stored in insulated storage bins for a period of time not to exceed 24 hours.

The bins shall be such that mix drawn from them meets the same requirements as mix loaded directly into trucks.

If the Engineer determines that there is an excessive amount of heat loss, segregation, or oxidation of the mixture due to temporary storage, no overnight storage will be allowed.

401-4.3 HAULING EQUIPMENT. Trucks used for hauling bituminous mixtures shall have tight, clean, and smooth metal beds. To prevent the mixture from adhering to them, the truck beds shall be lightly coated with a minimum amount of paraffin oil, lime solution, or other approved material. Each truck shall have a suitable cover to protect the mixture from adverse weather. When necessary, to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated and covers shall be securely fastened.

401-4.4 BITUMINOUS PAVERS. Bituminous pavers shall be self-propelled with an activated screed, heated as necessary, and shall be capable of spreading and finishing courses of bituminous plant mix material which will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface.

The paver shall have a receiving hopper of sufficient capacity to permit a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed without segregation. The screed shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture.

If an automatic grade control device is used, the paver shall be equipped with a control system capable of automatically maintaining the specified screed elevation. The control system shall be automatically actuated from either a reference line and/or through a system of mechanical sensors or sensor-directed mechanisms or devices which will maintain the paver screed at a predetermined transverse slope and at the proper elevation to obtain the required surface. The transverse slope controller shall be capable of maintaining the screed at the desired slope within plus or minus 0.1 percent.

The controls shall be capable of working in conjunction with any of the following attachments:

- a. Ski-type device of not less than 30 feet (9.14 m) in length.
- b. Taut stringline (wire) set to grade.
- c. Short ski or shoe.
- d. Laser control.

401-4.5 ROLLERS. Rollers of the vibratory, steel wheel, and pneumatic-tired type shall be used. They shall be in good condition, capable of operating at slow speeds to avoid displacement of the bituminous mixture. The number, type, and weight of rollers shall be sufficient to compact the mixture to the required density while it is still in a workable condition.

The use of equipment which causes excessive crushing of the aggregate will not be permitted.

401-4.6 PREPARATION OF BITUMINOUS MATERIAL. The bituminous material shall be heated in a manner that will avoid local overheating and provide a continuous supply of the

bituminous material to the mixer at a uniform temperature. The temperature of the bituminous material delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles, but shall not exceed 325 degrees F (160 degrees C).

401-4.7 PREPARATION OF MINERAL AGGREGATE. The aggregate for the mixture shall be heated and dried prior to introduction into the mixer. The maximum temperature and rate of heating shall be such that no damage occurs to the aggregates. The temperature of the aggregate and mineral filler shall not exceed 350 degrees F (175 degrees C) when the asphalt is added. Particular care shall be taken that aggregates high in calcium or magnesium content are not damaged by overheating. The temperature shall not be lower than is required to obtain complete coating and uniform distribution on the aggregate particles and to provide a mixture of satisfactory workability.

401-4.8 PREPARATION OF BITUMINOUS MIXTURE. The aggregates and the bituminous material shall be weighed or metered and introduced into the mixer in the amount specified by the job mix formula.

The combined materials shall be mixed until the aggregate obtains a uniform coating of bitumen and is thoroughly distributed throughout the mixture. Wet mixing time shall be the shortest time that will produce a satisfactory mixture, but not less than 25 seconds for batch plants. The wet mixing time for all plants shall be established by the Contractor, based on the procedure for determining the percentage of coated particles described in ASTM D 2489, for each individual plant and for each type of aggregate used. The wet mixing time will be set to achieve 95 percent of coated particles. For continuous mix plants, the minimum mixing time shall be determined by dividing the weight of its contents at operating level by the weight of the mixture delivered per second by the mixer. The moisture content of all bituminous mix upon discharge shall not exceed 0.5 percent.

401-4.9 PREPARATION OF THE UNDERLYING SURFACE. Immediately before placing the bituminous mixture, the underlying course shall be cleaned of all dust and debris. A prime coat or tack coat shall be applied in accordance with Item P-602 or P-603, if required by the contract specifications.

401-4.10 TRANSPORTING, PLACING, AND FINISHING. The bituminous mixture shall be transported from the mixing plant to the site in vehicles conforming to the requirements of paragraph 401-4.3. Deliveries shall be scheduled so that placing and compacting of mixture is uniform with minimum stopping and starting of the paver. Adequate artificial lighting shall be provided night placements. Hauling over freshly placed material shall not be permitted until the material has been compacted, as specified, and allowed to cool to atmospheric temperature.

The mix shall be placed and compacted at a temperature suitable for obtaining density, surface smoothness, and other specified requirements but not less than 250 degrees F (107 degrees C).

Upon arrival, the mixture shall be placed to the full width by a bituminous paver. It shall be struck off in a uniform layer of such depth that, when the work is completed, it shall have the required thickness and conform to the grade and contour indicated. The speed of the paver shall

be regulated to eliminate pulling and tearing of the bituminous mat. Unless otherwise permitted, placement of the mixture shall begin along the centerline of a crowned section or on the high side of areas with a one-way slope. The mixture shall be placed in consecutive adjacent strips having a minimum width of [] feet except where edge lanes require less width to complete the area. The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least 1 foot (30 cm); however, the joint in the surface top course shall be at the centerline of the pavement. Transverse joints in one course shall be offset by at least 10 feet (3 m) from transverse joints in the previous course.

Transverse joints in adjacent lanes shall be offset a minimum of 10 feet (3 m).

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the mixture may be spread and luted by hand tools.

401-4.11 COMPACTION OF MIXTURE. After placing, the mixture shall be thoroughly and uniformly compacted by rolling. The surface shall be compacted as soon as possible when the mixture has attained sufficient stability so that the rolling does not cause undue displacement, cracking or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of the Contractor.

The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any displacement occurring as a result of reversing the direction of the roller, or from any other cause, shall be corrected at once.

Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross section, and the required field density is obtained.

To prevent adhesion of the mixture to the roller, the wheels shall be kept properly moistened (and scrapers used), but excessive water will not be permitted.

In areas not accessible to the roller, the mixture shall be thoroughly compacted with hand tampers.

Any mixture that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's expense. Skin patching shall not be allowed.

401-4.12 JOINTS. The formation of all joints shall be made in such a manner as to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade. The roller shall not pass over the unprotected end of the freshly laid mixture except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent

lane. In both methods, all contact surfaces shall be given a tack coat of bituminous material before placing any fresh mixture against the joint.

Longitudinal joints which are irregular, damaged, uncompacted, or otherwise defective shall be cut back to expose a clean, sound surface for the full depth of the course. All contact surfaces shall be given a tack coat of bituminous material prior to placing any fresh mixture against the joint.

MATERIAL ACCEPTANCE

401-5.1 ACCEPTANCE SAMPLING AND TESTING. All acceptance sampling and testing necessary to determine conformance with the requirements specified in this section will be performed by the Engineer at no cost to the Contractor. Testing organizations performing these tests shall meet the requirements of ASTM D 3666. All equipment in Contractor furnished laboratories shall be calibrated by the testing organization prior to the start of operations.

a. Plant-Produced Material. Plant-produced material shall be tested for stability, flow, and air voids on a lot basis. Sampling shall be from material deposited into trucks at the plant or from trucks at the job site. A lot will consist of:

- one day's production not to exceed 2,000 tons (1 814 000 kg), or
- a half day's production where a day's production is expected to consist of between 2,000 and 4,000 tons (1 814 000 and 3 628 000 kg), or
- similar subdivisions for tonnages over 4,000 tons (3 628 000 kg).

Where more than one plant is simultaneously producing material for the job, the lot sizes shall apply separately for each plant.

(1) Sampling. Each lot will consist of four equal sublots. Sufficient material for preparation of test specimens will be sampled by the Engineer on a random basis, in accordance with the procedures contained in ASTM D 3665. One set of laboratory compacted specimens will be prepared for each subplot in accordance with ASTM D 1559, paragraph 4.5, at the number of blows required by paragraph 401-3.2, Table 1. Each set of laboratory compacted specimens will consist of three test portions prepared from the same sample increment.

The sample of bituminous mixture may be put in a covered metal tin and placed in an oven for not less than 30 minutes nor more than 60 minutes to stabilize to compaction temperature. The compaction temperature of the specimens should be as specified in the job mix formula.

(2) Testing. Sample specimens shall be tested for stability and flow in accordance with ASTM D 1559, paragraph 5. Air voids will be determined by the Engineer in accordance with ASTM D 3203.

Prior to testing, the bulk specific gravity of each test specimen shall be measured by the Engineer in accordance with ASTM D 2726 using the procedure for laboratory-prepared thoroughly dry specimens, or ASTM D 1188, whichever is applicable, for use in computing air voids and pavement density.

For air voids determination, the theoretical maximum specific gravity of the mixture shall be measured for each subplot in accordance with ASTM D 2041, Type C, D or E container. The value used in the air voids computation for each subplot shall be based on the maximum specific gravity measurement for the subplot.

The stability and flow for each subplot shall be computed by averaging the results of all test specimens representing that subplot.

(3) Acceptance. Acceptance of plant produced material for stability, flow, and air voids shall be determined by the Engineer in accordance with the requirements of paragraph 401-5.2b.

b. Field Placed Material. Material placed in the field shall be tested for mat and joint density on a lot basis.

(1) Mat Density. The lot size shall be the same as that indicated in paragraph 401-5.1a and shall be divided into four equal sublots. One core of finished, compacted materials shall be taken by the Contractor from each subplot. Core locations will be determined by the Engineer on a random basis in accordance with procedures contained in ASTM D 3665. Cores shall not be taken closer than one foot from a transverse or longitudinal joint.

(2) Joint Density. The lot size shall be the total length of longitudinal joints constructed by a lot of material as defined in paragraph 401-5.1a. The lot shall be divided into four equal sublots. One core of finished, compacted materials shall be taken by the Contractor from each subplot. Core locations will be determined by the Engineer on a random basis in accordance with procedures contained in ASTM D 3665.

(3) Sampling. Samples shall be neatly cut with a core drill or other approved equipment. The minimum diameter of the sample shall be three inches. Samples that are clearly defective, as a result of sampling, shall be discarded and another sample taken. The Contractor shall furnish all tools, labor, and materials for cutting samples and filling the cored pavement. Cored holes shall be filled in a manner acceptable to the Engineer and within one day after sampling.

(4) Testing. The bulk specific gravity of each cored sample will be measured by the Engineer in accordance with ASTM D 2726 or ASTM D 1188, whichever is applicable. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each subplot sample by the average bulk specific gravity of all laboratory prepared specimens for the lot, as determined in paragraph 401-5.1a(2).

(5) Acceptance. Acceptance of field placed material for mat density will be determined by the Engineer in accordance with the requirements of paragraph 401-5.2c. Acceptance for joint density will be determined in accordance with the requirements of paragraph 401-5.2d.

c. Partial Lots — Plant-Produced Material. When operational conditions cause a lot to be terminated before the specified number of tests have been made for the lot, or when the Contractor and Engineer agree in writing to allow overages or other minor tonnage placements to be considered as partial lots, the following procedure will be used to adjust the lot size and the number of tests for the lot.

The last batch produced where production is halted will be sampled, and its properties shall be considered as representative of the particular subplot from which it was taken. Where three sublots are produced, they shall constitute a lot. Where one or two sublots are produced, they shall be incorporated into the next lot, and the total number of sublots shall be used in the acceptance plan calculation, i.e., $n = 5$ or $n = 6$, for example.

d. Partial Lots — Field Placed Material. The lot size for field placed material shall correspond to that of the plant material, except that, in no cases, shall less than three (3) cored samples be obtained, i.e., $n = 3$.

401-5.2 ACCEPTANCE CRITERIA.

a. General. Acceptance will be based on the following characteristics of the bituminous mixture and completed pavement as well as the implementation of the Contractor Quality Control plan and test results:

- (1) Stability
- (2) Flow
- (3) Air voids
- (4) Mat density
- (5) Joint density
- (6) Thickness
- (7) Smoothness
- (8) Grade

Stability, flow, and air voids will be evaluated for acceptance in accordance with paragraph 401-5.2b. Mat density will be evaluated for acceptance in accordance with paragraph 401-5.2c. Joint density will be evaluated for acceptance in accordance with paragraph 401-5.2d.

Acceptance for mat density and air voids will be based on the criteria contained in paragraph 401-5.2f(1). Acceptance for stability and flow will be based on the criteria contained in paragraph 401-5.2f(2). Acceptance for joint density will be based on the criteria contained in paragraph 401-5.2f(3). Thickness will be evaluated by the Engineer for compliance in accordance with paragraph 401-5.2f(4). Acceptance for smoothness will be based on the criteria

contained in paragraph 401-5.2f(5). Acceptance for grade will be based on the criteria contained in paragraph 401-5.2f(6).

The Engineer may at any time, notwithstanding previous plant acceptance, reject and require the Contractor to dispose of any batch of bituminous mixture which is rendered unfit for use due to contamination, segregation, incomplete coating of aggregate, or improper mix temperature. Such rejection may be based on only visual inspection or temperature measurements. In the event of such rejection, the Contractor may take a representative sample of the rejected material in the presence of the Engineer, and if it can be demonstrated in the laboratory, in the presence of the Engineer, that such material was erroneously rejected, payment will be made for the material at the contract unit price.

b. Stability, Flow, Air Voids. Evaluation for acceptance of each lot of plant-produced material for stability, flow, and air voids shall be based on PWL. The Contractor shall target production quality to achieve 90 PWL or higher.

c. Mat Density. Evaluation for acceptance of each lot of in-place pavement for mat density shall be based on PWL. The Contractor shall target production quality to achieve 90 PWL or higher.

d. Joint Density. Evaluation for acceptance of each lot of in-place pavement for joint density shall be based on PWL. The Contractor shall target production quality to achieve 90 PWL or higher.

e. Percentage of Material Within Specification Limits (PWL). The percentage of material within specification limits (PWL) shall be determined in accordance with procedures specified in Section 110 of the General Provisions. The specification tolerance limits (L) and (U) are contained in Table 5.

f. Acceptance Criteria.

(1) Mat Density and Air Voids. If the PWL of the lot equals or exceeds 90 percent, the lot shall be acceptable. Acceptance and payment for the lot shall be determined in accordance with paragraph 401-8.1.

(2) Stability and Flow. If the PWL of the lot equals or exceeds 90 percent, the lot shall be acceptable. If the PWL is less than 90 percent, the Contractor shall determine the reason and take corrective action. If the PWL is below 80 percent, the Contractor must stop production and make adjustments to the mix.

(3) Joint Density. If the PWL of the lot equals or exceeds 90 percent, the lot shall be acceptable. If the PWL is less than 90 percent, the Contractor shall evaluate the method of compacting joints. If the PWL is below 80 percent, the Contractor shall stop production until the reason for poor compaction has been determined.

(4) **Thickness.** Thickness shall be evaluated for compliance by the Engineer to the requirements shown on the plans. Measurements of thickness shall be made by the Engineer using the cores extracted for each subplot for density measurement.

(5) **Smoothness.** The finished surfaces of the pavement shall not vary more than ¼ inch for the surface course. Each lot shall be evaluated with a 12 foot (3.6 m) straightedge. The lot size shall be 2,000 square yards (1 650 square meters). Measurements will be made perpendicular and parallel to the centerline at distances not to exceed 50 feet (15.2 m). When more than 15 percent of all measurements within a lot exceed the specified tolerance, the Contractor shall remove the deficient area and replace with new material. Sufficient material shall be removed to allow at least one inch of asphalt concrete to be placed. Skin patching shall not be permitted. High point may be ground off.

(6) **Grade.** The finished surface of the pavement shall not vary from the gradeline elevations and cross sections shown on the plans by more than ½ inch (12.70 mm). The finished grade of each lot will be determined by running levels at intervals of 50 feet (15.2 m) or less longitudinally and transversely to determine the elevation of the completed pavement. The lot size shall be 2,000 square yards (1 650 square meters). When more than 15 percent of all the measurements within a lot are outside the specified tolerance, the Contractor shall remove the deficient area and replace with new material. Sufficient material shall be removed to allow at least one inch of asphalt concrete to be placed. Skin patching for correcting low areas shall not be permitted. High points may be ground off.

g. **Outliers.** All individual tests for mat density and air voids shall be checked for outliers (test criterion) in accordance with ASTM E 178, at a significance level of 5 percent. Outliers shall be discarded, and the PWL shall be determined using the remaining test values.

TABLE 5. MARSHALL ACCEPTANCE LIMITS FOR STABILITY, FLOW, AIR VOIDS, DENSITY

TEST PROPERTY	Pavements Designed for Aircraft Gross Weights of 60,000 Lbs. or more or Tire Pressure Greater than 100 Psi	
	75	
Number of Blows	Specification Tolerance	
	L	U
Stability, minimum, pounds	1800	-
Flow, 0.01-inch	8	16
Air Voids Total Mix, percent	2.0	5.0
Density, percent	96.3	-

Joint density, percent	93.3	-
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TABLE 6. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL)

Percent Within Limits (PWL), P _L , and P _U Positive Values of Q						
n=3	n=4	n=5	n=6	n=7	n=8	
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4716
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630
87	1.0597	1.1100	1.1173	1.1191	1.1199	1.1204
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015
83	0.9939	0.9900	0.9785	0.9715	0.9672	0.9643
82	0.9749	0.9600	0.9452	0.9367	0.9325	0.9281
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344
72	0.7630	0.6600	0.6316	0.6176	0.6095	0.6044
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747
70	0.6787	0.6000	0.5719	0.5583	0.5504	0.5454
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877

67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592
66	0.5563	0.4800	0.4545	0.4424	0.4354	0.4310
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4031
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855
56	0.2164	0.1800	0.1688	0.1636	0.1613	0.1592
55	0.1806	0.1500	0.1408	0.1363	0.1338	0.1322
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0792
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264
50	0.0	0.0	0.0	0.0	0.0	0.0

A lot is the quantity of material to be controlled and may represent a specified tonnage or a specified number of truckloads. The lot size, to be determined by the Engineer, should, for the most part, depend on the operational capacity of the plant, but shall in no case exceed 2,000 tons (1 814 000 kg) in accordance with paragraph 401-5q.1.

401-5.3 RESAMPLING PAVEMENT.

a. General. Resampling of a lot of pavement for mat density will be allowed if the Contractor requests, in writing, within 48 hours after receiving the written test results from the Engineer. A retest will consist of all the sampling and testing procedures contained in paragraphs 401-5.1b and 401-5.2c. Only one resampling per lot will be permitted.

(1) A redefined PWL shall be calculated for the resampled lot. The number of tests used to calculate the redefined PWL shall include the initial tests made for that lot plus the retests.

(2) The cost for resampling and retesting shall be borne by the Contractor.

b. Payment for Resampled Lots. The redefined PWL for a resampled lot shall be used to calculate the payment for that lot in accordance with Table 7.

c. Outliers. If the test within a lot include a very large or a very small value which appears to be outside the normal limits of variation, check for an outlier in accordance with ASTM E 178, at a significance level of 5 percent, to determine if this value should be discarded when computing the PWL.

401-5.4 LEVELING COURSE. Any course used for truing and leveling shall meet the requirements of paragraph 401-3.2 and 5.2b, but shall not be subject to the density requirements of paragraph 401-5.2c and 5.2d. The leveling course shall be compacted with the same effort used to achieve density of the test section. The truing and leveling course shall not exceed a nominal thickness of 1-½ inches (37.5 mm).

CONTRACTOR QUALITY CONTROL

401-6.1 GENERAL. The Contractor shall establish, provide, and maintain a Quality Control System which will provide reasonable assurance that all materials and completed construction submitted for acceptance conform to contract requirements whether manufactured or processed by the Contractor or procured from sub-contractors or vendors. Although guidelines are established and certain requirements are specified, they are minimum and the Contractor shall assume full responsibility for meeting all requirements.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, his/her understanding of the quality control responsibilities for specific items as included in these specifications.

The Contractor shall provide the Engineer a certification stating that all of the testing equipment to be used is properly calibrated and will meet the specifications applicable for the specified test procedures. As a part of the process for approving the Contractor's plan, the Engineer may require the Contractor's technician to perform testing of samples to demonstrate an acceptable level of performance.

The Contractor shall perform quality control sampling, testing, and inspection during all phases of the work and shall perform them at a rate sufficient to ensure that the work conforms to the contract requirements, and at minimum test frequencies required by paragraph 401.6.3.

401-6.2 QUALITY CONTROL PLAN. The Contractor shall provide and maintain a Quality Control Plan (Plan) along with all the personnel, equipment, supplies and facilities necessary to obtain samples, perform and document test, and otherwise ensure the quality of the product.

The Contractor shall describe the Plan in a written document which shall be approved by the Engineer prior to the start of any production or construction. The written Plan shall be submitted to the Engineer for approval at least 10 days prior to the start of the operations.

No partial payment will be made for materials which are subject to specific quality control requirements without an approved Plan.

The Plan may be operated wholly or in part by the Contractor or an independent organization; however, the Plan's administration, including compliance with the Plan and its modification, shall remain the responsibility of the Contractor.

a. Plan Contents. The Plan shall be organized to address the following minimum items:

1. Quality control organization chart.
2. Area of responsibility and authority of each individual.
3. Names and qualifications of personnel as required by paragraphs 401-6.2c(1) and (2).
4. A listing of any outside organizations such as testing laboratories that will be employed by the contractor and a description of the services they will provide.
5. A testing plan which list the test required to be performed by the Contractor, the frequency of testing, sampling locations, and the location of the testing facilities.
6. Procedures for ensuring that test are taken in accordance with the testing plan, that they are documented, and that proper corrective actions are taken when necessary.
7. Procedures for ensuring that testing equipment is available, complies with specified standards and has been calibrated against certified standards.
8. Procedures for verifying that tests are taken in accordance with the appropriate ASTM standards.
9. Procedures for submittal of test results to the Engineer on a daily basis.

b. Plan Elements. The Plan shall address all elements which affect the quality of the asphalt concrete including:

1. Mix Design
2. Aggregate Grading
3. Quality of Materials
4. Stockpile Management
5. Proportioning
6. Mixing
7. Placing and Finishing

8. Joints

9. Compaction

10. Surface smoothness

c. Quality Control Organization. The Plan shall be implemented by the establishment of a separate Quality Control Organization. An organization chart shall be developed to show all quality control personnel and how these personnel integrate with other management, production, and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the quality control program, including inspection and testing functions for different items of work.

If an outside organization or independent testing laboratory is used for implementation of all or part of the Plan, the personnel assigned shall be subject to the qualification requirements of this paragraph. The organization chart shall indicate which personnel are contractor employees and which are provided by an outside organization.

The Quality Control Organization shall consist of the following minimum personnel:

1. Plan Administrator. The Plan Administrator shall be an employee of the Contractor, or a consultant engaged by the Contractor. The Plan Administrator shall have prior quality control experience on a project of comparable size and scope.

In addition, the Plan Administrator shall meet one of the following requirements:

- a. Professional Engineer with one year of airport paving experience acceptable to the Engineer.
- b. Engineer-in-Training with two years of airport paving experience acceptable to the Engineer.
- c. An individual with three years of highway and/or airport paving experience acceptable to the Engineer and with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.
- d. Construction Materials Technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).
- e. Highway Materials Technician certified at Level III by NICET.
- f. Highway Construction Technician certified at Level III by NICET.

- g. A NICET certified Engineering Technician in Civil Engineering Technology with 5 years of highway and/or airport paving experience acceptable to the Engineer.

Certification at an equivalent level, by a State or nationally recognized organization will be acceptable in lieu of NICET certification.

The Plan Administrator shall have full authority to institute any and all actions necessary for the successful operation of the Plan to ensure compliance with the specifications. The Plan Administrator shall report directly to a responsible officer in the Contractor's organization. The Administrator may supervise the Plan on more than one project provided that they can be at the job site within one hour after being notified of a problem.

2. Quality Control Technicians. The Contractor shall provide a sufficient number of Quality Control Technicians to adequately implement the Plan. These personnel shall be either engineers, engineering technicians, or experienced craftsmen with qualifications equivalent to NICET Level II or higher in their appropriate field and shall have a minimum of 2 years experience in their area of expertise.

The Quality Control Technicians shall report directly to the Plan Administrator and shall perform the following functions:

- a. Inspection of all plant equipment used in proportioning and mixing to ensure proper calibration and operating condition.
- b. Performance of quality control tests necessary to adjust and control mix proportioning in accordance with the job mix formula.
- c. Inspection of all equipment used in placing, finishing, and compacting material to ensure proper operation condition.
- d. Inspection during construction to ensure placing, joint construction, and compaction is in conformance with the specifications and will produce a finished product that meets specification requirements.
- e. Performance of all quality control testing as required by paragraph 401-6.3, including density monitoring.

The Plan shall detail the criteria to be utilized to correct unsatisfactory production processes and construction practices.

Certification at an equivalent level, by a State or nationally recognized organization will be acceptable in lieu of NICET certification.

d. Testing Laboratory. The Plan must provide for a fully equipped asphalt laboratory located at the plant or job site. It shall be available for joint use by the Contractor for quality

control testing and by the Engineer for acceptance testing and must have adequate equipment for the performance of the tests required by these specifications. The Engineer shall have priority in use of the equipment necessary for acceptance testing.

The effective working area of the laboratory shall be a minimum of 150 square feet (14 square meters) with a ceiling height of not less than 7.5 feet (2.3 meters). Lighting shall be adequate to illuminate all working areas. It shall be equipped with heating and air conditioning units to maintain a temperature of 70 degrees F + 5 degrees (21 degrees C + 2.3 degrees C).

Laboratory facilities shall be kept clean and all equipment shall be maintained in proper working condition. The Engineer shall be permitted unrestricted access to inspect the Contractor's laboratory facility and witness quality control activities. The Engineer will advise the Contractor in writing of any noted deficiencies concerning the laboratory facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

e. Sampling. The plan shall contain a statistically based procedure of random sampling which provides that all materials being produced have an equal chance of being selected for sampling and testing. The Engineer shall be provided the opportunity to witness all sampling.

f. Noncompliance. In cases where quality control activities do not comply with either the Contractor's Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, the Engineer may:

1. Order the Contractor to replace ineffective or unqualified quality control personnel.
2. Carry out the functions and operations of the Contractor's approved Quality Control Program. Cost incurred by the Owner to operate the Quality Control Program or to otherwise remedy the Contractor's non-compliance with quality related provisions of the Contract shall be deducted from the total amount due the Contractor.

401-6.3 QUALITY CONTROL TESTING. The Contractor shall perform all quality control tests necessary to control the production and construction processes applicable to these specifications and as set forth in the approved Quality Control Plan. The testing program shall include, but not necessarily limited to, tested for the control of asphalt content, aggregate gradation, temperatures, aggregate moisture, field compaction, and surface smoothness. The Contractor shall employ random sampling procedures for obtaining test samples.

a. Asphalt Content. A minimum of two extraction tests shall be performed per lot in accordance with ASTM D 2172 for determination of asphalt content. The weight of ash portion of the extraction test, as described in ASTM D 2172, shall be determined as part of the first extraction test performed at the beginning of plant production; and as part of every tenth extraction test performed thereafter, for the duration of plant production. The last weight of ash value obtained shall be used in the calculation of the asphalt content for the mixture.

The use of the nuclear method for determining asphalt content in accordance with ASTM D 4125 is permitted, provided that it is calibrated for the specific mix being used.

b. Gradation. Aggregate gradations shall be determined a minimum of twice per lot from mechanical analysis of extracted aggregate in accordance with AASHTO T 30 and ASTM C 136 (Dry Sieve). When asphalt content is determined by the nuclear method, aggregate gradation shall be determined from hot bin samples on batch plants, or from the cold feed on drum mix or continuous mix plants, and tested in accordance with ASTM C 136 (dry sieve) using actual batch weights to determine the combined aggregate gradation of the mixture.

c. Moisture Content of Aggregate. The moisture content of aggregate used for production shall be determined a minimum of once per lot in accordance with ASTM C 566.

d. Moisture Content of Mixture. The moisture content of the mixture shall be determined once per lot in accordance with ASTM D 1461.

e. Temperatures. Temperatures shall be checked, at least four times per lot, at necessary locations to determine the temperatures of the dryer, the bitumen in the storage tank, the mixture at the plant, and the mixture at the job site.

f. In-Place Density Monitoring. The Contractor shall conduct any necessary testing to ensure that the specified density is being achieved. A nuclear gauge may be used to monitor the pavement density in accordance with ASTM D 2950.

g. Additional Testing. Any additional testing that the Contractor deems necessary to control the process may be performed at the Contractor's option.

h. Monitoring. The Engineer reserves the right to monitor any or all of the above testing.

401-6.4 SAMPLING. When directed by the Engineer, the Contractor shall sample and test any material which appears inconsistent with similar material being sampled, unless such material is voluntarily removed and replaced or deficiencies corrected by the Contractor. All sampling shall be in accordance with standard procedures specified.

401-6.5 CONTROL CHARTS. The Contractor shall maintain linear control charts both for individual measurements and range (i.e., difference between highest and lowest measurements) for aggregate gradation and asphalt content.

Control charts shall be posted in a location satisfactory to the Engineer and shall be kept current. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and Suspension Limits applicable to each test parameter, and the Contractor's test results. The Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If the Contractor's projected data during production indicates a problem and the

Contractor is not taking satisfactory corrective action, the Engineer may suspend production or acceptance of the material.

a. Individual Measurements. Control charts for individual measurements shall be established to maintain process control within tolerance for aggregate gradation and asphalt content. The control charts shall use the job mix formula target values as indicators of central tendency for the following test parameters with associated Action and Suspension Limits:

CONTROL CHART LIMITS FOR INDIVIDUAL MEASUREMENTS		
Sieve	Action Limit	Suspension Limit
¾ inch (19.0 mm)	0%	0%
½ inch (12.5 mm)	+/-6%	+/-9%
⅜ inch (9.5 mm)	+/-6%	+/-9%
No. 4 (4.75 mm)	+/-6%	+/-9%
No. 16 (1.18 mm)	+/-5%	+/-7.5%
No. 50 (0.30 mm)	+/-3%	+/-4.5%
No. 200 (0.075 mm)	+/-2%	+/-3%
Asphalt Content	+/-0.45%	+/-0.70%

b. Range. Control charts for range shall be established to control process variability for the test parameters and Suspension Limits listed below. The range shall be computed for each lot as the difference between the two test results for each control parameter. The Suspension Limits specified below are based on a sample size of $n = 2$. Should the Contractor elect to perform more than two tests per lot, the Suspension Limits shall be adjusted by multiplying the Suspension Limit by 1.18 for $n = 3$ and by 1.27 for $n = 4$.

CONTROL CHART LIMITS BASED ON RANGE (Based on $n = 2$)	
Sieve	Suspension Limit
½ inch (12.5 mm)	11 percent
⅜ inch (9.5 mm)	11 percent
No. 4 (4.75 mm)	11 percent
No. 16 (1.18 mm)	9 percent
No. 50 (0.30 mm)	6 percent
No. 200 (0.075 mm)	3.5 percent
Asphalt Content	0.8 percent

c. Corrective Action. The Quality Control Plan shall indicate that appropriate action shall be taken when the process is believed to be out of control. The Plan shall contain sets of rules to gauge when a process is out of control and detail what action will be taken to bring the process into control. As a minimum, a process shall be deemed out of control and production stopped and corrective action taken, if:

(1) One point falls outside the Suspension Limit line for individual measurements or range; or

(2) Two points in a row fall outside the Action Limit line for individual measurements.

401-6.6 QUALITY CONTROL REPORTS. The Contractor shall maintain records and shall submit reports of quality control activities daily, in accordance with the Contractor Quality Control Plan.

METHOD OF MEASUREMENT

401 7.1 MEASUREMENT. Plant mix bituminous concrete pavement shall be measured by the number of tons of bituminous mixture used in the accepted work. Recorded batch weights or truck scale weights will be used to determine the basis for the tonnage.

BASIS OF PAYMENT

401-8.1 PAYMENT. Payment for an accepted lot of bituminous concrete pavement shall be made at the contract unit price per ton for bituminous mixture adjusted according to paragraph 401-8.1a, subject to the limitation that:

The price shall be compensation for furnishing all materials, for all preparation, mixing, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

a. Basis of Adjusted Payment. The pay factor for each individual lot shall be calculated in accordance with Table 6. A pay factor shall be calculated for both mat density and air voids. The lot pay factor shall be the higher of the two values when calculations for both mat density and air voids are 100 percent or higher. The lot pay factor shall be the product of the two values when only one of the calculations for either mat density or air voids is 100 percent or higher. The lot pay factor shall be the lower of the two values when calculations for both mat density and air voids are less than 100 percent.

TABLE 6. PRICE ADJUSTMENT SCHEDULE ¹

Percentage of Material Within Specification Limits (PWL)	Lot Pay Factor (Percent of Contract Unit Price)
96 – 100	106
90 – 95	PWL + 10
75 – 89	0.5 PWL + 55
55 – 74	1.4PWL – 12
Below 55	Reject ²

¹ ALTHOUGH IT IS THEORETICALLY POSSIBLE TO ACHIEVE A PAY FACTOR OF 106 PERCENT FOR EACH LOT, ACTUAL PAYMENT ABOVE 100 PERCENT SHALL BE SUBJECT TO THE TOTAL PROJECT PAYMENT LIMITATION SPECIFIED IN PARAGRAPH 401-8.1.

² The lot shall be removed and replaced. However, the Engineer may decide to allow the rejected lot to remain. In that case, if the Engineer and Contractor agree in writing that the lot shall not be removed, it shall be paid for at 50 percent of the contract unit price and the total project payment shall be reduced by the amount withheld for the rejected lot.

For each lot accepted, the adjusted contract unit price shall be the product of the lot pay factor for the lot and the contract unit price. Payment shall be subject to the total project payment limitation specified in paragraph 401-8.1. Payment in excess of 100 percent for accepted lots of bituminous concrete pavement shall be used to offset payment for accepted lots of bituminous concrete pavement that achieve a lot pay factor less than 100 percent.

TABLE 6. PRICE ADJUSTMENT SCHEDULE ¹

Percentage of Material Within Specification Limits (PWL)	Lot Pay Factor (Percent of Contract Unit Price)
93 – 100	103
90 – 93	PWL + 10
70 – 89	$0.125\text{PWL} + 88.75$
40 – 69	$0.75\text{PWL} + 45$
Below 40	Reject ²

¹ ALTHOUGH IT IS THEORETICALLY POSSIBLE TO ACHIEVE A PAY FACTOR OF 103 PERCENT FOR EACH LOT, ACTUAL PAYMENT ABOVE 100 PERCENT SHALL BE SUBJECT TO THE TOTAL PROJECT PAYMENT LIMITATION SPECIFIED IN PARAGRAPH 401-8.1.

² The lot shall be removed and replaced. However, the Engineer may decide to allow the rejected lot to remain. In that case, if the Engineer and Contractor agree in writing that the lot shall not be removed, it shall be paid for at 50 percent of the contract unit price AND THE TOTAL PROJECT PAYMENT LIMITATION SHALL BE REDUCED BY THE AMOUNT WITHHELD FOR THE REJECTED LOT.

b. Payment. Payment will be made under:

Item P-401-8.1a Bituminous Surface Course—per ton

TESTING REQUIREMENTS

ASTM C 29	Unit Weight of Aggregate
ASTM C 88	Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 117	Test Method for Materials Finer than 75 μ m (No.200) Sieve in Mineral Aggregates by Washing
ASTM C 131	Resistance to Abrasion of Small Size Coarse Aggregate by Use of the Los Angeles Machine
ASTM C 136	Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C 183	Sampling of Hydraulic Cement
ASTM C 566	Total Moisture Content of Aggregate by Drying
ASTM D 75	Sampling Aggregates
ASTM D 995	Requirements for Mixing Plants for Hot-Mixed Hot-Laid Bituminous Paving Mixtures
ASTM D 1188	Bulk Specific Gravity of Compacted Bituminous Mixtures Using Paraffin-Coated Specimens
ASTM D 1461	Moisture or Volatile Distillates in Bituminous Paving Mixtures
ASTM D 1559	Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus
ASTM D 2041	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D 2172	Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
ASTM D 2419	Sand Equivalent Value of Soils and Fine Aggregate
ASTM D 2489	Degree of Particle Coating of Bituminous-Aggregate Mixtures
ASTM D 2726	Bulk Specific Gravity of Compacted Bituminous Mixtures Using Saturated Surface-Dry Specimens
ASTM D 2950	Density of Bituminous Concrete in Place by Nuclear Methods

ASTM D 3203	Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D 3665	Random Sampling of Paving Materials
ASTM D 3666	Inspection and Testing Agencies for Bituminous Paving Materials
ASTM D 4125	Asphalt Content of Bituminous Mixtures by the Nuclear Method
ASTM D 4318	Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D 4791	Flat or Elongated Particles in Coarse Aggregate
ASTM D 4867	Effect of Moisture on Asphalt Concrete Paving Mixtures
ASTM E 178	Practice for Dealing with Outlying Observations
AASHTO T 30	Mechanical Analysis of Extracted Aggregate
The Asphalt Institute's Manual No. 2 (MS-2)	Mix Design Methods for Asphalt Concrete
The Asphalt Institute's Manual No. 2 (MS-2)	Hot-Mix Recycling

MATERIAL REQUIREMENTS

ASTM D 242	Mineral Filler for Bituminous Paving Mixtures
ASTM D 946	Asphalt Cement for Use in Pavement Construction
ASTM D 3381	Viscosity-Graded Asphalt Cement for Use in Pavement Construction
ASTM D 4552	Classifying Hot-Mix Recycling Agents

END ITEM P-401

ITEM P-403 PLANT MIX BITUMINOUS PAVEMENTS (LEVELING COURSE)

DESCRIPTION

403-1.1 This item shall consist of a leveling course composed of mineral aggregate and bituminous material mixed in a central mixing plant and placed on a prepared course in accordance with these specifications and shall conform to the lines, grades, thicknesses, and typical cross sections shown on the plans. Each course shall be constructed to the depth, typical section, and elevation required by the plans and shall be rolled, finished, and approved before the placement of the next course.

MATERIALS

403-2.1 AGGREGATE. Aggregates shall consist of crushed stone or crushed gravel with other inert finely divided mineral aggregate maximum size aggregate 5/8". The portion of combined materials retained on the No. 4 (4.75 mm) sieve is coarse aggregate. The portion of combined materials passing the No. 4 (4.75 mm) sieve and retained on the No. 200 (0.075 mm) sieve is fine aggregate, and the portion passing the No. 200 (0.075 mm) sieve is mineral filler.

a. Coarse Aggregate. Coarse aggregate shall consist of sound, tough, durable particles, free from adherent films of matter that would prevent thorough coating and bonding with the bituminous material and be free from organic matter and other deleterious substances. The percentage of wear shall not be greater than 40 percent when tested in accordance with ASTM C 131. The sodium sulfate soundness loss shall not exceed 10 percent, or the magnesium sulfate soundness loss shall not exceed 13 percent, after five cycles, when tested in accordance with ASTM C 88.

Aggregate shall contain at least 70 percent by weight of individual pieces having two or more fractured faces and 85 percent by weight having at least one fractured face. The area of each face shall be equal to at least 75 percent of the smallest midsectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces. Fractured faces shall be obtained by crushing.

The aggregate shall not contain more than a total of 8 percent, by weight, of flat particles, elongated particles, and flat and elongated particles, when tested in accordance with ASTM D 4791 with a value of 5:1.

Slag shall be air-cooled, blast furnace slag, and shall have a compacted weight of not less than 70 pounds per cubic foot (1.12 mg/cubic meter) when tested in accordance with ASTM C 29.

b. Fine Aggregate. Fine aggregate shall consist of clean, sound, durable, angular shaped particles produced by crushing stone, or gravel that meets the requirements for wear and soundness specified for coarse aggregate. The aggregate particles shall be free from coatings of clay, silt, or other objectionable matter and shall contain no clay balls. The fine aggregate, including any blended material for the fine aggregate, shall have a plasticity index of not more than 6 and a liquid limit of not more than 25 when tested in accordance with ASTM D 4318.

Natural (non-manufactured) sand may be used to obtain the gradation of the aggregate blend or to improve the workability of the mix. The amount of sand to be added will be adjusted to produce mixtures conforming to requirements of this specification. [The fine aggregate shall not contain more than 15 percent natural sand by weight of total aggregates.] If used, the natural sand shall meet the requirements of ASTM D 1073 and shall have a plasticity index of not more than 6 and a liquid limit of not more than 25 when tested in accordance with ASTM D 4318.

The aggregate shall have sand equivalent values of 45 or greater when tested in accordance with ASTM D 2419.

c. Sampling. ASTM D 75 shall be used in sampling coarse and fine aggregate, and ASTM C 183 shall be used in sampling mineral filler.

403-2.2 MINERAL FILLER. If filler, in addition to that naturally present in the aggregate, is necessary, it shall meet the requirements of ASTM D 242.

403-2.3 BITUMINOUS MATERIAL. Bituminous material shall conform to the requirements of P-401.

The Contractor shall furnish vendor's certified test reports for each lot of bituminous material shipped to the project. The vendor's certified test report for the bituminous material can be used for acceptance or tested independently by the Engineer.

403-2.4 PRELIMINARY MATERIAL ACCEPTANCE. Prior to delivery of materials to the job site, the Contractor shall submit certified test reports to the Engineer for the following materials:

a. Coarse Aggregate.

- (1) Percent of wear.
- (2) Soundness.
- (3) Unit weight of slag.
- (4) Percent fractured faces

b. Fine Aggregate.

- (1) Liquid limit.
- (2) Plasticity index.
- (3) Sand equivalent.

c. Mineral Filler.

d. Bituminous Material. Test results for bituminous material shall include temperature/viscosity charts for mixing and compaction temperatures.

The certifications shall show the appropriate ASTM tests for each material, the test results, and a statement that the material meets the specification requirement.

The Engineer may request samples for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

403-2.5 ANTI-STRIPPING AGENT. Any anti-stripping agent or additive if required shall be heat stable, shall not change the asphalt cement viscosity beyond specifications, shall contain no harmful ingredients, shall be added in recommended proportion by approved method, and shall be a material approved by the Department of Transportation of the State in which the project is located.

COMPOSITION

403-3.1 COMPOSITION OF MIXTURE. The bituminous plant mix shall be composed of a mixture of well-graded aggregate, filler and anti-strip agent if required, and bituminous material. The several aggregate fractions shall be sized, handled in separate size groups, and combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula (JMF).

403-3.2 JOB MIX FORMULA. No bituminous mixture for payment shall be produced until a job mix formula has been approved in writing by the Engineer. The bituminous mixture shall be designed using procedures contained in Chapter 5, MARSHALL METHOD OF MIX DESIGN, of the Asphalt Institute's

Manual Series No. 2 (MS-2), Mix Design Methods for Asphalt Concrete, sixth edition, and shall meet the requirements of Tables 1, 2 and 3.

Tensile Strength Ratio (TSR) of the composite mixture, as determined by ASTM D 4867, shall not be less than 75. Anti-stripping agent shall be added to the asphalt, as necessary, to produce a TSR of not less than 75. If an anti-strip agent is required, it will be provided by the Contractor at no additional cost to the Owner.

The job mix formula shall be submitted in writing by the Contractor to the Engineer at least [] days prior to the start of paving operations and shall include as a minimum:

a. Percent passing each sieve size for total combined gradation, individual gradation of all aggregate stockpiles and percent by weight of each stockpile used in the job mix formula.

b. Percent of asphalt cement.

c. Asphalt performance, viscosity or penetration grade, and type of modifier if used.

d. Number of blows of hammer compaction per side of molded specimen.

e. Mixing temperature.

f. Compaction temperature.

g. Temperature of mix when discharged from the mixer.

h. Temperature-viscosity relationship of the asphalt cement.

i. Plot of the combined gradation on the Federal Highway Administration (FHWA) 45 power gradation curve.

j. Graphical plots of stability, flow, air voids, voids in the mineral aggregate, and unit weight versus asphalt content.

k. Percent natural sand.

l. Percent fractured faces.

m. Percent by weight of flat particles, elongated particles, and flat and elongated particles (and criteria).

n. Tensile Strength Ratio (TSR).

o. Anti-strip agent (if required).

The Contractor shall submit to the Engineer the results of verification testing of three (3) asphalt samples prepared at the optimum asphalt content. The average of the results of this testing shall indicate conformance with the job mix formula requirements specified in Tables 1, 2 and 3.

When the project requires asphalt mixtures of differing aggregate gradations, a separate job mix formula and the results of job mix formula verification testing must be submitted for each mix.

Table 1. Marshall Design Criteria

Test Property	-
Number of blows	75
Stability, pounds minimum	1800
Flow, 0.01 in.	8-16
Air voids (percent)	2-5
Percent voids in mineral aggregate, minimum	See Table 2.

Table 2. Minimum Percent Voids In Mineral Aggregate

Maximum Particle Size		Minimum Voids in Mineral Aggregate, percent
in	mm	Percent
½	12.5	16

The mineral aggregate shall be of such size that the percentage composition by weight, as determined by laboratory sieves, will conform to the gradation or gradations specified in Table 3 when tested in accordance with ASTM C 136 and C 117.

The gradations in Table 3 represent the limits that shall determine the suitability of aggregate for use from the sources of supply. The aggregate, as selected (and used in the JMF), shall have a gradation within the limits designated in Table 3 and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve, or vice versa, but shall be well graded from coarse to fine.

Deviations from the final approved mix design for bitumen content and gradation of aggregates shall be within the action limits for individual measurements as specified in paragraph 403-6.5a. The limits still will apply if they fall outside the master grading band in Table 3.

The maximum size aggregate used shall not be more than one-half of the thickness of the course being constructed except where otherwise shown on the plans or ordered by the Engineer.

Table 3. Aggregate - Bituminous Pavements	Sieve Size	Percentage by Weight Passing Sieve
1 ½ in. (37.50 mm)		--
1 in. (25.0 mm)		--
¾ in. (19.0 mm)		100
½ in. (12.5 mm)		79-99
⅜ in. (9.5 mm)		68-88
No. 4 (4.75 mm)		48-68
No. 8 (2.36 mm)		33-53
No. 16 (1.18 mm)		20-40
No. 30 (0.60 mm)		14-30
No. 50 (0.30 mm)		9-21
No. 100 (0.15 mm)		6-16
No. 200 (0.075 mm)		3-6
Asphalt Percent:		
Stone or gravel		5.0-7.5

The aggregate gradations shown are based on aggregates of uniform specific gravity. The percentages passing the various sieves shall be corrected when aggregates of varying specific gravities are used, as indicated in the Asphalt Institute Manual Series No. 2 (MS-2), Chapter 3.

403-3.3 RECYCLED ASPHALT CONCRETE.

NOT USED

403-3.4 TEST SECTION. Prior to full production, the Contractor shall prepare and place a quantity of bituminous mixture according to the job mix formula. The amount of mixture shall be sufficient to construct a test section 200' ft. long and 15' ft. wide, placed in two lanes, with a longitudinal cold joint, and shall be of the same depth specified for the construction of the course which it represents. A cold joint is an exposed construction joint at least 4 hours old or whose mat has cooled to less than 160 °F. The underlying grade or pavement structure upon which the test section is to be constructed shall be the same as the remainder of the course represented by the test section. The equipment used in construction of the test section shall be the same type and weight to be used on the remainder of the course represented by the test section.

The test section shall be evaluated for acceptance as a single lot in accordance with the acceptance criteria in paragraph 403-5.1 and 403-6.3. The test section shall be divided into equal sublots. As a minimum the test section shall consist of 3 sublots.

The test section shall be considered acceptable if the average mat density of the test section cores is greater than or equal to 98 percent and the average joint density of the test section cores is greater than or equal to 95 percent. If the initial test section should prove to be unacceptable, the necessary adjustments to the job mix formula, plant operation, placing procedures, and/or rolling procedures shall be made. A second test section shall then be placed. If the second test section also does not meet specification requirements, both sections shall be removed at the Contractor's expense. Additional test sections, as required, shall be constructed and evaluated for conformance to the specifications. Any additional sections that are not acceptable shall be removed at the Contractor's expense. Full production shall not begin until an acceptable section has been constructed and accepted in writing by the Engineer. Once an acceptable test section has been placed, payment for the initial test section and the section that meets specification requirements shall be made in accordance with paragraph 403-8.1.

Job mix control testing shall be performed by the Contractor at the start of plant production and in conjunction with the calibration of the plant for the job mix formula. If the aggregates produced by the plant do not satisfy the gradation requirements or produce a mix that meets the JMF, it will be necessary to reevaluate and redesign the mix using plant-produced aggregates. Specimens shall be prepared and the optimum bitumen content determined in the same manner as for the original design tests.

403-3.5 JOB MIX (JMF) FORMULA LABORATORY. The Contractor's laboratory used to develop the job mix formula (JMF) shall meet the requirements of ASTM D 3666. The laboratory accreditation must be current and listed on the accrediting authority's website. All test methods required for developing the JMF must be listed on the lab accreditation. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the Engineer prior to start of construction.

CONSTRUCTION METHODS

403-4.1 WEATHER LIMITATIONS. The bituminous mixture shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in Table 4. The temperature requirements may be waived by the Engineer, if requested; however, all other requirements including compaction shall be met.

Table 4. Base Temperature Limitations

Mat Thickness	Base Temperature (Minimum)	
	Deg. F	Deg. C
3 in. (7.5 cm) or greater	40	4
Greater than 1 in. (2.5 cm) but less than 3 in. (7.5 cm)	45	7
1 in. (2.5 cm) or less	50	10

403-4.2 BITUMINOUS MIXING PLANT. Plants used for the preparation of bituminous mixtures shall conform to the requirements of ASTM D 995 with the following changes:

a. Requirements for all plants include:

(1) Truck Scales. The bituminous mixture shall be weighed on approved scales furnished by the Contractor, or on certified public scales at the Contractor's expense. Scales shall be inspected and sealed as often as the Engineer deems necessary to assure their accuracy. Scales shall conform to the requirements of the General Provisions, Section 90-01.

In lieu of scales, and as approved by the Engineer, asphalt mixture weights may be determined by the use of an electronic weighing system equipped with an automatic printer that weighs the total paving mixture. Contractor must furnish calibration certification of the weighing system prior to mix production and as often thereafter as requested by the Engineer.

(2) Testing Facilities. The Contractor shall provide laboratory facilities at the plant for the use of the Engineer's acceptance testing and the Contractor's quality control testing. The Engineer will always have priority in the use of the laboratory. The lab shall have sufficient space and equipment so that both testing representatives (Engineer's and Contractor's) can operate efficiently. The lab shall also meet the requirements of ASTM D 3666. The plant testing laboratory shall have a floor space area of not less than 150 sq ft, with a ceiling height of not less than 7-½ feet. The laboratory shall be weather tight, sufficiently heated in cold weather, air-conditioned in hot weather to maintain temperatures for testing purposes of 70 °F +/- 5 °F. The plant testing laboratory shall be located on the plant site to provide an unobstructed view, from one of its windows, of the trucks being loaded with the plant mix materials.

Laboratory facilities shall be kept clean, and all equipment shall be maintained in proper working condition. The Engineer shall be permitted unrestricted access to inspect the Contractor's laboratory facility and witness quality control activities. The Engineer will advise the Contractor in writing of any noted deficiencies concerning the laboratory facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting the test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

As a minimum, the plant testing laboratory shall have:

- a. Adequate artificial lighting
- b. Electrical outlets sufficient in number and capacity for operating the required testing equipment and drying samples
- c. Fire extinguishers (2), Underwriter's Laboratories approved
- d. Work benches for testing, minimum 2-½ feet by 10 feet
- e. Desk with 2 chairs
- f. Sanitary facilities convenient to testing laboratory
- g. Exhaust fan to outside air, minimum 12 in blade diameter
- h. A direct telephone line and telephone including a FAX machine operating 24 hours per day, seven days per week
- i. File cabinet with lock for Engineer
- j. Sink with running water, attached drain board and drain capable of handling separate material
- k. Metal stand for holding washing sieves
- l. Two element hot plate or other comparable heating device, with dial type thermostatic controls for drying aggregates
- m. Mechanical shaker and appropriate sieves (listed in JMF, Table 3) meeting the requirements of ASTM E-11 for determining the gradation of coarse and fine aggregates in accordance with ASTM C 136
- n. Marshall testing equipment meeting ASTM D 6926, ASTM D 6927, or ASTM D 5581 as necessary, automatic compaction equipment capable of compacting three specimens at once and other apparatus as specified in ASTM C 127, D 2172, D 2726, and D 2041
- o. Oven, thermostatically controlled, inside minimum 1 cubic foot
- p. Two volumetric specific gravity flasks, 500 CC
- q. Other necessary hand tools required for sampling and testing
- r. Library containing contract specifications, latest ASTM volumes 4.01, 4.02, 4.03 and 4.09, AASHTO standard specification parts I and II, and Asphalt Institute Publication MS-2
- s. Equipment for Theoretical Specific Gravity testing including a 4,000 cc pycnometer, vacuum pump capable of maintaining 30 ml mercury pressure and a balance, 16-20 gm with accuracy of 0.5 grams

- t. Extraction equipment, centrifuge and reflux types and Rotoflex equipment
- u. A masonry saw with diamond blade for trimming pavement cores and samples
- v. Telephone

Approval of the plant and testing laboratory by the Engineer requires all facilities and equipment to be in good working order during production, sampling and testing. Failure to provide the specified facilities shall be sufficient cause for disapproving bituminous plant operations.

The Owner shall have access to the lab and at the plant whenever Contractor is producing asphalt for the project.

(3) Inspection of Plant. The Engineer, or Engineer's authorized representative, shall have access, at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant; verifying weights, proportions, and material properties; and checking the temperatures maintained in the preparation of the mixtures.

(4) Storage Bins and Surge Bins. Use of surge bins or storage bins for temporary storage of hot bituminous mixtures will be permitted as follows:

- a. The bituminous mixture may be stored in surge bins for a period of time not to exceed 3 hours.
- b. The bituminous mixture may be stored in insulated storage bins for a period of time not to exceed 24 hours.

The bins shall be such that mix drawn from them meets the same requirements as mix loaded directly into trucks.

If the Engineer determines that there is an excessive amount of heat loss, segregation or oxidation of the mixture due to temporary storage, no temporary storage will be allowed.

403-4.3 HAULING EQUIPMENT. Trucks used for hauling bituminous mixtures shall have tight, clean, and smooth metal beds. To prevent the mixture from adhering to them, the truck beds shall be lightly coated with a minimum amount of an approved asphalt release agent. Petroleum products shall not be used for coating truck beds. Each truck shall have a suitable cover to protect the mixture from adverse weather. When necessary, to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated and covers shall be securely fastened.

403-4.4 BITUMINOUS PAVERS. Bituminous pavers shall be self-propelled with an activated heated screed, capable of spreading and finishing courses of bituminous plant mix material that will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface.

The paver shall have a receiving hopper of sufficient capacity to permit a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed without segregation. The screed shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture.

The paver shall be equipped with a control system capable of automatically maintaining the specified screed elevation. The control system shall be automatically actuated from either a reference line and/or through a system of mechanical sensors or sensor-directed mechanisms or devices that will maintain the paver screed at a predetermined transverse slope and at the proper elevation to obtain the required surface. The transverse slope controller shall be capable of maintaining the screed at the desired slope within plus or minus 0.1 percent.

The controls shall be capable of working in conjunction with any of the following attachments:

- a. Ski-type device of not less than 30 feet (9.14 m) in length

- b. Taut stringline (wire) set to grade
- c. Short ski or shoe
- d. Laser control

If, during construction, it is found that the spreading and finishing equipment in use leaves tracks or indented areas, or produces other blemishes in the pavement and/or base course that are not satisfactorily corrected by the scheduled operations, the use of such equipment shall be discontinued and satisfactory equipment shall be provided by the Contractor.

403-4.5 ROLLERS. Rollers of the vibratory, steel wheel, and pneumatic-tired type shall be used. They shall be in good condition, capable of operating at slow speeds to avoid displacement of the bituminous mixture. The number, type, and weight of rollers shall be sufficient to compact the mixture to the required density while it is still in a workable condition.

All rollers shall be specifically designed and suitable for compacting hot mix bituminous concrete and shall be properly used. Rollers that impair the stability of any layer of a pavement structure or underlying soils shall not be used. Depressions in pavement surfaces caused by rollers shall be repaired by the Contractor at its own expense.

The use of equipment that causes crushing of the aggregate will not be permitted.

a. Nuclear Densometer. The Contractor shall have on site a nuclear densometer during all paving operations in order to assist in the determination of the optimum rolling pattern, type of roller and frequencies, as well as to monitor the effect of the rolling operations during production paving. The Contractor shall also supply a qualified technician during all paving operations to calibrate the nuclear densometer and obtain accurate density readings for all new bituminous concrete. These densities shall be supplied to the Engineer upon request at any time during construction. No separate payment will be made for supplying the density gauge and technician.

403-4.6 PREPARATION OF BITUMINOUS MATERIAL. The bituminous material shall be heated in a manner that will avoid local overheating and provide a continuous supply of the bituminous material to the mixer at a uniform temperature. The temperature of the bituminous material delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles, but shall not exceed 325 °F (160 °C), unless otherwise required by the manufacturer.

403-4.7 PREPARATION OF MINERAL AGGREGATE. The aggregate for the mixture shall be heated and dried prior to introduction into the mixer. The maximum temperature and rate of heating shall be such that no damage occurs to the aggregates. The temperature of the aggregate and mineral filler shall not exceed 350 °F (175 °C) when the asphalt is added. Particular care shall be taken that aggregates high in calcium or magnesium content are not damaged by overheating. The temperature shall not be lower than is required to obtain complete coating and uniform distribution on the aggregate particles and to provide a mixture of satisfactory workability.

403-4.8 PREPARATION OF BITUMINOUS MIXTURE. The aggregates and the bituminous material shall be weighed or metered and introduced into the mixer in the amount specified by the job mix formula.

The combined materials shall be mixed until the aggregate obtains a uniform coating of bitumen and is thoroughly distributed throughout the mixture. Wet mixing time shall be the shortest time that will produce a satisfactory mixture, but not less than 25 seconds for batch plants. The wet mixing time for all plants shall be established by the Contractor, based on the procedure for determining the percentage of coated particles described in ASTM D 2489, for each individual plant and for each type of aggregate used. The wet mixing time will be set to achieve 95 percent of coated particles. For continuous mix plants, the minimum mixing time shall be determined by dividing the weight of its contents at operating level by the weight of the mixture delivered per second by the mixer. The moisture content of all bituminous mixtures upon discharge shall not exceed 0.5 percent.

403-4.9 PREPARATION OF THE UNDERLYING SURFACE. Immediately before placing the bituminous mixture, the underlying course shall be cleaned of all dust and debris. A prime coat or tack coat shall be applied in accordance with Item P-602 or P-603, if shown on the plans.

403-4.10 LAYDOWN PLAN, TRANSPORTING, PLACING, AND FINISHING. Prior to the placement of the bituminous mixture, the Contractor shall prepare a laydown plan for approval by the Engineer. This is to minimize the number of cold joints in the pavement. The laydown plan shall include the sequence of paving laydown by stations, width of lanes, temporary ramp locations, and laydown temperature. The laydown plan shall also include estimated time of completion for each portion of the work (that is, milling, paving, rolling, cooling, etc.). Modifications to the laydown plan shall be approved by the Engineer.

The bituminous mixture shall be transported from the mixing plant to the site in vehicles conforming to the requirements of paragraph 403-4.3. Deliveries shall be scheduled so that placing and compacting of mixture is uniform with minimum stopping and starting of the paver. Hauling over freshly placed material shall not be permitted until the material has been compacted, as specified, and allowed to cool to atmospheric temperature.

Paving during nighttime construction shall require the following:

a. All paving machines, rollers, distribution trucks and other vehicles required by the Contractor for his operations shall be equipped with artificial illumination sufficient to safely complete the work.

b. Minimum illumination level shall be twenty (20) horizontal foot candles and maintained in the following areas:

(1) An area of 30 feet wide by 30 feet long immediately behind the paving machines during the operations of the machines.

(2) An area 15 feet wide by 30 feet long immediately in front and back of all rolling equipment, during operation of the equipment.

(3) An area 15 feet wide by 15 feet long at any point where an area is being tack coated prior to the placement of pavement.

c. As partial fulfillment of the above requirements, the Contractor shall furnish and use, complete artificial lighting units with a minimum capacity of 3,000 watt electric beam lights, affixed to all equipment in such a way to direct illumination on the area under construction.

d. In addition, the Contractor shall furnish portable floodlights.

The initial placement and compaction of the mixture shall occur at a temperature suitable for obtaining density, surface smoothness, and other specified requirements but not less than 250 °F (121 °C).

Edges of existing bituminous pavement abutting the new work shall be saw cut and carefully removed as shown on the drawings and painted with bituminous tack coat before new material is placed against it.

Upon arrival, the mixture shall be placed to the full width by a bituminous paver. It shall be struck off in a uniform layer of such depth that, when the work is completed, it shall have the required thickness and

conform to the grade and contour indicated. The speed of the paver shall be regulated to eliminate pulling and tearing of the bituminous mat. Unless otherwise permitted, placement of the mixture shall begin along the centerline of a crowned section or on the high side of areas with a one-way slope. The mixture shall be placed in consecutive adjacent strips having a minimum width of fifteen (15) ft. except where edge lanes require less width to complete the area. Additional screed sections shall not be attached to widen paver to meet the minimum lane width requirements specified above unless additional auger sections are added to match. The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least 1 ft (30 cm); however, the joint in the surface top course shall be at the centerline of crowned pavements. Transverse joints in one course shall be offset by at least 10 feet (3 m) from transverse joints in the previous course.

Transverse joints in adjacent lanes shall be offset a minimum of 10 feet (3 m).

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the mixture may be spread and luted by hand tools. Areas of segregation in the course, as determined by the Engineer, shall be removed and replaced at the Contractor's expense. The area shall be removed by saw cutting and milling a minimum of 2 in deep. The area to be removed and replaced shall be a minimum width of the paver and a minimum of 10 feet long.

403-4.11 COMPACTION OF MIXTURE. After placing, the mixture shall be thoroughly and uniformly compacted by power rollers. The surface shall be compacted as soon as possible when the mixture has attained sufficient stability so that the rolling does not cause undue displacement, cracking or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of the Contractor. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any displacement occurring as a result of reversing the direction of the roller, or from any other cause, shall be corrected at once.

Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross section, and the required field density is obtained.

To prevent adhesion of the mixture to the roller, the wheels shall be equipped with a scraper and kept properly moistened using a water soluble asphalt release agent approved by the engineer.

In areas not accessible to the roller, the mixture shall be thoroughly compacted with approved power driven tampers. Tampers shall weigh not less than 275 pounds, have a tamping plate width not less than 15 in, be rated at not less than 4,200 vibrations per minute, and be suitably equipped with a standard tamping plate wetting device.

Any mixture that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's expense. Skin patching shall not be allowed.

403-4.12 JOINTS. The formation of all joints shall be made in such a manner as to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade.

The roller shall not pass over the unprotected end of the freshly laid mixture except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent lane. In both methods, all contact surfaces shall be given a tack coat of bituminous material before placing any fresh mixture against the joint.

Longitudinal joints which are irregular, damaged, uncompacted, or otherwise defective [or which have been left exposed for more than 4 hours, or whose surface temperature has cooled to less than 160° F]

shall be cut back [specify cutback] to expose a clean, sound surface for the full depth of the course. All contact surfaces shall be cleaned and dry and given a tack coat of bituminous material prior to placing any fresh mixture against the joint. The cost of this work and tack coat shall be considered incidental to the cost of the bituminous course.

MATERIAL ACCEPTANCE

403-5.1 ACCEPTANCE SAMPLING AND TESTING. Unless otherwise specified, all acceptance sampling and testing necessary to determine conformance with the requirements specified in this section will be performed by the Engineer at no cost to the Contractor. Testing organizations performing these tests shall meet the requirements of ASTM D 3666. The laboratory accreditation must be current and listed on the accrediting authority's website. All test methods required for acceptance sampling and testing must be listed on the lab accreditation. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the Engineer prior to start of construction. All equipment in Contractor furnished laboratories shall be calibrated by an independent testing organization prior to the start of operations.

a. Field Placed Material. Material placed in the field shall be tested for mat and joint density on a lot basis. A lot will consist of:

- One day or shift's production not to exceed 2,000 tons (1,814 t), or
- A half day or shift's production where a day's production is expected to consist of between 2,000 and 4,000 tons (1,814 and 3,628 t), or similar subdivisions for tonnages over 4,000 tons (3,628 t).

Where more than one plant is simultaneously producing material for the job, the lot sizes shall apply separately for each plant.

(1) Mat Density. The lot shall be divided into four equal sublots. One core of finished, compacted materials shall be taken by the Contractor from each subplot. Core locations will be determined by the Engineer on a random basis in accordance with procedures contained in ASTM D 3665. Cores shall not be taken closer than 1 ft from a transverse or longitudinal joint.

(2) Joint Density. The lot shall be divided into four equal sublots. One core of finished, compacted materials shall be taken by the Contractor from each subplot. Core locations will be determined by the Engineer on a random basis in accordance with procedures contained in ASTM D 3665. Edge of cores will be taken within 6 in of the joint of the same lot material but not directly on the joint.

(3) Sampling. Samples shall be neatly cut with a core drill. The cutting edge of the core drill bit shall be of hardened steel or other suitable material with diamond chips embedded in the metal cutting edge. The minimum diameter of the sample shall be 5 in. Samples that are clearly defective, as a result of sampling, shall be discarded and another sample taken. The Contractor shall furnish all tools, labor, and materials for cutting samples, cleaning, and filling the cored pavement. Cored pavement shall be cleaned and core holes shall be filled in a manner acceptable to the Engineer and within one day after sampling.

(4) Testing. The bulk specific gravity of each cored sample will be measured by the Engineer in accordance with ASTM D 2726 or ASTM D 1188, whichever is applicable. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each subplot sample by the average bulk specific gravity of all laboratory prepared specimens for the lot, as determined as follows:

(a) Sufficient material for preparation of test specimens for all testing will be sampled by the Engineer on a random basis, in accordance with the procedures contained in ASTM D 3665. One set of

laboratory compacted specimens will be prepared for each subplot in accordance with ASTM D 6926, at the number of blows required by paragraph 403-3.2, Table 1. Each set of laboratory compacted specimens will consist of three test portions prepared from the same sample increment. The sample of bituminous mixture may be put in a covered metal tin and placed in an oven for not less than 30 minutes or more than 60 minutes to stabilize to compaction temperature. The compaction temperature of the specimens shall be as specified in the job mix formula.

(b) The bulk specific gravity of each test specimen shall be measured by the Engineer in accordance with ASTM D 2726 using the procedure for laboratory-prepared thoroughly dry specimens, or ASTM D 1188, whichever is applicable, for use in computing pavement density.

(c) The bulk specific gravity used to determine the joint density at joints formed between different lots shall be the lowest of the bulk specific gravity values from the two different lots.

(5) **Acceptance.** Acceptance of field placed material for mat and joint density will be determined by the Engineer in accordance with the requirements of paragraph 403-5.2b.

d. Partial Lots - Field Placed Material. When operational conditions cause a lot to be terminated before the specified number of tests have been made for the lot, or when the Contractor and Engineer agree in writing to allow overages or other minor tonnage placements to be considered as partial lots, the following procedure will be used to adjust the lot size and the number of tests for the lot.

The last batch produced where production is halted will be sampled, and its properties shall be considered as representative of the particular subplot from which it was taken. In addition, an agreed to minor placement will be sampled, and its properties shall be considered as representative of the particular subplot from which it was taken. Where three sublots are produced, they shall constitute a lot. Where one or two sublots are produced, they shall be incorporated into the next lot, and the total number of sublots shall be used in the acceptance plan calculation, that is, $n = 5$ or $n = 6$, for example. Partial lots at the end of asphalt production on the project shall be included with the previous lot.

403-5.2 ACCEPTANCE CRITERIA.

a. General. Acceptance will be based on the following characteristics of the bituminous mixture and completed pavement and test results:

- (1) Mat density
- (2) Joint density
- (3) Thickness
- (4) Smoothness
- (5) Grade

Mat density will be evaluated for acceptance in accordance with paragraph 403-5.2b(1). Joint density will be evaluated for acceptance in accordance with paragraph 403-5.2b(2).

Thickness will be evaluated by the Engineer for compliance in accordance with paragraph 403-5.2b(3). Acceptance for smoothness will be based on the criteria contained in paragraph 403-5.2b(4). Acceptance for grade will be based on the criteria contained in paragraph 403-5.2b(5).

The Engineer may at any time, notwithstanding previous plant acceptance, reject and require the Contractor to dispose of any batch of bituminous mixture which is rendered unfit for use due to contamination, segregation, incomplete coating of aggregate, or improper mix temperature. Such rejection may be based on only visual inspection or temperature measurements. In the event of such rejection, the Contractor may take a representative sample of the rejected material in the presence of the Engineer, and if it can be demonstrated in the laboratory, in the presence of the Engineer, that such material was erroneously rejected, payment will be made for the material at the contract unit price.

b. Acceptance Criteria.

(1) Mat Density. Acceptance of each lot of plant produced material for mat density shall be based on the average of all of the densities taken from the sublots. If the average mat density of the lot so established equals or exceeds 96 percent, the lot shall be acceptable. If the average mat density of the lot is below 96 percent, the lot shall be removed and replaced at the Contractor's expense.

(2) Joint Density. Acceptance of each lot of plant produced material for joint density shall be based on the average of all of the joint densities taken from the sublots. If the average joint density of the lot so established equals or exceeds 94 percent, the lot shall be acceptable. If the average joint density of the lot is less than 94 percent, the Contractor shall stop production and evaluate the method of compacting joints. Production may resume once the reason for poor compaction has been determined and appropriate measures have been taken to ensure proper compaction.

(3) Thickness. Thickness of each course shall be evaluated by the Engineer for compliance to the requirements shown on the plans. Measurements of thickness shall be made by the Engineer using the cores extracted for each sublot for density measurement. The maximum allowable deficiency at any point shall not be more than $\frac{1}{4}$ in less than the thickness indicated for the lift. Average thickness of lift, or combined lifts, shall not be less than the indicated thickness. Where thickness deficiency exceeds the specified tolerances, the lot or sublot shall be corrected by the Contractor at his expense by removing the deficient area and replacing with new pavement. The Contractor, at his expense, may take additional cores as approved by the Engineer to circumscribe the deficient area.

(4) Smoothness. The final surface shall be free from roller marks. The finished surfaces of each course of the pavement, except the finished surface of the final surface course, shall not vary more than $\frac{3}{8}$ in when evaluated with a 16 ft straightedge. The finished surface of the final surface course shall not vary more than $\frac{1}{4}$ in when evaluated with a 16 ft straightedge. The lot size shall be [] square yards (sq m). Smoothness measurements shall be made at 50 ft intervals and as determined by the Engineer. In the longitudinal direction, a smoothness reading shall be made at the center of each paving lane. In the transverse direction, smoothness readings shall be made continuously across the full width of the pavement. However, transverse smoothness readings shall not be made across designed grade changes. At warped transition areas, straightedge position shall be adjusted to measure surface smoothness and not design grade transitions. When more than 15 percent of all measurements within a lot exceed the specified tolerance, the Contractor shall remove the deficient area to the depth of the course of pavement and replace with new material. Skin patching shall not be permitted. Isolated high points may be ground off providing the course thickness complies with the thickness specified on the plans. High point grinding will be limited to 15 sq yd. Areas in excess of 15 sq yd will require removal and replacement of the course in accordance with the limitations noted above.

(5) Grade. The finished surface of the pavement shall not vary from the gradeline elevations and cross sections shown on the plans by more than $\frac{1}{2}$ in (12.70 mm). The finished grade of each lot will be determined by running levels at intervals of 50 feet (15.2 m) or less longitudinally and all breaks in grade transversely (not to exceed 50 feet) to determine the elevation of the completed pavement. The Contractor shall pay the cost of surveying of the level runs that shall be performed by a licensed surveyor. The documentation, stamped and signed by a licensed surveyor, shall be provided by the Contractor to the Engineer. The lot size shall be [] square yards (square meters). When more than 15 percent of all the measurements within a lot are outside the specified tolerance, or if any one shot within the lot deviates $\frac{3}{4}$ in or more from planned grade, the Contractor shall remove the deficient area to the depth of the final course of pavement and replace with new material. Skin patching shall not be permitted. Isolated high points may be ground off providing the course thickness complies with the thickness specified on the plans. High point grinding will be limited to 15 sq yd. The surface of the ground pavement shall have a texture consisting of grooves between 0.090 and 0.130 in wide. The peaks and ridges shall be approximately $\frac{1}{32}$ in higher than the bottom of the grooves. The pavement shall be left in a clean

condition. The removal of all of the slurry resulting from the grinding operation shall be continuous. The grinding operation should be controlled so the residue from the operation does not flow across other lanes of pavement. Areas in excess of 15 sq yd will require removal and replacement of the pavement in accordance with the limitations noted above.

c. Density Outliers. If the tests within a lot include a very large or a very small value that appears to be outside the normal limits of variation, check for an outlier in accordance with ASTM E 178, at a significance level of 5 percent, to determine if this value should be discarded.

403-5.3 RESAMPLING PAVEMENT FOR MAT DENSITY.

a. General. Resampling of a lot of pavement will only be allowed for mat density and then, only if the Contractor requests same in writing, within 48 hours after receiving the written test results from the Engineer. A retest will consist of all the sampling and testing procedures contained in paragraphs 403-5.1b(1). Only one resampling per lot will be permitted.

(1) A redefined mat density shall be calculated for the resampled lot. The number of tests used to calculate the redefined mat density shall include the initial tests made for that lot plus the retests.

(2) The cost for resampling and retesting shall be borne by the Contractor.

b. Payment for Resampled Lots. The redefined mat density for a resampled lot shall be used to evaluate the acceptance of that lot in accordance with Paragraph 403-5.2.

403-5.4 LEVELING COURSE. Any course used for truing and leveling shall meet the requirements of paragraph 403-3.2, but shall not be subject to the density requirements of paragraph 403-5.1. The leveling course shall be compacted with the same effort used to achieve density of the test section. The truing and leveling course shall not exceed a nominal thickness of 1-½ in (37.5 mm). The leveling course is the first variable thickness lift of an overlay placed prior to subsequent courses.]

CONTRACTOR QUALITY CONTROL

403-6.1 GENERAL. The Contractor shall perform quality control sampling, testing, and inspection during all phases of the work and shall perform them at a rate sufficient to ensure that the work conforms to the contract requirements, and at minimum test frequencies required by paragraph 403-6.3, including but not limited to:

- a.** Mix Design
- b.** Aggregate Grading
- c.** Quality of Materials
- d.** Stockpile Management
- e.** Proportioning
- f.** Mixing and Transportation
- g.** Placing and Finishing
- h.** Joints
- i.** Compaction
- j.** Surface smoothness

403-6.2 TESTING LABORATORY. The Contractor shall provide a fully equipped asphalt laboratory meeting the requirements of paragraph 403-3.5 and 403-4.2a(2) located at the plant or job site. The

Contractor shall provide the Engineer with certification stating that all of the testing equipment to be used is properly calibrated and will meet the specifications applicable for the specified test procedures.

403-6.3 QUALITY CONTROL TESTING. The Contractor shall perform all quality control tests necessary to control the production and construction processes applicable to these specifications and as set forth in the approved Quality Control Program. The testing program shall include, but not necessarily be limited to, tests for the control of asphalt content, aggregate gradation, temperatures, aggregate moisture, field compaction, and surface smoothness.

a. Asphalt Content. A minimum of two tests shall be performed per lot in accordance with ASTM D 2172 for determination of asphalt content. The weight of ash portion of the test, as described in ASTM D 2172, shall be determined as part of the first test performed at the beginning of plant production; and as part of every tenth test performed thereafter, for the duration of plant production. The last weight of ash value obtained shall be used in the calculation of the asphalt content for the mixture. The asphalt content for the lot will be determined by averaging the test results.

The use of the nuclear method for determining asphalt content in accordance with ASTM D 4125 is permitted, provided that it is calibrated for the specific mix being used.

b. Gradation. Aggregate gradations shall be determined a minimum of twice per lot from mechanical analysis of extracted aggregate in accordance with ASTM D 5444 and ASTM C 136 (dry sieve). When asphalt content is determined by the nuclear method, aggregate gradation shall be determined from hot bin samples on batch plants, or from the cold feed on drum mix or continuous mix plants, and tested in accordance with ASTM C 136 (dry sieve) using actual batch weights to determine the combined aggregate gradation of the mixture.

c. Moisture Content of Aggregate. The moisture content of aggregate used for production shall be determined a minimum of once per lot in accordance with ASTM C 566.

d. Moisture Content of Mixture. The moisture content of the mixture shall be determined once per lot in accordance with ASTM D 1461 [or AASHTO T 110].

e. Temperatures. Temperatures shall be checked, at least four times per lot, at necessary locations to determine the temperatures of the dryer, the bitumen in the storage tank, the mixture at the plant, and the mixture at the job site.

f. In-Place Density Monitoring. The Contractor shall conduct any necessary testing to ensure that the specified density is being achieved. A nuclear gauge may be used to monitor the pavement density in accordance with ASTM D 2950.

g. Additional Testing. Any additional testing that the Contractor deems necessary to control the process may be performed at the Contractor's option.

h. Monitoring. The Engineer reserves the right to monitor any or all of the above testing.

403-6.4 SAMPLING. When directed by the Engineer, the Contractor shall sample and test any material that appears inconsistent with similar material being sampled, unless such material is voluntarily removed and replaced or deficiencies corrected by the Contractor. All sampling shall be in accordance with standard procedures specified.

403-6.5 CONTROL CHARTS. The Contractor shall maintain linear control charts both for individual measurements and range (that is, difference between highest and lowest measurements) for aggregate gradation and asphalt content.

Control charts shall be posted in a location satisfactory to the Engineer and shall be kept current. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and Suspension Limits applicable to each test parameter, and the Contractor's test results. The Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If the Contractor's projected data during production indicates a problem and the Contractor is not taking satisfactory corrective action, the Engineer may suspend production or acceptance of the material.

a. Individual Measurements. Control charts for individual measurements shall be established to maintain process control within tolerance for aggregate gradation and asphalt content. The control charts shall use the job mix formula target values as indicators of central tendency for the following test parameters with associated Action and Suspension Limits:

Control Chart Limits For Individual Measurements		
Sieve	Action Limit	Suspension Limit
¾ in (19.0 mm)	0%	0%
½ in (12.5 mm)	+/-6%	+/-9%
¾ in (9.5 mm)	+/-6%	+/-9%
No. 4 (4.75 mm)	+/-6%	+/-9%
No. 16 (1.18 mm)	+/-5%	+/-7.5%
No. 50 (0.30 mm)	+/-3%	+/-4.5%
No. 200 (0.075 mm)	+/-2%	+/-3%
Asphalt Content	+/-0.45%	+/-0.70%

b. Range. Control charts for range shall be established to control process variability for the test parameters and Suspension Limits listed below. The range shall be computed for each lot as the difference between the two test results for each control parameter. The Suspension Limits specified below are based on a sample size of $n = 2$. Should the Contractor elect to perform more than two tests per lot, the Suspension Limits shall be adjusted by multiplying the Suspension Limit by 1.18 for $n = 3$ and by 1.27 for $n = 4$.

Control Chart Limits Based On Range (Based On $n = 2$)	
Sieve	Suspension Limit
½ in (12.5 mm)	11 percent
¾ in (9.5 mm)	11 percent
No. 4 (4.75 mm)	11 percent
No. 16 (1.18 mm)	9 percent
No. 50 (0.30 mm)	6 percent
No. 200 (0.075 mm)	3.5 percent
Asphalt Content	0.8 percent

c. Corrective Action. The Contractor Quality Control Program shall indicate that appropriate action shall be taken when the process is believed to be out of tolerance. The Plan shall contain sets of rules to gauge when a process is out of control and detail what action will be taken to bring the process into control. As a minimum, a process shall be deemed out of control and production stopped and corrective action taken, if:

- (1) One point falls outside the Suspension Limit line for individual measurements or range; or
- (2) Two points in a row fall outside the Action Limit line for individual measurements.

403-6.6 QUALITY CONTROL REPORTS. The Contractor shall maintain records and shall submit reports of quality control activities daily.

METHOD OF MEASUREMENT

403-7.1 MEASUREMENT. Plant mix bituminous concrete pavement shall be measured by the number of tons of bituminous mixture used in the accepted work. Recorded batch weights or truck scale weights will be used to determine the basis for the tonnage.

BASIS OF PAYMENT

403-8.1 PAYMENT. Payment for a lot of bituminous concrete pavement meeting all acceptance criteria as specified in paragraph 403-5.2 shall be made at the contract unit price per ton (kg) for bituminous mixture. The price shall be compensation for furnishing all materials, for all preparation, mixing, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-403-8.1a Bituminous Leveling Course - per ton

TESTING REQUIREMENTS

ASTM C 29	Bulk Density ("Unit Weight") and Voids in Aggregate
ASTM C 88	Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 117	Materials Finer than 75 μ m (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 127	Specific Gravity and Absorption of Coarse Aggregate
ASTM C 131	Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C 136	Sieve Analysis of Fine and Coarse Aggregates
ASTM C 183	Sampling and the Amount of Testing of Hydraulic Cement
ASTM C 566	Total Evaporable Moisture Content of Aggregate by Drying
ASTM D 75	Sampling Aggregates

ASTM D 979	Sampling Bituminous Paving Mixtures
ASTM D 995	Mixing Plants for Hot-Mixed Hot-Laid Bituminous Paving Mixtures
ASTM D 1073	Fine Aggregate for Bituminous Paving Mixtures
ASTM D 1074	Compressive Strength of Bituminous Mixtures
ASTM D 1188	Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Paraffin-Coated Specimens
ASTM D 1461	Moisture or Volatile Distillates in Bituminous Paving Mixtures
ASTM D 2041	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D 2172	Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
ASTM D 2419	Sand Equivalent Value of Soils and Fine Aggregate
ASTM D 2489	Estimating Degree of Particle Coating of Bituminous-Aggregate Mixtures
ASTM D 2726	Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures
ASTM D 2950	Density of Bituminous Concrete in Place by Nuclear Methods
ASTM D 3203	Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D 3665	Random Sampling of Construction Materials
ASTM D 3666	Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
ASTM D 4125	Asphalt Content of Bituminous Mixtures by the Nuclear Method
ASTM D 4318	Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D 4791	Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D 4867	Effect of Moisture on Asphalt Concrete Paving Mixtures
ASTM D 5444	Mechanical Size Analysis of Extracted Aggregate
ASTM D 5581	Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus (6" Diameter Specimen)
ASTM D 6926	Preparation of Bituminous Specimens Using MARSHALL Apparatus
ASTM D 6927	MARSHALL Stability and Flow of Bituminous Mixtures

ASTM E 11	Wire-Cloth Sieves for Testing Purposes
ASTM E 178	Dealing with Outlying Observations
AASHTO T 30	Mechanical Analysis of Extracted Aggregate
[AASHTO T 110	Moisture or Volatile Distillates in Bituminous Paving Mixtures]
The Asphalt Institute's Manual No. 2 (MS-2)	Mix Design Methods for Asphalt Concrete

MATERIAL REQUIREMENTS

ASTM D 242	Mineral Filler for Bituminous Paving Mixtures
ASTM D 946	Penetration Graded Asphalt Cement for Use in Pavement Construction
ASTM D 3381	Viscosity-Graded Asphalt Cement for Use in Pavement Construction
ASTM D 4552	Classifying Hot-Mix Recycling Agents
AASHTO MP1	Performance Graded Binder Designation

END OF ITEM P-403

PART VI – RIGID PAVEMENT

ITEM P-501 PORTLAND CEMENT CONCRETE PAVEMENT

DESCRIPTION

501-1.1 This work shall consist of pavement composed of Portland cement concrete, **with reinforcement** constructed on a prepared underlying surface in accordance with these specifications and shall conform to the lines, grades, thickness, and typical cross sections shown on the plans.

MATERIALS

501-2.1 AGGREGATES.

a. Reactivity. Aggregates shall be tested for deleterious reactivity with alkalis in the cement, which may cause excessive expansion of the concrete. Tests of coarse and fine aggregate shall be made in accordance with ASTM C 1260. If the expansion of the coarse or fine aggregate test specimens, tested in accordance with ASTM C 1260, does not exceed 0.10 % at 16 days from casting, the coarse or fine aggregates shall be accepted.

If the expansion at 16 days is greater than 0.10%, tests of combined materials shall be made in accordance with ASTM C 1260 or ASTM C 1567 using the aggregates, cementitious materials, and/or specific reactivity reducing chemicals in the proportions proposed for the mixture design. If the expansion of the proposed combined materials test specimens, tested in accordance with ASTM C 1260 or ASTM C 1567, does not exceed 0.10 % at 30 days from casting, the proposed combined materials will be accepted. If the expansion of the proposed combined materials test specimens is greater than 0.10% at 30 days, the aggregates will not be accepted unless adjustments to the combined materials mixture can reduce the expansion to less than 0.10 % at 30 days, or new aggregates shall be evaluated and tested.

b. Fine Aggregate. Fine aggregate shall conform to the requirements of ASTM C 33. Gradation shall meet the requirements of Table 1 when tested in accordance with ASTM C 136, except as may otherwise be qualified under Section 6 of ASTM C 33.

**TABLE 1. GRADATION FOR FINE AGGREGATE
(ASTM C 33)**

Sieve Designation (Square Openings)	Percentage by Weight Passing Sieves
3/8 in. (9.5 mm)	100
No. 4 (4.75 mm)	95-100
No. 8 (2.36 mm)	80-100
No. 16 (1.18 mm)	50-85
No. 30 (600 micro-m)	25-60
No. 50 (300 micro-m)	10-30
No. 100 (150 micro-m)	2-10

c. Coarse Aggregate. Coarse aggregate shall conform to the requirements of ASTM C 33. Gradation, within the separated size groups, shall meet the requirements of Table 2 when tested in accordance with ASTM C 136.

Aggregates delivered to the mixer shall consist of crushed stone, crushed or uncrushed gravel, air-cooled blast furnace slag, crushed recycled concrete pavement, or a combination thereof. The aggregate shall be composed of clean, hard, uncoated particles and shall meet the requirements for deleterious substances contained in ASTM C 33. Dust and other coating shall be removed from the aggregates by washing. The aggregate in any size group shall not contain more than 8 percent by weight of flat or elongated pieces when tested in accordance with ASTM D 4791. A flat or elongated particle is one having a ratio between the maximum and the minimum dimensions of a

circumscribing rectangular prism exceeding 5 to 1. The percentage of wear shall be no more than 40% when tested in accordance with ASTM C 131 or ASTM C 535.

TABLE 2. GRADATION FOR COARSE AGGREGATE		
ASTM C 33		
Sieve Designations (square openings)		Percentage by Weight Passing Sieves
in.	mm	
2-1/2	63	---
2	50.8	100
1-1/2	38.1	90-100
1	25.0	20-55
3/4	19.0	0-15
1/2	12.5	---
3/8	9.5	0-5
No. 4	4.75	---
No. 8	2.36	---

Aggregate susceptibility to Disintegration (D) Cracking. Aggregates that have a history of D-cracking shall not be used. Prior to approval of mixture design and production of Portland cement concrete the Contractor shall submit written certification that the aggregate does not have a history of D-Cracking and that the aggregate meets the specified State requirements.

(1) Other sources of crushed stone aggregate shall be approved if the durability factor as determined by ASTM C 666 is greater than or equal to 95 and all other quality test requirements within these specifications are fulfilled. The FAA will consider and reserves final approval of other State classification procedures.

(2) Crushed gravel and sand-gravel aggregates shall not be required to meet freeze-thaw durability ratings. These aggregates shall be approved for use in concrete by the state highway agency in the state from which the aggregate originates and the state in which they are to be used and shall meet all other criteria within these specifications.

501-2.2 CEMENT. Cement shall conform to the requirements of ASTM C150 Type I, 1A or ASTM C150 Type 1P.

If for any reason, cement becomes partially set or contains lumps of caked cement, it shall be rejected. Cement salvaged from discarded or used bags shall not be used.

Only cements containing less than 0.6% equivalent alkali or cements that can demonstrate a positive reduction in the expansion created by alkali-silica reactions shall be used.

501-2.3 CEMENTITIOUS MATERIALS.

a. Fly Ash or Natural Pozzolan. Fly ash shall meet the requirements of ASTM C 618, Class C, F, or N with the exception of loss of ignition, where the maximum shall be less than 6 percent for Class F or N. Fly ash such as is produced in furnace operations utilizing liming materials or soda ash (sodium carbonate) as an additive shall not be acceptable. The Contractor shall furnish vendor's certified test reports for each shipment of Fly Ash used in the project. The vendor's certified test report can be used for acceptance or the material may be tested independently by the Engineer.

b. Blast Furnace Slag (Slag Cement). Ground Granulated Blast Furnace (GGBF) slag shall conform to ASTM C 989, Grade 100 or 120. GGBF shall be used only at a rate between 25 and 55 percent of the total cementitious material by mass.

501-2.4 PREMOLDED JOINT FILLER. Premolded joint filler for expansion joints shall conform to the requirements of ASTM D 1751 and shall be punched to admit the dowels where called for on the plans. The filler for each joint shall be furnished in a single piece for the full depth and width required for the joint, unless otherwise specified by the Engineer. When the use of more than one piece is required for a joint, the abutting ends shall be fastened securely and held accurately to shape by stapling or other positive fastening means satisfactory to the Engineer.

501-2.5 JOINT SEALER. The joint sealer for the joints in the concrete pavement shall meet the requirements of Item P-605 and shall be of the type(s) specified in the plans.

501-2.6 STEEL REINFORCEMENT. Reinforcing shall consist of welded steel wire fabric conforming to the requirements of ASTM A 185. Welded wire fabric shall be furnished in flat sheets only.

501-2.7 DOWEL AND TIE BARS. Tie bars shall be deformed steel bars and conform to the requirements of ASTM A 615 or ASTM A 996, except that rail steel bars, Grade 50 or 60, shall not be used for tie bars that are to be bent or restraightened during construction. Tie bars designated as Grade 40 in ASTM A 615 can be used for construction requiring bent bars.

Dowel bars shall be plain steel bars conforming to ASTM A 615 or ASTM A 966 and shall be free from burring or other deformation restricting slippage in the concrete. High strength dowel bars shall conform to ASTM A 714, Class 2, Type S, Grade I, II or III, Bare Finish. Before delivery to the construction site each dowel bar shall be painted with one coat of paint conforming to MIL-DTL-24441/20A.SSPC Paint 5 or SSPC Paint 25. Metal or plastic collars shall be full circular device supporting the dowel until the epoxy hardens.

The sleeves for dowel bars used in expansion joints shall be metal or other type of an approved design to cover 2 to 3 inches (50 mm to 75 mm) of the dowel, with a closed end and with a suitable stop to hold the end of the bar at least 1 inch (25 mm) from the closed end of the sleeve. Sleeves shall be of such design that they will not collapse during construction.

501-2.8 WATER. Water used in mixing or curing shall be clean and free of oil, salt, acid, alkali, sugar, vegetable, or other substances injurious to the finished product. Water will be tested in accordance with the requirements of AASHTO T 26. Water known to be of potable quality may be used without testing.

501-2.9 COVER MATERIAL FOR CURING. Curing materials shall conform to one of the following specifications:

- a. Liquid membrane-forming compounds for curing concrete shall conform to the requirements of ASTM C 309, Type 2, Class B, or Class A if wax base only.
- b. White polyethylene film for curing concrete shall conform to the requirements of ASTM C 171.
- c. White burlap-polyethylene sheeting for curing concrete shall conform to the requirements of ASTM C 171.
- d. Waterproof paper for curing concrete shall conform to the requirements of ASTM C 171.

501-2.10 ADMIXTURES. The use of any material added to the concrete mix shall be approved by the Engineer. The Contractor shall submit certificates indicating that the material to be furnished meets all of the requirements indicated below. In addition, the Engineer may require the Contractor to submit complete test data from an approved laboratory showing that the material to be furnished meets all of the requirements of the cited specifications. Subsequent tests may be made of samples taken by the Engineer from the supply of the material being furnished or proposed for use on the work to determine whether the admixture is uniform in quality with that approved.

a. Air-Entraining Admixtures. Air-entraining admixtures shall meet the requirements of ASTM C 260 and shall consistently entrain the air content in the specified ranges under field conditions. The air-entrainment agent and any water reducer admixture shall be compatible.

b. Chemical Admixtures. Water-reducing, set retarding, and set-accelerating admixtures shall meet the requirements of ASTM C 494, including the flexural strength test.

501-2.11 EPOXY-RESIN. Epoxy-resin used to anchor dowels and tie bars in pavements shall conform to the requirements of ASTM C 881, Type I, Grade 3, Class C. Class A or B shall be used when the surface temperature of the hardened concrete is below 60 degrees F (16 degrees C).

501-2.12 MATERIAL ACCEPTANCE. Prior to use of materials, the Contractor shall submit certified test reports to the Engineer for those materials proposed for use during construction. The certification shall show the appropriate ASTM test(s) for each material, the test results, and a statement that the material passed or failed.

The Engineer may request samples for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

MIX DESIGN

501-3.1 PROPORTIONS. Concrete shall be designed to achieve a 28-day flexural strength that meets or exceeds the acceptance criteria contained in paragraph 501-5.2 for a flexural strength of 650 psi. The mix shall be designed using the procedures contained in Chapter 9 of the Portland Cement Association's manual, "Design and Control of Concrete Mixtures".

The Contractor shall note that to ensure that the concrete actually produced will meet or exceed the acceptance criteria for the specified strength, the mix design average strength must be higher than the specified strength. The amount of overdesign necessary to meet specification requirements depends on the producer's standard deviation of flexural test results and the accuracy that that value can be estimated from historic data for the same or similar materials.

The minimum cementitious material (cement plus fly ash, or GGBFS) shall be 564 pounds per cubic yard (227 kg per cubic meter). The ratio of water to cementitious material, including free surface moisture on the aggregates but not including moisture absorbed by the aggregates shall not be more than .45 by weight.

Prior to the start of paving operations and after approval of all material to be used in the concrete, the Contractor shall submit a mix design showing the proportions and flexural strength obtained from the concrete at 7 and 28 days. The mix design shall include copies of test reports, including test dates, and a complete list of materials including type, brand, source, and amount of cement, fly ash, ground slag, coarse aggregate, fine aggregate, water, and admixtures. The fineness modulus of the fine aggregate and the air content shall also be shown. The mix design shall be submitted to the Engineer at least 10 days prior to the start of operations. The submitted mix design shall not be more than 90 days old. Production shall not begin until the mix design is approved in writing by the Engineer.

Should a change in sources be made, or admixtures added or deleted from the mix, a new mix design must be submitted to the Engineer for approval.

Flexural strength test specimens shall be prepared in accordance with ASTM C 192 and tested in accordance with ASTM C 78. The mix determined shall be workable concrete having a slump for side-form concrete between 1 and 2 inches (25 mm and 50 mm) as determined by ASTM C 143. For vibrated slip-form concrete, the slump shall be between 1/2 inch (13 mm) and 1 1/2 inches (38 mm).

501-3.2 CEMENTITIOUS MATERIALS.

a. Fly Ash. Fly ash may be used in the mix design. When fly ash is used as a partial replacement for cement, the minimum cement content may be met by considering Portland cement plus fly ash as the total cementitious material. The replacement rate shall be determined from laboratory trial mixes, but shall be between 20 and 30 percent by weight of the total cementitious material. If fly ash is used in conjunction with ground granular blast furnace slag the maximum replacement rate shall not exceed 10 percent by weight of total cementitious material.

b. Ground Slag. Ground blast-furnace slag may be used in a mix design containing Type I or Type II cement. The slag, or slag plus fly ash if both are used, may constitute between 25 to 55 percent of the total cementitious material by weight. If the concrete is to be used for slipforming operations and the air temperature is expected to be lower than 55 degrees F (13 degrees C) the percent slag shall not exceed 30 percent by weight.

501-3.3 ADMIXTURES.

a. Air-Entraining. Air-entraining admixture shall be added in such a manner that will insure uniform distribution of the agent throughout the batch. The air content of freshly mix air-entrained concrete shall be based upon trial mixes with the materials to be used in the work adjusted to produce concrete of the required plasticity and workability. The percentage of air in the mix shall be 2.5 percent. Air content shall be determined by testing in accordance with ASTM C 231 for gravel and stone coarse aggregate and ASTM C 173 for slag and other highly porous coarse aggregate.

b. Chemical. Water-reducing, set-controlling, and other approved admixtures shall be added to the mix in the manner recommended by the manufacturer and in the amount necessary to comply with the specification requirements. Tests shall be conducted on trial mixes, with the materials to be used in the work, in accordance with ASTM C 494.

501-3.4 TESTING LABORATORY. The laboratory used to develop the mix design shall meet the requirements of ASTM C 1077. The laboratory accreditation will include ASTM C 78. A certification that it meets these requirements shall be submitted to the Engineer prior to the start of mix design. The certification shall include evidence that the laboratory is inspected/accredited for the test methods required herein by a nationally recognized laboratory inspection accreditation organization.

CONSTRUCTION METHODS

501-4.1 EQUIPMENT. Equipment necessary for handling materials and performing all parts of the work shall be approved by the engineer as to design, capacity, and mechanical conditions. The equipment shall be at the jobsite sufficiently ahead of the start of paving operations to be examined thoroughly and approved.

a. Batch Plant and Equipment. The batch plant and equipment shall conform to the requirements of ASTM C 94.

b. Mixers and Transportation Equipment.

(1) General. Concrete may be mixed at a central plant, or wholly or in part in truck mixers. Each mixer shall have attached in a prominent place a manufacturer's nameplate showing the capacity of the drum in terms of volume of mixed concrete and the speed of rotation of the mixing drum or blades.

(2) Central plant mixer. Central plant mixers shall conform to the requirements of ASTM C 94.

The mixer shall be examined daily for changes in condition due to accumulation of hard concrete or mortar or wear of blades. The pickup and throwover blades shall be replaced when they have worn down 3/4 inch (19 mm) or more. The Contractor shall have a copy of the manufacturer's design on hand showing dimensions and arrangement of blades in reference to original height and depth.

(3) Truck mixers and truck agitators. Truck mixers used for mixing and hauling concrete and truck agitators used for hauling central-mixed concrete shall conform to the requirements of ASTM C 94.

(4) Nonagitator trucks. Nonagitator hauling equipment shall conform to the requirements of ASTM C 94.

c. Finishing Equipment. The standard method of constructing concrete pavements on FAA projects shall be with an approved slip-form paving equipment designed to spread, consolidate, screed, and float-finish the freshly placed concrete in one complete pass of the machine so a dense and homogeneous pavement is achieved with a minimum of hand finishing. The paver-finisher shall be a heavy duty, self-propelled machine designed specifically for paving and finishing high quality concrete pavements. It shall weigh at least 2200 lbs. per foot of paving lane width and powered by an engine having at least 6.0 horsepower per foot of lane width.

On projects requiring less than 500 square yards of cement concrete pavement or requiring individual placement areas of less than 500 square yards, or irregular areas at locations inaccessible to slip-form paving equipment, cement concrete pavement may be placed with approved placement and finishing equipment utilizing stationary side forms. Hand screeding and float finishing may only be utilized on small irregular areas as allowed by the Engineer.

d. Vibrators. Vibrator shall be the internal type. Operating frequency for internal vibrators shall be between 8,000 and 12,000 vibrations per minute. Average amplitude for internal vibrators shall be 0.025-0.05 inches (0.06-0.13 cm).

The number, spacing, and frequency shall be as necessary to provide a dense and homogeneous pavement and meet the recommendations of ACI 309, Guide for Consolidation of Concrete. Adequate power to operate all vibrators shall be available on the paver. The vibrators shall be automatically controlled so that they shall be stopped as forward motion ceases. The contractor shall provide an electronic or mechanical means to monitor vibrator status. The checks on vibrator status shall occur a minimum of two times per day or when requested by the Engineer.

Hand held vibrators may be used in irregular areas only, but shall meet the recommendations of ACI 309, Guide for Consolidation of Concrete.

e. Concrete Saws. The Contractor shall provide sawing equipment adequate in number of units and power to complete the sawing to the required dimensions. The Contractor shall provide at least one standby saw in good working order and a supply of saw blades at the site of the work at all times during sawing operations.

f. Side Forms. Straight side forms shall be made of steel and shall be furnished in sections not less than 10 feet (3 m) in length. Forms shall have a depth equal to the pavement thickness at the edge, and a base width equal to or greater than the depth. Flexible or curved forms of proper radius shall be used for curves of 100-foot (31 m) radius or less. Forms shall be provided with adequate devices for secure settings so that when in place they will withstand, without visible spring or settlement, the impact and vibration of the consolidating and finishing equipment. Forms with battered top surfaces and bent, twisted or broken forms shall not be used. Built-up forms shall not be used, except as approved by the Engineer. The top face of the form shall not vary from a true plane more than 1/8 inch (3 mm) in 10 feet (3 m), and the upstanding leg shall not vary more than 1/4 inch (6 mm). The forms shall contain provisions for locking the ends of abutting sections together tightly for secure setting. Wood forms may be used under special conditions, when approved by the Engineer.

g. Pavers. The paver shall be fully energized, self-propelled, and designed for the specific purpose of placing, consolidating, and finishing the concrete pavement, true to grade, tolerances, and cross section. It shall be of sufficient weight and power to construct the maximum specified concrete paving lane width as shown in the plans, at adequate forward speed, without transverse, longitudinal or vertical instability or without displacement. The paver shall be equipped with electronic or hydraulic horizontal and vertical control devices.

501-4.2 FORM SETTING. Forms shall be set sufficiently in advance of the concrete placement to insure continuous paving operation. After the forms have been set to correct grade, the underlying surface shall be thoroughly tamped, either mechanically or by hand, at both the inside and outside edges of the base of the forms. Forms shall be staked into place sufficiently to maintain the form in position for the method of placement.

Form sections shall be tightly locked and shall be free from play or movement in any direction. The forms shall not deviate from true line by more than 1/8 inch (3 mm) at any joint. Forms shall be so set that they will withstand, without visible spring or settlement, the impact and vibration of the consolidating and finishing equipment. Forms shall be cleaned and oiled prior to the placing of concrete.

The alignment and grade elevations of the forms shall be checked and corrections made by the Contractor immediately before placing the concrete.

501-4.3 CONDITIONING OF UNDERLYING SURFACE. The compacted underlying surface on which the pavement will be placed shall be widened approximately 3 feet (1 m) to extend beyond the paving machine track to support the paver without any noticeable displacement. After the underlying surface has been placed and compacted to the required density, the areas that will support the paving machine and the area to be paved shall be trimmed or graded to the plan grade elevation and profile by means of a properly designed machine. The grade of the underlying surface shall be controlled by a positive grade control system using lasers, stringlines, or guide wires. If the density of the underlying surface is disturbed by the trimming operations, it shall be corrected by additional compaction and retested at the option of the Engineer before the concrete is placed except when stabilized subbases are being constructed. If damage occurs on a stabilized subbase, it shall be corrected full depth by the Contractor. If traffic is allowed to use the prepared grade, the grade shall be checked and corrected immediately before the placement of concrete. The prepared grade shall be moistened with water, without saturating, immediately ahead of concrete placement to prevent rapid loss of moisture from concrete. The underlying surface shall be protected so that it will be entirely free of frost when concrete is placed.

501-4.4 CONDITIONING OF UNDERLYING SURFACE, SIDE-FORM AND FILL-IN LANE CONSTRUCTION. The prepared underlying surface shall be moistened with water, without saturating, immediately ahead of concrete placement to prevent rapid loss of moisture from the concrete. Damage caused by hauling or usage of other equipment shall be corrected and retested at the option of the Engineers. If damage occurs to a stabilized subbase, it shall be corrected full depth by the Contractor. A template shall be provided and operated on the forms immediately in advance of the placing of all concrete. The template shall be propelled only by hand and not attached to a tractor or other power unit. Templates shall be adjustable so that they may be set and maintained at the correct contour of the underlying surface. The adjustment and operation of the templates shall be such as will provide an accurate retest of the grade before placing the concrete thereon. All excess material shall be removed and wasted. Low areas shall be filled and compacted to a condition similar to that of the surrounding grade. The underlying surface shall be protected so that it will be entirely free from frost when the concrete is placed. The use of chemicals to eliminate frost in the underlying surface shall not be permitted.

The template shall be maintained in accurate adjustment, at all times by the Contractor, and shall be checked daily.

501-4.5 HANDLING, MEASURING, AND BATCHING MATERIAL. The batch plant site, layout, equipment, and provisions for transporting material shall assure a continuous supply of material to the work. Stockpiles shall be constructed in such a manner that prevents segregation and intermixing of deleterious materials.

Aggregates that have become segregated or mixed with earth or foreign material shall not be used. All aggregates produced or handled by hydraulic methods, and washed aggregates, shall be stockpiled or binned for draining at least 12 hours before being batched. Rail shipments requiring more than 12 hours will be accepted as adequate binning only if the car bodies permit free drainage.

Batching plants shall be equipped to proportion aggregates and bulk cement, by weight, automatically using interlocked proportioning devices of an approved type. When bulk cement is used, the Contractor shall use a suitable method of handling the cement from weighing hopper to transporting container or into the batch itself for transportation to the mixer, such as a chute, boot, or other approved device, to prevent loss of cement. The device shall be arranged to provide positive assurance that the cement content specified is present in each batch.

501-4.6 MIXING CONCRETE. The concrete may be mixed at the work site, in a central mix plant or in truck mixers. The mixer shall be of an approved type and capacity. Mixing time shall be measured from the time all materials, except water, are emptied into the drum. All concrete shall be mixed and delivered to the site in accordance with the requirements of ASTM C 94.

Mixed concrete from the central mixing plant shall be transported in truck mixers, truck agitators, or nonagitating trucks. The elapsed time from the addition of cementitious material to the mix until the concrete is deposited in place at the work site shall not exceed 30 minutes when the concrete is hauled in nonagitating trucks, nor 90 minutes when the concrete is hauled in truck mixers or truck agitators. Retempering concrete by adding water or by other means will not be permitted. With transit mixers additional water may be added to the batch materials and additional mixing performed to increase the slump to meet the specified requirements provided the addition of water is performed within 45 minutes after the initial mixing operations and provided the water/cementitious ratio specified in the approved mix design is not exceeded, and approved by the Engineer.

501-4.7 LIMITATIONS ON MIXING AND PLACING. No concrete shall be mixed, placed, or finished when the natural light is insufficient, unless an adequate and approved artificial lighting system is operated.

a. Cold Weather. Unless authorized in writing by the Engineer, mixing and concreting operations shall be discontinued when a descending air temperature in the shade and away from artificial heat reaches 40 degrees F (4 degrees C) and shall not be resumed until an ascending air temperature in the shade and away from artificial heat reaches 35 degrees F (2 degrees C).

The aggregate shall be free of ice, snow, and frozen lumps before entering the mixer. The temperature of the mixed concrete shall not be less than 50 degrees F (10 degrees C) at the time of placement. Concrete shall not be placed on frozen material nor shall frozen aggregates be used in the concrete.

When concreting is authorized during cold weather, water and/or the aggregates may be heated to not more than 150 degrees F (66 degrees C). The apparatus used shall heat the mass uniformly and shall be arranged to preclude the possible occurrence of overheated areas which might be detrimental to the materials.

b. Hot Weather. During periods of hot weather when the maximum daily air temperature exceeds 85 degrees F (30 degrees C), the following precautions shall be taken.

The forms and/or the underlying surface shall be sprinkled with water immediately before placing the concrete. The concrete shall be placed at the coolest temperature practicable, and in no case shall the temperature of the concrete when placed exceed 90 degrees F (35 degrees C). The aggregates and/or mixing water shall be cooled as necessary to maintain the concrete temperature at or not more than the specified maximum.

The finished surfaces of the newly laid pavement shall be kept damp by applying a water-fog or mist with approved spraying equipment until the pavement is covered by the curing medium. If necessary, wind screens shall be provided to protect the concrete from an evaporation rate in excess of 0.2 psf per hour as determined in accordance with Figure 2.1.5 in ACI 305R, Hot Weather Concreting, which takes into consideration relative humidity, wind velocity, and air temperature.

When conditions are such that problems with plastic cracking can be expected, and particularly if any plastic cracking begins to occur, the Contractor shall immediately take such additional measures as necessary to protect the concrete surface. Such measures shall consist of wind screens, more effective fog sprays, and similar measures commencing immediately behind the paver. If these measures are not effective in preventing plastic cracking, paving operations shall be immediately stopped.

c. Temperature Management Program. Prior to the start of paving operation for each day of paving, the contractor shall provide the engineer with a Temperature Management Program for the concrete to be placed to assure that uncontrolled cracking is avoided. As a minimum the program shall address the following items:

(1) Anticipated tensile strains in the fresh concrete as related to heating and cooling of the concrete material.

(2) Anticipated weather conditions such as ambient temperatures, wind velocity, and relative humidity.

(3) Anticipated timing of initial sawing of joint.

501-4.8 PLACING CONCRETE. The Contractor has the option of placing the concrete with either side (fixed) forms or slip-forms. At any point in concrete conveyance, the free vertical drop of the concrete from one point to another or to the underlying surface shall not exceed 3 feet (1 m). Backhoes and Grading equipment shall not be used to distribute the concrete in front of the paver. Front end loaders will not be used unless the contractor demonstrates that they can be used without contaminating the concrete and base course and it is approved by the Engineer.

Hauling equipment or other mechanical equipment can be permitted on adjoining previously constructed pavement when the concrete strength reaches a flexural strength of 550 psi (3,792 kPa) , based on the average of four field cured specimens per 2,000 cubic yards (1 530 cubic meters) of concrete placed. Also, subgrade and subbase planers, concrete pavers, and concrete finishing equipment may be permitted to ride upon the edges of previously constructed pavement when the concrete has attained a minimum flexural strength of 400 psi.

a. Slip-Form Construction. The concrete shall be distributed uniformly into final position by a self propelled slip-form paver without delay. The alignment and elevation of the paver shall be regulated from outside reference lines established for this purpose. The paver shall vibrate the concrete for the full width and depth of the strip of pavement being placed and the vibration shall be adequate to provide a consistency of concrete that will stand normal to the surface with sharp well defined edges. The sliding forms shall be rigidly held together laterally to prevent spreading of the forms.

The plastic concrete shall be effectively consolidated by internal vibration with transverse vibrating units for the full width of the pavement and/or a series of equally placed longitudinal vibrating units. The space from the outer edge of the pavement to longitudinal unit shall not exceed 9 inches. The spacing of internal units shall be uniform and shall not exceed 18 inches.

The term internal vibration means vibrating units located within the specified thickness of pavement section.

The rate of vibration of each vibrating unit shall be within 8000 to 12000 cycles per minute and the amplitude of vibration shall be sufficient to be perceptible on the surface of the concrete along the entire length of the vibrating unit an for a distance of at least one foot. The frequency of vibration or amplitude shall vary proportionately with the rate of travel to result in a uniform density and air content. The paving machine shall be equipped with a tachometer or other suitable device for measuring and indicating the actual frequency of vibrations.

The concrete shall be held at a uniform consistency. The slip-form paver shall be operated with as nearly a continuous forward movement as possible. And all operations of mixing, delivering, and spreading concrete shall be coordinated to provide uniform progress with stopping and starting of the paver held to a minimum. If for any reason, it is necessary to stop the forward movement of the paver, the vibratory and tamping elements shall also be stopped immediately. No tractive force shall be applied to the machine, except that which is controlled from the machine.

When concrete is being placed adjacent to an existing pavement, that part of the equipment which is supported on the existing pavement shall be equipped with protective pads on crawler tracks or rubber-tired wheels on which the bearing surface is offset to run a sufficient distance from the edge of the pavement to avoid breaking the pavement edge.

b. Side-Form Construction. Side form sections shall be straight, free from warps, bends, indentations, or other defects. Defective forms shall be removed from the work. Metal side forms shall be used except at end closures and transverse construction joints where straight forms of other suitable material may be used.

Side forms may be built up by rigidly attaching a section to either top or bottom of forms. If such build-up is attached to the top of metal forms, the build-up shall also be metal.

Width of the base of all forms shall be equal to at least 80 percent of the specified pavement thickness.

Side forms shall be of sufficient rigidity, both in the form and in the interlocking connection with adjoining forms, that springing will not occur under the weight of subgrading and paving equipment or from the pressure of the concrete. The Contractor shall provide sufficient forms so that there will be no delay in placing concrete due to lack of forms.

Before placing side forms, the underlying material shall be at the proper grade. Side forms shall have full bearing upon the foundation throughout their length and width of base and shall be placed to the required grade and alignment of the finished pavement. They shall be firmly supported during the entire operation of placing, compacting, and finishing the pavement.

Forms shall be drilled in advance of being placed to line and grade to accommodate tie bars where these are specified.

Immediately in advance of placing concrete and after all subbase operations are completed, side forms shall be trued and maintained to the required line and grade for a distance sufficient to prevent delay in placing.

Side forms shall remain in place at least 12 hours after the concrete has been placed, and in all cases until the edge of the pavement no longer requires the protection of the forms. Curing compound shall be applied to the concrete immediately after the forms have been removed.

Side forms shall be thoroughly cleaned and oiled each time they are used and before concrete is placed against them.

Concrete shall be spread, screeded, shaped and consolidated by one or more self-propelled machines. These machines shall uniformly distribute and consolidate concrete without segregation so that the completed pavement will conform to the required cross section with a minimum of handwork.

The number and capacity of machines furnished shall be adequate to perform the work required at a rate equal to that of concrete delivery.

Concrete for the full paving width shall be effectively consolidated by internal vibrators without causing segregation. Internal type vibrators' rate of vibration shall be not less than 7,000 cycles per minute. Amplitude of vibration shall be sufficient to be perceptible on the surface of the concrete more than one foot from the vibrating element. The Contractor shall furnish a tachometer or other suitable device for measuring and indicating frequency of vibration.

Power to vibrators shall be connected so that vibration ceases when forward or backward motion of the machine is stopped.

The provisions relating to the frequency and amplitude of internal vibration shall be considered the minimum requirements and are intended to ensure adequate density in the hardened concrete.

c. Consolidation Testing. The provisions relating to the frequency and amplitude of internal vibration shall be considered the minimum requirements and are intended to ensure adequate density in the hardened concrete. If a lack of consolidation of the concrete is suspected by the Engineer, additional referee testing may be required. Referee testing of hardened concrete will be performed by cutting cores from the finished pavement after a minimum of 24 hours curing. Density determinations will be made based on the water content of the core as taken. ASTM C 642 shall be used for the determination of core density in the saturated-surface dry condition. Referee cores will be taken at the minimum rate of one for each 500 cubic yards of pavement, or fraction thereof.

The average density of the cores shall be at least 97 percent of the original mix design density, with no cores having a density of less than 96 percent of the original mix design density.

Failure to meet the above requirements will be considered as evidence that the minimum requirements for vibration are inadequate for the job conditions, and additional vibrating units or other means of increasing the effect of vibration shall be employed so that the density of the hardened concrete as indicated by further referee testing shall conform to the above listed requirements.

501-4.9 STRIKE-OFF OF CONCRETE AND PLACEMENT OF REINFORCEMENT. Following the placing of the concrete, it shall be struck off to conform to the cross section shown on the plans and to an elevation such that when the concrete is properly consolidated and finished, the surface of the pavement shall be at the elevation shown on the plans. When reinforced concrete pavement is placed in two layers, the bottom layer shall be struck off to such length and depth that the sheet of reinforcing steel fabric or bar mat may be laid full length on the concrete in its final position without further manipulation. The reinforcement shall then be placed directly upon the concrete, after which the top layer of the concrete shall be placed, struck off, and screeded. If any portion of the bottom layer of concrete has been placed more than 30 minutes without being covered with the top layer or if initial set has taken place, it shall be removed and replaced with freshly mixed concrete at the Contractor's expense. When reinforced concrete is placed in one layer, the reinforcement may be positioned in advance of concrete placement or it may be placed in plastic concrete by mechanical or vibratory means after spreading.

Reinforcing steel, at the time concrete is placed, shall be free of mud, oil, or other organic matter that may adversely affect or reduce bond. Reinforcing steel with rust, mill scale or a combination of both will be considered satisfactory, provided the minimum dimensions, weight, and tensile properties of a hand wire-brushed test specimen are not less than the applicable ASTM specification requirements.

501-4.10 JOINTS. Joints shall be constructed as shown on the plans and in accordance with these requirements. All joints shall be constructed with their faces perpendicular to the surface of the pavement and finished or edged as shown on the plans. Joints shall not vary more than 1/2 inch (13 mm) from their designated position and shall be true to line with not more than 1/4-inch (6 mm) variation in 10 feet (3 m). The surface across the joints shall be tested with a 10-foot (3 m) straightedge as the joints are finished and any irregularities in excess of 1/4 inch (6 mm) shall be corrected before the concrete has hardened. All joints shall be so prepared, finished, or cut to provide a groove of uniform width and depth as shown on the plans.

a. Construction. Longitudinal construction joints shall be slip-formed or formed against side forms with or without keyways, as shown in the plans.

Transverse construction joints shall be installed at the end of each day's placing operations and at any other points within a paving lane when concrete placement is interrupted for more than 30 minutes or it appears that the concrete will obtain its initial set before fresh concrete arrives. The installation of the joint shall be located at a planned contraction or expansion joint. If placing of the concrete is stopped, the Contractor shall remove the excess concrete back to the previous planned joint.

b. Contraction. Contraction joints shall be installed at the locations and spacing as shown on the plans. Contraction joints shall be installed to the dimensions required by forming a groove or cleft in the top of the slab while the concrete is still plastic or by sawing a groove into the concrete surface after the concrete has hardened. When the groove is formed in plastic concrete the sides of the grooves shall be finished even and smooth with an edging tool. If an insert material is used, the installation and edge finish shall be according to the manufacturer's instructions. The groove shall be finished or cut clean so that spalling will be avoided at intersections with other joints. Grooving or sawing shall produce a slot at least 1/8 inch (3 mm) wide and to the depth shown on the plans.

c. Expansion. Expansion joints shall be installed as shown on the plans. The premolded filler of the thickness as shown on the plans, shall extend for the full depth and width of the slab at the joint, except for space for sealant at the top of the slab. The filler shall be securely staked or fastened into position perpendicular to the proposed finished surface. A cap shall be provided to protect the top edge of the filler and to permit the concrete to be placed and finished. After the concrete has been placed and struck off, the cap shall be carefully withdrawn leaving the space over the premolded filler. The edges of the joint shall be finished and tooled while the concrete is still plastic. Any concrete bridging the joint space shall be removed for the full width and depth of the joint.

d. Keyways. Keyways (only female keys permitted) shall be formed in the plastic concrete by means of side forms or the use of keyway liners that are inserted during the slip-form operations. The keyway shall be formed to a tolerance of 1/4 inch (6 mm) in any dimension and shall be of sufficient stiffness to support the upper keyway flange without distortion or slumping of the top of the flange. The dimensions of the keyway forms shall not vary more than plus or minus 1/4 inch (6 mm) from the mid-depth of the pavement. Liners that remain in place permanently

and become part of the keyed joint shall be made of galvanized, copper clad, or of similar rust-resistant material compatible with plastic and hardened concrete and shall not interfere with joint reservoir sawing and sealing.

e. Tie bars. Tie bars shall consist of deformed bars installed in joints as shown on the plans. Tie bars shall be placed at right angles to the centerline of the concrete slab and shall be spaced at intervals shown on the plans. They shall be held in position parallel to the pavement surface and in the middle of the slab depth. When tie bars extend into an unpaved lane, they may be bent against the form at longitudinal construction joints, unless threaded bolt or other assembled tie bars are specified. These bars shall not be painted, greased, or enclosed in sleeves. When slip-form operations call for tie bars, two-piece hook bolts can be installed in the female side of the keyed joint provided the installation is made without distorting the keyed dimensions or causing edge slump. If a bent tie bar installation is used, the tie bars shall be inserted through the keyway liner only on the female side of the joint. In no case shall a bent tie bar installation for male keyways be permitted.

f. Dowel bars. Dowel bars or other load-transfer units of an approved type shall be placed across joints in the manner as shown on the plans. They shall be of the dimensions and spacings as shown and held rigidly in the middle of the slab depth in the proper horizontal and vertical alignment by an approved assembly device to be left permanently in place. The dowel or load-transfer and joint devices shall be rigid enough to permit complete assembly as a unit ready to be lifted and placed into position. A metal, or other type, dowel expansion cap or sleeve shall be furnished for each dowel bar used with expansion joints. These caps shall be substantial enough to prevent collapse and shall be placed on the ends of the dowels as shown on the plans. The caps or sleeves shall fit the dowel bar tightly and the closed end shall be watertight. The portion of each dowel painted with rust preventative paint, as required under paragraph 501-2.7 and shown on the plans to receive a debonding lubricant, shall be thoroughly coated with asphalt MC-70, or an approved lubricant, to prevent the concrete from bonding to that portion of the dowel. If free-sliding plastic-coated or epoxy-coated steel dowels are used, a lubrication bond breaker shall be used except when approved pullout tests indicate it is not necessary. Where butt-type joints with dowels are designated, the exposed end of the dowel shall be oiled.

Dowel bars at contraction joints may be placed in the full thickness of pavement by a mechanical device approved by the Engineer. The device shall be capable of installing dowel bars within the maximum permissible alignment tolerances. Dowels bars at longitudinal construction joints shall be bonded in drilled holes.

g. Installation. All devices used for the installation of expansion joints shall be approved by the Engineer.

The top of an assembled joint device shall be set at the proper distance below the pavement surface and the elevation shall be checked. Such devices shall be set to the required position and line and shall be securely held in place by stakes or other means to the maximum permissible tolerances during the pouring and finishing of the concrete. The premolded joint material shall be placed and held in a vertical position; if constructed in sections, there shall be no offsets between adjacent units.

Dowel bars and assemblies shall be checked for position and alignment. The maximum permissible tolerances on dowel bar alignment shall be in accordance with paragraph 501-5.2e(6). During the concrete placement operation, it is advisable to place plastic concrete directly on dowel assemblies immediately prior to passage of the paver to help maintain dowel position and alignment within maximum permissible tolerances.

When concrete is placed using slip-form pavers, dowels and tie bars shall be placed in longitudinal construction joints by bonding the dowels or tie bars into holes drilled into the hardened concrete. Holes approximately 1/8-inch to 1/4-inch (3 to 6 mm) greater in diameter than the dowel or tie bar shall be drilled with rotary-type core drills that must be held securely in place to drill perpendicularly into the vertical face of the pavement slab. Rotary-type percussion drills may be used provided that spalling of concrete does not occur. Any damage of the concrete shall be repaired by the Contractor in a method approved by the Engineer. Dowels or tie bars shall be bonded in the drilled holes using an epoxy resin material. Installation procedures shall be adequate to insure that the area around dowels is completely filled with epoxy grout. Epoxy shall be injected into the back of the hole and displaced by the insertion of the dowel bar. Bars shall be completely inserted into the hole and shall not be withdrawn and reinserted creating air pockets in the epoxy around the bar. The Contractor shall furnish a template for checking the position and alignment of the dowels. Dowel bars shall not be less than 10 inches (25 cm) from a transverse joint and shall not interfere with dowels in the transverse direction.

h. Sawing of Joints. Joints shall be cut as shown on the plans. Equipment shall be as described in paragraph 501-4.1. The circular cutter shall be capable of cutting a groove in a straight line and shall produce a slot at least 1/8 inch (3 mm) wide and to the depth shown on the plans. The top portion of the slot shall be widened by sawing to provide adequate space for joint sealers as shown on the plans. Sawing shall commence as soon as the concrete has hardened sufficiently to permit cutting without chipping, spalling, or tearing and before uncontrolled shrinkage cracking of the pavement occurs. Sawing shall be carried on both during the day and night as required. The joints shall be sawed at the required spacing, consecutively in sequence of the concrete placement. Curing compound, if being used as the cure type, shall be reapplied in the initial sawcut and maintained for the remaining cure period. Curing compound shall not be applied, and used as the cure method, to any final concrete face that is to receive a sealant. All slurry and debris produced in the sawing of joints shall be removed by vacuuming and washing.

501-4.11 FINAL STRIKE-OFF, CONSOLIDATION, AND FINISHING.

a. Sequence. The sequence of operations shall be the strike-off, floating and removal of laitance, straightedging, and final surface finish. The addition of superficial water to the surface of the concrete to assist in finishing operations will not be permitted.

b. Finishing at Joints. The concrete adjacent to joints shall be compacted or firmly placed without voids or segregation against the joint material; it shall be firmly placed without voids or segregation under and around all load-transfer devices, joint assembly units, and other features designed to extend into the pavement. Concrete adjacent to joints shall be mechanically vibrated as required in paragraph 501-4.8.a. After the concrete has been placed and vibrated adjacent to the joints, the finishing machine shall be operated in a manner to avoid damage or misalignment of joints. If uninterrupted operations of the finishing machine, to, over, and beyond the joints, cause segregation of concrete, damage to, or misalignment of the joints, the finishing machine shall be stopped when the screed is approximately 8 inches (20 cm) from the joint. Segregated concrete shall be removed from the front of and off the joint; and the forward motion of the finishing machine shall be resumed. Thereafter, the finishing machine may be run over the joint without lifting the screed, provided there is no segregated concrete immediately between the joint and the screed or on top of the joint.

c. Machine Finishing. The concrete shall be spread as soon as it is placed, and it shall be struck off and screeded by a finishing machine. The machine shall go over each area as many times and at such intervals as necessary to give to proper consolidation and to leave a surface of uniform texture. Excessive operation over a given area shall be avoided. When side forms are used, the tops of the forms shall be kept clean by an effective device attached to the machine, and the travel of the machine on the forms shall be maintained true without lift, wobbling, or other variation tending to affect the precision finish. During the first pass of the finishing machine, a uniform ridge of concrete shall be maintained ahead of the front screed for its entire length. When in operation, the screed shall be moved forward with a combined longitudinal and transverse shearing motion, always moving in the direction in which the work is progressing, and so manipulated that neither end is raised from the side forms during the striking-off process. If necessary, this shall be repeated until the surface is of uniform texture, true to grade and cross section, and free from porous areas.

d. Hand Finishing. Hand finishing methods will not be permitted, except under the following conditions: in the event of breakdown of the mechanical equipment, hand methods may be used to finish the concrete already deposited on the grade; in areas of narrow widths or of irregular dimensions where operation of the mechanical equipment is impractical. Concrete, as soon as placed, shall be struck off and screeded. An approved portable screed shall be used. A second screed shall be provided for striking off the bottom layer of concrete when reinforcement is used.

The screed for the surface shall be at least 2 feet (0.6 m) longer than the maximum width of the slab to be struck off. It shall be of approved design, sufficiently rigid to retain its shape, and shall be constructed either of metal or of other suitable material covered with metal. Consolidation shall be attained by the use of suitable vibrators.

e. Floating. After the concrete has been struck off and consolidated, it shall be further smoothed and trued by means of a longitudinal float using one of the following methods:

(1) **Hand Method.** Long-handled floats shall not be less than 12 feet (3.6 m) in length and 6 inches (15 cm) in width, stiffened to prevent flexibility and warping. The float shall be operated from foot bridges spanning but not touching the concrete or from the edge of the pavement. Floating shall pass gradually from one side of the pavement to the other. Forward movement along the centerline of the pavement shall be in successive advances of not more than one-half the length of the float. Any excess water or laitance in excess of 1/8-inch (3 mm) thick shall be removed and wasted.

(2) **Mechanical method.** The Contractor may use a machine composed of a cutting and smoothing float(s), suspended from and guided by a rigid frame and constantly in contact with, the side forms or underlying surface. If necessary, long-handled floats having blades not less than 5 feet (1.5 m) in length and 6 inches (15 cm) in width may be used to smooth and fill in open-textured areas in the pavement. When the crown of the pavement will not permit the use of the mechanical float, the surface shall be floated transversely by means of a long-handled float. Care shall be taken not to work the crown out of the pavement during the operation. After floating, any excess water and laitance in excess of 1/8-inch (3 mm) thick shall be removed and wasted. Successive drags shall be lapped one-half the length of the blade.

f. **Straight-edge Testing and Surface Correction.** After the pavement has been struck off and while the concrete is still plastic, it shall be tested for trueness with a Contractor furnished 16-foot (5 m) straightedge swung from handles 3 feet (1 m) longer than one-half the width of the slab. The straightedge shall be held in contact with the surface in successive positions parallel to the centerline and the whole area gone over from one side of the slab to the other, as necessary. Advancing shall be in successive stages of not more than one-half the length of the straightedge. Any excess water and laitance in excess of 1/8-inch (3 mm) thick shall be removed from the surface of the pavement and wasted. Any depressions shall be immediately filled with freshly mixed concrete, struck off, consolidated, and refinished. High areas shall be cut down and refinished. Special attention shall be given to assure that the surface across joints meets the smoothness requirements of paragraph 501-5.2e(3). Straightedge testing and surface corrections shall continue until the entire surface is found to be free from observable departures from the straightedge and until the slab conforms to the required grade and cross section. The use of long-handled wood floats shall be confined to a minimum; they may be used only in emergencies and in areas not accessible to finishing equipment.

501-4.12 SURFACE TEXTURE. The surface of the pavement shall be finished with either a brush or broom, burlap drag, or artificial turf finish for all newly constructed concrete pavements. It is important that the texturing equipment not tear or unduly roughen the pavement surface during the operation. Any imperfections resulting from the texturing operation shall be corrected to the satisfaction of the Engineer.

a. **Brush or Broom Finish.** If the pavement surface texture is to be a type of brush or broom finish, it shall be applied when the water sheen has practically disappeared. The equipment shall operate transversely across the pavement surface, providing corrugations that are uniform in appearance and approximately 1/16 of an inch (2 mm) in depth.

Not Applicable

b. **Burlap Drag Finish.** If a burlap drag is used to texture the pavement surface, it shall be at least 15 ounces per square yard (555 grams per square meter). To obtain a textured surface, the transverse threads of the burlap shall be removed approximately 1 foot (0.3 m) from the trailing edge. A heavy buildup of grout on the burlap threads produces the desired wide sweeping longitudinal striations on the pavement surface. The corrugations shall be uniform in appearance and approximately 1/16 of an inch (2 mm) in depth.

c. **Artificial Turf Finish.** If artificial turf is used to texture the surface, it shall be applied by dragging the surface of the pavement in the direction of concrete placement with an approved full-width drag made with artificial turf. The leading transverse edge of the artificial turf drag will be securely fastened to a lightweight pole on a traveling bridge. At least 2 feet of the artificial turf shall be in contact with the concrete surface during dragging operations. A variety of different types of artificial turf are available and approval of any one type will be done only after it has been demonstrated by the Contractor to provide a satisfactory texture. One type that has provided satisfactory texture consists of 7,200 approximately 0.85-inches-long polyethylene turf blades per square foot. The corrugations shall be uniform in appearance and approximately 1/16 of an inch (2 mm) in depth.

SKID-RESISTANT SURFACESAW-CUT GROOVING. If shown on the plans, skid resistant surfaces for asphalt pavements shall be provided by construction of saw-cut grooves. Saw-cut grooves must meet the requirements of Item P-621.

501-4.14 CURING. Immediately after finishing operations are completed and marring of the concrete will not occur, the entire surface of the newly placed concrete shall be cured for a 7-day cure period in accordance with one of the methods below. Failure to provide sufficient cover material of whatever kind the Contractor may elect to use, or lack of water to adequately take care of both curing and other requirements, shall be cause for immediate suspension of concreting operations. The concrete shall not be left exposed for more than 1/2 hour during the curing period.

a. Impervious Membrane Method. The entire surface of the pavement shall be sprayed uniformly with white pigmented curing compound immediately after the finishing of the surface and before the set of the concrete has taken place. The curing compound shall not be applied during rainfall. Curing compound shall be applied by mechanical sprayers under pressure at the rate of 1 gallon (4 liters) to not more than 150 square feet (14 square meters). The spraying equipment shall be of the fully atomizing type equipped with a tank agitator. At the time of use, the compound shall be in a thoroughly mixed condition with the pigment uniformly dispersed throughout the vehicle. During application the compound shall be stirred continuously by mechanical means. Hand spraying of odd widths or shapes and concrete surfaces exposed by the removal of forms will be permitted. When hand spraying is approved by the Engineer, a double application rate shall be used to insure coverage. The curing compound shall be of such character that the film will harden within 30 minutes after application. Should the film become damaged from any cause, including sawing operations, within the required curing period, the damaged portions shall be repaired immediately with additional compound or other approved means. Upon removal of side forms, the sides of the exposed slabs shall be protected immediately to provide a curing treatment equal to that provided for the surface.

b. Polyethylene Films. The top surface and sides of the pavement shall be entirely covered with polyethylene sheeting. The units shall be lapped at least 18 inches (457 mm). The sheeting shall be placed and weighted to cause it to remain in contact with the surface and sides. The sheeting shall have dimensions that will extend at least twice the thickness of the pavement beyond the edges of the pavement. Unless otherwise specified, the sheeting shall be maintained in place for 7 days after the concrete has been placed.

c. Waterproof Paper. The top surface and sides of the pavement shall be entirely covered with waterproofed paper. The units shall be lapped at least 18 inches (457 mm). The paper shall be placed and weighted to cause it to remain in contact with the surface covered. The paper shall have dimensions that will extend at least twice the thickness of the pavement beyond the edges of the slab. The surface of the pavement shall be thoroughly saturated prior to placing of the paper. Unless otherwise specified, the paper shall be maintained in place for 7 days after the concrete has been placed.

d. White Burlap-Polyethylene Sheets. The surface of the pavement shall be entirely covered with the sheeting. The sheeting used shall be such length (or width) that it will extend at least twice the thickness of the pavement beyond the edges of the slab. The sheeting shall be placed so that the entire surface and both edges of the slab are completely covered. The sheeting shall be placed and weighted to remain in contact with the surface covered, and the covering shall be maintained fully saturated and in position for 7 days after the concrete has been placed.

(1) Curing in Cold Weather. The concrete shall be maintained at a temperature of at least 50 degrees F (10 degrees C) for a period of 72 hours after placing and at a temperature above freezing for the remainder of the curing time. The Contractor shall be responsible for the quality and strength of the concrete placed during cold weather, and any concrete injured by frost action shall be removed and replaced at the Contractor's expense.

e. Water Method. The entire area shall be covered with burlap or other water absorbing material. The material shall be of sufficient thickness to retain water for adequate curing without excessive runoff. The material

shall be kept wet at all times and maintained for 7 days. When the forms are stripped, the vertical walls shall also be kept moist. It shall be the responsibility of the Contractor to prevent ponding of the curing water on the subbase."

501-4.15 REMOVING FORMS. Unless otherwise specified, forms shall not be removed from freshly placed concrete until it has hardened sufficiently to permit removal without chipping, spalling, or tearing. After the forms have been removed, the sides of the slab shall be cured as outlined in one of the methods indicated in paragraph 501-4.14. Major honeycombed areas shall be considered as defective work and shall be removed and replaced in accordance with paragraph 501-5.2(f).

501-4.16 SEALING JOINTS. The joints in the pavement shall be sealed in accordance with Item P-605.

501-4.17 PROTECTION OF PAVEMENT. The Contractor shall protect the pavement and its appurtenances against both public traffic and traffic caused by the Contractor's employees and agents. This shall include watchmen to direct traffic and the erection and maintenance of warning signs, lights, pavement bridges, crossovers, and protection of unsealed joints from intrusion of foreign material, etc. Any damage to the pavement occurring prior to final acceptance shall be repaired or the pavement replaced at the Contractor's expense. The Contractor shall have available at all times, materials for the protection of the edges and surface of the unhardened concrete. Such protective materials shall consist of rolled polyethylene sheeting at least 4 mils (0.1 mm) thick of sufficient length and width to cover the plastic concrete slab and any edges. The sheeting may be mounted on either the paver or a separate movable bridge from which it can be unrolled without dragging over the plastic concrete surface. When rain appears imminent, all paving operations shall stop and all available personnel shall begin covering the surface of the unhardened concrete with the protective covering.

501-4.18 OPENING TO TRAFFIC. The pavement shall not be opened to traffic until test specimens molded and cured in accordance with ASTM C 31 have attained a flexural strength of 550 pounds per square inch (3,792 kPa) when tested in accordance with ASTM C 78. If such tests are not conducted, the pavement shall not be opened to traffic until 14 days after the concrete was placed. Prior to opening the pavement to construction traffic, all joints shall either be sealed or protected from damage to the joint edge and intrusion of foreign materials into the joint. As a minimum, backer rod or tape may be used to protect the joints from foreign matter intrusion. The pavement shall be cleaned before opening for normal operations.

501-4.19 REPAIR, REMOVAL, REPLACEMENT OF SLABS.

a. General. New pavement slabs that are broken or contain cracks shall be removed and replaced or repaired, as specified hereinafter at no cost to the owner. Spalls along joints shall be repaired as specified. Removal of partial slabs is not permitted. Removal and replacement shall be full depth, shall be full width of the slab, and the limit of removal shall be normal to the paving lane and to each original transverse joint. The engineer will determine whether cracks extend full depth of the pavement and may require cores to be drilled on the crack to determine depth of cracking. Such cores shall be 4-inch (100 mm) diameter, shall be drilled by the Contractor and shall be filled by the Contractor with a well consolidated concrete mixture bonded to the walls of the hole with epoxy resin, using approved procedures. Drilling of cores and refilling holes shall be at no expense to the owner. All epoxy resin used in this work shall conform to ASTM C 881, Type V.

b. Shrinkage Cracks. Shrinkage cracks, which do not exceed 4 inches in depth, shall be cleaned and then pressure injected with epoxy resin, Type IV, Grade 1, using procedures as approved. Care shall be taken to assure that the crack is not widened during epoxy resin injection. All epoxy resin injection shall take place in the presence of the Engineer. Shrinkage cracks, which exceed 4 inches in depth, shall be treated as full depth cracks in accordance with paragraphs 4.19b and 4.19c.

c. Slabs With Cracks through Interior Areas. Interior area is defined as that area more than 6 inches (600 mm) from either adjacent original transverse joint. The full slab shall be removed and replaced at no cost to the owner, when there are any full depth cracks, or cracks greater than 4" in depth, that extend into the interior area.

d. Cracks Close To and Parallel To Joints. All cracks essentially parallel to original joints, extending full depth of the slab, and lying wholly within 6 inches either side of the joint shall be treated as specified hereinafter.

Any crack extending more than 6 inches (600 mm) from the joint shall be treated as specified above in subparagraph "Slabs With Cracks Through Interior Area."

(1) Full Depth Cracks Present, Original Joint Not Opened. When the original uncracked joint has not opened, the crack shall be sawed and sealed, and the original joint filled with epoxy resin as specified below. The crack shall be sawed with equipment specially designed to follow random cracks. The reservoir for joint sealant in the crack shall be formed by sawing to a depth of 3/4 inch (19 mm), plus or minus 1/16 inch (1.6 mm), and to a width of 5/8 inch (16 mm), plus or minus 1/8 inch (3.2 mm). Any equipment or procedure which causes raveling or spalling along the crack shall be modified or replaced to prevent such raveling or spalling. The joint sealant shall be a liquid sealant as specified. Installation of joint seal shall be as specified for sealing joints or as directed. If the joint sealant reservoir has been sawed out, the reservoir and as much of the lower saw cut as possible shall be filled with epoxy resin, Type IV, Grade 2, thoroughly tooled into the void using approved procedures. If only the original narrow saw cut has been made, it shall be cleaned and pressure injected with epoxy resin, Type IV, Grade 1, using approved procedures. If filler type material has been used to form a weakened plane in the transverse joint, it shall be completely sawed out and the saw cut pressure injected with epoxy resin, Type IV, Grade 1, using approved procedures. Where a parallel crack goes part way across paving lane and then intersects and follows the original joint which is cracked only for the remained of the width, it shall be treated as specified above for a parallel crack, and the cracked original joint shall be prepared and sealed as originally designed.

(2) Full Depth Cracks Present, Original Joint Also Cracked. At a joint, if there is any place in the lane width where a parallel crack and a cracked portion of the original joint overlap, the entire slab containing the crack shall be removed and replaced for the full lane width and length.

e. Removal and Replacement of Full Slabs. Where it is necessary to remove full slabs, unless there are keys or dowels present, all edges of the slab shall be cut full depth with a concrete saw. All saw cuts shall be perpendicular to the slab surface. If keys, dowels, or tie bars are present along any edges, these edges shall be sawed full depth 24 inches (150 mm) from the edge if only keys are present, or just beyond the end of the dowels or tie bars if they are present. These joints shall then be carefully sawed on the joint line to within 1 inch (25 mm) of the depth of the dowel or key.

The main slab shall be further divided by sawing full depth, at appropriate locations, and each piece lifted out and removed. Suitable equipment shall be used to provide a truly vertical lift, and approved safe lifting devices used for attachment to the slabs. The narrow strips along keyed or doweled edges shall be carefully broken up and removed using light, hand-held jackhammers, 30 LB (14 kg) or less, or other approved similar equipment.

Care shall be taken to prevent damage to the dowels, tie bars, or keys or to concrete to remain in place. The joint face below keys or dowels shall be suitably trimmed so that there is not abrupt offset in any direction greater than 1/2 inch (12 mm) and no gradual offset greater than 1 inch (25 mm) when tested in a horizontal direction with a 12-foot (3.6 m) straightedge.

No mechanical impact breakers, other than the above hand-held equipment shall be used for any removal of slabs. If underbreak between 1-1/2 and 4 inches (37 and 100 mm) deep occurs at any point along any edge, the area shall be repaired as directed before replacing the removed slab. Procedures directed will be similar to those specified for surface spalls, modified as necessary.

If underbreak over 4 inches (100 mm) deep occurs, the entire slab containing the underbreak shall be removed and replaced. Where there are no dowels, tie bars, or keys on an edge, or where they have been damaged, dowels of the size and spacing as specified for other joints in similar pavement shall be installed by epoxy grouting them into holes drilled into the existing concrete using procedures as specified. Original damaged dowels or tie bars shall be cut off flush with the joint face. Protruding portions of dowels shall be painted and lightly oiled. All 4 edges of the new slab shall thus contain dowels or original keys or original tie bars.

Placement of concrete shall be as specified for original construction. Prior to placement of new concrete, the underlying material (unless it is stabilized) shall be re-compacted and shaped as specified in the appropriate SECTION of these specifications. The surfaces of all four joint faces shall be cleaned of all loose material and contaminants and coated with a double application of membrane forming curing compound as bond breaker. Care

shall be taken to prevent any curing compound from contacting dowels or tie bars. The resulting joints around the new slab shall be prepared and sealed as specified for original construction.

f. Repairing Spalls Along Joints. Where directed, spalls along joints of new slabs, and along parallel cracks used as replacement joints, shall be repaired by first making a vertical saw cut at least 1 inch (25 mm) outside the spalled area and to a depth of at least 2 inches (50 mm). Saw cuts shall be straight lines forming rectangular areas. The concrete between the saw cut and the joint, or crack, shall be chipped out to remove all unsound concrete and at least 1/2 inch (12 mm) of visually sound concrete. The cavity thus formed shall be thoroughly cleaned with high-pressure water jets supplemented with compressed air to remove all loose material. Immediately before filling the cavity, a prime coat of epoxy resin, Type III, Grade I, shall be applied to the dry cleaned surface of all sides and bottom of the cavity, except any joint face. The prime coat shall be applied in a thin coating and scrubbed into the surface with a stiff-bristle brush. Pooling of epoxy resin shall be avoided. The cavity shall be filled with low slump Portland cement concrete or mortar or with epoxy resin concrete or mortar. Concrete shall be used for larger spalls, generally those more than 1/2 cu. ft. (0.014 m³) in size, and mortar SHALL BE USED FOR THE SMALLER ONES. ANY SPALL LESS THAN 0.1 CU. FT. (0.003 m³) shall be repaired only with epoxy resin mortar or a Grade III epoxy resin. Portland cement concrete and mortar mixtures shall be proportioned as directed and shall be mixed, placed, consolidated, and cured as directed. Epoxy resin mortars shall be made with Type III, Grade I, epoxy resin, using proportions and mixing and placing procedures as recommended by the manufacturer and approved by the Engineer. The epoxy resin materials shall be placed in the cavity in layers not over 2 inches (50 mm) thick. The time interval between placement of additional layers shall be such that the temperature of the epoxy resin material does not exceed 140oF (60oC) at any time during hardening. Mechanical vibrators and hand tampers shall be used to consolidate the concrete or mortar. Any repair material on the surrounding surfaces of the existing concrete shall be removed before it hardens. Where the spalled area abuts a joint, an insert or other bond-breaking medium shall be used to prevent bond at the joint face. A reservoir for the joint sealant shall be sawed to the dimensions required for other joints, or as required to be routed for cracks. The reservoir shall be thoroughly cleaned and sealed with the sealer specified for the joints. If any spall penetrates half the depth of the slab or more, the entire slab shall be removed and replaced as previously specified.

501-4.20 EXISTING CONCRETE PAVEMENT REMOVAL AND REPAIR.

All operations shall be carefully controlled to prevent damage to the concrete pavement and to the underlying material to remain in place. All saw cuts shall be made perpendicular to the slab surface.

a. Removal of Existing Pavement Slab. Not applicable.

unable to produce such a joint face, or if underbreak or other distress occurs, the Contractor shall saw the dowels or keys flush with the joint. The Contractor shall then install new dowels, of the size and spacing used for other similar joints, by epoxy resin bonding them in holes drilled in the joint face as specified in paragraph "Placing dowels and Tie-bars. All this shall be at no additional cost to the Owner." [Dowels of the size and spacing indicated shall be installed as shown on the drawings by epoxy resin bonding them in holes drilled in the joint face as specified in paragraph "Placing Dowels and Tie Bars".] The joint face shall be sawed or otherwise trimmed so that there is no abrupt offset in any direction greater than 1/2-inch (12 mm) and no gradual offset greater than 1 inch (25 mm) when tested in a horizontal direction with a 12 ft. (3.6 m) straightedge.

b. Edge Repair. Not Applicable

MATERIAL ACCEPTANCE

501-5.1 ACCEPTANCE SAMPLING AND TESTING. All acceptance sampling and testing, with the exception of coring for thickness determination, necessary to determine conformance with the requirements specified in this section will be performed by the Engineer. Concrete shall be accepted for strength and thickness on a lot basis.

A lot shall consist of:

A day's production not to exceed 300 square yards.

Testing organizations performing these tests shall meet the requirements of ASTM C 1077, including accreditation. The accreditation will include ASTM C 78. The Contractor shall bear the cost of providing curing facilities for the strength specimens, per paragraph 501-5.1a(3), and coring and filling operations, per paragraph 501-5.1b(1).

a. Flexural Strength.

(1) **Sampling.** Each lot shall be divided into four equal sublots. One sample shall be taken for each subplot from the plastic concrete delivered to the job site. Sampling locations shall be determined by the Engineer in accordance with random sampling procedures contained in ASTM D 3665. The concrete shall be sampled in accordance with ASTM C 172.

(2) **Testing.** Two (2) specimens shall be made from each sample. Specimens shall be made in accordance with ASTM C 31 and the flexural strength of each specimen shall be determined in accordance with ASTM C 78. The flexural strength for each subplot shall be computed by averaging the results of the two test specimens representing that subplot.

Immediately prior to testing for flexural strength, the beam shall be weighed and measured for determination of a sample unit weight. Measurements shall be made for each dimension; height, depth, and length, at the mid-point of the specimen and reported to the nearest tenth of an inch. The weight of the specimen shall be reported to the nearest 0.1 pound. The sample unit weight shall be calculated by dividing the sample weight by the calculated volume of the sample. This information shall be reported as companion information to the measured flexural strength for each specimen.

The samples will be transported while in the molds. The curing, except for the initial cure period, will be accomplished using the immersion in saturated lime water method.

Slump, air content, and temperature tests will also be conducted by the quality assurance laboratory for each set of strength test samples, per ASTM C 31.

(3) **Curing.** The Contractor shall provide adequate facilities for the initial curing of beams. During the 24 hours after molding, the temperature immediately adjacent to the specimens must be maintained in the range of 60 to 80 degrees F (16 to 27 degrees C), and loss of moisture from the specimens must be prevented. The specimens may be stored in tightly constructed wooden boxes, damp sand pits, temporary buildings at construction sites, under wet burlap in favorable weather, or in heavyweight closed plastic bags, or using other suitable methods, provided the temperature and moisture loss requirements are met.

(4) **Acceptance.** Acceptance of pavement for flexural strength will be determined by the Engineer in accordance with paragraph 501-5.2b.

b. Pavement Thickness.

(1) **Sampling.** Each lot shall be divided into four equal sublots and one core shall be taken by the Contractor for each subplot. Sampling locations shall be determined by the Engineer in accordance with random sampling procedures contained in ASTM D 3665. Areas, such as thickened edges, with planned variable thickness, shall be excluded from sample locations.

Cores shall be neatly cut with a core drill. The Contractor shall furnish all tools, labor, and materials for cutting samples and filling the cored hole. Core holes shall be filled by the Contractor with a non-shrink grout approved by the Engineer within one day after sampling.

(2) **Testing.** The thickness of the cores shall be determined by the Engineer by the average caliper measurement in accordance with ASTM C 174.

(3) Acceptance. Acceptance of pavement for thickness shall be determined by the Engineer in accordance with paragraph 501-5.2c.

c. Partial Lots. When operational conditions cause a lot to be terminated before the specified number of tests have been made for the lot, or when the Contractor and Engineer agree in writing to allow overages or minor placements to be considered as partial lots, the following procedure will be used to adjust the lot size and the number of tests for the lot.

Where three sublots have been produced, they shall constitute a lot. Where one or two sublots have been produced, they shall be incorporated into the next lot or the previous lot and the total number of sublots shall be used in the acceptance criteria calculation, i.e., $n=5$ or $n=6$.

d. Outliers. All individual flexural strength tests within a lot shall be checked for an outlier (test criterion) in accordance with ASTM E 178, at a significance level of 5 percent. Outliers shall be discarded, and the PWL shall be determined using the remaining test values.

501-5.2 ACCEPTANCE CRITERIA.

a. General. Acceptance will be based on the following characteristics of the completed pavement:

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|------------------------------|--------------------------------|
| (1) Flexural strength | (4) Grade |
| (2) Thickness | (5) Edge slump |
| (3) Smoothness | (6) Dowel bar alignment |

Flexural strength and thickness shall be evaluated for acceptance on a lot basis using the method of estimating percentage of material within specification limits (PWL). Acceptance using PWL considers the variability (standard deviation) of the material and the testing procedures, as well as the average (mean) value of the test results to calculate the percentage of material that is above the lower specification tolerance limit (L).

Acceptance for flexural strength will be based on the criteria contained in accordance with paragraph 501-5.2e(1). Acceptance for thickness will be based on the criteria contained in paragraph 501-5.2e(2). Acceptance for smoothness will be based on the criteria contained in paragraph 501-5.2e(3). Acceptance for grade will be based on the criteria contained in paragraph 501-5.2e(4).

The Engineer may at any time, notwithstanding previous plant acceptance, reject and require the Contractor to dispose of any batch of concrete mixture which is rendered unfit for use due to contamination, segregation, or improper slump. Such rejection may be based on only visual inspection. In the event of such rejection, the Contractor may take a representative sample of the rejected material in the presence of the Engineer, and if it can be demonstrated in the laboratory, in the presence of the Engineer, that such material was erroneously rejected, payment will be made for the material at the contract unit price.

b. Flexural Strength. Acceptance of each lot of in-place pavement for flexural strength shall be based on PWL. The Contractor shall target production quality to achieve 90 PWL or higher.

c. Pavement Thickness. Acceptance of each lot of in-place pavement shall be based on PWL. The Contractor shall target production quality to achieve 90 PWL or higher.

d. Percentage of Material Within Limits (PWL). The percentage of material within limits (PWL) shall be determined in accordance with procedures specified in Section 110 of the General Provisions.

The lower specification tolerance limit (L) for flexural strength and thickness shall be:

Lower Specification Tolerance Limit (L)

Flexural Strength	$0.93 \times \text{strength specified in paragraph 501-3.1}$
Thickness	Lot Plan Thickness in inches – 0.50 inches

e. Acceptance Criteria.

(1) **Flexural Strength.** If the PWL of the lot equals or exceeds 90 percent, the lot shall be acceptable. Acceptance and payment for the lot shall be determined in accordance with paragraph 501-8.1.

(2) **Thickness.** If the PWL of the lot equals or exceeds 90 percent, the lot shall be acceptable. Acceptance and payment for the lot shall be determined in accordance with paragraph 501-8.1.

(3) **Smoothness.** As soon as the concrete has hardened sufficiently, the pavement surface shall be tested with a 16-foot (5 m) straightedge or other specified device. Surface smoothness deviations shall not exceed 1/4 inch (6 mm) from a 16-foot (5 m) straightedge placed in any direction, including placement along and spanning any pavement joint edge.

Areas in a slab showing high spots of more than 1/4 inch (6 mm) but not exceeding 1/2 inch (13 mm) in 16 feet (5 m) shall be marked and immediately ground down with an approved grinding machine to an elevation that will fall within the tolerance of 1/4 inch (6 mm) or less. Where the departure from correct cross section exceeds 1/2 inch (13 mm), the pavement shall be removed and replaced at the expense of the Contractor when so directed by the Engineer.

(4) **Grade.** An evaluation of the surface grade shall be made by the Engineer for compliance to the tolerances contained below. Records shall be maintained showing all grade measurements.

Lateral Deviation. Lateral deviation from established alignment of the pavement edge shall not exceed plus or minus 0.10 foot (30 mm) in any lane.

Vertical Deviation. Vertical deviation from established grade shall not exceed plus or minus 0.04 foot (12 mm) at any point.

(5) **Edge Slump.** When slip-form paving is used, not more than 15 percent of the total free edge of each 500 foot (150 m) segment of pavement, or fraction thereof, shall have an edge slump exceeding 1/4-inch (6 mm), and none of the free edge of the pavement shall have an edge slump exceeding 3/8-inch (10 mm). (The total free edge of 500 feet (150 m) of pavement will be considered the cumulative total linear measurement of pavement edge originally constructed as nonadjacent to any existing pavement; i.e., 500 feet (150 m) of paving lane originally constructed as a separate lane will have 1,000 feet (300 m) of free edge, 500 feet (150 m) of fill-in lane will have no free edge, etc.). The area affected by the downward movement of the concrete along the pavement edge shall be limited to not more than 18 inches (457 mm) from the edge. When excessive edge slump cannot be corrected before the concrete has hardened, the area with excessive edge slump shall be removed and replaced at the expense of the Contractor when so directed by the Engineer.

(6) **Dowel Bar Alignment.** Dowel bars and assemblies shall be checked for position and alignment. The maximum permissible tolerance on dowel bar alignment in each plane, horizontal and vertical, shall not exceed 2 percent or 1/4 inch per foot (20 mm per meter) of a dowel bar. Vertical alignment of dowels shall be measured parallel to the designed top surface of the pavement, except for those across the crown or other grade change joints. Dowels across crowns and other joints at grade changes, shall be measured to a level surface. Horizontal alignment shall be checked perpendicular to the joint edge.

f. **Removal and Replacement of Concrete.** Any area or section of concrete that is removed and replaced shall be removed and replaced back to planned joints. The Contractor shall replace damaged dowels and the requirements for doweled longitudinal construction joints in paragraph 501-4.10 shall apply to all contraction joints exposed by concrete removal. Removal and replacement shall be in accordance with paragraph 501-4.19 of this specification.

CONTRACTOR QUALITY CONTROL

501-6.1 QUALITY CONTROL PROGRAM. The Contractor shall develop a Quality Control Program in accordance with Section 100 of the General Provisions. The program shall address all elements that effect the quality of the pavement including but not limited to:

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|-------------------------|------------------------------|-------------------------------------|
| a. Mix Design | e. Proportioning | i. Dowel Placement and Alignment |
| b. Aggregate Gradation | f. Mixing and Transportation | j. Flexural or Compressive Strength |
| c. Quality of Materials | g. Placing and Consolidation | k. Finishing and Curing |
| d. Stockpile Management | h. Joints | l. Surface Smoothness |

501-6.2 QUALITY CONTROL TESTING. The Contractor shall perform all quality control tests necessary to control the production and construction processes applicable to this specification and as set forth in the Quality Control Program. The testing program shall include, but not necessarily be limited to, tests for aggregate gradation, aggregate moisture content, slump, and air content.

A Quality Control Testing Plan shall be developed as part of the Quality Control Program.

a. Fine Aggregate.

(1) **Gradation.** A sieve analysis shall be made at least twice daily in accordance with ASTM C 136 from randomly sampled material taken from the discharge gate of storage bins or from the conveyor belt.

(2) **Moisture Content.** If an electric moisture meter is used, at least two direct measurements of moisture content shall be made per week to check the calibration. If direct measurements are made in lieu of using an electric meter, two tests shall be made per day. Tests shall be made in accordance with ASTM C 70 or ASTM C 566.

b. Coarse Aggregate.

(1) **Gradation.** A sieve analysis shall be made at least twice daily for each size of aggregate. Tests shall be made in accordance with ASTM C 136 from randomly sampled material taken from the discharge gate of storage bins or from the conveyor belt.

(2) **Moisture Content.** If an electric moisture meter is used, at least two direct measurements of moisture content shall be made per week to check the calibration. If direct measurements are made in lieu of using an electric meter, two tests shall be made per day. Tests shall be made in accordance with ASTM C 566.

c. Slump. Four slump tests shall be performed for each lot of material produced in accordance with the lot size defined in Section 501-5.1. One test shall be made for each subplot. Slump tests shall be performed in accordance with ASTM C 143 from material randomly sampled from material discharged from trucks at the paving site. Material samples shall be taken in accordance with ASTM C 172.

d. Air Content. Four air content tests, shall be performed for each lot of material produced in accordance with the lot size defined in Section 501-5.1. One test shall be made for each subplot. Air content tests shall be performed in accordance with ASTM C 231 for gravel and stone coarse aggregate and ASTM C 173 for slag or other porous coarse aggregate, from material randomly sampled from trucks at the paving site. Material samples shall be taken in accordance with ASTM C 172.

e. Four unit weight and yield tests shall be made in accordance with ASTM C 138. The samples shall be taken in accordance with ASTM C 172 and at the same time as the air content tests.

501-6.3 CONTROL CHARTS. The Contractor shall maintain linear control charts for fine and coarse aggregate gradation, slump, and air content.

Control charts shall be posted in a location satisfactory to the Engineer and shall be kept up to date at all times. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and suspension Limits, or Specification limits, applicable to each test parameter, and the Contractor's test results. The Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If the Contractor's projected data during production indicates a potential problem and the Contractor is not taking satisfactory corrective action, the Engineer may halt production or acceptance of the material.

a. Fine and Coarse Aggregate Gradation. The Contractor shall record the running average of the last five gradation tests for each control sieve on linear control charts. Specification limits contained in Tables 1 and 2 shall be superimposed on the Control Chart for job control.

b. Slump and Air Content. The Contractor shall maintain linear control charts both for individual measurements and range (i.e. difference between highest and lowest measurements) for slump and air content in accordance with the following Action and Suspension Limits.

CONTROL CHART LIMITS			
Control Parameter	Individual Measurements		Range Suspension Limit
	Action Limit	Suspension Limit	
Slip Form:			
Slump	+0 to -1 inch (0-25mm)	+0.5 to -1.5 inch (13-38mm)	+/- 1.5 inch (38 mm)
Air Content	+/- 1.2%	+/- 1.8%	+/- 2.5%
Fixed Form			
Slump	+ 0.5 to -1 inch (13-25mm)	+1 to -1.5 inch (25-38mm)	+/- 1.5 inch (38mm)
Air Content	+/- 1.2%	+/- 1.8%	+/- 2.5%

The individual measurement control charts shall use the mix design target values as indicators of central tendency.

501-6.4 CORRECTIVE ACTION. The Contractor Quality Control Program shall indicate that appropriate action shall be taken when the process is believed to be out of control. The Contractor Quality Control Program shall detail what action will be taken to bring the process into control and shall contain sets of rules to gauge when a process is out of control. As a minimum, a process shall be deemed out of control and corrective action taken if any one of the following conditions exists.

a. Fine and Coarse Aggregate Gradation. When two consecutive averages of five tests are outside of the Tables 1 or 2 specification limits, immediate steps, including a halt to production, shall be taken to correct the grading.

b. Fine and Coarse Aggregate Moisture Content. Whenever the moisture content of the fine or coarse aggregate changes by more than 0.5 percent, the scale settings for the aggregate batcher(s) and water batcher shall be adjusted.

c. Slump. The Contractor shall halt production and make appropriate adjustments whenever:

- (1) one point falls outside the Suspension Limit line for individual measurements or range; or
- (2) two points in a row fall outside the Action Limit line for individual measurements.

d. Air Content. The Contractor shall halt production and adjust the amount of air-entraining admixture whenever:

- (1) one point falls outside the Suspension Limit line for individual measurements or range; or

- (2) two points in a row fall outside the Action Limit line for individual measurements.

Whenever a point falls outside the Action Limits line, the air-entraining admixture dispenser shall be calibrated to ensure that it is operating correctly and with good reproducibility.

METHOD OF MEASUREMENT

501-8.1 PAYMENT. Payment for accepted concrete pavement shall be made at the contract unit price adjusted in accordance with paragraph 501-8.1a, subject to the limitation that:

The total project payment for concrete pavement shall not exceed 100 percent of the product of the contract unit price and the total number of concrete pavement used in the accepted work (See Note 2 under Table 3).

Payment shall be full compensation for all labor, materials, tools, equipment, and incidentals required to complete the work as specified herein and on the drawings.

a. Basis of Adjusted Payment. The pay factor for each individual lot shall be calculated in accordance with Table 3. A pay factor shall be calculated for both flexural strength and thickness. The lot pay factor shall be the higher of the two values when calculations for both flexural strength and thickness are 100 percent or higher. The lot pay factor shall be the product of the two values when only one of the calculations for either flexural strength or thickness is 100 percent or higher. The lot pay factor shall be the lower of the two values when calculations for both flexural strength and thickness are less than 100 percent.

TABLE 3. PRICE ADJUSTMENT SCHEDULE ¹

Percentage of Material Within Specification Limits (PWL)	Lot Pay Factor (Percent of Contract Unit Price)
96 – 100	106
90 – 95	PWL + 10
75 – 90	0.5PWL + 55
55 – 74	1.4PWL – 12
Below 55	Reject ²

¹ ALTHOUGH IT IS THEORETICALLY POSSIBLE TO ACHIEVE A PAY FACTOR OF 106 PERCENT FOR EACH LOT, ACTUAL PAYMENT IN EXCESS OF 100 PERCENT SHALL BE SUBJECT TO THE TOTAL PROJECT PAYMENT LIMITATION SPECIFIED IN PARAGRAPH 501-8.1.

² The lot shall be removed and replaced. However, the Engineer may decide to allow the rejected lot to remain. In that case, if the Engineer and Contractor agree in writing that the lot shall not be removed, it shall be paid for at 50 percent of the contract unit price AND THE TOTAL PROJECT PAYMENT LIMITATION SHALL BE REDUCED BY THE AMOUNT WITHHELD FOR THE REJECTED LOT.

For each lot accepted, the adjusted contract unit price shall be the product of the lot pay factor for the lot and the contract unit price. Payment shall be subject to the total project payment limitation specified in paragraph 501-8.1. Payment in excess of 100 percent for accepted lots of concrete pavement shall be used to offset payment for accepted lots of concrete pavement that achieve a lot pay factor less than 100 percent.

b. Payment. Payment shall be made under:

Item P-501 Portland Cement Concrete Pavement – 7" Thick—per square yard.

c. Basis of adjusted payment for Smoothness. Price adjustment for pavement smoothness will apply to the total area of concrete within a section of pavement and shall be applied in accordance the following equation and schedule:

(Sq yds in section) x (original unit price per sq yds) x PFm =
= reduction in payment for area within section

Average Profile Index (Inches per mile)			Contract Unit Price Adjustment PFm
pavement strength rating			
over 30,000 lb	30,000 lb or less	Short Sections	
0 - 7	0 - 10	0 - 15	0.00
7.1 - 9	10.1 - 11	15.1 - 16	0.02
9.1 - 11	11.1 - 12	16.1 - 17	0.04
11.1 - 13	12.1 - 13	17.1 - 18	0.06
13.1 - 14	13.1 - 14	18.1 - 20	0.08
14.1 - 15	14.1 - 15	20.1 - 22	0.10
15.1 & up	15.1 & up	22.1 & up	corrective work required

TESTING REQUIREMENTS

ASTM C 31	Making and Curing Concrete Test Specimens in the Field
ASTM C 39	Compressive Strength of Cylindrical Concrete Specimens
ASTM C 70	Surface Moisture in Fine Aggregate
ASTM C 78	Test for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)
ASTM C 88	Test for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 131	Test for Resistance to Abrasion of Small Size Coarse Aggregate by Use of the Los Angeles Machine
ASTM C 136	Sieve Analysis of Fine and Coarse Aggregates
ASTM C 138	Test for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
ASTM C 143	Test for Slump of Hydraulic Cement Concrete
ASTM C 172	Sampling Freshly Mixed Concrete
ASTM C 173	Test for Air Content of Freshly Mixed Concrete by the Volumetric Method
ASTM C 174	Measuring Thickness of Concrete Elements Using Drilled Concrete Cores
ASTM C 227	Potential Alkali Reactivity of Cement-Aggregate Combinations (Mortar-Bar Method)
ASTM C 231	Test for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 289	Potential Alkali-Silica Reactivity of Aggregates (Chemical Method)
ASTM C 295	Petrographic Examination of Aggregates for Concrete
ASTM C 114	Chemical Analysis of Hydraulic Cement
ASTM C 535	Test for Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine

ASTM C 566	Total Evaporable Moisture Content of Aggregates by Drying
ASTM C 642	Test for Density, Absorption, and Voids in Hardened Concrete
ASTM C 666	Resistance of Concrete to Rapid Freezing and Thawing
ASTM C 1077	Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction And Criteria for Laboratory Evaluation
ASTM C 1260	Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
ASTM D 3665	Random Sampling of Paving Materials
ASTM D 4791	Test Method for Flat or Elongated Particles in Coarse Aggregate
ASTM E 178	Dealing With Outlying Observations
ASTM E 1274	Test for Measuring Pavement Roughness Using a Profilograph
AASHTO T 26	Quality of Water to be Used in Concrete

MATERIAL REQUIREMENTS

ASTM A 184	Specification for Fabricated Deformed Steel Bar Mats for Concrete Reinforcement
ASTM A 185	Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement
ASTM A 497	Specification for Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement
ASTM A 615	Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM A 704	Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement
ASTM A 714	Specification for High-Strength Low-Alloy Welded and Seamless Steel Pipe
ASTM A 996	Specification for Rail-Steel and Axle Steel Deformed Bars for Concrete Reinforcement
ASTM C 33	Specification for Concrete Aggregates
ASTM C 94	Specification for Ready-Mixed Concrete
ASTM C 150	Specification for Portland Cement
ASTM C 171	Specification for Sheet Materials for Curing Concrete
ASTM C 260	Specification for Air-Entraining Admixtures for Concrete
ASTM C 309	Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C 494	Specification for Chemical Admixtures for Concrete
ASTM C 595	Specification for Blended Hydraulic Cements
ASTM C 618	Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete

ASTM C 881	Specification for Epoxy-Resin Base Bonding System for Concrete
ASTM C 989	Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars
ASTM D 1751	Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
ASTM D 1752	Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving And Structural Construction
ACI 305R	Hot Weather Concreting
ACI 306R	Cold Weather Concreting
ACI 309	Guide for Consolidation of Concrete
MIL-DTL-24441/20a (1999)_Paint, Epoxy-Polyamide, Green Primer, Formula 150, Type III Department of Defense	

END ITEM P-501

ITEM P-603: BITUMINOUS TACK COAT

DESCRIPTION

603-101 This item shall consist of preparing and treating a bituminous or concrete surface with bituminous material in accordance with these specifications and in reasonably close conformity to the lines show on the plans.

MATERIALS

603-2.1 BITUMINOUS MATERIALS. The bituminous material shall be either cutback asphalt, emulsified asphalt, or tar and shall conform to the requirements of Table 1. The type, grade, controlling specification, and application temperature of bituminous material to be used shall be specified by the Engineer.

TABLE 1. BITUMINOUS MATERIAL

		Application Temperature	
Type and Grade	Specification	Deg. F	Deg. C
Emulsified Asphalt			
SS-1, SS-1h	ASTM D 977	75-130	25-55
CSS-1, CSS-1h	ASTM D 2397	75-130	25-55
Cutback Asphalt			
RC-70	ASTM D 2028	120-160	50-70
Tar			
RTCB 5, RTCB 6	AASHTO M 52	60-120	15-50

CONSTRUCTION METHODS

603-3.1 WEATHER LIMITATIONS. The tack coat shall be applied only when the existing surface is dry and the atmospheric temperature is above 60 F (15 C). The temperature requirements may be waived, but only when so directed by the Engineer.

603-3.2 EQUIPMENT. The Contractor shall provide equipment for heating and applying the bituminous material.

The distributor shall be designed, equipped, maintained, and operated so that bituminous material at even heat may be applied uniformly on variable widths of surface at the specified

rate. The allowable variation from the specified rate shall not exceed 10 percent. Distributor equipment shall include a tachometer, pressure gages, volume-measuring devices or a calibrated tank, and a thermometer for measuring temperatures of tank contents. The distributor shall be self-powered and shall be equipped with a power unit for the pump and full circulation spray bars adjustable laterally and vertically.

A power broom and/or blower shall be provided for any required cleaning of the surface to be treated.

603-3.3 APPLICATION OF BITUMINOUS MATERIAL. Immediately before applying the tack coat, the full width of surface to be treated shall be swept with a power broom and/or airblast to remove all loose dirt and other objectionable material.

Emulsified asphalt shall be diluted by the addition of water when directed by the Engineer and shall be applied a sufficient time in advance of the paver to ensure that all water has evaporated before any of the overlying mixture is placed on the tacked surface.

The bituminous material including vehicle or solvent shall be uniformly applied with a bituminous distributor at the rate of 0.05 to 0.15 gallons per square yard (0.24 to 0.72 liters per square meter) depending on the condition of the existing surface. The type of bituminous material and application rate shall be approved by the Engineer prior to application.

Following the application, the surface shall be allowed to cure without being disturbed for such period of time as may be necessary to permit drying out and setting of the tack coat. This period shall be determined by the Engineer. The surface shall then be maintained by the Contractor until the next course has been placed. Suitable precautions shall be taken by the Contractor to protect the surface against damage during this interval.

603-3.4 BITUMINOUS MATERIAL-CONTRACTOR'S RESPONSIBILITY. Samples of the bituminous material that the Contractor proposes to use, together with a statement as to its source and character, must be submitted and approved before use of such material begins. The Contractor shall require the manufacturer or producer of the bituminous material to furnish material subject to this and all other pertinent requirements of the contract. Only satisfactory materials so demonstrated by service tests, shall be acceptable.

The Contractor shall furnish the vendor's certified test reports for each carload, or equivalent, of bituminous material shipped to the project. The report shall be delivered to the Engineer before permission is granted for use of the material. The furnishing of the vendor's certified test report for the bituminous material shall not be interpreted as a basis for final acceptance. All such test reports shall be subject to verification by testing samples of material received for use on the project.

603-3.5 FREIGHT AND WEIGH BILLS. Before the final estimate is allowed, the Contractor shall file with the Engineer receipted bills when railroad shipments are made, and certified weight bills when materials are received in any other manner, of the bituminous materials actually used in the construction covered by the contract. The Contractor shall not remove

bituminous material from the tank car or storage tank until the initial outage and temperature measurements have been taken by the Engineer, nor shall the car or tank be released until the final outage has been taken by the Engineer. Copies of freight bills and weigh bills shall be furnished to the Engineer during the progress of the work.

METHOD OF MEASUREMENT

- 603-4.1** The bituminous material for tack coat shall be measured by the gallon. Volume shall be corrected to the volume at 60°F (15°C) in accordance with ASTM D 1250 for cutback asphalt, ASTM D 633 for tar, and Table
- 603-4.2** IV-3 of The Asphalt Institute's Manual MS-6 for emulsified asphalt. Water added to emulsified asphalt will not be measured for payment.

BASIS OF PAYMENT

603.5-1 Payment shall be made at the contract unit price per gallon of bituminous material. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-603	Bituminous Tack Coat—per gallon
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MATERIAL REQUIREMENTS

ASTM D 633	Volume Correction Table for Road Tar
ASTM D 977	Emulsified Asphalt
ASTM D 1250	Petroleum Measurement Tables
ASTM D 2028	Liquid Asphalt (Rapid-Curing Type)
ASTM D 2397	Cationic Emulsified Asphalt
AASHTO M 52	Tar for Use in Road Construction
Asphalt Institute	Temperature-Volume Corrections for Emulsified Asphalts Manual MS-6 Table IV-3

END ITEM P-603

ITEM P-610 STRUCTURAL PORTLAND CEMENT CONCRETE

DESCRIPTION

610-1.1 This item shall consist of **reinforced** structural portland cement concrete, prepared and constructed in accordance with these specifications, at the locations and of the form and dimensions shown on the plans.

MATERIALS

610-2.1 GENERAL. Only approved materials, conforming to the requirements of these specifications, shall be used in the work. They may be subjected to inspection and tests at any time during the progress of their preparation or use. The source of supply of each of the materials shall be approved by the Engineer before delivery or use is started. Representative preliminary samples of the materials shall be submitted by the Contractor, when required, for examination and test. Materials shall be scored and handled to insure the preservation of their quality and fitness for use and shall be located to facilitate prompt inspection. All equipment for handling and transporting materials and concrete must be clean before any material or concrete is placed therein.

In no case shall the use of pit-run or naturally mixed aggregates be permitted. Naturally mixed aggregate shall be screened and washed, and all fine and coarse aggregates shall be stored separately and kept clean. The mixing of different kinds of aggregates from different sources in one storage pile or alternating batches of different aggregates will not be permitted.

Aggregates shall be tested for deleterious reactivity with alkalis in the cement that may cause excessive expansion of the concrete. Acceptance of aggregates shall be based upon satisfactory evidence furnished by the Contractor that the aggregates, combined with other mixture constituents, do not produce excessive expansion in the concrete. This evidence shall include service records of concrete of comparable properties under similar conditions or exposure and certified records of tests by a testing laboratory that meets the requirements of ASTM C 1077. Tests shall be made in accordance with ASTM C 1260. Test specimens shall be produced using all components (e.g. coarse aggregate, fine aggregate, cement and fly ash...) to be included in the produced concrete. If the mean expansion of the test specimens, tested in accordance with ASTM C 1260, does not exceed 0.10 % at 16 days from casting the aggregates shall be accepted. If the mean expansion at 16 days is greater than 0.10% but less than 0.15%, the aggregate may be accepted based upon satisfactory service records and acceptance of the aggregate by a State Highway Department specifically addressing Alkali-Silica Reactivity. If the expansion is greater than 0.15%, the aggregate shall not be accepted for use.

610-2.2 COARSE AGGREGATE. The coarse aggregate for concrete shall meet the requirements of ASTM C 33. Crushed stone aggregate shall have a durability factor, as determined by ASTM C 666, greater than or equal to 95. The Engineer may consider and reserve final approval of other State classification procedures addressing aggregate durability.

Coarse aggregate shall be well graded from coarse to fine and shall meet one of the gradations shown in Table 1, using ASTM C 136.

610-2.3 FINE AGGREGATE. The fine aggregate for concrete shall meet the requirements of ASTM C 33.

The fine aggregate shall be well graded from fine to coarse and shall meet the requirements of Table 2 when tested in accordance with ASTM C 136:

TABLE 1. GRADATION FOR COARSE AGGREGATE

Sieve Designation (square openings)	Percentage by Weight Passing Sieves						
	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No.4
No. 4 to 3/4 in. (4.75-19.0 mm)			100	90-100		20-55	0-10
No. 4 to 1 in. (4.75-25.0 mm)		100	90-100		25-60		0-10
No. 4 to 1-1/2 in. (4.75-38.1 mm)	100	95-100		35-70		10-30	0-5

TABLE 2. GRADATION FOR FINE AGGREGATE

Sieve Designation (square openings)	Percentage by Weight Passing Sieves
3/8 inch (9.5 mm)	100
No. 4 (4.75 mm)	95-100
No. 16 (1.18 mm)	45-80
No. 30 (0.60 mm)	25-55
No. 50 (0.30 mm)	10-30
No. 100 (0.15 mm)	2-10

Blending will be permitted, if necessary, in order to meet the gradation requirements for fine aggregate. Fine aggregate deficient in the percentage of material passing the No. 50 mesh sieve may be accepted, provided that such deficiency does not exceed 5% and is remedied by the addition of pozzolanic or cementitious materials other than portland cement, as specified in 610-2.6 on admixtures, in sufficient quantity to produce the required workability as approved by the Engineer.

610-2.4 CEMENT.

The Contractor shall furnish vendors' certified test reports for each carload, or equivalent, of cement shipped to the project. The report shall be delivered to the Engineer before permission to use the cement is granted. All such test reports shall be subject to verification by testing sample materials received for use on the project.

610-2.5 WATER. The water used in concrete shall be free from sewage, oil, acid, strong alkalies, vegetable matter, and clay and loam. If the water is of questionable quality, it shall be tested in accordance with AASHTO T 26.

610-2.6 ADMIXTURES. The use of any material added to the concrete mix shall be approved by the Engineer. Before approval of any material, the Contractor shall be required to submit the results of complete physical and chemical analyses made by an acceptable testing laboratory. Subsequent tests shall be made of samples taken by the Engineer from the supply of the material being furnished or proposed for use on the work to determine whether the admixture is uniform in quality with that approved.

Pozzolanic admixtures shall be fly ash or raw or calcined natural pozzolons meeting the requirements of ASTM C 618.

Air-entraining admixtures shall meet the requirements of ASTM C 260. Air-entraining admixtures shall be added at the mixer in the amount necessary to produce the specified air content.

Water-reducing, set-controlling admixtures shall meet the requirements of ASTM C 494, Type A, water-reducing or Type D, water-reducing and retarding. Water-reducing admixtures shall be added at the mixer separately from air-entraining admixtures in accordance with the manufacturer's printed instructions.

610-2.7 PREMOLDED JOINT MATERIAL. Premolded joint material for expansion joints shall meet the requirements of ASTM D 1751.

610-2.8 JOINT FILLER. The filler for joints shall meet the requirements of Item P-605, unless otherwise specified in the proposal.

610-2.9 STEEL REINFORCEMENT. Reinforcing shall consist of deformed bars.

Welded Steel Wire Fabric	ASTM A 185
Welded Deformed Steel Fabric	ASTM A 497
Bar Mats	ASTM A 184 or A 704

610-2.10 COVER MATERIALS FOR CURING. Curing materials shall conform to one of the following specifications:

Waterproof paper for curing concrete	ASTM C 171
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Polyethylene Sheeting for Curing Concrete	ASTM C 171
Liquid Membrane-Forming Compounds for Curing Concrete	ASTM C 309, Type 2

CONSTRUCTION METHODS

610-3.1 GENERAL. The Contractor shall furnish all labor, materials, and services necessary for, and incidental to, the completion of all work as shown on the drawings and specified herein. All machinery and equipment owned or controlled by the Contractor, which he proposes to use on the work, shall be of sufficient size to meet the requirements of the work, and shall be such as to produce satisfactory work; all work shall be subject to the inspection and approval of the Engineer.

610-3.2 CONCRETE COMPOSITION. The concrete shall develop a compressive strength of **4200** psi in 28 days as determined by test cylinders made in accordance with ASTM C 31 and tested in accordance with ASTM C 39. The concrete shall contain not less than 470 pounds of cement per cubic yard (280 kg per cubic meter). The concrete shall contain 5 percent of entrained air, plus or minus 1 percent, as determined by ASTM C 231 and shall have a slump of not more than 4 inches (10 cm) as determined by ASTM C 143.

610-3.3 ACCEPTANCE SAMPLING AND TESTING. Concrete for each structure will be accepted on the basis of the compressive strength specified in paragraph 3.2. The concrete shall be sampled in accordance with ASTM C 172. Compressive strength specimens shall be made in accordance with ASTM C 31 and tested in accordance with ASTM C 39.

Concrete cylindrical test specimens shall be made in accordance with ASTM C 31 and tested in accordance with ASTM C 39. The Contractor shall cure and store the test specimens under such conditions as directed. The Engineer will make the actual tests on the specimens at no expense to the contractor.

610-3.4 PROPORTIONING AND MEASURING DEVICES. When package cement is used, the quantity for each batch shall be equal to one or more whole sacks of cement. The aggregates shall be measured separately by weight. If aggregates are delivered to the mixer in batch trucks, the exact amount for each mixer charge shall be contained in each batch compartment. Weighing boxes or hoppers shall be approved by the Engineer and shall provide means of regulating the flow of aggregates into the batch box so that the required and exact weight of aggregates can be readily obtained.

610-3.5 CONSISTENCY. The consistency of the concrete shall be checked by the slump test specified in ASTM C 143.

610-3.6 MIXING. Concrete may be mixed at the construction site, at a central point, or wholly or in part in truck mixers. The concrete shall be mixed and delivered in accordance with the requirements of ASTM C 94.

610-3.7 MIXING CONDITIONS. The concrete shall be mixed only in quantities required for immediate use. Concrete shall not be mixed while the air temperature is below 40°F (4°C) without permission of the Engineer. If permission is granted for mixing under such conditions, aggregates or water, or both, shall be heated and the concrete shall be placed at a temperature not less than 50°F (10°C) nor more than 100°F (38°C). The Contractor shall be held responsible for any defective work, resulting from freezing or injury in any manner during placing and curing, and shall replace such work at his/her expense.

Retempering of concrete by adding water or any other material shall not be permitted.

The delivery of concrete to the job shall be in such a manner that batches of concrete will be deposited at uninterrupted intervals.

610-3.8 FORMS. Concrete shall not be placed until all the forms and reinforcements have been inspected and approved by the Engineer. Forms shall be of suitable material and shall be of the type, size, shape, quality, and strength to build the structure as designed on the plans. The forms shall be true to line and grade and shall be mortar-tight and sufficiently rigid to prevent displacement and sagging between supports. The Contractor shall bear responsibility for their adequacy. The surfaces of forms shall be smooth and free from irregularities, dents, sags, and holes.

The internal ties shall be arranged so that, when the forms are removed, no metal will show in the concrete surface or discolor the surface when exposed to weathering. All forms shall be wetted with water or with a non-staining mineral oil, which shall be applied shortly before the concrete is placed. Forms shall be constructed so that they can be removed without injuring the concrete or concrete surface. The forms shall not be removed before the expiration of at least 30 hours from vertical faces, walls, slender columns, and similar structures; forms supported by falsework under slabs, beams, girders, arches, and similar construction shall not be removed until tests indicate that at least 60% of the design strength of the concrete has developed.

610-3.9 PLACING REINFORCEMENT. All reinforcement shall be accurately placed, as shown on the plans, and shall be firmly held in position during concreting. Bars shall be fastened together at intersections. The reinforcement shall be supported by approved metal chairs. Shop drawings, lists, and bending details shall be supplied by the Contractor when required.

610-3.10 EMBEDDED ITEMS. Before placing concrete, any items that are to be embedded shall be firmly and securely fastened in place as indicated. All such items shall be clean and free from coating, rust, scale, oil, or any foreign matter. The embedding of wood shall be avoided. The concrete shall be spaded and consolidated around and against embedded items.

610-3.11 PLACING CONCRETE. All concrete shall be placed during daylight, unless otherwise approved. The concrete shall not be placed until the depth and character of foundation, the adequacy of forms and falsework, and the placing of the steel reinforcing have been approved. Concrete shall be placed as soon as practical after mixing and in no case later than 1 hour after water has been added to the mix. The method and manner of placing shall be

such to avoid segregation and displacement of the reinforcement. Troughs, pipes, and chutes shall be used as an aid in placing concrete when necessary. Dropping the concrete a distance of more than 5 feet (1.5 m), or depositing a large quantity at one point, will not be permitted. Concrete shall be placed upon clean, damp surfaces, free from running water, or upon properly consolidated soil.

The concrete shall be compacted with suitable mechanical vibrators operating within the concrete. When necessary, vibrating shall be supplemented by hand spading with suitable tools to assure proper and adequate compaction. Vibrators shall be manipulated so as to work the concrete thoroughly around the reinforcement and embedded fixtures and into corners and angles of the forms. The vibration at any joint shall be of sufficient duration to accomplish compaction but shall not be prolonged to the point where segregation occurs. Concrete deposited under water shall be carefully placed in a compact mass in its final position by means of a tremie, a closed bottom dump bucket, or other approved method and shall not be disturbed after being deposited.

610-3.12 CONSTRUCTION JOINTS. When the placing of concrete is suspended, necessary provisions shall be made for joining future work before the placed concrete takes its initial set. For the proper bonding of old and new concrete, such provisions shall be made for grooves, steps, keys, dovetails, reinforcing bars or other devices as may be prescribed. The work shall be arranged so that a section begun on any day shall be finished during daylight of the same day. Before depositing new concrete on or against concrete that has hardened, the surface of the hardened concrete shall be cleaned by a heavy steel broom, roughened slightly, wetted, and covered with a neat coating of cement paste or grout.

610-3.13 EXPANSION JOINTS. Expansion joints shall be constructed at such points and of such dimensions as may be indicated on the drawings. The premolded filler shall be cut to the same shape as that of the surfaces being joined. The filler shall be fixed firmly against the surface of the concrete already in place in such manner that it will not be displaced when concrete is deposited against it.

610-3.14 DEFECTIVE WORK. Any defective work discovered after the forms have been removed shall be immediately removed and replaced. If any dimensions are deficient, or if the surface of the concrete is bulged, uneven, or shows honeycomb, which in the opinion of the Engineer cannot be repaired satisfactorily, the entire section shall be removed and replaced at the expense of the Contractor.

610-3.15 SURFACE FINISH. All exposed concrete surfaces shall be true, smooth, and free from open or rough spaces, depressions, or projections. The concrete in horizontal plane surfaces shall be brought flush with the finished top surface at the proper elevation and shall be struck-off with a straightedge and floated. Mortar finishing shall not be permitted, nor shall dry cement or sand-cement mortar be spread over the concrete during the finishing of horizontal plane surfaces.

When directed, the surface finish of exposed concrete shall be a rubbed finish. If forms can be removed while the concrete is still green, the surface shall be pointed and wetted and then rubbed

with a wooden float until all irregularities are removed. If the concrete has hardened before being rubbed, a carborundum stone shall be used to finish the surface. When approved, the finishing can be done with a rubbing machine.

610-3.16 CURING AND PROTECTION. All concrete shall be properly cured and protected by the Contractor. The work shall be protected from the elements, flowing water, and from defacement of any nature during the building operations. The concrete shall be cured as soon as it has sufficiently hardened by covering with an approved material. Water-absorptive coverings shall be thoroughly saturated when placed and kept saturated for a period of at least 3 days. All curing mats or blankets shall be sufficiently weighted or tied down to keep the concrete surface covered and to prevent the surface from being exposed to currents of air. Where wooden forms are used, they shall be kept wet at all times until removed to prevent the opening of joints and drying out of the concrete. Traffic shall not be allowed on concrete surfaces for 7 days after the concrete has been placed.

610-3.17 DRAINS OR DUCTS. Drainage pipes, conduits, and ducts that are to be encased in concrete shall be installed by the Contractor before the concrete is placed. The pipe shall be held rigidly so that it will not be displaced or moved during the placing of the concrete.

610-3.18 COLD WEATHER PROTECTION. When concrete is placed at temperatures below 40°F (4°C), the Contractor shall provide satisfactory methods and means to protect the mix from injury by freezing. The aggregates, or water, or both, shall be heated in order to place the concrete at temperatures between 50°F and 100°F (10°C and 38°C).

Calcium chloride may be incorporated in the mixing water when directed by the Engineer. Not more than 2 pounds (908 grams) of Type 1 nor more than 1.6 pounds (726 grams) of Type 2 shall be added per bag of cement. After the concrete has been placed, the Contractor shall provide sufficient protection such as cover, canvas, framework, heating apparatus, etc., to enclose and protect the structure and maintain the temperature of the mix at not less than 50°F (10°C) until at least 60% of the designed strength has been attained.

610-3.19 FILLING JOINTS. All joints that require filling shall be thoroughly cleaned, and any excess mortar or concrete shall be cut out with proper tools. Joint filling shall not be started until after final curing and shall be done only when the concrete is completely dry. The cleaning and filling shall be carefully done with proper equipment and in a manner to obtain a neat looking joint free from excess filler.

METHOD OF MEASUREMENT

610-4.1 No separate measurement for payment will be made other than core measurements for determining thickness within tolerance specified.

BASIS OF PAYMENT

610-5.1 No separate payment will be made for P-610 Structural Portland Cement Concrete. Payment shall be full compensation for all labor, materials, tools, equipment and incidentals required to complete the work as specified herein and on the drawings.

TESTING REQUIREMENTS

- ASTM C 31 Making and Curing Test Specimens in the Field
- ASTM C 39 Compressive Strength of Cylindrical Concrete Specimens
- ASTM C 136 Sieve Analysis of Fine and Coarse Aggregates
- ASTM C 138 Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
- ASTM C 143 Slump of Hydraulic Cement Concrete
- ASTM C 231 Air Content of Freshly Mixed Concrete by the Pressure Method
- ASTM C 666 Resistance of Concrete to Rapid Freezing and Thawing
- ASTM C 1077 Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation
- ASTM C 1260 Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
- ASTM A 184 Specification for Fabricated Deformed Steel Bar or Rod Mats for Concrete Reinforcement
- ASTM A 185 Steel Welded Wire Fabric, Plain, for Concrete Reinforcement
- ASTM A 497 Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement
- ASTM A 615 Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
- ASTM A 704 Welded Steel Plain Bars or Rod Mats for Concrete Reinforcement
- ASTM C 33 Concrete Aggregates
- ASTM C 94 Ready-Mixed Concrete
- ASTM C 150 Portland Cement
- ASTM C 171 Sheet Materials for Curing Concrete

ASTM C 172 Sampling Freshly Mixed Concrete

ASTM C 260 Air-Entraining Admixtures for Concrete

ASTM C 309 Liquid Membrane-Forming Compounds for Curing Concrete

ASTM C 494 Chemical Admixtures for Concrete

ASTM C 595 Blended Hydraulic Cements

ASTM C 618 Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete

ASTM D 1751 Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)

ASTM D 1752 Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction

AASHTO T 26 Quality of Water to be Used in Concrete

END ITEM P-610

CLARIFICATIONS TO SPECIFICATIONS ITEM P-620

The provisions of this specification shall be applicable except as modified as follows:

620-1.1 This item shall consist of the painting of permanent numbers, markings, and stripes on the surface of runways and taxiways applied in accordance with these specifications and at the locations shown on the plans, or as directed by the engineer. Temporary markings including runway closure markers and marking the taxiway for a temporary runway use is not for direct compensation.

620-2.1 PAINT. Paint shall meet the requirements of Fed. Spec. TT-P-1952.

620-2.2 REFLECTIVE MEDIA. Reflective Media is required. See 620-2.2.

ITEM P-620: RUNWAY AND TAXIWAY PAINTING

DESCRIPTION

620-1.1 This item shall consist of the painting of numbers, markings, and stripes on the surface of runways and taxiways applied in accordance with these specifications and at the locations shown on the plans, or as directed by the engineer.

MATERIALS

620-2.1 PAINT. Paint shall meet the requirements of Fed. Spec. TT-P-1952.

620-2.2 REFLECTIVE MEDIA. Glass spheres shall meet the requirements of Fed. Spec. TT-B-1325, Type III, gradation A.

CONSTRUCTION METHODS

620-3.1 WEATHER LIMITATIONS. The painting shall be performed only when the surface is dry, when the atmospheric temperature is above 45 F (7 C), and when the weather is not foggy or windy.

620-3.2 EQUIPMENT. All equipment for the work shall be approved by the engineer and shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type marking machine suitable for application of traffic paint. It shall produce an even and uniform film thickness at the required coverage and shall be designed so as to apply markings of uniform cross sections and clear-cut edges without running or spattering.

620-3.3 PREPARATION OF SURFACE. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material which would reduce the bond between the paint and the pavement. The area to be painted shall be cleaned by seeping and blowing or by other methods as required to remove all dirt, laitance, and loose materials.

620-3.4 LAYOUT OF MARKINGS. On those sections of pavement where no previously applied markings are available to serve as a guide, the proposed markings shall be laid out in advance of the paint application.

620-3.5 APPLICATION. Markings shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and conditions of the surface have been approved by the engineer.

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate of 100 to 110 square feet (9 to 10 square meters) per gallon (liter). The addition of thinner will not be permitted. A period of 24 hours shall elapse between placement of a bituminous surface course or seal coat and application of the paint.

The edges of the markings shall not vary from a straight line more than ½ inch (12 mm) in 50 feet (15 m), and the dimensions shall be within a tolerance of plus or minus 5 percent. Glass spheres shall be distributed to the surface of the marked areas immediately after application of the paint. A dispenser shall be furnished which is properly designed for attachment to the marking machine and suitable for dispensing glass spheres. The spheres shall be applied at the rate of 10 pounds per gallon (1.2 kg per liter) of paint.

The contractor shall furnish certified test reports for the material shipped to the project. The reports shall not be interpreted as a basis for final acceptance. The contractor shall notify the engineer upon arrival of a shipment of paint to the job site. All emptied containers shall be returned to the paint storage area for checking by the engineer. The containers shall not be removed from the airport or destroyed until authorized by the engineer.

620-3.6 PROTECTION. After application of the paint, all markings shall be protected from damage until the paint is dry. All surfaces shall be protected from disfiguration by splatter, splashes, spillage, or drippings of paint.

METHOD OF MEASUREMENT

620-4.1 The quantity of runway and taxiway markings to be paid for shall be the number of square feet of painting and the number of square feet of preformed markings one complete item in place performed in accordance with the specifications and accepted by the Engineer.

BASIS OF PAYMENT

620-5.1 Payment shall be made at the respective contract price per square foot for runway and taxiway painting and price per square foot for preformed markings. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

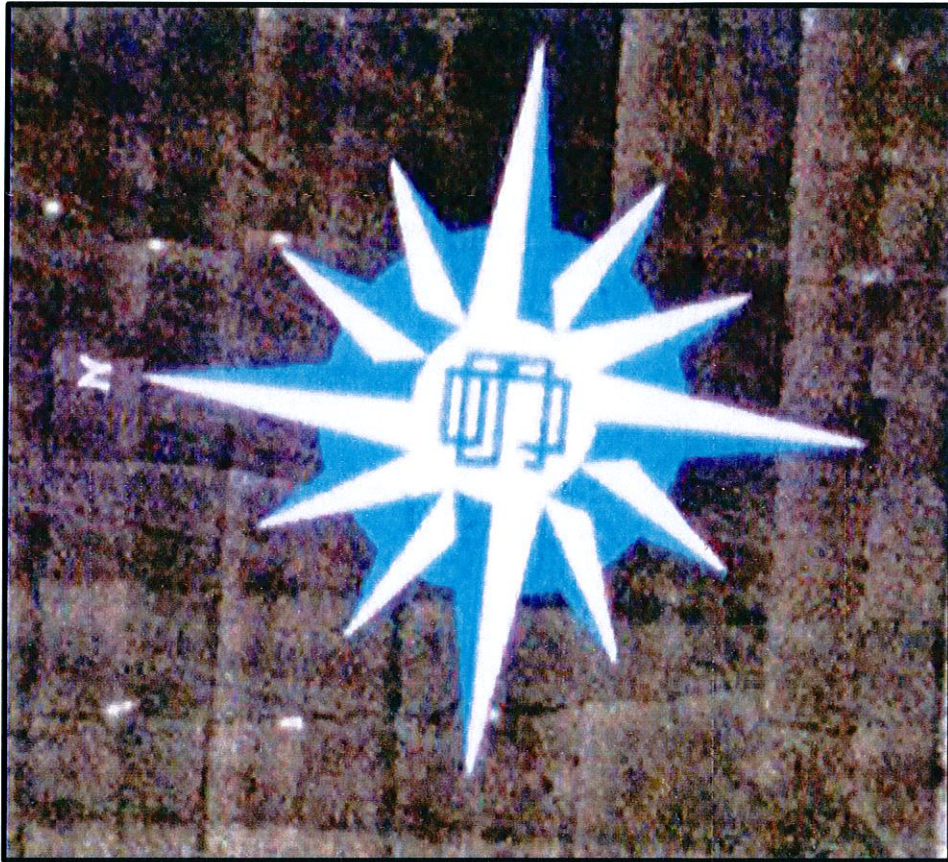
Payment will be made under:

Item P 620 5.1(A) Runway and Taxiway Painting per square foot

MATERIAL REQUIREMENTS

Fed. Spec. TT-P-85	Paint, Traffic, and Airfield Marking, Solvent Base
Fed. Spec. TT-P-1952 Emulsion Base	Paint, Traffic and Airfield Marking, Water
Fed. Spec. TT-P-110	Paint, Traffic Black (Nonreflectorized)
Fed. Spec. TT-B-1325	Beads (Glass Spheres) Retroreflective

END ITEM P-620



COMPASS ROSE

SCALE: 0'-1" = 20'-0"

PART IX – DRAINAGE

ITEM D-701 PIPE FOR STORM DRAINS AND CULVERTS

DESCRIPTION

701-1.1 This item shall consist of the construction of pipe culverts and storm drains in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans.

MATERIALS

701-2.1 Materials shall meet the requirements shown on the plans and specified below.

701-2.2 PIPE. The pipe shall be of the type called for on the plans or in the proposal and shall be in accordance with the following appropriate requirements.

Reinforced Concrete Pipe	ASTM C 76
Poly (Vinyl Chloride) Ribbed Drain Pipe & Fittings Based on Controlled Inside Diameter	ASTM F 794

701-2.3 CONCRETE. Concrete for pipe cradles shall have a minimum compressive strength of 2000 psi (13.8 MPa) at 28 days and conform to the requirements of ASTM C 94.

701-2.4 RUBBER GASKETS. Rubber gaskets for rigid pipe shall conform to the requirements of ASTM C 443. Rubber gaskets for PVC pipe and polyethylene pipe shall conform to the requirements of ASTM F 477. Rubber gaskets for zinc-coated steel pipe and precoated galvanized pipe shall conform to the requirements of ASTM D 1056, for the "RE" closed cell grades.

701-2.5 JOINT MORTAR. Pipe joint mortar shall consist of one part portland cement and two parts sand. The portland cement shall conform to the requirements of ASTM C 150, Type I. The sand shall conform to the requirements of ASTM C 144.

701-2.6 JOINT FILLERS. Poured filler for joints shall conform to the requirements of ASTM D 1190.

701-2.7 PLASTIC GASKETS. Plastic gaskets shall conform to the requirements of AASHTO M 198 (Type B).

CONSTRUCTION METHODS

701-3.1 EXCAVATION. The width of the pipe trench shall be sufficient to permit satisfactory jointing of the pipe and thorough tamping of the bedding material under and around the pipe, but it shall not be less than the external diameter of the pipe plus 6 inches (150 mm) on each side. The trench walls shall be approximately vertical.

Where rock, hardpan, or other unyielding material is encountered, the Contractor shall remove it from below the foundation grade for a depth of at least 12 inches (300 mm) or one-half inch (12 mm) for each foot of fill over the top of the pipe (whichever is greater) but for no more than three-quarters of the nominal diameter of the pipe. The width of the excavation shall be at least 1 foot (30 cm) greater than the horizontal outside diameter of the pipe. The excavation below grade shall be backfilled with selected fine compressible material, such as silty clay or loam, and lightly compacted in layers not over 6 inches (150 mm) in uncompacted depth to form a uniform but yielding foundation.

Where a firm foundation is not encountered at the grade established, due to soft, spongy, or other unstable soil, the unstable soil shall be removed and replaced with approved granular material for the full trench width. The Engineer shall determine the depth of removal necessary. The granular material shall be compacted to provide adequate support for the pipe.

The excavation for pipes that are placed in embankment fill shall not be made until the embankment has been completed to a height above the top of the pipe as shown on the plans.

701-3.2 BEDDING. The pipe bedding shall conform to the class specified on the plans. When no bedding class is specified or detailed on the plans, the requirements for Class C bedding shall apply.

a. Rigid Pipe. Class A bedding shall consist of a continuous concrete cradle conforming to the plan details.

Class B bedding shall consist of a bed of granular material having a thickness of at least 6 inches (150 mm) below the bottom of the pipe and extending up around the pipe for a depth of not less than 30 percent of the pipe's vertical outside diameter. The layer of bedding material shall be shaped to fit the pipe for at least 10 percent of the pipe's vertical diameter and shall have recesses shaped to receive the bell of bell and spigot pipe. The bedding material shall be sand or selected sandy soil, all of which passes a 3/8 inch (9 mm) sieve and not more than 10 percent of which passes a No. 200 (0.075 mm) sieve.

Class C bedding shall consist of bedding the pipe in its natural foundation to a depth of not less than 10 percent of the pipe's vertical outside diameter. The bed shall be shaped to fit the pipe and shall have recesses shaped to receive the bell of bell and spigot pipe.

b. Flexible Pipe. For flexible pipe, the bed shall be roughly shaped to fit the pipe, and a bedding blanket of sand or fine granular material shall be provided as follows:

Pipe Corrugation Depth		Minimum Bedding Depth	
in.	mm	in.	mm
1/2	12.5	1	25.0
1	25.0	2	50.0
2	50.0	3	75.0
2-1/2	62.5	3-1/2	87.5

c. PVC and Polyethylene Pipe. For PVC and polyethylene pipe, the bedding material shall consist of coarse sands and gravels with a maximum particle size of 3/4-inch (13 mm). For pipes installed under paved areas, no more than 12 percent of the material shall pass the No. 200 (0.075 mm) sieve. For all other areas, no more than 50 percent of the material shall pass the No. 200 (0.075 mm) sieve. The bedding shall have a thickness of at least 6 inches (150 mm) below the bottom of the pipe and extend up around the pipe for a depth of not less than 50 percent of the pipe's vertical outside diameter.

701-3.3 LAYING PIPE. The pipe laying shall begin at the lowest point of the trench and proceed upgrade. The lower segment of the pipe shall be in contact with the bedding throughout its full length. Bell or groove ends of rigid pipes and outside circumferential laps of flexible pipes shall be placed facing upgrade.

Paved or partially lined pipe shall be placed so that the longitudinal center line of the paved segment coincides with the flow line.

Elliptical and elliptically reinforced pipes shall be placed with the manufacturer's top of pipe mark within five degrees of a vertical plane through the longitudinal axis of the pipe.

701-3.4 JOINING PIPE. Joints shall be made with (1) portland cement mortar, (2) portland cement grout, (3) rubber gaskets, (4) plastic gaskets, or (5) coupling bands.

Mortar joints shall be made with an excess of mortar to form a continuous bead around the outside of the pipe and shall be finished smooth on the inside. Molds or runners shall be used for grouted joints in order to retain the poured grout. Rubber ring gaskets shall be installed to form a flexible watertight seal.

a. Concrete Pipe. Concrete pipe may be either bell and spigot or tongue and groove. The method of joining pipe sections shall be such that the ends are fully entered, and the inner surfaces are reasonably flush and even. Joints shall be thoroughly wetted before mortar or grout is applied.

b. PVC and Polyethylene Pipe. Joints for PVC and Polyethylene pipe shall conform to the requirements of ASTM D 3212 when water tight joints are required. Joints for PVC and Polyethylene pipe shall conform to the requirements of AASHTO M 304 when soil tight joints are required. Fittings for polyethylene pipe shall conform to the requirements of AASHTO M 252 or M 294M.

701-3.5 BACKFILLING. Pipes shall be inspected before any backfill is placed; any pipes found to be out of alignment, unduly settled, or damaged shall be removed and relaid or replaced at the Contractor's expense.

Material for backfill shall be fine, readily compatible soil, granular material selected from the excavation or a source of the Contractor's choosing. It shall not contain frozen lumps, stones that would be retained on a 2-inch (50.0 mm) sieve, chunks of highly plastic clay, or other objectionable material. No less than 95 percent of a granular backfill material shall pass through a 1/2 inch (12 mm) sieve, and no less than 95 percent of it shall be retained on a No. 4 (4.75 mm) sieve.

When the top of the pipe is even with or below the top of the trench, the backfill shall be compacted in layers not exceeding 6 inches (150 mm) on both sides of the pipe and shall be brought up one foot (30 cm) above the top of the pipe or to natural ground level, whichever is greater. Care shall be exercised to thoroughly compact the backfill material under the haunches of the pipe. Material shall be brought up evenly on both sides of the pipe.

When the top of the pipe is above the top of the trench, the backfill shall be compacted in layers not exceeding 6 inches (150 mm) and shall be brought up evenly on both sides of the pipe to 1 foot (30 cm) above the top of the pipe. The width of backfill on each side of the pipe for the portion above the top of the trench shall be equal to twice the pipe's diameter of 12 feet (3.5 m), whichever is less.

For PVC and polyethylene pipe, the backfill shall be placed in two stages; first to the top of the pipe and then at least 12 inches (300 mm) over the top of the pipe. The backfill material shall meet the requirements of paragraph 701-3.2c.

All backfill shall be compacted to the density required under Item P-152.

METHOD OF MEASUREMENT

701-4.1 The length of pipe shall be measured in linear feet of pipe in place, completed, and approved. It shall be measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable. The several classes, types and size shall be measured separately. All fittings shall be included in the footage as typical pipe sections in the pipe being measured.

BASIS OF PAYMENT

701-5.1 Payment will be made at the contract unit price per linear foot for each kind of pipe of the type and size designated; at the contract unit price per cubic yard of concrete for pipe cradles; and at the contract unit price per cubic yard for rock excavation.

These prices shall fully compensate the Contractor for furnishing all materials and for all preparation, excavation, and installation of these materials; and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item 701-5.1(E)	15" inch poly (vinyl chloride) ribbed drain pipe & fittings per linear foot
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MATERIAL REQUIREMENTS

ASTM C 14	Concrete Sewer, Storm Drain, and Culvert Pipe
ASTM C 76	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C 94	Ready Mixed Concrete
ASTM C 144	Aggregate for Masonry Mortar
ASTM C 150	Portland Cement
ASTM C 443	Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets
ASTM C 506	Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
ASTM C 1433	Precast Reinforced Concrete Box Sections for Culverts, Storm Drains, and Sewers
ASTM D 3034	Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM D 3212	Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
ASTM D 6690	Joint and Crack Sealants, Hot-Applied, for Concrete and Asphalt Pavements
ASTM F 477	Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM F 794	Poly (Vinyl Chloride) Ribbed Drain Pipe & Fittings Based on Controlled Inside Diameter

ASTM F 949	Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe With a Smooth Interior and Fittings
AASHTO M 198	Joints for Circular Concrete Sewer and Culvert Pipe Using Flexible Watertight Gaskets
AASHTO M 304	Poly (Vinyl Chloride) (PVC) Profile Wall Drain Pipe and Fittings Based on Controlled Inside Diameter

END ITEM D-701

CLARIFICATIONS TO SPECIFICATIONS ITEM D-751

The provisions of this specification shall be applicable except as modified as follows:

This project Item D-751 is for cast in place inlets. Only cast in place is allowed. No pre-cast structures allowed.

ITEM D-751 MANHOLES, CATCH BASINS, INLETS AND INSPECTION HOLES

DESCRIPTION

751-1.1 This item shall consist of construction of manholes, catch basins, inlets, and inspection holes, in accordance with these specifications, at the specified locations and conforming to the lines, grades, and dimensions shown on the plans or required by the Engineer.

MATERIALS

751-2.1 BRICK. The brick shall conform to the requirements of ASTM C 32, Grade SM.

751-2.2 MORTAR. Mortar shall consist of one part portland cement and two parts sand. The portland cement shall conform to the requirements of ASTM C 150, Type I. The sand shall conform to the requirements of ASTM C 144.

751-2.3 CONCRETE. Plain and reinforced concrete used in structures, connections of pipes with structures, and the support of structures or frames shall conform to the requirements of Item P-610.

751-2.4 PRECAST CONCRETE PIPE MANHOLE RINGS. Precast concrete pipe manhole rings shall conform to the requirements of ASTM C 478. Unless otherwise specified, the risers and offset cone sections shall have an inside diameter of not less than 36 inches (90 cm) nor more than 48 inches (120 cm).

751-2.5 CORRUGATED METAL. Corrugated metal shall conform to the requirements of AASHTO M 36.

751-2.6 FRAMES, COVERS, AND GRATES. The castings shall conform to one of the following requirements:

- a. Gray iron castings shall meet the requirements of ASTM A 48, Class 30B and 35B.
- b. Malleable iron castings shall meet the requirements of ASTM A 47.
- c. Steel castings shall meet the requirements of ASTM A 27.
- d. Structural steel for grates and frames shall conform to the requirements of ASTM A 283, Grade D.
- e. Ductile iron castings shall conform to the requirements of ASTM A 536.
- f. Austempered ductile iron castings shall conform to the requirements of ASTM A 897.

All castings or structural steel units shall conform to the dimensions shown on the plans and shall be designed to support the loadings, aircraft gear configuration and/or direct loading, specified.

Each frame and cover or grate unit shall be provided with fastening members to prevent it from being dislodged by traffic but which will allow easy removal for access to the structure.

All castings shall be thoroughly cleaned. After fabrication, structural steel units shall be galvanized to meet the requirements of ASTM A 123.

751-2.7 STEPS. The steps or ladder bars shall be gray or malleable cast iron or galvanized steel. The steps shall be the size, length, and shape shown on the plans and those steps that are not galvanized shall be given a coat of bituminous paint, when directed.

CONSTRUCTION METHODS

751-3.1 UNCLASSIFIED EXCAVATION.

a. The Contractor shall do all excavation for structures and structure footings to the lines and grades or elevations, shown on the plans, or as staked by the Engineer. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown. The elevations of the bottoms of footings, as shown on the plans, shall be considered as approximately only; and the Engineer may order, in writing, changes in dimensions or elevations of footings necessary to secure a satisfactory foundation.

b. Boulders, logs, or any other objectionable material encountered in excavation shall be removed. All rock or other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped, or serrated, as directed by the Engineer. All seams or crevices shall be cleaned out and grouted. All loose and disintegrated rock and thin strata shall be removed. When concrete is to rest on a surface other than rock, special care shall be taken not to disturb the bottom of the excavation, and excavation to final grade shall not be made until just before the concrete or reinforcing is to be placed.

c. The Contractor shall do all bracing, sheathing, or shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheathing, or shoring shall be included in the unit price bid for the structure.

d. Unless otherwise provided, bracing, sheathing, or shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall be affected in a manner that will not disturb or mar finished masonry. The cost of removal shall be included in the unit price bid for the structure.

e. After each excavation is completed, the Contractor shall notify the Engineer to that effect; and concrete or reinforcing steel shall be placed after the Engineer has approved the depth of the excavation and the character of the foundation material.

751-3.2 BRICK STRUCTURES.

a. **Foundations.** A prepared foundation shall be placed for all brick structures after the foundation excavation is completed and accepted. Unless otherwise specified, the base shall consist of reinforced concrete mixed, prepared, and placed in accordance with the requirements of Item P-610.

b. **Laying Brick.** All brick shall be clean and thoroughly wet before laying so that they will

not absorb any appreciable amount of additional water at the time they are laid. All brick shall be laid in freshly made mortar. Mortar that is not used within 45 minutes after water has been added shall be discarded. Retempering of mortar shall not be permitted. An ample layer of mortar shall be spread on the beds and a shallow furrow shall be made in it that can be readily closed by the laying of the brick. All bed and head joints shall be filled solid with mortar. End joints of stretchers and side or cross joints of headers shall be fully buttered with mortar and a shoved joint made to squeeze out mortar at the top of the joint. Any bricks that may be loosened after the mortar has taken its set, shall be removed, cleaned, and relaid with fresh mortar. No broken or chipped brick shall be used in the face, and no spalls or bats shall be used except where necessary to shape around irregular openings or edges; in which case, full bricks shall be placed at ends or corners where possible, and the bats shall be used in the interior of the course. In making closures, no piece of brick shorter than the width of a whole brick shall be used; and wherever practicable, whole brick shall be used and laid as headers.

c. Joints. All joints shall be slushed with mortar at every course, but slushing alone will not be considered adequate for making an acceptable joint. Exterior faces shall be laid up in advance of backing. Exterior faces shall be back plastered or pargeted with a coat of mortar not less than 3/8-inch (9 mm) thick before the backing is laid up. Prior to pargeting, all joints on the back of face courses shall be cut flush. Unless otherwise noted, joints shall be not less than 1/4-inch (6 mm) nor more than 1/2-inch (12 mm) wide and whatever width is adopted shall be maintained uniform throughout the work.

d. Pointing. Face joints shall be neatly struck, using the weather joint. All joints shall be finished properly as the laying of the brick progresses. When nails or line pins are used the holes shall be immediately plugged with mortar and pointed when the nail or pin is removed.

e. Cleaning. Upon completion of the work all exterior surfaces shall be thoroughly cleaned by scrubbing and washing down with water and, if necessary to produce satisfactory results, cleaning shall be done with a 5% solution of muriatic acid which shall then be rinsed off with liberal quantities of clean fresh water.

f. Curing and Cold Weather Protection. In hot or dry weather, or when directed by the Engineer, the brick masonry shall be protected and kept moist for at least 48 hours after laying the brick. Brick masonry work or pointing shall not be done when there is frost in the brick or when the air temperature is below 50 F (10 C) unless the Contractor has on the project ready to use, suitable covering and artificial heating devices necessary to keep the atmosphere surrounding the masonry at a temperature of not less than 60 F (15 C) for the duration of the curing period.

751-3.3 CONCRETE STRUCTURES. Concrete structures shall be built on prepared foundations, conforming to the dimensions and form indicated on the plans. The construction shall conform to the requirements specified in Item P-610. Any reinforcement required shall be placed as indicated on the plans and shall be approved by the Engineer before the concrete is poured.

All invert channels shall be constructed and shaped accurately so as to be smooth, uniform, and cause minimum resistance to flowing water. The interior bottom shall be sloped downward toward the outlet.

751-3.4 PRECAST CONCRETE PIPE STRUCTURES. Precast concrete pipe structures shall be constructed on prepared or previously placed slab foundations and shall conform to the dimensions and locations shown on the plans. All precast concrete pipe sections necessary to build a completed structure shall be furnished. The different sections shall fit together readily, and all jointing and connections shall be cemented with mortar. The top of the upper precast concrete pipe member shall be suitably formed and dimensioned to receive the metal frame and cover or grate, or other cap, as required. Provision shall be made for any connections for lateral pipe, including drops and leads that may be installed in the structure. The flow lines shall be smooth, uniform, and cause minimum resistance to flow. The metal steps that are embedded or built into the side walls shall be aligned and placed at vertical intervals of 12 inches (300 mm). When a metal ladder replaces the steps, it shall be securely fastened into position.

751-3.5 CORRUGATED METAL STRUCTURES. Corrugated metal structures shall be constructed on prepared foundations, conforming to the dimensions and locations as shown on the plans. The structures shall be prefabricated. standard or special fittings shall be furnished to provide pipe connections or branches of correct dimensions. The connections or branches shall be of sufficient length to accommodate connecting bands. The fittings shall be welded in place to the metal structures. When indicated, the structures shall be placed on a reinforced concrete base. The top of the metal structure shall be designed so that either a concrete slab or metal collar may be attached to which can be fastened a standard metal frame and grate or cover. Steps or ladders shall be furnished as shown on the plans.

751-3.6 INLET AND OUTLET PIPES. Inlet and outlet pipes shall extend through the walls of the structures for a sufficient distance beyond the outside surface to allow for connections but shall be cut off flush with the wall on the inside surface, unless otherwise directed. For concrete or brick structures, the mortar shall be placed around these pipes so as to form a tight, neat connection.

751-3.7 PLACEMENT AND TREATMENT OF CASTINGS, FRAMES, AND FITTINGS. All castings, frames, and fittings shall be placed in the positions indicated on the plans or as directed by the Engineer, and shall be set true to line and to correct elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place and position before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

When frames or fittings are to be placed upon previously constructed masonry, the bearing surface or masonry shall be brought true to line and grade and shall present an even bearing surface in order that the entire face or back of the unit will come in contact with the masonry. The unit shall be set in mortar beds and anchored to the masonry as indicated on the plans or as directed and approved by the Engineer. All units shall set firm and secure.

After the frames or fittings have been set in final position and the concrete or mortar has been allowed to harden for 7 days, then the grates or covers shall be placed and fastened down.

751-3.8 INSTALLATION OF STEPS. The steps shall be installed as indicated on the plans or as directed by the Engineer. When the steps are to be set in concrete, they shall be placed and secured in position before the concrete is poured. When the steps are installed in brick masonry, they shall be placed as the masonry is being built. The steps shall not be disturbed or used until the concrete or mortar has hardened for at least 7 days. After this period has elapsed, the steps shall be cleaned and painted, unless they have been galvanized.

When steps are required with precast concrete pipe structures, they shall be cast into the sides of the pipe at the time the pipe sections are manufactured or set in place after the structure is erected by drilling holes in the concrete and cementing the steps in place.

When steps are required with corrugated metal structures, they shall be welded into aligned position at a vertical spacing of 12 inches (300 mm).

In lieu of steps, prefabricated ladders may be installed. In the case of brick or concrete structures, the ladder shall be held in place by grouting the supports in drilled holes. In the case of metal structures, the ladder shall be secured by welding the top support and grouting the bottom support into drilled holes in the foundation or as directed.

751-3.9 BACKFILLING.

a. After a structure has been completed, the area around it shall be filled with approved material, in horizontal layers not to exceed 8 inches (200 mm) in loose depth, and compacted to the density required in Item P-152. Each layer shall be deposited all around the structure to approximately the same elevation. The top of the fill shall meet the elevation shown on the plans or as directed by the Engineer.

b. Backfilling shall not be placed against any structure until permission is given by the Engineer. In the case of concrete, such permission shall not be given until the concrete has been in place 7 days, or until tests made by the laboratory under supervision of the Engineer establish that the concrete has attained sufficient strength to provide a factor of safety against damage or strain in withstanding any pressure created by the backfill or the methods used in placing it.

c. Backfill shall not be measured for direct payment. Performance of this work shall be considered on obligation of the Contractor covered under the contract unit price for the structure involved.

751-3.10 CLEANING AND RESTORATION OF SITE. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt, and rubbish from the site. Surplus dirt may be deposited in embankments, shoulders, or as ordered by the Engineer. The Contractor shall restore all disturbed areas to their original condition.

After all work is completed, the Contractor shall remove all tools and equipment, leaving the entire site free, clear, and in good condition.

METHOD OF MEASUREMENT

751-4.1 Manholes, catch basins, inlets, and inspection holes shall be measured by the unit.

BASIS OF PAYMENT

751-5.1 The accepted quantities of manholes, catch basins, inlets, and inspection holes will be paid for at the contract unit price per each in place when completed. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and placing of the materials; furnishing and installation of such specials and connections to pipes and other structures as may be required to complete the item as shown on the plans; and for all labor equipment, tools and incidentals necessary to complete the structure.

Payment will be made under:

Item D-751-5.2 Inlet—per each

MATERIAL REQUIREMENT

ASTM A 27	Steel Castings, Carbon, for General Application
ASTM A 47	Ferritic Malleable Iron Castings
ASTM A 48	Gray Iron Castings
ASTM A 123	Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A 283	Low and Intermediate Tensile Strength Carbon Steel Plates, Shapes, and Bars
ASTM A 536	Ductile Iron Castings
ASTM A 897	Austempered Ductile Iron Castings
ASTM C 32	Sewer and Manhole Brick (Made from Clay or Shale)
ASTM C 144	Aggregate for Masonry Mortar
ASTM C 150	Portland Cement
ASTM C 478	Precast Reinforced Concrete Manhole Sections

AASHTO M 36 Zinc Coated (Galvanized) Corrugated Iron or Steel Culverts and Underdrains

END ITEM D-751

CLARIFICATIONS TO ITEM T-901: SEEDING

The provisions of this specification shall be applicable except as modified as follows:

901-2.1 SEED. Seeds shall be applied as follows:

Seed	Planting Dates	Minimum Seed Purity (%)	Minimum Seed Germination (%)	Rate of Application (lb. per acre)
Hulled Bermuda	March-Sept.	90	85	30
Unhulled Bermua Crimson Clover (1)	Sept.-Feb.	90	85	20 40

(1) Inoculated prior to planting with proper bacterial culture.

901-2.2 LIME. Lime will not be utilized on this project.

ITEM T-901: SEEDING

DESCRIPTION

901-1.1 This item shall consist of soil preparation, seeding, fertilizing and mulching the areas shown on the plans or as directed by the Engineer in accordance with these specifications.

MATERIALS

901-2.1 SEED The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Fed. Spec. JJJ-S-181.

Seed shall be furnished separately or in mixtures in standard containers with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the Engineer duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within 6 months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed.

Seeds shall be applied as follows:

Seed	Minimum Seed Purity (Percent)	Minimum Germination (Percent)	Rate of Application lb./acre (or lb./1,000 S.F.)
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See Modification Sheet

Seeding shall be performed during the period between January and December inclusive, unless otherwise approved by the Engineer.

901-2.2 LIME. Lime shall be ground limestone containing not less than 85% of total carbonates, and shall be ground to such fineness that 90% will pass through a No. 20 mesh sieve and 50% will pass through a No. 100 mesh sieve. Coarser material will be acceptable, providing the rates of application are increased to provide not less than the minimum quantities and depth specified in the special provisions on the basis of the two sieve requirements above. Dolomitic lime or a high magnesium lime shall contain at least 10% of magnesium oxide. Lime shall be applied at the rate of []. All liming materials shall conform to the requirements of ASTM C 602.

901-2.3 FERTILIZER. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified herein, and shall meet the requirements of Fed. Spec. O-F-241 and applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

- a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;
- b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers;
or
- c. A granular or pellet form suitable for application by blower equipment

Fertilizers shall be 8-8-8 commercial fertilizer and shall be spread at the rate of 1000 per acre.

901-2.4 SOIL FOR REPAIRS. The soil for fill and top-soiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the Engineer before being placed.

CONSTRUCTION METHODS

901-3.1 ADVANCE PREPARATION AND CLEANUP. After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches (50 mm) in any diameter, sticks, stumps, and other debris which might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage. This may include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has been recently been thoroughly loosened and worked to a depth of not less than 5 inches (125 mm) as a result of grading operations and, if immediately prior to seeding, the top 3 inches (75 mm) of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

However, when the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed

of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches (125 mm). Clods shall

be broken and the top 3 inches (75 mm) of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

901-3.2 DRY APPLICATION METHOD.

a. Liming. Lime shall be applied separately and prior to the application of any fertilizer or seed and only on seedbeds. Which have previously been prepared as described above. The lime shall then be worked into the top 3 inches (75 mm) of soil after which the seedbed shall again be properly graded and dressed to a smooth finish.

b. Fertilizing. Following advance preparations and cleanup fertilizer shall be uniformly spread at the rate which will provide not less than the minimum quantity stated in paragraph 901-2.3.

c. Seeding. Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing, and the fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in a mixture, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

d. Rolling. After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn-roller, weighting 40-65 pounds per foot (60-97 kg per meter) of width for clay soil (or any soil having a tendency to pack), and weighting 150-200 pounds per foot (223 to 298 kg per meter) of width for sandy or light soils.

901-3.3 WET APPLICATION METHOD.

a. General. The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

b. Spraying Equipment. The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons (190 liters) over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons (380 liters) per minute at a pressure of 100 pounds per square inch (690 kPa). The pump shall be mounted in a line which will re-circulate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch (15 mm) solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the re-circulating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet (6 to 30 m). One shall be a close-range ribbon nozzle, one a medium range ribbon nozzle, and one a long-range jet nozzle. For ease of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet (15 m) in length shall be provided to which the nozzles may be connected.

c. Mixtures. Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds (100 kg) of lime shall be added to and mixed with each 100 gallons (380 liters) of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds (100 kg) of these combined solids shall be added to and mixed with each 100 gallons (380 liters) of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. Brackish water shall not be used at any time. The Contractor shall identify to the Engineer all sources of water at least 2 weeks prior to use. The Engineer may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source which is disapproved by the Engineer following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within 2 hours from the time they were mixed, or they shall be wasted and disposed of at locations acceptable to the Engineer.

d. Spraying. Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches (8 cm), after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray which shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area. Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

Surfaces are to be mulched as indicated by the plans or directed by the Engineer. Seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

901-3.4 MAINTENANCE OF SEEDED AREAS. The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the Engineer. Surfaces gullied, or otherwise damaged following seeding shall be repaired by re-grading and reseeded as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the Engineer. If at the time when the contract has been otherwise completed it is not possible to make an adequate determination of the color, density, and uniformity of such stand of grass, payment for the unaccepted portions of the areas seeded out of season will be withheld until such time as these requirements have been met.

METHOD OF MEASUREMENT

901-4.1 The quantity of seeding to be paid for shall be the number of square yards measured on the ground surface, completed and accepted.

BASIS OF PAYMENT

901-5.1 Payment shall be made at the contract unit price per acre or fraction thereof, which price and payment shall be full compensation for furnishing and placing all material and for all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item.

Payment will be made under:

Item T-901-5.1 Turfing (Seeding, Fertilizing and Mulching)—per square yards

MATERIAL REQUIREMENTS

ASTM D 977 Emulsified Asphalt

Fed. Spec. JJJ-S-181B Agricultural Seeds

Fed. Spec. O-F-241D Commercial Mixed Fertilizer

END ITEM T-901

ITEM S001 MOBILIZATION

S001.01 DESCRIPTION. This work consists of preparatory work and operations, including those necessary for movement of personnel, equipment, supplies and incidentals to the project site; the establishment of offices, buildings and other facilities necessary for work on the project; the cost of bonds and any required insurance; and other preconstruction expenses necessary for start of the work, excluding the cost of construction materials.

S001.02 PAYMENT.

Payment will be made under:

Item No.	Pay Item	Pay Unit
S001	Mobilization	Lump Sum

ITEM S003 CONSTRUCTION LAYOUT

The Contractor will be responsible for establishing all lines and grades and staking out all work on this project, including establishing sufficient vertical and horizontal points for utility location. Owner shall provide engineering surveys to establish reference point for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the work. If the Contractor's works from intermediate bench marks shown on the plans, he is cautioned against accepting the values shown without checking against the bench mark established by the owner for vertical control on this project.

The Contractor shall employ sufficient qualified engineering personnel experienced in layout to correctly establish and keep complete and comprehensive records of all lines and grades necessary from initial layout to final acceptance. The Contractor will be liable for the accuracy of the initial layout and all subsequent alignment and elevations and shall, at his own expense, rebuild, repair or make good any portion of the work found to be incorrectly position either horizontally or vertically at any time before final acceptance. The Contractor shall notify the Owner's Representative immediately of any apparent errors in the plans.

The Owner's Representative may, at his option, make either spot or complete checks on all construction alignment and grades to determine the correctness of the survey work; however, these checks will not relieve the Contractor of his responsibility for constructing the work in the positions and to the elevations shown on the plans or approved revisions thereto.

Payment will be made under:

Item No.	Pay Item	Pay Unit
S003	Construction Layout	Lump Sum

END ITEM S003

ITEM S008 PRE-SLOPED CHANNEL DRAIN

PART 1 - GENERAL

1.01 GENERAL

- A. All materials and equipment necessary to install a pre-cast, interlocking polyester concrete system as specified and as shown on the working drawings shall be included.
- B. Reference Drawings for locations and lengths of nominal 4" Pre-sloped Channel Drain and nominal 12" Pre-sloped Channel Drain.

1.02 RELATED WORK

- A. Work specified in other sections includes but is not limited to: Excavation and backfill, cast-in-place concrete, and mechanical equipment.

1.03 SYSTEM DESCRIPTION

- A. Presloped trench drain system of pre-cast polymer concrete including interlocking modular components for on-site installation.

1.04 SUBMITTALS

- A. Manufacturer will submit, when required, shop drawings showing a schematic plan of the total drainage system listing all parts being provided with exact center-line dimensions suitable for installation. Copies of the manufacturer's recommended method of installation, assembly, and anchorage shall be submitted for review.

1.05 WARRANTY

- A. Provide a limited warranty of one year based on installation according to manufacturer's installation instruction data.

PART 2 - PRODUCTS

2.01 PRODUCTS

- A. Approved manufacturers include:
 - 1. ACO Polymer Products, Inc. Chardon Ohio
 - a. Product at Track (Nominal internal width 4"): ACO KlassikDrain K100 complete with wearing edge rail, ADA ductile iron gratings secured with boltless locking, in-line drains and catch basins.
 - 2. Sports Edge, Troutman, North Carolina
 - a. Provide product with same dimensional characteristics and grate as indicated in "1".
- B. Substitutions: Not permitted.

2.02 PHYSICAL & MECHANICAL CHARACTERISTICS

K100

- A. Overall width: 5.12 in.
- B. Internal width: 3.94 in.
- C. Unit depth: 3.94 in. min to 11.81 in. max
- D. Compressive strength of specified polymer concrete – 14,000 psi
- E. Flexural strength of specified polymer concrete – 3,000 psi
- F. Water absorption rate – not to exceed 0.1 % by weight.

2.03 CHANNEL PROFILE

- A. Shall include positive interlocking tongue and groove connections that can be sealed to provide water tight connections. Each pre-cast polymer concrete one meter (39.37") unit shall be an open U-shaped channel with a protected metal edge to accept a locking ductile iron grate.

2.04 GRATES

- A. Shall be ADA Compliant factory supplied Black Matte TGIC Polyester Powder Coated Ductile Iron Grate (Black) with locking bar and Grate Removal Tool.
 - 1. ADA Iron.
 - 2. QuickLok boltless locking system for K100.

2.05 CATCH BASINS

- A. Shall be pre-cast polymer concrete one half meter (19.69") in length and include a trash bucket and removable grating.
 - 1. 901G (compatible K100)

PART 3 - EXECUTION

3.01 SITE PREPARATION

- A. Excavate the area for channel placement wide enough and deep enough to accommodate the channel size and minimum of 4 inch concrete encasement. Channels require a minimum of 4 inches of concrete support on both sides as well as underneath the channel and top of channel must be evenly aligned to the surface of the surrounding slab.

3.02 INSTALLATION

- A. Channel sections are installed from the outlet ends of the system, working from the catch basins, insert channels from above to allow ends to interlock. Channel sections shall be placed on brick, rebar basket, low slump concrete grout slurry, or suspended to obtain correct finished elevation. Cutting will be made, if required, by masonry or concrete saw. Temporarily place grate in channel to avoid compression during concrete placement. Protect grated and channel interior during concrete pour.
- B. Install in strict accordance with manufacturer's recommendations and drawings.

3.03 FINISHING AND CLEAN-UP

- A. Following final set of concrete, remove protection covering the top of channels.

PART 4 – MEASUREMENT AND PAYMENT

- A. Method Measurement:
Is linear feet, complete with connections and drop inlet sections, in place.
- B. Payment will be made under:
Item No. S008 - Pre-sloped Channel Drain - linear feet

END OF SECTION



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 17, 2019

Re: Approve Supplemental Agreement No. 17 with ARE Consultants, Inc. for design engineering services related to the Bobby L. Chain Municipal Airport Apron Restoration Part I Project; Authorize Mayor to execute in duplicate.
File Number: 2019-388
Minute Book #

Summary

Approve Supplemental Agreement No. 17 with ARE Consultants, Inc. for design engineering services related to the Bobby L. Chain Municipal Airport Apron Restoration Part I Project; Authorize Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this agreement. This is the design contract for the next FAA Grant project at the airport.

Please place this on the December 17, 2019 City Council meeting for consideration.

Supplemental Agreement No. 17
Engineering Services

Associated with
Runway 13-31 Safety and Drainage Improvements

Apron Restoration Part 1

Hattiesburg-Bobby L. Chain Municipal Airport

City of Hattiesburg
Forrest County, Mississippi

Submitted by:

ARE Consultants, Inc.
800 Spring Street, Suite 214
Shreveport, LA

July, 2018

Supplemental Agreement No. 17 Engineering Services

Associated with
Runway 13-31 Safety and Drainage Improvements-

Associated with
Runway 13-31 Safety and Drainage Improvements

Apron Restoration Part 1

Hattiesburg-Bobby L. Chain Municipal Airport

This Supplemental Agreement, made and entered into this _____ day of December, 2019, by and between the City of Hattiesburg, hereinafter called the OWNER, acting by and through the Hattiesburg City Council, hereinafter called the HCC, who is duly authorized to act for and in behalf of said Owner, and ARE Consultants, Inc., hereinafter called the ENGINEER.

WITNESSETH : That;

WHEREAS, the Owner, in May 2011, in concert with the Mississippi Department of Transportation and Development (DoTD), and the Engineer entered into a contract to prepare plans and specifications for Runway 13 Drainage and Safety Area Improvements - Bobby L. Chain Airport hereinafter called the Project, in accordance with guidelines established by the Federal Aviation Administration, hereinafter called FAA; and

WHEREAS, the Owner, with the approval of the DoTD , desires to restore the terminal apron , and

WHEREAS, the Engineer is agreeable to undertaking the services under conditions and for fees satisfactory to the Owner and DoTD;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

EMPLOYMENT OF ENGINEER

The Owner agrees to employ the Engineer and the Engineer agrees to perform engineering, field research, and related administrative services, as more particularly described in the sections to follow, in connection with the Project, and in consideration for having rendered such services, the Owner agrees to pay the Engineer compensation as stated in the sections to follow. The specific services are detailed in attached exhibit "B".

The Engineer agrees to proceed upon written authorization by the Owner and DoTD, with the services, in proper sequence and in the times specified for the Project as hereinafter set forth.

CHARACTER AND EXTENT OF SERVICES

1. GENERAL

1.1 The Engineer shall render the engineering services necessary for the development of the Project in accordance with Mississippi DOTD and FAA requirements. These services will include serving as the Owner's professional engineering representative for the Project and providing professional engineering consultation and advice to the Owner. The Project contains three phases identified in general as follows:

Phase I:	Preliminary Phase – N/A
Phase II:	Design Phase
Phase III:	Construction Phase

1.2 The Engineer will be responsible for performing Phase II in accordance with the terms of this Agreement under the direct administration of a "Project Coordinator" who will be identified when the work is authorized. Phase III is not a part of this Agreement at this time.

1.3 The phases are described more specifically as follows:

2. PHASE I — PRELIMINARY PHASE- N/A

2.1 Attend Preliminary conferences with the Owner, the HCC and other interested parties to review available data and to clarify and define the requirements of the Project.

2.2 Identify and analyze the requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

2.3 Prepare a preliminary engineering report on the Project in sufficient detail to indicate the problems involved and the alternative solutions available to the Owner, to include preliminary layouts and cost estimates for the Project, and to set forth clearly the Engineer's recommendations. Furnish the Owner with five copies of the report.

2.4 Perform field surveys, including any necessary topographic surveys, required to collect data required for the design of the Project. Boundary and right-of-way surveys are excluded.

2.5 Establish the scope of any soils and foundation investigations or any special surveys, boundary surveys, or special tests which, in the opinion of the Engineer, may be required for the design of the Project; assist the Owner, if requested, to obtain such services from others.

3 PHASE II — DESIGN PHASE

3.1 Attend meetings and conferences as may be necessary to obtain information and to coordinate and/or resolve design matters.

3.2 Prepare detailed plans, specifications, contract documents, and cost estimates.

3.3 Furnish engineering data, as may be required, for applications for regulatory permits required by local, state and federal authorities.

3.4 Furnish the Owner eighteen (18) copies of the plans, specifications, contract documents, and estimates for final review by the Owner and approving authorities.

3.5 Make revisions to the plans, specifications, contract documents and, estimates as may be required after final review by the Owner and approving authorities. The Engineer shall not be required to guarantee the accuracy of the estimates. Plans shall be prepared on Mylar or vellum of the highest quality. Provide the Owner with eighteen (18) copies of the revised and approved plans, specifications and contract documents for bidding purposes. Copies of the plans, specifications, and contract documents in excess of the specified number will be paid for under the provisions for Contract Changes.

The services to be performed under this Supplemental Agreement shall be commenced promptly upon written notice from the owner to proceed and shall be completed within 120 days. The term of this contract may be mutually extended in writing by the parties to this contract for changes to scope.

Compensation:

Compensation to the Engineer for services rendered in connection with this Agreement will be made on the basis of a lump sum fee for each Agreement Phase as follows:

Design Phase II - Through Preliminary Design	\$ 89,568.09
Design Phase II - Through Final Design	22,918.55

Design Phase II - Total	\$ 112,486.64
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Compensation for Phase III Construction Phase Services shall be covered by a supplemental agreement to this contract. Several variables including construction time will be more clearly defined during the preliminary and design phases of the project.

The total lump sum fee that will be paid to the Engineer under the terms of this Supplemental Agreement is \$112,486.64 payable in monthly installments as specified under "Payment."

Payment:

Payments to the Engineer for services rendered will be made monthly based on a certified invoice directly proportional to the percentage of completion of work as shown in the monthly progress schedule. Payment is due within forty five days per state statute. The monthly progress schedule shall show in detail the status of the work, shall be subdivided into appropriate Phases with estimate percentages for each Phase, and shall be a form and with a division of items as approved by the DoTD, The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 61 of the Federal Acquisition Regulation (FAR) as appropriate.

Notice to Proceed:

The Engineer shall proceed with the services specified in this Supplemental Agreement after execution of the agreement .

Original Contract:

All the requirements of the aforesaid contract of May , 2011, except as specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

A R E Consultants, Inc.


Witness for First Party


W. Sherwood Bailey, Jr.
Title: President


Witness for First Party

72-1145432
Federal Identification Number

City of Hattiesburg

Witness for Second Party

Mayor Toby Barker

Witness for Second Party

SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

1. This Agreement is subject to the following special provisions.
- 2 .The following Exhibits are attached to and made a part of this Agreement.
 - 2.1 Exhibit A "Contractor Contractual Requirements", consisting of three (3) pages.
 - 2.2 Exhibit B, "Detailed Scope of Work".

Hattiesburg-Bobby L. Chain Municipal Airport
Supplemental Agreement No. 17
Engineering Services

Associated with
Runway 13-31 Safety and Drainage Improvements

Apron Restoration Part 1

EXHIBIT A
Contractor Contractual Requirements
Title VI Assurances

During the performance of this contract, the contractor, for himself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall 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.

3. Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be

determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to as certain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to —

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor of the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Minority Business Enterprise (MBE) Assurances

1. Policy. It is the policy of the Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR 23 apply to this agreement.

2. MBE Obligation. The contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Hattiesburg-Bobby L. Chain Municipal Airport
Supplemental Agreement No. 17
Engineering Services

Associated with
Runway 13-31 Safety and Drainage Improvements

Apron Restoration Part 1

EXHIBIT B

Detailed Scope of Services

This is an Exhibit attached to and made a part of the Engineering Services Agreement Runway 13 Drainage and Safety Area Improvements –Apron Restoration Part1 between the City of Hattiesburg and ARE Consultants, Inc. providing for professional engineering services. The Basic Services as described in said Agreement are amended and supplemented as indicated below:

Scope of services for the design associated with

Hattiesburg-Bobby L. Chain Municipal Airport

Supplemental Agreement No. 17
Engineering Services

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Phase II — Design Phase

Part 1

- * Coordinate the initial design activities with government agencies. Update engineering report.

Part 2

- * Prepare existing conditions and demolition plans and a construction sequence plan
- * Prepare applicable sections, details, and pavement marking sheets . Additional drainage restore /replacement will be included.
- * Prepare summary of quantities
- * Provide estimates for probable costs, special specifications, and a quality control plan as required by the Owner.
- * Attend Plan-in-hand meetings and reviews.

Part 3 Final Plans:

- * After reviews, incorporate required changes into the plans and specifications. Incorporate selected options to work within the grant budget.
- * Revise estimates of probable cost.

Supplemental Agreement No. 17
Engineering Services

Associated with
Runway 13-31 Safety and Drainage Improvements

Apron Restoration Part 1
Hattiesburg-Bobby L. Chain Municipal Airport

Back-up Calculations

for

Fee Computations

July, 2018

ENGINEERING SERVICES

Apron Improvements

DESIGN PHASE II

Engineering Manhour Estimate

	Sheets	Clerical	Tech. / CADD	Pre- Professional	Engineer	Senior Engineer	Project Manager	Principal
Part 1 - Preliminary Conferences								
Conferences, Coordination w/ Governmental		4	2	5	6	28	8	3
Engineering Report Update		6		3		6	4	2
Total Hours - Part 1		10	2	8	6	34	12	5
Part 2 - Preliminary Plans								
TITLE SHEET AND INDEX OF DRAWINGS	1		8	4	4		0	0
SUMMARY OF QUANTITIES	1		12	8	10	8	6	2
GENERAL NOTES	1		7	6	6	8	8	6
EXISTING CONDITIONS	1		7	8	8		4	1
PHASING PLAN	1		6	8	4	12	8	2
SAFETY PLAN	1		6	8	4	8	8	2
TYPICAL SECTIONS AND DETAILS	1		4	4	4		4	0
EROSION CONTROL DETAILS	1		5	4	6		2	0
DEMOLITION PLAN	1		6	12	4	8	3	2
PAVING AND DRAINAGE PLANS, MULTIPLE SHEETS	2							
GEOMETRIC PLAN	1		13	8	12	4	3	1
PROFILE	1		14		4	2	3	1

PAVEMENT MARKING PLAN	1	12	8	4	2	1
PAVEMENT DETAILS	1	15	8	12	2	1
MISCELLANEOUS DETAILS	1	16	10	10		
COST ESTIMATES		8	4	8	2	2
SPECIAL SPECIFICATIONS		8	0	18	6	2
QUALITY CONTROL PLAN		8	4	8	6	2
Total Hours - Part 2	16	24	139	116	52	25
Part 3 - Final Plans						
TITLE SHEET AND INDEX OF DRAWINGS	1	1	1	1	0	0
SUMMARY OF QUANTITIES	1	4	2	3	1	1
GENERAL NOTES	1	4	2	1	1	0
EXISTING CONDITIONS	1	6	4	1	2	0
PHASING PLAN	1	6	2	2	2	0
SAFETY PLAN	1	4	2	1	1	0
TYPICAL SECTIONS AND DETAILS	1	4	2	1	1	0
EROSION CONTROL DETAILS	1	4	2	1	0	0
DEMOLITION PLAN	1	6	4	1	0	0
PAVING AND DRAINAGE PLAN, MULTIPLE SHEETS	2	6	4	1		
GEOMETRIC PLAN	1	4	2	1	1	1
PROFILE	1	6	2	2	1	0

Page 3 of 3

Design Phase II					
Hourly Wages					
Position	Hours		Rate		Total Pay
Principal	42	X	\$ 70.00	\$	2,940.00
Senior Engineer	86	X	\$ 55.00	\$	4,730.00
Project Manager	116	X	\$ 52.00	\$	6,032.00
Engineer	175	X	\$ 52.00	\$	9,100.00
Electrical Engineer	-	X	\$ 49.00	\$	-
Pre - Professional	165	X	\$ 42.00	\$	6,930.00
Technician	213	X	\$ 34.00	\$	7,242.00
Administrative	46	X	\$ 17.00	\$	782.00
Payroll				\$	37,756.00

Phase II							
Profit Percentage Computation							
A.	Supervisory	244	/	843	X	17%	4.92%
B.	Engineer	340	/	843	X	14%	5.65%
C.	Other Hours	259	/	843	X	12%	3.69%
D.	Sub-Total						14.25%
E.	Complexity f						1.02
F.	Overhead						1.02
G.	Fee Size						1.00
Profit							14.83%

Phase II			
Direct Expenses			
Item	Quantity	Rate	Total
Travel and Mileage		\$	1,000.00
Reproduction		\$	1,800.00
Subs/survey		\$	5,300.00
		\$	-
Total			\$3,800.00
Expenses		\$	8,100.00

Phase II			
Direct Costs			
Payroll		\$	37,756.00
Overhead (Includes Payroll Additives)	138%	\$	52,103.28
Expenses			\$8,100.00
Total Estimated Cost		\$	97,959.28
Profit	14.83%	\$	14,527.36
Total Lump Sum Fee			\$ 112, 486.64
Total Lump Sum Fee		\$	112,486.64

Design Phase II(parts 1and 2, Preliminary Plans)					
Hourly Wages					
Position	Hours		Rate		Total Pay
Principal	30	X	\$ 70.00	\$	2,100.00
Senior Engineer	86	X	\$ 55.00	\$	4,730.00
Project Manager	88	X	\$ 52.00	\$	4,576.00
Engineer	142	X	\$ 52.00	\$	7,384.00
Electrical Engineer	-	X	\$ 49.00	\$	-
Pre - Professional	124	X	\$ 42.00	\$	5,208.00
Technician	141	X	\$ 34.00	\$	4,794.00
Administrative	34	X	\$ 17.00	\$	578.00
Payroll				\$	29,370.00

Phase II							
Overall Profit Percentage Computation							
A.	Supervisory	244	/	843	X	17%	4.92%
B.	Engineer	340	/	843	X	14%	5.65%
C.	Other Hours	259	/	843	X	12%	3.69%
D.	Sub-Total						14.25%
E.	Complexity f						1.02
F.	Overhead						1.02
G.	Fee Size						1.00
Profit							14.83%

Phase II			
Direct Expenses			
Item	Quantity	Rate	Total
Travel and Mileage		\$	1,000.00
Reproduction		\$	1,800.00
Subs/survey		\$	5,300.00
		\$	-
Total			\$8,100.00
Expenses			\$ 8,100.00

Phase II			
Direct Costs			
Payroll		\$	29,370.00
Overhead (Includes Payroll Additives)	138%	\$	40,530.60
Expenses			\$8,100.00
Total Estimated Cost		\$	78,000.60
Profit	14.83%	\$	11,567.49
Total Lump Sum Fee			\$89,568.09
Total Lump Sum Fee		\$	89,568.09

Design Phase II(part 3 Final Plans)

Hourly Wages

Position	Hours		Rate		Total Pay
Principal	12	X	\$ 70.00	\$	840.00
Senior Engineer	-	X	\$ 55.00	\$	-
Project Manager	28	X	\$ 52.00	\$	1,456.00
Engineer	33	X	\$ 52.00	\$	1,716.00
Electrical Engineer	-	X	\$ 49.00	\$	-
Pre - Professional	41	X	\$ 42.00	\$	1,722.00
Technician	72	X	\$ 34.00	\$	2,448.00
Administrative	12	X	\$ 17.00	\$	204.00
Payroll				\$	8,386.00

Phase II

Overall Profit Percentage Computation

A.	Supervisory	244	/	843	X	17%	4.92%
B.	Engineer	340	/	843	X	14%	5.65%
C.	Other Hours	259	/	843	X	12%	3.69%
D.	Sub-Total						14.25%
E.	Complexity f						1.02
F.	Overhead						1.02
G.	Fee Size						1.00
Profit							14.83%

Phase II

Direct Expenses

Item	Quantity	Rate	Total
Travel and Mileage			
Reproduction			
Subs/survey			
		\$	-
Total			
Expenses		\$	-

Phase II

Direct Costs

Payroll		\$	8,386.00
Overhead (Includes Payroll Additives)	138%	\$	11,572.68
Expenses			\$0.00
Total Estimated Cost		\$	19,958.68
Profit	14.83%	\$	2,959.87
Total Lump Sum Fee			\$22,918.55
Total Lump Sum Fee		\$	22,918.55



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 17, 2019

Re: Approve Supplemental Agreement No. 18 with ARE Consultants, Inc. for administration, construction engineering and observation services related to the Bobby L. Chain Airport Apron Restoration Part I Project; Authorize Mayor to execute in duplicate.
File Number: 2019-393
Minute Book #

Summary

Approve Supplemental Agreement No. 18 with ARE Consultants, Inc. for administration, construction engineering and observation services related to the Bobby L. Chain Airport Apron Restoration Part I Project; Authorize Mayor to execute in duplicate.

Recommendation Statement

This is the CE&I contract for the next airport grant project. I recommend approval of this agreement.

Please place this on the December 17, 2019 City Council meeting for consideration.

Supplemental Agreement No. 18

for

Administration, Construction Engineering and Observation

associated with

Runway 31 Safety and Drainage Improvements-

Apron Restoration Part 1

Hattiesburg-Bobby L. Chain Municipal Airport

for the

City of Hattiesburg
Forrest County, Mississippi

Submitted by:

ARE Consultants, Inc.
800 Spring Street, Suite 214
Shreveport, LA 71101

July, 2018

Administration, Construction Engineering and Observation
associated with
Runway 31 Safety and Drainage Improvements-
Apron Restoration Part 1

Hattiesburg-Bobby L. Chain Municipal Airport
Hattiesburg, Mississippi

This Supplemental Agreement, made and entered into this _____ day of December, 2019, by and between the City of Hattiesburg, hereinafter called the OWNER, acting by and through the Hattiesburg City Council, hereinafter called the HCC, who is duly authorized to act for and in behalf of said Owner, and ARE Consultants, Inc., hereinafter called the ENGINEER.

WITNESSETH : That;

WHEREAS, the Owner, on May, 2011, in concert with the Mississippi Department of Transportation and Development (DoTD), and the Engineer entered into a contract to prepare plans and specifications for Runway 13 Drainage and Safety area Improvements - Bobby L. Chain Airport hereinafter called the Project, in accordance with guidelines established by the Federal Aviation Administration, hereinafter called FAA; and

WHEREAS, the Owner, with the approval of the DoTD, desires to obtain construction engineering and inspection services for performing construction administration, construction reference staking, and resident inspection in connection with the apron restoration, first part ; and

WHEREAS, the Engineer is agreeable to undertaking the services under conditions and for fees satisfactory to the Owner and DoTD;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

EMPLOYMENT OF ENGINEER

The Owner agrees to employ the Engineer and the Engineer agrees to perform professional engineering, construction surveying, and inspection services, as more particularly described in the sections to follow, in connection with the Project, and in consideration for having rendered such services, the Owner agrees to pay the Engineer compensation as stated in the sections to follow. The specific services are detailed in attached exhibits "B" and "C."

The Engineer agrees to proceed upon written authorization by the Owner and DoTD, with the services, in proper sequence and in the times specified for the Project as hereinafter set forth.

Contract Time:

The services to be performed under this Supplemental Agreement shall be commenced promptly upon written notice from the owner to proceed and shall be completed within 180 days. The term of this contract may be mutually extended in writing by the parties to this contract for changes to scope.

Compensation:

Compensation to the Engineer for services rendered for this Supplemental Agreement for CONSTRUCTION PHASE SERVICES will be made on the basis of a lump sum fee.

The total lump sum fee that will be paid to the Engineer under the terms of this Supplemental Agreement is \$ **178,879.46** payable in monthly installments as specified under "Payment."

Payment:

Payments to the Engineer for services rendered will be made monthly based on a certified invoice directly proportional to the percentage of completion of work as shown in the monthly progress schedule. The monthly progress schedule shall show in detail the status of the work, shall be subdivided into appropriate Phases with estimate percentages for each Phase, and shall be a form and with a division of items as approved by the DoTD, The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 61 of the Federal Acquisition Regulation (FAR) as appropriate.

Notice to Proceed:

The Engineer shall proceed with the services specified in this Supplemental Agreement after execution of the agreement and upon direct written order of the owner.

Original Contract:

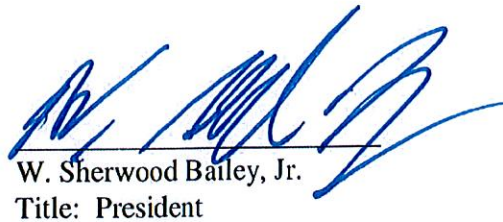
All the requirements of the aforesaid contract of May __, 2011, except as specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

A R E Consultants, Inc.


Witness for First Party


W. Sherwood Bailey, Jr.
Title: President


Witness for First Party

72-1145432
Federal Identification Number

City of Hattiesburg

Witness for Second Party

Toby Barker
Title: Mayor

Witness for Second Party

Supplemental Agreement No. 18
for
Administration, Construction Engineering and Observation
associated with
Runway 31 Safety and Drainage Improvements-
Apron Restoration Part 1

Hattiesburg-Bobby L. Chain Municipal Airport
Hattiesburg, Mississippi

EXHIBIT A
Contractor Contractual Requirements
Title VI Assurances

During the performance of this contract, the contractor, for himself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall 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.

3. Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access

to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to as certain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to —

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor of the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Minority Business Enterprise (MBE) Assurances

1. Policy. It is the policy of the Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR 23 apply to this agreement.

2. MBE Obligation. The contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Supplemental Agreement No. 18 for
Administration, Construction Engineering and Observation
associated with

Runway 31 Safety and Drainage Improvements-
Apron Restoration Part 1

EXHIBIT B
Detailed Scope of Services

This is an Exhibit modification attached to and made a part of the Engineering Services Agreement made in May, 2011, between the City of Hattiesburg and ARE Consultants, Inc. providing for professional engineering services. The Basic Services are amended and supplemented as indicated below:

1. **Paragraph 3.1.2.** The construction administration phase is made a part agreement as relates to Apron Restoration Part 1.

2. **Paragraph 3.4.5.** As part of the Basic Services Fee, the Engineer shall:
 - a. Coordinate bid process and develop construction contract in compliance with FAA requirements.

 - b. The initial phase of construction reference staking shall consist of monumenting the apron restoration limits as directed by the Engineer. Establish reference line and grade.

 - c. Provide project administration and resident engineering.

Required Resident Inspector on site hours are equivalent to fourteen (17) seventy (55) hour weeks.

Supplemental Agreement No. 18 for
Administration, Construction Engineering and Observation
associated with

Runway 31 Safety and Drainage Improvements-
Apron Restoration Part 1

EXHIBIT C
Duties, Responsibilities and Limitations of Authority
of the Resident Project Representative

A. GENERAL

Resident Project Representative, as the Engineer's Agent, will act as directed by and under the supervision of the Engineer, and will confer with the Engineer regarding his actions. Resident Project Representative's dealings in matters pertaining to the on-site work in general be only with the Engineer and Contractors, keeping the Owner advised as necessary, and dealings with subcontractors shall only be through or with the full knowledge of the Contractors. Written communications with the Owner will be only through or as directed by the Engineer.

B. DUTIES AND RESPONSIBILITIES

Resident Project Representative will:

1. Schedules.

Review the progress schedule of shop drawing submission and schedule of values prepared by the Contractors and consult with the Engineer concerning their acceptability.

2. Conferences.

Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with Engineer and notify in advance those expected to attend. Attend meetings, and maintain and circulate copies of minutes thereof.

3. Liaison.

- a. Serve as the Engineer's liaison with each Contractor's Superintendent and assist him in understanding the intent of the contract documents. Assist the Engineer in serving as the Owner's liaison with the Contractors when the construction operations affect the Owner's on-site operations.
- b. As requested by the Engineer, assist in obtaining from the Owner additional details or information, when requested at the job site for proper execution of the work.

4. Shop Drawings and Samples.

- a. Receive and record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by the Contractors, and notify Engineer of their availability for examination.
- b. Advise the Engineer and Contractors of their Superintendents immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submittal has not been approved by the Engineer.

5. Review of Work, Rejection of Defective Work, Inspection and Tests.

- a. Conduct on-site observations of the work in progress to assist the Engineer in determining if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
- b. Report to the Engineer whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; advise the Engineer when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspections or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record and report to the Engineer appropriate details relative to the test procedures and startups.

6. Interpretation of Contract Documents.

Transmit to Contractors the Engineers clarifications and interpretations of the Contract Documents.

7. Modifications.

Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the Engineer.

8. Records.

- a. Maintain at the job site orderly files for correspondence, reports or job conferences, Shop Drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a daily or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the Engineer.
- c. Maintain on a current basis a set of project drawings marked to show the work as actually constructed and assist the Engineer in the preparation of a set of Record Drawings from the information on these marked drawings.
- d. Record names, addresses and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

9. Report.

- a. Furnish the Engineer periodic reports as required of progress of the work and Contractors compliance with the approved progress schedule and schedule of Shop Drawings and sample submissions.
- b. Consult with the Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
- c. Report immediately to the Engineer upon the occurrence of any accident.

10. Payment Requisitions.

Review applications for payments with Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Engineer, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

11. Certificates, Maintenance and Operations Manuals.

During the course of the work, verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to Engineer for his review and forwarding to the Owner prior to final acceptance of the work.

Supplemental Agreement No. 18

for

Administration, Construction Engineering and Observation

associated with

Runway 31 Safety and Drainage Improvements-
Apron Restoration Part 1

City of Hattiesburg

Back-up Calculations

for

Fee Computations

Bidding Administration, Construction Engineering and Observation

Apron Restoration Part 1

Hattiesburg-Bobby L. Chain Municipal Airport

Phase III - Engineering Fee Calculation							
Hourly Wages							
Clerical	—	68	hours	@	\$20.00	=	\$1,360.00
Technician	—	174	hours	@	\$35.00	=	\$6,090.00
Resident Engineer	—	204	hours	@	\$54.00	=	\$11,016.00
Project Manager	—	162	hours	@	\$57.00	=	\$9,234.00
Principal	—	51	hours	@	\$83.00	=	\$4,233.00
Inspector	—	935	hours	@	\$36.50	=	\$34,127.50

Phase III - Engineering Fee Calculation	
Direct Costs	
Direct Payroll Cost	\$66,060.50
Overhead (Includes Payroll Additives - 134%)	\$88,521.07
Expenses (See below)	\$ 1,700.00
Total Estimated Cost	\$156,281.57
Profit @ 13.18%	\$20,597.91
Engineering Fee	\$176,879.48
Surveying Fee	\$2,000.00
Total Fee - Phase III	\$178,879.48

Phase III - Engineering Fee Calculation									
Profit Percentage Computation									
A.	Supervisory Hours	213	/	1594	X	17%	=	2.27%	
B.	Engineer Hours	204	/	1594	X	14%	=	1.79%	
C.	Other Hours	1177	/	1594	X	12%	=	8.86%	
D.	Total (A+B+C)						=	12.92%	
E.	Complexity Factor						=	1.00	
F.	Overhead (Manual Curve)						=	1.01	
G.	Fee Size (Manual Curve)						=	1.01	
Profit = D x E x F x G							=	13.18%	

Phase III - Engineering Fee Calculation		
Direct Expenses		
Travel and Mileage (1,800 miles @ \$0.50/mile)	=	\$ 900.00
Postage and Telephone	=	\$300.00
Reproduction	=	\$500.00
Total Direct Expenses	=	\$1,700.00



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 17, 2019

Re: Approve Wastewater Treatment Agreement by and between the City of Hattiesburg and F & H Utilities for the acceptance and treatment of wastewater for the development known as Copperfield Subdivision, pending approval from Public Service Commission; Authorize Mayor to execute in duplicate.
File Number: 2019-404
Minute Book #

Summary

Approve Wastewater Treatment Agreement by and between the City of Hattiesburg and F & H Utilities for the acceptance and treatment of wastewater for the development known as Copperfield Subdivision, pending approval from Public Service Commission; Authorize Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this agreement.

Please place this on the December 17, 2019 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

December 3, 2019

F & H Utilities
c/o Richard Hiatt Construction, Inc.
15 Keystone Drive Suite C
Hattiesburg, MS 39402

Re: Wastewater Treatment

Dear Mr. Hiatt:

In connection with the Wastewater Treatment Agreement ("the Agreement") dated December 3, 2019, between the City of Hattiesburg, Mississippi ("the City") and F & H Utilities ("F & H"), a Mississippi private utility company, which Agreement is incorporated by reference and is attached hereto as Exhibit "A", the City agrees to allow F & H to continue using a low-pressure system only for the development known as _Copperfield Subdivision, attached hereto as Exhibit "B".

In return, F & H will not oppose any future annexation by the City of Hattiesburg.

If these terms are agreeable, please execute below.

Sincerely,

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Toby Barker, Mayor

Mr. Richard Hiatt
Page 2
December 3, 2019

F & H UTILITIES

By: _____

Attachment

WASTEWATER TREATMENT AGREEMENT

This agreement is by and between the City of Hattiesburg, a Mississippi Municipality, and F&H Utilities, a private utility company existing under the laws of the State of Mississippi.

WHEREAS, F&H Utilities has made application (Docket 2019-UN-119) with the Mississippi Public Service Commission for the expansion of its service area for phase one of Copperfield Subdivision located in Lamar County, Mississippi,

WHEREAS, the Mississippi Public Service Commission requires a signed agreement between the collection entity and the treatment entity be in place prior to approving the expansion,

WHEREAS, the City of Hattiesburg owns and maintains a sewer lift station near the site and currently accepts sewerage from outside its corporate limits on a case by case basis,

WHEREAS, F&H Utilities has the capacity to collect the wastewater and deliver the wastewater to the existing lift station,

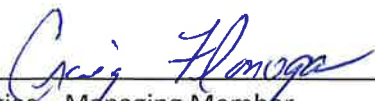
NOW, THEREFORE, in consideration of the mutual agreement herein contained, it is hereby understood and agreed that:

1. The City of Hattiesburg will allow F&H Utilities to bring wastewater from the 90 acre development known as Copperfield Subdivision and deposit into the lift station on Old Hwy 11.
2. F&H Utilities will pay for a meter to be installed by the City of Hattiesburg at the lift station referenced above and in accordance with our existing metering system.
3. F&H Utilities will own and maintain the low-pressure force main to the meter which will be located immediately outside the lift station.
4. The City of Hattiesburg will charge F&H Utilities the current rate of users outside the city limits which is twice the sewer rate for citizens inside the city limits, pending approval from Public Service Commission.
5. Both parties agree and acknowledge that this agreement will **NOT** become effective until the Public Service Commission gives final approval of the expansion.
6. F&H Utilities acknowledges that the City of Hattiesburg is currently in the process of updating their contracts and F&H agrees to accept the new rates when the City of Hattiesburg gives notice.
7. Previous agreement dated June 22, 2009 is incorporated.

IN WITNESS WHEREOF, we the undersigned have executed this agreement on this the _____ day of _____, 2019.

Mayor – City of Hattiesburg

Date: _____


F&H Utilities – Managing Member

Date: _____

Witness of Signatures Date: _____

RECEIVED

JUL 26 2004

MB 2004-3/421-423

MOTION was made by Councilman Bailey and seconded by Councilman Naylor to Authorize Mayor to execute duplicate (2) agreements between the City of Hattiesburg and F & H for the purpose to receive wastewater from F & H into its treatment facility at the North Lagoon and to provide payment to the City of Hattiesburg for said treatment of wastewater as outlined in said agreement.

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

YEAS: Rowell
Carroll
Bailey
Naylor

NAYS: None

ABSENT: Denard

This being the 22nd day of June, A.D., 2004

(Copies)

AGREEMENT

THIS AGREEMENT, entered into on the day and date hereinafter provided by and between the CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation hereinafter referred to as "HATTIESBURG" and F & H SEWER, hereinafter referred to as "F & H" for the purpose of setting forth the terms, conditions and covenants under consistent with which HATTIESBURG will receive wastewater flow from F & H into its wastewater treatment facility, at its North Lagoon, and to provide for payment of HATTIESBURG'S treatment charges.

ARTICLE I

Definitions

Section 1.01 DEFINITION OF TERMS. Terms and expressions used in this Agreement, including the preamble hereof, shall have the meaning set forth in this Article:

- (a) "Domestic Wastewater" means liquid and water-carried waste discharge from sanitary conveniences of dwellings, business buildings, institutions and the like as distinct from wastes in industrial waste.
- (b) "Fiscal Year" means the twelve (12) month period beginning October 1 of each year.
- (c) "Hattiesburg" means the City of Hattiesburg, Mississippi, a municipal corporation.
- (d) "Industrial Waste" means the liquid and water born wastes from industrial processes as distinct from wastes in domestic wastewater.
- (e) "Month" means calendar month.
- (f) "Operation and Maintenance expense" means the current expense paid or accrued in the operation, maintenance, and ordinary repair of the wastewater treatment facility of Hattiesburg and shall include without limitation the generality of the foregoing capital expenditures, insurance premiums and administrative expenses of Hattiesburg and such other reasonable and necessary current expenses relating solely to the wastewater treatment facility, as shall be in accordance with sound accounting practices, but shall not include any allowance for depreciation.
- (g) "person" means and includes the state of Mississippi, a public agency as defined herein, or any municipal entity, town or political subdivision of governmental agency of the State of Mississippi or the United States of America, or any individual, co-partnership, association, firm, trust, State or any other entity whatsoever.
- (h) "point of entry" means the point at which wastewater enters Hattiesburg's wastewater treatment facility.
- (i) "Wastewater" means domestic wastewater and industrial waste, together with such infiltration that may be present.
- (j) "Wastewater Treatment Facility" means the facility of Hattiesburg for treatment and disposal of wastewater, situated in Forrest County, Mississippi, as such facility now exists and as it may be hereinafter improved and for expanded by Hattiesburg and commonly referred to as the "North Lagoon".

ARTICLE II

Discharge of Wastewater. Title. and Metering.

Section 2.01 DISCHARGE. F & H shall have the right to discharge wastewater into HATTIESBURG'S wastewater treatment facility.

Section 2.02 POINT OF ENTRY. F & H shall discharge its wastewater through point or points of entry designated by HATTIESBURG or such at such additional points of entry as may be mutually agreed to by HATTIESBURG and F & H.

Section 2.03 CONVEYANCE TO POINT OF ENTRY. It shall be the sole responsibility of F & H, including and liability incurred in connection therewith, to convey such wastewater to the point of entry through F & H'S disposal system to HATTIESBURG'S wastewater collection system, said point of entry specifically to be HATTIESBURG'S existing gravity collector line along the King Road or Highway 98 West.

Section 2.04 TITLE TO WASTEWATER AND RESPONSIBILITY THEREFORE. Title to wastewater discharged hereunder shall remain in F & H to point of entry and upon passing through point of entry, title thereto and all effluent therefrom shall pass to HATTIESBURG. As between the parties, each party hereto agrees to save and hold the Other party harmless from all claims, demands, and causes of action which may be asserted by any person on account of the reception, transportation, delivery, and disposal while title remains in such party. Provided, however, that any charge against HATTIESBURG resulting from the operation of F & H disposal system shall be deemed an expense of and charged to F & H, regardless of whether title to the wastewater giving rise to any such charge against HATTIESBURG has vested in HATTIESBURG. F & H shall be advised of and have the right to contest any charge made by any charging agency.

This covenant is not made for the benefit of any third party. HATTIESBURG takes responsibility as between the parties hereto for the proper reception and ultimate treatment and disposal of such wastewater received by it from point of entry; provided, however, that the wastewater meets applicable Federal and State standards and restrictions.

Section 2.05 METERING. At point of entry into HATTIESBURG'S wastewater treatment facility, or at such point which will allow for measuring all of F & H'S wastewater, the necessary equipment and device of standard type for measuring properly all of F & H'S wastewater shall be installed, operated and maintained by F & H. Such meters and other equipment shall be the property of F & H, HATTIESBURG and F & H shall have access to such metering equipment at all reasonable times for inspection and examination, but the reading, calibration and adjustment thereof shall be done by employees or agents of F & H in the presence of a representative of HATTIESBURG if requested by F & H. All reading of meters will be read monthly and entered upon proper books of records maintained by F & H and a copy of each monthly reading will be provided to HATTIESBURG. HATTIESBURG shall have access to these record books during reasonable business hours. Meters shall be calibrated in accordance with recommendation of the manufacturer of the meters. If, for any reason a meter is out of service or out for repair, or if, upon any test, the percentage of accuracy of any meter is found to be ten percent (10%) or more, plus or minus, registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such a time is ascertainable, and if such a time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months.

Section 2.06 UNIT OF MEASUREMENT. The unit of measurement for wastewater delivery hereunder shall be one thousand (1,000) gallons, U.S. Standard Liquid Measure, or such other lawful unit as HATTIESBURG may determine to be appropriate and applicable.

ARTICLE III

Comprehensive Sewer Use Provisions

Section 3.01 ADMISSIBLE DISCHARGES. F & H agrees that wastewater discharge from its system into HATTIESBURG'S wastewater treatment facility shall be of such quality that:

- (a) Effluent thereof shall not be in violation of and fully comply with Chapter 21, Section 24 of Hattiesburg's Code of Ordinances, a copy of which is attached hereto and made a part hereof; and
- (b) Effluent thereof meets the then current standards of the State Department of Environmental Quality and the United States Environmental Protection Agency and any other governmental body having a legal authority to set standards for such effluent; and
- (c) HATTIESBURG'S wastewater treatment facility is not damaged to the extent to cause unnecessary repairs or replacement or increased operation and maintenance expenses.

Section 3.02 COMPREHENSIVE SEWER USE PROVISIONS. F & H shall adopt, maintain and impose upon its users such rules and regulations as are necessary to insure compliance with Section 3.01 to the same extent as would be imposed by an appropriate Ordinance of Hattiesburg if such a user were located within the jurisdiction of HATTIESBURG.

Section 3.03 INDUSTRIAL WASTE. F & H shall not allow the discharge of any industrial waste into its sewer system without written consent of HATTIESBURG. Before any such consent may be given, the industry shall file with HATTIESBURG a statement showing the average analysis of the industrial waste it wishes to discharge. No consent for the discharge of industrial waste will be given by HATTIESBURG if such waste does not pass through an inspection manhole located so as to be accessible at all times to inspectors of HATTIESBURG and F & H. If Inspection indicates that damage may be resulting from the discharge, F & H shall be responsible to HATTIESBURG for any such damages, payable immediately upon determination of the amount involved by the parties.

Section 3.04 TESTING. F & H shall allow HATTIESBURG access to its system at any accessible point for purposed of taking samples of F & H wastewater for analysis to insure compliance with ARTICLE III of this agreement. The results of such analysis will be made available to F & H at F & H'S request.

ARTICLE IV

Payments and Annual Adjustments

Section 4.01. F & H, Owner, will pay to the City of Hattiesburg a sum of \$10,000.00 upon execution of said agreement.

Section 4.02. F & H will pay to the City of Hattiesburg a connect fee in the amount of \$100.00 per residence and said fee will be paid when said residence is connected to sewer collection line.

Section 4.03. During the first fiscal year of this Agreement, F & H shall pay to HATTIESBURG for the treatment of its wastewater \$2.30 per thousand gallons, based on actual metered volume and is due and payable to HATTIESBURG within fifteen (15) days of the end of each month. The \$2.30 rate shall be considered the base rate from which adjustments are to be made hereinafter provided.

Section 4.04. Each monthly payment shall be accompanied by certification from F & H as to the beginning and ending meter reading.

Section 4.05. Rates will be adjusted annually in accordance with any rate increases that the City of Hattiesburg May impose on its entire customer base.

ARTICLE V

Effective Date and Term of Agreement

Section 5.01. EFFECTIVE DATE. This agreement shall become effective as of June 22, 2004, and as of that date this Agreement shall constitute the sole and only Agreement between HATTIESBURG and F & H Sewer as to the matters contained herein.

Section 5.02. TERM OF AGREEMENT. This Agreement shall be in force and effect from June 22, 2004, and shall continue in effect from year to year unless either party hereto shall give not less than six (6) months notice in writing to the other that this Agreement shall no longer be in force and effect; however, in no instance shall this Agreement terminate earlier than the end of any fiscal year.

Section 5.03. F & H Sewer will be certified with the State of Mississippi Public Service Commission as a sewer utility for the KINGMILL Subdivision in Lamar County (I.D. No. _____) Sewer has the authority to effect the application and collection of rates and other charges for sewer service to its customers under approved Tariff No. _____. F & H sewer will maintain its certificate, Tariffs, and will continue to collect its customer service fees. All fees due to the City of Hattiesburg will be paid by F & H sewer on an ongoing basis. The fees due the City of Hattiesburg will be based on the flow meter reading as provided in Section 2.05 as stated above.

Any: change or amendment of this agreement will be subject to the future approval of the City of Hattiesburg.

WITNESS THE SIGNATURES of the parties on duplicate originals, on this the 22 day of June, A.D. 2004.

ATTEST:

Eddie R. Myers
CITY CLERK Eddie R. Myers

CITY OF HATTIESBURG, MISSISSIPPI

BY: Johnny L. DuPree

MAYOR Johnny L. DuPree

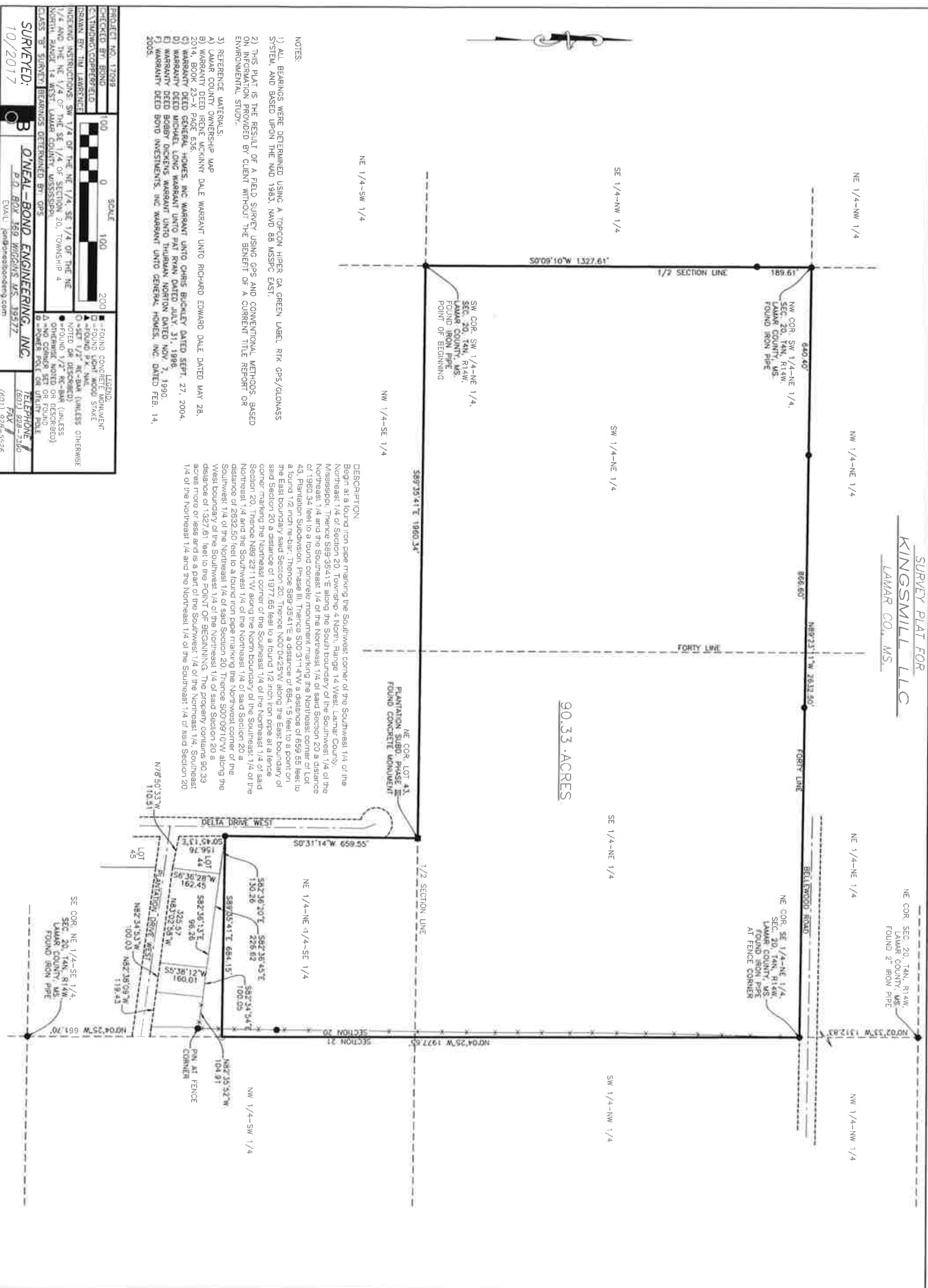
ATTEST:

F & H SEWER

BY: Craig Thompson

OWNER

NE COR SEC. 20, T4N, R14W,
LAMAR COUNTY, MS
FOUND 2" IRON PIPE



WASTEWATER TREATMENT AGREEMENT

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WHEREAS, F&H Utilities has made application (Docket 2019-UN-119) with the Mississippi Public Service Commission for the expansion of its service area for phase one of Copperfield Subdivision located in Lamar County, Mississippi,

WHEREAS, the Mississippi Public Service Commission requires a signed agreement between the collection entity and the treatment entity be in place prior to approving the expansion,

WHEREAS, the City of Hattiesburg owns and maintains a sewer lift station near the site and currently accepts sewerage from outside its corporate limits on a case by case basis,

WHEREAS, F&H Utilities has the capacity to collect the wastewater and deliver the wastewater to the existing lift station,

NOW, THEREFORE, in consideration of the mutual agreement herein contained, it is hereby understood and agreed that:

1. The City of Hattiesburg will allow F&H Utilities to bring wastewater from the 90 acre development known as Copperfield Subdivision and deposit into the lift station on Old Hwy 11.
2. F&H Utilities will pay for a meter to be installed by the City of Hattiesburg at the lift station referenced above and in accordance with our existing metering system.
3. F&H Utilities will own and maintain the low-pressure force main to the meter which will be located immediately outside the lift station.
4. The City of Hattiesburg will charge F&H Utilities ~~the current rate~~ of users outside the city limits which is twice the sewer rate for citizens inside the city limits, pending approval from Public Service Commission.
5. Both parties agree and acknowledge that this agreement will **NOT** become effective until the Public Service Commission gives final approval of the expansion.
6. F&H Utilities acknowledges that the City of Hattiesburg is currently in the process of updating their contracts and F&H agrees to accept the new rates when the City of Hattiesburg gives notice.
7. Previous agreement dated June 22, 2009 is incorporated.

IN WITNESS WHEREOF, we the undersigned have executed this agreement on this the _____ day of _____, 2019.

Mayor – City of Hattiesburg

Date: _____

F&H Utilities – Managing Member

Date: _____

Witness of Signatures Date: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 17, 2019

Re: Approve Lighting Agreement with Mississippi Power Company to provide additional lighting at 706 Pineview Drive for a monthly increase of \$12.47, and authorize Mayor to execute the same.
File Number: 2019-376
Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power Company to provide additional lighting at 706 Pineview Drive for a monthly increase of \$12.47, and authorize Mayor to execute the same.

Recommendation Statement

I recommend approval of additional lighting at 706 Pineview Drive.

Please place this on the December 17, 2019 City Council meeting for consideration.

DATE: 11/26/19

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 59841-82000

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY, ATTN. :(MPC LIGHTING SERVICES) P.O. Box 4079,

Gulfport, MS 39502 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL). Developer understands and agrees that OL provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
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COBRA HEAD FIXTURES

100 WATT HPS	_____	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____

LED FIXTURES

90 WATT LED	<u>Install - 1</u>	<u>706 Pineview Dr</u>
110 WATT LED	_____	<u>Monthly Increase \$12.47</u>
190 WATT LED	_____	_____
280 WATT LED	_____	_____

OTHER FIXTURES

_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE MAIL OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT.

AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, December 17, 2019

Re: Approve a Processing Agreement between the City and OpenEdge, LLC, for credit card processing services for payments made in the Building, Planning, and Tax Divisions and authorize the Mayor to execute in triplicate.
File Number: 2019-382
Minute Book #

Summary

Authorize Mayor to execute in triplicate a Processing Agreement between the City and OpenEdge, LLC, a division of Global Payments, for credit card processing services for payments made in the Building, Planning, and Tax Divisions for a three (3) year period beginning January 2, 2020. No monthly fee will be charged for the services and the fee per card transaction will be 3%.

Recommendation Statement

I recommend the authorization of the Processing Agreement between the City and OpenEdge, LLC for credit card processing for City services fees.

Please place this on the December 17, 2019 City Council meeting for consideration.

CARD SERVICES TERMS & CONDITIONS

1. GENERAL.

The "Card Services Agreement" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or "you"), Global Payments Direct, Inc. ("Global Direct"), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant if Merchant has signed the appropriate space in the Acceptance of Terms & Conditions/Merchant Authorization section of the Merchant Application. The member bank identified in the Merchant Application ("Member") is a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"). Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard, a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"), and a registered acquirer for Discover Financial Services LLC ("Discover"). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.

Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express, Discover and PayPal transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB, China Union Pay, Diner's Club and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.

Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "Services"). During the term of the Card Services Agreement, Global Direct will be the sole and exclusive provider of all card Services to Merchant. Any Merchant accepted by Global Direct for card processing services agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future. A MERCHANT'S SUBMISSION OF A TRANSACTION TO GLOBAL DIRECT SHALL BE DEEMED TO SIGNIFY MERCHANT'S ACCEPTANCE OF THE CARD SERVICES AGREEMENT, INCLUDING THE TERMS AND CONDITIONS HEREIN.

Except as expressly stated in the first three paragraphs of Section 13, all terms and conditions of this Card Services Agreement shall survive termination

2. SERVICE DESCRIPTIONS.

Credit Card Processing Services: Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, MasterCard, American Express, Diners, Discover); settlement; dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions ("Switched Transactions") to the respective card issuers, including but not limited to American Express®, Diners Club® and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.

EBT Transaction Processing Services: Global Direct offers electronic interfaces to Electronic Benefits Transfer ("EBT") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("Recipients"). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("FNS") food stamp benefits ("FS Benefits") and/or government delivered cash assistance benefits ("Cash Benefits," with FS Benefits, "Benefits") to Recipients through the use of a state-issued card ("EBT Card").

Provisions regarding debit card services are set forth in Section 27 below.

With respect to Visa and MasterCard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to Section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or MasterCard product that it has elected not to accept.

3. PROCEDURES.

Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, and to be bound by the operating regulations, requirements, and rules of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time. Merchant acknowledges that the Card Acceptance Guide is located on Global Direct's website at www.globalpaymentsinc.com. Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, MasterCard's Site Data Protection Program, and Payment Application Best Practices. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.

Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. To the extent permissible under applicable law, Merchant will indemnify and hold Global Direct and Member harmless from any fines and penalties issued by Visa, MasterCard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such fines, penalties, fees and costs.

Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable laws, rules and regulations related to both (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("Truncation Laws") and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("Laws on Collection of Personal Information"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all Truncation Laws and Laws on Collection of Personal Information and will indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of Truncation Laws or Laws on Collection of Personal Information as a result of transactions processed at Merchant's location(s).

Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.

4. MARKETING.

Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement.

5. PAYMENT, CHARGES AND FEES.

Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct or by a third party through Global Direct, shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges). Merchant shall at all times maintain one or more commercial checking accounts with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("ACH") network and which can accept ACH transactions. Merchant will be paid for indebtedness purchased under this Card Services Agreement by credit to Merchant's account(s). Merchant's account(s) will be credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the rules and regulations of a card association or network organization. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's account(s) on a daily basis. Merchant agrees to pay and Merchant's account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's account(s) will be debited for all fees, arbitration fees, fines, penalties, etc. charged or assessed by the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's account(s) may be debited or credited, without notice, and if Merchant's account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

6. EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.

Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprints, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("Software"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.

The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). In the event the Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct in the event that any leased item of equipment is lost, destroyed, stolen or rendered inoperative. Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within sixty (60) days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after sixty (60) days.

Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing services under this Card Services Agreement to any other party.

7. FINANCIAL INFORMATION.

Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant, its owners, principals, partners, proprietors or its affiliates as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the operating rules or regulations of the card associations or network organizations, by law, or by Global Direct as specifically requested in writing in individual cases.

8. CHANGE IN BUSINESS.

Merchant agrees to provide Global Direct and Member sixty (60) days prior written notice of its (a) transfer or sale of any substantial part (ten percent (10%) or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable card associations or network organizations.

9. TRANSFERABILITY.

This Card Services Agreement is not transferable by Merchant without the written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be limited to, the authority and right to debit the Merchant's account(s) as described herein.

10. WARRANTIES AND REPRESENTATIONS.

Merchant warrants and represents to Global Direct and Member: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with his instructions; (c) that Merchant will comply fully with all federal, state and local laws, rules and regulations applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable card association or network organization, as amended from time to time; (g) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (h) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (i) that none of the sales transactions submitted hereunder for purchase represent sales to any principal, partner, proprietor, or owner of Merchant, (j) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation Payment Card Industry (PCI) Data Security Standards, Visa's Cardholder Information Security Program and MasterCard's Site Data Protection Program, and (k) that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. In the event that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents a sale to any principal, partner, proprietor, or owner of Merchant, such sales transaction may be refused or charged back.

Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Global Direct and Member shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Global Direct collects monies with respect to such hardware, software or services. Neither Global Direct nor Member makes any representation or warranty with respect to such agent's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability for any failure of such agent to comply with the operating regulations and rules of the applicable card association or network organization, including without limitation any violation, which results in a chargeback to the Merchant. Global Direct and Member have no responsibility for any card transactions until it receives data for the card transaction in the format required by Global Direct. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

NEITHER MEMBER, NOR GLOBAL DIRECT, NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY TERMINAL, ANY EQUIPMENT, SOFTWARE OR SERVICES LEASED, SOLD OR OTHERWISE FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE SERVICES FURNISHED HEREUNDER.

11. INDEMNITY.

Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. To the extent permissible under applicable law, Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the rules and regulations of any card association or applicable laws; (b) any card transaction or any act or omission of Merchant in connection with a cardholder; (c) Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the card association rules and regulations or any violation by Merchant of laws, rules and regulations applicable to Merchant; (d) the rescission, cancellation or avoidance of any card transaction, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant, whether or not well founded, with respect to this Card Services Agreement or a card transaction; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; or (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information. For purposes of this Agreement, including the foregoing indemnities, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

12. LIMITATION OF LIABILITY.

- 12.1 NEITHER MEMBER NOR GLOBAL DIRECT SHALL BE LIABLE FOR FAILURE TO PROVIDE THE SERVICES OR DELAY IN PROVIDING THE SERVICES INCLUDING PROCESSING DELAYS OR OTHER NON-PERFORMANCE IF SUCH FAILURE IS DUE TO ANY CAUSE OR CONDITION BEYOND SUCH PARTY'S REASONABLE CONTROL. SUCH CAUSES OR CONDITIONS SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, ACTS OF GOD OR OF THE PUBLIC ENEMY, ACTS OF THE GOVERNMENT IN EITHER ITS SOVEREIGN OR CONTRACTUAL CAPACITY, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, RIOTS, WAR, SHORTAGES OF LABOR OR MATERIALS, FREIGHT EMBARGOES, UNUSUALLY SEVERE WEATHER, BREAKDOWNS, OPERATIONAL FAILURES, ELECTRICAL POWER FAILURES, TELECOMMUNICATIONS FAILURES, EQUIPMENT FAILURES, UNAVOIDABLE DELAYS, THE ERRORS OR FAILURES OF THIRD PARTY SYSTEMS, NON-PERFORMANCE OF VENDORS, SUPPLIERS, PROCESSORS OR TRANSMITTERS OF INFORMATION, OR OTHER SIMILAR CAUSES BEYOND SUCH PARTY'S CONTROL.
- 12.2 THE LIABILITY OF GLOBAL DIRECT AND MEMBER FOR ANY LOSS ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF ANY MALFUNCTION OF THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE, THE UNAVAILABILITY OR MALFUNCTION OF THE SERVICES, PERSONAL INJURY, OR PROPERTY DAMAGE, SHALL, IN THE

AGGREGATE, BE LIMITED TO ACTUAL, DIRECT, AND GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED ONE (1) MONTH'S AVERAGE CHARGE PAID BY MERCHANT HEREUNDER (EXCLUSIVE OF INTERCHANGE FEES, ASSESSMENTS, AND ANY OTHER FEES OR COSTS THAT ARE IMPOSED BY A THIRD PARTY IN CONNECTION WITH MERCHANT'S PAYMENT PROCESSING) FOR THE SERVICES DURING THE PREVIOUS TWELVE (12) MONTHS OR SUCH LESSER NUMBER OF MONTHS AS SHALL HAVE ELAPSED SUBSEQUENT TO THE EFFECTIVE DATE OF THIS CARD SERVICES AGREEMENT. THIS SHALL BE THE EXTENT OF GLOBAL DIRECT'S AND MEMBER'S LIABILITY ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING ALLEGED ACTS OF NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE AND REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST GLOBAL DIRECT OR MEMBER, WHETHER CONTRACT, TORT, OR OTHERWISE, AND THE FOREGOING SHALL CONSTITUTE MERCHANT'S EXCLUSIVE REMEDY.

12.3 UNDER NO CIRCUMSTANCES SHALL GLOBAL DIRECT OR MEMBER BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUES AND BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF PLACEMENT OF A MERCHANT'S NAME ON ANY TERMINATED MERCHANT LIST FOR ANY REASON, EVEN IF GLOBAL DIRECT OR MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Under no circumstances shall Global Direct, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Agreement.

12.4 IT IS AGREED THAT IN NO EVENT WILL GLOBAL DIRECT OR MEMBER BE LIABLE FOR ANY CLAIM, LOSS, BILLING ERROR, DAMAGE, OR EXPENSE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT WHICH IS NOT REPORTED IN WRITING TO GLOBAL DIRECT BY MERCHANT WITHIN SIXTY (60) DAYS OF SUCH FAILURE TO PERFORM OR, IN THE EVENT OF A BILLING ERROR, WITHIN NINETY (90) DAYS OF THE DATE OF THE INVOICE OR APPLICABLE STATEMENT. MERCHANT EXPRESSLY WAIVES ANY SUCH CLAIM THAT IS NOT BROUGHT WITHIN THE TIME PERIODS STATED HEREIN.

13. TERM AND TERMINATION.

Global Direct understands and agrees that in Mississippi one City Council cannot bind a future City Council without specific statutory authority, and that this Agreement may be voided after June 30, 2021, by a future City Council of Hattiesburg.

This Card Services Agreement shall remain in full force and effect for an initial term of three (3) years. This Card Services Agreement shall be automatically extended for successive one (1) year periods on the same terms and conditions expressed herein, or as may be amended, unless Merchant gives written notice of termination as to the entire Card Services Agreement or a portion thereof at least 60 days prior to the expiration of the initial term or any extension or renewals thereof, in which case this Card Services Agreement will terminate at the end of the then-current term. Notwithstanding anything to the contrary set forth herein, in the event Merchant terminates this Card Services Agreement in breach of this Section 13, the following amount(s) shall be immediately due and payable to Global Direct: the lesser of (a) the maximum amount permitted by state law, and (b) all monthly fees assessed to Merchant under this Card Services Agreement and due to Global Direct for the remainder of the then existing term of the Card Services Agreement, including all minimum monthly fee commitments. Merchant hereby authorizes Global Direct to accelerate the payment of such applicable amount(s) and to deduct such total amount(s) from Merchant's account referenced in Section 5, or to otherwise withhold the total amount(s) from amounts due to Merchant from Global Direct, immediately on or after the effective date of termination. If the Merchant's account does not contain sufficient funds for the debit or the amount cannot be withheld by Global Direct from amounts due to Merchant, Merchant shall pay Global Direct the amount due within ten (10) days of the date of Global Direct's invoice for same. The payment as described here is not a penalty, but rather is hereby agreed by the parties to be a reasonable amount of liquidated damages to compensate Global Direct for its termination expenses and all other damages under the circumstances in which such amounts would be payable. Such amount(s) shall not be in lieu of but in addition to any payment obligations for Services already provided hereunder (or that Global Direct may continue to provide), which shall be an additional cost, and any and all other damages to which Global Direct may be entitled hereunder. Notwithstanding the foregoing, if Merchant provides Global with written notice within forty-five (45) days of Merchant's execution of this Card Services Agreement that it wishes to terminate this Card Services Agreement immediately, Merchant shall not be responsible for the payment of the above-referenced amount(s), but shall be responsible for compliance with all other terms and conditions set forth in this Card Service Agreement, including but not limited to payment for all fees incurred prior to the termination of this Card Services Agreement.

Notwithstanding the foregoing, Global Direct may terminate this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant's default in performing under any provision of this Card Services Agreement, upon an unauthorized conversion of all or any part of Merchant's activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant's terminal or other card reader, upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a card association or network organization, upon any misrepresentation by Merchant, upon commencement of bankruptcy or insolvency proceedings by or against the Merchant, upon a material change in the Merchant's average ticket or volume as stated in the Merchant Application, or in the event Global Direct reasonably deems itself insecure in continuing this Card Services Agreement.

In the event that Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within thirty (30) days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such thirty (30) day period unless notification is withdrawn.

Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant's account(s). If the deposit has already been posted to Merchant's account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant's obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks even if such chargebacks come in after termination. In the event of termination, all equipment leased from, and software provided by, Global Direct including but not limited to im printers, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant's expense.

14. RETURNED ITEMS/CHARGEBACKS.

If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global Direct or

Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the rules of the card associations and network organizations with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. A list of some common reasons for chargebacks is contained in the Card Acceptance Guide provided, however, that such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

15. RESERVE ACCOUNT.

At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("Reserve Account"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) Direct payment by Merchant -- At the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; (b) The proceeds of indebtedness presented for purchase; or (c) The transfer by Global Direct and Member into the Reserve Account of funds withdrawn from any of the accounts referred to in Section 5 or any other accounts, including certificates of deposit, maintained by Merchant or Merchant's guarantor, if any, with any designated depository or other financial institution. Merchant and Merchant's guarantor hereby grants Member a security interest in all accounts referenced in Section 5 or any other accounts, including certificates of deposits, maintained by Merchant or Merchant's guarantor, if any, with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant and Merchant's guarantor hereby instruct said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. Merchant and Merchant's guarantor will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member.

Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the rules and regulations of the card associations or network organizations and (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant will not receive any interest on funds being held in a Reserve Account and Merchant has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes. Without limiting the generality of the foregoing, Merchant shall, upon termination of this Card Services Agreement, maintain the sum of at least five percent (5%) of gross sales for the 90 day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent (5%) of gross sales for the 90 day period prior to termination in a Reserve Account.

16. DEFAULT/SECURITY INTEREST.

Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in Section 5 or any other accounts belonging to Merchant, Merchant's affiliated entities, or Merchant's guarantor held by any designated depository (or by any other financial institution) may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties: (a) all of the accounts referenced in the preceding sentence, (b) the Reserve Account, (c) any rights to receive credits or payments under this Card Services Agreement and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent permitted by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Merchant represents and warrants that (a) Merchant has good and valid rights and title to the property described herein, (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card Services Agreement, without the consent or approval of any other person or entity, (c) no other person or entity has a security interest or lien in any of the property described herein and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) and Merchant's guarantor's instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them are described above in Section 15.

Merchant also agrees that, in the event of a default by Merchant, Member has a right of setoff and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct, Member may have under applicable law.

17. DISPUTE RESOLUTION AND CLASS ACTION WAIVER

NOTE: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS AND THE RESOLUTION OF DISPUTES

- 17.1 Choice of Forum: A court will decide any questions regarding the validity, scope and/or enforceability of this Card Services Agreement. Any litigated action regarding, relating to or involving the validity, scope and/or enforceability of this Card Services Agreement, or otherwise, shall be brought in either the courts of the State of Mississippi sitting in Forrest County or the United States District Court for the Southern District of Mississippi, and Merchant and guarantor (if applicable) expressly agree to the exclusive jurisdiction of such courts. Merchant and guarantor (if applicable) hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or guarantor might otherwise have to personal jurisdiction or venue in such courts.
- 17.2 Class Action Waiver: MERCHANT AND GUARANTOR (IF APPLICABLE) ACKNOWLEDGE AND AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THIS CARD SERVICES AGREEMENT SHALL BE RESOLVED ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PARTIES. MERCHANT AND GUARANTOR (IF APPLICABLE) FURTHER AGREE TO WAIVE, AND HEREBY WAIVE, THE RIGHT TO PARTICIPATE IN A CLASS ACTION

OR TO LITIGATE OR ARBITRATE ON A CLASS-WIDE BASIS.

18. AMENDMENTS.

This Card Services Agreement may be amended only in writing signed by Global Direct, Member, and Merchant, except that (a) the Card Acceptance Guide and any and all fees, charges, and/or discounts (including without limitation surcharges) may be changed immediately, or (b) Global Direct may mail Merchant either (i) a notice describing amendments to this Card Services Agreement or new services to be provided or fees to be charged to Merchant or (ii) an entirely new agreement, which notice, amendments or new agreement will be binding upon Merchant if it deposits sales or credit slips after the effective date of such amendment or new agreement set forth in Global Direct's notice.

19. WAIVER.

No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

20. EXCHANGE OF INFORMATION.

Merchant authorizes Global Direct to order a credit report on Merchant or any owner, officer, shareholder, partner, proprietor, managing agent or guarantor of Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant, Merchant's owners, principals, partners, proprietors, officers, shareholders, managing agents and guarantors with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.

21. GENERAL.

If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.

22. NOTICES.

All notices required by this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc.- 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326. Any notices sent to Merchant shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving written notice to the other party.

23. MERGER.

This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.

24. EFFECTIVE DATE.

This Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur.

25. DESIGNATION OF DEPOSITORY.

The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("Depository") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's accounts. Depository, Member, and/or Global Direct may charge any of Merchant's accounts at Depository for any amount due under this Card Services

Agreement. Global Direct must approve in writing any proposed changes to the account numbers or to the Depository. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.

26. FINANCIAL ACCOMMODATION.

The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.

27. DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.

Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "Covered Terminals") in each of the following debit card networks ("Networks"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks. Global Direct will provide connection to such Networks, terminal applications, settlement, and reporting activities. Merchant will comply with all federal, state, and local laws, rules, regulations, and ordinances ("Applicable Laws") and with all by-laws, regulations, rules, and operating guidelines of the Networks ("Network Rules"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for Merchant in each Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.

Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this Section shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.

In the event that Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this Section necessary to enforce the rights and obligations of the parties contained in this Section shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

28. MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.

Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "Rules"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "Merchant" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon ninety (90) days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "State" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

29. DECLINE MINIMIZER SERVICES.

In the event that Merchant elects to use Global Direct's Decline Minimizer Service (as defined herein below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "Decline Minimizer Services"). The Decline Minimizer Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant accordance with this Agreement.

30. DISCOVER PROGRAM MARKS.

Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("Discover Program Marks"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

31. PAYPAL MARKS.

PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

32. AMERICAN EXPRESS CARD ACCEPTANCE.

Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "cardholder" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.

Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this Section 32 shall have the same definition as "Transaction Data" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this Section 32, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this Section 32 means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.

In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard). Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.

Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.

Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

33. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with the Card Services Agreement and related documents, (2) you consent and intend to be bound by the Card Services Agreement and related documents, and (3) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

By pressing Submit, you agree (i) that the Card Services Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Card Services Agreement and related documents, (iii) that you have the ability to print or otherwise store the Card Services Agreement and related documents, and (iv) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

34. SURCHARGES/OTHER FEES.

Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced are subject to surcharges (as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transactions types for surcharges appear below, however, such sectors and transaction types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time. Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dantage (GA@) or Business View for transaction detail review.

The items listed in this Section 34 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.

In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:

Merchant will also be assessed (a) Cross-Border fees and a U.S. Acquirer Support fee for international MasterCard and Maestro transactions, (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions, and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. MasterCard, Maestro, Visa, American Express, or Discover cardholder will be displayed as a separate item on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.

Merchant will also be assessed per transaction access or participation fees and assessment rates for Visa, MasterCard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct.

Merchant will also be assessed a Discover Network Authorization Fee.

Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application.

Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a MasterCard CVC2 Transaction fee and the MasterCard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not

properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. MasterCard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's MasterCard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

SURCHARGES FOR PREDOMINANT MARKET SECTORS

Retail/Restaurant Electronic Merchant

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system or the payment application provided by Global Direct or its partner, which is designed for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and all Commercial Cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for No Signature Required [NSR] program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or, Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).
- The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring surcharges.

Restaurant Electronic Merchant

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.

Supermarket Electronic Merchant

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Emerging Market Electronic Merchant

If you qualify as an Emerging Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization.
- Settle and transmit batches same day via your terminal/electronic system.
- Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with "Direct Marketer" market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

MOTO Electronic Merchant

If you are a MOTO Merchant (non-magnetic swipe read transactions), and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
- Address Verification Request in authorization on cardholder billing address. For Discover transactions, Merchant must obtain full address verification request on street number and/or 9 digit postal code.
- CID verification for Discover merchants on non-recurring transactions. Purchase date (settled date) is ship date.
- Send order number with each transaction.
- Settle and transmit batches same day via your terminal/electronic system.
- Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid surcharges. Electronic commerce transaction requirements are also subject to additional card association requirements which must be complied with to avoid surcharges. Please refer to Card Acceptance Guide for additional requirements.

NOTE: Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

Public Sector Electronic Merchant

If you are an approved (certified) public sector merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Public Sector. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Purchase Card Electronic Merchant

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
- Address Verification Request in authorization on cardholder billing address.
- Purchase date (settled date) is ship date.
- Send order number (customer code) with each transaction.
- Send tax amount with every transaction.
- Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
- Settle and transmit batches same day via your terminal/electronic system.

Lodging/Auto Rental Electronic Merchant

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount.
- Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who (1) accept credit cards for advance payment; (2) guarantee reservations using a credit card; or (3) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions.

Paper Deposit Merchant

Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

Debit Card Merchant

Each debit card transaction will be assessed the network's acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.

Card Present: / Mag Stripe Failure:

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be

required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products, including the payment application, if any, will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and surcharges.

The foregoing information regarding surcharging is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA. 30326, or call: 1-800-367-2638. Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

Global Payments Direct Inc. is a registered ISO of BMO Harris Bank N.A. and Wells Fargo Bank, N.A.

Debit sponsorship is provided by Old Line Bank - 1525 Pointer Ridge Place, Bowie, MD. 20716, 1(800)617-7511.

MERCHANT WORKSHEET FOR TYLER TECHNOLOGIES

Return by Fax **410-753-1333** or email to **susan.gresham@openedgepay.com**

BUSINESS INFORMATION

City of Hattiesburg
Legal Business Name

City of Hattiesburg
Merchant "Doing Business As" Name
(this is what will show on your customers receipt)

P.O. Box 1898
Legal Address

200 FORREST STREET
Physical Location Address (NO PO Box #)

Hattiesburg MS 39403-1898
City State Zip

Hattiesburg MS 39401
City State Zip

601 545-4602 601 545-4608
Phone Fax

601 545-4501 601 545-4608
Phone Fax

Since 1884 City Government
Years in Business Type of Business

1
No. of Physical Locations

Tax ID No. (9 Digits)

keaton@hattiesburgms.com
Contact Email Address

Kermas Eaton 601 545 4602
Contact Name Contact Phone

besters@hattiesburgms.com
Customer Service Email

(601) 554-1008 www.hattiesburgms.com
Customer Service Phone Website Address

besters@hattiesburgms.com
Which email address should be used to receive notifications from OpenEdge
(such as account enrollment and/or PCI setup)?

Which address should receive
monthly statements (Check One)?

☒
Legal

☐
DBA

ACCOUNT INFORMATION

2,100
Total Estimated Annual Credit Card Sales

\$200.00
Estimated Average Ticket (Average credit card sale)

N/A
Total Estimated ACH/Check Sales (if applicable)

Bank Account Number (Optional)

Bank Routing Number

A voided check or bank verification letter is also required

TOTAL SALES PROFILE (Must equal 100%)

Cards Swiped 20 % Mail Order/Phone/Internet: 80 %

Does merchant accept transactions
before the customer receives product
or service? i.e. any prepayments

☐
Yes

☒
No

If prepaid, how long does the customer
wait before product is received?

If yes, for which product or service?

of sales in the % of cost that is prepayment? %
category?

What are you accepting payments for? (Indicate all that apply)

Utility

Taxes

☒
Municipal

Other (explain)

MERCHANT WORKSHEET FOR TYLER TECHNOLOGIES

Return by Fax 410-753-1333 or email to susan.gresham@openedgepay.com

SALES PROFILE (continued)[illegible]

INFORMATION ABOUT TYLER

Which Tyler Technology products/applications are you using? (check all that apply)

☒	☒	☐	☐	☐	☐	☐	☐	☐
Cashling	EnerGov-My-GovPay	New World Systems	Parks & Rec E-Commerce	Munis Citizen Self Service	Tyler Payments	Incode	Incode10	Insite

Who are your Tyler Representatives?

Josh McKelvey (888) 355-1093 ext. 763159 Project Manager Josh.McKelvey@TylerTech.com

What is your planned implementation date?

1/21/2020

AUTHORIZED SIGNER

Name (First & Last)

Phone

Title

Email

Please include a voided check or bank verification letter with this worksheet



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ronda Cole, Clerk of Council

cc:

Date: Tuesday, December 17, 2019

Re: Approve Service Agreement with MCCi for scanning, converting, indexing and hosting of Minute Books for an amount not to exceed \$20,000.00 and authorize the Mayor to execute the same.
File Number: 2019-360
Minute Book #

Summary

The city council minutes are recorded in minute books dating back to 1895. MCCi would scan all the minute books and link them online to the city's website and make them searchable.

Recommendation Statement

I recommend approval of Service Agreement.

Please place this on the December 17, 2019 City Council meeting for consideration.

Prepared For:
Hattiesburg, MS

Presented By:
Mike Beaudreau

SCANNING SOLUTION

Issued: December 10, 2019





CORPORATE OFFICE

Sales Department
1958A Commonwealth Lane • Tallahassee, FL 32303
Phone (800) 342-2633 • Fax (850) 564-7496

MICHAEL BEAUDREAU

Account Executive
Atlanta, Georgia Office

(770) 855-9159 • mbeaudreau@mccinnovations.com

December 10, 2019

Ms. Ronda Cole
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Dear Ms. Cole:

Thank you for allowing me to work with you regarding our Digitization services. While reviewing the enclosed Proposal, please keep in mind the following advantages of being a MCCi Client:

Experience - MCCi was created by Municipal Code Corporation to focus on innovative solutions for the public sector. MCCi has been providing scanning, indexing, and conversion services to entities including Cities, Counties, State Agencies, Special Districts, School Districts, Law Enforcement, and more for over 15 years. We have completed hundreds of projects and have a long list of satisfied Clients.

Client Commitment - We are committed to making sure your project is done right. If the quality of our work is not what you expect, we fix it. Our Clients come first.

Safe & Secure - All Scanning Division staff go through HIPAA and CJIS training for sensitive documents. Sensitive data is stored and accessed using several levels of security.

Leading Provider - MCCi is the leading provider of Laserfiche in the world and a Laserfiche Gold VAR. Even if you don't have Laserfiche, we know document management and can help make sure you are able to leverage your digital documents.

Complete Solutions - In addition to converting documents, we provide solutions for document management, business process improvement, and managing public records requests. We are passionate about helping our Clients go paperless and improve overall efficiency. Working with a single partner can help reduce costs and improve project outcomes.

If you have any questions concerning our proposal or desire additional information, please do not hesitate to contact me. We appreciate your interest and hope that we will have the pleasure of working with you.

Sincerely,

Michael Beaudreau
Account Executive

EXECUTIVE SUMMARY

OUR HISTORY

Our story goes back to the 1950s, as a one-man operation, for the sole purpose of codifying municipal laws and ordinances and printing this material. George Langford, the founder of Municode, was a true pioneer. He bought the first copy machine in Florida and carried it from city to city in the trunk of his Buick.

Fast forward 65 years and look at us now! MCCi is committed to leading the industry, staying abreast of technology and focusing on the needs of our clients so that everyone – our clients and our employees – may grow.

OUR CULTURE

We are fanatical about client success. Success starts with our eagerness to understand our client's goals. We understand that excellent service, client education and follow up are all part of the successful life cycle.

We don't just want to date our clients. We demand every member of our team understand and practices the foundation of a long-term relationship: communication, caring, and commitment.

We innovate and evolve. Our growth initiatives are based on what our clients need and where they are headed. We understand that we must continuously evolve and improve to support our clients.

OUR TEAM

MCCi is a leading provider of digitization services in the nation. With scanning facilities throughout the U.S., coupled with our on-site scanning services, we have the capabilities to handle projects large and small. We are not just your scanning service provider. We are consultants who can draw from more than 15 years of experience to provide customized solutions.

CLIENT RELATIONS

From the beginning, we take the time to learn about your organization's needs to provide you with top-notch service to help you achieve your goals. Your account executive will assist in managing customer service communication through the life of the product.

PROJECT MANAGEMENT

When it is time to start your project, we will introduce you to your project team. During this introduction, the team will discuss the project objectives, the anticipated timeline, and answer any questions.

PRODUCTION TEAM

From document preppers, indexers to scanning operators and quality control, our team members have extensive experience in the digitization process. The team follows specific project guidelines for each step of the process, ensuring quality and accuracy.

LEADERSHIP

You can rest assured that our company stands behind our work. Our scanning division managers, chief operating officer, and even our president is available to handle escalated issues to make sure every client is satisfied. We listen to our client's needs and always make that our number one priority.

WHY NOW IS THE TIME

STORAGE SPACE

Large quantities of paper documents and records can take up valuable office space and limit the ability to run your department. If you utilize off-site storage, scanning your documents can save you money on retrieval requests and storage fees. By digitizing your files, you can save space, money, and time.

DISASTER PREPAREDNESS

Moving to electronic files can be an important part of your disaster preparedness and business continuity plan. Scanned documents provide backup copies of your files in an easily portable digital format. This provides extra assurance that you will be able to access your information in the event of a disaster.

TRACKING & SHARING

Scanning your documents and records can help you share the information instantly with staff and clients at any location. Electronic files can eliminate the need for costly reproduction, mailing, and are easier to track. Search, find, and share your documents in minutes instead of hours.

SCANNING SERVICES

RECORDS TYPES

Documents come in countless formats from letter or legal size, to large format. Don't forget about microfilm, microfiche, and bound books!

PICKUP & SHIPPING

Scanning facilities located throughout the U.S. provide easy pick-up or shipping of records.

FLEXIBLE SCHEDULES

Monthly, quarterly, and annual scanning schedules are available.

ACCESS TO RECORDS

While records are in MCCi's possession, you can request a copy of any documents and typically fulfilled within 24-hours.

SAFE & SECURE

Our facility maintains HIPAA and CJIS certifications for working with sensitive records. Our team is trained in document handling procedures to ensure that your records are processed with care.

LASERFICHE EXPERTS

As the top Laserfiche provider in the world, MCCi can integrate the scanned documents with your Laserfiche solution to provide a powerful index retrieval search engine.

QUALITY CONTROL IS OUR TOP PRIORITY

From the time we receive your documents until the project is complete, we treat your documents as if they are our own. We understand the care needed to ensure that documents are properly preserved.

SECURE DOCUMENT TRANSPORTATION

We can provide pickup and transportation of the documents to our secure production facility. All documents have a high-level inventory checkpoint, carefully loaded on our truck, signed by the driver, and transported to our secure facility. Upon arrival, a manager will verify and sign for the documents. Each project will be inventoried into our facility, labeled, and secured until the project process begins.

PREPARATION

Our preparation team prepares the documents for scanning according to the clearly defined project specifications, agreed upon with MCCi and our client. Document preparation can include removing staples and otherwise preparing the documents and large format drawings for scanning. The prep team is assigned specific work and focused on one project to ensure accuracy.

SCANNING

After preparation is complete, our scanning team receives documents ready to be scanned. We prepare scanner settings, proper document separation, and ensure the document batch is ready to be digitized. Images are reviewed during the scanning process for clarity and page capture for proper standards. Our clients review the first batch of scanned images to verify quality meets their expectations. Scanners are inspected and regularly maintained to ensure proper working order.

INDEXING

Before we start your project, we will have consultations to understand your complete indexing needs. Verifying the correct metadata associated with your documents can be critical to the success of the project. Our indexing team follows specific instructions based on the client's project.

IMPORT OF RECORDS

MCCi offers import services to ensure that scanned records can be easily imported into the client's system, decreasing the workload on the Client. Our team is experts on importing records, Laserfiche best practices, architecture standards, and templates/metadata.

QUALITY ASSURANCE IS A TEAM EFFORT

Our production team follows a proven process specifically designed to review and monitor the quality of the client's information throughout the entire process. As the work passes through each phase, it is quality checked randomly by the unit. Upon reaching the final phase, we produce a quality product that multiple team members have reviewed to look for missing, blank, or rotated pages and other issues.

Upon receipt of delivery from MCCi, we encourage our clients to conduct their own quality assurance inspection to ensure accuracy and quality:

- Verify general contents of the returned shipment
- Spot check documents to assure proper order according to project specifications
- Validate physical images match digital images
- Let MCCi know promptly of any found errors or issues.

SCANNING SOLUTION

SCOPE OF SERVICES AND PROJECT PRICING

The Client will furnish MCCi for its use in preparing the document imaging project all hardcopy /electronic documents to be converted.

PROJECT SCOPE 1: – All estimates are based on information provided by the Client

- General Description
 - Document Size: Regular up to 11" x 17" – Bound Minute Books
 - Department: Clerk
 - Document Types: Minutes
 - Document Count: 13
 - Image Count: 5,850
 - Images Per Document: 450
- Document Preparation:
 - Current Storage Method: Bound Books
 - Condition of documents: Good
- Image Processing & Indexing
 - DPI & Color: 300 DPI, Black & White
 - Number of Index Fields: Up to 1 Fields
 - Document Naming Convention: Meeting Date
 - Fields to be Indexed: Meeting Date
 - Optical Character Recognition: Included when applicable
- Image Output
 - Method of Delivery: Secure FTP Transfer
 - Output Type: Laserfiche Briefcase
- Material Handling
 - Shipping Logistics: Volume pricing includes one roundtrip of pickup and delivery of documents
 - Shipping & Delivery Terms: Up to 1 shipments (if job is broken up, volume pricing must be also)
- Special notes:
 - Any corrections such as rescans or indexing changes must be brought to MCCi's attention within 90 days of the date that MCCi delivers the data to the Client. Corrections will not be made after 90 days.
 - To move forward with the pricing below, this needs to occur in one trip, without exception

PROJECT SCOPE 2: – All estimates are based on information provided by the Client

- General Description
 - Document Size: Regular up to 11" x 17"
 - Department: Clerk
 - Document Types: Minute Books, Ordinances, Ledger Books, Misc.
 - Document Count: 1,170
 - Image Count: 117,000
 - Images Per Document: 10
- Document Preparation:
 - Current Storage Method: Book Racks
 - Condition of documents: Good
- Image Processing & Indexing
 - DPI & Color: 300 DPI, Black & White
 - Number of Index Fields: Up to 2 Fields
 - Document Naming Convention: Meeting Date
 - Fields to be Indexed: Meeting Date, TBD
 - Optical Character Recognition: Included when applicable
- Image Output
 - Method of Delivery: Secure FTP Transfer
 - Output Type: Laserfiche Briefcase
- Material Handling
 - Shipping Logistics: Volume pricing includes one roundtrip of pickup and delivery of documents
 - Shipping & Delivery Terms: Up to 1 shipments (if job is broken up, volume pricing must be also)
- Special notes:
 - Any corrections such as rescans or indexing changes must be brought to MCCi's attention within 90 days of the date that MCCi delivers the data to the Client. Corrections will not be made after 90 days.
 - To move forward with the pricing below, this needs to occur in one trip, without exception

PROJECT PRICING

Project 1 – Conversion of Documents estimated cost Excess Images @ \$1.37	\$7,346.00
Project 2 – Conversion of Documents estimated cost Excess Images @ \$0.12	\$12,654.00
<u>TOTAL ESTIMATED PROJECT COST</u> (Including 1 roundtrip pickup/return)	\$20,000.00

PAYMENT & BILLING TERMS

MCCi will invoice project on a monthly schedule, based on deliverables (via Electronic media or the internet). Payment is due upon receipt of an invoice.

ALL QUOTES EXPIRE IN 30 DAYS

NCPA Pricing: The pricing and terms in this contract are derivative of the “Not-To-Exceed” digitization rates that were competitively sourced through the National Cooperative Purchasing Alliance (NCPA). The rates and terms listed are based upon the complexity and volume of the project(s) outlined in this contract. The rates listed may be applied to additional projects that haven’t been specifically outlined in this contract, but MCCi reserves the right to verify the complexity of those projects and if needed modify the rates accordingly.

MCCI, a Limited Liability Company, which is duly organized and existing under the laws of the State of Florida, hereinafter referred to as MCCI, hereby offers the Laserfiche Software & Services to the **CITY OF HATTIESBURG, MS**, a corporation duly organized and existing under state law, hereinafter referred to as the Client, according to the following terms and conditions.

MCCI DOCUMENT SERVICES – INDEXING SERVICES. Once MCCI has received your documents, the following process will occur according to the terms laid out in MCCI's pricing proposal and may vary according to services selected.

CONSULTATION. A Consultation will be scheduled via a telephone conference after receipt of signed contract. This consultation is designed to go over the following: the signed contract and terms, folder structure, current searching methods, document naming scheme, document preparation requirements, and document shipment and/or pick up.

DOCUMENT PREPARATION. If you decide to send paper documents to MCCI, the process of document preparation begins with removing any materials that may prohibit the document from being fed through the scanner (i.e. Removal of documents from file folders, Removal of staples, paperclips, tape, clips, etc) and is described as Document Preparation. Upon completion of scanning, MCCI will organize the documents into their original order as received from the Client but not placed back into their file folders or reprepmed unless specifically stated otherwise in the project scope.

DOCUMENT ORGANIZATION & INDEXING. Based on the scope of the project and outcome of your consultation, MCCI will organize and index your documents. Each project will have its own required organization and indexing requirements. Our project management team will work with the Client to identify those requirements. Prior to project kickoff we will send the Client example template cards and file-tree structure for their approval. Or, if the Client already has existing Laserfiche template cards created for a specific document series, they can send us that template via Laserfiche Briefcase.

DOCUMENT QUALITY CONTROL. MCCI performs a thorough quality control process after the job has been completed. Steps are taken to ensure documents have been captured, the quality of the scanned images are comparable to the originals, and manual indexing errors have been corrected. Even with the best quality control processes, there are going to be occasional errors that go uncorrected. MCCI's acceptable error rate will be less than 0.5% for the overall project, unless otherwise stated in writing. MCCI cannot be accountable for records not reflected in original inventory report as provided by Client. MCCI will correct only those valid discrepancies above the acceptable error rate reported within 90 days after delivery of electronic data to Client.

DOCUMENT STORAGE. MCCI's facilities contain secure rooms for hardcopy "work in progress" document storage. MCCI will arrange for the return of hardcopy documents to the client after completion of scanning. If documents reside at mcci facilities for a period longer than 90 days after converted electronic data is delivered to client storage charges of \$2.50 per cubic foot per month will apply.

DATA STORAGE MCCI is not responsible for maintaining a copy of Client data, with the exception of Clients who contractually and on a recurring basis, utilize MCCI's Online Document Hosting Services. MCCI periodically reviews and deletes Client data from previous projects. The timing of the periodic review and deletion of data is at MCCI's discretion. MCCI recognizes that for records retention and security compliance, the Client may require MCCI to delete copies of it's data prior to MCCI's process of deleting data; If so, the Client is responsible for making the request in writing and for obtaining confirmation of data deletion.

ENTERPRISE WIDE SCANNING SERVICES. In accordance with the terms and conditions herein, MCCI can provide any department in the organization with scanning services for documents other than those described in this pricing proposal. All costs are volume based and can be provided upon request. MCCI will consult with each department interested in beginning their own project to determine individual scanning and indexing needs.

MICROFILM & FICHE CONVERSION SERVICES. MCCI offers electronic conversion services for microfilm, microfiche, and aperture cards. The Client will provide MCCI with data to be converted to electronic format. MCCI will extract the images contained on the film/fiche and migrate them to Laserfiche or to another industry standard format as requested by the Client. The images will be captured based upon the reduction ratio and threshold between the beginning and ending of new images on the original film. MCCI is not responsible for the accuracy of existing image quality, such as black borders, skewed images, blurry images, non-legible images, or other errors that are not controllable by MCCI. Unless otherwise specified in the project scope, MCCI will index by the roll/card number or unique identifier.

LASERFICHE SEARCH ENGINE MEDIA. If included in the Scope of Services, MCCI will integrate the documents with the LaserFiche Software to provide the Client with the most powerful index retrieval search engine available with the following features: intuitive browse window, index cards, and full text word search. MCCI will provide the Client with the appropriate media containing all documents scanned and integrated with Laserfiche.

ONLINE DOCUMENT HOSTING. MCCI will post the documents to the web for a minimal annual fee. MCCI provides the Client with a direct link which can then be linked to the Client's website for public access if desired. Document storage cost is determined upon actual image count. All documents on the site are integrated with a search engine, and updates are incorporated as the database is amended.

PROJECT TIMELINE. MCCI will complete and deliver the project within the predetermined project timeline as agreed upon with the Client. Should MCCI require additional time, the Client will be notified immediately.

DOCUMENT TRANSPORTATION. The Client is required to package all materials per MCCI's instruction prior to delivery of materials to MCCI facilities. If the Client chooses to utilize MCCI's pick up and delivery service (offered in select states), pricing is based on picking up the entire project described in the scope of services in one shipment. At the time of updating or if additional trips are required due to the Client not having all the documents ready for pick up, additional charges will be applied. If the Client chooses to ship via a certified carrier, the Client incurs all shipping costs.

PRICING. Charges apply on a per project basis and are dependent upon size and volume of documents. MCCI requires having the entire project in bulk, rather than in small quantities. Breaking the project into smaller quantities will affect the volume pricing, and additional charges per image may apply. A sample may be required prior to confirming large volume job pricing.

UNANTICIPATED DOCUMENT TYPES & SIZES. The prices quoted are made with the expectation that Client will properly prepare and annotate materials for scanning bureau use and that documents are consistent with the description provided in the scope of services. If documents are not as initially represented, additional charges will apply. MCCI will call for authorization to proceed with the project.

LASERFICHE SYSTEM CLIENTS. Due to requirements by Laserfiche systems regarding the importing of images and indexing information, it is highly recommended that Clients who already have a Laserfiche system have their documents scanned using only Laserfiche software. This will ensure that all associated indexing information will be properly retained after the importing of images into the Laserfiche system. MCCi has knowledge of the software versions, indexing requirements, and compatibility issues for each of our Laserfiche system Clients. For these reasons, MCCi should be considered as a Preferred/Best Value provider for scanning services. Additionally, Laserfiche System Clients are required to supply MCCi with a Laserfiche Briefcase of their current folder/template structure, prior to each scanning project / updates to existing projects.

MCCI CERTIFIED PARTNERS. MCCi maintains partnerships for the purpose of additional capacity and flexibility in meeting Client expectations. In the event partners are used for a project, the management and support of the project is handled directly by MCCi. . Physical documents will never leave the United States, but our partners may utilize offshore resources to handle document indexing, quality control, and other processes.

AGREEMENT EXTENDED TO OTHER GOVERNMENTAL UNITS. MCCi agrees to allow any other Government agency to purchase items at the same terms, conditions and pricing as this contract during the period of time that this contract is in effect. Minor changes in terms and conditions may be negotiated by MCCi and participating Government agencies. Any orders issued against this agreement shall be the sole responsibility of the Government agency placing the order. It is understood that the Client shall incur no financial responsibility in connection with any purchase by another Government agency.

TERMINATION. The services provided in this agreement will be in full force and effect for a period of one (1) year from the date of shipment of the completed product to the organization. Thereafter, this agreement will be automatically renewed from year to year, provided that either party may alter or cancel the terms of this agreement upon sixty (60) days' written notice.

FORCE MAJEURE. Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

CLIENT FINANCIAL SOLVENCY/BANKRUPTCY. MCCi may require payment in advance for products and services in response to learning of financial solvency or bankruptcy issues.

LIMITED LIABILITY. Notwithstanding anything in this Agreement to the contrary, MCCi's total liability to the client for any and all claims, damages, or liability arising out of or related in any way to this agreement or the products or services being provided by MCCi to Client shall be strictly limited to the project fees paid to MCCi by the Client for the preceding 12-month period immediately preceding the event giving rise to the claim by the Client, and shall also be limited to the fees paid to MCCi for the particular service/product that the Client's claim was caused by or arose out of.

PAYMENT & BILLING TERMS. MCCi will invoice project on a monthly schedule, based on deliverables (via Electronic media or the internet). Payment is due upon receipt of an invoice.

MARKETING & REFERENCES. Client agrees to allow MCCi to publicly announce the client's selection of MCCi for the specific solution(s), at the time of the client contracting with MCCi. Additionally, upon the client providing written consent, MCCi is authorized to publish and publicize testimonials and case study information pertaining to MCCi's work with the Client. This information, including the Client's organization name, logo, and contact information will be used in all media types.

USE OF BASECAMP. Through the course of this project, MCCi may choose to utilize the third-party service Basecamp (<http://www.basecamp.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and The Client may be stored in Basecamp. The Client acknowledges that Basecamp is responsible for secure storage of this documentation, and agrees that Basecamp's security guidelines located at <https://basecamp.com/security> are acceptable for the storage of The Client's data and correspondence exchanged with MCCi.

Submitted by: **MCCi, LLC**

Date: December 10, 2019

By: _____
(Signature)

(Printed Name & Title)

Noted Items Accepted by: **CITY OF HATTIESBURG, MS**

Date: _____

By: _____
(Signature)

(Printed Name & Title)



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Andrew Ellard, Director
cc:
Date: Tuesday, December 17, 2019
Re: Approve and authorize issuance of manual check for CDBG Program Claim per the attached memorandum.
File Number: 2019-379
Minute Book #

Summary

Recipient: Habitat for Humanity
Activity: Emergency Repair
Program: CDBG
Project Site: 708 Monroe Street
Amount Requested: \$10,000.00
Purpose of Request: Payment Request #1
Work Provided by: Curtis Newsome

Recommendation Statement

Recommendation to place on the December 17, 2019 City Council meeting for consideration to issue manual check.

Please place this on the December 17, 2019 City Council meeting for consideration.

STATEMENT



Date: 11/18/2019
Statement # 20191811

Hattiesburg Area Habitat for Humanity
P.O. Box 1092
Hattiesburg, MS 39403-1092
(601) 582-4663
Fax: (601) 582-8282

Bill to:
Clarence Williams
City of Hattiesburg/Community Development
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4558
Customer ID 2016CHB

CDBG Project for Mary Smith, 708 Monroe St. Hattiesburg MS 39401

<i>Date</i>	<i>Description</i>	<i>Amount</i>	<i>Balance</i>
11/1/2019	Curtis Newsome Home Improvements Exterior- Remove and replace roof 15 Sq, Repaired rafter and sheeting damaged areas	9,500.00	9,500.00
11/1/2019	Interior- kitchen counter tops, sheetrock repaired in several rooms Administrative Fee	500.00	10,000.00

<i>Current</i>	<i>1-30 Days Past Due</i>	<i>31-60 Days Past Due</i>	<i>61-90 Days Past Due</i>	<i>Over 90 Days Past Due</i>	<i>Amount Due</i>
10,000.00					10,000.00



Building Homes, Community, and Hope



Remittance

Statement # 20191811

Date

Amount Due 10,000.00

Amount Enclosed

Make all checks payable to Hattiesburg Area Habitat for Humanity, Inc.

Thank you for your business!

RECEIVED
12/18/18

HATTIESBURG AREA HABITAT FOR HUMANITY
WEATHERIZATION ACCOUNT
PO BOX 1092
HATTIESBURG, MS 39402

85-326653
1008

PAY TO THE
ORDER OF CURTIS NewSome

DATE 10/24/2019

Nike Thousand Five hundred 00 00 00
DOLLARS \$ 9,500.00

Security features
Details on back



MEMO Indice 612445 708 mander ST

Scan 12/20/19 Houston Area

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Bill

MP

RECEIVED
10/26/19
8:56 AM



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, December 17, 2019

Re: Approve an amendment to the Community Development Housing Rehabilitation and Housing Repair Grants Program Manual (December 2019 - Temporary Relocation Policy). {Entitlement}
File Number: 2019-380
Minute Book #

Summary

Adopt an amendment to the Community Development Housing Rehabilitation and Housing Repair Grants Program Manual (December 2019 - Temporary Relocation Policy). {Entitlement}

Recommendation Statement

I recommend adopting this amendment the Community Development Housing Rehabilitation and Housing Repair Grants Program Manual (November 2019 – Temporary Relocation Policy).

Please place this on the December 17, 2019 City Council meeting for consideration.

**City of Hattiesburg
Housing Programs
Temporary Relocation Policy**

It is not the intent of the City or the Housing Rehabilitation, Repair, Reconstruction Grant Program, herein referred to as the “program” to cause permanent displacement of a residential homeowner occupant whose dwelling is to receive repair, rehabilitation, or reconstruction. However, the City anticipates that from time to time projects may involve the temporary relocation of a homeowner in order to proceed in a safe and/or timely manner.

As such, in accordance with 24 CFR 92.353(d) the City of Hattiesburg has adopted this “Optional Temporary Relocation and Replacement Housing Policy,” herein referred to as the “policy,” as a part of its program. This policy provides guidance under which the City may provide financial temporary relocation assistance to grantees of the program when such temporary relocation is determined to be necessary.

The City anticipates that the following scenarios may warrant temporary relocation assistance:

- The City determines that it is in the best interest of the homeowner that the home be vacant so that rehabilitation or repair can occur in a safe and/or timely manner.
- The City determines that the condition of the structure is so deteriorated and/or unsafe that reconstruction is appropriate, and that to carry out the reconstruction in a safe and/or timely manner, that the homeowner vacate the property for the reconstruction project.
- The City determines that the condition of the structure is so deteriorated and/or unsafe that reconstruction is warranted, but because of code, zoning, or other reasons, reconstruction at the current location is not reasonable, and for that reason, relocation assistance to enable the applicant to relocate to an alternative site is permitted under certain circumstances and conditions.

While temporary move assistance is required for residential tenants (in rental arrangements), such assistance is not required for homeowner occupants who elect to voluntarily participate in the City’s program. It is at the City’s discretion that this temporary relocation assistance policy may make financial assistance available to an owner occupant who must move temporarily for a rehabilitation, repair, or reconstruction project. The relocation assistance available under this agreement may include:

- Up to \$900.00 per month as an allowance/stipend to be used by homeowner for any and all relocation expenses.

Awardees acknowledge and agree by their signature below that the responsibility of the City regarding relocation and/or displacement assistance is limited to the coverage amount(s) listed herein. Awardees are advised that they will be responsible for arranging temporary relocation for the period of construction in the grant agreement. Any relocation assistance provided will be in conjunction with the cost of the total rehabilitation project and only for the amount of time necessary until the homeowner can safely return to the unit under repair or construction. Additionally, it is at the City’s discretion to deny awardees of the program the relocation assistance described herein if a determination is made that such assistance is unnecessary.

This program is intended to assist homeowners that have requested the assistance of the program (and are eligible/feasible), and as such, the need to temporarily relocate while rehabilitation or repair work is underway is considered voluntary on the part of the homeowner.

The City determines that temporary relocation assistance may only be considered when the prescribed work on the unit will equal or exceed a three-day, two-night period. A temporary move that only requires the unit to be vacated for a two-day, one-night period is not eligible for assistance under this policy.

Homeowners are responsible for any and all relocation expenses, which may include, but are not limited to:

- Living arrangements (hotel, motel, apartment, rental house, guest of family/friend, etc.)
- Packing and unpacking at move-out and move-in
- Movers
- Utilities and telecommunications
- Food

- Transportation
- Incidentals/Other expenses as applicable

The first relocation stipend will be made available to the homeowner as close to the move-out date as administratively feasible. Any following stipend payments will be made in monthly intervals. When the project is nearing completion, final payment may be prorated if the project is expected to be completed and ready for move-in before another full month will elapse.

1) General Relocation - Be Aware

- A Relocation Meeting will be held prior to the date of move-out to explain the process and provide the intended dates of activities. The meeting will cover at a minimum the date of move-out and responsibilities of the grant recipient and the City during relocation.
- If utilizing a moving company or storage facility, it is advisable to discuss with the company and understand if there are any items (chemicals, combustible products, lawn mowers, etc.) that they are unable to move and/or store.

2) During Repair Work or Construction – Homeowner Availability

- Homeowners are required to stay in town during the entire course of repairs or construction work.
- In the event of an emergency that requires that the Homeowner leave town for a period of time, a Homeowner Representative must be designated. This person will have the authority to make decisions about the repairs being performed on the house and to sign as approver in the absence of the homeowner.
- The Homeowner Representative must be at least 21 years of age.

3) Construction Complete – Homeowner Move Back

- The Homeowner will be notified when it is safe to return to their home.
- The Homeowner will be responsible for making arrangements for moving back in, including transportation, movers (if hired), etc.

It is not the intention of the program to burden homeowners with relocation against their will. The program cannot move forward with projects without the voluntary participation of homeowners, including voluntary, temporary relocation. In any case involving relocation or displacement at levels described in and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C.4201 to 4655) and 49 CFR, Part 24, the City of Hattiesburg will abide by the requirements of the Act.

The activities outlined in this policy, which is funded in whole or in part through the City of Hattiesburg's Housing Repair, Rehabilitation, and Reconstruction Program funded by the United States Department of Housing and Urban Development (HUD), are subject to all Federal laws, regulations and rules applicable to HUD funded projects. Furthermore, any recipient of HUD funds is entitled to all rights and protections afforded by Federal laws applicable to such HUD funded projects.

Homeowner Signature

Date

Property Address: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, December 17, 2019

Re: Approve a Contractor and Owner Agreement and a Housing Repair Grant Award to Gayla Dukes of 103 North 11th Avenue in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement} and authorize the Mayor to execute in triplicate.

File Number: 2019-381
Minute Book #

Summary

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Gayla Dukes of 103 North 11th Avenue in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Recommendation Statement

I recommend approval of the Contractor/Owner Agreement and a Housing Rehabilitation Grant Award for 103 North 11th Avenue

Please place this on the December 17, 2019 City Council meeting for consideration.

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

Contractor & Owner Agreement

THIS AGREEMENT, made the _____ day of _____, 20__ and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Gayla Dukes of 103 North 11th Avenue, hereinafter called Owner, and Hattiesburg Area Habitat for Humanity, with its principal place of business located at 5191 Highway 42, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings, work write-up (Exhibit 1), work agreement (Exhibit 2) and described in the specifications and other Contract Documents prepared for the **103 North 11th Avenue** Project by COHCD, said work to be performed on the structure(s)/property located at **103 North 11th Avenue**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

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

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project repair completion exceeds sixty (30) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ () subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

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

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

5. CORRECTION OF WORK

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

6. TERMINATION BY THE OWNER

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

7. PAYMENTS/DRAWS

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

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

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

by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

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

8. ACCEPTANCE AND FINAL PAYMENT

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

9. DEED RESTRICTION

There will be deed restriction attached to **103 North 11th Avenue** for three (3) years. Homeowner agrees to occupy the rehabilitated home for three (3) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the three (3) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2020.

Gayla Dukes Date

Homeowner Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: December 17, 2019

Date: _____

Attest: _____
Kermas Eaton, City Clerk

Attest: _____

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

General Terms and Conditions

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

By my signature below I, **Gayla Dukes of 103 North 11th Avenue**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2020.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), Gayla Dukes of 103 North 11th Avenue, is hereby awarded a Housing Repair Grant for General Repair costs in an amount not to exceed \$10,000.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: December 17, 2019

Attest: _____
Kermas Eaton, City Clerk



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, December 17, 2019

Re: Take from the table a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Georgia-Pacific Consumer Operations, LLC, for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$7,378,819.27 or the amount approved by Mississippi Department of Revenue - tabled at the November 5, 2019 meeting.
File Number: 2019-408
Minute Book #MB 2019-258 / Tabled

Summary

Georgia-Pacific Consumer Operations, LLC has applied for an ad valorem tax exemption for a period of ten (10) years, in a true value of \$7,378,819.27.

Recommendation Statement

I recommend approval of the requested ad valorem tax exemption.

Please place this on the December 17, 2019 City Council meeting for consideration.

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq.,
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE Georgia-Pacific Consumer Operations LLC

PHYSICAL ADDRESS 1 W.L. Runnels Industrial Drive, Hattiesburg, MS 39401

TYPE OF INDUSTRY Consumer Products PRODUCT/SERVICE Foodservice Paper Goods

LOCATION - COUNTY Forrest CITY Hattiesburg

DATE OF COMPLETION See Exhibit A YEARS REQUESTED 10

NEW (SECTION 27-31-101) _____ EXPANSION (SECTION 27-31-105) X

NEW JOBS 0 ESTIMATED PAYROLL 0

TRUE VALUE OF PROPERTY EXEMPTED See Exhibit A for Total Cost *Attach an itemized list of property to be exempted as Exhibit "A".

The applicant requests that the Board approve this application by an order entered in its official minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further requests that the application and certified approval of exemption be forwarded to the Mississippi Department of Revenue and upon approval and certification by the Mississippi Department of Revenue, the Board enter a final order in its official minutes granting the exemption. The above information is true and correct as certified by the applicant.

This application is submitted on the 5 day of April, 2019.



Phyllis L. Thompson

Applicant (Name of Taxpayer)

By:

AS
Assistant Treasurer - Tax

Title:

ATTEST:

APPLICATION OF GEORGIA-PACIFIC CONSUMER OPERATIONS LLC
FOR EXEMPTION FROM AD VALOREM TAXES
FOR A PERIOD OF TEN YEARS AS AUTHORIZED BY
§27-31-101, §27-31-105 et seq., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED

To the City Council (Governing Authority) of City of Hattiesburg, Forrest County, MISSISSIPPI:

1. **Georgia-Pacific Consumer Operations LLC (Applicant)** files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto this Honorable Board (Governing Authority) as follows:
2. Applicant is a Delaware Limited Liability Company, qualified to do business in Mississippi with manufacturing operations in the City of Hattiesburg and Forrest County.
3. Applicant is now operating as a paper products and consumer paper goods manufacturing type of industry within the City of Hattiesburg, Forrest County, Mississippi, which manufacturing facility is a bona fide expanded enterprise of public utility within the meaning of §27-31-101, §27-31-105 et seq., and related Sections of the Mississippi Code of 1972, as amended, and having made additions to or expansions of its facilities or properties or has replaced equipment used in connection with such enterprise, is eligible for the exemption granted by the above specific enumeration, namely manufacturing.
4. That the additions, expansions, and/or replacements of equipment was completed on the 31st day of December 2018, within the meaning of the applicable statutes of the State of Mississippi, and therefore, the exemption hereby claimed should commence on said date.
5. That said exemption of the property described in "Exhibit A" should be granted for a period of 10 years from said date of completion.
6. That the true value of all property to be exempted is \$7,378,819.27, as shown in an itemized list attached hereto as "Exhibit A" and made a part hereof.

PRAYER

WHEREFORE, Applicant prays that this City Council (governing authority) enter a finding that the Applicant's manufacturing facility is in fact an expanded enterprise of public utility which has made additions to or expansions of its facilities or has replaced equipment used in connection with such enterprise, and that the same was completed on the 31st^h day of December 2018, within the meaning of the applicable laws of Mississippi; and

That Applicant be granted an exemption from ad valorem taxation, except, School District ad valorem taxation, as provided by law, for a period of 10 years beginning on the 31st day of December 2018 and ending on the 31st day of December 2028, upon all property described in "Exhibit A" attached hereto and made a part hereof, used in, or necessary to the operation of Applicant's manufacturing facility in Forrest County, Mississippi.

That the City Council (governing authority) approve this application by an order resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, except School District ad valorem taxation, for a period of 10 years and forward the original and three certified copies of this Application and a certified transcript of such approval to the Mississippi Department of Revenue and upon approval of such Application by the said Mississippi Department of Revenue and certification of its approval, the Board (governing authority) will enter a final order on its minutes granting the exemption herein prayed.

Respectfully submitted, this the 5 day of April, 2019



Georgia-Pacific Consumer Operations LLC
Applicant

By:

Assistant Treasurer - Tax

TITLE

ATTEST:

EXHIBIT A
EQUIPMENT AND OR BUILDING EXPANSION
PURCHASED AND INSTALLED IN 2018

SEE ATTACHED SHEET FOR ALL INFORMATION

Exhibit A--2018 Additions						
Application for Ad Valorem Tax Exemption						
Georgia-Pacific Consumer Operations LLC						
1 W.L. Runnels Industrial Drive, Hattiesburg, MS 39401						
Cat Description	Item	Base Description	Acq Year	Placed In Service Date	Cost	IP Description
Manufacturing M&E	676555	CASE CONVEYOR	2018	25-Jul	7,079.89	466-015-000205
Manufacturing M&E	676554	KAUFMAN PALLETIZER	2018	26-Jul	17,529.83	466-015-000205
Manufacturing M&E	673778	PLATE ROOM MONORAIL SYSTEM	2018	9-Feb	15,646.71	466-015-000206
Manufacturing M&E	673817	AIR COMPRESSOR	2018	30-Mar	209,075.16	466-015-000207
Manufacturing M&E	673779	LUWA FANS (7)	2018	30-Mar	36,562.50	466-015-000207
Manufacturing M&E	676553	LINE 39 CONVEYOR	2018	21-Sep	58,694.90	466-015-000207
Manufacturing M&E	678943	KAUFMAN PALLET LIFT CONVEYOR	2018	10-Oct	24,303.01	466-015-000207
Manufacturing M&E	669842	CASCASDE 18J CARTON CLAMP	2018	9-Jan	14,751.99	466-311-000206
Manufacturing M&E	669844	CASCASDE 55K SSFP CLAMP	2018	9-Jan	1,751.31	466-311-000206
Manufacturing M&E	669938	DEKA BATTERY 24-85-21 - IST 70	2018	9-Jan	31,756.00	466-311-000206
Manufacturing M&E	669841	HYSTER E50XN	2018	9-Jan	27,930.77	466-311-000206
Manufacturing M&E	669843	HYSTER E50XN	2018	9-Jan	26,912.56	466-311-000206
Manufacturing M&E	669937	INFINITY BATTERY CHARGER PEI-2	2018	9-Jan	18,278.53	466-311-000206
Manufacturing M&E	679120	ASPHALT PAVING NORTH SIDE MAIN	2018	26-Jan	472,997.68	466-311-000206
Manufacturing M&E	678333	BRETTING 4-LANE ELITE TWIN STA	2018	26-Jan	2,773,699.11	466-311-000206
Manufacturing M&E	669824	BRETTING DATE CODE PRINTER	2018	26-Jan	14,988.00	466-311-000206
Manufacturing M&E	669820	BRETTING EMBOSSEMENT ROLL	2018	26-Jan	30,442.38	466-311-000206
Manufacturing M&E	669823	BRETTING INFEED CONVEYOR	2018	26-Jan	70,055.00	466-311-000206
Manufacturing M&E	669821	BRETTING NAPKIN FOLDER SAFETY	2018	26-Jan	14,829.47	466-311-000206
Manufacturing M&E	669822	BRETTING PACK POLY WRAPPER	2018	26-Jan	536,740.00	466-311-000206
Manufacturing M&E	669839	CLARK SSX-16 3500 CAP. HANDLIN	2018	26-Jan	10,981.00	466-311-000206
Real Property	669935	CONCRETE FLOOR	2018	26-Jan	119,436.20	466-311-000206
Manufacturing M&E	678343	CONTROL PANEL PANELVIEW 1000 H	2018	26-Jan	165,440.94	466-311-000206
Manufacturing M&E	669840	ENERSYS 12-85G-7 BATTERY & CHA	2018	26-Jan	2,764.00	466-311-000206
Manufacturing M&E	669836	HYTROL CONVEYORS	2018	26-Jan	42,235.61	466-311-000206
Manufacturing M&E	669837	INFINITY CHAIN CONVEYOR 103 LI	2018	26-Jan	90,911.70	466-311-000206
Manufacturing M&E	678346	INFINITY G-10C POLY BAGGER	2018	26-Jan	470,841.57	466-311-000206
Manufacturing M&E	678336	KAUFMAN STRETCH WRAPPER	2018	26-Jan	201,736.26	466-311-000206
Manufacturing M&E	678337	KAUFMAN CASE CONVEYOR	2018	26-Jan	51,716.36	466-311-000206
Manufacturing M&E	678340	KAUFMAN INLINE DUAL LOAD STACK	2018	26-Jan	66,578.66	466-311-000206
Manufacturing M&E	678339	KAUFMAN PALLET CHAIN CONVEYOR	2018	26-Jan	109,232.37	466-311-000206
Manufacturing M&E	678345	KAUFMAN PALLETIZER FOUNDATIONS	2018	26-Jan	20,711.56	466-311-000206
Manufacturing M&E	678335	KAUFMAN ROBOT M410IC/185 FANUC	2018	26-Jan	321,524.35	466-311-000206
Manufacturing M&E	678334	KAUFMAN ROBOT R1000IB/80H- FAN	2018	26-Jan	172,536.85	466-311-000206
Manufacturing M&E	678341	KAUFMAN ROBOTIC LABELER - FANU	2018	26-Jan	82,916.03	466-311-000206
Manufacturing M&E	678342	KAUFMAN ROBOTS (4) LRMATE200ID	2018	26-Jan	320,333.00	466-311-000206
Manufacturing M&E	678338	KAUFMAN TIER FORMATION CONVEYO	2018	26-Jan	34,529.72	466-311-000206
Manufacturing M&E	678942	PEDESTRIAN RAILING	2018	26-Jan	19,409.53	466-311-000206
Manufacturing M&E	678344	SAFETY FENCING & INFEED/OUTFEE	2018	26-Jan	70,433.92	466-311-000206
Manufacturing M&E	669819	TRI-LOBE DEEP VACUUM BLOWER	2018	26-Jan	114,004.00	466-311-000206
Real Property	676552	DOCK DOORS	2018	10-Aug	244,524.32	466-311-000206
Real Property	678940	ASPHALT PAVING NORTH SIDE MAIN	2018	30-Nov	121,760.27	466-311-000206
Real Property	678941	DOCK DOORS	2018	30-Nov	120,236.25	466-311-000206
					\$7,378,819.27	

Position Statement of Tax Assessor**Trade Name of Applicant:** Georgia-Pacific Consumer Operations**Location:** 1 W L Runnels Industrial Dr **Parcel:** PPIN 7576**Type of Business:** Consumer Products**Finished Products:** Foodservice Paper Goods**State the Enumeration this Application Identifies with:** 27-31-105**Has this Enterprise Enjoyed an Application Previously?** YES**Under any other Trade Name?** YES**Any Other Location?** NO**Under Any Other Ownership?** YES**Number of Jobs:** 0 **Estimated Annual Payroll:** \$0.00**EXEMPTION TO BE ON:****LAND:** NO**VALUE:** **IMPROVEMENTS:** NO**VALUE:** **PERSONAL PROPERTY:****FURN & FIX.****VALUE:** **MACH & EQUIP.****VALUE:** \$7,378,819.27**INVENTORY****VALUE:** **RAW MATERIALS****VALUE:** **WORK IN PROGRESS****VALUE:** **Personal Property Total:** \$7,378,819.27**Exemption Total Value:** \$7,378,819.27**LAND AND IMPROVEMENTS:****Owner of Land:** SPG Holdings,LLC**Owner of Improvements:** Georgia-Pacific Consumer Operations**Date of Improvements:** **Completed:** **Expanded:** 12/31/2018**Any Prior Exemption:** YES**Years of Exemption Applied for:** 2019 **Through:** 2023**Applicant's Representative:** Chad Dillion **Phone:** 601-545-3400**Address:** 1 W L Runnels Dr, Hattiesburg, MS 39401**Investigated By:** Bryan Hunter**Comments:** First 5 years of 10 year exemption**Date:** 6-17-19**Tax Assessor:** Mary Ann PalmerMary Ann Palmer

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Georgia Pacific Consumer Operations. Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO, GEORGIA PACIFIC CONSUMER OPERATIONS .
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Georgia Pacific on April 5, 2019, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Georgia Pacific, has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personalty in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2018; and that Excel Injection Molding, Inc, is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

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

Section 1. That the application for Ad Valorem Tax Exemption by Excel Injection ,Inc, for a period of ten (10) years from December 31, 2018 through December 31, 2027, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Georgia Pacific, is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2018 and ending on December 31, 20127, with a total true value of \$7,378,819.27 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the

Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Department of Revenue; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of November, 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc: Kermas Eaton, City Clerk

Date: Tuesday, December 17, 2019

Re: Take from the table a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Green Bay Converting, Inc., for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$239,210.00 or the amount approved by Mississippi Department of Revenue - tabled at the November 5, 2019 meeting.
File Number: 2019-412
Minute Book #MB 2019-258 / Tabled

Summary

Green Bay Converting, Inc., has applied for an ad valorem tax exemption for a period of ten (10) years, in a true value of \$239,210.00.

Recommendation Statement

I recommend approval of the requested ad valorem tax exemption.

Please place this on the December 17, 2019 City Council meeting for consideration.

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq.
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE GREEN BAY CONVERTING, INC.
PHYSICAL ADDRESS 1400 JAMES STREET, HATTIESBURG, MS 39401
TYPE OF INDUSTRY MANUFACTURING PRODUCT/SERVICE TISSUE & TOWELS
LOCATION – COUNTY FORREST CITY HATTIESBURG
DATE OF COMPLETION 12/31/18 YEARS REQUESTED 10
NEW (SECTION 27-31-101) _____ EXPANSION (SECTION 27-31-105) X
NEW JOBS 0 (cumulative 90 F/T and 20 Temp) ESTIMATED PAYROLL \$4,218,000
TRUE VALUE OF PROPERTY EXEMPTED \$239,210
*Attach an itemized list of property to be exempted as Exhibit “A”.

The applicant request that the City Council approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the State Tax Commission and upon approval and certification by the Commission, the City Council enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant.
This application is submitted on the 14th day of May, 2019.

GREEN BAY CONVERTING, INC.

Applicant (Name of Taxpayer)

By: _____

Title: CHIEF FINANCIAL OFFICER

ATTEST:



**APPLICATION OF GREEN BAY CONVERTING, INC
FOR EXEMPTION FROM AD VALOREM TAXES
FOR A PERIOD OF TEN YEARS AS AUTHORIZED
BY SECTION 27-31-101, ET SEQ., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED.**

**TO THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI**

1. **GREEN BAY CONVERTING, INC.**, files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto the City Council of Hattiesburg, Mississippi, hereinafter referred to as the “City Council” as follows:
2. Applicant, **Green Bay Converting, Inc.**, is a Wisconsin corporation authorized to do and doing business in the State of Mississippi, with offices located in-the City of Hattiesburg, Forrest County, Mississippi.
3. Applicant is now operating as a towel and tissue converter type of industry within the City of Hattiesburg, Forrest County, Mississippi, which manufacturing facility is a bona fide (new X expanded) enterprise of public utility within the meaning of Section 27-31-101, et seq., and related Sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by the above mentioned section by specific enumeration, namely manufacturing.
4. That said expansion was completed on the 31st day of December 2018 within the meaning of the applicable statutes of the State of Mississippi, and therefore, the exemption hereby claimed should commerce on said date.
5. That said enterprise continues to maintain approximately 90 cumulative F/T and 20 Temp jobs with an estimated annual payroll of \$4,218,000.

6. The said exemption of the tangible property described in Exhibit "A" should be granted for a period of ten years from December 31, 2018.
7. That the true value of all property to exempted is \$ 239,210 as shown in an itemized list attached hereto as Exhibit "A" and made a part hereof.

PRAYER

WHEREFORE, Applicant prays that the City Council enter a finding that Applicant's manufacturing facility is in fact a (new X expanded) enterprise and that the same was completed on the 31st day of December, 2018, within the meaning of the applicable laws of Mississippi; and

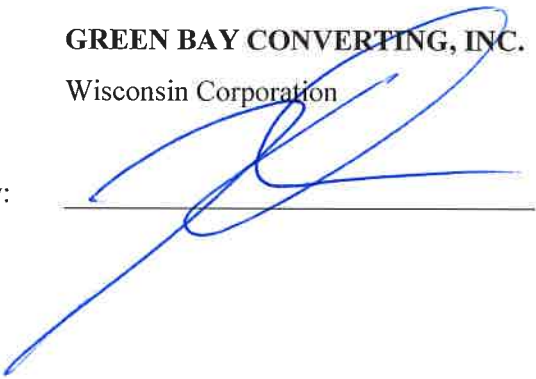
That Applicant be granted an exemption from ad valorem taxation, except School District ad valorem taxation, as provided by law, for a period of ten years beginning on the 31st day of December, 2018, upon all of the tangible property described in Exhibit "A" attached hereto and made a part hereof, used in, or necessary to the operation of Applicant's manufacturing facility in the City of Hattiesburg, Forrest County, Mississippi; and

That the City Council approve this application by an order resolution spread upon its minutes declaring that such property is exempt from all ad valorem taxation, except School District ad valorem taxation, for a period of ten years and forward the original and three certified copies of this application and a certified transcript of such approval to the Mississippi State Tax commission and upon approval of such application by the said Mississippi State Tax Commission and certification of its approval, the City Council will enter a final order on its minutes granting the exemption herein prayed.

Respectfully submitted, this the 14th day of May, 2019.

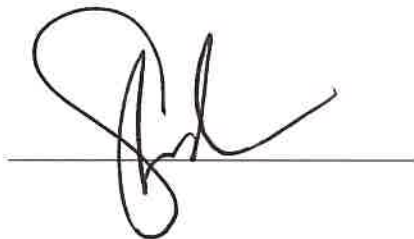
GREEN BAY CONVERTING, INC.
Wisconsin Corporation

By:



STATE OF TEXAS
COUNTY OF DALLAS

PERSONALLY approved before me, the undersigned authority in and for said county and state, on this 14 day of May, 2019, within my jurisdiction, the within named **JOHN OLSEN**, who acknowledged that he is the Chief Financial Officer of **GREEN BAY CONVERTING, INC.**, a Wisconsin Corporation, that for and on the behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.



(NOTARY PUBLIC)



EXHIBIT A
GREEN BAY CONVERTING, INC.
BUILDING IMPROVEMENTS & EQUIPMENT
PURCHASED 2018 EXPANSION

DATE	DESCRIPTION	AMOUNT
1/4/18	Carport	\$1,495
1/12/18	14' Wall	\$4,440
1/16/18	610 complete drop in assembly	\$21,133
3/8/18	Drain Line	\$2,100
3/8/18	Dock Doors	\$5,572
4/17/18	417 heat shrink tunnel Model T1822	\$2,500
4/24/18	Oil/Water separator	\$2,743
5/4/18	SRT 715B lines	\$20,298
6/8/18	690 walkie stacker	\$9,806
6/22/18	Bundler.	\$10,785
7/31/18	610 Folding Rolls	\$101,219
7/23/18	Yard Trailers	\$7,200
8/5/18	Laptop - Toughbook	\$1,122
8/10/18	660 trim chute project	\$1,350
8/15/18	417 40 amp circuit to texwrap	\$2,600
9/9/18	690 Blade	\$7,562
9/12/18	Air Compressor Room	\$31,950
9/18/18	610 Supply Main	\$2,255
11/15/18	Sprinkler system	\$3,080
TOTAL		\$239,210

Position Statement of Tax Assessor**Trade Name of Applicant:** Green Bay Converting, INC.**Location:** 1400 James St**Parcel:**PPIN 7578**Type of Business:** Manufacturing**Finished Products:** Tissue & Towels**State the Enumeration this Application Identifies with:**27-31-105**Has this Enterprise Enjoyed an Application Previously?**YES**Under any other Trade Name?**NO**Any Other Location?**NO**Under Any Other Ownership?**NO**Number of Jobs:** 110**Estimated Annual Payroll:**\$4,218,000.00**EXEMPTION TO BE ON:****LAND:** NO**VALUE:** **IMPROVEMENTS:** NO**VALUE:** **PERSONAL PROPERTY:****FURN & FIX.****VALUE:** **MACH & EQUIP.****VALUE:** \$239,210.00**INVENTORY****VALUE:** **RAW MATERIALS****VALUE:** **WORK IN PROGRESS****VALUE:** **Personal Property Total:**\$239,210.00**Exemption Total Value:**\$239,210.00**LAND AND IMPROVEMENTS:****Owner of Land:** Miss KC LLC**Owner of Improvements:** Miss KC LLC**Date of Improvements:****Completed:** **Expanded:** 12/31/2018**Any Prior Exemption:**YES**Years of Exemption Applied for:**2019**Through:**2023**Applicant's Representative:** John Olsen**Phone:** **Address:** 1400 James St., Hattiesburg, MS 39401**Investigated By:** Bryan Hunter**Comments:**First 5 years of 10-year exemption**Date:**6-17-19**Tax Assessor:**Mary Ann Palmer
Mary Ann Palmer

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Green Bay Converting. Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO, GREEN BAY CONVERTING, INC .
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Green Bay Converting, Inc on May 14, 2019, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Green Bay Converting, has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personalty in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2018; and that Green Bay Converting, is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

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

Section 1. That the application for Ad Valorem Tax Exemption by Green Bay Converting, for a period of ten (10) years from December 31, 2018 through December 31, 2027, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Green Bay Converting, is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2018 and ending on December 31, 2027, with a total true value of \$4,218,000.00 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the

Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Department of Revenue; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of November, 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, December 17, 2019

Re: Take from the table a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Hybrid Plastics for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$90,000.00 or the amount approved by Mississippi Department of Revenue - tabled at the November 5, 2019 meeting.
File Number: 2019-413
Minute Book #MB 2019-258 / Tabled

Summary

Hybrid Plastics has applied for an ad valorem tax exemption for a period of ten (10) years, in a true value of \$90,000.00.

Recommendation Statement

I recommend approval of the requested ad valorem tax exemption.

Please place this on the December 17, 2019 City Council meeting for consideration.

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq., MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE Hybrid Plastics, Inc.
PHYSICAL ADDRESS 55 W.L. Runnels Industrial Blvd., Hattiesburg, MS 39401
TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Plastics and Polymers
LOCATION - COUNTY Forrest CITY Hattiesburg
DATE OF COMPLETION December 31, 2018 YEARS REQUESTED 10
NEW (SECTION 27-31-101) _____ EXPANSION (SECTION 27-31-105) X
NEW JOBS 1 ESTIMATED PAYROLL \$85,000.
TRUE VALUE OF PROPERTY EXEMPTED \$90,000 *Attach an
itemized list of property to be exempted as Exhibit "A".

The applicant request that the Board approve this application by an order spread on its minutes
declaring that the above property be exempt from all ad valorem taxation except school taxation for
the period requested. The applicant further request that the application and certified approval of
exemption be forwarded to the Department of Revenue and upon approval and certification by the
Department, the Board enter a final order on its minutes granting the exemption. The above
information is true and correct as certified by the applicant. This application is submitted on the 13th
day of MAY, 20 19.

Hybrid Plastics, Inc.
Applicant (Name of Taxpayer)
By: Mario R. Blue
Title: Chief Executive Officer

ATTEST:



FILED

MAY 13 2019

CITY CLERK

BY _____
DEPUTY CLERK

**APPLICATION OF FOR EXEMPTION FROM AD VALOREM TAXES
FOR A PERIOD OF YEARS AS AUTHORIZED BY SECTION 27-31-101, et
seq., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.**

TO THE BOARD OF SUPERVISORS OF FORREST COUNTY, MISSISSIPPI

1. Hybrid Plastics, Inc. files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto this Honorable Board of Supervisors as follows:
2. Applicant, Hybrid Plastics, Inc. is a research and development corporation that is registered and authorized to conduct business in the State of Mississippi and is domiciled in the City of Hattiesburg, Forrest County, Mississippi.
3. Applicant is now operating as a plastics and polymer manufacturer within the City of Hattiesburg, Forrest County, Mississippi, which factory is a bona fide an expanded enterprise of research and development within the meaning of Section 27-31-101 et seq., and related Sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by the above mentioned section by specific enumeration, namely authority Section 27-31-105, Mississippi Code Annotated (1972).
4. That said enterprise was completed on the 23rd day of January, 2018, within the meaning of the applicable statutes of the State of Mississippi, and therefore, the exemption hereby claimed should commence on said date.
5. That said expansion provided approximately 1 new job with an estimated annual payroll of \$85,000.
6. That said exemption of the tangible property described in "Exhibit A" should be granted for a period of 10 years from said date of completion.
7. That the true value of all property to be exempted is Ninety Thousand Dollars (\$90,000), as shown in an itemized list attached hereto as "Exhibit A" and made a part hereof

PRAYER

WHEREFORE, Applicant prays that this Board of Supervisors enter a finding that applicant's manufacturing facility is in fact an enterprise of research and development, and that the same was completed on the 23rd day of January, 2018, within the meaning of the applicable laws of Mississippi; and

That applicant be granted an exemption from ad valorem taxation except School District ad valorem taxation, as provided by law, for a period of years beginning on the 23rd day of January, 2018, upon all of the tangible property

HYBRID PLASTICS, INC.
MANUFACTURING EQUIPMENT
PURCHASED 2018 EXPANSION

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1/23/2018	Protherm 50-S Evaporator w/Accessories	\$90,000

Date: May 13, 2019

Hybrid Plastics' Application for Ad Valorem Tax Exemption was delivered to:

City of Hattiesburg
Hattiesburg, MS

Received on behalf of City of Hattiesburg by:



Delivered by Hybrid Plastics to Board of Supervisors by:



FILED

MAY 13 2019

BY 
CITY CLERK
DEPUTY CLERK

Position Statement of Tax Assessor**Trade Name of Applicant:** Hybrid Plastics, Inc.**Location:** 55 W L Runnels Industrial Blvd **Parcel:** PPIN 7577**Type of Business:** Manufacturing**Finished Products:** Plastics and Polymers**State the Enumeration this Application Identifies with:** 27-31-105**Has this Enterprise Enjoyed an Application Previously?** YES**Under any other Trade Name?** NO**Any Other Location?** NO**Under Any Other Ownership?** NO**Number of Jobs:** 1 **Estimated Annual Payroll:** \$85,000.00**EXEMPTION TO BE ON:****LAND:** NO **VALUE:** **IMPROVEMENTS:** NO **VALUE:** **PERSONAL PROPERTY:****FURN & FIX.** **VALUE:** **MACH & EQUIP.** **VALUE:** \$90,000.00**INVENTORY** **VALUE:** **RAW MATERIALS** **VALUE:** **WORK IN PROGRESS** **VALUE:** **Personal Property Total:** \$90,000.00**Exemption Total Value:** \$90,000.00**LAND AND IMPROVEMENTS:****Owner of Land:** **Owner of Improvements:** **Date of Improvements:** **Completed:** **Expanded:** 1/23/2018**Any Prior Exemption:** YES**Years of Exemption Applied for:** 2019 **Through:** 2023**Applicant's Representative:** Dough Handshire **Phone:** 601-928-5380**Address:** 55 W L Runnels Industrial Blvd, Hattiesburg, MS 39401**Investigated By:** Bryan Hunter**Comments:** Date of completion was 1/23/2018 missed first year. Only has nine years left.
First 5 years of exemption.**Date:** 6-17-19 **Tax Assessor:** Mary Ann Palmer
Mary Ann Palmer

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Hybrid Plastics. Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO, HYBRID PLASTICS.
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Hybrid Plastics May 13, 2019, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Hybrid Plastics, has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personalty in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2018; and that Hybrid Plastics, is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

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

Section 1. That the application for Ad Valorem Tax Exemption by Hybrid Plastics, for a period of ten (10) years from December 31, 2018 through December 31, 2027, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Hybrid Plastics, is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2018 and ending on December 31, 2027, with a total true value of \$90,000.00 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the

Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Department of Revenue; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of November, 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, December 17, 2019

Re: Take from the table a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Kohler Company for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$23,791,896.40 or the amount approved by Mississippi Department of Revenue - tabled at the November 5, 2019 meeting.
File Number: 2019-414
Minute Book #MB 2019-258 / Tabled

Summary

Kohler Company has applied for an ad valorem tax exemption for a period of twn (10 years, in a true value of \$23,791,896.40.

Recommendation Statement

I recommend approval of the requested ad valorem tax exemption.

Please place this on the December 17, 2019 City Council meeting for consideration.

**APPLICATION OF KOHLER CO.
FOR EXEMPTION FROM AD VALOREM TAXES FOR
A PERIOD OF TEN YEARS AS AUTHORIZED
BY SECTION 27-31-101, et seq., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED**

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI:

1. Kohler Co. (“**Kohler**”) files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto this Honorable Council as follows:

2. Applicant, Kohler, is a Wisconsin corporation, domiciled in Kohler, Wisconsin, qualified to do business in Mississippi, with manufacturing operations in the City of Hattiesburg, Forrest County, Mississippi.

3. Kohler is now operating as a small horsepower engine manufacturing industry within the City of Hattiesburg, Forrest County, Mississippi. Applicant is a bona fide manufacturing enterprise of public utility within the meaning of Section 27-31-101, et seq., and related sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by the above-mentioned section by specific enumeration, namely as a manufacturing enterprise which has made additions to or expansions of its facilities or properties or has replaced equipment used in connection with or necessary to the operation of its enterprise within the meaning of Section 27-31-105 of the Mississippi Code of 1972, as amended.

4. That the additions, expansions and/or replacement of equipment of the enterprise were completed during the calendar year ending December 31, 2018, within the meaning of the applicable statutes of the State of Mississippi, and, therefore, the exemption hereby claimed should commence on December 31, 2018.

5. That said exemption of the property described in "Exhibit A" should be granted for a period of ten (10) years from said date of completion.

6. That the true value of all property to be exempted is \$23,791,896.40 as shown in an itemized list attached hereto as "Exhibit A" and made a part hereof.

PRAYER

WHEREFORE, Applicant prays that this Council enter a finding that Kohler is in fact a manufacturing enterprise of public utility which has made additions to or expansions of its facilities or properties or has replaced equipment used in connection with or necessary to the operation of its enterprise, and that the additions, expansions and/or replacement of equipment were completed during the calendar year ending December 31, 2018, within the meaning of the applicable laws of Mississippi; and

That Applicant be granted an exemption from ad valorem taxation, except State and School District ad valorem taxation, as provided by law, for a period of ten (10) years beginning on the 31st day of December, 2018, and ending on the 31st day of December, 2028, upon all of the property described in "Exhibit A" attached hereto and made a part hereof, used in, or necessary to the manufacturing operations of Kohler in the City of Hattiesburg, Forrest County, Mississippi; and

That this Council approve this Application by an order or resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, except State and School District ad valorem taxation, for a period of ten (10) years and forward the original and three certified copies of this Application and a certified transcript of such approval to the Mississippi Department of Revenue, and, upon approval of such Application by the said Mississippi Department of Revenue and certification of its approval, enter a final order on its minutes granting the exemption herein prayed.

Respectfully submitted, this the 7 day of May, 2019.

KOHLER CO.
Applicant

By: Edward J. Devine
Name: Edward J. Devine
Title: Vice President-Taxation, Kohler Co.

STATE OF WISCONSIN

COUNTY OF SHEBOYGAN

Personally appeared before me, the undersigned authority, Edward J. Devine, known to me to be the Vice President-Taxation of Kohler Co., who being first duly sworn upon his oath says the facts stated in the foregoing Application for Exemption from Ad Valorem Taxes are true and correct.

GIVEN under my hand and seal of office, this the 7 day of May, 2019.

Ronda Lewandowski
NOTARY PUBLIC

My Commission Expires:

3/7/22

Document prepared by:
Stephen M. Wilson
BRADLEY ARANT BOULT CUMMINGS LLP
188 E. Capitol Street, Suite 400
Jackson, MS 39201
MS Bar No. 9058

EXHIBIT A
Itemized List of Property to be Abated

See attached.

Kohler Co. ITEMIZED LIST OF PROPERTY TO BE ABATED		
DATE ACQUIRED	DESCRIPTION	COST
<i>COMPUTER EQUIPMENT</i>		
2018	24842-18965 THINKCENTRE M710S DESKTOP	769.24
2018	25943-20237 THINKCENTRE M710S DESKTOP	769.24
2018	25942-20236 THINKCENTRE M710S DESKTOP	769.24
2018	RITM 16215 THINKCENTRE M710S DESKTOP	781.23
2018	29473-24931 LENOVO THINKCENTRE M710S DESKTOP	773
2018	29473-24930 LENOVO THINKCENTRE M710S DESKTOP	773
2018	29473-24929 LENOVO THINKCENTRE M710S DESKTOP	773
2018	29473-24928 LENOVO THINKCENTRE M710S DESKTOP	773
2018	29473-24927 LENOVO THINKCENTRE M710S DESKTOP	773
2018	29473-24926 LENOVO THINKCENTRE M710S DESKTOP	773
2018	29473-24925 LENOVO THINKCENTRE M710S DESKTOP	773
2018	29473-24924 LENOVO THINKCENTRE M710S DESKTOP	773
2018	29473-24923 LENOVO THINKCENTRE M710S DESKTOP	773
2018	29473-24922 LENOVO THINKCENTRE M710S DESKTOP	772.5
2018	31128-27023 THINKCENTRE M710S DESKTOP	772.95
2018	RITM028229 THINKCENTRE M710S DESKTOP	772.95
2018	RITM028809 THINKCENTRE M710S DESKTOP	772.95
2018	RITM028811 THINKCENTRE M710S DESKTOP	772.95
2018	RITM028899 THINKCENTRE M710S DESKTOP	772.95
2018	RITM028834 THINKCENTRE M710S DESKTOP	772.95
2018	RITM028898 THINKCENTRE M710S DESKTOP	772.95
2018	RITM028953 THINKCENTRE M710S DESKTOP	772.95
2018	RITM029794 THINKCENTRE M710S	772.96
2018	RITM029796 THINKCENTRE M710S DESKTOP	772.96
2018	RITM029795 THINKCENTRE M710S DESKTOP	772.96
2018	RITM029798 THINKCENTRE M710S DESKTOP	772.95
2018	RITM030221 THINKCENTRE M710S DESKTOP	772.95
2018	THINKCENTRE M710T DESKTOP	1,566.76
2018	RITM030286 THINKCENTRE M710S DESKTOP	772.95
2018	RITM030290 THINKCENTRE M710S DESKTOP	772.95
2018	RITM030295 THINKCENTRE M710S DESKTOP	772.95
2018	RITM030292 THINKCENTRE M710S DESKTOP	772.95
2018	RITM030287 THINKCENTRE M710S DESKTOP	772.95
2018	RITM030369 THINKCENTRE M710S DESKTOP	772.95
2018	RITM030294 THINKCENTRE M710S DESKTOP	772.95
2018	RITM030289 THINKCENTRE M710S DESKTOP	772.95
2018	ZEBRA PRINTER- 140Xi4 0663185-IN	4,064.90
2018	24850-18974 THINKCENTRE M710S DESKTOP	769.24
2018	24848-18972 THINKCENTRE M710S DESKTOP	769.24

2018	24843 18966 THINKCENTRE M710S DESKTOP	769.24
2018	93979-115875 DELL MOBILE PRECISION 5520 LAPTOP	2,789.99
2018	PF123JR9 THINKPAD L470 LAPTOP	930.15
2018	RITM028806 THINKPAD L470 LAPTOP	930.15
2018	RITM029792 THINKPAD L470 LAPTOP	930.15
2018	RITM029790 THINKPAD L470 LAPTOP	930.15
2018	RITM030285 THINKPAD L470 LAPTOP	930.15
2018	RITM030288 THINKPAD L470 LAPTOP	930.15
2018	MICROSOFT SURFACE PRO (5TH GEN) TABLET RITM036872	1,174.96
2018	DELL LATITUDE 5490 LAPTOP 11SW5S2	929.74
TOTAL COMPUTER EQUIPMENT		45,465.40

MACHINERY & EQUIPMENT

2018	VALVE LASH MACHINE (NEW)-MODULE 3	39,066.64
2018	225 V-BLOCKS&EOAT-5400SERIES MACH.RETOOL	24,512.25
2018	CONFINDANT-ASSY LINE CONVEYOR ADDITIONS	1,838.81
2018	TABLE TOP UNIT/WORK STATION #1	22,917.70
2018	TABLE TOP UNIT/WORK STATION #2	22,917.68
2018	RTV DISPENSING PUMP SYSTEM #1	5,819.39
2018	RTV DISPENSING PUMP SYSTEM #2	5,819.39
2018	FUJI RETOOL-MAIN BEARING PLATE FIXTURE	16,747.50
2018	5400 DC TOOLS	45,917.25
2018	(25) MANUAL PROCESS STATION	308,285.34
2018	OIL PAN MULTI-SPINDLE W/BOLT FEEDER SYST	311,007.27
2018	8 HEAD TORQUE MULTI-SPINDLE	228,124.46
2018	TEST STAND REFURBISH #1	23,429.47
2018	TEST STAND REFURBISH #2	23,429.47
2018	TEST STAND REFURBISH #3	23,429.47
2018	TEST STAND REFURBISH #4	23,429.47
2018	TEST STAND REFURBISH #5	23,429.47
2018	TEST STAND REFURBISH #6	23,429.47
2018	TEST STAND REFURBISH #7	23,429.47
2018	TEST STAND REFURBISH #8	23,429.31
2018	BREATHER REED ASSY RTV ROBOT	164,999.94
2018	TORQUE TO TURN LIFT STATION	119,149.67
2018	VALVE COVER/RTV & ASSY MACHINE	103,564.16
2016	VALVE COVER/RTV & ASSY MACHINE	28,723.83
2018	STUD DRIVERS DC TOOLS REFURBISH #1	3,099.01
2018	STUD DRIVERS DC TOOLS REFURBISH #2	3,098.96
2018	(11) SMP MTS25-175 AIR CYLINDER	4,404.02
2018	(11) GEN200HP INDUCTIVE SENSOR	7,236.95
2018	(11) BRACKETS & MODIFICATIONS	4,609.58
2018	KF4-20 TURNKEY MICROFINISHING MACHINE	416,711.90
2018	WORK PLATAFORMS F/CRANKCASE FINISH/CELL	6,587.77
2018	OIL FILL AND EVACUATION SYSTEM	116,047.07
2018	BALANCE SHAFT MACH/HOBGING FIXTURES #1	3,736.68

2018	BALANCE SHAFT MACH/HOBGING FIXTURES #2	3,736.68
2018	BALANCE SHAFT MACH/HOBGING FIXTURES #3	3,736.68
2018	BALANCE SHAFT MACH/HOBGING FIXTURES #4	3,736.68
2018	BALANCE SHAFT MACH/HOBGING FIXTURES #5	3,736.68
2018	BALANCE SHAFT MACH/HOBGING FIXTURES #6	3,736.68
2018	BALANCE SHAFT MACH/HOBGING FIXTURES #7	3,736.68
2018	BALANCE SHAFT MACH/HOBGING FIXTURES #8	3,736.70
2018	DISTANCE C CASTING-FIXTURE GAGE	5,574.70
2018	OIL HOLE LOCATION-FIXTURE GAGE	8,025.00
2018	LEAK TESTER F/22 009 03 CP	17,926.00
2018	SERVO PRESS F/22 009 03 CP	39,355.89
2018	SCREW AUTO FEED SYSTEM F/22 009 03 CP	18,635.00
2018	AIR TORQUE TOOL W/BALANCE ARM	13,120.02
2018	CLOSURE PLATE 11 SPINDLE MACHINE-M2	56,547.64
2018	CRANKSHAFT GEAR PRESS	80,066.01
2018	CRANKCASE FINISH BORE FIXTURES #1	20,249.25
2018	CRANKCASE FINISH BORE FIXTURES #2	20,249.25
2018	(20) MATERIAL FLOW RACKS	24,743.59
2018	FLYWHEEL FLUX METER	3,834.00
2018	FLOW TESTER RETOOLING	3,760.20
2018	ACR WEIGHT TOOLING F/CAMSHAFT ASSY	4,902.99
2018	UNISIG MACHINE RETOOLING F/5400 SERIES	46,814.66
2018	PISTON MEASURING FIXTURE	12,657.00
2018	CRANKCASE NAGEL HONE FIXTURE	9,947.37
2018	STEEL SHIPPING PALLET MODIFICATIONS	54,365.27
2018	CRANKCASE FINISH BORE TOOLING	13,505.01
2018	CRANKCASE WORK PLATTAFORMS	20,532.50
2018	VALVE STEM SEAL PRESS	38,544.48
2018	RETOOL OF NAGEL LAPPER #31.	28,440.31
2018	GOVERNOR BORE AIR GAGING	15,571.71
2018	CRANKCASE MACHINING FIXTURE (CRS)	28,217.00
2018	ACRADYNE AES32020CQ INLINE DC TOOL #1	3,548.77
2018	ACRADYNE AES32020CQ INLINE DC TOOL #2	3,548.76
2018	MAIN TWIN LINE DC TOOL SYSTEM-502821	11,065.06
2018	FLEX LINE DC TOOL SYSTEM-502822	10,547.88
2018	SENTINEL I-28 LEAK TEST INSTRUMENT	10,627.05
2018	OIL PAN FIXTURE-EH #1	5,582.50
2018	OIL PAN FIXTURE-EH #2	5,582.50
2018	TAPPING SPINDLE F/CARGILL STATION 9	19,168.12
2018	18-D125-17 DEKA BATTERY #1	5,907.47
2018	18-D125-17 DEKA BATTERY #2	5,907.47
2018	18-D125-17 DEKA BATTERY #3	5,907.47
2018	18-D125-17 DEKA BATTERY #4	5,907.47
2018	18-D125-17 DEKA BATTERY #5	5,907.47
2018	18-D125-17 DEKA BATTERY #6	5,907.47
2018	18-D125-17 DEKA BATTERY #7	5,907.47
2018	18-D125-17 DEKA BATTERY #8	5,907.47

2018	18-D125-17 DEKA BATTERY #9	5,907.47
2018	18-D125-17 DEKA BATTERY #10	5,907.47
2018	(10) 18 CELL BWT WATERING KIT	3,627.30
2018	SENTINEL BLACKBELT PRO CUSTOM INSTRUMENT	23,233.28
2018	PF6000 CONTROLER W/ETV STR613010 TOOL #1	21,640.82
2018	PF6000 CONTROLER W/ETV STR613010 TOOL #2	21,640.81
2018	550 GALLON DUAL WALL FUEL TANK	2,202.00
2018	ROCKER PIVOT GREASE STATION	28,902.12
2000	TOYODA CRANKCASE FINISH BORE MACHINE #044	555,637.17
TOTAL MACHINERY & EQUIPMENT		3,599,749.29
FURNITURE & FIXTURES		
2018	(10) 24IN LCD VGA HDMI MONITOR T24I-10	3,297.63
2018	TIMING CAMERA F/MODULE 1	46,708.53
TOTAL FURNITURE & FIXTURES		50,006.16
MACHINE TOOLING		
2018	GOV GEAR INJ. MOLD INSERTS	3,734.50
2018	32 094 21-AIR CLEANER BASE	5,549.00
2018	12 032 03 OIL SEAL F/22 009 03 CP	5,148.91
2018	22 074 06-PISTON ASSY(BOHAI)	15,000.00
2018	22 462 02-CHECK VALVE TOOLING	20,716.59
2018	22 096 21-A/C COVER ASSY HOP	50,700.00
2018	22 083 08-A/C FILTER HOP	10,030.55
2018	22 068 01- MUFFLER	11,316.00
TOTAL MACHINE TOOLING		122,195.55
TOTAL PERSONAL PROPERTY		3,817,416.40
INVENTORY		
Raw Materials		14,322,287.00
Work-in-Process		5,652,193.00
TOTAL INVENTORY		19,974,480.00

Stephen M. Wilson

Partner
swilson@bradley.com
601.592.9957 direct



May 13, 2019

VIA FEDERAL EXPRESS

Kermas Eaton
City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Re: Kohler Co. 2018 Ad Valorem Tax Exemption Application

Dear Mr. Eaton:

Enclosed are three (3) original applications wherein Kohler Co. requests the Board of Supervisors of Forrest County to grant an exemption from ad valorem taxes for the property listed in the application pursuant to Miss. Code Ann. § 27-31-105.

I would appreciate the Board's review of this Application at its earliest convenience. Once approved by the Board, please forward one original and three certified copies of the Application to the Mississippi Department of Revenue in Jackson for its approval.

Please call me at (601) 592-9957 if you have any questions relating to this request.

Sincerely,

A handwritten signature in black ink, appearing to read "S.M. Wilson", written over a printed name and title.

Stephen M. Wilson
Partner

SMW/kt

Enclosures

cc: Randy Pope, Attorney for City of Hattiesburg
Mary Ann Palmer, Forrest County Tax Assessor's Office
Edward J. Devine, Kohler Co., Vice President-Taxation

4840-4169-7175.1

Position Statement of Tax Assessor

Trade Name of Applicant: Kohler Co.

Location: 182 J M Tatum Industrial Dr Parcel: PPIN 7591

Type of Business: Manufacturing

Finished Products: Small Engines

State the Enumeration this Application Identifies with: 27-31-101

Has this Enterprise Enjoyed an Application Previously? YES

Under any other Trade Name? NO

Any Other Location? NO

Under Any Other Ownership? NO

Number of Jobs: Estimated Annual Payroll:

EXEMPTION TO BE ON:

LAND: NO VALUE:

IMPROVEMENTS: NO VALUE:

PERSONAL PROPERTY:

FURN & FIX.	VALUE:	\$95,471.56
MACH & EQUIP.	VALUE:	\$3,721,944.84
INVENTORY	VALUE:	
RAW MATERIALS	VALUE:	\$14,322,287.00
WORK IN PROGRESS	VALUE:	\$5,652,193.00

Personal Property Total: \$23,791,896.40

Exemption Total Value: \$23,791,896.40

LAND AND IMPROVEMENTS:

Owner of Land: Kohler Company

Owner of Improvements: Kohler Company

Date of Improvements: Completed: Expanded: 12/31/2018

Any Prior Exemption: YES

Years of Exemption Applied for: 2019 Through: 2028

Applicant's Representative: Steve Wilson Phone: 601-948-8000

Address: 188 E Capitol Street, Suite 400 Jackson, MS 39201

Investigated By: Bryan Hunter

Comments: 10 year exemption

Date: 06/18/19 Tax Assessor: Mary Ann Palmer

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Kohler Co. Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO, KOHLER COMPANY.
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Kohler Company on May 13, 2019, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Kohler Company , has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personalty in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2018; and that Kohler Company, is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

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

Section 1. That the application for Ad Valorem Tax Exemption by Kohler Company, for a period of ten (10) years from December 31, 2018 through December 31, 2027, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Kohler Company, is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2018 and ending on December 31, 2027, with a total true value of \$23,791,896.40 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the

Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Department of Revenue; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of November, 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, December 17, 2019

Re: Take from the table a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Resinall Corporation for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$6,939,951.67 or the amount approved by Mississippi Department of Revenue - tabled at the November 5, 2019 meeting.

File Number: 2019-415
Minute Book #MB 2019-258-259 / Tabled

Summary

Resinall Corporation has applied for an ad valorem tax exemption for a period of ten (10) years, in a true value of \$6,939,951.67.

Recommendation Statement

I recommend approval of the requested ad valorem tax exemption.

Please place this on the December 17, 2019 City Council meeting for consideration.

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq.,
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE Resinall Corp

PHYSICAL ADDRESS 102 Dixie Pine Road, Hattiesburg, MS 39401

TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Industrial - Resin Products

LOCATION - COUNTY Forrest CITY Hattiesburg

DATE OF COMPLETION 12/31/2018 YEARS REQUESTED 10

NEW (SECTION 27-31-101) EXPANSION (SECTION 27-31-105) X

NEW JOBS 0 ESTIMATED PAYROLL 111 Jobs - \$ 6,610,305.44

TRUE VALUE OF PROPERTY EXEMPTED 6,939,951.67

*Attach an itemized list of property to be exempted as Exhibit "A".

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the State Tax Commission and upon approval and certification by the Commission, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant.

This application is submitted on the 16th day of May, 20 19.

Resinall Corp

Applicant (Name of Taxpayer)

By:



Title:

Suzanne Perkins Vice President - Tax

ATTEST:

APPLICATION FOR AD VALOREM EXEMPTION
EXHIBIT A

ASSET #	ASSET	CATEGORY	ACT DATE	ACT VALUE
2227	PLANT DOORS	BUILDINGS	10/1/2018	11,700.00
2225	VITEC INFRARED SECURITY CAMERAS	COMPUTER EQUIPMENT	9/14/2018	4,534.66
2202	CLAUS 600 GAS CHROMATOGRAPH	LAB EQUIPMENT	5/3/2018	15,994.23
2203	CLAUS 600 GAS CHROMATOGRAPH	LAB EQUIPMENT	5/3/2018	17,864.27
2209	PARR MODEL 4848 REACTOR	LAB EQUIPMENT	6/5/2018	5,589.66
205	TRANSMITTERS	MACHINES & EQUIPMENT	1/2/2018	5,857.38
204	EXPANSION JOINTS	MACHINES & EQUIPMENT	1/23/2018	27,851.00
207	HI PRESSURE VALVES	MACHINES & EQUIPMENT	2/5/2018	28,536.00
208	DESIGN DRAWINGS	MACHINES & EQUIPMENT	2/12/2018	29,840.00
209	HEAT EXCHANGER	MACHINES & EQUIPMENT	2/23/2018	41,474.00
206	ZCELTERM 600	MACHINES & EQUIPMENT	2/23/2018	34,825.00
210	SEAL FACE HOLDERS	MACHINES & EQUIPMENT	4/2/2018	8,825.88
211	PRESSURE TRANSMITTER	MACHINES & EQUIPMENT	5/10/2018	3,111.40
213	KB1 REPAIR KIT	MACHINES & EQUIPMENT	5/22/2018	25,898.08
212	SEAL FACES	MACHINES & EQUIPMENT	5/22/2018	6,490.04
214	FAB DRAWINGS	MACHINES & EQUIPMENT	5/25/2018	265,080.00
215	INTERFACE	MACHINES & EQUIPMENT	7/13/2018	3,520.00
216	BUCHER PUMP	MACHINES & EQUIPMENT	8/15/2018	3,432.75
217	O-RINGS	MACHINES & EQUIPMENT	8/30/2018	5,171.30
218	HYPULSE LSM FILTER PAY #2	MACHINES & EQUIPMENT	9/18/2018	353,440.00
220	INSULATE H-1 UNIT	MACHINES & EQUIPMENT	10/18/2018	20,398.51
221	XCELTERM 600	MACHINES & EQUIPMENT	10/20/2018	52,750.00
219	TRANSMITTER	MACHINES & EQUIPMENT	10/25/2018	4,325.65
222	HEAT EXCHANGER	MACHINES & EQUIPMENT	11/5/2018	51,100.00
223	INSULATE E-2455	MACHINES & EQUIPMENT	11/6/2018	1,735.00
226	H-1 INSULATION	MACHINES & EQUIPMENT	11/13/2018	9,860.00
225	PIPE IN NEW EXCHANGERS	MACHINES & EQUIPMENT	11/15/2018	83,086.50
227	INSTALLATION ADM HEAT EXCHANGER H-1 UI	MACHINES & EQUIPMENT	12/3/2018	26,562.88
228	HYPULSE L8M SYSTEM FILTER	MACHINES & EQUIPMENT	12/19/2018	265,080.00
2186	RUPTURE DISCS	MACHINES & EQUIPMENT	1/1/2018	4,650.00
2187	IRON GRATES	MACHINES & EQUIPMENT	1/9/2018	3,052.00
2188	3000 AMP AUTO TRANSFER SWITCH	MACHINES & EQUIPMENT	1/11/2018	51,750.00
2189	FLOWSERVE PUMP	MACHINES & EQUIPMENT	1/3/2018	6,891.58
2190	BOILER	MACHINES & EQUIPMENT	2/1/2018	1,856.25
2191	FLOWSERVE SEALS	MACHINES & EQUIPMENT	2/7/2018	2,006.30
2192	DP CELLS	MACHINES & EQUIPMENT	2/7/2018	6,904.29
2193	55 GALLON DRUMS	MACHINES & EQUIPMENT	2/12/2018	5,847.76
2194	CAST IRON GRATES	MACHINES & EQUIPMENT	3/1/2018	2,026.00
2195	MTH PUMP	MACHINES & EQUIPMENT	3/1/2018	3,440.14
2196	VALVE FOR KETTLES	MACHINES & EQUIPMENT	3/9/2018	1,905.00
2197	INSTALL TUBE CONVEYOR	MACHINES & EQUIPMENT	3/1/2018	3,815.59
2198	6" WARREN GATE VALVES	MACHINES & EQUIPMENT	4/17/2018	1,650.00
2199	FLANGED VORTEX FLOW METER	MACHINES & EQUIPMENT	4/20/2018	6,628.72
2200	DP CELLS	MACHINES & EQUIPMENT	4/27/2018	6,463.46
2201	55 GALLON DRUMS-AQUEOUS FOAM	MACHINES & EQUIPMENT	4/13/2018	5,049.00

APPLICATION FOR AD VALOREM EXEMPTION
EXHIBIT A

ASSET #	ASSET	CATEGORY	ACT DATE	ACT VALUE
2204	RAIL RESTORATION	MACHINES & EQUIPMENT	5/17/2018	19,965.00
2205	55 GALLON DRUMS-AQUEOUS FOAM	MACHINES & EQUIPMENT	6/1/2018	5,049.00
2206	AQUEOUS FILM FOAM	MACHINES & EQUIPMENT	6/1/2018	10,804.86
2207	TANK FARM STEAM TRAP	MACHINES & EQUIPMENT	6/4/2018	2,201.52
2208	VORTEX METERT	MACHINES & EQUIPMENT	6/25/2018	4,365.10
2210	HAND HELD RADIO	MACHINES & EQUIPMENT	7/1/2018	7,147.08
2211	DP CELLS	MACHINES & EQUIPMENT	7/1/2018	9,459.18
2212	3% AFF FOAM	MACHINES & EQUIPMENT	7/1/2018	16,207.29
2213	BOILER PARTS	MACHINES & EQUIPMENT	7/1/2018	1,800.71
2214	FVNR STARTER 25HP	MACHINES & EQUIPMENT	7/17/2018	5,273.01
2215	FVNR STARTER 10HP	MACHINES & EQUIPMENT	7/18/2018	4,372.45
2216	XP EXIT LIGHT	MACHINES & EQUIPMENT	8/9/2018	1,720.00
2217	SCALE WORK	MACHINES & EQUIPMENT	8/14/2018	1,819.00
2218	BUCKET TRAPS	MACHINES & EQUIPMENT	8/20/2018	3,350.00
2219	#3 STEAM BOILER BADGER M2000 METER	MACHINES & EQUIPMENT	8/3/2018	2,142.50
2220	#1 STEAM BOILER BADGER M2000 METER	MACHINES & EQUIPMENT	8/3/2018	2,592.50
2221	HOT OIL BOILER REBUILD	MACHINES & EQUIPMENT	8/16/2018	215,645.00
2222	PLATE STEEL & ANGLE IRON	MACHINES & EQUIPMENT	8/10/2018	2,567.14
2223	FLAKER BELT ROOF	MACHINES & EQUIPMENT	8/17/2018	11,902.50
2224	FABRICATE & INSTALL 4 DOORS	MACHINES & EQUIPMENT	9/1/2018	23,123.36
2226	WATER PUMP	MACHINES & EQUIPMENT	9/13/2018	4,201.04
2228	3000 AMP ATS INSTALLATION	MACHINES & EQUIPMENT	10/15/2018	41,400.00
2229	REPLACE 8" PIPING	MACHINES & EQUIPMENT	10/10/2018	30,150.00
2230	SCAFFOLDING	MACHINES & EQUIPMENT	10/18/2018	4,561.00
2231	HEAT STRIP FOR CONTROL ROOM	MACHINES & EQUIPMENT	11/19/2018	2,918.00
2232	CHILLER UNIT	MACHINES & EQUIPMENT	11/1/2018	59,425.00
2233	3% AFFF FOAM	MACHINES & EQUIPMENT	11/1/2018	15,147.00
2234	BALDOR MOTOR	MACHINES & EQUIPMENT	12/18/2018	1,923.58
2235	6' OSECO RUPTURE DISC	MACHINES & EQUIPMENT	12/18/2018	6,420.00
2236	CHROMALOX FLANGE IMMERSION HEATER	MACHINES & EQUIPMENT	12/19/2018	9,800.00
2237	FLOWSERVE SEAL	MACHINES & EQUIPMENT	12/27/2018	1,989.00
2238	EXPLOSION PROTECTION EQUIPMENT	MACHINES & EQUIPMENT	11/16/2018	22,017.50
	RAW MATERIALS AS OF 12/31/2018	INVENTORY - RAW MATERIALS	12/31/2018	4,133,404.10
	WORK IN PROCESS AS OF 12/31/2018	INVENTORY - WIP	12/31/2018	727,217.97
				6,939,951.67



An Ergon® Company

P.O. Box 1639
Jackson, MS
39215-1639 USA
601-933-3000
resinall.com

May 16, 2019

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

RE: Resinall Corp
Application for Ad Valorem Tax Exemption

Kermas Eaton:

Resinall Corp located at 102 Dixie Pine Road, Hattiesburg, MS, requests an exemption from ad valorem taxation under Mississippi Code Section 27-31-105 on the 2018 improvements to our Resinall plant. Resinall is a manufacturer of thermoplastic resins/polymers used as binders in a wide range of industrial applications including adhesive, tire, ink and specialty markets serving customers around the world.

Resinall continues to improve and upgrade the plant and we are asking the City to support Resinall Corp in our efforts by granting a 10-year exemption from ad valorem taxes for our 2018 upgrades. Enclosed is a detail listing of the assets for which we are requesting the exemption.

We appreciate your consideration for granting this ad valorem tax exemption on the Resinall Corp plant.

Sincerely,

RESINALL CORP


Suzanne Perkins
Vice President – Tax

C: Betty Carlisle, Forrest County

RECEIVED

MAY 21 2019

BY: _____

Position Statement of Tax Assessor**Trade Name of Applicant:** Resinall Corp**Location:** 102 Dixie Pine Road **Parcel:** PPIN 7580**Type of Business:** Manufacturing**Finished Products:** Industrial - Resin Products**State the Enumeration this Application Identifies with:** 27-31-105**Has this Enterprise Enjoyed an Application Previously?** YES**Under any other Trade Name?** NO**Any Other Location?** NO**Under Any Other Ownership?** NO**Number of Jobs:** 111 **Estimated Annual Payroll:** \$6,610,305.44**EXEMPTION TO BE ON:****LAND:** NO **VALUE:** **IMPROVEMENTS:** NO **VALUE:** **PERSONAL PROPERTY:**

FURN & FIX.	VALUE:	<u></u>
MACH & EQUIP.	VALUE:	<u>\$2,079,329.60</u>
INVENTORY	VALUE:	<u></u>
RAW MATERIALS	VALUE:	<u>\$4,133,404.10</u>
WORK IN PROGRESS	VALUE:	<u>\$727,217.97</u>

Personal Property Total: \$6,939,951.67**Exemption Total Value:** \$6,939,951.67**LAND AND IMPROVEMENTS:****Owner of Land:** Resinall Mississippi Inc**Owner of Improvements:** Resinall Mississippi Inc**Date of Improvements:** **Completed:** **Expanded:** 12/31/2018**Any Prior Exemption:** YES**Years of Exemption Applied for:** 2019 **Through:** 2023**Applicant's Representative:** Bill Zaccarelli **Phone:** 203-329-7100**Address:** 102 Dixie Pine Rd, Hattiesburg, MS 39401**Investigated By:** Bryan Hunter**Comments:** First 5 years of 10 year exemption**Date:** 6-17-19**Tax Assessor:** Mary Ann Palmer
Mary Ann Palmer

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Resinall Corp. Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO, RESINALL CORP.
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Resinall Corp on May 21, 2019, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Resinall Corp , has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personalty in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2018; and that Resinall Corp, is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

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

Section 1. That the application for Ad Valorem Tax Exemption by Resinall Corp, for a period of ten (10) years from December 31, 2018 through December 31, 2027, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Kohler Company, is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2018 and ending on December 31, 2027, with a total true value of \$6,939,951.67 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the

Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Department of Revenue; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of November, 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, December 17, 2019

Re: Take from the table a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Sofidel America Corporation for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$353,211.32 or the amount approved by Mississippi Department of Revenue - tabled at the November 5, 2019 meeting.
File Number: 2019-416
Minute Book #MB 2019-259 / Tabled

Summary

Sofidel America has applied for an ad valorem tax exemption for a period of ten (10) years, in a true value of \$353,211.32.

Recommendation Statement

I recommend approval of the requested ad valorem tax exemption.

Please place this on the December 17, 2019 City Council meeting for consideration.

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE: SOFIDEL AMERICA CORP.

PHYSICAL ADDRESS: 176 W.L. RUNNELS INDUSTRIAL DRIVE, HATTIESBURG, MS 39401

TYPE OF INDUSTRY: MANUFACTURING PRODUCT/SERVICE: BATH TISSUE/KITCHEN TOWEL PAPER

LOCATION-COUNTY: FORREST CITY: HATTIESBURG

DATE OF COMPLETION: 12/31/2018 YEARS REQUESTED: YEAR THREE OF TEN

NEW (SECTION 27-31-101) _____ EXPANSION (SECTION 27-31-105) x _____

NEW JOBS 49-2018 (172 since inception) PAYROLL \$6,988,197 for 2018

TRUE VALUE OF PROPERTY EXEMPTED: \$ 353,211.32

** Attach an itemized list of property to be exempted as Exhibit "A".*

The applicant requests that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further requests that the application and certified approval of exemption be forwarded to the Department of Revenue and upon approval and certification by the Department, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant. This application is submitted on the 25th day of May, 2018.

SOFIDEL AMERICA CORP.

Applicant (Name of Taxpayer)

By: _____

Marcello Marzano

Title: Vice President

[illegible]

Position Statement of Tax AssessorTrade Name of Applicant: Sofidel America Corp.Location: 176 W L Runnels Industrial Dr. Parcel: PPIN 7571Type of Business: ManufacturingFinished Products: Bath Tissue/ Kitchen Towel PaperState the Enumeration this Application Identifies with: 27-31-105Has this Enterprise Enjoyed an Application Previously? YESUnder any other Trade Name? NOAny Other Location? NOUnder Any Other Ownership? NONumber of Jobs: 49 Estimated Annual Payroll: \$6,988,197.00**EXEMPTION TO BE ON:**LAND: NO VALUE: IMPROVEMENTS: NO VALUE: **PERSONAL PROPERTY:**

FURN & FIX.	VALUE:	<u></u>
MACH & EQUIP.	VALUE:	<u>\$353,211.32</u>
INVENTORY	VALUE:	<u></u>
RAW MATERIALS	VALUE:	<u></u>
WORK IN PROGRESS	VALUE:	<u></u>

Personal Property Total: \$353,211.32Exemption Total Value: \$353,211.32**LAND AND IMPROVEMENTS:**Owner of Land: Forrest CountyOwner of Improvements: Sofidel America CorpDate of Improvements: Completed: Expanded: 12/31/2018Any Prior Exemption: YESYears of Exemption Applied for: 2019 Through: 2026Applicant's Representative: Marcello Marzano Phone: Address: 176 W L Runnels Industrial Dr., Hattiesburg, MS 39401Investigated By: Bryan HunterComments: First 5 years of 10 year exemptionDate: 6-17-19Tax Assessor: Mary Ann Palmer
Mary Ann Palmer

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Sofidel America Corp. Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO, SOFIDEL AMERICA CORP.
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Sofidel America Corp on May 25, 2019, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Sofidel America Corp , has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personalty in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2018; and that Sofidel America Corp, is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

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

Section 1. That the application for Ad Valorem Tax Exemption by Sofidel America Corp, for a period of ten (10) years from December 31, 2018 through December 31, 2027, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Sofidel America Corp, is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2018 and ending on December 31, 2027, with a total true value of \$353,211.32 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the

Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Department of Revenue; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of November, 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, December 17, 2019

Re: Take from the table a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Wis-Pak of Hattiesburg, LLC, for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$916,981.00 or the amount approved by Mississippi Department of Revenue - tabled at the November 5, 2019 meeting.
File Number: 2019-418
Minute Book #MB 2019-259 / Tabled

Summary

Wis-Pak of Hattiesburg, LLC has applied for an ad valorem tax exemption for a period of ten (10) years, in a true value of \$916,981.00.

Recommendation Statement

I recommend approval of the requested ad valorem tax exemption.

Please place this on the December 17, 2019 City Council meeting for consideration.

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq., MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE Wis-Pak of Hattiesburg, LLC

PHYSICAL ADDRESS 2 WL Runnels Industrial Dr., Hattiesburg, MS 39401

TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Beverages

LOCATION - COUNTY Forrest CITY Hattiesburg

DATE OF COMPLETION 12/31/18 YEARS REQUESTED 10

NEW (SECTION 27-31-101) _____ EXPANSION (SECTION 27-31-105) X

NEW JOBS 0 ESTIMATED PAYROLL 0

TRUE VALUE OF PROPERTY EXEMPTED 916,681 *Attach an itemized list of property to be exempted as Exhibit "A".

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the Department of Revenue and upon approval and certification by the Department, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant. This application is submitted on the 22 day of May, 20 19.

Wis-Pak of Hattiesburg, LLC

Applicant (Name of Taxpayer)

By: *L. P. [Signature]*
Title: Financial Analyst

ATTEST:

RECEIVED

MAY 29 2019

BY: _____

Wis-Pak of Hattiesburg, LLC
 Building & Land Improvements, Equipment Purchased: 2018 Expansion
 Attachment to Application for Ad Valorem Tax Exemption

Asset	Description of Item	Cost	Date
14012	Trench drain	33,906.16	4/15/2018
14013	CO2 meter, Promass E 500	13,318.14	4/15/2018
14014	Scissor jack	11,770.00	4/15/2018
14015	Floor scrubber	52,967.14	4/15/2018
14077	Cooler expansion	161,598.15	5/15/2018
14078	Surge suppressors & grounding	107,530.12	5/15/2018
14079	Truck scale	66,889.65	5/15/2018
14107	Racking	81,282.56	6/15/2018
14222	PC's Dell, back-ups for RO	8,088.35	11/15/2018
14016	Flow meters	45,878.00	4/15/2018
14173	Filler programming changes	48,571.82	8/15/2018
14174	Installation KHS filler mod	31,958.21	8/15/2018
14175	Filler, KHS mod	25,926.76	8/15/2018
14176	Labor, L3 rinser removal	7,994.82	8/15/2018
14017	Lift, pivot pro for BIB	10,556.00	4/15/2018
14196	Coder upgrade	3,894.37	9/15/2018
14108	Forklift	45,999.30	6/15/2018
14109	Forklift	45,999.30	6/15/2018
14110	Forklift	45,999.30	6/15/2018
14144	Battery	7,394.77	7/15/2018
14145	Battery	7,394.77	7/15/2018
14146	Battery	7,394.77	7/15/2018
14147	Battery	7,394.77	7/15/2018
14148	Battery	7,394.77	7/15/2018
14149	Battery	7,394.77	7/15/2018
14150	Battery	7,394.77	7/15/2018
14151	Battery	7,394.77	7/15/2018
14152	Battery	7,394.77	7/15/2018
TOTAL		916,681.08	

Position Statement of Tax Assessor**Trade Name of Applicant:** Wis-Pak of Hattiesburg, LLC**Location:** 2 W L Runnels Dr**Parcel:**PPIN 7579**Type of Business:** Manufacturing**Finished Products:** Beverages**State the Enumeration this Application Identifies with:**27-31-105**Has this Enterprise Enjoyed an Application Previously?**YES**Under any other Trade Name?**NO**Any Other Location?**NO**Under Any Other Ownership?**NO**Number of Jobs:** 0**Estimated Annual Payroll:**\$0.00**EXEMPTION TO BE ON:****LAND:** NO**VALUE:****IMPROVEMENTS:** NO**VALUE:****PERSONAL PROPERTY:****FURN & FIX.****VALUE:****MACH & EQUIP.****VALUE:**\$916,681.00**INVENTORY****VALUE:****RAW MATERIALS****VALUE:****WORK IN PROGRESS****VALUE:****Personal Property Total:**\$916,681.00**Exemption Total Value:**\$916,681.00**LAND AND IMPROVEMENTS:****Owner of Land:**Wis-Pak of Hattiesburg, LLC**Owner of Improvements:**Wis-Pak of Hattiesburg, LLC**Date of Improvements:****Completed:****Expanded:** 12/31/2018**Any Prior Exemption:**YES**Years of Exemption Applied for:**2019**Through:**2023**Applicant's Representative:****Phone:****Address:** 2 W L Runnels Industrial Dr., Hattiesburg, MS 39401**Investigated By:**Bryan Hunter**Comments:**First 5 years of 10 year exemption**Date:**6-17-19**Tax Assessor:**Mary Ann Palmer
Mary Ann Palmer

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Wis-Pak of Hattiesburg. Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO, WIS-PAK OF HATTIESBURG.
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Wis-Pak of Hattiesburg on May 29, 2019, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Wis-Pak of Hattiesburg, has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personalty in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2018; and that Wis-Pak of Hattiesburg, is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

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

Section 1. That the application for Ad Valorem Tax Exemption by Wis-Pak of Hattiesburg, for a period of ten (10) years from December 31, 2018 through December 31, 2027, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Wis-Pak of Hattiesburg, is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2018 and ending on December 31, 2027, with a total true value of \$916,981.00 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the

Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Department of Revenue; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of November, 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, December 17, 2019

Re: Take from the table a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Zeon Chemicals, for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$249,823.00 or the amount approved by Mississippi Department of Revenue - tabled at the November 5, 2019 meeting.
File Number: 2019-419
Minute Book #MB 2019-259 / Tabled

Summary

Zeon Chemicals has applied for an ad valorem tax exemption for a period of ten (10) years, in a true value of \$249,823.00.

Recommendation Statement

I recommend approval of the requested ad valorem tax exemption

Please place this on the December 17, 2019 City Council meeting for consideration.

**APPLICATION OF ZEON CHEMICALS, L.P.
FOR EXEMPTION FROM AD VALOREM TAXES FOR A PERIOD
OF TEN YEARS AS AUTHORIZED BY SECTION 27-31-101, ET
SEQ., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED**

FILED

MAR 28 2019

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG,

MISSISSIPPI:

BY Carolyn H. Jones
CITY CLERK
DEPUTY CLERK

1. Zeon Chemicals, L.P. files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto the Mayor and City Council of the City of Hattiesburg, Mississippi, hereinafter referred to as the "Mayor and City Council", as follows:

2. Applicant, Zeon Chemicals, L.P., is a limited partnership with offices and manufacturing facilities located in the city of Hattiesburg, Forrest County, Mississippi, and has been for more than ten (10) continuous years, which manufacturing facility primarily manufactures synthetic rubber.

3. Applicant is now operating as a manufacturing enterprise within the city of Hattiesburg, Forrest County, Mississippi, which manufacturing enterprise is a bona fide expanded enterprise of public utility within the meaning of Section 27-31-101, et seq., and related sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by Section 27-31-105 of the Mississippi Code of 1972, as amended, by specific enumeration, namely the owner and operator of a manufacturing enterprise of public utility who has made additions to or expansions of the manufacturing facility and has replaced equipment and machinery used in connection with and necessary to the operation of such manufacturing enterprise.

4. Applicant is the owner of real property on which the Applicant's manufacturing enterprise is presently constructed and located and on which the additions to or expansions of the

manufacturing facility were also constructed and erected, and which is located at 1301 West Seventh Street in said city and county.

5. Additions were made to said enterprise in the year 2018 as shown on Exhibit A attached hereto and made a part hereof; and therefore, the exemption hereby claimed should commence as of December 31, 2018.

6. The Applicant employs approximately forty-two (42) employees in the city of Hattiesburg, Forrest County, Mississippi and has an annual payroll of approximately \$4,685,682.00. The additions and expansion by Applicant upgraded and rendered the manufacturing process more efficient and expedient and permitted Applicant to better serve its customers.

7. That said exemptions of the tangible property described in Exhibit A attached hereto should be granted for a period of ten (10) years from December 31, 2018.

8. That the original cost of all property comprising the addition and expansion that was completed in the year 2018 was \$287,106.00, as shown in an itemized list attached hereto as Exhibit A and made a part hereof for all purposes.

PRAYER

WHEREFORE, Applicant prays that the Mayor and City Council enter a finding that a portion of Applicant's manufacturing facility is an expanded enterprise of public utility and that said additional and expanded portion was completed in the year 2018, within the meaning of applicable laws of Mississippi; and

That Applicant be granted an exemption from ad valorem taxation, except school district ad valorem taxation, as provided by law, for a period of ten (10) years commencing December 31, 2018, upon all of the tangible property described in Exhibit A attached hereto and made a

part hereof, used in, or necessary to the operation of Applicant's manufacturing facility in Forrest County, Mississippi; and

That the Mayor and City Council approve this application by an order resolution spread upon its minutes declaring that such property is exempt from all ad valorem taxation, except school district ad valorem taxation and state ad valorem taxation, for a period of ten (10) years and forward the original and three (3) certified copies of this application and a certified transcript of such approval to the Mississippi State Tax Commission and upon approval of such application by the said Mississippi State Tax Commission and certification of its approval, the Mayor and City Council will enter a final order on its minutes granting the exemption herein prayed.

RESPECTFULLY SUBMITTED this 27 day of March, A.D. 2019.

ZEON CHEMICALS, L.P.

By: GR Andrews

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said state and county, within my jurisdiction, GR Andrews who is Plant Controller for Zeon Chemicals, L.P., who acknowledged that She signed, executed and delivered the above and foregoing application on the day and year therein mentioned for and on behalf, in the name and as the act and deed of said Zeon Chemicals, L.P., ___ being first duly authorized so to do and who first by me being duly sworn, stated upon her oath that the facts contained in the above application are true and correct as therein stated.

GR Andrews

SWORN TO AND SUBSCRIBED BEFORE ME on this 27th day of March, A.D., 2019.



Kimberly Ann Napier
NOTARY PUBLIC
My commission expires: August 22, 2021

ZEON CHEMICALS L.P.
2018 Property Tax Calculation
Mississippi Plant

ASSET CATEGORY	Acquis. YEAR	ORIGINAL COST	ADD/ DELETE	ORIGINAL COST	Indus Multi	COST BY CAT	Depre %	2018 TRUE VALUE
INST	2018	\$3,755	*	\$3,755	1	\$3,755.36	92%	\$3,455
M&E	2018	\$82,805	*	\$82,805	1	\$82,805	92%	\$76,181
M&E7	2018	\$151,408	*	\$151,408	1	\$151,408	87%	\$131,725
CE	2018	\$8,365	*	\$8,365	1	\$8,365	87%	\$7,277
FURN	2018	\$2,367	*	\$2,367	1.106	\$2,618	20%	\$524
O & E	2018	\$1,123	*	\$1,123	1	\$1,123	87%	\$977
VEH	2018	\$37,284	*	\$37,284	1	\$37,284	87%	\$32,437
287,106								

Position Statement of Tax AssessorTrade Name of Applicant: Zeon Chemicals, L. P.Location: 1301 W 7th St

Parcel: _____

PPIN 7569Type of Business: Chemical ManufacturingFinished Products: Synthetic Rubber

State the Enumeration this Application Identifies with: _____

27-31-105

Has this Enterprise Enjoyed an Application Previously? _____

YES

Under any other Trade Name? _____

NO

Any Other Location? _____

NO

Under Any Other Ownership? _____

NO

Number of Jobs: _____

Estimated Annual Payroll: _____

EXEMPTION TO BE ON:LAND: NO

VALUE: _____

IMPROVEMENTS: NO

VALUE: _____

PERSONAL PROPERTY:

FURN & FIX.

VALUE: \$11,855.00

MACH & EQUIP.

VALUE: \$237,968.00

INVENTORY

VALUE: _____

RAW MATERIALS

VALUE: _____

WORK IN PROGRESS

VALUE: _____

Personal Property Total: \$249,823.00Exemption Total Value: \$249,823.00**LAND AND IMPROVEMENTS:**Owner of Land: Zeon Chemicals, L.P.Owner of Improvements: Zeon Chemicals, L.P.

Date of Improvements: _____

Completed: _____

Expanded: 12/31/2018Any Prior Exemption: YESYears of Exemption Applied for: 2019 Through: 2023Applicant's Representative: Guinn AndrewsPhone: 601-583-6020Address: 1301 W 7th St Hattiesburg, MS 39401Investigated By: Bryan HunterComments: Vehicle on asset list did not qualify. First 5 years of 10 year exemptionDate: 6-17-19Tax Assessor: Mary Ann Palmer

Mary Ann Palmer

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Zeon Chemicals. Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO, ZEON CHEMICALS .
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Zeon Chemicals of Hattiesburg on May 28, 2019, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Zeon Chemicals, has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personalty in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2018; and that Zeon Chemicals, is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

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

Section 1. That the application for Ad Valorem Tax Exemption by Zeon Chemicals, for a period of ten (10) years from December 31, 2018 through December 31, 2027, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Zeon Chemicals, is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2018 and ending on December 31, 2027, with a total true value of \$249,823.00 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the

Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Department of Revenue; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of November, 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, December 17, 2019

Re: Take from the table a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Western Container for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$3,140,205.00 or the amount approved by Mississippi Department of Revenue - tabled at the November 5, 2019 meeting.
File Number: 2019-420
Minute Book #MB 2019-259 / Tabled

Summary

Western Container has applied for an ad valorem tax exemption for a period of ten (10) years, in a true value of \$3,140,205.00.

Recommendation Statement

I recommend approval of the requested ad valorem tax exemption.

Please place this on the December 17, 2019 City Council meeting for consideration.

RECEIVED

MAY 31 2019

BY 

**APPLICATION OF WESTERN CONTAINER CORPORATION
FOR A 2018 ADDITIONS EXEMPTION FROM AD VALOREM
PROPERTY TAXES FOR THE 2018 ADDITIONS TO/
REPLACEMENTS AT ITS MANUFACTURING/WAREHOUSING
FACILITY, AS AUTHORIZED BY § 27-31-105(1), *INTER ALIA*,
OF THE MISSISSIPPI CODE OF 1972, AS AMENDED**

TO THE HONORABLE MAYOR AND CITY COUNCIL
OF THE CITY OF HATTIESBURG, MISSISSIPPI:

COMES NOW Western Container Corporation ("**Western**"), by and through Dale Hosack, its Chief Financial Officer, and files, in triplicate and under oath, this its written Application for exemption ("**2018 Additions Exemption**") from ad valorem property taxation ("**Taxes**") pursuant to § 27-31-105(1), *inter alia* (collectively "**Statutes**"), of the Mississippi Code of 1972, as amended ("**Code**"), and respectfully represents unto this Honorable Mayor and City Council (collectively "**Council**") of the City of Hattiesburg ("**City**"), State of Mississippi ("**State**"), as follows:

I.

Western is a Texas corporation which is duly qualified to do and is doing business in the City at its facility located at 110 W. L. Runnels Industrial Drive in the Forrest County Industrial Park ("**Facility**"), operating a manufacturing/warehousing enterprise.

II.

The Facility is used for the receipt, manufacture, handling, storage, warehousing, shipment, distribution, and wholesale sale for resale of injection and blow molded proprietary plastic containers and for the conducting and administration of the business of the Facility ("**Enterprise**").

III.

Under the terms of Section 2(A)(ii) of a certain "Resolution . . . on Behalf of the City of Hattiesburg, Mississippi . . . Declaring the Intention and Agreement of the Mayor and City Council of Such City to Grant Certain Ad Valorem Property Tax Exemptions . . . As Inducements for the Location By Western Container Corporation of Its New Industrial and Manufacturing Facility in Such City" ("**Intent Resolution**"), dated February 3, 1998, and on file and of record in the Minutes of the Council, the City declared its intention and agreement to grant future Additions Exemptions to Western because of the location of its Enterprise in the City.

IV.

Western completed certain additions to/replacements at the Facility in 2018 (collectively "**2018 Additions**"). The 2018 Additions consisted of certain machinery and equipment used by Western at the Facility.

V.

The 2018 Additions at the Facility contributed to an aggregate increase of Two Million Seven Hundred Fifty Thousand Nine Hundred Seventy Dollars and Zero Cents (\$2,750,970.00) in payroll over the original projections thereof in the Intent Resolution. Therefore, the 2018 Additions assisted both in the creation of additional payroll and in the retention of existing employment and payroll at the Facility, as well as in the creation and preservation of other ancillary jobs in the City (collectively "**City Jobs/Payroll**"), through which Western has already made and will continue to make a major contribution and commitment to the economic development of the City.

VI.

Western has been and will continue to be engaged in the Enterprise in the City within the meaning of, and as enumerated in, the Statutes, and the 2018 Additions constitute property used in connection with, and necessary to, the operation of such Enterprise of Western in the City and thus constitute additions to/replacements at a bona fide enterprise as described in an enumerated class of enterprises within the meaning of the Statutes and eligible for the 2018 Additions Exemption authorized by the Statutes and contemplated by the Intent Resolution.

VII.

The Statutes authorize and empower the Council, in its discretion and in addition to all other exemptions granted under the laws of the State, to grant the 2018 Additions Exemption from Taxes on tangible property which is located in the City and used in connection with, or necessary to, the operation of the enterprises described in the classes enumerated therein, specifically including manufacturing/warehousing enterprises, except that the 2018 Additions Exemption does not extend to Taxes on the products of such enterprises or to the Taxes on automobiles and trucks belonging to such enterprises and operating on or over the highways of this State (collectively "**Eligible Property**"), or to Taxes for school district purposes ("**School Taxes**") or to State Taxes (together with the School Taxes, collectively "**Excluded Taxes**"). Therefore, as authorized by the Statutes and as contemplated by the Intent Resolution, the 2018 Additions qualify as Eligible Property of Western used in connection with, or necessary to, the operation of the Enterprise of Western in the City and may, in the discretion of the Council, be exempt from all Taxes imposed thereon by the City, but specifically excepting the Excluded Taxes.

VIII.

The Eligible Property comprising the 2018 Additions used in connection with, or necessary to, the operation of Western's Enterprise, which is proposed to be exempted by the 2018 Additions Exemption and which does not include any products of Western or any automobiles and trucks of Western operating on or over the highways of this State, is described in Exhibit "VIII" attached hereto, incorporated herein by reference, and expressly made a part hereof for all purposes as if fully copied herein. The aggregate true value of all the Eligible

Property proposed to be exempted is Three Million One Hundred Forty Thousand Two Hundred Five Dollars and Zero Cents (\$3,140,205.00), as itemized as required by the Statutes in Exhibit "VIII," with Western making both a significant capital investment in the City and a major contribution to the economic development of the City through the 2018 Additions to/at the Facility in the City (collectively with the City Jobs/Payroll, "**Economic Impact**").

IX.

The 2018 Additions were completed by December 31, 2018 ("**Commencement Date**"), and operation of the 2018 Additions was begun during 2018. The Statutes require that the Application for the 2018 Additions Exemption be filed by June 1st of the year immediately following the year of completion of the additions, *i.e.*, more particularly, June 1, 2019 for the 2018 Additions. Pursuant to the Statutes, this Application is being timely filed by June 1, 2019 in order for the 2018 Additions Exemption to be effective as of the Commencement Date for the 2018 Additions.

X.

The maximum term of the 2018 Additions Exemption under the Statutes is a period of ten (10) years ("**Term**") from the Commencement Date. Pursuant to the Statutes, Western hereby requests that the Council grant such 2018 Additions Exemption for the 2018 Additions for the Term, with such 2018 Additions Exemption for the 2018 Additions to begin with the Commencement Date and continue for the Term until December 31, 2028 ("**Termination Date**").

XI.

The Council is authorized and empowered by the provisions of the Statutes to grant the 2018 Additions Exemption to Western with respect to the 2018 Additions being used in the Enterprise located within the City.

XII.

The Enterprise provided additional new payroll and is presently providing, and should in the future continue to provide, employment and a payroll at the Facility in the City, and the Council should acknowledge Western's contribution and commitment to the economic development of the City by exercising its discretionary authority to grant to Western such 2018 Additions Exemption for the Eligible Property comprising the 2018 Additions to/at the Facility for the Term.

XIII.

As a result of the Intent Resolution, the 2018 Additions Exemption available to Western under the laws of the State constituted an inducement to Western upon which it relied, and thus played a major role in, Western's decision both to locate the Enterprise in the City and to make the 2018 Additions to/at the Facility in the City, and sufficient consideration in the form of the Economic Impact and Western's reliance on such inducement, as well as certain other good and

valuable nonmonetary consideration (collectively "Consideration"), has been and will be received by the City from Western in order to support the granting of the 2018 Additions Exemption to Western.

XIV.

Therefore, pursuant to the provisions of the Statutes and the Intent Resolution, Western respectfully requests that the Council grant to Western the 2018 Additions Exemption from all such Taxes, excepting the Excluded Taxes, imposed by the City on the Eligible Property comprising the 2018 Additions.

WHEREFORE, PREMISES CONSIDERED, Western prays (i) that this Application be received, filed, reviewed and approved by the Area Development Partnership ("ADP"), as well as any and all other appropriate City authorities, and placed in line for consideration on the agenda of the appropriate Council meeting; and (ii) that, upon its approval of this Application, the Council will, in recognition of the above premises, the Intent Resolution, the recommendation of the ADP, and the Consideration, spread upon its Minutes an interim resolution which:

(A) Finds that the 2018 Additions to/at the Facility were in fact made to a bona fide enterprise described in a class of enterprises enumerated by the Statutes, being, more specifically, a manufacturing/warehousing enterprise, and were completed in 2018 within the meaning of the Statutes;

(B) Finds that the Council recognizes and acknowledges that the 2018 Additions Exemption available to Western and contemplated by the Intent Resolution constituted an inducement to Western and thus played a major role in Western's decision to make the 2018 Additions to/at the Facility in the City;

(C) Finds further that Western is eligible for and, pursuant to the Intent Resolution, entitled to the 2018 Additions Exemption from all such Taxes imposed by the City on the 2018 Additions, excepting the Excluded Taxes, in an amount to be determined annually by the appropriate taxing authorities, as provided by State law, commencing with the Commencement Date, continuing for the Term, and ending on the Termination Date;

(D) Finds further that the financial ability, technical qualifications, and business experience of Western are such that the 2018 Additions to/at the Facility will promote the industrialization of the City and State, will supply employment to the citizens of the City and State, and will promote the development of the City and surrounding community; that the ADP and any and all other appropriate City authorities have reviewed and approved this Application of Western; and that the ADP has issued its advisory opinion to the Council recommending that the 2018 Additions Exemption requested by Western in this Application for its 2018 Additions should be granted;

(E) Approves conditionally this Application and conditionally grants the 2018 Additions Exemption for the 2018 Additions sought herein, beginning with the Commencement Date and continuing for the Term until the Termination Date, for the Eligible Property described in Exhibit “VIII” used in connection with, or necessary to, the operation of the Facility in the City, subject to the appropriate investigation, approval, and certification by the Ad Valorem Division of the Mississippi Department of Revenue (“DOR”);

(F) Finds that Exhibit “VIII” attached hereto contains an itemized listing of the true value of all Eligible Property to be exempted, as required by the Statutes;

(G) Directs that the original and three (3) certified copies of this filed Application and a certified transcript of such conditional approval by the Council of this Application, including a certified transcript of such interim resolution of approval thereof, be forwarded to the DOR within thirty (30) days of the date of the certified transcript of the interim resolution, in order for the DOR to investigate and determine that the Eligible Property is eligible for exemption under, and should be exempted in accordance with, the Statutes; and that a certified copy of this filed Application and a certified transcript of such approval by the Council of this Application, including such interim resolution of approval thereof, also be forwarded to the Tax Assessor of Forrest County (“Assessor”);

(H) Declares the intention and agreement of the Council, upon approval of this Application by the DOR and receipt by the City of the certificate of approval of the DOR, to enter a final order on its Minutes:

- (i) declaring that the Eligible Property is exempt under the 2018 Additions Exemption and establishing the Commencement Date, Term and Termination Date;
- (ii) actually and finally granting to Western the 2018 Additions Exemption herein applied for by Western for the 2018 Additions;
- (iii) requesting that the Assessor take all necessary and appropriate actions in preparation of the tax rolls necessary to implement such 2018 Additions Exemption so granted, beginning with the Commencement Date and continuing for the Term and until the Termination Date thereof, including making appropriate notations on the tax rolls so that the Eligible Property will be treated as provided for in such final order and in the Statutes;
- (iv) directing the City Clerk to file one (1) copy of this Application and the interim resolution and final order approving this Application with the State Auditor of Public Accounts; and to file one (1) copy

of the final order approving this Application with the DOR and Assessor; and

- (v) directing the City Clerk to record the final order approving this Application in the Minutes of the Council in a book kept in the City Clerk's office for such purposes; and

(I) Directs the City Clerk to record this Application, together with the interim resolution, in the Minutes of the Council in a book kept in the City Clerk's office for such purposes.

[NEXT PAGE IS SIGNATURE PAGE]

RESPECTFULLY SUBMITTED, on this the 22nd day of May, 2019.

Western Container Corporation

By: 
Dale Hosack
Its: Chief Financial Officer

Prepared by:
Butler Snow LLP
Attention: W. Eugene Magee
Ashley N. Wicks
1020 Highland Colony Parkway, Suite 1400
P. O. Box 6010
Ridgeland, MS 39158-6010
(601) 948-5711

[NEXT PAGE IS NOTARIZATION PAGE]

STATE OF TEXAS

COUNTY OF Fort Bend

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Dale Hosack, who, after being first duly sworn by me, on oath states that he is the Chief Financial Officer of Western Container Corporation and that, for and on behalf of said corporation, and as its act and deed, he signed, executed and delivered the above and foregoing Application both for the purposes and on the day and year therein mentioned, after having first been duly authorized by said corporation so to do, and that the matters and things contained and set forth therein are true and correct as therein stated.


DALE HOSACK

SWORN TO AND SUBSCRIBED before me, under my hand and official seal of office this 22 day of May, 2019.




Notary Public

My Commission Expires:
10-10-2020

[NEXT PAGE IS EXHIBIT "VIII(A)"]

EXHIBIT “VIII(A)

2018 Additions of Western Container Corporation

See Asset List Attached as Exhibit "VIII(B)" for details:

Machinery and Equipment	<u>\$3,140,205.00</u>
Total	<u>\$3,140,205.00</u>

EXHIBIT “VIII(A)”

2018 Additions of Western Container Corporation

See Asset List Attached as Exhibit "VIII(B)" for details:

Machinery and Equipment	<u>\$3,140,205.00</u>
Total	<u>\$3,140,205.00</u>

Position Statement of Tax AssessorTrade Name of Applicant: Western ContainerLocation: 110 W L Runnels Dr Parcel: PPIN 7572Type of Business: Manufacturing / WarehousingFinished Products: Distribution/WholesaleState the Enumeration this Application Identifies with: 27-31-105Has this Enterprise Enjoyed an Application Previously? YesUnder any other Trade Name? NOAny Other Location? NOUnder Any Other Ownership? NO

Number of Jobs: _____ Estimated Annual Payroll: _____

EXEMPTION TO BE ON:LAND: NO VALUE: _____IMPROVEMENTS: NO VALUE: _____**PERSONAL PROPERTY:**

FURN & FIX. VALUE: _____

MACH & EQUIP. VALUE: \$3,140,205.00

INVENTORY VALUE: _____

RAW MATERIALS VALUE: _____

WORK IN PROGRESS VALUE: _____

Personal Property Total: \$3,140,205.00Exemption Total Value: \$3,140,205.00**LAND AND IMPROVEMENTS:**Owner of Land: Western Container CorporationOwner of Improvements: Western Container CorporationDate of Improvements: _____ Completed: _____ Expanded 12/31/2018Any Prior Exemption: YESYears of Exemption Applied for: 2019 Through: 2023Applicant's Representative: Dale Hosack Phone: 601-554-3500Address: 110 W L Runnels Dr., Hattiesburg, MS 39401Investigated By: Bryan HunterComments: First 5 years of 10 year exemptionDate: 6-17-19Tax Assessor: Mary Ann Palmer
Mary Ann Palmer

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Western Container. Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO, WESTERN CONTAINER .
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Western Container on May 31, 2019, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Western Container, has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personalty in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2018; and that Western Container, is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

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

Section 1. That the application for Ad Valorem Tax Exemption by Western Container, for a period of ten (10) years from December 31, 2018 through December 31, 2027, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Western Container, is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2018 and ending on December 31, 2027, with a total true value of \$3,140,205.00 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the

Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Department of Revenue; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of November, 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, December 17, 2019

Re: Take from the table a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Merchants Company for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$1,397,486.85 or the amount approved by Mississippi Department of Revenue - tabled at the November 5, 2019 meeting.
File Number: 2019-421
Minute Book #MB 2019-259 / Tabled

Summary

Merchants Company has applied for an ad valorem tax exemption for a period of ten (10) years, in a true value of \$1,397,486.85.

Recommendation Statement

I recommend approval of the requested ad valorem tax exemption.

Please place this on the December 17, 2019 City Council meeting for consideration.

RECEIVED

MAY 31 2019

BY: 

APPLICATION OF THE MERCHANTS COMPANY
FOR A 2018 REPLACEMENTS EXEMPTION FROM AD VALOREM
PROPERTY TAXES FOR THE 2018 ADDITIONS TO/
REPLACEMENTS AT ITS REGIONAL HEADQUARTERS, AS AUTHORIZED BY
§ 27-31-105(1), *INTER ALIA*,
OF THE MISSISSIPPI CODE OF 1972, AS AMENDED

TO THE HONORABLE MAYOR AND CITY COUNCIL
OF THE CITY OF HATTIESBURG, MISSISSIPPI:

COMES NOW THE MERCHANTS COMPANY ("Merchants"), by and through Kirstie Evans, its Corporate Controller, and files, in triplicate and under oath, this its written Application for exemption ("2018 Replacements Exemption") from ad valorem property taxation ("Taxes") pursuant to § 27-31-105(1), *inter alia* (collectively "Statutes"), of the Mississippi Code of 1972, as amended ("Code"), and respectfully represents unto this Honorable Mayor and City Council (collectively "Council") of the City of Hattiesburg ("City"), State of Mississippi ("State"), as follows:

I.

Merchants is a Mississippi corporation with offices in Georgia, Mississippi, South Carolina, and Alabama and conducting certain corporate headquarters functions, such as certain executive, administrative, operational, back-office and support functions at the corporate regional headquarters at 1100 Edwards Street, Hattiesburg, Mississippi 39401 ("Headquarters" or "Enterprise").

II.

On January 20, 2017, Headquarters therein were severely damaged by a tornado and a significant amount of the building and of the furniture and equipment was destroyed.

III.

Merchants completed certain additions to and replacements at the Headquarters in 2018 (collectively "2018 Replacements"). The 2018 Replacements constitute additions to and replacements at a bona fide corporate regional headquarters, as described in an enumerated class of enterprises within the meaning of the Statutes and eligible for the 2018 Replacements Exemption authorized by the Statutes or, more specifically, a corporate regional headquarters meeting certain minimum criteria established by the Mississippi Development Authority ("MDA").

IV.

The 2018 Replacements in the City, which are suitable for use by Merchants in its Headquarters, consisted of certain furniture/fixtures/equipment and computer equipment owned by Merchants and that certain leasehold improvements owned Merchants to a building owned by the City and leased by Merchants from the City under that certain Lease Agreement between Merchants and the City. Such furniture/fixtures/equipment, and computer equipment, and leasehold improvements owned by Merchants will be used by Merchants in the Headquarters.

V.

Merchants has been engaged in the business of operating, and continues to operate, the Headquarters as its corporate regional headquarters within the meaning of, and as enumerated in, the Statutes, using the 2018 Replacements in the form of certain furniture/fixtures/equipment, computer equipment of Applicants and the leasehold improvements. The 2018 Replacements are thus being used in connection with, and are necessary to, the operation of, such corporate regional headquarters of Merchants.

VI.

The Statutes authorize and empower the Council, in its discretion and in addition to all other exemptions granted under the laws of the State, to grant the 2018 Replacements Exemption from Taxes on tangible property which is located in the City and used in connection with, or necessary to, the operation of the enterprises described in the classes enumerated therein, specifically including regional headquarters, except that the 2018 Replacements Exemption does not extend to Taxes on the products of such enterprises or to the Taxes on automobiles and trucks belonging to such enterprises and operating on or over the highways of this State (collectively “**Eligible Property**”), or to Taxes for school district purposes (“**School Taxes**”) or to State Taxes (together with the School Taxes, collectively “**Excluded Taxes**”). Therefore, as authorized by the Statutes, the 2018 Replacements qualify as Eligible Property of Merchants used in connection with, or necessary to, the operation of the Enterprise of Merchants in the City and may, in the discretion of the Council, be exempt from all Taxes imposed thereon by the City, but specifically excepting the Excluded Taxes.

VII.

As of December 31, 2018, employment in the County was approximately Seventy-Three (73). The 2018 annual payroll in the County was approximately Four Million Seven Hundred Sixty-Three Thousand Two Hundred Nineteen Zero Cents (\$4,763,219.00). Therefore, the 2018 Replacements assisted in the retention of existing jobs in the City, as well as the preservation of other ancillary jobs in the City (collectively “**Jobs/Payroll**”), through which Merchants has made and will continue to make a major contribution and commitment to the economic development of the City.

VIII.

The Eligible Property of Merchants comprising the 2018 Replacements used in connection with, or necessary to, the operation of Merchants 's Enterprise, which is proposed to be exempted by the 2018 Replacements Exemption and which does not include any products of Merchants or any automobiles and trucks of Merchants operating on or over the highways of this State, is described in Exhibit "A" attached hereto, incorporated herein by reference, and expressly made a part hereof for all purposes as if fully copied herein. The aggregate true value of all the Eligible Property proposed to be exempted is One Million Three Hundred Ninety-Seven Thousand Four Hundred Eighty-Six Dollars and Eighty-Five Cents (\$1,397,486.85), as itemized as required by the Statutes in Exhibit "A," with Merchants making both a significant capital investment in the City and a major contribution to the economic development of the City through the 2018 Replacements to/at the Headquarters in the City (collectively with the Jobs/Payroll, "**Economic Impact**").

IX.

The 2018 Replacements were completed by December 31, 2018 ("**Commencement Date**"), and operation of the 2018 Replacements was begun during 2018. The Statutes require that the Application for the 2018 Replacements Exemption be filed by June 1st of the year immediately following the year of completion of the additions, *i.e.*, more particularly, June 1, 2019 for the 2018 Replacements. Pursuant to the Statutes, this Application is being timely filed by June 1, 2019 in order for the 2018 Replacements Exemption to be effective as of the Commencement Date for the 2018 Replacements.

X.

The maximum term of the 2018 Replacements Exemption under the Statutes is a period of ten (10) years ("**Term**") from the Commencement Date. Pursuant to the Statutes, Merchants hereby requests that the Council grant such 2018 Replacements Exemption for the 2018 Replacements for the Term, with such 2018 Replacements Exemption for the 2018 Replacements to begin with the Commencement Date and continue for the Term until December 31, 2028 ("**Termination Date**").

XI.

The Council is authorized and empowered by the provisions of the Statutes to grant the 2018 Replacements Exemption to Merchants with respect to the 2018 Replacements being used in the Enterprise located within the City.

XII.

The Enterprise is presently contributing, and should in the future continue to contribute, employment and a payroll at the Headquarters in the City, and the Council should acknowledge

Merchants' contribution and commitment to the economic development of the City by exercising its discretionary authority to grant to Merchants such 2018 Replacements Exemption for the Eligible Property comprising the 2018 Replacements to/at the Headquarters for the Term.

XIII.

Sufficient consideration in the form of the Economic Impact and Merchants' reliance on such inducement, as well as certain other good and valuable nonmonetary consideration (collectively "**Consideration**"), has been and will be received by the City from Merchants in order to support the granting of the 2018 Replacements Exemption to Merchants.

XIV.

Therefore, pursuant to the provisions of the Statutes, Merchants respectfully requests that the Council grant to Merchants the 2018 Replacements Exemption from all such Taxes, imposed by the City on the Eligible Property comprising the 2018 Replacements.

WHEREFORE, PREMISES CONSIDERED, Merchants prays (i) that this Application be received, filed, reviewed and approved by the Area Development Partnership ("**ADP**"), as well as any and all other appropriate City authorities, and placed in line for consideration on the agenda of the appropriate Council meeting; and (ii) that, upon its approval of this Application, the Council will, in recognition of the above premises, the recommendation of the ADP, and the Consideration, spread upon its Minutes an interim resolution which:

(A) Finds that the 2018 Replacements to/at the Headquarters were in fact made to a bona fide enterprise described in a class of enterprises enumerated by the Statutes, being, more specifically, a regional headquarters enterprise, and were completed in 2018 within the meaning of the Statutes;

(B) Finds that the Council recognizes and acknowledges that the 2018 Replacements Exemption available to Merchants constituted an inducement to Merchants and thus played a major role in Merchants' decision to make the 2018 Replacements to/at the Headquarters in the City;

(C) Finds further that Merchants is eligible for and, entitled to the 2018 Replacements Exemption from all such Taxes imposed by the City on the 2018 Replacements, in an amount to be determined annually by the appropriate taxing authorities, as provided by State law, commencing with the Commencement Date, continuing for the Term, and ending on the Termination Date;

(D) Finds further that the financial ability, technical qualifications, and business experience of Merchants are such that the 2018 Replacements to/at the Headquarters will promote the industrialization of the City and State, will supply employment to the citizens of the City and State, and will promote the development of

the City and surrounding community; that the ADP and any and all other appropriate City authorities have reviewed and approved this Application of Merchants; and that the ADP has issued its advisory opinion to the Council recommending that the 2018 Replacements Exemption requested by Merchants in this Application for its 2018 Replacements should be granted;

(E) Approves conditionally this Application and conditionally grants the 2018 Replacements Exemption for the 2018 Replacements sought herein, beginning with the Commencement Date and continuing for the Term until the Termination Date, for the Eligible Property described in Exhibit "A" used in connection with, or necessary to, the operation of the Headquarters in the City, subject to the appropriate investigation, approval, and certification by the Ad Valorem Division of the Mississippi Department of Revenue ("**DOR**");

(F) Finds that Exhibit "A" attached hereto contains an itemized listing of the true value of all Eligible Property to be exempted, as required by the Statutes;

(G) Directs that the original and three (3) certified copies of this filed Application and a certified transcript of such conditional approval by the Council of this Application, including a certified transcript of such interim resolution of approval thereof, be forwarded to the DOR within thirty (30) days of the date of the certified transcript of the interim resolution, in order for the DOR to investigate and determine that the Eligible Property is eligible for exemption under, and should be exempted in accordance with, the Statutes; and that a certified copy of this filed Application and a certified transcript of such approval by the Council of this Application, including such interim resolution of approval thereof, also be forwarded to the Tax Assessor of Forrest County ("**Assessor**");

(H) Declares the intention and agreement of the Council, upon approval of this Application by the DOR and receipt by the City of the certificate of approval of the DOR, to enter a final order on its Minutes:

- (i) declaring that the Eligible Property is exempt under the 2018 Replacements Exemption and establishing the Commencement Date, Term and Termination Date;
- (ii) actually and finally granting to Merchants the 2018 Replacements Exemption herein applied for by Merchants for the 2018 Replacements;
- (iii) requesting that the Assessor take all necessary and appropriate actions in preparation of the tax rolls necessary to implement such 2018 Replacements Exemption so granted, beginning with the Commencement Date and continuing for the Term and until the

Termination Date thereof, including making appropriate notations on the tax rolls so that the Eligible Property will be treated as provided for in such final order and in the Statutes;

- (iv) directing the City Clerk to file one (1) copy of this Application and the interim resolution and final order approving this Application with the State Auditor of Public Accounts; and to file one (1) copy of the final order approving this Application with the DOR and Assessor; and
- (v) directing the City Clerk to record the final order approving this Application in the Minutes of the Council in a book kept in the City Clerk's office for such purposes; and

(I) Directs the City Clerk to record this Application, together with the interim resolution, in the Minutes of the Council in a book kept in the City Clerk's office for such purposes.

RESPECTFULLY SUBMITTED, on this the 27th day of May, 2019.

The Merchants Company

By:

Kirstie Evans

Kirstie Evans

Its:

Corporate Controller

Prepared by:
Butler Snow LLP
Attention: W. Eugene Magee
Ashley N. Wicks
1020 Highland Colony Parkway, Suite 1400
P. O. Box 6010
Ridgeland, MS 39158-6010
(601) 948-5711

[NEXT PAGE IS NOTARIZATION PAGE]

STATE OF MS
COUNTY OF Lamar

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Kirstie Evans who, after being first duly sworn by me, on oath states that she is the Corporate Controller of The Merchants Company and that, for and on behalf of said corporation, and as its act and deed, she signed, executed and delivered the above and foregoing Application both for the purposes and on the day and year therein mentioned, after having first been duly authorized by said corporation so to do, and that the matters and things contained and set forth therein are true and correct as therein stated.

Kirstie Evans
KIRSTIE EVANS

SWORN TO AND SUBSCRIBED before me, under my hand and official seal of office
this 24th day of May, 2019.



(NOTARIAL SEAL)

[Signature]
Notary Public

My Commission Expires:
Sept 9 2022

[NEXT PAGE IS EXHIBIT "A"]

EXHIBIT “A”

2018 Replacements of The Merchants Company

See Asset List Attached as Exhibit “A(1)” for details:

Furniture, Fixtures, Equipment, & Computer Equipment	\$ 305,616.99
Leasehold Improvements	<u>\$ 1,091,869.86</u>
Total	<u>\$ 1,397,486.85</u>

EXHIBIT A(1)				
Asset Depreciation Short Report - Merchants Company - September 30, 2019				
Asset A/C #3300 - Furn & Fix - G & A				
Date Acq.	Description	Meth/Life	Cost	
2/1/2018	New Corp office furniture/desk	SLP / 10	\$224,128.17	
2/1/2018	Corp office alarm system	SLP / 10	\$5,053.08	
2/1/2018	NEW CORP IT INSTALLATION	SLP / 10	\$27,522.25	
2/1/2018	new corp office sign	SLP / 10	\$7,032.30	
2/1/2018	new corp office parking lot	SLP / 10	\$33,485.00	
2/1/2018	New Corp Office acrylic panels	SLP / 20	\$8,396.19	
		Grand Totals	\$305,616.99	

Asset A/C # 4501 - Leasehold Imp - HBURG			
Date Acq.	Description	Meth/Life	Cost
2/1/2018	Corporate Office renovation-structure	SLP / 39	\$1,091,869.86
		Grand Totals	\$1,397,486.85

Position Statement of Tax Assessor**Trade Name of Applicant:** The Merchants Company**Location:** 1100 Edwards St, Hattiesburg MS **Parcel:** PPIN 7573**Type of Business:** Corporate Headquarters**Finished Products:** Executive, Administrative, Operational, and Support functions**State the Enumeration this Application Identifies with:** 27-31-105**Has this Enterprise Enjoyed an Application Previously?** NO**Under any other Trade Name?** NO**Any Other Location?** NO**Under Any Other Ownership?** NO**Number of Jobs:** _____ **Estimated Annual Payroll:** _____**EXEMPTION TO BE ON:****LAND:** NO**VALUE:** _____**IMPROVEMENTS:** YES**VALUE:** \$1,091,869.86**PERSONAL PROPERTY:****FURN & FIX.** **VALUE:** \$305,616.99**MACH & EQUIP.** **VALUE:** _____**INVENTORY** **VALUE:** _____**RAW MATERIALS** **VALUE:** _____**WORK IN PROGRESS** **VALUE:** _____**Personal Property Total:** \$305,616.99**Exemption Total Value:** \$1,397,486.85**LAND AND IMPROVEMENTS:****Owner of Land:** City of Hattiesburg**Owner of Improvements:** The Merchants Company**Date of Improvements:** _____ **Completed:** 12/31/2018 **Expanded:** _____**Any Prior Exemption:** NO**Years of Exemption Applied for:** 2019 **Through:** 2023**Applicant's Representative:** Kirstie Evans **Phone:** 601-583-4351**Address:** Merchants CO Grocery P.O. Box 1351 Hattiesburg, MS 39403**Investigated By:** Bryan Hunter**Comments:** First 5 years of 10 year exemption**Date:** 6-17-19**Tax Assessor:** Mary Ann Palmer

Mary Ann Palmer

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Merchants Company. Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO, MERCHANTS COMPANY .
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Merchants Company on May 31, 2019, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Merchants Company, has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personalty in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2018; and that Merchants Company, is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

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

Section 1. That the application for Ad Valorem Tax Exemption by Merchants Company, for a period of ten (10) years from December 31, 2018 through December 31, 2027, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Western Container, is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2018 and ending on December 31, 2027, with a total true value of \$1,397,486.85 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the

Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Department of Revenue; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of November, 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, December 17, 2019

Re: Take from the table a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Mississippi Tank Company for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$160,211.45 or the amount approved by Mississippi Department of Revenue - tabled at the November 5, 2019 meeting.
File Number: 2019-422
Minute Book #MB 2019-259 / Tabled

Summary

Mississippi Tank Company has applied for an ad valorem tax exemption for a period of ten (10) years, in a true value of \$160,211.45.

Recommendation Statement

I recommend approval of the requested ad valorem tax exemption.

Please place this on the December 17, 2019 City Council meeting for consideration.

APPLICATION TO THE CITY COUNCIL
OF
CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI
FOR EXEMPTION FROM
AD VALOREM TAXES

APPLICATION OF **MISSISSIPPI TANK COMPANY**
FOR EXEMPTION FROM
AD VALOREM TAXES FOR A PERIOD OF
10 YEARS AS AUTHORIZED BY
SECTION 27-31-105, et seq., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED

TO THE HONORABLE CITY COUNCIL, CITY OF HATTIESBURG, FORREST COUNTY,
MISSISSIPPI:

Comes now *Mississippi Tank Company*, and files this its Application with copies in triplicate for exemption from ad valorem taxation, except school district taxes and the “mandated levies” described in Code Section 27-39-329 and respectfully represents unto the Honorable City Council, City of Hattiesburg, Forrest County, Mississippi as follows:

1. Applicant has negotiated in good faith with the City Council as to the ad valorem tax exemption authorized by Code Section 27-31-105 and related Code Sections.

2. Applicant, *Mississippi Tank Company*, is a Mississippi Corporation and domiciled in the City of Hattiesburg, Forrest County, Mississippi.

3. Applicant operates as a manufacturer of compressed gas tanks, transport trailers, pressure vessels, and steel storage tanks, in Forrest County, Mississippi, which industry is a bona fide expanded enterprise of “public utility” within the meaning of Section 27-31-105 et seq., and related Sections of the Mississippi Code of 1972, as amended, which has made additions to or expansions of its facilities or properties or replacement of equipment used in connection with or necessary to the operation of such enterprise.

4. The Applicant is therefore eligible for the exemption granted by Code Section 27-31-105 as a manufacturing enterprise described in Code Section 27-31-101.

5. The exemption prayed for in this Application is with regard to additions to, expansions of, or replacements with respect to Applicant’s said enterprise of “public utility” as enumerated in Code Section

27-31-101 et seq., and related Sections of the Mississippi Code of 1972, as amended, and is eligible for exemption, namely Mississippi Code Annotated Section 27-31-105, which expansions, additions, and replacements will promote the industrialization of Mississippi and will promote the development of the City of Hattiesburg, Forrest County, Mississippi.

6. Applicant has expanded and upgraded its facilities with additions and replacements during 2018. This Application relates to the additions and replacements (as listed in “Exhibit A” hereto) acquired as a result of such additions, expansions and replacements.

7. Applicant’s additions, expansions, and replacements, which are the subject of this Application, were completed within the meaning of the applicable statutes of the State of Mississippi on December 31, 2018. In accordance with the provisions of Code Section 27-31-105, the exemption hereby claimed should commence on the 1st day of January 2019.

8. The true value of all property to be exempted is \$ 160,211.45 as shown in the itemized list attached hereto as “Exhibit A” and made a part hereof.

9. The exemption from ad valorem taxation, except school district taxes and the “mandated levies”, on the tangible property described in “Exhibits A” should be granted for a ten (10) year period beginning on 1st day of January 2019, and ending on the 31st day of December, 2028.

PRAYER

WHEREFORE, Applicant prays that this City Council, City of Hattiesburg, Forrest County, Mississippi, enter a finding that the Applicant has negotiated in good faith with the City Council as to the requested exemption; the Applicant has in fact undertaken an addition to, expansion of, or replacement with respect to an enterprise of “public utility”; and that the additions, expansions, and replacements were completed on December 31, 2018, and that the Applicant be granted an exemption, under Code Section 27-31-105, from ad valorem taxation, except school district ad valorem taxes and the “mandated levies” described in Code Section 27-39-329, as provided by law, for a ten-year period beginning on January 1, 2019, for the items of tangible property used in, or necessary to the operation of the Applicant’s expanded enterprise in the County of Forrest, City of Hattiesburg, Mississippi and described in “Exhibit A” attached hereto; and

That this City Council, City of Hattiesburg, Mississippi, approve this Application by an Order of Resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation,

except school district ad valorem taxes and the “mandated levies”, for a period of ten (10) years and forward the original and three (3) copies of this Application and a certified transcript of such approval to the Mississippi Department of Revenue and that, upon approval of this Application by the Mississippi Department of Revenue and the issuance of its certificate of approval, the City Council, City of Hattiesburg, Forrest County, Mississippi, will enter a Final Order on its minutes granting the prayed for exemption and notify the County Tax Assessor of such exemption and obtain a certificate of the County Tax Assessor verifying the status of said property as non-taxable on the appropriate tax rolls.

Respectfully submitted, this the 17 day of April 2019.

APPLICANT:

MISSISSIPPI TANK COMPANY

By: Paul Monte
Vice President of Finance
Title

ATTEST: Judy Powell

MISSISSIPPI TANK COMPANY

3000 W. 7th Street
Hattiesburg, Mississippi

Additions/Expansions 2018
"EXHIBIT A"

Personal Property

1/31/2018	40' Container, VIN# 4133220 EC-390SS	3,210.00
1/31/2018	40' Container, VIN# 3044010 EC-715SS	5,885.00
1/31/2018	40' Container, VIN# 503079 EC-739S	3,210.00
1/31/2018	40' Container, VIN# 4409891 EC-754S	3,210.00
01/31/18	Omniscan MX2 Board (EQUG003D)	4,850.00
03/23/18	CNC Enomoto/Henning Torque Limiter	7,868.93
04/18/18	Nortek Scroll Compressor SN-RTD-3200 R3N0K40006	10,373.60
04/30/18	Sullier Oil & After Cooler Serial #V200S-200H	10,353.94
04/30/18	Sullier Model #7509A Fan SN-201012110062	11,202.06
04/15/18	Charpy Test Kit, Anvil & Striker and Specimen Support	4,712.28
06/01/18	Shearblades	3,472.44
07/13/18	Sub-Arc Welding System Cables/Leads	673.26
07/17/18	Sub-Arc Welding System Cables/Leads	2,753.14
07/20/18	Sub-Arc Welding System Cables/Leads	493.43
07/23/18	Die for 83.5" Heads	4,904.00
08/29/18	Fiber Optic Cable and Installation	8,805.03
08/14/18	Press Brake Die and Punch	1,052.88
08/27/18	Lincoln Electric Tandem Welding Bracket	7,804.80
09/30/18	Sub Arc Flux Recovery System	3,880.45
09/18/18	Welding Positioner SN 18050223	1,759.80
09/01/18	7" Vertical Grinder	1,179.14
10/16/2018	Bertsch Hydraulic Double Pinch Roll (serial # M-10550)	35,984.80
10/3/2018	Accupress Punch & Die	3,698.20
10/17/2018	Head Press Diagnostic	2,057.29
10/23/2018	Auto Welding Station	1,955.25
10/22/2018	Baileigh Band Saw, 220v	5,121.02
11/13/2018	X-ray Qualification Test Plate	3,126.70
11/14/2018	Manual Plasma Cutter	1,640.00
12/7/2018	Metabo KFM16-15F Beveler	4,974.01
TOTAL 2018:		<u>160,211.45</u>

RESOLUTION GRANTING EXEMPTION

FROM AD VALOREM TAXES

The City Council, City of Hattiesburg, Mississippi, this day considered the matter of granting exemption from ad valorem taxes, except school district taxes, to Mississippi Tank Company. The governing authority finds that the above named enterprise has submitted verification and documentation as to the authenticity and accuracy of the application in regard to the true value of the property to be exempted and the date of completion of said enterprise. The authority also finds that the property described in the application constitutes an industrial enterprise as described in Section 27-31-101, Mississippi Code of 1972, as amended.

This governing authority does hereby grant, subject to approval and certification of the Mississippi Department of Revenue, ad valorem tax exemption to the above taxpayer for a period of 10 years, beginning January 1, 2019, on the property described in the application with a total true value of \$ 160,211.45.

Therefore the resolution to grant ad valorem tax exemption to the above named enterprise is hereby approved by the City Council, City of Hattiesburg, Mississippi for a period of 10 years as authorized by Section 27-31-101 et seq., Mississippi Code of 1972, as amended, on this the _____ day of _____, 2019.

Granting Authority

Name & Title

(SEAL)

Attest:

FINAL
RESOLUTION GRANTING EXEMPTION
FROM AD VALOREM TAXES

The City Council of City of Hattiesburg, Mississippi this day considered the matter of granting exemption from ad valorem taxes, except school district taxes, to Mississippi Tank Company.

The governing authority finds that the Mississippi Department of Revenue has certified that the applicant is eligible for exemption. The authority also finds that the property described in the application constitutes an industrial enterprise as described in Section 27-31-101, Mississippi Code of 1972, as amended.

This governing authority does hereby grant ad valorem tax exemption to the above taxpayer for a period of 10 years, beginning January 1, 2019, and expiring December 31, 2023 on the property described in the application with a total true value of \$ 160,211.45.

Therefore the resolution to grant ad valorem tax exemption to the above named enterprise is hereby approved by the City Council, City of Hattiesburg, Mississippi for a period of 10 years as authorized by Section 27-31-101 et seq., Mississippi Code of 1972, as amended, on this the _____ day of _____ 2019.

Granting Authority

Name & Title

(SEAL)

Attest:



April 19, 2019

City Council, City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

Re: Mississippi Tank Company, Application for Ad Valorem Tax Exemption
Additions/Expansions 2018

Enclosed you will find for your review and consideration:

- Application for Ad Valorem Tax Exemption, and Exhibit "A" (original & 3 copies)
- Resolution Granting Exemption
- Final Resolution Granting Exemption

Please advise if we have omitted any information you may need.

Sincerely,



Christine Rollins for
Mississippi Tank Company
(601) 206-1433

Enclosures

cc: P. Martin, V.P. of Finance

Position Statement of Tax Assessor**Trade Name of Applicant:** Mississippi Tank Company**Location:** 3000 W 7th St **Parcel:** PPIN 7574**Type of Business:** Manufacture**Finished Products:** Compressed Gas Tanks**State the Enumeration this Application Identifies with:** 27-31-105**Has this Enterprise Enjoyed an Application Previously?** YES**Under any other Trade Name?** NO**Any Other Location?** NO**Under Any Other Ownership?** NO**Number of Jobs:** 0 **Estimated Annual Payroll:** \$0.00**EXEMPTION TO BE ON:****LAND:** NO **VALUE:** **IMPROVEMENTS:** NO **VALUE:** **PERSONAL PROPERTY:**

FURN & FIX.	VALUE:	<u></u>
MACH & EQUIP.	VALUE:	<u>\$160,211.45</u>
INVENTORY	VALUE:	<u></u>
RAW MATERIALS	VALUE:	<u></u>
WORK IN PROGRESS	VALUE:	<u></u>

Personal Property Total: \$160,211.45**Exemption Total Value:** \$160,211.45**LAND AND IMPROVEMENTS:****Owner of Land:** Mississippi Tank and Manufacturing Co.**Owner of Improvements:** Mississippi Tank Company**Date of Improvements:** **Completed:** **Expanded:** 12/31/2018**Any Prior Exemption:** YES**Years of Exemption Applied for:** 2019 **Through:** 2023**Applicant's Representative:** Chris Rollins **Phone:** 601-206-1433**Address:** 3000 W 7th St, Hattiesburg, MS 39401**Investigated By:** Bryan Hunter**Comments:** First 5 years of 10 year exemption**Date:** 6-17-19**Tax Assessor:** Mary Ann Palmer
Mary Ann Palmer

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Mississippi Tank Company. Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO, MISSISSIPPI TANK COMPANY .
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Mississippi Tank Company on April 19, 2019, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Mississippi Tank Company, has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personalty in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2018; and that Mississippi Tank Company, is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

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

Section 1. That the application for Ad Valorem Tax Exemption by Mississippi Tank Company, for a period of ten (10) years from December 31, 2018 through December 31, 2027, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Mississippi Tank Company, is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2018 and ending on December 31, 2027, with a total true value of \$160,211.45 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the

Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Department of Revenue; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of November, 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, December 17, 2019

Re: Take from the table a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Mar-Jac Poultry MS LLC, for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$2,629,911.99 or the amount approved by Mississippi Department of Revenue - tabled at the November 5, 2019 meeting.
File Number: 2019-423
Minute Book #MB 2019-259 / Tabled

Summary

Mar-Jac Poultry MS, LLC has applied for an ad valorem tax exemption for a period of ten (10) years, in a true value of \$2,629,911.

Recommendation Statement

I recommend approval of the requested ad valorem tax exemption.

Please place this on the December 17, 2019 City Council meeting for consideration.

APPLICATION TO THE CITY COUNCIL
OF
CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI

APPLICATION OF **MAR-JAC POULTRY MS LLC**
FOR EXEMPTION FROM
AD VALOREM TAXES FOR A PERIOD OF 10 YEARS AS AUTHORIZED BY
SECTION §27-31-105, et seq., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED

TO THE HONORABLE CITY COUNCIL, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI:

Comes now **Mar-Jac Poultry MS LLC** (the "Applicant") and files this it's Application with copies in triplicate for exemption from ad valorem taxation, except school district taxes and the "mandated levies" described in Code Section §27-39-329 and respectfully represents unto the Honorable City Council, City of Hattiesburg, Forrest County, Mississippi as follows:

1. Applicants have negotiated in good faith with the City Council as to the ad valorem tax exemption authorized by Code Section §27-31-105 and related Code Sections.

2. Applicants are a Mississippi Corporation and domiciled in the City of Hattiesburg, Forrest County, Mississippi.

3. Applicants are now operating as an Integrated Poultry Producer in the City of Hattiesburg, Forrest County, Mississippi, which industry is a bona fide expanded enterprise of "public utility" within the meaning of Section §27-31-105 et seq., and related Sections of the Mississippi Code of 1972, as amended, which has made additions to or expansions of its facilities or properties or replacement of equipment used in connection with or necessary to the operation of such enterprise.

4. The Applicants are therefore eligible for the exemption granted by Code Section §27-31-105 as a manufacturing enterprise described in Code Section §27-31-101.

5. The exemption prayed for in this Application is with regard to additions to, expansions of, or replacements with respect to Applicant's said enterprise of "public utility" as enumerated in

Code Section §27-31-101 et seq., and related Sections of the Mississippi Code of 1972, as amended, and is eligible for exemption, namely Mississippi Code Annotated Section §27-31-105, which expansions, additions, and replacements will promote the industrialization of Mississippi, and will promote the development of the City of Hattiesburg, Forrest County, Mississippi.

6. Applicants have expanded and upgraded their facilities with additions and replacements during 2018. This Application relates to the additions and replacements (as listed in "Exhibit A" hereto) acquired as a result of such additions, expansions and replacements.

7. Applicants additions, expansions, and replacements, which are the subject of this Application, were completed within the meaning of the applicable statutes of the State of Mississippi on December 31, 2018. In accordance with the provisions of Code Section §27-31-105, the exemption hereby claimed should commence on the 1st day of January 2019.

8. The true value of all property to be exempted is approximately \$ 2,629,911.99 as shown in the itemized list attached hereto as "Exhibit A" and made a part hereof.

9. The exemption from ad valorem taxation, except school district taxes and the "mandated levies", on the tangible property described in "Exhibits A" should be granted for a ten (10) year period beginning on 1st day of January, 2019 and ending on the 31st day of December, 2028.

PRAYER

WHEREFORE, Applicants pray that this City Council, City of Hattiesburg, Forrest County, Mississippi, enter a finding that the Applicant has negotiated in good faith with the City Council as to the requested exemption; the Applicants have in fact undertaken an addition to, expansion of, or replacement with respect to an enterprise of "public utility"; and that the additions, expansions, and replacements were completed on December 31, 2018, and that the Applicants be granted an exemption, under Code Section §27-31-105, from ad valorem taxation, except school district ad valorem taxes and the "mandated levies" described in Code Section §27-39-329, as provided by law, for a ten-year period beginning on January 1, 2019, for the items of tangible property used in, or

necessary to the operation of the Applicants expanded enterprise in the County of Forrest, City of Hattiesburg, Mississippi and described in "Exhibit A" attached hereto; and

That this City Council, City of Hattiesburg, Mississippi, approve this Application by an Order of Resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, except school district ad valorem taxes and the "mandated levies", for a period of ten (10) years and forward the original and three (3) copies of this Application and a certified transcript of such approval to the Mississippi Department of Revenue and that, upon approval of this Application by the Mississippi Department of Revenue and the issuance of its certificate of approval, the City Council, City of Hattiesburg, Forrest County, Mississippi, will enter a Final Order on its minutes granting the prayed for exemption and notify the County Tax Assessor of such exemption and obtain a certificate of the County Tax Assessor verifying the status of said property as non-taxable on the appropriate tax rolls.

Respectfully submitted, this the 17th day of April 2019.

APPLICANT:

MAR-JAC POULTRY MS LLC

By: Kim Conway
Title: County Manager

ATTEST: Rollins

MAR-JAC POULTRY MS LLC
Hattiesburg Mississippi
Forrest County, City of Hattiesburg

EXHIBIT A
2018 ADDITION/EXPANSION

Tangible Personal Property Additions:

124-11	4/20/2018	CANTRELL WING SEGMENTERS (4)	341,614.84
124-12	4/20/2018	DEBONE CONE LINES (4)	706,731.26
124-15	2/6/2018	MAREL X-RAY MACHINES (3)	718,365.90
124-17	12/11/2018	MAREL BREAST/TENDER SIZERS (2)	531,050.88
124-18	11/12/2018	PAC-MAC BAGGING MACHINES (2)	292,364.00
001099	1/1/2018	ISHIDA SCALE SYSTEMS (2)	37,561.62
001100	2/5/2018	POLAR MASSAGER/TUMBLE MARINATOR (1)	2,223.49
Total 2018 Additions			2,629,911.99

RESOLUTION GRANTING EXEMPTION

FROM AD VALOREM TAXES

The City Council, City of Hattiesburg, Forrest County, Mississippi, this day considered the matter of granting exemption from ad valorem taxes, except school district taxes, to **Mar-lac Poultry MS LLC**. The governing authority finds that the above named enterprise has submitted verification and documentation as to the authenticity and accuracy of the application in regard to the true value of the property to be exempted and the date of completion of said enterprise. The authority also finds that the property described in the application constitutes an industrial enterprise as described in Section §27-31-101, Mississippi Code of 1972, as amended.

This governing authority does hereby grant, subject to approval and certification of the Department of Revenue, ad valorem tax exemption to the above taxpayer for a period of 10 years, beginning January 1, 2019, on the property described in the application with a total true value of \$ 2,629,911.99.

Therefore the resolution to grant ad valorem tax exemption to the above named enterprise is hereby approved by the City Council, City of Hattiesburg, Mississippi for a period of 10 years as authorized by Section §27-31-101 et seq., Mississippi Code of 1972, as amended, on this the ____ day of _____, 20__.

Granting Authority

Name & Title

(SEAL)

Attest:

FINAL
RESOLUTION GRANTING EXEMPTION
FROM AD VALOREM TAXES

The City Council, City of Hattiesburg, Forrest County, Mississippi this day considered the matter of granting exemption from ad valorem taxes, except school district taxes, to **Mar-Jac Poultry MS LLC**.

The governing authority finds that the Department of Revenue has certified that the applicant is eligible for exemption. The authority also finds that the property described in the application constitutes an industrial enterprise as described in Section §27-31-101, Mississippi Code of 1972, as amended.

This governing authority does hereby grant ad valorem tax exemption to the above taxpayer for a period of 10 years, beginning January 1, 2019, and expiring December 31, 2028, on the property described in the application with a total true value of \$2,629,911.99.

Therefore the resolution to grant ad valorem tax exemption to the above named enterprise is hereby approved by the City Council, City of Hattiesburg Mississippi for a period of 10 years as authorized by Section §27-31-101 et seq., Mississippi Code of 1972, as amended, on this the ____ day of _____, 20__.

Granting Authority

Name & Title

(SEAL)

Attest:



April 19, 2019

City Council, City of Hattiesburg
c/o City Clerk
200 Forrest Street
Hattiesburg, Mississippi 39401

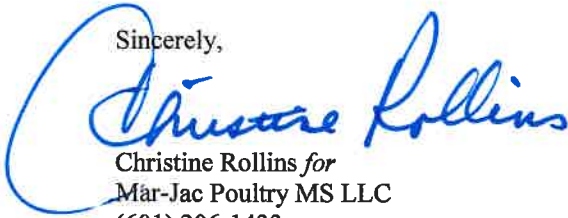
Re: Mar-Jac Poultry MS LLC, Application for Ad Valorem Tax Exemption for Expansion in 2018

Enclosed you will find for your review and consideration:

- Application for Ad Valorem Tax Exemption, with Exhibit "A" (original & 3 copies)
- Resolution Granting Exemption
- Final Resolution Granting Exemption

Please advise if we have omitted any information you may need.

Sincerely,



Christine Rollins for
Mar-Jac Poultry MS LLC
(601) 206-1433

Enclosures

cc: T. Pappa, VP, CFO

Position Statement of Tax Assessor

Trade Name of Applicant: Mar-Jac Poultry MS, LLC

Location: 1301 James St Parcel: PPIN 7575

Type of Business: Poultry Producer

Finished Products: Poultry

State the Enumeration this Application Identifies with: 27-31-105

Has this Enterprise Enjoyed an Application Previously? YES

Under any other Trade Name? YES

Any Other Location? NO

Under Any Other Ownership? YES

Number of Jobs: 0 Estimated Annual Payroll: \$0.00

EXEMPTION TO BE ON:

LAND: NO VALUE:

IMPROVEMENTS: NO VALUE:

PERSONAL PROPERTY:

FURN & FIX.	VALUE:	
MACH & EQUIP.	VALUE:	\$2,629,911.99
INVENTORY	VALUE:	
RAW MATERIALS	VALUE:	
WORK IN PROGRESS	VALUE:	

Personal Property Total: \$2,629,911.99

Exemption Total Value: \$2,629,911.99

LAND AND IMPROVEMENTS:

Owner of Land: Forrest County

Owner of Improvements: Mar-Jac Poultry MS. LLC

Date of Improvements: Completed: Expanded: 12/31/2018

Any Prior Exemption: YES

Years of Exemption Applied for: 2019 Through: 2023

Applicant's Representative: Kim Conway Phone: 601-544-3141

Address: 1301 James St., Hattiesburg, MS 39401

Investigated By: Bryan Hunter

Comments: First 5 years of 10 year exemption

Date: 6-17-19

Tax Assessor: Mary Ann Palmer
Mary Ann Palmer

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Mar-Jac. Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO, MAR-JAC .
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Mar-Jac on April 19, 2019, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Mar-Jac, has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personalty in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2018; and that Mar-Jac, is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

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

Section 1. That the application for Ad Valorem Tax Exemption by Mar-Jac, for a period of ten (10) years from December 31, 2018 through December 31, 2027, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Mar-Jac, is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2018 and ending on December 31, 2027, with a total true value of \$2,629,911.99 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the

Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Department of Revenue; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of November, 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Darnelle Larremore

cc: Kermas Eaton, City Clerk

Date: Tuesday, December 17, 2019

Re: Take from the table a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Hattiesburg Farm, LLC, for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$47,592,512.00 or the amount approved by Mississippi Department of Revenue - tabled at the November 5, 2019 meeting.
File Number: 2019-424
Minute Book #MB 2019-259 / Tabled

Summary

Hattiesburg Farm, LLC has applied for an ad valorem tax exemption for a period of ten (10) years; commencing on December 31, 2018 and ending December 31, 2027; with a true value of \$47,592,512.00 or the amount approved by Mississippi Department of Revenue.

Recommendation Statement

I recommend approval of the Ad Valorem Tax Exemption.

Please place this on the December 17, 2019 City Council meeting for consideration.

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Hattiesburg Farm, LLC. Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES TO, HATTIESBURG FARM, LLC
AS AUTHORIZED BY SECTION 27-31-105 ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Hattiesburg Farm, LLC, on March 15, 2019, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Hattiesburg Farm, LLC, has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2018; and that Hattiesburg Farm, LLC, is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

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

Section 1. That the application for Ad Valorem Tax Exemption by Hattiesburg Farm, LLC, for a period of ten (10) years from December 31, 2018 through December 31, 2027, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Hattiesburg Farm, LLC, is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2018 and ending on December 31, 2027, with a total true value of \$47,592.512.00 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi Department of Revenue for its approval and certification; after receipt of certification

from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Department of Revenue; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 05th day of November, 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 05th day of November, 2019.

ATTEST:

APPROVED:

CITY CLERK

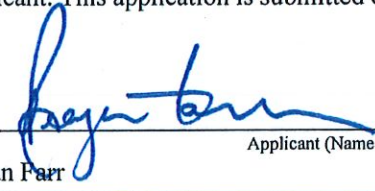
MAYOR

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq., MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE Hattiesburg Farm, LLC
PHYSICAL ADDRESS 382 Bonhomie Road Hattiesburg, MS
TYPE OF INDUSTRY Solar PRODUCT/SERVICE Electricity
LOCATION - COUNTY Forrest CITY Hattiesburg
DATE OF COMPLETION 1/11/2019 YEARS REQUESTED 10
NEW (SECTION 27-31-101) X EXPANSION (SECTION 27-31-105) _____
NEW JOBS _____ ESTIMATED PAYROLL _____
TRUE VALUE OF PROPERTY EXEMPTED 47,592,512 *Attach an
itemized list of property to be exempted as Exhibit "A".

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the Department of Revenue and upon approval and certification by the Department, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant. This application is submitted on the 15th day of March, 2019.


Applicant (Name of Taxpayer)
By: Reagan Parr
Title: Chief Financial Officer

ATTEST:

FILED

JUN 03 2019

BY 
CITY CLERK
DEPUTY CLERK

EXHIBIT A

Page 2 of 2

Itemized list of Property to be exempted

	2017	2018 Total	
Interconnection	682,714	682,714	
Control Building	950,000	950,000	
Cap Bank	765,000	765,000	
Racking	8,881,687	8,881,687	
Inverters/Transformers	9,067,569	9,067,569	
Transformer (substation)	650,000	650,000	
Solar Modules	26,295,542	26,295,542	
Electrical Equipment	300,000	300,000	
Grading/Install/Electrical Comp.	6,022,850	(6,022,850)	0
			Grading expenses are real property and should not be included in tangible assessment
	<u>53,615,362</u>	<u>(6,022,850)</u>	<u>47,592,512</u>

Note: This project was built by our contractor with an "All-in" pricing contract. We were unable to obtain an itemized listing with costs of each piece of equipment.

Page 2 of this Exhibit is a listing of all equipment that make up the facility. We have indicated on the far right column of page 2 which category each item belongs to.

Additionally, we are including a thumb drive that contains a detailed listing of all of our Modules and Inverters with serial numbers for your reference.

HATTIESBURG MAJOR EQUIPMENT LIST

ITEM #	DESCRIPTION	MANUFACTURER	PART NUMBER	CONSTRUCTION QUANTITY	
1	MODULES, POLY, 340W	Hanwha	Q Plus L-G4.2 340	201,384	Solar Modules
2	2MW BLOCK, 1500V DC 1MW INVERTER & 2MVA TRANSFORMER (2x1MW)	GE	LV5-1520-SLR	24	Inverters/Transformers
3	1MW BLOCK, 1500V DC 1MW INVERTER & 1MVA TRANSFORMER (1x1MW)	GE	LV5-1510-SLR	3	Inverters/Transformers
4	COMBINER BOXES	SolarBOS		336	Electrical Equipment
5	METEOROLOGICAL STATION	GREEN POWER MONITORING	Lufft W5500	4	Electrical Equipment
6	EXTERIOR RACKS 2VX14	SCHLETTIER	FS UNO 2VX14 20" EXT	474	Racking
7	EXTERIOR RACKS 2VX28	SCHLETTIER	FS UNO 2VX28 20" EXT	1,815	Racking
8	INTERIOR RACKS 2VX14	SCHLETTIER	FS UNO 2VX14 20" INT	10	Racking
9	INTERIOR RACKS 2VX28	SCHLETTIER	FS UNO 2VX28 20" INT	1,427	Racking
10	SERVER	HP	Proliant DL Gen8 Server	2	Electrical Equipment
11	POWER PLANT CONTROLLER	MOXA	IA240-LX (X2)	1	Electrical Equipment
12	PYRANOMETER	Hukseflux	SR20	5	Electrical Equipment
13	TRANSFORMER 2000kVA, 34.5kV/550V	COMTRAFO		24	Inverters/Transformers
14	TRANSFORMER 1000kVA, 34.5kV/550V	COMTRAFO		3	Inverters/Transformers
15	SUBSTATION TRANSFORMER	ABB	34.5/115kV	1	Transformer (substation)
16	SWITCHGEAR	G&W	34.5 kV	2	Interconnection
17	BREAKER	SIEMENS	115kV, 1200A 52	1	Interconnection
18	DISCONNECT SWITCH	SOUTHERN STATES	115kV, 1200A 89	1	Interconnection
19	RELAY	SEL	311L	1	Interconnection
20	RELAY	SEL	551	1	Interconnection
21	RELAY	SEL	351S	2	Interconnection
22	RELAY	SEL	587	1	Interconnection
23	METER	JEMSTAR		1	Interconnection
24	METER	SATEC	P175E	1	Interconnection
25	DISCONNECT SWITCH	SOUTHERN STATES	34.5kV, 1200A 89	3	Interconnection
26	BREAKER	SIEMENS	34.5kV, 1200A 52	1	Interconnection
27	GANG OPERATED DISCONNECT SWITCH	SOUTHERN STATES	600A, 34.5 kV	1	Interconnection
28	GANG OPERATED DISCONNECT SWITCH	SOUTHERN STATES	900A, 34.5kV	1	Interconnection
29	CAP BANK	COOPER	1500 kVA	2	Cap Bank
30	BATTERY SYSTEM	ENERSYS		1	Interconnection
31	CONTROL BUILDING	VFP INC.		1	Control Building



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, December 17, 2019

Re: Authorize submittal of an amendment to award MS-2016-007-02 with the Federal Transit Administration (FTA) to reprogram remaining funds following the completion of the Mass Transit Operations Facility.
File Number: 2019-396
Minute Book #

Summary

Recommendation Statement

Please place this on the December 17, 2019 City Council meeting for consideration.

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

Application

Federal Award Identification Number (FAIN)	MS-2016-007-02
Temporary Application Number	1108-2016-2
Application Name	(5339) FY2015 Hattiesburg Transit Facility Renovation and Upgrade
Application Status	Initial Review / Concurrence
Application Budget Number	0

Part 1: Recipient Information

Name: Hattiesburg, City Of

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
1108	City	CITY OF HATTIESBURG	079448130

Location Type	Address	City	State	Zip
Headquarters	200 FORREST ST	HATTIESBURG	MS	394013451
Physical Address	200 FORREST ST	HATTIESBURG	MS	39401
Mailing Address	PO BOX 1898	HATTIESBURG	MS	39403

Union Information

Union Name	NO UNIONS
Address 1	N/A
Address 2	
City	N/A
State	
Zipcode	
Contact Name	N/A
Telephone	000-000-00

Fax	
E-mail	
Website	

Part 2: Application Information

Title: (5339) FY2015 Hattiesburg Transit Facility Renovation and Upgrade

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
MS-2016-007-02	Initial Review / Concurrence	Grant	11/25/2019	11/25/2019	No

Application Start Date

9/8/2016

Application End Date

9/30/2020

Application Executive Summary

AMENDMENT #2 MS-2016-007-02

This grant will use Section 5339 Bus and Bus Facilities Program- FY17 Funds for a total \$73,475 (\$58,780 Federal and \$14,695 Local match).

Local match will come from city receipts.

This project is programmed in 2019-2022 TIP for the HPFL-MPO, approved on January 22, 2020. See attached TIP pages.

NOTE: This Amendment entails a change in the original scope. Following the completion of the facility included in the original scope and prior amendment, \$58,780 in federal funds remain unused. This amendment seeks to use those remaining funds and the associated local match for the placement of bus stop shelters at various stops.

This amendment seeks to utilize the remaining funds to create bus stop shelters at up to 6 bus stop sites. Actual number of sites completed will depend on the complexity of the sites and whether the job can be accomplished using city labor or if it will have to be professionally engineered and contracted.

This amendment will fund:

1. Engineering & Design – if deemed necessary by the complexity of each site selected
2. Construction - concrete bases and curb/sidewalk connectivity in the vicinity of the sites
3. Purchase of pre-fabricated shelter units and related amenities
4. Assembly and placement of shelter units and amenities

Notes:

- a. Overall Start Date -07/10/2017 End Date extended to 09/30/2020
- b. Is request is for Research and Development? No
- c. The City of Hattiesburg will not apply an "INDIRECT Cost" rate.
- d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached in TrAMS. The City of Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third

Party Contracting Guidance).

The City of Hattiesburg will ensure contractors procured will not be on the FTA Suspension and Debarment List.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review

No.

Subject to Pre-Award Authority

Yes, this application is subject to Pre-Award Authority.

AMENDMENT #1 MS-2016-007-01

This grant will use Section 5339 Bus and Bus Facilities Program- FY16 and 7/12 of the FY 17 Funds for a total \$299,592 (\$239,673 Federal and \$59,919 Local match). It will use FY16 total \$190,378 (\$152,302 Federal and \$38,076 Local match) and 7/12 of FY17 total \$109,214 (\$87,371 Federal and \$21,843 Local match).

Local match will come from city receipts.

This project is programmed in 2017-2020 STIP for MS approved on October 1, 2016, and approved for Hattiesburg on January 11, 2017. Amended for Hattiesburg on April 26, 2017. See attached STIP pages.

NOTE: This Amendment entails a change in the original scope. The original grant, MS 2016-007-00 was for minor renovations to the transit admin and maint facility. However, on January 21, 2017, it was destroyed by a tornado. This grant will consist of rebuilding the complete administrative/ maintenance facility. These funds are added to the total of the Original grant of \$615,566.25 (\$492,453.00 Federal and \$123,113.25 local match). These funds were never used or disbursed. The total amount of this grant with FY13, FY14, FY15, FY16 and 7/12 of FY17 is for \$915,158 (\$732,126 federal and \$183,032 local match).

This grant application will fund (1) Project: Reconstruction of the Hub City Transit Administrative and Maintenance Facility that was destroyed in the January 21, 2017 tornado. The existing destroyed facility will be demolished and a new facility will be constructed in the existing facility's footprint. (Demolition will not be completed with FTA funds.)

This grant will fund: P1

1. Engineering & Design – Administrative/maintenance facility
2. Construction - Administrative/maintenance facility

Notes:

- a. Overall Start Date -07/10/2017 End Date 09/30/2019
- b. Is request is for Research and Development? No
- c. The City of Hattiesburg will not apply an "INDIRECT Cost" rate.
- d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached in TrAMS. The City of Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

The City of Hattiesburg will ensure contractors procured will not be on the FTA Suspension and Debarment List.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review

No.

Subject to Pre-Award Authority

Yes, this application is subject to Pre-Award Authority.

Original Grant – MS-2016-007-00

This grant is for a total of Total of \$615,566.25 (\$492,453.00 Federal Share and the City of Hattiesburg will provide a general fund \$123,113.25 local match). It will use FY 2015 Section 5339 MAP 21 funds for transit facility rehabilitation.

These project is programmed in the 2015-2019 Mississippi TIP, approved on 6/1/2016. (a copy is attached).

This grant application will fund (1) Project

1. Rehabilitation of the equipment and administration facility for administration space, energy efficiency and to make it ADA compliant.

Notes:

- a. Overall Start Date -08/01/2016 End Date 07/31/2018
- b. Is request is not for Research and Development?
- c. Hattiesburg will not apply a "INDIRECT Cost" rate.
- d. City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached in TrAMS.

City of Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

City of Hattiesburg will ensure contractors procured will not be on the FTA Suspension and Debarment List.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review

No.

Subject to Pre-Award Authority

Yes, this application is subject to Pre-Award Authority.

Project Benefits

Reconstruction of the Hub City Administrative and Maintenance Transit Facility will allow Hub City Transit to operate at full capacity again, thereby further serving the public's needs. Operations will run much more smoothly and efficiently with the reconstructed facility as well as the fleet's performance will be improved. This reconstruction project will also bring the facility into ADA compliance.

Project Locations

Site is at intersection of Old Highway 49 and S. Tipton Street in Hattiesburg, Forrest County, Mississippi. Property is zoned industrial (I-1), has been in continuous public use.

Frequency of Milestone Progress Reports (MPR)

Quarterly

Frequency of Federal Financial Reports (FFR)

Quarterly

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?

No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Andrew	Ellard	Urban Development Director	aellard@hattiesburgms.com	601-545-4609
	layana.george@dot.gov	Student Trainee (General Engineer)		
	andres.ramirez@dot.gov	General Engineer		

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	\$790,906
Local			\$197,727
Local/In-Kind			\$0

State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$988,633

Application Budget

Project Number		Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
MS-2016-007-02-02	114-00 (114-A2)	BUS: SUPPORT EQUIP AND FACILITIES	\$239,673.00	\$59,919.00	\$299,592.00	2
MS-2016-007-02-02		11.41.03 ENG/DESIGN - ADMIN/MAINTENANCE FACILITY	\$80,000.00	\$20,000.00	\$100,000.00	1
MS-2016-007-02-02		11.43.03 CONSTRUCT - ADMIN/MAINT FACILITY	\$159,673.00	\$39,919.00	\$199,592.00	1
MS-2016-007-01-02	114-00 (114-A1)	BUS: SUPPORT EQUIP AND FACILITIES	\$492,453.00	\$123,113.00	\$615,566.00	1
MS-2016-007-01-02		11.44.03 REHAB/RENOVATE - ADMIN/MAINT FACILITY	\$492,453.00	\$123,113.00	\$615,566.00	1
MS-2016-007-02-P4	119-00 (119-P4)	Bus Associated Transit Improvements	\$58,780.00	\$14,695.00	\$73,475.00	5
MS-2016-007-02-P4		11.93.02 CONSTRUCTION - BUS SHELTERS	\$58,780.00	\$14,695.00	\$73,475.00	5

Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

Part 3: Project Information

Project Title: Section 5339 Hub City Transit Admin/Maint Facility Construction

Project Number	Temporary Project Number	Date Created	Start Date	End Date
MS-2016-007-02-02	MS-2016-007-01-P3	11/25/2019	7/10/2017	9/30/2019

Project Description

AMENDMENT #1 MS-2016-007-01

This grant will use Section 5339 Bus and Bus Facilities Program- FY16 and 7/12 of the FY 17 Funds for a total \$299,592 (\$239,673 Federal and \$59,919 Local match). It will use FY16 total \$190,378 (\$152,302 Federal and \$38,076 Local match) and 7/12 of FY17 total \$109,214 (\$87,371 Federal and \$21,843 Local match). Local match will come from city receipts.

This project is programmed in 2017-2020 STIP for MS approved on October 1, 2016, and approved for Hattiesburg on January 11, 2017. Amended for Hattiesburg on XXX. See attached STIP pages.

This grant application will fund (1) Project:

1. Reconstruction of the Hub City Transit Administrative and Maintenance Facility that was destroyed in the January 21, 2017 tornado. The existing destroyed facility will be demolished and a new facility will be constructed in the existing facility's footprint. (Demolition will not be completed with FTA funds.)

The following items will be funded thru this grant:

1. Engineering & Design – Administrative/maintenance facility
2. Construction - Administrative/maintenance facility

NOTE: This Amendment entails a change in the original scope. The original grant, MS 2016-007-00 was for minor renovations to the transit admin and maint facility. However, on January 21, 2017, it was destroyed by a tornado. This grant will consist of rebuilding the complete administrative/ maintenance facility.

These funds are added to the total of the Original grant of \$615,566.25 (\$492,453.00 Federal and \$123,113.25 local match). These funds were never used or disbursed. The total amount of this grant with FY13, FY14, FY15, FY16 and 7/12 of FY17 is for \$915,158 (\$732,126 federal and \$183,032 local match).

Notes:

- a. Overall Start Date -07/10/2017 End Date 09/30/2019
- b. Is request is for Research and Development? No
- c. The City of Hattiesburg will not apply an "INDIRECT Cost" rate.
- d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached in TrAMS. The City of Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).
The City of Hattiesburg will ensure contractors procured will not be on the FTA Suspension and Debarment List.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review

No.

Subject to Pre-Award Authority
Yes, this application is subject to Pre-Award Authority.

Original Grant – MS-2016-007-00

This grant is for a total of Total of \$615,566.25 (\$492,453.00 Federal Share and the City of Hattiesburg will provide a general fund \$123,113.25 local match). It will use FY 2015 Section 5339 MAP 21 funds for transit facility rehabilitation.

These project is programmed in the 2015-2019 Mississippi TIP, approved on 6/1/2016. (a copy is attached).

This grant application will fund (1) Project

1. Rehabilitation of the equipment and administration facility for administration space, energy efficiency and to make it ADA compliant.

Notes:

- a. Overall Start Date -08/01/2016 End Date 07/31/2018
- b. Is request is not for Research and Development?
- c. Hattiesburg will not apply a "INDIRECT Cost" rate.
- d. City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached in TrAMS.

City of Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

City of Hattiesburg will ensure contractors procured will not be on the FTA Suspension and Debarment List.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review

No.

Subject to Pre-Award Authority
Yes, this application is subject to Pre-Award Authority.
Project Benefits

Reconstruction of the Hub City Administrative and Maintenance Transit Facility will allow Hub City Transit to operate at full capacity again, thereby further serving the public's needs. Operations will run much more smoothly and efficiently with the reconstructed facility as well as the fleet's performance will be improved. This reconstruction project will also bring the facility into ADA compliance.

Project Locations

Site is at intersection of Old Highway 49 and S. Tipton Street in Hattiesburg, Forrest County, Mississippi. Property is zoned industrial (I-1), has been in continuous public use.

Project Benefits

Reconstruction of the Hub City Administrative and Maintenance Transit Facility will allow Hub City Transit to operate at full capacity again, thereby further serving the public's needs. Operations will run much more smoothly and efficiently with the reconstructed facility as well as the fleet's performance will be improved. This reconstruction project will also bring the facility into ADA compliance.

Additional Information

The EF-3 tornado that came through Hattiesburg on January 21, 2017 dismantled Hub City Transit. The tornado destroyed the transit facility and each of the buses sustained significant damage. HCT is has being housed at the Hattiesburg Intermodal Facility since a tornado destroyed the Administrative and Maintenance Facility. Later this month, HCT will move into a temporary facility, an old car dealership, while the HCT Administrative and Maintenance Facility is being rebuilt.

Location Description

Site is at intersection of Old Highway 49 and S. Tipton Street in Hattiesburg, Forrest County, Mississippi. Property is zoned industrial (I-1), has been in continuous public use.

Project Location (Urbanized Areas)

UZA Code	Area Name
283380	Hattiesburg, MS

Congressional District Information

State	District	Representative
Mississippi	4	Steven M Palazzo

Program Plan Information

STIP/TIP

Date: 10/26/2016

Description: This document will be added after approval from MDOT/FTA.

UPWP

Date: 7/7/2016

Description: See page 9, 10, 22, 23, 24.

Long Range Plan

Date: 12/1/2015

Description: See page 9-6.

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	\$239,673
Local			\$59,919
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0

Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$299,592

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
MS-2016-007-02-02	114-00 (114-A2) BUS: SUPPORT EQUIP AND FACILITIES	\$239,673.00	\$59,919.00	\$299,592.00	2
MS-2016-007-02-02	11.41.03 ENG/DESIGN - ADMIN/MAINTENANCE FACILITY	\$80,000.00	\$20,000.00	\$100,000.00	1
MS-2016-007-02-02	11.43.03 CONSTRUCT - ADMIN/MAINT FACILITY	\$159,673.00	\$39,919.00	\$199,592.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.43.03 - CONSTRUCT - ADMIN/MAINT FACILITY

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.43.03	CONSTRUCT - ADMIN/MAINT FACILITY	CONSTRUCTION OF BUS SUPPORT EQUIP/FACIL	1

Extended Budget Description

Amendment #1 -

Construction to rebuild the existing Hub City Administrative and Maintenance Transit Facility destroyed in the January 21, 2017 tornado. The existing destroyed facility will be demolished and a new facility will be constructed in the existing facility's footprint. (Demolition will not be completed with FTA funds.) The existing slab will not be demolished.

A new facility of approx. 9,600 square feet will be constructed. This facility will include offices, dispatch area, storage and ADA restrooms on the first floor of approx. 6,400 square feet; offices, storage and a restroom on the second floor of approx. 3,200 square feet and a service bay for buses and equipment. One open service bay for the buses and equipment of approx. 2,000 square feet will be constructed. (see attached supplemental documentation of the project)

This grant will fund the construction which will consist of:

-Construction Funding: The City of Hattiesburg anticipates completing all construction in one phase, as the Mass Transit Department is being housed in a temporary facility and the City of Hattiesburg wants the construction of the Mass Transit Admin/Maint Facility to be completed as soon as possible.

The reconstruction of the Administrative and Maintenance Transit Facility has been reviewed by the Environmental Specialists in the Regional Office and has been determined a Categorical Exclusion C(8). See attached memo.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	\$159,673
Local			\$39,919
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$199,592

Milestone Name	Est. Completion Date	Description
RFP/IFB Issued	7/10/2017	RFP/IFB Issued
Contract Awarded	10/10/2017	Contract Awarded. Construction Begins.
Contract Complete	7/1/2019	Contract Complete. Construction Complete.
Project Closeout	9/30/2019	Project Closeout.

Budget Activity Line Item: 11.41.03 - ENG/DESIGN - ADMIN/MAINTENANCE FACILITY

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.41.03	ENG/DESIGN - ADMIN/MAINTENANCE FACILITY	ENGINEERING & DESIGN - BUS SUPPORT EQUIP/FACIL	1

Extended Budget Description

Amendment #1 -

Architect fees for developing the reconstruction of the Hub City Administrative and Maintenance Transit Facility destroyed in the January 21, 2017 tornado. Project Administration will be provided by City administration and will be a part of the Engineering and Design.

A new facility of approx. 9,600 square feet will be constructed. This facility will include offices, dispatch area, storage and ADA restrooms on the first floor of approx. 6,400 square feet; offices, storage and a restroom on the second floor of approx. 3,200 square feet and a service bay for buses and equipment. One open service bay for the buses and equipment of approx. 2,000 square feet will be constructed.

The reconstruction of the Administrative and Maintenance Transit Facility has been reviewed by the Environmental Specialists in the Regional Office and has been determined a Categorical Exclusion C(8). See attached memo.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	\$80,000
Local			\$20,000
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$100,000

Milestone Name	Est. Completion Date	Description
RFP/IFB Issued	7/10/2017	RFP/IFB Issued
Contract Awarded	10/10/2017	Contract Awarded. Construction Begins.
Contract Complete.	7/1/2019	Contract Complete. Construction Complete.
Project Closeout	9/30/2019	Project Closeout.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 08: Maintenance, rehabilitation, and reconstruction of facilities that occupy substantially the same geographic footprint and do not result in a change in functional use, such as: improvements to

bridges, tunnels, storage yards, buildings, stations, and terminals; construction of platform extensions, passing track, and retaining walls; and improvements to tracks and railbeds.

Date Description	Date
Class IIc CE Approved	5/19/2017

Project Title: (5339) FY 2015 Hattiesburg Transit Facility Renovation and Upgrade

Project Number	Temporary Project Number	Date Created	Start Date	End Date
MS-2016-007-01-02	1108-2016-2-P2	11/25/2019	9/1/2016	8/31/2018

Project Description

This grant is for a total of Total of \$615,566.25 (\$492,453.00 Federal Share and the City of Hattiesburg will provide a general fund \$123,113.25 local match). It will use FY 2015 Section 5339 MAP 21 funds for transit facility rehabilitation.

These project is programmed in the 2015-2019 Mississippi TIP, approved on 6/1/2016. (a copy is attached).

This grant application will fund (1) Project

1. Rehabilitation of the equipment and administration facility for administration space, energy efficiency and to make it ADA compliant.

Notes:

- a. Overall Start Date -08/01/2016 End Date 07/31/2018
- b. Is request is not for Research and Development?
- c. Hattiesburg will not apply a "INDIRECT Cost" rate.
- d. City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached in TrAMS.

City of Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

City of Hattiesburg will ensure contractors procured will not be on the FTA Suspension and Debarment List.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review

No.

Subject to Pre-Award Authority

Yes, this application is subject to Pre-Award Authority.

Project Benefits

Renovation of existing facility to bring into ADA compliance and make it more efficient for administrative staff, customers and transit vehicle maintenance staff.

Additional Information

Will result in increased connectivity options for public.

Location Description

Site is at intersection of Old Highway 49 and S. Tipton Street in Hattiesburg, Forrest County, Mississippi. Property is zoned industrial (I-1), has been in continuous public use and has no known NEPA disqualifications.

Project Location (Urbanized Areas)

UZA Code	Area Name
280000	Mississippi
283380	Hattiesburg, MS

Congressional District Information

State	District	Representative
Mississippi	4	Steven M Palazzo

Program Plan Information**STIP/TIP**

Date: N/A

Description: N/A

UPWP

Date: N/A

Description: N/A

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	\$492,453
Local			\$123,113
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0

Adjustment		\$0
Total Eligible Cost		\$615,566

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
MS-2016-007-01-02	114-00 (114-A1) BUS: SUPPORT EQUIP AND FACILITIES	\$492,453.00	\$123,113.00	\$615,566.00	1
MS-2016-007-01-02	11.44.03 REHAB/RENOVATE - ADMIN/MAINT FACILITY	\$492,453.00	\$123,113.00	\$615,566.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.44.03 - REHAB/RENOVATE - ADMIN/MAINT FACILITY					
Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity	
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.44.03	REHAB/RENOVATE - ADMIN/MAINT FACILITY	REHAB/RENOVATE BUS SUPPORT FACIL/EQUIP	1	

Extended Budget Description

This grant is for a total of Total of \$615,566.25 (\$492,453.00 Federal Share and the City of Hattiesburg will provide a general fund \$123,113.25 local match). It will use FY 2015 Section 5339 MAP 21 funds for transit facility rehabilitation.

These project is programmed in the 2015-2019 Mississippi TIP, approved on 6/1/2016. (a copy is attached).

This grant application will fund (1) Project

1. Rehabilitation of the administration facility for administration space, energy efficiency and to make it ADA compliant.

The project will upgrade restrooms to be ADA compliant.

Enclose exterior shop bay.

Add additional open shop bay.

Renovate downstairs existing offices.

Renovate upstairs area to add additional office space.

1) The proposed project will take place at the current city-owned property and operated facility. The city-owned property has been in continuous operation as the city's transit facility since the 1970's.

2) Hattiesburg will continue to own, operate and maintain the physical plant throughout the facility's lifespan.

3) Construction management and oversight for preliminary engineering, procurement, contract

management and inspection will be performed by the Director of Federal and State Programs and City Engineer. They will accompanied by the resources of the managers of HUB City Transit, Metropolitan Planning Organization and Grant Coordinator.

4) The City will insure that all aspects of Circular 5010.1B requirements (Force Account) are met should any portion of the project in excess of \$100,000 be done "in-house."

5) As a Federal Entitlement city Hattiesburg follows Generally Accepted Accounting Principles (GAAP). It adheres to all federal and state accounting rules including OMB Circular A-133. Hattiesburg will follow established local and state purchasing and bid requirements for projects of this size. 6) Hattiesburg certifies an independent cost estimate will be prepared and available on file with the corresponding cost/price analysis for the scope of work of the project.

Hattiesburg will make bid ready documents available for review by necessary parties as is appropriate prior to construction.

Items over \$5,000 are expected: Useful Life

Office Carpet Floor: 15 years

Restroom Tile Floor: 25 years

Bus Bay renovation/addition: 50 years

This project was reviewed by the FTA NEPA specialists and they provided clearance for a Categorical Exclusion (CE) See attached email.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	\$492,453
Local			\$123,113
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$615,566

Milestone Name	Est. Completion Date	Description
Start Date	9/1/2016	Begin Project. Evaluate and finalize design and any changes with design firm. Initiate contractor bidding process.
End Date	8/31/2018	Final walkthrough with city engineer. Certify completion. Closeout grant.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 05: Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

Date Description	Date
Class IIc CE Approved	

Project Title: Bus Shelters and Bus Stop Improvements
--

Project Number	Temporary Project Number	Date Created	Start Date	End Date
MS-2016-007-02-P4	MS-2016-007-02-P4	11/25/2019	1/1/2020	12/31/2020

Project Description

This project exists to install new bus shelters at various bus stops and to improve bus stop access.

Project Benefits

This project serves to provide additional amenities to patrons of the fixed route system, more specifically to improve access to bus stop locations and to create shelters so that riders have shade on hot days and shelter from rain and other inclement weather.

Additional Information

None provided.

Location Description

Exact sites are to be determined, but will be along the existing fixed route transit system.

Project Location (Urbanized Areas)

UZA Code	Area Name
283380	Hattiesburg, MS

Congressional District Information

State	District	Representative
Mississippi	4	Steven M Palazzo

Program Plan Information

STIP/TIP

Date: N/A

Description: N/A

UPWP

Date: N/A

Description: N/A

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	\$58,780
Local			\$14,695
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$73,475

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
MS-2016-007-02-P4	119-00 (119-) Bus Associated Transit Improvements	\$58,780.00	\$14,695.00	\$73,475.00	5
MS-2016-007-02-P4	11.93.02 CONSTRUCTION - BUS SHELTERS	\$58,780.00	\$14,695.00	\$73,475.00	5

Project Budget Activity Line Items

Budget Activity Line Item: 11.93.02 - CONSTRUCTION - BUS SHELTERS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
Bus Associated Transit Improvements (119-00)	11.93.02	CONSTRUCTION - BUS SHELTERS	CONSTRUCTION	5

Extended Budget Description

Funds are intended for the purchase and installation of shelter units and related amenities. It is most likely that the city will utilize its public works department to construct the sites. If sites chosen are complex, design/engineering and a 3rd party contractor may be secured, which would likely, in turn reduce the number of sites to be completed with the available funds.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	\$58,780
Local			\$14,695
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$73,475

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2020	
End Date	12/31/2020	

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 09: Assembly or construction of facilities that is consistent with existing land use and zoning requirements (including floodplain regulations) and uses primarily land disturbed for transportation use, such as: buildings and associated structures; bus transfer stations or intermodal centers; busways and streetcar lines or other transit investments within areas of the right-of-way occupied by the physical footprint of the existing facility or otherwise maintained or used for transportation operations; and parking facilities.

Date	Description	Date
	Class IIc CE Approved	

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

There are no review comments to display at this time.

Part 6: Agreement

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-26, October 1, 2019)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(26), October 1, 2019, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL

ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Hattiesburg, City Of

Recipient ID: 1108

DUNS No: 079448130

Application Information

Federal Award Identification Number: MS-2016-007-02

Application Name: (5339) FY2015 Hattiesburg Transit Facility Renovation and Upgrade

Application Start Date: 9/8/2016

Application End Date: 9/30/2020

Application Executive Summary: AMENDMENT #2 MS-2016-007-02

This grant will use Section 5339 Bus and Bus Facilities Program- FY17 Funds for a total \$73,475 (\$58,780 Federal and \$14,695 Local match).

Local match will come from city receipts.

This project is programmed in 2019-2022 TIP for the HPFL-MPO, approved on January 22, 2020. See attached TIP pages.

NOTE: This Amendment entails a change in the original scope. Following the completion of the facility included in the original scope and prior amendment, \$58,780 in federal funds remain unused. This amendment seeks to use those remaining funds and the associated local match for the placement of bus stop shelters at various stops.

This amendment seeks to utilize the remaining funds to create bus stop shelters at up to 6 bus stop sites. Actual number of sites completed will depend on the complexity of the sites and whether the job can be accomplished using city labor or if it will have to be professionally engineered and contracted.

This amendment will fund:

1. Engineering & Design – if deemed necessary by the complexity of each site selected
2. Construction - concrete bases and curb/sidewalk connectivity in the vicinity of the sites
3. Purchase of pre-fabricated shelter units and related amenities
4. Assembly and placement of shelter units and amenities

Notes:

- a. Overall Start Date -07/10/2017 End Date extended to 09/30/2020

- b. Is request is for Research and Development? No
- c. The City of Hattiesburg will not apply an "INDIRECT Cost" rate.
- d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached in TrAMS. The City of Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

The City of Hattiesburg will ensure contractors procured will not be on the FTA Suspension and Debarment List.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review

No.

Subject to Pre-Award Authority

Yes, this application is subject to Pre-Award Authority.

AMENDMENT #1 MS-2016-007-01

This grant will use Section 5339 Bus and Bus Facilities Program- FY16 and 7/12 of the FY 17 Funds for a total \$299,592 (\$239,673 Federal and \$59,919 Local match). It will use FY16 total \$190,378 (\$152,302 Federal and \$38,076 Local match) and 7/12 of FY17 total \$109,214 (\$87,371 Federal and \$21,843 Local match).

Local match will come from city receipts.

This project is programmed in 2017-2020 STIP for MS approved on October 1, 2016, and approved for Hattiesburg on January 11, 2017. Amended for Hattiesburg on April 26, 2017. See attached STIP pages.

NOTE: This Amendment entails a change in the original scope. The original grant, MS 2016-007-00 was for minor renovations to the transit admin and maint facility. However, on January 21, 2017, it was destroyed by a tornado. This grant will consist of rebuilding the complete administrative/ maintenance facility. These funds are added to the total of the Original grant of \$615,566.25 (\$492,453.00 Federal and \$123,113.25 local match). These funds were never used or disbursed. The total amount of this grant with FY13, FY14, FY15, FY16 and 7/12 of FY17 is for \$915,158 (\$732,126 federal and \$183,032 local match).

This grant application will fund (1) Project: Reconstruction of the Hub City Transit Administrative and Maintenance Facility that was destroyed in the January 21, 2017 tornado. The existing destroyed facility will be demolished and a new facility will be constructed in the existing facility's footprint. (Demolition will not be completed with FTA funds.)

This grant will fund: P1

1. Engineering & Design – Administrative/maintenance facility
2. Construction - Administrative/maintenance facility

Notes:

- a. Overall Start Date -07/10/2017 End Date 09/30/2019
- b. Is request is for Research and Development? No
- c. The City of Hattiesburg will not apply an "INDIRECT Cost" rate.
- d. The City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached in TrAMS. The City of Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

The City of Hattiesburg will ensure contractors procured will not be on the FTA Suspension and Debarment List.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review

No.

Subject to Pre-Award Authority

Yes, this application is subject to Pre-Award Authority.

Original Grant – MS-2016-007-00

This grant is for a total of Total of \$615,566.25 (\$492,453.00 Federal Share and the City of Hattiesburg will provide a general fund \$123,113.25 local match). It will use FY 2015 Section 5339 MAP 21 funds for transit facility rehabilitation.

These project is programmed in the 2015-2019 Mississippi TIP, approved on 6/1/2016. (a copy is attached).

This grant application will fund (1) Project

1. Rehabilitation of the equipment and administration facility for administration space, energy efficiency and to make it ADA compliant.

Notes:

a. Overall Start Date -08/01/2016 End Date 07/31/2018

b. Is request is not for Research and Development?

c. Hattiesburg will not apply a "INDIRECT Cost" rate.

d. City of Hattiesburg is the Direct Recipient for grant funds. Documentation is attached in TrAMS.

City of Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

City of Hattiesburg will ensure contractors procured will not be on the FTA Suspension and Debarment List.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review

No.

Subject to Pre-Award Authority

Yes, this application is subject to Pre-Award Authority.

Project Benefits

Reconstruction of the Hub City Administrative and Maintenance Transit Facility will allow Hub City Transit to operate at full capacity again, thereby further serving the public's needs. Operations will run much more smoothly and efficiently with the reconstructed facility as well as the fleet's performance will be improved. This reconstruction project will also bring the facility into ADA compliance.

Project Locations

Site is at intersection of Old Highway 49 and S. Tipton Street in Hattiesburg, Forrest County, Mississippi. Property is zoned industrial (I-1), has been in continuous public use.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Application Budget

Total Application Budget: \$988,633.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$58,780.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$14,695.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$790,906.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$197,727.00

Application Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	\$790,906
Local			\$197,727
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$988,633

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Review Decision: DOL Concur - Certified

Original Certification Date: 9/8/2016

Review Decision: DOL Concur - Certified

Amendment 1 Certification Date: 6/21/2017

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:

FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info:
Award Date:

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

Hattiesburg, City Of



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, December 17, 2019

Re: Authorize the Mayor to make submittal for the Blight Elimination Program sponsored by the Mississippi Home Corporation.
File Number: 2019-395
Minute Book #

Summary

Recommendation Statement

Please place this on the December 17, 2019 City Council meeting for consideration.

CITY OF HATTIESBURG
CIVIL SERVICE RULES AND REGULATIONS
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1.1 AUTHORITY

A Civil Service Commission, hereinafter referred to in these rules as the “Commission,” exists in the City of Hattiesburg (“the City”) by virtue of *Miss. Code Ann.* § 21-31-1 et seq., and amendments thereto.

It is the duty of the Commission to make suitable Rules and Regulations (“Rules”) not inconsistent with the provisions of *Miss. Code Ann.* §§ 21-31-1 through 21-31-27, and amendments thereto. Such rules and regulations shall provide in detail the manner of conducting examinations, appointments, promotions, transfers, reinstatements, demotions, suspensions and discharges within the Police and Fire Departments, and may also provide for any matter connected with the general subject of personnel administration within said departments, and which may be desirable to further carry out the general purposes of *Miss. Code Ann.* §§ 21-31-1 through 21-31-27, and amendments thereto.

Neither the Civil Service statutes (*Miss. Code Ann.* §§ 21-31-1 through 21-31-27, and amendments thereto), nor these Rules contemplate the Commission being involved in the day-to-day operations of the Police and Fire Departments, and the authority of the Commission is limited to those matters set forth in the Civil Service statutes.

The Commission recognizes that, as to transfers within the Police and Fire Departments, the respective Chiefs of those departments should be able to make personnel transfers that will benefit their respective departments and the City of Hattiesburg, and, therefore, the Commission will not review personnel transfers within the Police and Fire Departments.

1.2 POSITIONS INCLUDED IN THE RULES

These Rules shall apply to all full paid employees of the Police and Fire Departments, including the Assistant Chief(s) of the Police and Fire Departments. These Rules and Regulations shall not apply to positions subject to direct appointment, with Council approval, by the Mayor. Specifically excluded from application of these Rules and Regulations are the positions of Police Chief and the Fire Chief. However, career employees appointed into these positions shall be entitled to reassignment into protected positions upon completion of their service as Chief(s) upon request from the employee.

(*Miss. Code Ann.* § 21-31-13, and amendments thereto; *Miss. Code Ann.* § 21-8-23, and amendments thereto).

1.3 PURPOSE

The purpose of the Commission is to provide a functional, orderly and uniform system for the administration of Civil Service in compliance with the duties of the Commission and the coverage afforded by the Civil Service laws according to *Miss. Code Ann.* §§ 21-31-1 through Section 21-

31-27, and amendments thereto, and according to rules and regulations promulgated by the Commission under authority of law to accomplish such purpose.

1.4 GENDER ASSOCIATED PRONOUNS

Whenever gender associated pronouns, or the singular or plural form of job title or classification, are used in these rules, it is understood that such references are meant to have equal application to all employees or others affected by these rules, male or female.

1.5 MANNER OF APPOINTMENT AND TENURE OF OFFICE

The governing body, as the appointing power of the City of Hattiesburg, appoints a Civil Service Commission composed of one citizen residing in each of the five wards of the City to serve the term as provided for by *Miss. Code Ann.* § 21-31-5, and amendments thereto. Removal of a Commissioner from office shall be for such cause or causes as are provided by *Miss. Code Ann.* § 21-31-5(2), and amendments thereto, and shall be by decision of the appointing power after a full hearing on charges preferred in writing. Further, any member being so removed shall have the right of appeal, anytime within thirty (30) days thereafter, to the circuit court and may demand a jury trial on the conditions specified under *Miss. Code Ann.* § 21-31-5(2), and amendments thereto.

1.6 ORGANIZATION OF COMMISSION

The Commission shall elect from its members annually in January the following officers who shall serve for a term of one year as of the election date:

- Chairman
- Vice Chairman
- Commission Secretary

The City shall provide the commission with suitable and convenient rooms and accommodations and cause the same to be furnished, heated and lighted and supplied with all office supplies and equipment necessary to carry on the business of the commission with such clerical assistance as may be necessary as provided for by *Miss. Code Ann.* §21-31-11.

The commission meetings shall operate under the most recent edition of Robert's Rules of Order.

1.6.1 DUTIES OF CHAIRMAN

As delineated in Robert's Rules of Order and any amendments thereto, and restricted to those items as described for chairman only, unless otherwise stated in these rules, the Chairman shall:

- Preside at all meetings of the Commission.

- Appoint ad hoc committees which shall be ratified by the Commission prior to assumption of duties
- Sign, cosign or witness all official documents of the Commission, including, but not limited to, subpoenas for disciplinary appeals.
- Perform additional duties as may be assigned by the Commission.

The Chairman shall also serve as the official spokesman for the Commission in all matters dealing with governing authorities

1.6.2 DUTIES OF VICE CHAIRMAN

The Vice Chairman shall assume duties of Chairman as delineated in Robert's Rules of Order in Chairman's absence or at Chairman's discretion.

1.6.3 DUTIES OF COMMISSION SECRETARY AND BOARD OF EXAMINERS

The Commission shall annually elect a Secretary and appoint a Board of Examiners, which Board shall consist of the fire chief (or a person designated by the fire chief from the fire department to serve in his absence), the police chief (or a person designated by the police chief from the police department to serve in his absents), and a third member to be named by the Commission, all of whom shall serve without compensation. The Board of Examiners shall conduct all Civil Service examinations at times and places acknowledged by the Commission. The Board of Examiners may opt to outsource this duty to an outside testing firm to actually administer said tests and examinations, provided however, the Board of Examiners maintain oversight of the process.

The Commission Secretary, in collaboration with clerical assistance provision, shall keep the records and preserve all reports made to the Commission, and also a record of all examinations held under the direction of the Board of Examiners, and perform such other duties as the Commission may prescribe. The members of the Board of Examiners and the Secretary are subject to suspension and discharge in the same manner as the Commissioners.

(*Miss. Code Ann.* § 21-31-7)

1.7 COMMISSION MEETINGS

The Commission shall hold one regular stated monthly meeting and such additional special meetings as may be required for proper discharge of duties. The place and time of the regular meetings shall be fixed by resolution of the Commission. Special meetings may be called at any time by the Chairman or a majority of the Commission, provided notice of at least twenty-four (24) hours has been given to all Commissioners. All meetings shall be open to the public and all notice of special meetings shall be given in accordance with *Miss. Code Ann.* § 25-41-1 et seq., and amendments thereto.

(*Miss. Code Ann.* § 21-31-7, and amendments thereto).

1.8 DUTIES OF THE COMMISSION

In addition to those duties set forth in Section 1.1 of these Rules and Regulations, the Commission shall have the power to conduct investigations, and make reports on all matters touching the enforcement and effect of provisions of *Miss. Code Ann.* §§ 21-31-1 through 21-31-27, and amendments thereto, and all rules and regulations adopted by the Commission. The Commission is empowered to investigate all complaints, which must be reduced to writing, subpoena witnesses, administer oaths and conduct hearings. The Commission may request legal counsel as necessary.

Only full paid employees of the Hattiesburg Police Department and the Hattiesburg Fire Department having legal standing to request an investigation by the Commission. (*Aldridge v. West*, 929 So.2d 298 (Miss. 2006)).

The Human Resources Department of the City shall maintain the official employee files of all employees covered under Civil Service. The Commission office, which shall be located in the City's Human Resources Department, shall maintain all records pertaining to investigations undertaken, hearings, etc. The Commission, or any member thereof, shall have the authority to review any and all employment records needed in the course of Commission business.

The Commission shall also:

- Monitor job descriptions and personnel actions involving all Civil Service posts and employees covered under Civil Service
- Acknowledge results from all entrance and promotional tests and examinations for competitive positions; provided, however, nothing herein shall prohibit an outside testing firm to actually administer said written tests and examinations and certifying the results to the Commission through the Board Examiners.
- Certify equitable appointments and promotions in the Police and Fire Departments.
- Review policies for transfers, demotions, suspensions, dismissals and reinstatements.

The fixing of the rate of compensation of every employee coming under the provisions of *Miss. Code Ann.* §§ 21-31-1 through 21-31-27, and amendments thereto, shall remain vested in those public officials authorized by law to fix the rate of such compensation, and nothing contained in said sections shall infringe upon the power and authority of any such public officials to so fix the rate of such compensation.

RULE 2 – RULE PROVISIONS

2.1 PURPOSE OF RULES

The purpose of these Rules is to provide an orderly procedure for the uniform administration and enforcement of the Civil Service laws (*Miss. Code Ann.* §§21-31-1 through 21-31-27, and amendments thereto). The Civil Service laws were designed to give covered employees of the Hattiesburg Police Department and the Hattiesburg Fire Department a reasonable security of tenure and to protect them from removal, suspension, demotion or discharge for political or religious reasons, or for insubstantial grounds. Thus, “tenure, fairness and security are the statutes’ aims.” (Mississippi Attorney General opinion to Perkins, June 26, 1998, Opinion No. 98-0274).

2.2 ADOPTION AND EFFECTIVE DATE OF RULES

These Rules were adopted by the Civil Service Commission effective January 1, 2020, and supersede any and all previous rules and regulations. All rules in conflict with the provisions of State Law are hereby repealed insofar as they are in conflict.

These amended Rules shall become effective from and after January 1, 2020, provided, however, that any rule violation or complaint occurring prior to the date of adoption of these rules shall be administered under rules in effect on the date of such violation or complaint.

2.2.1 MEANING AND INTENT OF RULES

Words used in these Rules shall have their ordinary, dictionary meaning, unless otherwise specified in these Rules. In the event of a question by an interested party concerning the meaning and intent of any rule, such question shall be submitted to the Commission, in writing, for clarification and interpretation. The judgment of the Commission shall be final.

2.3 EXTENT OF COVERAGE

All full paid employees of the fire and police departments of the City of Hattiesburg are covered by these Rules. (*Miss. Code Ann.* §21-31-13, and all amendments thereto). All appointments to and promotions in said departments shall be made solely on merit, efficiency and fitness, which may be ascertained by open competitive examination and impartial investigation. No person shall be reinstated in, or transferred, suspended, or discharged from any place, position or employment contrary to the provisions of Sections 21-31-1 through 21-31-27.

2.4 WAIVER OF RULES

Requests for a waiver of established rules are not encouraged and will not generally be considered by the Commission. Only the Mayor or the City’s Chief Administrative Officer may, in writing, petition the Commission for a rule waiver when the best interests of the City will be served. A minimum of five (5) working days following receipt of written notice by the Commission shall be required before any such waiver requests can be considered. Such requests shall include complete justification and any other information necessary for the Commission to render an objective decision. Each request shall be considered on its individual merits. The commission may also initiate a request for consideration of a waiver at any time when it is in the best interests of the

Commission to do so in order to effectively conduct its business. If the Commission initiates the request, the five-day notice requirement is not applicable.

No waivers granted by the commission shall be general in their application to other or similar requests. A two-thirds majority vote of those present and voting shall be required to grant a waiver.

2.5 AMENDMENT OF RULES

These rules may be amended, supplemented or repealed by the Commission provided that prior to such change being voted upon, the proposed change shall be first reduced to writing and presented before the full Commission for discussion and vote at the next regular scheduled commission meeting. Such an amendment, repeal or supplement to the rules may only be adopted by a two-thirds (2/3) majority vote of the Commission present and voting in favor of the same, and such a change will not take effect at the meeting at which it is voted upon, but will take effect on a date following as determined by the Commission. The only exception to this rule is action taken in accordance with Rule 2.4.

2.6 RULE DISTRIBUTION

A current copy of Commission rules shall be distributed to the Mayor, Chief Administrative Officer, Commission members, the Police and Fire Chiefs, the City Attorney, Human Resources Department and Civil Service Office, and shall be available to employees and the public on the City's website.

RULE 3 – EMPLOYMENT PROCEDURES

3.1 APPLICATIONS

All employment applications for all Police Officer or Firefighter positions or other covered employee shall be through the Human Resources Department of the City of Hattiesburg. In addition to the information required on the forms of application, each applicant shall submit to other examinations, interviews, tests and other qualifying methods as deemed required by the Commission, Board of Examiners, and the City of Hattiesburg.

3.1.1 APPLICANT'S BACKGROUND

The character and past conduct of applicants will be taken into account in evaluation for employment under Civil Service. Arrest and conviction records may be used in determining suitability for employment, but shall not be an automatic bar to employment.

3.1.2 RECRUITMENT FOR POLICE OFFICER OR FIREMAN

Openings will be announced in the local press by advertisement of the appropriate (Police or Fire) examination. The advertisement will appear at least twice: the first announcement will be

published not more than sixty (60) days before the final day of the recruitment of candidates/acceptance of applications cycle; the second announcement will be published not less than fourteen (14) days before the end of the recruitment/application cycle.

Advertisements will state the examination to be given, instruct interested individuals to apply in person at the Human Resources Department at City Hall, state the entry pay, and state the minimum qualifications for the position.

In addition to the procedure described above, identical announcements may be sent to selected institutions of higher learning and to other cities in the surrounding area. The appropriate Chief may authorize additional publications of wide circulation in the area, through public service announcements on local television and radio stations, and through any other media available and appropriate.

Recruitment may be waived and an individual currently certified in Mississippi to serve in the capacity to be filled (Police or Fire) may be appointed, when requested by the Police or Fire Chief, without civil service examination for lateral hires, pending Commission acknowledgement.

RULE 4 – PROMOTIONS FOR POLICE OFFICERS AND FIREMEN

4.1 APPLICATIONS

Competitive promotional opportunities will be announced and applications accepted by the Human Resources Department for up to thirty (30) days from the date of announcement. Announcements will state the minimum qualifications (which the employee must meet as of the examination/assessment date) of the position and state the areas that will be measured by examination/assessment and what study guides are available.

Announcements for promotions will be posted in the Human Resources Department of the City and in prominent locations throughout the department for which examination/assessment will be given. Employees who meet the minimum qualifications for the position (as of the day the examination/assessment is to be given) must apply through the Human Resources Department during the recruitment cycle.

There is no waiver of the recruitment application cycle or the examination/assessment to determine and rank eligibility for classified service promotions.

RULE 5 -- EXAMINATIONS AND ASSESSMENTS FOR POLICE OFFICERS AND FIREMEN

5.1 PROCEDURE

Examinations and assessments will be held for all classified service positions (including promotions) following appropriate recruitment. The examination/assessment will be conducted not more than fourteen (14) days after the recruitment/application cycle has ended.

Examinations will be conducted, at a site to be deemed appropriate by the Commission, by a Board of Examiners consisting of the Police Chief (or his/her designee from the police department), the Fire Chief (or his/her designee from the fire department), and a third member to be named by the Commission.

Examinations/assessments may consist of evaluation of related education, training and experience and any combination of oral, written, physical or analytical skills tests that have been authorized by the Commission and which suitably appraise the candidate's ability to perform the job duties.

At the time of making application, candidates will be given information that indicates the type(s) of test(s) to be given and the abilities to be measured. Candidates will also be given information about suitable materials that can be studied in preparation for testing.

The passing grade on entry level assessments/tests will be 60 points or a passing score will be set at the end of the promotional process by the third-party consultant after the data is reviewed for the following factors: natural breaks in the data, psychometrics of the test, distribution of the scores, and the utility the test is supposed to serve. Where there are multiple parts of the assessment/test, 60 points shall mean 60 points of the overall assessment/test.

The passing grade on promotional assessments/tests will be 70 points or a passing score will be set at the end of the promotional process by the third-party consultant after the data is reviewed for the following factors: natural breaks in the data, psychometrics of the test, distribution of the scores, and the utility the test is supposed to serve. Where there are multiple parts of the assessment/test, 70 points shall mean 70 points of the overall assessment/test.

5.2 RECORD RETENTION, NOTIFICATION, REVIEW

Application and examination materials of all candidates shall be retained for five (5) years. If a candidate is employed, these materials will become a part of his/her personnel record. Materials to be maintained shall include, but not be limited to, application form/background questionnaire, written test questions and answers, oral test questions/responses (using an audio or video recording), reference inquiry notes, and other relevant material.

Each applicant for competitive appointment or promotion shall be notified of his/her final grade on the examination/assessment, and, if successful, will be shown his/her ranking on the eligibility list upon his/her request.

Each application for a competitive promotion may file, in writing with the Human Resources Department, a request for a review of his/her examination/assessment and grade. Such request must be made within thirty (30) days of notification of the rating or the privilege is waived.

The Commission's review of examinations/assessments for entry level positions shall consist of (1) review and approval of the examination components prior to their being given, and (2) review of the results prior to certifying the eligibility list.

RULE 6 – ELIGIBILITY LISTS (POLICE OFFICERS AND FIREMEN)

At the next meeting, when practical, but not later than the second meeting following an examination/assessment, the Commission shall list, in order of their final average rating, the names of all individuals who passed the examination/assessment. This listing shall, as of the day of the meeting it is acted upon, become the Eligibles List for the specified position(s). When determining the rating, for entry level positions, all other factors being equal, preference shall be given to current residents of the City of Hattiesburg.

Eligibles Lists for entry positions shall be certified for one (1) year. Promotional Eligibles shall be certified for one (1) year, except that the Commission, upon recommendation from the Police/Fire Chief, may authorize an extension not to exceed one (1) year.

The Commission shall have the power to correct any error or amend any Eligibles list, or authorize another examination/assessment when it appears an error has been made. The reason for every such action shall be recorded in the minutes of the Commission. This may only occur following an investigation/inquiry arising from a timely raised review.

Eligibles Lists shall be available for the public's inspection at no charge, and the Human Resources Department shall make them available to a citizen who requests them in writing pursuant to the City's Public Records ordinance.

RULE 7 – FILING A POSITION (POLICE OFFICERS AND FIREMEN)

7.1 ENTRY/RECRUIT

The Commission will certify, in order of final rating, all candidates qualified for the vacancy.

The Fire/Police department will conduct background and polygraph examinations to determine the suitability of Eligibles. Such investigation will be conducted for the Eligibles in order of their rating, highest to lowest, with additional Eligibles participating in the process as may be necessary because of candidate elimination. When a sufficient number of candidates has successfully completed this process, an offer of employment may be made contingent upon a satisfactory medical examination, including a drug/alcohol test. Unsatisfactory results of a drug/alcohol test will cause elimination of an individual's candidacy.

The candidates who successfully complete the post-examination/assessment process will be enrolled in an appropriate academy class, offered at the City's facility or through a State Program. Individuals who successfully complete the required academy training will be sworn in to full service with the City as a police officer or firefighter or placed on a waiting list for available full

service position. All appointments into permanent positions are made subject to Civil Service Commission acknowledgement.

7.2 PROMOTIONAL

The Police Chief or Fire Chief (or his/her designee) will request from the Commission the names of the three (3) highest ranked Eligibles, if for a single vacancy; or of the three (3) highest ranked Eligibles plus an additional name for each additional vacancy that is to be filled.

Recommendation(s) will be made, by the Chief, to the Mayor outlining the merits of each candidate. The Mayor, after reviewing the Chief's recommendation, will appoint the individual to the position or reject the recommendation. If the recommendation of candidate is rejected by the Mayor, the recommendation process shall be repeated until a candidate is appointed.

The Commission shall then ratify or reject the Mayor's appointment. If the Commission rejects the Mayor's appointment, the Commission's reason(s) for its decision shall be recorded in the minutes of the Commission.

7.3 TEMPORARY APPOINTMENTS

For any competitive position, whether promotional or entry level, temporary appointments may be made to assure the continuation of necessary City services. Temporary appointments shall not exceed six (6) months, and appointees may seek permanent appointment/promotion through the examination/assessment process.

7.4 PROBATIONARY PERIOD

All individuals appointed or promoted will serve a probationary employment period of one (1) year. During probation following employment or promotion an employee shall be ineligible to initiate transfer or further promotion.

When probationary employment following a promotion is not deemed satisfactory by the Chief of the Police Department or the Fire Department (as the case may be), the employee may be demoted with the right to appeal the decision to the Commission as set forth herein. When probationary employment following an initial hiring is deemed unsatisfactory by the Chief of the Police Department or the Fire Department (as the case may be), the employee may be terminated without the right to appeal the decision to the Commission as set forth herein.

7.5 REGULAR STATUS EMPLOYMENT

When an individual has satisfactorily completed his/her probationary period, he/she will assume regular status employment/promotion without further Commission action.

RULE 8 – RESIGNATION

An employee wishing to resign shall do so in writing, giving at least two (2) weeks' notice of effective date. The Mayor or his/her designee may waive the notice requirement when it is in the best interest of the City. Such action will be recorded in the individual's experience and training record (personnel file) maintained in the Human Resources Department of the City.

An employee's unauthorized absence for a period of three (3) consecutive work days or more will be considered to have voluntarily resigned without notice. Employees who have been deemed resigned due to unauthorized absences shall be so notified by certified mail, with a copy to the Commission and the City's Human Resources Department. The employee's termination date shall be the date when such notice is mailed to the employee.

Effective dates of voluntary resignations and dates of unauthorized will be made known to the Commission at its next regular monthly meeting, and such information will be recorded in the Commission's minutes.

RULE 9 – REDUCTION IN FORCE

Should it become necessary to reduce the number of City employees because of position elimination, reorganization or lack of funding, the Mayor shall provide documentation to the Commission which will specify the reason(s) for the reduction in force and identify the number of position(s) to be eliminated.

When determining which individuals will be laid off, employees will be ranked by seniority, with the least senior employee listed first. The first name on the list will be the first person laid off. The Police Chief or the Fire Chief, as the case may be, may request that the Commission grant exemption from lay-off for specific employees who are determined to be functioning at a consistently outstanding level or who possess critical skills. Such requests must be thoroughly documented and clearly establish that the operational functions are essential and could not be satisfactorily assumed by any other personnel. The submission of such a request is not an assurance that the exemption will be granted, nor the extent to which such consideration will be given by the Commission.

RULE 10 – SERVICE IN THE MILITARY

During times when there is no armed conflict involving the United States, an employee who is a member of any reserve component of the United States Armed Forces, including the National Guard, is entitled to fifteen (15) days (120 hours) per calendar year leave of absence—without loss of pay, time, or annual leave—if ordered to active duty, training, encampments, field exercises, maneuvers, etc. The time need not be consecutive. Time needed beyond this allowance for fulfilling military obligations may be taken as paid leave by using compensatory time or vacation leave or may be unpaid leave time.

During times of armed conflict involving the United States, an employee who is a member of any reserve component of the United States Armed Forces, including the National Guard, who is called to active duty will, upon exhaustion of his/her military leave, be considered on inactive status with the City, without loss of seniority, accrued leave, or promotion eligibility.

Individuals on inactive status with the City due to military service may be replaced as necessary to assure the provision of City services. However, replacement employees shall not attain permanent status, although they may receive benefits.

Upon discharge (except in cases of dishonorable discharge) from the service or release from active duty, following an armed conflict, an employee may seek full restoration to his/her position within the time frames required by law, based upon length of active duty. Failure to so act within ninety (90) days following discharge or release shall be deemed a voluntary resignation as set forth in Rule 8.

RULE 11 – DISCIPLINARY ACTIONS

11.1 GROUNDS

The tenure of everyone holding an office, place, position or employment under the Civil Service statutes (*Miss. Code Ann.* §§ 21-31-1 through 21-31-27, and amendments thereto) shall only be during good behavior. Any such person may be removed or discharged, suspended without pay, demoted or reduced in rank, or deprived of vacation privileges or other special privileges, or any combination thereof, for any of the following reasons: incompetency, inefficiency, or inattention of duty; dishonesty, intemperance, immoral conduct, insubordination, discourteous treatment of the public or a fellow employee, or any other act of omission or commission tending to injure the public service. (*Miss. Code Ann.* § 21-31-21, and amendments thereto).

Civil Service Employees may be disciplined for infractions of city or departmental rules or for any act or omission that tends to injure the public service and/or causes a risk to people or property. Discipline may result from complaints by citizens, superiors, peers, or subordinate officers in the department.

When an incident or complaint (not involving an employee's arrest) may result in disciplinary action, the department shall make an internal investigation into the matter. This investigation may conclude, based upon the relevant facts, that no action is necessary, or that further investigation and a Pre-Action Conference should be scheduled. The employee who is the object of the investigation shall be notified of the investigation prior to the scheduling of a Pre-Action Conference. He/she shall be afforded an opportunity to present his/her response in the Pre-Action Conference. At the conclusion of the Pre-Action Conference and/or the investigation, one of the following shall be determined by the Chief of Police or Fire, as the case may be, that (1) no action is necessary; (2) a written letter of counseling or reprimand should be placed in the employee's file (and the employee shall receive a copy of this letter); (3) the employee should be deprived of vacation privileges or other special privileges; (4) the employee should be demoted

or reduced in rank (with or without a reduction in pay); (5) the employee should be suspended with or without pay; (6) the employee should be terminated; or (7) any combination of the above.

If the Pre-Action Conference provides cause for discipline, the action to be taken shall be provided in writing to the employee, a copy of which will be placed in the employee's personnel file.

If an employee is arrested for a felony, the employee shall be immediately reassigned from fire suppression or law enforcement. He/she will perform the reassigned work, until the case is presented to the grand jury. If indicted, the employee shall be placed immediately on administrative leave without pay until the matter is resolved. If convicted, the employee shall be terminated.

An employee covered by these Rules may be reprimanded, demoted and/or reduced in rank (with or without a pay reduction), deprived of vacation privileges or other special privileges, suspended with or without pay, terminated, or any combination of the above for any (or more than one of) the following reasons:

- (1) Conviction of a felony or misdemeanor involving moral turpitude.
- (2) Willful violation of any provision of the Civil Service law (*Miss. Code Ann.* §§ 21-31-1 through 21-31-27, and amendments thereto) and/or these Rules.
- (3) Willful violation of the AOM for the Police Department or the Code of Conduct for the Fire Department.
- (4) Willful violation of any lawful and reasonable regulation, order or directive made or given by a superior officer where such violation has amounted to insubordination or seriously breached proper discipline or has resulted in property loss or injury to the public.
- (5) Being arrested, indicted or convicted of a crime.
- (6) Intoxication or drinking intoxicating beverages, or possession, use or distribution of controlled substances while on duty.
- (7) Testing positive on an alcohol or drug test.
- (8) Incompetency or inefficiency in performing the job duties of the position to which he/she is assigned.
- (9) Excessive offensive conduct or language toward the public or fellow officers or employees.
- (10) Abuse of the property of the City, resulting in damage.

(11) Any attempt to induce an officer or employee of the City to engage in or to commit an illegal act or acts in violation of any lawful or reasonable department regulation.

(12) Failure to pay or make reasonable provisions for the payment of just debts.

(13) The taking or receiving of any fee, gift or other thing of value in the course of work or in connection with such work for personal gain from any person when such fee or gift is given in the hope or expectation of receiving a favor or better treatment than that afforded to the general public.

(14) Willful or excessive brutality or cruelty to a prisoner or a person under arrest or sentence, provided that the act committed was not necessary and/or was not done lawfully in self-defense to protect the lives of others or to prevent the escape of a person lawfully in custody.

(15) Being absent without approved leave.

(16) Conduct determined by the Police/Fire Chief to be unbecoming of an employee of the City either while on or off duty which did or reasonably could bring discredit to the City of Hattiesburg.

(17) Engaging in prohibited political activity or use of a position within the service to influence politically a fellow officer or employee of the City.

(18) Actively participating in political activity in any primary or election of the City of Hattiesburg. (*Miss. Code Ann.* § 21-31-27, and amendments thereto).

(19) Engaging in any outside activity, for profit or otherwise, where such activity does or may distract the employee from performing his/her assigned duties or renders such employee physically unable to perform his/her assigned duties.

(20) Any act to influence the Commission or department superior(s) regarding promotions, appointments or related compensation or other favors not afforded to other employees.

(21) Any other act of omission or commission which does or may tend to injure the public service or bring discredit to the City.

11.2 PROCEDURE

No person covered by these Rules, except for such persons as may be employed to fill a vacancy caused by the absence of a fireman or policeman while in service as a member of the armed forces of the United States, shall be removed, suspended, demoted or discharged, or any combination thereof, except for cause, and only upon the written accusation of the appointing power or any citizen or taxpayer, a written statement of which accusation, in general terms, shall be served upon the accused, and a duplicate filed with the Commission. The chiefs of the fire and/or police

department may suspend a member pending the confirmation of the suspension by the regular appointing power, which shall be within three (3) days.

In the absence of extraordinary circumstances or situations, before any such employee may be removed or discharged, he shall be given written notice of the intended termination, which notice shall state the reasons for termination and inform the employee that he has the right to respond in writing to the reasons given for termination within a reasonable time and respond orally before the official charged with the responsibility of making the termination decision. Such official may, in his discretion, provide for a predetermination hearing and examination of witnesses, and if a hearing is to be held, the notice to the employee shall also set the time and place of such hearing. A duplicate of such notice shall be filed with the commission. After the employee has responded or has failed to respond within a reasonable time, the official charged with the responsibility of making the termination decision shall determine the appropriate disciplinary action, and shall notify the employee of his decision in writing at the earliest practicable date.

Where there are extraordinary circumstances or situations which require the immediate discharge or removal of an employee, such employee may be terminated without a predetermination hearing as required by this section, but such employee shall be given written notice of the specific reasons for termination within twenty-four (24) hours after the termination, and shall be given an opportunity for a hearing similar to the predetermination hearing provided in this section within twenty (20) days after the date of termination. For the purposes of this section, extraordinary situations or circumstances include, but are not limited to, circumstances where retention of the employee would result in damage to municipal property, would be detrimental to the interest of municipal government or would result in injury to the employee, to a fellow employee or to the general public.

Any person so removed, suspended, demoted, discharged or combination thereof may, within ten (10) days from the time of such disciplinary action, file with the Commission a written demand for an investigation, whereupon the commission shall conduct such investigation. The investigation shall be confined to the determination of the question of whether such disciplinary action was or was not made for political or religious reasons and was or was not made in good faith for cause. After such investigation the Commission may, if in its estimation the evidence is conclusive, affirm the disciplinary action, or if it shall find that the disciplinary action was made for political or religious reasons, or was not made in good faith for cause, shall order the immediate reinstatement or reemployment of such person in the office, place, position, or employment from which such person was removed, suspended, demoted, discharged or combination thereof, which reinstatement shall, if the Commission so provides in its discretion, be retroactive, and entitle such person to pay or compensation from the time of such disciplinary action. The Commission upon such investigation may, in lieu of affirming the disciplinary action, modify the order of removal, suspension, demotion, discharge or combination thereof by directing a suspension, without pay, for a given period and subsequent restoration of duty, or by directing a demotion in classification, grade or pay, or by any combination thereof. The findings of the commission shall be certified in writing to the appointing power, and shall be forthwith enforced by such officer.

All investigations made by the commission pursuant to the provisions of this section shall be by public hearing, after reasonable written notice to the accused of the time and place of such hearing,

at which hearing the accused shall be afforded an opportunity of appearing in person and by counsel, and presenting his defense. The findings of the Commission shall be conclusive and binding unless either the accused or the municipality shall, within thirty (30) days from the date of the entry of such judgment or order on the minutes of the Commission and notification to the accused and the municipality, appeal to the Circuit Court of Forrest County. Any appeal of the judgment or order of the commission shall not act as a supersedeas of such judgment or order, but the judgment or order shall remain in effect pending a final determination of the matter on appeal. Such appeal shall be taken by serving the commission and the appellee, within thirty (30) days after the entry of such judgment or order, a written notice of appeal, stating the grounds thereof, and demanding that a certified transcript of the record and of all papers on file in the office of the commission affecting or relating to such judgment or order, be filed by the commission with such court. The Commission shall, within thirty (30) days after the filing of such notice, make, certify and file such transcript with such court. The said Circuit Court shall thereupon proceed to hear and determine such appeal. However, such hearing shall be confined to the determination of whether the judgment or order of removal, discharge, demotion, suspension or combination thereof made by the commission, was or was not made in good faith for cause, and no appeal to such court shall be taken except upon such ground or grounds.

(Miss. Code Ann. § 21-31-23, and amendments thereto).

11.3 APPEALS HEARINGS

An appeal to the Commission must be filed within ten (10) days of the receipt by the employee of the notice of disciplinary action. Any appeal to the Commission must be received by the Human Resources Department of the City of Hattiesburg within the same time frame. The appeal shall be filed on the Notice of Appeal form attached to these Rules.

The Commission Secretary shall coordinate the scheduling of the appeal hearing in consultation with the Commission President. Prior to the hearing, the Human Resources Department shall provide to each Commissioner a copy of (1) the Notice of Disciplinary Action; (2) the Notice of Appeal; (3) the names of any counsel that will appear on behalf of the City and the employee; (4) a copy of the rule(s), regulation(s), policy or policies or standard(s) of conduct allegedly violated that caused the disciplinary action to be taken; (5) a copy of any other document(s) filed by the City or the employee before the hearing.

After an appeal hearing is scheduled, the City Attorney or his designee shall provide to the appealing employee or his/her representative, not later than fourteen (14) days prior to the hearing, a copy of the documentary evidence expected to be presented at the hearing. The appealing employee shall provide to the City Attorney, not later than seven (7) days prior to the hearing, a copy of the documentary evidence expected to be presented at the hearing.

The City and the employee may negotiate a settlement of the appeal prior to the hearing or the employee may withdraw the appeal prior to the convening of the hearing or the Commission deciding the matter. In either case, documentation detailing the negotiated settlement or withdrawing the appeal will be made a part of the Commission's minutes. If there is a negotiated settlement, documentation shall include the terms agreed to by the parties and the signatures of the

Department Chief and the Mayor and the employee. If the appeal is withdrawn, the documentation shall be in the form of a statement signed by the employee indicating that he/she is withdrawing the appeal. Where multiple issues are appealed, withdrawal by the employee may be of some or all of the issues. Where only some issues are withdrawn from appeal, the appeal of the remaining issue(s) will not be affected.

11.4 STANDARDS FOR APPEALS HEARINGS

The hearing shall be transcribed by a court reporter, and shall be conducted by the procedural rules set forth in these Rules and in *Miss. Code Ann.* §§ 21-31-1 through 21-31-27, and amendments thereto. In conducting a hearing, the Commission shall not be bound by common law rules of evidence applicable in Mississippi courts, or formal rules of procedure (such as the Mississippi Rules of Civil Procedure), but may conduct such hearing in such manner as best to determine the rights of the parties; however, hearsay evidence, if admitted, shall not be the sole basis for the determination of facts by the Commission.

The hearing is not designed to substitute the Commission's judgment for that of the Administration in the day-to-day operation of the City, particularly the discipline of the workforce. The Commission will limit itself to considering, deciding and acting on appeals based on a determination of whether the action being appealed was or was not made for political or religious reasons and was or was not made in good faith for cause. (*Phillips v. Hancock Cty. Sheriff's Dep't*, 203 So.3d 622, 626 (Miss. Ct. App. 2016).

11.5 HEARING PROCEDURE

The Chairperson or the senior member in attendance will preside at the appeals hearing. He/she is responsible for assuring that a decision is rendered on all relevant and material evidence and testimony by seeing that a full record is developed and by restricting the hearing to an examination of only the issues raised on appeal. The Commission may request that special counsel be employed to assist the Chairperson in ruling on evidentiary issues and advising the Commission on the law and procedure as set forth in these Rules and in the Civil Service statutes.

The employee or his attorney shall first give an opening statement outlining the issues on appeal, followed by the City's attorney.

The employee or his attorney shall present evidence, either in written or oral form, at the hearing in opposition to the City's disciplinary decision, followed by cross-examination by the City's attorney. The City's attorney shall then be afforded an opportunity to present evidence in support of the City's disciplinary decision, and the employee or his attorney shall be entitled to cross-examine any witness for the City, including the employee himself/herself. Following the presentation of evidence by the City, the employee may present evidence in rebuttal.

During the hearing, upon recognition by the Presiding Member, any Commissioner may ask question to clarify issues.

Each party may give a closing statement, beginning with the employee or his attorney, followed by the City's attorney. Following the closing statement by the City's attorney, the employee's attorney may speak in rebuttal to the City's closing statement.

After due consideration in executive session, the Commission shall issue its decision affirming, modifying or reversing the disciplinary action, and shall order such other relief, if any, authorized by these Rules or the Civil Service statutes. The Commission may, if it chooses, take the matter under advisement, but if it does so, it shall make a final decision within a reasonable time after the conclusion of the hearing.

11.6 WITNESS COMPENSATION

The City shall not be responsible for compensating witnesses by payroll or other compensation after regular working hours, who are subpoenaed, or otherwise called to testify by the opposing party at the hearing.

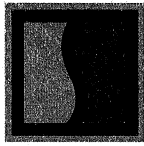
11.7 WITNESS SUBPOENA

For failure without just cause of a witness to comply with a subpoena duly issued and returned under authority of Miss. Code Ann. § 21-31-9, and amendments thereto, the Commission may by written order notify the Hattiesburg Police Department to bring non-compliant witness before the Commission for testimony at a time and place designated, and shall assess all costs to the Commission and the parties caused by failure to appear to the non-compliant witness, or impose such other sanctions as it deems proper and within Commission's authority.

RULE 12 – EQUAL OPPORTUNITY

12.1 EQUAL OPPORTUNITY

The City of Hattiesburg is an Equal Opportunity Employer. Decisions and actions made and/or taken by the Commission shall be without regard to an applicant's or employee's race, creed, religion, sex, national origin, disability, age, gender, marital status, military obligation or any other characteristic protected by law. All laws relating to equal opportunity and employment will be adhered to and promoted by the Commission.



SOUTHGROUP
INSURANCE SERVICES

December 13, 2019

Members of the Hattiesburg City Council

Ladies and Gentlemen:

At yesterday's meeting of the Civil Service Commission, we voted unanimously to adopt new Rules and Regulations for the Commission, to be effective January 1, 2020. Under our existing Rules, after amendments to the existing Rules are approved by the Commission, before they can go into effect the City Council must acknowledge and accept them. We would, therefore, request that the Council acknowledge and accept these new Rules and Regulations to be effective January 1, 2020.

As you know, at a recent appeals hearing before the Commission, Attorney Carey Varnado served as Special Counsel to the Commission, since the City Attorney acted as the "Prosecutor" in that case and could not, therefore, give independent advice to the Commission. Mr. Varnado was extremely helpful to the Commission throughout those proceedings.

After discussions with the City Attorney, the Commission believes it would be very helpful to have Mr. Varnado serve as Special Counsel to the Commission on a regular basis to give legal advice and counsel to the Commission, much as Jim Gladden does for the Planning Commission. The City Attorney has advised us that he will continue to represent the City before the Commission in appeals and give legal advice to the Police and Fire Chiefs as they may need, and that Mr. Varnado will keep him advised as to any unusual issues that may arise in connection with the Commission's duties.

I will be out of town during your meeting on December 16, 2019, but Mr. Jerome Brown will be present during that meeting to answer any questions you may have of the Commission concerning these two matters.

Thank you for your consideration and your support.

Sincerely yours,

Roman Gale, Chairman,
Civil Service Commission of Hattiesburg

MONTAGUE, PITTMAN, VARNADO & HALL

F. DOUGLAS MONTAGUE, III
CAREY R. VARNADO*
SUSAN E. COCO
JEFF HALL

*ALSO ADMITTED IN LOUISIANA

A PROFESSIONAL ASSOCIATION
ATTORNEYS AND COUNSELORS AT LAW

525 MAIN STREET
HATTIESBURG, MISSISSIPPI 39403
TELEPHONE (601) 544-1234
FACSIMILE (601) 544-1276
www.mpvlaw.com

FRANK D. MONTAGUE, JR. (1925-2013)
JAMES C. PITTMAN, JR. (1930-2013)

CAREY R. VARNADO, ATTORNEY
WRITER'S E-MAIL:
cvarnado@mpvlaw.com

CHERYL WARREN, PARALEGAL
E-MAIL: cwarren@mpvlaw.com

December 16, 2019

Members, Hattiesburg City Council
Hattiesburg, Mississippi

Ladies and Gentlemen:

At the request of the City Attorney, I am providing a proposal to serve as Special Counsel to the Hattiesburg Civil Service Commission.

My duties as Special Counsel would be to provide legal advice and counsel to the Commission; attend the Commission's monthly meetings as requested by the Commission; review the Commission's minutes; be sure the meetings of the Commission are being conducted in accordance with the Open Meetings Act; assist the Commission, its Secretary, and City of Hattiesburg staff in preparing for appeals to the Commission; provide legal counsel and advice to the Commission during any appeals it may hear; and keep the City Attorney advised as to any unusual issues that may arise in connection with the Commission's duties.

The City Attorney would continue to represent the City in any appeals the Commission may hear, and he would provide such legal advice to the Chiefs of the Police and Fire Departments as they may need.

Except for appeals to the Commission, my monthly fee would be \$500.00. For appeals, I would bill the City at a rate of \$150.00 per hour plus out-of-pocket expenses.

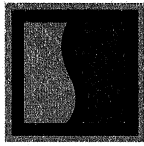
I appreciate the opportunity to work with the Civil Service Commission and the City Attorney.

Sincerely yours,

MONTAGUE, PITTMAN, VARNADO & HALL

A handwritten signature in blue ink, reading "Carey Varnado". The signature is written in a cursive style with a large, stylized "C" and "V".

Carey R. Varnado



SOUTHGROUP
INSURANCE SERVICES

December 13, 2019

Members of the Hattiesburg City Council

Ladies and Gentlemen:

At yesterday's meeting of the Civil Service Commission, we voted unanimously to adopt new Rules and Regulations for the Commission, to be effective January 1, 2020. Under our existing Rules, after amendments to the existing Rules are approved by the Commission, before they can go into effect the City Council must acknowledge and accept them. We would, therefore, request that the Council acknowledge and accept these new Rules and Regulations to be effective January 1, 2020.

As you know, at a recent appeals hearing before the Commission, Attorney Carey Varnado served as Special Counsel to the Commission, since the City Attorney acted as the "Prosecutor" in that case and could not, therefore, give independent advice to the Commission. Mr. Varnado was extremely helpful to the Commission throughout those proceedings.

After discussions with the City Attorney, the Commission believes it would be very helpful to have Mr. Varnado serve as Special Counsel to the Commission on a regular basis to give legal advice and counsel to the Commission, much as Jim Gladden does for the Planning Commission. The City Attorney has advised us that he will continue to represent the City before the Commission in appeals and give legal advice to the Police and Fire Chiefs as they may need, and that Mr. Varnado will keep him advised as to any unusual issues that may arise in connection with the Commission's duties.

I will be out of town during your meeting on December 16, 2019, but Mr. Jerome Brown will be present during that meeting to answer any questions you may have of the Commission concerning these two matters.

Thank you for your consideration and your support.

Sincerely yours,

Roman Gale, Chairman,
Civil Service Commission of Hattiesburg



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, December 17, 2019

Re: Take from the table Approval or Denial of a petition filed by G&C Funding, LLC, Owner, as required in the Land Development Code, Ord. No. 3209, to request a conditional use as a “Group Facility” as defined by the LDC for a certain property located at 912 Main Street, as per the attached case file. The Planning Commission recommended to Approve with the stipulation of a residency limit of sixteen (16) individuals, on November 6, 2019 - tabled at the November 19th meeting.
File Number: 2019-323
Minute Book #

Summary

912 Main Street – Conditional Use – Group Facility

Recommendation Statement

The Planning Commission recommended to Approve on November 6, 2019.

Please place this on the December 17, 2019 City Council meeting for consideration.

SUBJECT PARCEL: 912 Main Street

Partick Ezell, Applicant, and G&C Funding, LLC, Owner

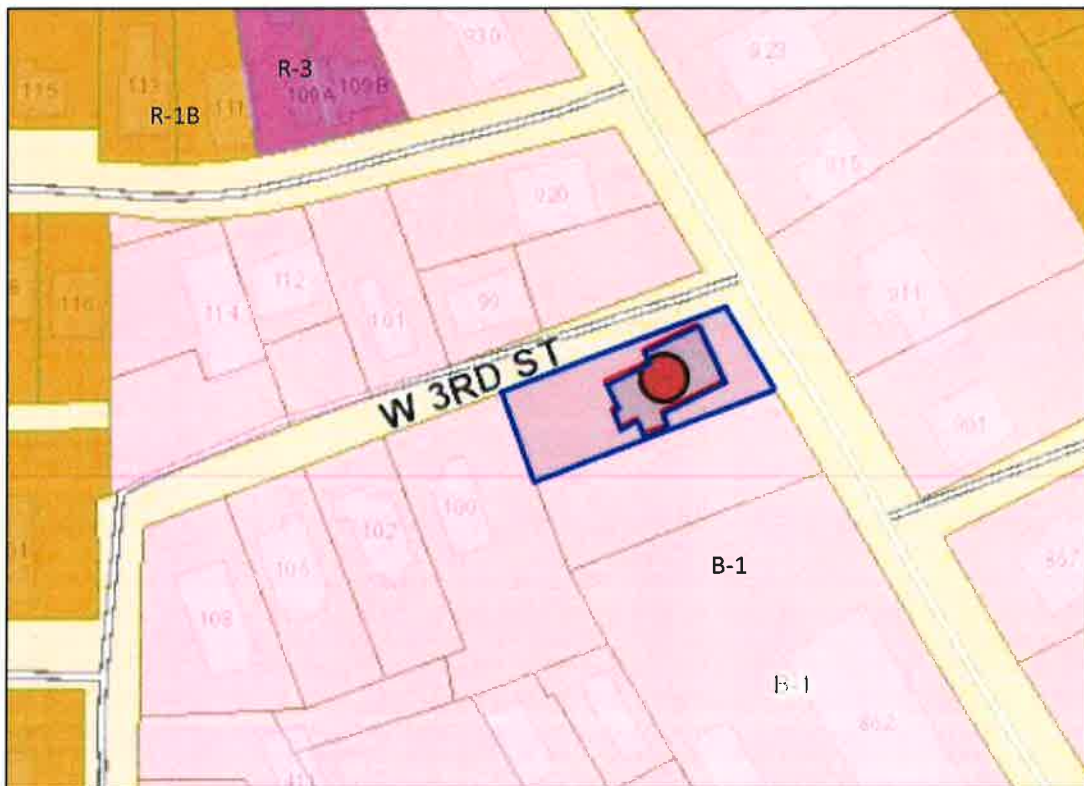
The petitioners request a Conditional Use as a as a “Group Facility (Transitional Housing for Addiction Recovery)” for B-1 zoning for a certain property located at 912 Main Street (Parcel 2-029J-10-105.00, PPIN 14571, Ward 2).



Vicinity Map—Ward 2



Zoning—B-1



Site Aerial



SURROUNDING AREA

**Northern Direction: B-1
(Professional Business) District/
Vacant Lot**



**Southern Direction: B-1
(Professional Business) District/
Vacant Lot**

**Eastern Direction B-1 (Professional
Business) District/ Residential**



**Western Direction: B-1
(Professional Business) District/
Residential**



**Planning Commission
Case Fact Sheet**

Name of Petitioner: Patrick Ezell, Applicant, and G&C Funding, LLC, Owner

Address of Properties:	Tax Parcels	PPIN:	Ward:
912 Main Street	Parcel 2-029J-10-105.00	14571	2

Request: **Conditional Use**

Purpose of Request: To consider an application for a Conditional Use as a "Group Facility (Transitional Housing for Addiction Recovery)" for B-1 zoning for a certain property located at 912 Main Street (Parcel 2-029J-10-105.00, PPIN 1457, Ward 2).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4 Zoning Districts Established

4.5.8 B-1 Professional Business District: The purpose of the B-1 District is to provide areas for professional and business offices and related activities that require separate buildings and building groups surrounded by landscaped yards and open space areas. The intent is to provide compact locations for business offices, medical and dental offices as well as suburban locations near residential neighborhoods. This district is consistent with the Downtown District in the Comprehensive Plan.

Conditional Use: 5.4.24 Group Care Center:

5.4.24.1 A group home shall be located in a structure originally constructed as and designed for a single-family dwelling which shall be the principal structure on the lot. The structure shall not be altered nor the site be used in any manner which diminishes its value as a single-family dwelling or which changes its exterior residential character.

5.4.24.2 Group care centers serving individuals who are deemed to be a danger to themselves or others must be identified by the applicant during Site Plan Review. Care centers may not serve more than 20 residents; however, in order to protect the health and safety of the community, the Planning Commission has the right to further restrict the location of facilities and the number of residents, and to require increased buffering, screening, and fencing.

Present Zoning: This parcel is currently zoned B-1 (Professional Business) District.

Present Use: Group Care Center

Future Land Use: Downtown District

**Surrounding Zoning
and Land Use:**

North: B-1 (Professional Business) District/ Vacant Lot
South: B-1 (Professional Business) District / Vacant Lot
East: B-1 (Professional Business) District / Residential
West: B-1 (Professional Business) District / Residential

**Most Nearly
Bounded By (streets):**

This parcel is accessible from the north by Mable St. and the east by Main Street. It is most nearly bounded to the west by Green Street and the south by College Street.

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case, as of October 25, 2019.

History / Background:

In September 1997, the address was approved for a Use Permit Upon Review with Stipulations by the City Council for a Group Care Facility for the Domestic Abuse Family Shelter. This was approved under the previous Land Development Code, Ord. No. 2330. Use Permits were issued to the applicant, not the property itself, and were non-transferrable.

The applicants met in Pre-Application on July 2, 2019. They were informed they would need to apply for public hearing for Conditional Use for a Group Facility. The applicants were issued a Notice of Violation by Code Enforcement on August 20, 2019 for failing to apply for public hearing for Conditional Use.

Basis for Approval:

5.4.24.1 A group home shall be located in a structure originally constructed as and designed for a single-family dwelling which shall be the principal structure on the lot. The structure shall not be altered nor the site be used in any manner which diminishes its value as a single-family dwelling or which changes its exterior residential character.

5.4.24.2 Group care centers serving individuals who are deemed to be a danger to themselves or others must be identified by the applicant during Site Plan Review. Care centers may not serve more than 20 residents; however, in order to protect the health and safety of the community, the Planning Commission has the right to further restrict the location of facilities and the number of residents, and to require increased buffering, screening, and fencing.

12.3.3.2 Additional Approval Criteria. In addition to the standards [5.4.34.], the applicant for a request for the Planning Commission to approve a use shall be required to demonstrate that his/her proposal addresses the following additional requirements, except that the Planning Commission may waive any one or more criteria that it determines are not applicable based upon the expected impact of the proposal.

- i. Determination that adequate public facilities and services will be available concurrent with the impacts of the development as evidenced by letters of sufficiency from utilities and schools and a determination by the city engineer that the available capacity of existing streets can safely provide access to the site.
- ii. The proposed development will be compatible with surrounding uses and will protect adjacent properties through the following measures:
 - Protection of privacy. The proposed plan shall provide reasonable visual and auditory privacy for all dwelling units located within and adjacent to the site. Fences, walls, barriers and / or vegetation shall be arranged to protect and enhance the property and to enhance the privacy of on-site and neighboring occupants.
 - Protection of use and enjoyment. The proposed plan shall be designed and arranged to have minimal negative impact on the use and enjoyment of adjoining property.
 - Compatible design and integration. The use meets all design criteria required by this Code that apply and is designed to integrate well both on and off site.

Conditional Use (2 pages)

12.3.3.1 Compliance Required. Uses requiring Planning Commission approval, as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section. Any application for such use must comply with all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. Where conflicts exist, the Planning Commission shall determine which criteria apply on a case by case basis.

1. Does this application meet the conditions set forth in Section 5 for the requested use? If yes, please explain.

2. Describe the affects the proposed use of utilities and facilities will have on the community.

3. Describe how the size of the site is appropriate for the proposed use.

The size of the site is appropriate because multiple men can be housed comfortably and adequately.

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? Yes

If yes, please explain:

As a group care facility housing multiple men, additional pedestrian or vehicular traffic will be generated because of the nature of the facility and the scheduling that is involved.

5. Will there be any elevation in the noise level resulting from this proposed use? NO

If yes, please explain:

6. What is the expected number of customers/employees per day? The maximum
number of residents present at a given time is 12.

7. Parking Requirements:

Commercial/Industrial: Paved parking will be provided for _____ vehicles, and
_____ ADA vehicle(s); with _____ loading spaces.

For more information please reference the Land Development Code Section 12.3.3.2.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
NOVEMBER 6, 2019**

The Hattiesburg Planning Commission did meet in a regular session on November 6, 2019 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Jeff Keyseear

Commissioners Absent: Charles Dawe
Ricardo Bryant
Kenneth Waits

Also Present: Andrew Ellard, Director Urban Development
Regina Melson, Senior Planner
Caroline Miles, Planner
Russell Archer, Historic Planner
Steve Mitchell, Building Official
Jim Gladden, Esq.

Chair Miller declared the meeting of the Hattiesburg Planning Commission open and in session at 1:00 PM.

AGENDA REVIEW

There came the matter of the November 2019 Agenda. A request was made by Chair Miller for a motion to approve the November 2019 Agenda. A motion was made to approve the November 2019 Agenda by Commissioner Hinton and seconded by Commissioner Conville.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair

Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Jeff Keyseear

Commissioners voting nay: None

MINUTES REVIEW

There came the matter of the October 2, 2019 minutes. A request for clerical corrections was made by Commissioner Ray. A request to add language to document the subcommittee meetings for the Land Development Code Text Amendments was made by Commissioner Conville. Chair Miller stated he would draft language regarding this matter and provide it to Staff for the minutes. A motion was made by Commissioner Ray to table the October 2, 2019 minutes and seconded by Commissioner Hinton.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Jeff Keyseear

Commissioners voting nay: None

REPORTS

BUILDING REPORT

There came the matter of the Building Permit Report. A report for October 2019 was provided by Steve Mitchell, Building Official.

PLANNING REPORT

There came the matter of the Planning Report by Regina Melson, Senior Planner. On October 22, the City Council voted to approve the Conditional Use for a restaurant at 208 N 38th Ave (HPC approval upheld). On October 22, the Council also set public hearing for the zoning change request for 914 Beverly Hills Rd. to appeal the Planning Commission's recommendation to Deny. On November 5, the Council voted to approve the Text Amendment for Conditional Uses (HPC approval updated) but added an additional Conditional Use for "Care Center" in I-1 zoning.

CHAIR’S REPORT

No report was given.

INTRODUCTIONS

Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Text Amendment), consider a petition filed by The City of Hattiesburg, as required in the Land Development Code, Ord. No. 3209, to amend the Land Development Code Section 5, Use Regulations and Conditions. More specifically, for the purpose of considering amendments to use types and/or an additional use type, and the policy and procedure therefore throughout the Land Development Code.

Item A primarily pertains to two letters of concern. Item A was new to the agenda and not an Old Business matter. Discussion of the letters had been tabled at the October meeting. Commissioner Conville requested that that there be a vote to remove Item A from the Table before discussion of the matter of the tabled letters.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville

Commissioners voting nay: Jeff Keysear

Commissioners abstaining: None

Chair Miller declared the Public Hearing for the Planning Commission open at 1:14 P.M. and read the rules and procedures of the hearing.

	Name	Address	City/State
<u>Presented by:</u>	Staff		
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Ray stated that the Commission needed to consider how a proposal amending “personal and professional services” in B-1 zoning would affect all of the

City rather than just the area mentioned by in the citizen’s letter.

Chair Miller stated he would like time to review the Memorandum provided by Staff and for the Commission to discuss the letters with and how an additional amendment could interact with the recently adopted text amendment.

Commissioner Keysear made a motion to lay on the table the request. Commissioner Ray seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Jeff Keysear

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B (Conditional Use), filed by Patrick Ezell, Applicant, and G&C Funding, LLC, Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as a “Group Facility (Transitional Housing for Addiction Recovery)” for B-1 zoning for a certain property located at 912 Main Street (Parcel 2-029J-10-105.00, PPIN 14571, Ward 2).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Ward Conville	P.O. Box 861	Hattiesburg, MS
<u>Proponents:</u>	Patrick Ezell	P.O. 702	Hattiesburg, MS
<u>Opponents:</u>	None		

Ward Conville stated that the facility currently houses nine men in recovery, with a live-in manager. The program works closely with the Judge Helfrich’s Drug Court program.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Keysear stated a concern regarding resident occupancy, noting the Land Development Code allows Group Facilities a maximum residency of 20 individuals. Given the setting, he stated that a resident cap should be discussed. Chair Miller reopened the Public Hearing at 1:52 PM. Mr. Conville and Mr. Ezell stated that the maximum residency that

the facility could accommodate is sixteen individuals. Chair Miller closed the Public Meeting at 1:53 PM. Commissioner Allhouse made a motion to approve the request with the stipulation of a residency limit of sixteen (16) individuals. Commissioner Hinton seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Jeff Keyseear

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item C (Planned Mixed Use- Planned Development), filed by Chase Fisher, Representative, and GCHP/Beverly Land, LLC/Village at the Beverly II, LP, Owner, as required in the Land Development Code, Ord. No. 3209, to amend the previously approved Planned Unit Development (PUD), approved under the previous Land Development Code, Ord. 2330, and instead allow for a Planned Mixed Use-Planned Development (PMU-PD) in a B-3 (Community Business) District for a portion of a certain property located at 15 Old Airport Rd. (Parcel 2-041G-27-017.00, PPIN 29647, Ward 5).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Chase Fisher	111 Brady Rd.	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Conville motion to approve the request. Commissioner Hinton seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Jeff Keyseear

Commissioners voting nay: None

Commissioners abstaining: None

BUSINESS MEETING

Chair Miller declared the Business Meeting for the Planning Commission open at 2:18 P.M.

A preliminary plat review for the District at Midtown Townhomes was presented. Daniel Jussely, Seth Miles, and Rick Sullivan presented. Commissioner Hinton made a motion to approve the plat, and Commissioner Conville seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Dick Conville
Jeff Keyseear

Commissioners voting nay: None

Commissioners abstaining: None

Having no further business, Commissioner Pickett made a motion to adjourn the meeting. The motion was seconded at Commissioner Ray. There being no further business, the meeting was adjourned at 2:32 PM.

Chair Mark Miller

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager

PUBLIC HEARING APPLICATION
P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898
 Department of Urban Development
 545-4599 or FAX (601) 545-1962

PUBLIC HEARING TYPE REQUESTED:**Application for (check all appropriate types):**

- ☐ Variance (details below) ☒ Use Permit (details below) ☐ Re-Zoning (details below)
☐ Subdividing of Lot, Parcel or Tract ☐ Overlay District
☐ Street or Alley Renaming ☐ Vacating Street or Alley
☐ Planned Unit Development ☐ Planned Residential Development

FOR VARIANCE ONLY:

Check all appropriate variance types:

- ☐ Sign ☐ Setback (front, side or rear _____) ☐ Off-site Parking
☐ Lot Width ☐ Lot Coverage Area ☐ Buffer ☐ Open Space
☐ Other _____

Land Development Code Article No. _____

Section _____

Article No. _____

Section _____

Article No. _____

Section _____

Staff
Information -
do not complete

FOR USE PERMIT UPON REVIEW ONLY:

Check Applicable Type:

- ☐ Auto Sales ☐ Barber/Beauty Shop ☐ Care Center (type _____)
☐ Digital Billboard, New ☐ Digital Billboard, Replacement ☐ Junk Yard
☐ Restaurant ☐ Telecommunications ☒ Other **TRANSITIONAL**

HOUSING / GROUP CARE

Land Development Code Article No. _____

Section _____

Staff
Information

FOR RE-ZONING ONLY:

Existing Zoning: _____

Proposed Zoning: _____

Public Hearing Contact Information Form

City of Hattiesburg - Planning Department

Note: A pre-application submittal must contain a completed Site Plan Pre-Application form and a concept plan drawn to scale.

Pre-Application Date: Click here to enter a date. Planner:
Today's Date: Click here to enter a date.
Project Name: WILDERNESS REFUGE RECOVERY MINISTRIES
Proposed Use(s): TRANSITION HOME FOR MALE RECOVERING ADDICTS
Project Street Address: 912 N MAIN ST 39401
PPIN Number(s) (If unknown, can be found on tax receipt): 014571
Parcel Number(s): 2-029J-10-105.00
Flood Zone(s): N Historic District(s): NORTH MAIN
Zoning District(s): B-1 Proposed Cost of the Project: \$ 0

Project Representative Information

Project Representative and Title: ☒ Applicant ☐ Property Owner ☒ Representative ☐ Agent ☐ Contractor

☐ Architect ☐ Engineer ☐ Other (Specify):

Name: PATRICK EZELL

Company Name: WILDERNESS REFUGE RECOVERY MINISTRIES

Phone: 601-408-2704

Fax:

Email: WILDERNESSREFUGEMINISTRIES@GMAIL

Mailing Address: P.O. Box 502 HATTIESBURG, MS 39403

Name: G & C Funding, LLC

☐ Applicant ☒ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer ☐ Other (Specify):

Phone: 601-466-2625

Fax: 601-584-8617

Email: ward@megagate.com

Mailing Address: PO Box 681, Hattiesburg, MS 39403

Name:

☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer ☐ Other (Specify):

Phone:

Fax:

Email:

Mailing Address:

WITNESS THE SIGNATURES of the OWNER(s) of the subject property located at

912 N MAIN ST HATTIESBURG MS
Street Address City State

on this the 26th day of August, 2019.

In the matter of this request, the property owner further authorizes the following named person to represent them at the public hearing on this petition.

Patrick Ezell

on this the 26th day of August, 2019.

J. Ward Conville
Property Owner

J. Ward Conville for/as Manager
Property Owner of GIC Funding, LLC

STATE OF MS

COUNTY OF Forrest

Personally came and appeared before me, the within named

J. Ward Conville, as manager of GIC Funding, LLC

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 26th day of August, 2019.

J. Henry A. Phoney
NOTARY PUBLIC

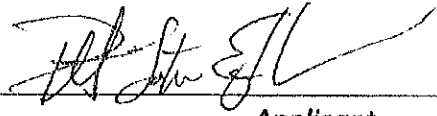
My Commission Expires:

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION,
ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at

912 N MAIN ST HATTIESBURG MS
Street Address City State

on this the 25th day of August, 2019.


Applicant

Applicant

STATE OF MISSISSIPPI

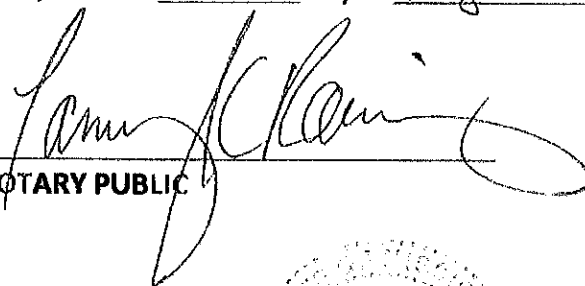
COUNTY OF FORREST

Personally came and appeared before me, the within named

Patrick Latham Ezell

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 25th day of August, 2019.


NOTARY PUBLIC

My Commission Expires:

August 30, 2022



Conditional Use (2 pages)

12.3.3.1 Compliance Required. Uses requiring Planning Commission approval, as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section. Any application for such use must comply with all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. Where conflicts exist, the Planning Commission shall determine which criteria apply on a case by case basis.

1. Does this application meet the conditions set forth in Section 5 for the requested use? If yes, please explain.

Yes the application meets the conditions of 5.422.

2. Describe the affects the proposed use of utilities and facilities will have on the community.

It will have a positive affect in that the facility will assist post-rehab men transition into productive members of our community

3. Describe how the size of the site is appropriate for the proposed use.

The size of the site is appropriate because multiple men can be housed comfortably and adequately.

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? Yes

If yes, please explain:

As a group care facility housing multiple men, additional pedestrian or vehicular traffic will be generated because of the nature of the facility and the scheduling that is involved.

5. Will there be any elevation in the noise level resulting from this proposed use? NO

If yes, please explain:

6. What is the expected number of customers/employees per day? The maximum
number of residents present at a given time is 12.

7. Parking Requirements:

Commercial/Industrial: ~~Paved~~ parking will be provided for 8 vehicles, and
1 ADA vehicle(s); with _____ loading spaces.

For more information please reference the Land Development Code Section 12.3.3.2.

P.O. Box 16658
Hattiesburg, MS 39404
Tax ID#45-4455154

Invoice

Date	Invoice #
12/17/2019	6618

Bill To
City of Hattiesburg 200 Forest ST Hattiesburg, MS 39403

Description	Amount
Services rendered Greely Street/PPIN#22090 Hattiesburg, MS Client: Ann Jones	525.00
Total	\$525.00



APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

715 Greely Street
Hattiesburg, MS 39401

for

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS
39403

as of

December 14, 2019

by

Becky Ladd
P. O. Box 16658
Hattiesburg, MS 39404

Ladd Appraisal Services, LLC

Ladd Appraisal Services, LLC
P. O. Box 16658
Hattiesburg, MS 39404
601-261-0343

December 17, 2019

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS
39403

Property -	715 Greely Street
	Hattiesburg, MS 39401
Client -	City of Hattiesburg
File No. -	715greely
Case No. -	Intended User Only

Dear Ms. Jones:

In accordance with your request, I have prepared an appraisal of the real property located at 715 Greely Street, Hattiesburg, MS.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of December 14, 2019 is :

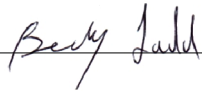
\$1,500

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Ladd Appraisal Services, LLC



Becky Ladd
MS License #LA-456

Intended User Only
File No.715greely

LAND APPRAISAL REPORT

IDENTIFICATION

Owner Jacob Edwards

Census Tract 5

Map Reference NA

Property Address 715 Greely Street

City Hattiesburg

County Forrest

State MS

Zip Code 39401

Legal Description Lot 5 Blk 6 McInnis, Mitchell, & Longre

Sale Price \$NA

Date of Sale NA

Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD

Actual Real Estate Taxes \$32.81

(yr.)

Client City of Hattiesburg

Address 200 Forrest Street, Hattiesburg, MS, 39403

Occupant None

Appraiser Becky Ladd

Instructions to Appraiser Opinion of market value

Intended User: City of Hattiesburg

Intended Use:

NEIGHBORHOOD

Location

☒ Urban

☐ Suburban

☐ Rural

Built Up

☐ Over 75%

☒ 25% to 75%

☐ Under 25%

Growth Rate

☐ Fully Dev.

☐ Rapid

☐ Steady

☒ Slow

Property Values

☐ Increasing

☐ Stable

☒ Declining

Demand/Supply

☐ Shortage

☐ In Balance

☒ Over Supply

Marketing Time

☐ Under 3 Mos.

☐ 4-6 Mos.

☒ Over 6 Mos.

Present Land Use

65 % 1 Family

5 % 2-4 Fam

5 % Apts.

5 % Condo

5 % Commercial

100.000000

5 % Industrial

5 % Vacant

5 %

Change in Present Land Use

☒ Not Likely

☐ Likely (*)

☐ Taking Place (*)

(*) From

To

Predominant Occupancy

☒ Owner

☐ Tenant

15 % Vacant

Single Family Price Range

\$ 2,000

to \$ 150,000

Predominant Value \$ 65,000

Single Family Age

5 yrs. to

125 yrs.

Predominant Age 75 yrs.

Employment Stability

Good

Avg.

Fair

Poor

☐

☒

☐

☐

Convenience to Employment

☐

☒

☐

☐

Convenience to Shopping

☐

☒

☐

☐

Convenience to Schools

☐

☒

☐

☐

Adequacy of Public Transportation

☐

☒

☐

☐

Recreational Facilities

☐

☒

☐

☐

Adequacy of Utilities

☐

☒

☐

☐

Property Compatibility

☐

☒

☐

☐

Protection from Detrimental Conditions

☐

☐

☒

☐

Police and Fire Protection

☐

☒

☐

☐

General Appearance of Properties

☐

☐

☐

☐

Appeal to Market

☐

☐

☐

☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise)

The subject is located in southeast Hattiesburg. Homes in the area vary in age, quality, condition, and levels of maintenance. This area was hit by a tornado a few years ago. Many homes were destroyed. There are other homes that are vacant or in poor repair.

SITE

Dimensions 50x90

= 4500 sq. ft.

☐ Corner Lot

Zoning Classification Single Family Residential

Present improvements ☐ do ☐ do not conform to zoning regulations

Highest and best use:

☐ Present use

☐ Other (specify)

Public

☒

Other (Describe)

Elec.

☒

Gas

☒

Water

☒

San. Sewer

☒

☐ Underground Elect. & Tel.

OFF SITE IMPROVEMENTS

Street Access:

☒ Public

☐ Private

Surface

Asphalt paved

Maintenance:

☒ Public

☐ Private

☐ Storm Sewer

☐ Curb/Gutter

☐ Sidewalk

☐ Street Lights

Topo Generally level

Size Typical

Shape Rectangular

View Vacant lot

Drainage Appears adequate/Flood zone

Is the property located in a HUD Identified Special Flood Hazard Area?

☐ No

☒ Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions)

No adverse easements or encroachments are noted. No survey has been provided. This property is located in the flood zone. New construction would have to be above the flood plain. There has recently been some site work done on this property. See Photo.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

For the Market Data Analysis ☒ See grid below. ☐ See narrative attachment.

ITEM	Subject Property	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	715 Greely Street Hattiesburg, MS 39401	0 South Chancellor Hattiesburg, MS 39401		0 Douglas Street Hattiesburg, MS 39401		1315 North Main Street Hattiesburg, MS 39401	
Proximity to Subj.		2.90 miles S		2.82 miles S		1.80 miles NW	
Sales Price	\$ NA		\$ 4,500		\$ 6,500		\$ 4,900
Price	\$		\$		\$		\$
Data Source		MLS#106748		MLS#106749		MLS#109999	
Date of Sale and Time Adjustment	DESCRIPTION NA	DESCRIPTION 12/06/2016	+ (-) \$ Adjustment	DESCRIPTION 12/06/2016	+ (-) \$ Adjustment	DESCRIPTION 01/19/2018	+ (-) \$ Adjustment
Location	Flood Zone/Urban	Urban	-1,500	Urban	-1,500	Urban	-1,500
Site/View	Street/Avg	Street/Avg		Street/Avg		Street/Avg	
Site Area	4500 sq. ft.	16200 sf	-1,500	21,600 sf	-2,500	16560 sf	-1,500
	Generally level	Generally level		Generally level		Generally level	
Sales or Financing Concessions							
Net Adj. (Total)		☐ Plus ☒ Minus \$	-3,000	☐ Plus ☒ Minus \$	-4,000	☐ Plus ☒ Minus \$	-3,000
Indicated Value of Subject		Gross 66.7%		Gross 61.5%		Gross 61.2%	
		Net -66.7%	\$ 1,500	Net -61.5%	\$ 2,500	Net -61.2%	\$ 1,900

RECONCILIATION

Comments on Market Data:

Market activity is somewhat limited in the subject neighborhood. I have include a 4th comp that is located in the flood zone. However, it is an older sale.

Comments and Conditions of Appraisal:

This appraisal has been done in "as-is" condition. No mineral rights have been considered.

Final Reconciliation:

The sales comparison approach has been relied on for the opinion of value.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF

December 14

, 2019

to be \$1,500

Ladd Appraisal Services, LLC

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

APPRAISER’S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
21. If this appraisal report was transmitted as an “electronic record” containing my “electronic signature,” as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER’S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- 1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
- 4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- 5. If this appraisal report was transmitted as an “electronic record” containing my “electronic signature,” as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature _____
Name Becky Ladd
Company Name Ladd Appraisal Services, LLC
Company Address P. O. Box 16658
Hattiesburg, MS 39404
Telephone Number 601-261-0343
Email Address beckyladdapprais@bellsouth.net
Date of Signature and Report December 17, 2019
Effective Date of Appraisal December 14, 2019
State Certification # _____
or State License # LA-456
or Other _____ State # _____
State MS
Expiration Date of Certification or License 11/30/2021

ADDRESS OF PROPERTY APPRAISED
715 Greely Street
Hattiesburg, MS 39401
APPRAISED VALUE OF SUBJECT PROPERTY \$ 1,500
CLIENT
Name Ms. Ann Jones
Company Name City of Hattiesburg
Company Address 200 Forrest Street
Hattiesburg, MS 39403
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____

Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
- ☐ Did inspect exterior of subject property from street
Date of Inspection _____
- ☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
- ☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

ADDITIONAL COMPARABLES

Intended User City of Hattiesburg

Property Address 715 Greely Street

City **Hattiesburg** County **Forrest** State **MS** Zip Code **39401**

Client City of Hattiesburg

MARKET DATA ANALYSIS	ITEM	Subject Property	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
	Address	715 Greely Street Hattiesburg, MS 39401	1504 East Hardy Street Hattiesburg, MS 39401					
	Proximity to Subj.		0.66 miles NE					
	Sales Price	\$ NA		\$ 1,000		\$		\$
	Price	\$		\$		\$		\$
	Data Source		MLS#84531					
	Date of Sale and Time Adjustment	DESCRIPTION NA	DESCRIPTION 02/01/2012	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment
	Location	Flood Zone/Urban	Flood Zone/Urban					
	Site/View	Street/Avg	Street/Avg					
	Site Area	4500 sq. ft.	8400 sf/Eq					
		Generally level	Similar					
	Sales or Financing Concessions							
	Net Adj. (Total)		☐ Plus ☐ Minus \$		☐ Plus ☐ Minus \$		☐ Plus ☐ Minus \$	
Indicated Value of Subject		Gross 0.0% Net 0.0% \$ 1,000		\$		\$		

Comments on Market Data Analysis

SITE PLAN

Intended User	City of Hattiesburg				
Property Address	715 Greely Street				
City	Hattiesburg	County	Forrest	State	MS
				Zip Code	39401
Client	City of Hattiesburg				

Print

Page 1 of 1



Forrest County, MS

Forrest County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Forrest County Land Records GIS and is maintained for the internal use of the County. The County of Forrest and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Forrest County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.

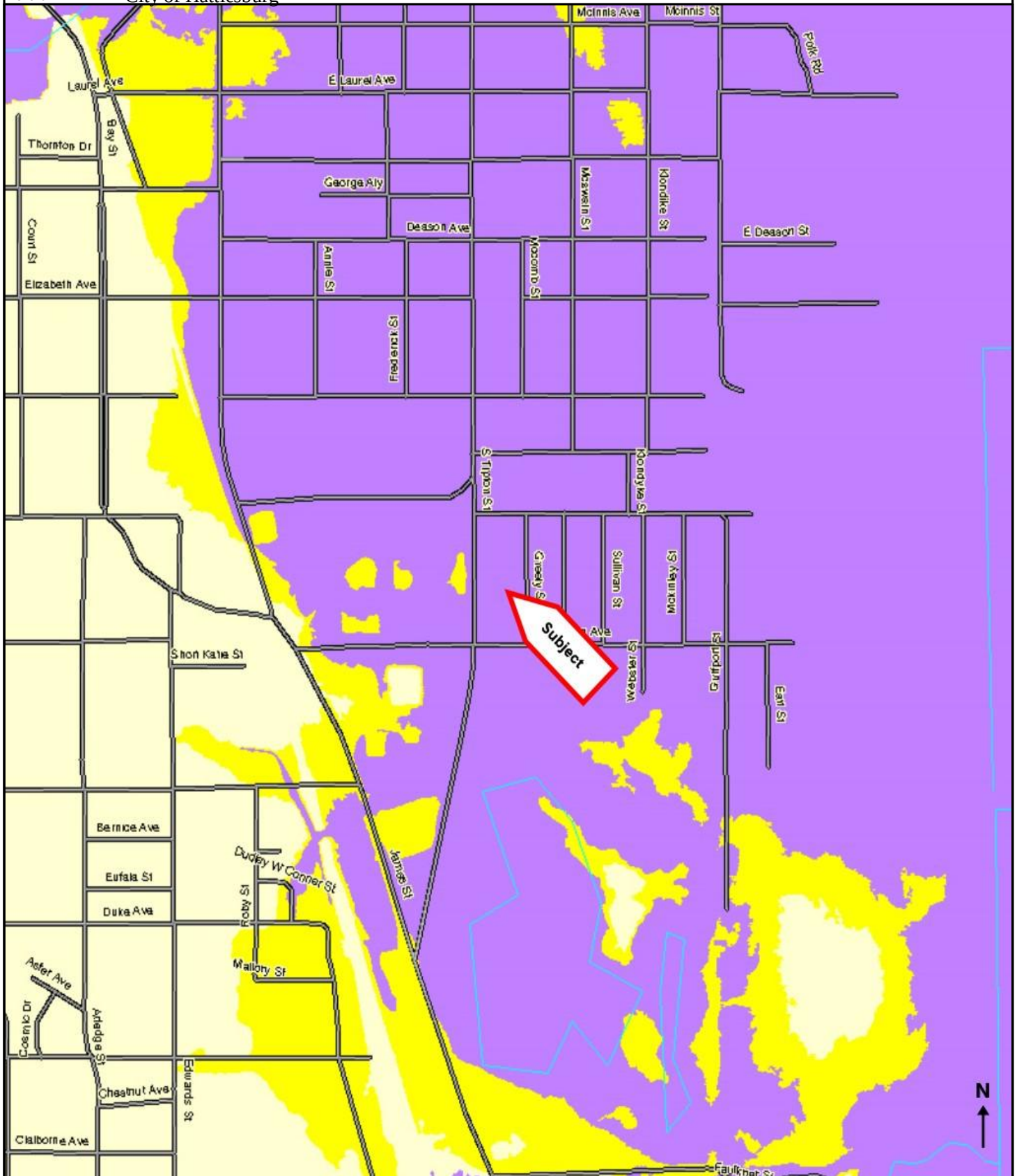


Forrest County Tax Assessor/Collector
601 Main St
Hattiesburg, MS 39401
(601) 582-8228

PPIN:	22090
PARCEL_ID:	2-037D-14-158.00
OWNERNAME:	EDWARDS JACOB
ADDRESS1:	715 GREELY STREET
ADDRESS2:	
CITY:	HATTIESBURG
STATE:	MS
ZIP:	394010000
SECTION:	14
TOWNSHIP:	04N
RANGE:	13W
LEGAL1:	LT 5 BLK 6 PREV #:H0656-06-005
LEGAL2:	
LEGAL3:	
TAX_DIST:	1110
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	1200
CULT_VAL2:	0
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	1200
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	1200
EXEMPT_COD:	0
HOMESTEAD:	
DEED_BOOK:	
DEED_PAGE:	
DEED_DATE:	
SITUS_ADDR:	715 GREELY STREET

FLOOD MAP

Intended User	City of Hattiesburg				
Property Address	715 Greely Street				
City	Hattiesburg	County	Forrest	State	MS
				Zip Code	39401
Client	City of Hattiesburg				



Flood Zones

- | | | | |
|---|---|---|--|
|  | Areas inundated by 500-year flooding |  | Floodway areas |
|  | Areas outside of the 100- and 500-year flood plains |  | Floodway areas with velocity hazard |
|  | Areas inundated by 100-year flooding |  | Areas of undetermined but possible flood hazards |
|  | Areas inundated by 100-year flooding with velocity hazard |  | Areas not mapped on any published FIRM |

Flood Zone Determination

Latitude: 31.316451

Longitude: -89.279410

Community Name:
HATTIESBURG, CITY OF

Community: 280053

SFHA (Flood Zone): Yes

Within 250 ft. of multiple flood zones: Yes

Zone: AE

Map #: 28035C0109E

Panel: 0109E

Panel Date: 03/16/2015

FIPS Code: 28035

Census Tract: 5

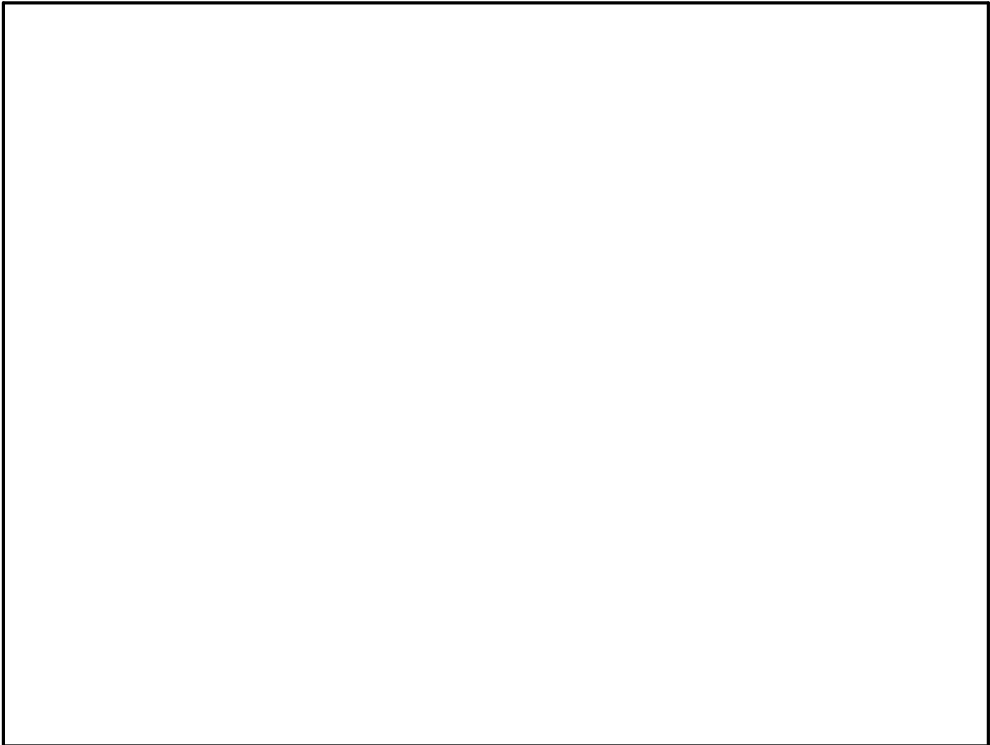
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PHOTOGRAPH ADDENDUM

Intended User	City of Hattiesburg				
Property Address	715 Greely Street				
City	Hattiesburg	County	Forrest	State	MS
				Zip Code	39401
Client	City of Hattiesburg				



FRONT VIEW OF
SUBJECT PROPERTY



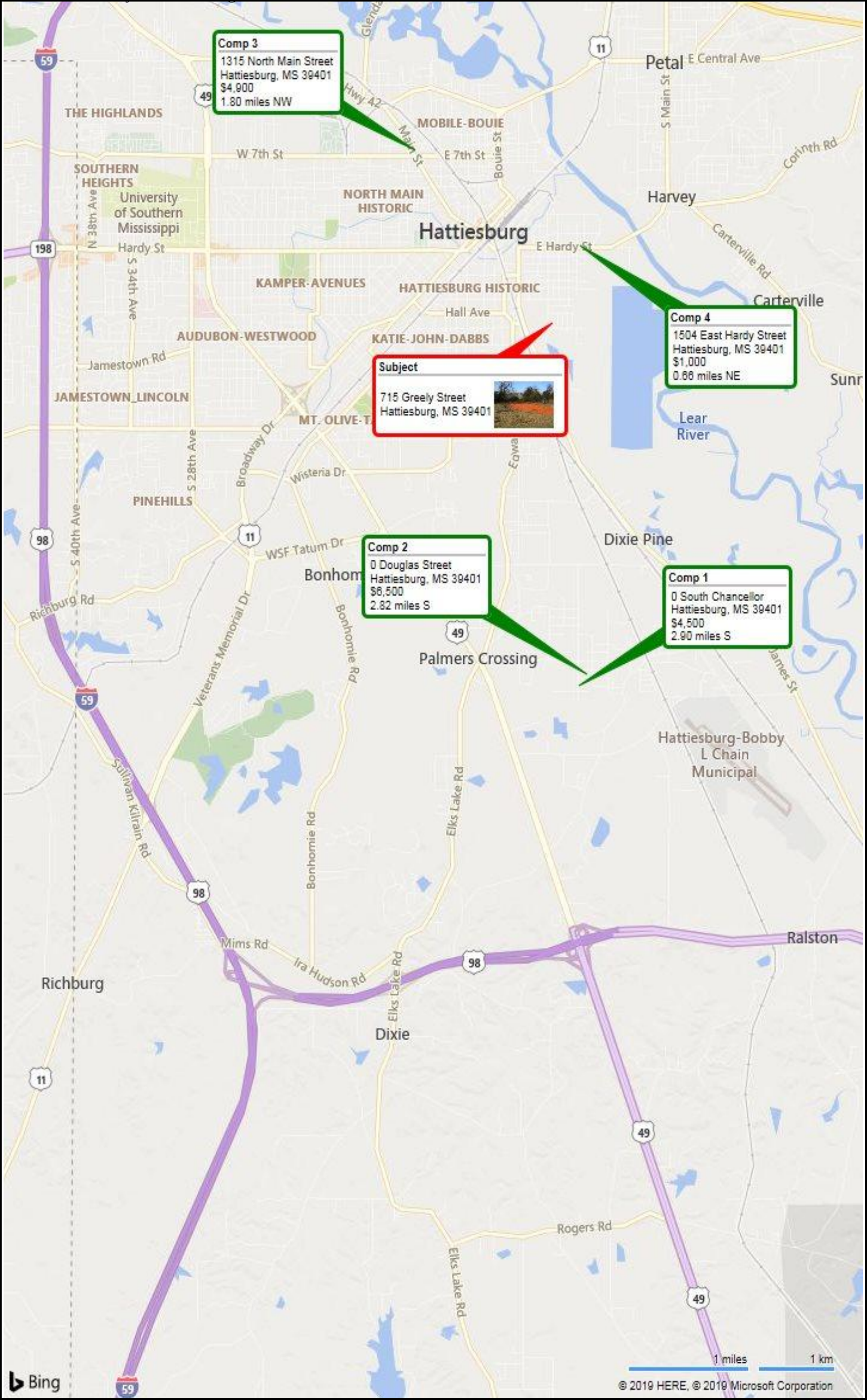
REAR VIEW OF
SUBJECT PROPERTY

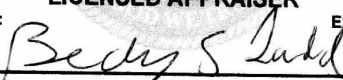


STREET SCENE OF
SUBJECT PROPERTY

Location Map

Intended User	City of Hattiesburg				
Property Address	715 Greely Street				
City	Hattiesburg	County	Forrest	State	MS
				Zip Code	39401
Client	City of Hattiesburg				



State of Mississippi	
MISSISSIPPI REAL ESTATE APPRAISER LICENSING AND CERTIFICATION BOARD	
LICENSE # : LA-456	STATUS: ACTIVE
BECKY S LADD	
HAS BEEN GRANTED A LICENSE AS A LICENSED APPRAISER	
Effective Date: 12/01/2019	Expiration Date: 11/30/2021
	
SIGNATURE OF LICENSEE	
Robert E. Praytor, Administrator	

APPRAISAL REPORT

**Vacant Lot; (PPIN No. 22090)
Located at 715 Greely Street,
Hattiesburg, Forrest County, Mississippi 39401**



Prepared For:

City of Hattiesburg

Requested By:

**Ms. Ann Jones,
Chief Administrative Officer**

As Of:

December 12th, 2019



LOCATION MAP

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ADDENDA

Subject Exhibits

Engagement Letter

Qualifications of Appraisers

City of Hattiesburg

December 17th, 2019

City of Hattiesburg
c/o Ms. Ann Jones,
Chief Administrative Officer

Re: Appraisal of a vacant parcel of land identified as PPIN No. 22090 located at 715 Greely Street,
Hattiesburg, Forrest County, Mississippi 39401

Dear Ms. Jones:

Thank you for the opportunity to provide appraisal services. Based on our agreement, I have performed an appraisal and reported our findings in this Appraisal Report. This report is intended to comply with the reporting requirements under Standards Rule 2.2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP 2018-2019 edition).

REAL ESTATE MARKET VALUE			
Appraisal Condition	Interest Appraised	Effective Date of Value	Market Value
"As Is"	Fee Simple Estate	December 12 th , 2019	\$1,800

The following report sets out my reasoning, methodology, and conclusions. It has been prepared in accordance with the appraisal standards and procedures as currently promulgated by the Appraisal Standards Board of the Appraisal Foundation (USPAP 2018-2019 Edition). The report is also prepared in accordance with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.

I strive to present the most timely market data with pertinent analytical methods reflective of current market participants. Nonetheless, we are receptive to suggestions of methodology, presentation or other concerns about this report. I appreciate this opportunity to provide service and look forward to providing appraisal or consulting services for the City of Hattiesburg in the future.

Respectfully submitted,



Zachary H. Fairley
State Licensed Real Estate Appraiser,
#LA-1868

Summary of Salient Facts and Conclusions	
Property Name	Vacant Land
Property Address	715 Greely Street Hattiesburg, Forrest County, Mississippi 39401
Property Location	The property is located in the eastern portion of Hattiesburg in the McInnis, Mitchell, & Longre Subdivision.
Property Tax Identification Number(s)	2-037D-14-158.00
Owner of Record	Jacob Edwards
Date of the Report	December 17 th , 2019
Effective Date of the Appraisal	December 12 th , 2019
Property Rights Appraised	Fee Simple
Land Area	50' x 90' or 4,500 Square Feet, More or Less The site size was obtained from the Forrest County Tax Assessor's records, and considered to be accurate. A survey of the property was not provided. If a survey is provided indicating a different acreage, we reserve the right to alter our value.
Zoning Designation	R-1C; Single-family Residential
Highest and Best Use As Vacant	Single-family Residential
Estimated Exposure Time and Marketing Period	12-18 Months
Property Rights Appraised	Fee Simple
Current Use	Vacant Land
Market Value Conclusions	"As Is"
Sales Comparison Approach	\$1,800
Final Value Conclusion	\$1,800

Purpose of the Appraisal

The purpose of this appraisal is to develop an opinion of the market value as is of the fee simple interest in the property as of the effective appraisal date, December 12, 2019.

Intended Use/Client and Intended User(s)

The intended use of this report is for negotiating the potential purchase by the client and/or participants. It is our understanding that the client and intended user of the report is the City of Hattiesburg. The appraisal is not intended for any other use or user. The definition of market value relied upon is included before the Addenda.

Competency of the Appraisers

The appraisers' specific qualifications are included within this report. These qualifications serve as evidence of their competence for the completion of this appraisal assignment in compliance with the competency provision in USPAP. The appraisers' knowledge and experience, combined with their professional qualifications, are commensurate with the complexity of this assignment. The appraiser has

previously provided consultation and value opinion for properties similar to the subject in Hattiesburg, Mississippi and the regional area.

Interest Appraised

- **Fee Simple Interest** is absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Effective Date of Value

December 12th, 2019

Date of Report

December 17th, 2019

Scope of Work

Scope of work is the most critical decision an appraiser will make in performing an assignment. Solving an appraisal problem involves three steps:

1. Identifying the problem
2. Determining the solution (or scope of work)
3. Applying the solution

None of the three steps can be omitted, and each must be performed in order. To analyze the problem, the appraiser identifies seven key assignment elements: (1) client, (2) intended users in addition to the client, (3) intended use, (4) objective of the appraisal, or type of value and its definition, (5) effective date, (6) property characteristics that are relevant to the assignment such as the interest to be valued and physical and legal characteristics), and (7) assignment conditions such as hypothetical conditions, extraordinary assumptions, and other requirements. These elements provide the framework for the assignment and allow the appraiser to identify the problem to be solved.

The second step is to determine the scope of work to solve the problem. Scope of work encompasses all aspects of the valuation process, including which approaches to value will be used; how much data is to be gathered, from what sources, from which geographic area, and over what time period; the extent of the data verification process; and the extent of property inspection, if any. The scope of work decision is appropriate when it allows the appraiser to arrive at credible assignment results and is consistent with the expectations of similar clients and the work that would be performed by the appraiser's peers in a similar situation.

Source: *Appraisal of Real Estate 14th Edition*

Inspection

The subject property was inspected by Zac Fairley on December 12, 2019. The readily accessible areas of the site were walked by the appraiser. Photographs were taken to document this and will be available later in the report. The surrounding neighborhood and area was also inspected on this day as well.

I am not an engineer and are not competent to judge matters of an engineering nature, nor have I retained independent structural, mechanical, electrical, or civil engineers in connection with the report. As such, I make no representations relative to the condition of the improvements, if any exist. Unless otherwise

noted in the report, no problems were brought to the attention of the appraiser by the client or property owner.

If questions regarding engineering studies are critical to the decision process of the reader, the advice of competent engineering consultants should be obtained and relied upon.

Data Research

The type and extent of my research and analysis is detailed in individual sections of the report. This includes the steps took to verify comparable sales, which are disclosed in the comparable sale profile sheets in the report. Although we make an effort to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Legal Description

A parcel of land identified as Lot 5, Block 6, in the McInnis Mitchell & Longre Subdivision, in Section 14, Township 4 North, Range 13 West, Forrest County, Mississippi. We have provided a copy of the legal description in the Site Description of this report.

Property History/Ownership

The property has been owned in excess of three years by Jacob Edwards. This conveyance is recorded in Deed Book 1190, Page 698. We are not aware of any conveyances in ownership in the last three years.

To the best of my knowledge, the property is not currently listed for sale nor is it under contract or option to purchase.

Taxes and Assessments

ASSESSMENT INFORMATION - Forrest COUNTY						
PPIN #	Land Size	Land Assessment		Improvement Assessment		Total Assessment
22090	50'x90'	\$1,200	100%	0	0%	\$180

TAX INFORMATION - Forrest COUNTY				
County	City	School	Total	Taxes Paid
\$11.71	\$9.56	\$11.54	\$32.81	\$0.00

Definition of Market Value¹

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

¹ Definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC and in the Interagency Appraisal and Evaluation Guidelines, dated December 2, 2010.

Marketing Time

The reasonable marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded Market Value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. In this instance, we have determined a 12-18 month marketing time for the subject.

Exposure Time

Reasonable exposure time is one of a series of conditions in most Market Value definitions. Exposure time is always presumed to precede the effective date of the appraisal.

Exposure time may be defined as follows: the length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at Market Value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Exposure time is different for various types of property and under various market conditions. It is noted that the overall concept of reasonable exposure encompasses not only adequate, sufficient, and reasonable time but also adequate, sufficient, and reasonable effort. This statement focuses on the time component.

The fact that exposure time is always presumed to occur prior to the effective date of the appraisal is substantiated by related facts in the appraisal process: supply/demand conditions as of the effective date of the appraisal; the use of current cost information; the analysis of historical sales information (sold after exposure and after completion of negotiations between the seller and buyer); and the analysis of future income expectancy projected from the effective date of the appraisal.

Source: Standards 6 (SMT-6) *Uniform Standards of Professional Appraisal Practice*, 2010-2011 Edition, published by the Appraisal Standards Board of the Appraisal Foundation

Exposure period can be based on statistical information about days on market; information gathered through sales verification and interviews of market participants. In this instance, we have determined a 12-18 month exposure time for the subject.

The Market Value of the property appraised in this report is determined as of the date shown in the Certification. Constantly changing economic conditions have varying effects upon real property values. Even after the passage of a relatively short period of time, property values may change substantially.

Extraordinary Assumption

An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

The definition of "extraordinary assumption" builds upon the definition of "assumption". Therefore, the first thing to acknowledge with regard to an extraordinary assumption is that we really believe an extraordinary assumption to be true. Second, we acknowledge that if we found that the extraordinary assumption was actually not true, then our value opinion could be impacted or changed as a result. This is what makes it extraordinary, because it is so relevant to our appraisal or value opinion. Therefore SR 2-1(a) requires that all extraordinary assumptions be disclosed, so that everyone knows that the value opinion depends upon the extraordinary assumption being true.

Hypothetical Condition

That which is contrary to what exists but is supposed for the purpose of analysis.

Extraordinary Assumptions Compared to Hypothetical Conditions

The best way to distinguish between an extraordinary assumption and a hypothetical condition is, if as of the date of value, the condition in question is known to be false; then it is a hypothetical condition. If, as the date of value, the fact of the condition is unknown and it is reasonable to believe that the condition is true, then the condition is an extraordinary assumption.

Comment: Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

No extraordinary assumptions or hypothetical conditions were made part of this report.

Regional Description

AREA ANALYSIS

LOCATION:

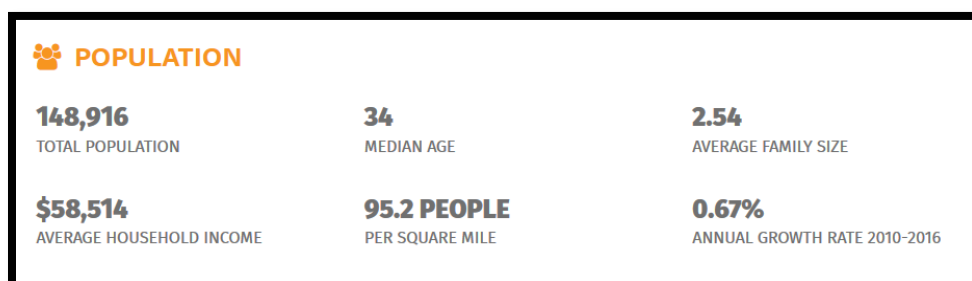
Hattiesburg is centrally located to several major markets, thus its nickname the “Hub City.” These markets include:

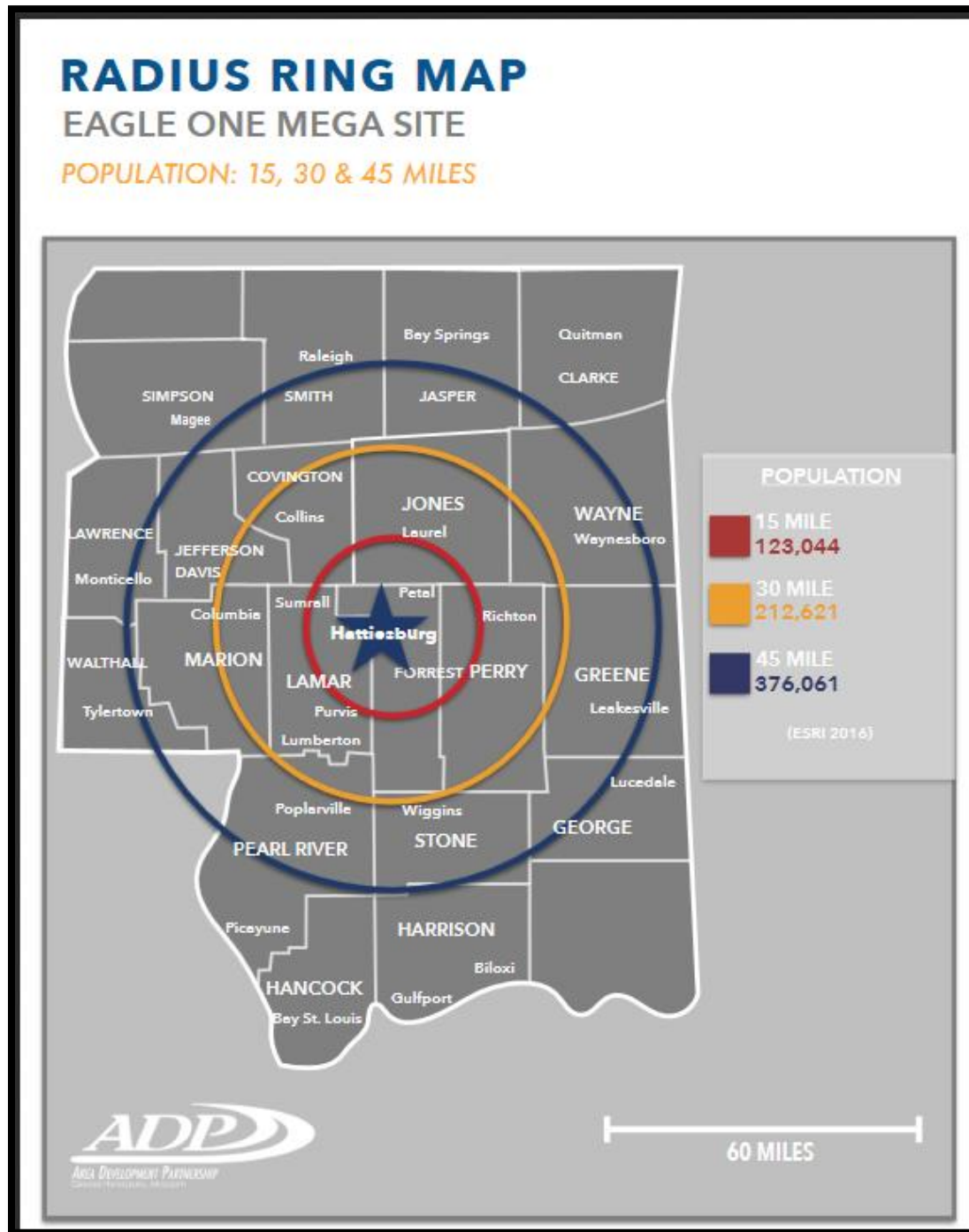


POPULATION:

The following statistics are available from the US Census Bureau. Historical population statistics for the area are summarized as follows:

The chart exhibits the trend in population for the region from 1990 to 2010(2006 for Forrester and Lamar Counties). The Hattiesburg MSA has seen above average growth since 1990.





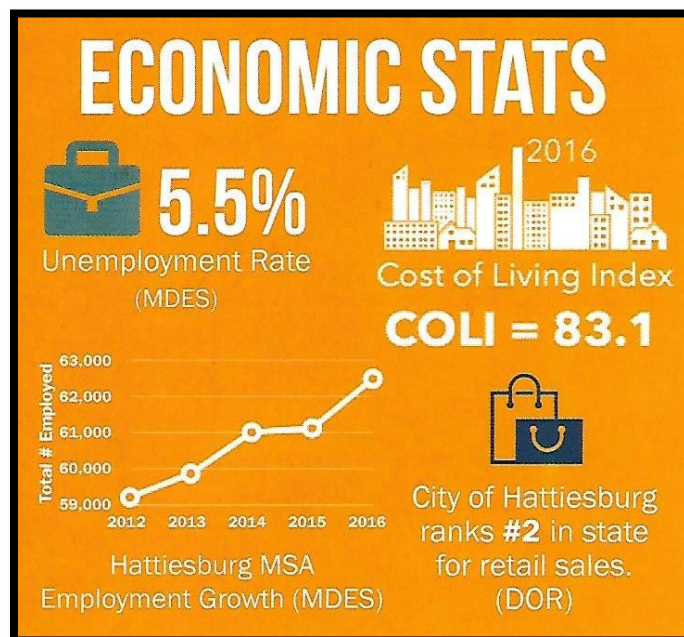
BUSINESS AND INDUSTRY:

There are approximately 92 manufacturing firms in the county, employing 5,300 workers. Hattiesburg has a fully-developed industrial park with 325 available spaces.

The agriculture income for the county averages \$20 million annually. Forestry is the county's largest agri-business, producing about \$8 million in sales. Tables of the largest manufactures and employers are shown below.

 TOP EMPLOYERS	
MANUFACTURING/DISTRIBUTION EMPLOYERS	
EMPLOYER	# OF EMPLOYEES
Mar-jac Poultry	861
Channel Control Merchants	688
Kohler Engines	400
Georgia Pacific, Leaf River Cellulose	300
Hood Industries – Beaumont	200
Johnson Controls Company	200
Mississippi Tank	192
Borden	175
Select Product Group	148
Stion	125
Hattiesburg Coca-Cola	125
Resinall	115
Western Contalner	114

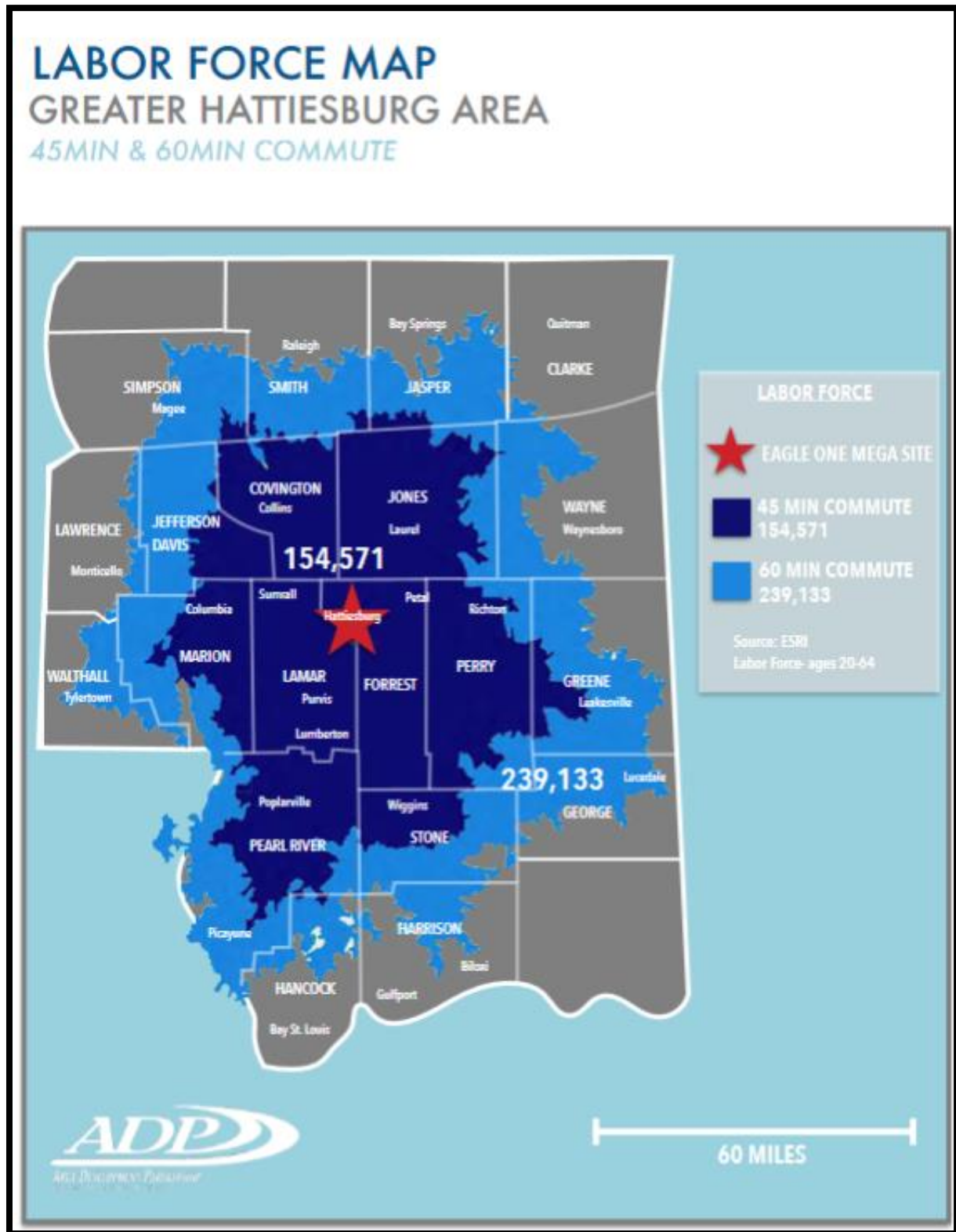
SERVICE EMPLOYERS	
EMPLOYER	# OF EMPLOYEES
Forrest General Hospital	3151
University of Southern Mississippi	2300
Hattiesburg Clinic	2218
Camp Shelby	2200
Lamar County School District	1300
Merit Health Wesley	1222
General Dynamics Information Technology (GDIT)	1000+
Hattiesburg Public School	750
City of Hattiesburg	717
Petal School District	535
South Mississippi EPA	400
William Carey University	370
Regions Bank	329



ECONOMIC BASE

Hattiesburg, also known as the “Hub City,” is within 100 miles of the state capital, Jackson, as well as the Gulf Coast, New Orleans, LA, and Mobile, AL. The greater Hattiesburg area is the educational, retail, military, and medical center for more than a quarter of a million people throughout southeast Mississippi. Hattiesburg MSA is the site of numerous small and several large corporations. The largest employers in terms of total employment in Hattiesburg MSA are summarized in the chart below.





GROWTH

The ADP (Area Development Partnership) has recently secured options on a 2,222 acre mega-site. This large industrial site is the first of its kind in South Mississippi. The site has 2.8 miles of frontage along I-59 and 1.2 miles of frontage along Hwy 11. Hattiesburg has recently been named one of the 50 fastest growing metro areas in America. This new site provides for an increased growth in business development and employment.

SOUTH MISSISSIPPI'S PREMIER MEGA SITE

- Over **2200 acres** available for development
- Approximately **3 miles** of frontage on Interstate 59
- Over **1 mile** of frontage on U.S. Highway 11
- **All Technical Due Diligence** completed
- Conceptual plan shows **>8M sq. ft.** under roof
- Rail service provided by **Norfolk Southern**



DISTRICT AT MIDTOWN

Mixed Use Development under construction

\$34M

290 Jobs





13 Business Retention & Expansion Projects



4 Local Industry Luncheons



4 Realtor Roundtable Luncheons



20 Projects Worked



1 Legislative Dinner



7 Business Recruitment Missions

ANNOUNCED PROJECTS

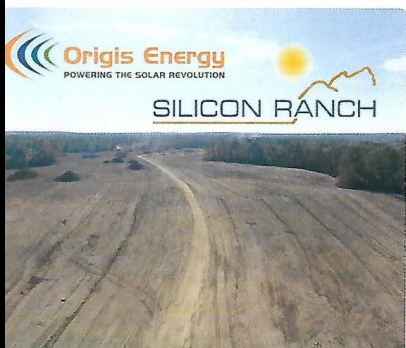
\$280+
Million
in capital investment



1,100+
full-time jobs



Investing **\$120M** &
creating **260 jobs**



\$200M
in green solar energy
under construction

ECONOMIC DEVELOPMENT

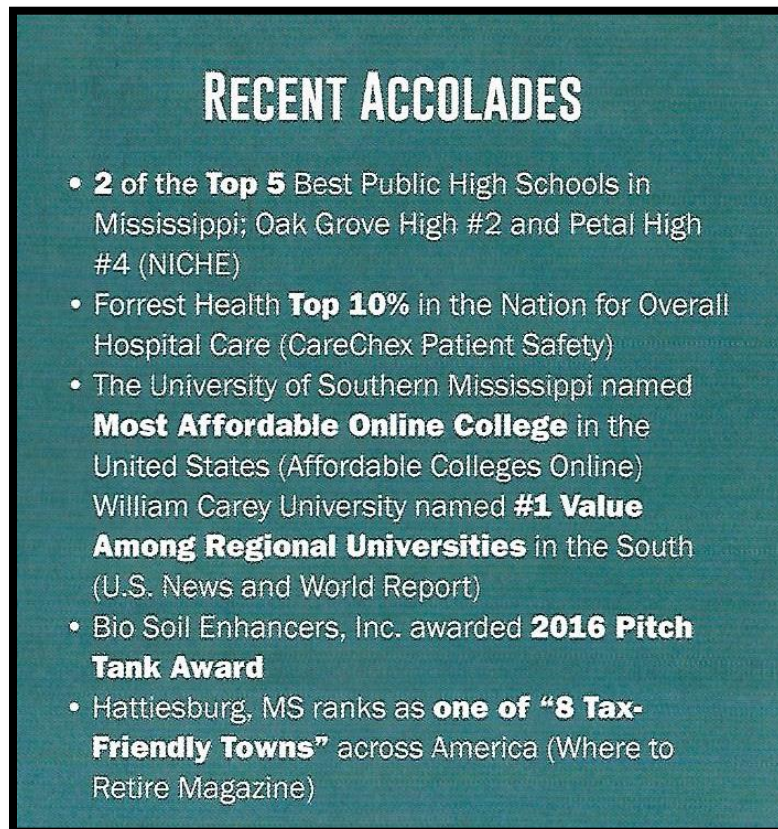
NEW AND EXPANDING BUSINESSES ANNOUNCED IN 2016

Company	Investment	Jobs
Mar-Jac Poultry	\$36,915,000.00	100
District at Midtown	\$34,000,000.00	290
Forrest General Hospital	\$34,000,000.00	151
The University of Southern Mississippi	\$26,800,000.00	
Camp Shelby	\$22,300,000.00	
The Met Apartments*	\$18,000,000.00	
SPG	\$15,000,000.00	25
Lone Star Gas*	\$13,000,000.00	
William Carey University	\$8,600,000.00	19
Enterprise Gas Products*	\$8,000,000.00	
Hattiesburg Clinic	\$7,873,000.00	58
Wis-Pak	\$5,200,000.00	
Johnson Controls	\$4,136,000.00	12
Kohler	\$3,903,865.00	
Channel Control Merchants	\$3,706,181.00	170
Green Bay Converting	\$3,551,910.29	
Magnolia State Bank	\$3,500,000.00	4
Planet Fitness*	\$3,361,598.00	
Cavender's Western Outfitter*	\$3,243,500.00	12
Eagle Flatts*	\$3,131,897.91	
Western Container Corp.	\$2,326,429.00	
Merit Health Wesley	\$2,300,000.00	45
Baker and Graham Dental Clinic	\$1,996,900.00	2
The Summit Shopping Center	\$1,800,000.00	
Southern Grand Theatres Hattiesburg 18*	\$1,600,000.00	
Lil' Butcher Shoppe	\$1,415,000.00	
Mississippi Tank Company	\$1,293,649.83	
Panera Bread	\$1,233,207.00	
The Shoppes at Park Crest*	\$1,230,000.00	
Zaxby's (Petal)*	\$1,227,000.00	
Hibatchi Express / Insomnia Cookies	\$1,100,000.00	20
Dandy Dan's (Smith Petroleum Co., Inc.)	\$1,015,278.00	
Zaxby's (Hattiesburg)*	\$1,006,718.00	
Weyerhaeuser	\$1,000,000.00	
Dollar General Store (Hattiesburg)*	\$822,100.00	
Up/Down Trampoline Park*	\$820,000.00	
Dollar General Store (Petal)*	\$700,000.00	
CycleBar	\$520,000.00	10
Oxiteno		15
SaviLinx		200
Total	\$281,629,234.03	1,133

*dollar amounts are from building permit figures only

EDUCATION:

The Hattiesburg area has 22 public schools. The Hattiesburg Area Education Foundation provides private funding and special programs to most of these schools to enhance the fundamental curriculum. The business community takes an active role in augmenting the school system through the Adopt-A-School program.



Hattiesburg is home to the University of Southern Mississippi with an enrollment of more than 12,000 students and William Carey College with an enrollment of about 2,000 students. U.S.M. has recently opened a new \$19 million Polymer Science Research Facility that is paralleled by no other in the United States. Jones County Junior College and Pearl River Community College are both within easy driving distance.

HIGHER EDUCATION









INSTITUTION	ENROLLMENT	ANNUAL GRADUATES
University of Southern Mississippi	13,115	3,351
William Carey University	4,415	1,180
Pearl River Community College	4,755	880
Jones County Junior College	4,592	1,071
TOTAL	26,627	6,482

GOVERNMENT:

Hattiesburg has a mayor/council type of government. Forrest County has a five-member board of supervisors.

COMMUNICATIONS:

Newspaper - *Hattiesburg American* (daily) and *Advertiser News* (weekly) is two papers serving Hattiesburg.
Radio Station - Hattiesburg has ten AM/FM stations.
Television - There are two local TV stations and one cable TV Company serving the Hattiesburg area.

**LAW ENFORCEMENT AND
EMERGENCY SERVICES:**

Hattiesburg has a force of 90 officers in the city and 33 in the county. The fire department includes 96 firefighters located at 7 stations.

MEDICAL SERVICES:

Hattiesburg serves as the medical hub of South Mississippi, with two hospitals with 704 beds, the largest multi-specialty clinic in the state, a full service regional reference laboratory, 230 doctors and 43 dentists.

UTILITIES:

The Dixie Electric Power Association, Mississippi Power Company, Pearl River Valley Electric Power Association, South Mississippi Electric Power Association and the Southern Pine Electric Power Association provide electricity to the greater Hattiesburg area.
Hattiesburg's water needs are provided by the City of Hattiesburg, which has a capacity of 16 million g.p.d. Willmut Gas and Oil Company, fuels oil and LP gas are available from local sources.

**CLUBS AND
ORGANIZATIONS:**

Hattiesburg has local groups of most national civic groups. A complete list of these organizations is available through the Hattiesburg Area Chamber of Commerce.

TRANSPORTATION:

Highways - Interstate Highway 59, U.S. Highways 49, 98 and 11, and State Highway 42 serve Hattiesburg.

Airports - Pine Belt Airport is for commercial use and has 6,500 foot runway. Bobby Chain Municipal Airport, noncommercial, has a 6,250 foot runway.

Railroads - Hattiesburg is served by Amtrak, Midsouth Rail, Illinois Central Gulf and Norfolk Southern.

Motor Freight Carriers - Serving Hattiesburg is 17 truck lines and 15 local terminals.

Bus Service - Greyhound/Trailways Bus lines provide passenger and package service.

**PARKS AND
RECREATION:**

Kemper Park and Zoo, Pep's Point Water Park, Camp Shelby War Museum, Hattiesburg Historical Society, Paul B. Johnson State Park, seven local golf courses; U.S.M. - Natural Science Museum and Woods Art Gallery; Checker Hall of Fame; and William Carey College - Lucille Parker Gallery.

Neighborhood Description

The property is located inside the city limits of Hattiesburg south of East Hardy Street, along Greely Street.

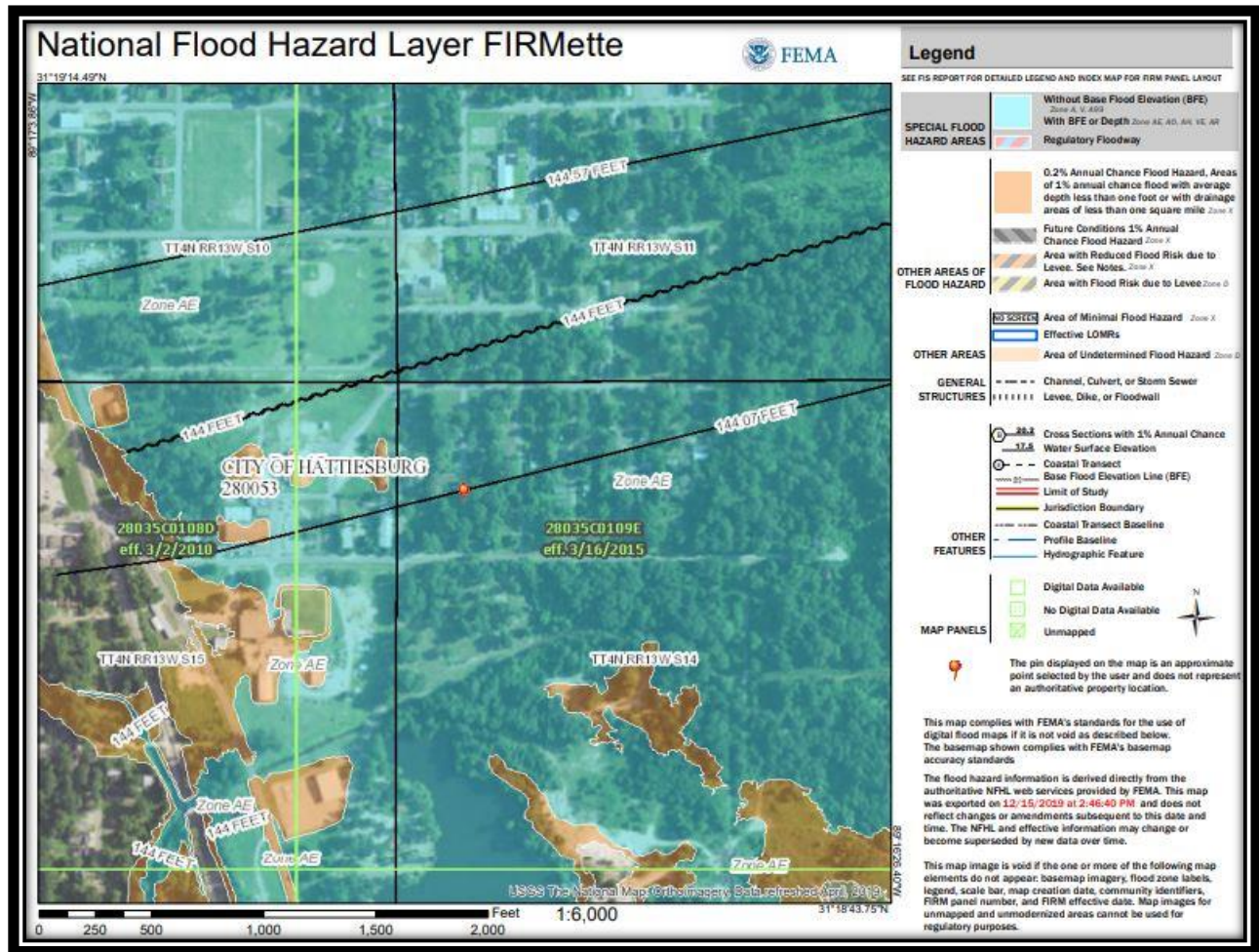
Most new commercial, retail and residential development has shifted to the west Hattiesburg area, principally in the Lamar County area. The area on East Hardy and downtown Hattiesburg has seen very little development in the last 20 years. Due to the population shift away from downtown Hattiesburg, the overall value outlook is weak.

SITE DESCRIPTION	
Location:	715 Greely Street
Current Use of the Property:	Vacant Land
Site Size:	Total: 4,500 Square Feet, More or Less Useable: 4,500 Square Feet, More or Less The total site size was determined from the warranty deed and considered accurate. If provided a survey of the property indicating a different acreage, we reserve the right to alter our value.
Frontage/Access:	Greely Street fronts along the eastern boundary for +/-50feet.
Visibility:	The site has good visibility and exposure from Greely Street with limited visibility from Alcorn Street.
Topography:	The site is cleared and level, at the grade of Greely Street. As of the effective appraisal date, the site has been prepped for development with fill dirt and building pad.
Soil Conditions:	No soil analysis was furnished. For the purpose of this appraisal, soil conditions are assumed to have no detrimental influence on the highest and best use or value of the property.
Utilities:	All city services are available and in place on the property.
Flood Zone:	The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The entire parcel is located in a FEMA Flood Zone AE, which is classified as a flood hazard area. FEMA Map Number: 28035C0109E FEMA Map Date: March 16, 2015
Wetlands/Watershed:	According to the National Wetland Inventory Mapper, the property does not contain wetlands. This would need to be confirmed with an engineer.
Environmental Issues:	There are no known adverse environmental conditions on the subject site. Please reference Limiting Conditions and Assumptions.
Encumbrance / Easements:	I was not provided a current title report to view. I am not aware of any easements, encroachments, or restrictions that would adversely affect value. My valuation assumes no adverse impact from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.
Zoning	R-1C; Single-family Residential

Surrounding Land Uses Land uses surrounding the property are residential in nature with commercial uses along Alcorn Avenue west of the property.



Aerial Map



Flood Map



Tax Map

Forrest County Mississippi

Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date 12/15/2019
Tax Year 2019

OWNER EDWARDS JACOB
715 GREELY ST

HATTIESBURG MS 39401-0000

PARCEL ADDRESS 2-037D-14-158.00
715 GREELY STREET

PROPERTY DETAIL

ACRES : **NA**
LAND VALUE : 1200
IMPROVEMENTS : **NA**
TOTAL VALUE: 1200
ASSESSED : 180

TAX INFORMATION

YEAR 2019	TAX DUE	PAID	BALANCE
COUNTY	11.71	0.00	11.71
CITY	9.56	0.00	9.56
SCHOOL	11.54	0.00	11.54
TOTAL	32.81	0.00	32.81

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION

EXEMPT CODE HOMESTEAD CODE None TAX DISTRICT 1110 PPIN 022090 SECTION 14 TOWNSHIP 04N RANGE 13W Book 1190 Page 698	LEGAL LT 5 BLK 6 PREV #H0656-06-005 MCINNIS, MITCHELL, & LONGRE B 1190 P 698 12/08/2014
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[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
2018	STATE OF MISSISSIPPI	11/14/2019 EDWARDS JACOB
2017	KALE FARMS	5/30/2019 EDWARDS JACOB
2013	MID PROPERTIES LLC	8/ 5/2015 EDWARDS FELICIA
2012	PINE HILLS LAND COMPANY	8/26/2014 JACOB EDWARDS
2011	B & C FARM COMPANY	6/18/2014 SKL
2010	LONG LAND INVESTMENTS INC	11/13/2012 SKL INVESTMENTS

Property Appraiser's Record



Looking west along Alcorn Avenue from Greely Street



Looking north along Greely Street towards the property



View of the property from Greely Street



Southern boundary of the property



Additional view of the property from Greely Street



Looking south along Greely Street from the property



Looking east from the property



Looking north along Greely Street from the property

Highest and Best Use

According to the Dictionary of Real Estate Appraisal 5th Edition, highest and best use is defined as: The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible and that results in the highest value. The four criteria the highest and best use must meet are physically possible, legally permissible, financially feasible and maximally productive. Alternatively, the probable use of land or improved property - specific with respect to user and timing of the use - that is adequately supported and results in the highest present value.

When a site is improved, we must recognize that the highest and best use may differ from the existing use; however, the existing use will continue, unless and until, land value (at its highest and best use) exceeds the total value of the property in its present use. The definition of highest and best use recognizes the contribution of a specific use to the community or to individual property owners.

The determination of highest and best use results from the appraiser's judgment and analytical skill; i.e., determination of highest and best use is an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use is the premise upon which value is based. In the context of investment value, "most profitable use" is another alternative term but the degree of risk must be considered.

The highest and best use concept requires an analysis of the subject as if it were vacant and also as improved to determine if the land is more valuable as vacant than the property as improved. There are four criteria that must be met. The highest and best use must be 1) physically possible; 2) legally permissible; 3) financially feasible; and, 4) maximally productive. These criteria are generally considered sequentially and the analysis may indicate more than one use.

Physically Possible

The first constraint on the possible use of the property is dictated by the physical aspects of the site. The size and location of the parcels are the most important determinants of value. In general, the larger the site, the greater the potential to achieve economies of scale and flexibility in development. The site contains approximately 4,500 square feet of fairly level land and is located along Greely Street, in the McInnis, Mitchell, and Longre Subdivision.

The size and physical configuration of the property would limit a wide variety of uses which a tract of this size could accommodate. Multi-family/apartment development, commercial uses, industrial and warehouse uses can be eliminated.

Legally Permissible

The property is zoned R-1C; Single-family Residential. Therefore, all other uses would not be permitted due to the current zoning.

Financially Feasible/Maximally Productive

Those uses which are financially feasible and that use which is maximally productive are generally closely related. Any use that results in a net return to the land after satisfying the return to the improvements is considered to be financially feasible; however, that use which returns the maximum dollars to the land is considered the use which is maximally productive.

Due to the size of the lot and its location in a residential neighborhood, any form of single-family residential use would be feasible. The adjacent properties are vacant land parcels and residential uses. The most likely of these uses would be for single-family residential use.

As If Vacant

Due to its location and size, the highest and best use as vacant would be for a single-family residential use.

Appraisal Procedure

The main purpose of an appraisal is to solve a problem of a specific property. The appraiser must define the problem, inspect the property, gather all pertinent data, analyze the findings to arrive at a solution, and then present all salient facts and conclusions in the form of an appraisal report.

Since characteristics of real property vary widely, the appraiser must proceed in a systematic fashion producing a thorough and accurate appraisal in an efficient manner.

During the past fifty years, a method of evaluating real estate, "The Appraisal Process", has evolved. The appraisal process involves three different approaches to value, when applicable.

The Cost Approach

In this approach, the appraiser first develops an opinion of value of the land as though vacant as of the date of appraisal. Next, the replacement or reproduction cost new of all improvements is determined. From this total, estimated depreciation is deducted. Depreciation is any loss in improvement value due to physical deterioration and/or functional or external obsolescence. The value of the land is then added to the depreciated replacement or reproduction cost to arrive at an indication of value for the property as a whole.

The Sales Comparison Approach

This is an appraisal technique in which the market value opinion is predicated upon prices paid in actual market transactions and current listings, the former fixing the lower limit of value (price) in a static or advancing market and the higher limit of value in a declining market, with the latter fixing the higher limit in any market. The Sales Comparison Approach is a process of correlation and analysis of similar, recently sold properties. The reliability of this technique is dependent upon: (1) the degree of comparability of each property with the property under appraisal; (2) the time of sale; (3) the verification of the sales data; and (4) the absence of unusual conditions affecting the sale.

The Income Approach

This is a technique in which the anticipated net income is processed to produce an indication of value. The reliability of this technique is dependent upon: (1) the reasonableness of the estimate of the anticipated net annual income; (2) the duration of the net annual income, usually the economic life of the building, when improved; (3) derivation of an appropriate capitalization (discount) rate; and (4) the method of conversion of income to capital.

The remaining step is the reconciliation of the value opinion arrived at in the different approaches to value. The appraiser must consider and re-evaluate all pertinent data in order to arrive at a final value opinion. Although each of the techniques produces an independent value, all three approaches are interrelated and integrated techniques, dependent upon operation of market forces.

In some cases, due to the availability (or unavailability) of pertinent market data, these approaches have varying degrees of applicability.

Applied Technique

In this instance, we have used one of the three traditional approaches to value, the Sales Comparison Approach. The Cost and Income Approaches are not typically used to estimate value for vacant land. The Sales Comparison Approach provided sales of similar properties as the subject in which to estimate Market Value.

Valuation

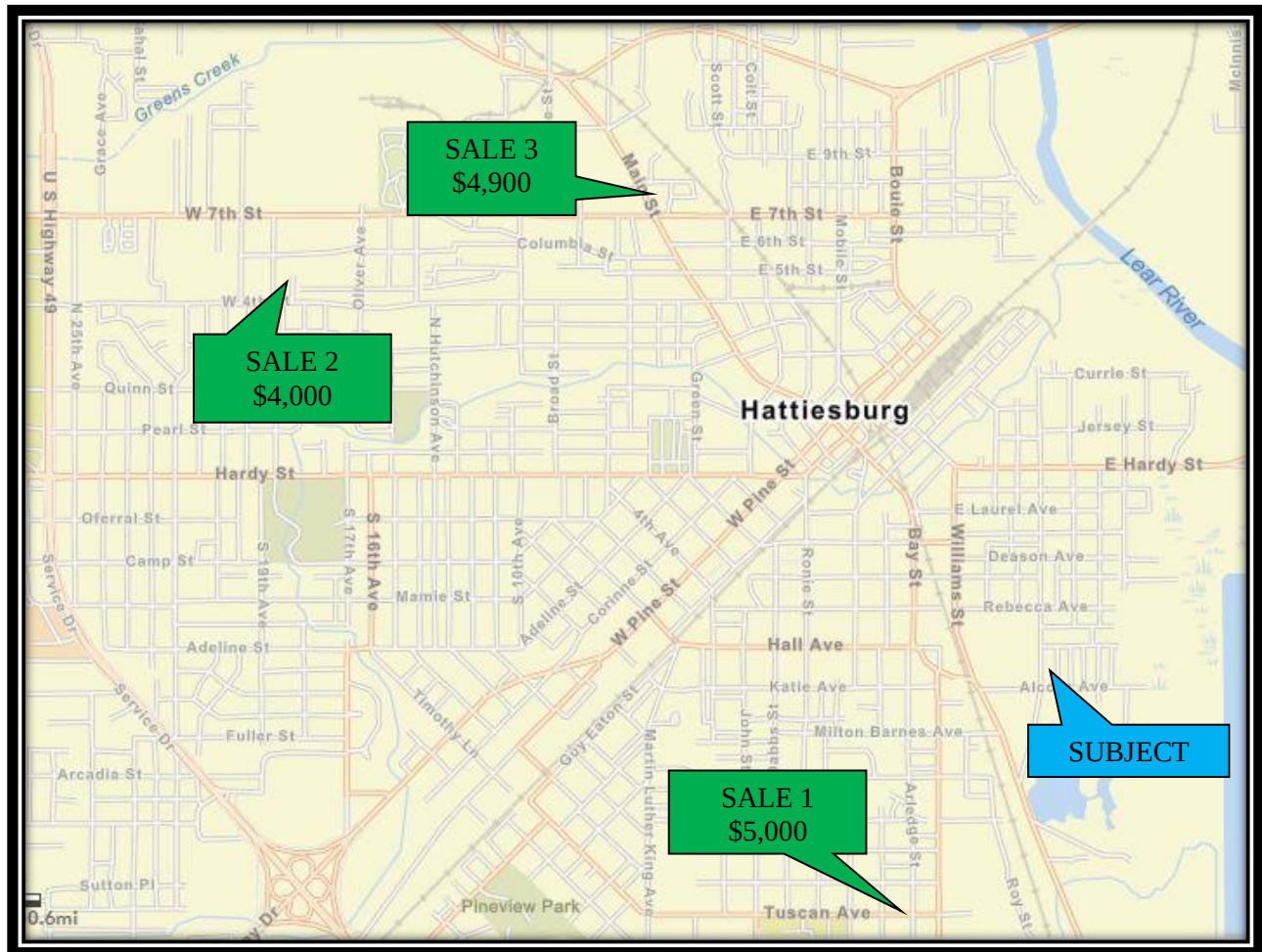
Sales Comparison Approach

The Sales Comparison Approach involves a detailed comparison of the subject property with similar properties which have recently sold in the same or competitive markets. This approach is based primarily on the Principle of Substitution which states, "When several commodities or services with substantially the same utility are available, the lower price attracts the greatest demand and widest distribution". In other words, a prudent investor/purchaser would not pay more to acquire a given property in the market when an alternative property may be purchased for less. The five basic steps in this analysis are listed below.

- Research the market to identify similar properties for which pertinent sales, listings, offerings and/or rental data is available;
- Qualify the data as to terms, motivating forces, or bona fide nature;
- Analyze the salient characteristics of the comparable properties in relation to the property under appraisal, particularly those items relating to date of sale, location, physical characteristics, and conditions of sale;
- Consider all dissimilarities and the probable effect on the price of each sale property, and derive individual market value indications for the property being appraised;
- Formulate an opinion of market value from the pattern developed from the foregoing analysis.

Direct Sales Comparison is a valuation technique in which a value opinion is predicated on prices paid in actual market transactions. In this process, comparison is made between properties having a satisfactory degree of similarity to the subject. We have presented transactions involving similar residential land parcels on the following pages, with an adjustment grid following.

Land Sales Map



Land Sales Summary and Adjustment Grid				
	Subject	Comp 1	Comp 2	Comp 3
Location:	715 Greely Street	708 Tuscan Avenue	Lot 8 Presley Drive	1315 N Main Street
City:	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg
O.R. Book/Page:	1190/698	1321/026	1324/090	1270/035
Seller:	Pine Hills Land Co.	Curtis C. Roberts	First Southern Bank	Oonagh C. Nechodom
Buyer:	Jacob Edwards	William Carey University	Lara Properties, LLC	Gordon M. Lackey, Jr.
Date of Sale:	12/8/2014	September-19	October-19	January-18
Sale Price:	N/A	\$5,000	\$4,000	\$4,900
Verification:		MLS# 118566	MLS # 111550	MLS # 109999
Site Size (Acres):	50'x90' ; 0.10 Acres	90'x150' ; 0.31 Acres	40'x75' ; 0.07 Acres	80'x208' ; 0.38 Acres
Unadjusted Price/Lot:		\$5,000	\$4,000	\$4,900
Adjustments				
Rights Transferred:		Fee simple	Fee simple	Fee simple
Financial Considerations:		Market	Market	Market
Conditions of Sale:		Arm's Length	Arm's Length	Arm's Length
Market Conditions - Time:		Stable	Stable	Stable
Time Adj. Cash Equiv. Price/Lot:		\$5,000	\$4,000	\$4,900
Location:	715 Greely Street	Superior	Superior	Superior
Site Size (Gross Acres):	50'x90' ; 0.10 Acres	- \$500 90'x150' ; 0.31 Acres	- \$800 40'x75' ; 0.07 Acres	- \$490 80'x208' ; 0.38 Acres
Access:	Paved	Similar	Similar	Similar
Topography:	Cleared	Similar	Similar	Similar
Flood:	100%; Zone AE	None; Zone X -\$2,500	None; Zone X -\$2,000	None; Zone X -\$2,450
Zoning:	R-1C	Similar	Similar	Similar
Utilities:	All City	Similar	Similar	Similar
Net Adjustments:		-\$3,000	-\$2,800	-\$2,940
Adjusted Price/Lot:		\$2,000	\$1,200	\$1,960

Reconciliation and Final Value Conclusions

This is an appraisal technique in which the market value opinion is predicated upon prices paid in actual market transactions and current listings, the former fixing the lower limit of value (price) in a static or advancing market and the higher limit of value in a declining market, with the latter fixing the higher limit in any market. The Sales Comparison Approach is a process of correlation and analysis of similar, recently sold properties. The reliability of this technique is dependent upon: (1) the degree of comparability of each property with the property under appraisal; (2) the time of sale; (3) the verification of the sales data; and (4) the absence of unusual conditions affecting the sale.

We were able to find sales that were consistent with the property grade of the subject located in a competing submarket. We were able to verify the information for all the sales used and gleaned relevant information from both the principals involved as well as market professionals. We feel the transactions that we used give a good indication of the subject via the Sales Comparison Approach.

The property is located along Greely Street, less than a mile east of Edwards Street and about a mile south of East Hardy Street. Greely Street is a two-lane residential corridor connecting the Alcorn Street to Hall Avenue. The neighborhood suffered significant damage from an EF3 tornado in 2017. The sales are similar residential lots located in close proximity to the subject. The sales have a range of unit values from \$4,000 to \$5,000 per lot, prior to adjustments. The sales were adjusted for a variety of characteristics. The property is in a rural location. Sale 1 is located adjacent to William Carey University, Sale 2 is located in a residential development near Hattiesburg High School, and Sale 3 is located on N. Main Street. The sales were considered superior in location and downward adjustments were made. The subject is located in a designated flood zone; identified as Zone AE. All of the sales are located outside of designated flood zone areas and a downward adjustment to the sales was made. After adjustments, the sales had a range in values from \$1,200 - \$2,000.

In addition, there are three residential lots current for sale located adjacent to the subject property on Greely Street. The lots are approximately 50'x80' with a current asking price of \$750/lot, plus back taxes.

Due to the location, size, and flood area, I adopted value at the bottom of the range or \$1,200 for the site as vacant. Finally, the subject has been cleared and preliminary site work completed with a dirt building pad on site. The property owner estimated a site work cost of \$500-\$700. A lump sum adjustment of \$600 was applied to the adopted value of \$1,200, resulting in an overall value \$1,800.

Considering all factors, I have adopted a market value of \$1,800 for the subject property as of December 12th, 2019:

"As Is" Market Value Conclusions	
Sales Comparison Approach	\$1,800
Final Value Conclusion	\$1,800

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- ✔ The statements of fact contained in this report are true and correct.
- ✔ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- ✔ I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- ✔ I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- ✔ Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- ✔ The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- ✔ Compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- ✔ My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice, 2015-2016 Edition*.
- ✔ Zachary Fairley has made a personal inspection of the property that is the subject of this report.
- ✔ No one provided significant real property appraisal assistance to the persons signing this certification.
- ✔ My analyses, opinions, and conclusions have been developed, and this report has been prepared, in compliance with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of The Appraisal Foundation, and in accordance with the appraisal-related mandates within Title XI of the Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA). This report was also prepared in conformance with the State of Mississippi Standards for Certified General Real Estate Appraisers.
- ✔ I have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.
- ✔ It is my opinion that the subject does not include any enhancement in value as a result of any natural, cultural, recreational or scientific influences retrospective or prospective.
- ✔ I have extensive experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.

- ✔ The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- ✔ The Appraisal Institute conducts a program of continuing education for its designated members and members are awarded periodic educational certification. Zachary Fairley is currently certified under the mandatory continuing education program of the Appraisal Institute.
- ✔ I have not relied on the work of others if we have a reasonable doubt that the work is credible.
- ✔ I have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

The market value of the property described herein, as of December 12, 2019, is certified to be the following:

"As Is" Market Value

\$1,800

One Thousand Eight Hundred Dollars

Certified by,



Zachary H. Fairley
State Licensed Real Estate Appraiser, #LA-1868

ASSUMPTIONS

1. This is an appraisal report presented in an Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. It is understood between the parties that the scope of the assignment is limited and we relied on information obtained from the public records of Forrest County, published data sources and discussions with market professionals such as investors and brokers relative to County, published data sources and discussions with market professionals such as investors and brokers relative to the subject's income performance and physical composition. Zac Fairley Appraisals is not responsible for unauthorized use of this report.
2. Unless otherwise specifically noted in the body of the report, it is assumed that title to the property or properties which are identified as the subject of the report, are clear and marketable and there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. Zac Fairley Appraisals, LLC has not examined title and makes no representations relative to the condition thereof.
3. Unless otherwise specifically noted in the body of the report, the legal description furnished is assumed to be correct. Any abbreviations or discrepancies relative to the legal would be identified.
4. It is assumed that surveys and/or plats furnished to, or acquired by, the appraiser and used in the making of this report are correct. Zac Fairley Appraisals, LLC has not made a land survey or caused one to be made unless identified in the report and therefore, assumes no responsibility for accuracy of same.
5. It is assumed any improvements have been, or will be, constructed according to approved architectural plans and specifications in conformance with recommendations contained in or based on any soil report(s). Unless otherwise noted, Zac Fairley Appraisals, LLC has not retained independent engineer(s) or architect(s) in connection with the report and therefore, makes no representations relative to conformance with approved architectural plans, specifications, or recommendations contained in or based on any soil(s) report.
6. It is assumed that all factual data furnished by the client, property owner, owner's representative, or persons designated by the client or owner are accurate and correct unless otherwise specifically noted in the report. I do not guarantee the correctness of such data, although as far as is reasonably possible, the data has been checked and is believed to be correct. Information and data referred to in this paragraph may include but is not limited to information relative to the subject of the report regarding numerical street addresses, lot and block numbers, assessors parcel numbers, land dimensions, square footage area of land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, budgets, historic operating expenses, and related data. Information obtained regarding demographics, comparable verification, and data of a general sense is assumed factual as confirmed and the source(s) reliable. Any material error in the gathered data could have substantial impact on the conclusions reported; as a result, Zac Fairley Appraisals, LLC reserves a right to amend conclusions reported if made aware of such an error.
7. Unless otherwise noted in the body of the report, it is assumed that there are no mineral or sub-surface rights of value involved in the report and there are no other development rights of value that may be transferred. Subsurface rights, minerals and oils, were not considered in making this report unless otherwise stated.
8. Any riparian and/or littoral rights identified by survey or plat are assumed to go with the property unless easements and/or deeds of record were found by the appraiser to the contrary.
9. It is assumed that there is full compliance with all federal, state, and local environmental regulations and laws, unless non-compliance is stated, defined, and considered in the report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless the non-conformity has been stated, defined, and considered in the report. Unless otherwise noted, it is assumed that no changes in the present zoning ordinances or regulations governing use, density, or shape, are being considered.
11. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization has been, or can be, obtained or renewed for any use on which the value estimate contained in the report is based.
12. Unless otherwise stated in the report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated ground water, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated upon the assumption that there is no such material on or in the property that would cause loss in value or affect its marketability. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field if desired.

13. The soil of the area which is the subject of the report appears to be firm and solid. Unless otherwise stated, subsidence in the area is unknown or uncommon, but Zac Fairley Appraisals, LLC does not warrant against this condition and/or occurrence.
14. It is assumed that the utilization of the land and improvements is within the boundaries or property lines as described in the report, and there is no encroachment or trespass, unless noted.
15. The date of value of which the opinions in the report apply is set forth in the body of the report. Zac Fairley Appraisals, LLC assumes no responsibility for economic or physical factors occurring at some later date which may affect the opinions stated in the report.
16. Unless specifically noted in the body of this report, it is assumed that the property or properties described are structurally sound, seismically safe, and that all building systems (mechanical, electrical, HVAC, elevator, plumbing, etc.) are, or will be upon completion, in good working order with no major deferred maintenance or repair required; that the roof and exterior are in good condition and free from intrusion from the elements; that the property or properties have been engineered in such a manner that it/they will withstand any known elements such as wind storm, flooding, or similar natural occurrences; and that the improvements as currently constituted conform to all applicable local, state, and federal building codes and ordinances. The appraisers are not engineers and are not competent to judge matters of an engineering nature, nor has Zac Fairley Appraisals, LLC retained independent structural, mechanical, electrical, or civil engineers in connection with the report. As such, Zac Fairley Appraisals, LLC makes no representations relative to the condition of the improvements. Unless otherwise noted in the report, no problems were brought to the attention of the appraiser by ownership or management. Unless otherwise noted, the appraiser inspected less than 100% of the entire interior and exterior portions of the improvements. If questions regarding engineering studies are critical to the decision process of the reader, the advice of competent engineering consultants should be obtained and relied upon. If engineers and consultants retained should report negative factors of a material nature or if such are later discussed relative to the condition of the improvements, such information could have a substantial negative impact on the conclusions reported. Accordingly, if negative findings are reported by engineering consultants, Zac Fairley Appraisals, LLC reserves the right to amend the report conclusions.
17. Unless otherwise specifically noted, this report is not being prepared for use in conjunction with litigation. Accordingly, no rights to expert testimony, pretrial or other conferences, disposition, or related services are included in this appraisal. If as a result of this undertaking, Zac Fairley Appraisals, LLC or any its officers, professionals, and/or consultants are requested or required to provide any of the foregoing services, such shall be subject to the availability of Zac Fairley Appraisals, LLC's professionals or consultants at the time and shall further be subject to the party or parties requesting or requiring such services paying the then applicable professional fees and expenses.
18. Neither all nor any of the contents of the report shall be conveyed to the public through advertising, public relations, news, sales or other media without written consent and approval of Zac Fairley Appraisals, LLC particularly as to the valuation conclusions, the identity of the professionals or firm, or any reference to the Appraisal Institute, the MAI designation, or certification by the State of Mississippi. Exempt from restrictions relative to the transmittal of this report to third parties is duplication for internal use of the client-addressee and/or transmission to attorneys, accountants, or advisors of the client-addressee. Also exempt from this restriction is transmission of the report to any court, governmental authority, or regulatory agency having jurisdiction over the party/parties for whom the report was prepared, providing that the report and/or its contents shall not be published, in whole or in part in any public document without the express written consent of Zac Fairley Appraisals, LLC or its principals, which consent Zac Fairley Appraisals, LLC reserves the right to deny. The report should not be advertised to the public or otherwise used to induce a third party to purchase the property. Any third party not covered by the exemptions herein who may possess this report is advised that he should rely on his own independently secured advice for any decision in conjunction with the property. Zac Fairley Appraisals, LLC, its professionals and/or principals, shall have no accountability or responsibility to any such third party.
19. Unless specifically set forth in the body of the report, nothing contained therein shall be construed to represent any direct or indirect recommendation to buy, sell, or hold the property(ies) at the value(s), or development scenario as stated. Such decisions involve substantial investment strategy and must be specifically addressed in consultation form.
20. The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other report and are invalid if so used.
21. The forecasts, projections, and/or operating estimates contained herein are based on current market conditions, anticipated (though recognizably short term) supply and demand factors, and a continued stable economy, unless otherwise stated. Any forecasts are therefore subject to changes in future conditions.
22. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. Zac Fairley Appraisals, LLC has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since Zac Fairley Appraisals, LLC has no direct

evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

23. **Insurable value is not provided in this report. Taking the difference between our reported Market Value and estimated land value is not an appropriate method for estimating replacement cost of improvements for insurance coverage purposes. We recommend a proper insurance representative to estimate an appropriate coverage for the subject property.** Insurable value has two definitions per Marshall and Swift LP. 1. The value of an asset or asset group that is covered by an insurance policy. It can be estimated by deducting costs of non-insurable items (e.g., land value) from Market Value. 2. Value used by insurance companies as the basis for insurance. Often considered to be replacement or reproduction cost plus allowances for debris removal or demolition less deterioration and non-insurable items. Sometimes cash value or Market Value, but often entirely a cost concept.

Special Assumptions

None

Definitions

Appraisal

(noun) The act or process of developing an opinion of value; an opinion of value. (adjective) of or pertaining to appraising and related functions such as appraisal practice or appraisal services.

Comment: an appraisal must be numerically expressed as a specific amount, as a range of numbers, or as a relationship (e.g., not more than, not less than) to a previous value opinion or numerical benchmark (e.g., assessed value, collateral value).

Assignment

A valuation service that is provided by an appraiser as a consequence of an agreement with the client.

Assignment Conditions

Assumptions, extraordinary assumptions, hypothetical conditions, laws and regulations, jurisdictional exceptions, and other conditions that affect the scope of work.

Comment: Laws include constitutions, legislative and court-made law, administrative rules, and ordinances. Regulations include rules or orders, having legal force, issued by an administrative agency.

Client

The party or parties who engage, by employment or contract, an appraiser and a specific assignment.

Comment: client may be an individual, group or entity, and may engage and communicate with the appraiser directly or through an agent.

Exposure Time

The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Extraordinary Assumption

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.

Hypothetical Condition

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

Intended Use

The use(s) of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment.

Intended User

The client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser, based on communication with the client at the time of the assignment.

Jurisdictional Exception

An assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP.

Marketing Time

The reasonable marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value or at a benchmark price during the period immediately after the effective date of an appraisal.

¹USPAP 2018-2019

Market Value²

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

² Definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.



Zac Fairley <zfairpraiser@gmail.com>

Ann Jones-City of Hattiesburg

2 messages

Jones, Ann <annjones@hattiesburgms.com>
To: "zfairpraiser@gmail.com" <zfairpraiser@gmail.com>

Thu, Dec 12, 2019 at 8:28 AM

Zac

It was nice to speak with you this morning. Thank for being willing to look at this on such short notice. Listed below are the PPIN numbers that we need to get appraisals. Our hope is to simply swap the parcels as it appears they are very similar. If it looks like the project will take longer than early Wednesday of next week please let me know.

PPIN 15186 Dewey/Coit Street

PPIN 22090 Greely Street

Again thank for being willing to work with us on this project.

Ann Jones

*Chief Administrative Officer**City of Hattiesburg**601-545-4503 Office**601-297-8903 Cell*

Zac Fairley <zfairpraiser@gmail.com>
To: "Jones, Ann" <annjones@hattiesburgms.com>

Thu, Dec 12, 2019 at 12:08 PM

Ann,

As we discussed, I can perform an appraisal on the above referenced parcels to meet your desired delivery date of Wednesday, December 18th at the agreed upon fee of \$550 per appraisal report. Attached is a copy of my CV. I will proceed with the appraisal process.

The contact numbers for Greg Weiler are as follows: Cell: 601-549-5060 / Office: 601-583-1006

I greatly appreciate the opportunity to satisfy your appraisal needs and look forward to doing business in the future. If you have any questions, please feel free to give me a call.

Regards,

Zac

[Quoted text hidden]

--

Zac Fairley

State Licensed Real Estate Appraiser, #LA-1868

This message is intended only for the use of the addressee(s) and may contain information that is PRIVILEGED and CONFIDENTIAL. If you are not the intended recipient(s), you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please erase all copies of the message and its attachments and notify us immediately.

 **W9.pdf**
231K

Prepared By:
SKL Investments, Inc.
PO Box 7
Lauderdale, MS 39335
Phone: 601.679.7584

Return To:
SKL Investments, Inc.
PO Box 7
Lauderdale, MS 39335
Phone: 601.679.7584

Indexing: Section 14 Township 4N Range 13W
LT 5 BLK 6 MCINNIS MITCHELL & LONGRE

STATE OF MISSISSIPPI
COUNTY OF FORREST

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, cash in hand paid, the sufficiency of which is hereby acknowledged, the undersigned,

Pine Hills Land Co., Inc., a Mississippi Corporation
c/o SKL Investments, Inc.
PO Box 7 / 9581 Hwy 45 North
Lauderdale, MS 39335
601.679.7584

does hereby grant, bargain, sell, convey and quitclaim to

Jacob Edwards
715 Greely Street
Hattiesburg, MS 39401
601.520.7642

by Tax Sale and Tax Deed in and to that certain property lying and being situated in **Forrest** County, Mississippi, and more particularly described as follows, to-wit

Section 14 Township 4N Range 13W
LT 5 BLK 6 MCINNIS MITCHELL & LONGRE
Parcel: 2-037D-14-158.00 / PPIN: 22090

Inst. 727736
Bk 1190 Pg 0698

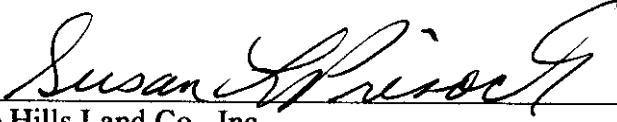
Grantor does hereby except and reserve, all interest if any in and to all oil, gas, lignite (including methane gas that is a by-product of lignite), coal, and other minerals owned by them in, on, and under said property. This conveyance made subject to all applicable restrictive covenants, easements and right-of-way that may have been previously reserved.

Grantor is conveying its interest in the **2009 Forrest County** property tax and tax deed. It is the intention of Grantor to convey whether correctly described or not the property conveyed Grantor by deed recorded **DB 1190 / PG 0027** of the records of the Chancery Clerk of **Forrest County, Mississippi**. Grantor conveys interest in the payment of the **2010 and 2011 Forrest County** property taxes. Grantee is responsible for all other taxes and/or fees due **Forrest County** or any other entity.

This assignment and conveyance is made without warranty of title, neither expressed nor implied, as to the status of the title to said property except that Grantor represents and warrants that it has taken no action which impairs the right, title, claim, and interest acquired in said lands through the foregoing described tax sale and tax deed. All legal/maps descriptions are based on County Tax Assessors records and Seller does not warrant the accuracy of legal/map description. Grantor conveys only such title as is vested in said company by virtue of said deed.

This instrument is executed and delivered by SKL Investments, Inc., a Mississippi corporation, as Pursuant Corporate Resolution dated 03/29/12

WITNESS my signature this the 8th day of December, 2014.

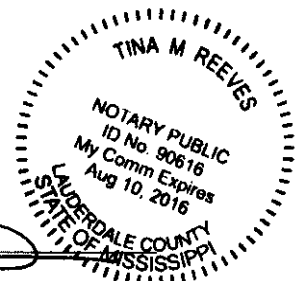

Pine Hills Land Co., Inc.
By: Susan L. Prisock
President of SKL INVESTMENTS, INC.
Pursuant to Corporate Resolution dated 03/29/12

STATE OF MISSISSIPPI
COUNTY OF LAUDERDALE

This day personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named **Susan L. Prisock, President of SKL Investments, Inc.**, who acknowledged to me that in such capacity she signed and delivered the foregoing Quit-Claim Deed for and on the behalf of **Pine Hills Land Company, Inc.**, having been first duly authorized so to do.

Given under my hand and seal on this the 8th day of December, A.D., 2014.


NOTARY PUBLIC



Inst. 727736
Bk 1190 Pg 0699

**MINUTES OF THE MEETING OF THE MEMBERS OF
PINE HILLS LAND COMPANY, INC.**

BE IT REMEMBERED that on this the 29 day of March, 2012, Roy Barnette, the President of Pine Hills Land Company, Inc., held the annual meeting of Pine Hills Land Company, Inc. at the corporations office located at 8293 Hwy 493 DeKalb, MS. A quorum being present, the following business and proceedings were done and had, to-wit:

There came on for discussion allowing SKL Investments, Inc. full power to execute any and all documents deemed necessary, singly or jointly and authorize said Company to assist in the operation and management of tax title business affairs and manage, sell and contract for the sale of tax lien matured properties

To sell, convey, hypothecate, pledge, quitclaim or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal or encumbrance, of real property which is owned by the above named parties which was acquired by tax liens which have matured, real, personal or otherwise whatsoever or in any custody, possession, interest, or right therein.

Accordingly, on motion made, and unanimously carried upon a vote being taken thereon the member(s) adopted the following Resolution:

allowing SKL Investments, Inc. full power to execute any and all documents deemed necessary, singly or jointly and authorize said Company to assist in the operation and management of tax title business affairs and manage, sell and contract for the sale of tax lien matured properties

To sell, convey, hypothecate, pledge, quitclaim or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal or encumbrance, of real property which is owned by the above named parties which was acquired by tax liens which have matured, real, personal or otherwise whatsoever or in any custody, possession, interest, or right therein.

BE IT RESOLVED that it is in the best interest of Pine Hills Land Company, Inc., and its member(s) to allow SKL Investments, Inc. to act on behalf of said Company.

This the 29 day of March, 2012.

By: _____

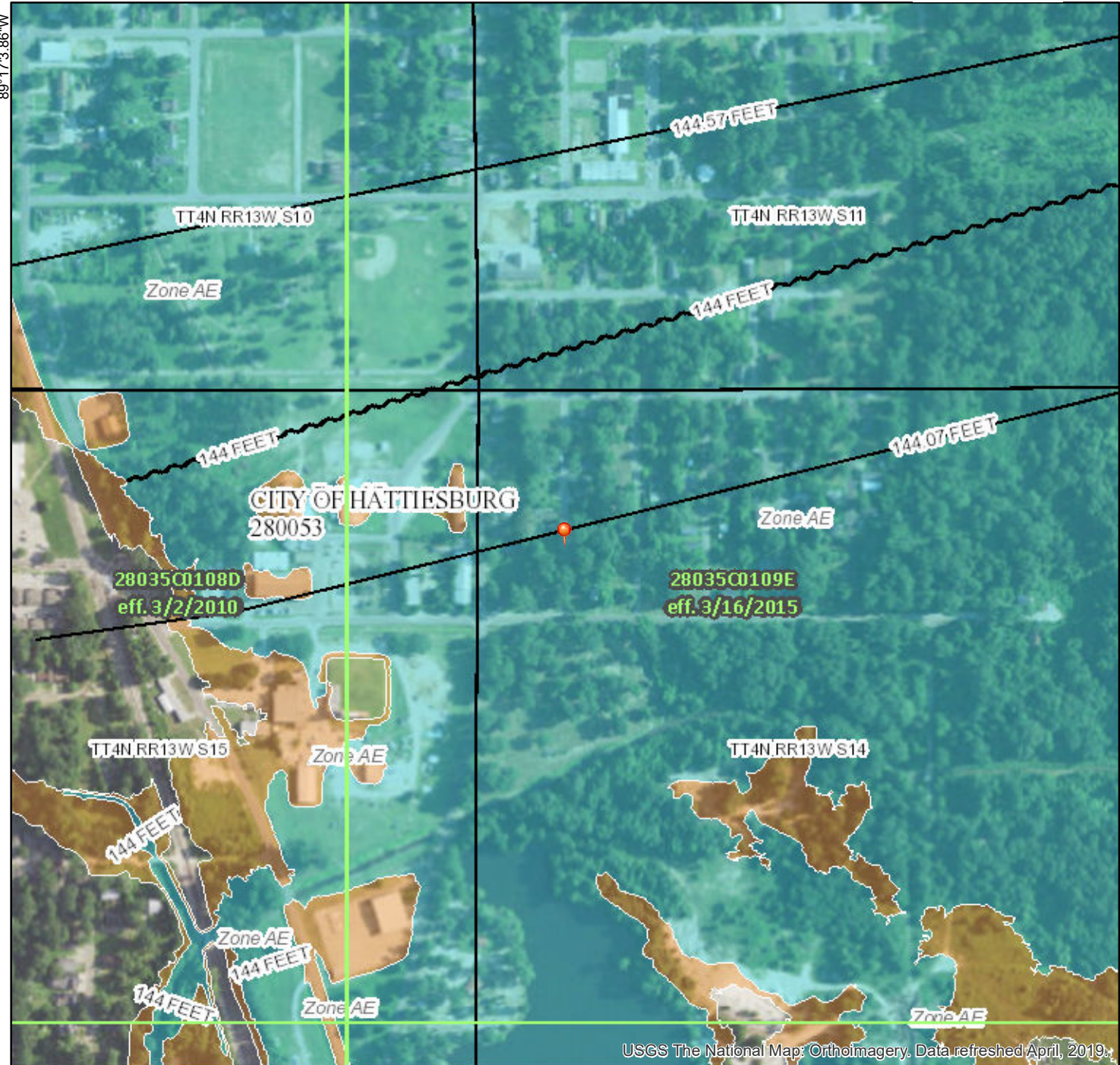
Roy Barnette, President

Inst. 727736
Bk 1190 Pg 0700

National Flood Hazard Layer FIRMette



31°19'14.49"N



USGS The National Map: Orthoimagery. Data refreshed April, 2019. 1:6,000

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **12/15/2019 at 2:46:40 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



U.S. Fish and Wildlife Service

National Wetlands Inventory

715 Greely Street



December 15, 2019

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

ADDENDA

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QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- ◆ Licensed Real Estate Appraiser in the State of Mississippi, #LA-1868
- ◆ Practicing Affiliate of the Appraisal Institute (#563759)

Related Job Experience

Collins and Null Appraisals, Inc. April 2007- October 2019

Real Estate Appraiser - Appraise all forms of real estate, including commercial, industrial, residential, rights-of-way, partial interest and timber land. Also includes preparation of documents for court proceedings, review of peer appraisals and expert witness testimony.

Academic Background

Petal High School- Petal, MS - (2003)

High School Diploma

Jones County Junior College - (2005)

Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)

Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013
General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013
Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014

ADDENDA

Page 44

Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014
Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019

ADDENDA

Page 45

State of Mississippi	
MISSISSIPPI REAL ESTATE APPRAISER	
LICENSING AND CERTIFICATION BOARD	
LICENSE # : LA-1868	STATUS: ACTIVE
ZACHARY H FAIRLEY	
HAS BEEN GRANTED A LICENSE AS A	
LICENSED APPRAISER	
Effective Date: 05/01/2018	Expiration Date: 04/30/2020
	
SIGNATURE OF LICENSEE	
Robert E. Praytor, Administrator	

P.O. Box 16658
Hattiesburg, MS 39404
Tax ID#45-4455154

Invoice

Date	Invoice #
12/17/2019	6619

Bill To
City of Hattiesburg 200 Forest ST Hattiesburg, MS 39403

Description	Amount
Services rendered Dewey/Coit Street PPIN#151586 Hattiesburg, MS CLient: Ann Jones	525.00
Total	\$525.00



APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

Dewey Street & Coit
Hattiesburg, MS 39401

for

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS
39403

as of

December 14, 2019

by

Becky Ladd
P. O. Box 16658
Hattiesburg, MS 39404

Ladd Appraisal Services, LLC

Ladd Appraisal Services, LLC
P. O. Box 16658
Hattiesburg, MS 39404
601-261-0343

December 17, 2019

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS
39403

Property -	Dewey Street & Coit
	Hattiesburg, MS 39401
Client -	City of Hattiesburg
File No. -	deweycoit
Case No. -	Intended User Only

Dear Ms. Jones:

In accordance with your request, I have prepared an appraisal of the real property located at Dewey Street & Coit, Hattiesburg, MS.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of December 14, 2019 is :

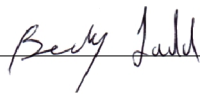
\$1,800

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Ladd Appraisal Services, LLC



Becky Ladd
MS License #LA-456

Intended User Only

File No. deweycoit

LAND APPRAISAL REPORT

IDENTIFICATION

Owner

City of Hattiesburg

Census Tract

Map Reference

NA

Property Address

Dewey Street & Coit

City

Hattiesburg

County

Forrest

State

MS

Zip Code

39401

Legal Description

Lot 5 & 6 Blk 26 H I Ferguson Sub of Mayflower

Sale Price

\$NA

Date of Sale

NA

Property Rights Appraised

☒

Fee

☐

Leasehold

☐

De Minimis PUD

☐

Actual Real Estate Taxes

\$NA

(yr.)

Client

City of Hattiesburg

Address

200 Forrest Street, Hattiesburg, MS, 39403

Occupant

None

Appraiser

Becky Ladd

Instructions to Appraiser

Opinion of market value

Intended User:

City of Hattiesburg

Intended Use:

Opinion of Value

NEIGHBORHOOD

Location

☒ Urban

☐ Suburban

☐ Rural

Built Up

☐ Over 75%

☒ 25% to 75%

☐ Under 25%

Growth Rate

☐ Fully Dev.

☐ Rapid

☐ Steady

☒ Slow

Property Values

☐ Increasing

☐ Stable

☒ Declining

Demand/Supply

☐ Shortage

☐ In Balance

☒ Over Supply

Marketing Time

☐ Under 3 Mos.

☐ 4-6 Mos.

☒ Over 6 Mos.

Present Land Use

65

% 1 Family

5

% 2-4 Fam

5

% Apts.

5

% Condo

5

% Commercial

100.000000

5

% Industrial

5

% Vacant

5

%

Change in Present Land Use

☒ Not Likely

☐ Likely (*)

☐ Taking Place (*)

(*) From

To

Predominant Occupancy

☒ Owner

☐ Tenant

15

% Vacant

Single Family Price Range

\$ 2,000

to \$

150,000

Predominant Value \$

65,000

Single Family Age

5

yrs. to

125

yrs.

Predominant Age

75

yrs.

Employment Stability

☐ Good

☒ Avg.

☐ Fair

☐ Poor

Convenience to Employment

☐

☒

☐

☐

Convenience to Shopping

☐

☒

☐

☐

Convenience to Schools

☐

☒

☐

☐

Adequacy of Public Transportation

☐

☒

☐

☐

Recreational Facilities

☐

☒

☐

☐

Adequacy of Utilities

☐

☒

☐

☐

Property Compatibility

☐

☒

☐

☐

Protection from Detrimental Conditions

☐

☐

☒

☐

Police and Fire Protection

☐

☒

☐

☐

General Appearance of Properties

☐

☐

☐

☐

Appeal to Market

☐

☐

☐

☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise)

The subject is located in southeast Hattiesburg. Homes in the area vary in age, quality, condition, and levels of maintenance. Homes in the area vary in size, condition, quality and levels of maintenance.

SITE

Dimensions

70x120

=

8400 sq. ft.

☐ Corner Lot

Zoning Classification

Single Family Residential

Present improvements

☐ do

☐ do not conform to zoning regulations

Highest and best use:

☐ Present use

☐ Other (specify)

Public

☒

Other (Describe)

Elec.

☒

Gas

☒

Water

☒

San. Sewer

☒

☐ Underground Elect. & Tel.

OFF SITE IMPROVEMENTS

Street Access:

☒ Public

☐ Private

Surface

Asphalt paved

Maintenance:

☒ Public

☐ Private

☐ Storm Sewer

☐ Curb/Gutter

☐ Sidewalk

☐ Street Lights

Topo

Generally level

Size

Typical

Shape

Rectangular

View

Vacant lot

Drainage

Appears adequate/Flood zone

Is the property located in a HUD Identified Special Flood Hazard Area?

☐ No

☒ Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions)

No adverse easements or encroachments are noted. No survey has been provided. This property is located in the flood zone. New construction would have to be above the flood plain. The site has frontage on Dewey Street and Coit Street.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

For the Market Data Analysis

☒ See grid below.

☐ See narrative attachment.

ITEM	Subject Property	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	Dewey Street & Coit Hattiesburg, MS 39401	0 South Chancellor Hattiesburg, MS 39401		0 Douglas Street Hattiesburg, MS 39401		1315 North Main Street Hattiesburg, MS 39401	
Proximity to Subj.		4.66 miles S		4.59 miles S		0.39 miles SW	
Sales Price	\$ NA		\$ 4,500		\$ 6,500		\$ 4,900
Price	\$		\$		\$		\$
Data Source		MLS#106748		MLS#106749		MLS#109999	
Date of Sale and Time Adjustment	DESCRIPTION NA	DESCRIPTION 12/06/2016	+ (-) \$ Adjustment	DESCRIPTION 12/06/2016	+ (-) \$ Adjustment	DESCRIPTION 01/19/2018	+ (-) \$ Adjustment
Location	Flood Zone/Urban	Urban	-1,500	Urban	-1,500	Urban	-1,500
Site/View	Street/Avg	Street/Avg		Street/Avg		Street/Avg	
Site Area	8400 sq. ft.	16200 sf	-1,200	21,600 sf	-2,200	16560 sf	-1,200
	Generally level	Generally level		Generally level		Generally level	
Sales or Financing Concessions							
Net Adj. (Total)		☐ Plus ☒ Minus \$	-2,700	☐ Plus ☒ Minus \$	-3,700	☐ Plus ☒ Minus \$	-2,700
Indicated Value of Subject		Gross 60.0%		Gross 56.9%		Gross 55.1%	
		Net -60.0%	\$ 1,800	Net -56.9%	\$ 2,800	Net -55.1%	\$ 2,200

RECONCILIATION

Comments on Market Data:

Market activity is somewhat limited in the subject neighborhood. I have include a 4th comp that is located in the flood zone. However, it is an older sale.

Comments and Conditions of Appraisal:

This appraisal has been done in "as-is" condition. No mineral rights have been considered.

Final Reconciliation:

The sales comparison approach has been relied on for the opinion of value.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF

December 14

, 2019

to be \$1,800

Ladd Appraisal Services, LLC

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

APPRAISER’S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
21. If this appraisal report was transmitted as an “electronic record” containing my “electronic signature,” as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER’S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- 1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
- 4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- 5. If this appraisal report was transmitted as an “electronic record” containing my “electronic signature,” as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature _____
Name Becky Ladd
Company Name Ladd Appraisal Services, LLC
Company Address P. O. Box 16658
Hattiesburg, MS 39404
Telephone Number 601-261-0343
Email Address beckyladdapprais@bellsouth.net
Date of Signature and Report December 17, 2019
Effective Date of Appraisal December 14, 2019
State Certification # _____
or State License # LA-456
or Other _____ State # _____
State MS
Expiration Date of Certification or License 11/30/2021

ADDRESS OF PROPERTY APPRAISED
Dewey Street & Coit
Hattiesburg, MS 39401
APPRAISED VALUE OF SUBJECT PROPERTY \$ 1,800
CLIENT
Name Ms. Ann Jones
Company Name City of Hattiesburg
Company Address 200 Forrest Street
Hattiesburg, MS 39403
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____

Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
- ☐ Did inspect exterior of subject property from street
Date of Inspection _____
- ☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
- ☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

ADDITIONAL COMPARABLES

Intended User City of Hattiesburg

Property Address Dewey Street & Coit

City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
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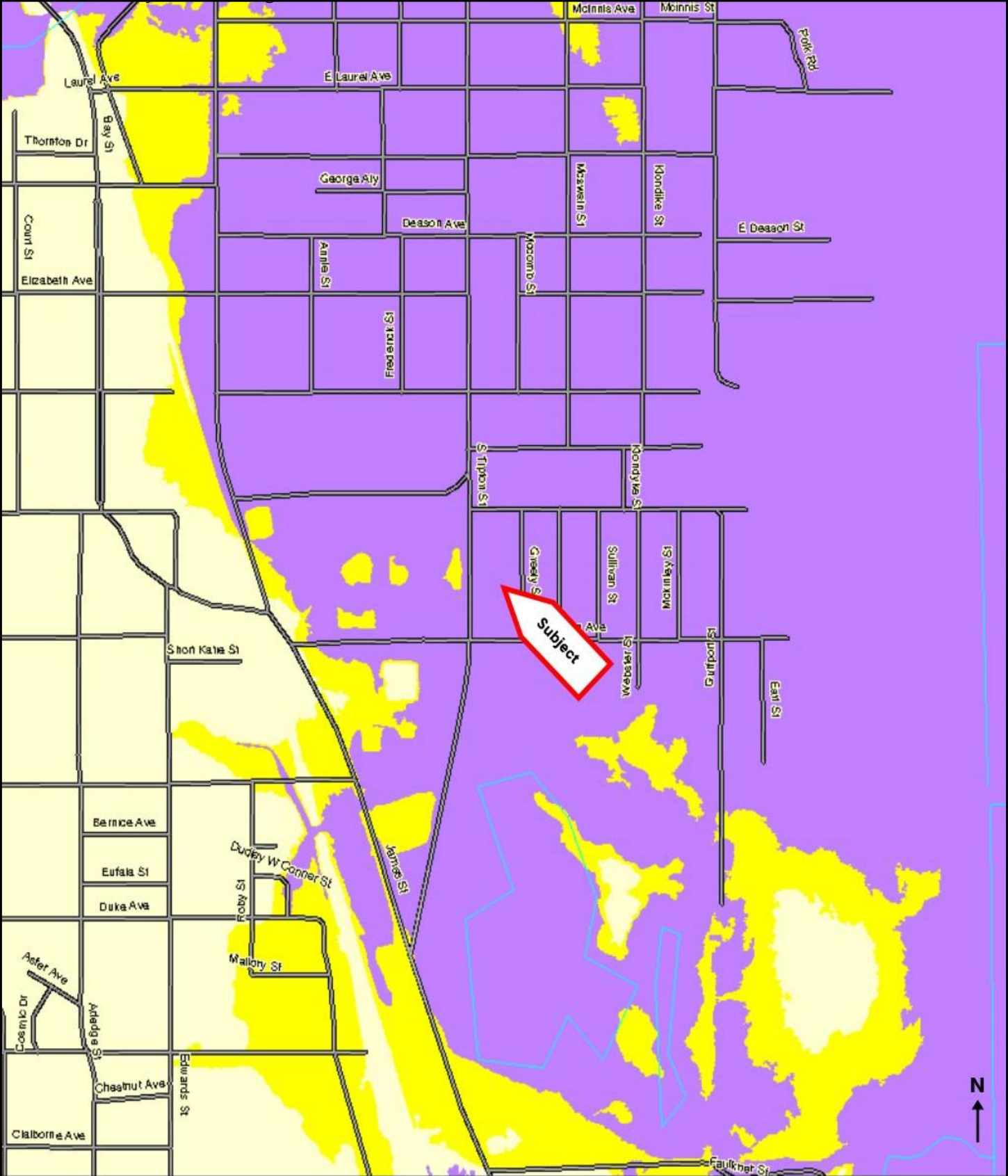
Client City of Hattiesburg

MARKET DATA ANALYSIS	ITEM	Subject Property	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
	Address	Dewey Street & Coit Hattiesburg, MS 39401	1504 East Hardy Street Hattiesburg, MS 39401					
	Proximity to Subj.		1.50 miles SE					
	Sales Price	\$ NA		\$ 1,000		\$		\$
	Price	\$		\$		\$		\$
	Data Source		MLS#84531					
	Date of Sale and Time Adjustment	DESCRIPTION NA	DESCRIPTION 02/01/2012	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment
	Location	Flood Zone/Urban	Flood Zone/Urban					
	Site/View	Street/Avg	Street/Avg					
	Site Area	8400 sq. ft.	8400 sf/Eq					
		Generally level	Similar					
	Sales or Financing Concessions							
	Net Adj. (Total)		☐ Plus ☐ Minus \$		☐ Plus ☐ Minus \$		☐ Plus ☐ Minus \$	
Indicated Value of Subject		Gross 0.0% Net 0.0% \$ 1,000		\$		\$		

Comments on Market Data Analysis

FLOOD MAP

Intended User	City of Hattiesburg				
Property Address	Dewey Street & Coit				
City	Hattiesburg	County	Forrest	State	MS
				Zip Code	39401
Client	City of Hattiesburg				



Flood Zones

- | | |
|--|--|
|  Areas inundated by 500-year flooding |  Floodway areas |
|  Areas outside of the 100- and 500-year flood plains |  Floodway areas with velocity hazard |
|  Areas inundated by 100-year flooding |  Areas of undetermined but possible flood hazards |
|  Areas inundated by 100-year flooding with velocity hazard |  Areas not mapped on any published FIRM |

Flood Zone Determination

Latitude: 31.316451
Longitude: -89.279410
Community Name: HATTIESBURG, CITY OF
Community: 280053
SFHA (Flood Zone): Yes
Within 250 ft. of multiple flood zones: Yes
Zone: AE
Panel: 0109E
FIPS Code: 28035
Map #: 28035C0109E
Panel Date: 03/16/2015
Census Tract: 5

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SITE PLAN

Intended User	City of Hattiesburg				
Property Address	Dewey Street & Coit				
City	Hattiesburg	County	Forrest	State	MS
				Zip Code	39401
Client	City of Hattiesburg				

12/17/2019

Print



Forrest County, MS

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Forrest County Tax Assessor/Collector
601 Main St
Hattiesburg, MS 39401
(601) 582-8228

PPIN:	15186
PARCEL_ID:	2-029B-03-237.00
OWNERNAME:	CITY OF HATTIESBURG
ADDRESS1:	% PEARLEE M WOODARD
ADDRESS2:	28602 E KALONG CIRC
CITY:	SOUTHFIELD
STATE:	MI
ZIP:	48034
SECTION:	03
TOWNSHIP:	04N
RANGE:	13W
LEGAL1:	LT 5 & 6 BLK 26 H I FERGUSON SUB OFMAYFLOWER PREV
LEGAL2:	#:H0220-06-002
LEGAL3:	
TAX_DIST:	1110
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	1680
CULT_VAL2:	0
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	1680
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	1680
EXEMPT_COD:	12
HOMESTEAD:	
DEED_BOOK:	
DEED_PAGE:	
DEED_DATE:	
SITUS_ADDR:	0

PHOTOGRAPH ADDENDUM

Intended User	City of Hattiesburg				
Property Address	Dewey Street & Coit				
City	Hattiesburg	County	Forrest	State	MS
				Zip Code	39401
Client	City of Hattiesburg				



FRONT VIEW OF
SUBJECT PROPERTY



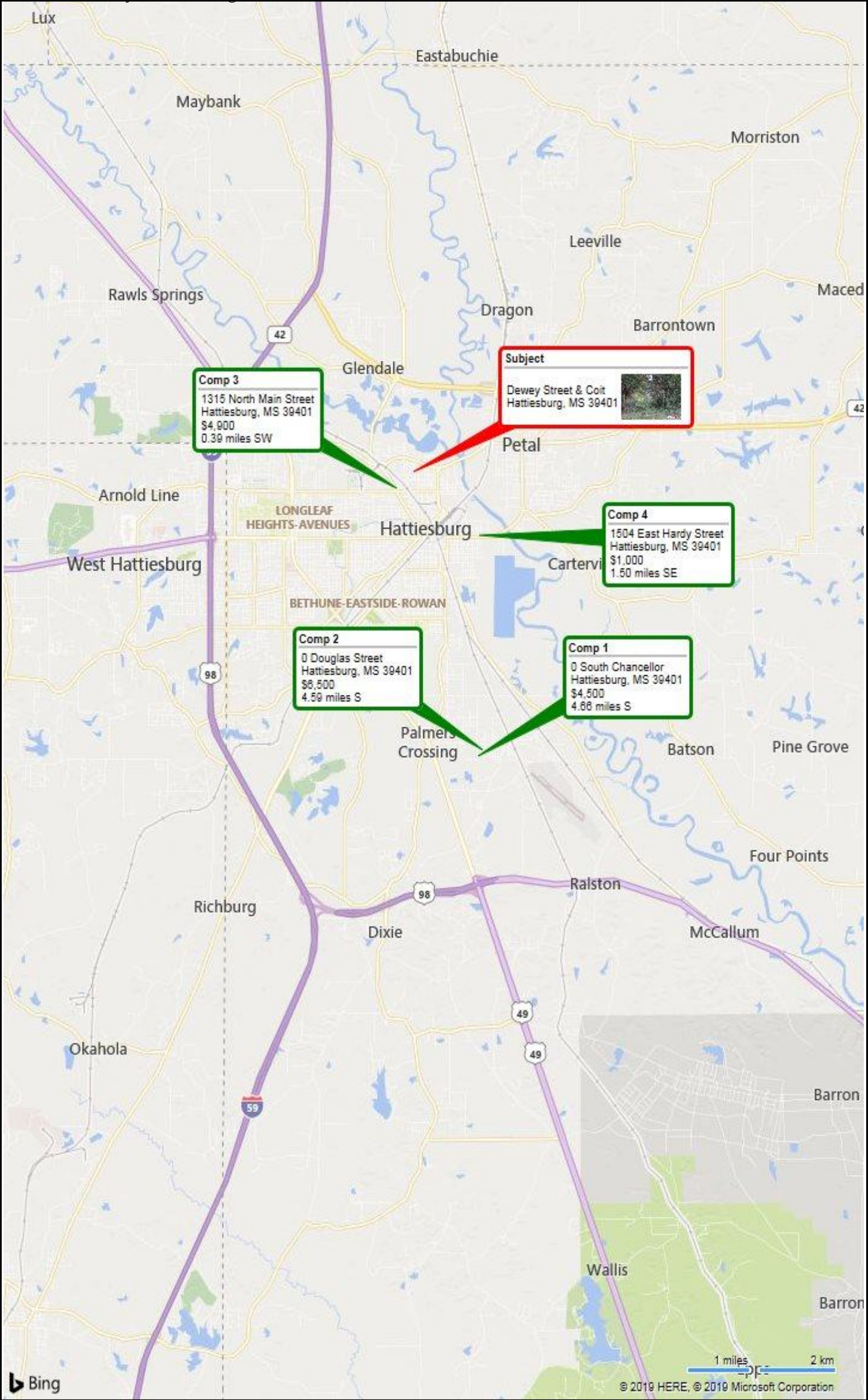
REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE OF
SUBJECT PROPERTY

Location Map

Intended User	City of Hattiesburg				
Property Address	Dewey Street & Coit				
City	Hattiesburg	County	Forrest	State	MS
				Zip Code	39401
Client	City of Hattiesburg				



State of Mississippi	
MISSISSIPPI REAL ESTATE APPRAISER LICENSING AND CERTIFICATION BOARD	
LICENSE # : LA-456	STATUS: ACTIVE
BECKY S LADD	
HAS BEEN GRANTED A LICENSE AS A LICENSED APPRAISER	
Effective Date: 12/01/2019	Expiration Date: 11/30/2021
<i>Becky S Ladd</i>	
SIGNATURE OF LICENSEE	
Robert E. Praytor, Administrator	

APPRAISAL REPORT

**Vacant Lot; (PPIN No. 15186)
Located along Dewey Street,
Hattiesburg, Forrest County, Mississippi 39401**



Prepared For:

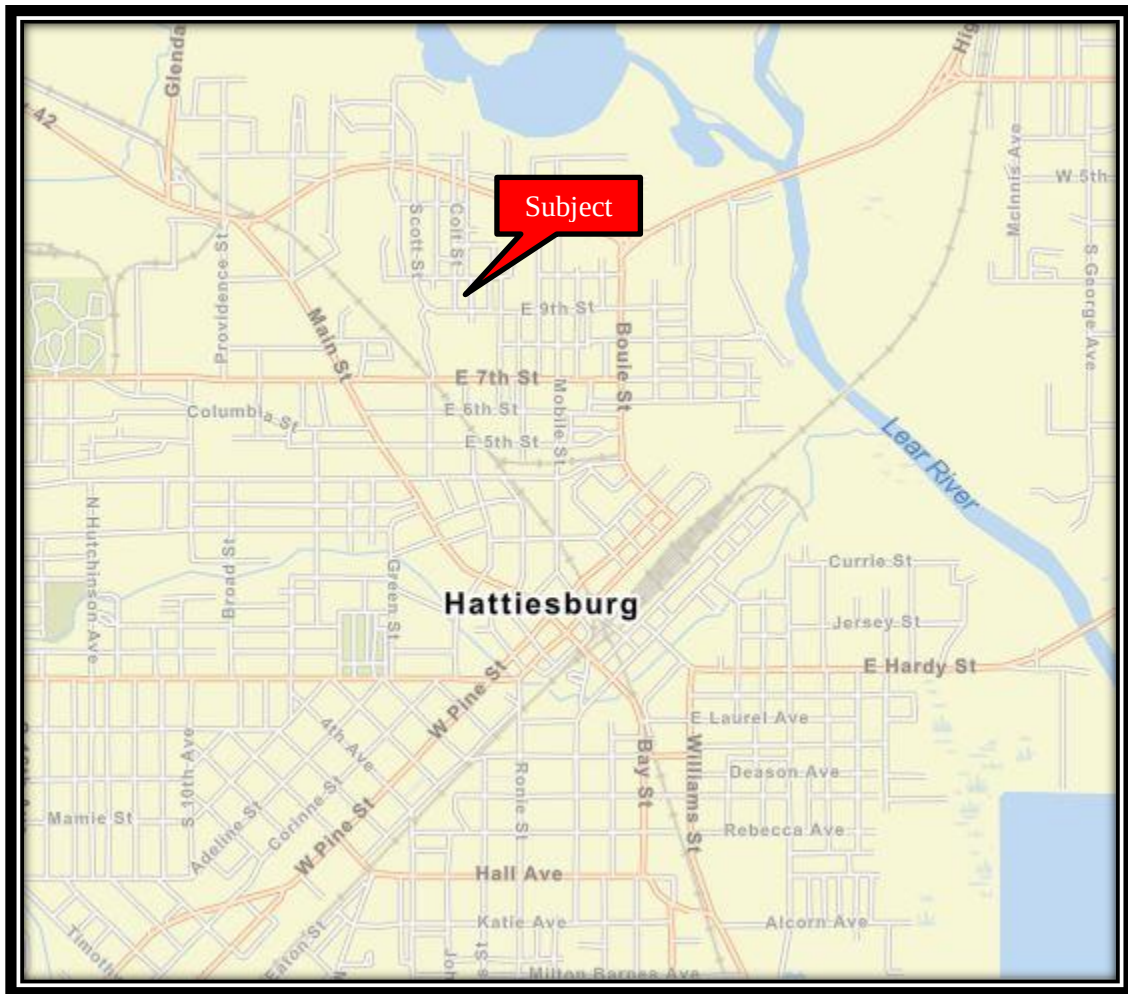
City of Hattiesburg

Requested By:

**Ms. Ann Jones,
Chief Administrative Officer**

As Of:

December 12th, 2019



LOCATION MAP

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ADDENDA

Subject Exhibits

Engagement Letter

Qualifications of Appraiser

City of Hattiesburg

December 17th, 2019

City of Hattiesburg
c/o Ms. Ann Jones,
Chief Administrative Officer

Re: Appraisal of a vacant parcel of land identified as PPIN No. 15186 located along Dewey Street,
Hattiesburg, Forrest County, Mississippi 39401

Dear Ms. Jones:

Thank you for the opportunity to provide appraisal services. Based on our agreement, I have performed an appraisal and reported our findings in this Appraisal Report. This report is intended to comply with the reporting requirements under Standards Rule 2.2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP 2018-2019 edition).

REAL ESTATE MARKET VALUE			
Appraisal Condition	Interest Appraised	Effective Date of Value	Market Value
"As Is"	Fee Simple Estate	December 12 th , 2019	\$2,000

The following report sets out my reasoning, methodology, and conclusions. It has been prepared in accordance with the appraisal standards and procedures as currently promulgated by the Appraisal Standards Board of the Appraisal Foundation (USPAP 2018-2019 Edition). The report is also prepared in accordance with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.

I strive to present the most timely market data with pertinent analytical methods reflective of current market participants. Nonetheless, we are receptive to suggestions of methodology, presentation or other concerns about this report. I appreciate this opportunity to provide service and look forward to providing appraisal or consulting services for the City of Hattiesburg in the future.

Respectfully submitted,



Zachary H. Fairley
State Licensed Real Estate Appraiser,
#LA-1868

Summary of Salient Facts and Conclusions	
Property Name	Vacant Land
Property Address	Dewey Street Hattiesburg, Forrest County, Mississippi 39401
Property Location	The property is located in the eastern portion of Hattiesburg. More specifically, the property is identified as Lots 5 & 6, Block 26, in the H.I. Ferguson Subdivision.
Property Tax Identification Number(s)	2-029B-03-237.00
Owner of Record	City of Hattiesburg
Date of the Report	December 17 th , 2019
Effective Date of the Appraisal	December 12 th , 2019
Property Rights Appraised	Fee Simple
Land Area	70' x 120' or 8,400 Square Feet, More or Less The site size was obtained from the Forrest County Tax Assessor's records, and considered to be accurate. A survey of the property was not provided. If a survey is provided indicating a different acreage, we reserve the right to alter our value.
Zoning Designation	R-1C; Single-family Residential
Highest and Best Use As Vacant	Single-family Residential
Estimated Exposure Time and Marketing Period	12-18 Months
Property Rights Appraised	Fee Simple
Current Use	Vacant Land
Market Value Conclusions	"As Is"
Sales Comparison Approach	\$2,000
Final Value Conclusion	\$2,000

Purpose of the Appraisal

The purpose of this appraisal is to develop an opinion of the market value as is of the fee simple interest in the property as of the effective appraisal date, December 12, 2019.

Intended Use/Client and Intended User(s)

The intended use of this report is for negotiating the potential purchase by the client and/or participants. It is our understanding that the client and intended user of the report is the City of Hattiesburg. The appraisal is not intended for any other use or user. The definition of market value relied upon is included before the Addenda.

Competency of the Appraisers

The appraisers' specific qualifications are included within this report. These qualifications serve as evidence of their competence for the completion of this appraisal assignment in compliance with the competency provision in USPAP. The appraisers' knowledge and experience, combined with their

professional qualifications, are commensurate with the complexity of this assignment. The appraiser has previously provided consultation and value opinion for properties similar to the subject in Hattiesburg, Mississippi and the regional area.

Interest Appraised

- **Fee Simple Interest** is absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Effective Date of Value

December 12th, 2019

Date of Report

December 17th, 2019

Scope of Work

Scope of work is the most critical decision an appraiser will make in performing an assignment. Solving an appraisal problem involves three steps:

1. Identifying the problem
2. Determining the solution (or scope of work)
3. Applying the solution

None of the three steps can be omitted, and each must be performed in order. To analyze the problem, the appraiser identifies seven key assignment elements: (1) client, (2) intended users in addition to the client, (3) intended use, (4) objective of the appraisal, or type of value and its definition, (5) effective date, (6) property characteristics that are relevant to the assignment such as the interest to be valued and physical and legal characteristics), and (7) assignment conditions such as hypothetical conditions, extraordinary assumptions, and other requirements. These elements provide the framework for the assignment and allow the appraiser to identify the problem to be solved.

The second step is to determine the scope of work to solve the problem. Scope of work encompasses all aspects of the valuation process, including which approaches to value will be used; how much data is to be gathered, from what sources, from which geographic area, and over what time period; the extent of the data verification process; and the extent of property inspection, if any. The scope of work decision is appropriate when it allows the appraiser to arrive at credible assignment results and is consistent with the expectations of similar clients and the work that would be performed by the appraiser's peers in a similar situation.

Source: *Appraisal of Real Estate 14th Edition*

Inspection

The subject property was inspected by Zac Fairley on December 12, 2019. The readily accessible areas of the site were walked by the appraiser. Photographs were taken to document this and will be available later in the report. The surrounding neighborhood and area was also inspected on this day as well.

I am not an engineer and not competent to judge matters of an engineering nature, nor have I retained independent structural, mechanical, electrical, or civil engineers in connection with the report. As such, I

make no representations relative to the condition of the improvements, if any exist. Unless otherwise noted in the report, no problems were brought to the attention of the appraiser by the client or property owner.

If questions regarding engineering studies are critical to the decision process of the reader, the advice of competent engineering consultants should be obtained and relied upon.

Data Research

The type and extent of my research and analysis is detailed in individual sections of the report. This includes the steps took to verify comparable sales, which are disclosed in the comparable sale profile sheets in the report. Although we make an effort to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Legal Description

A parcel of land identified as Lots 5 and 6, Block 26, in the H.I. Ferguson Subdivision, in Section 3, Township 4 North, Range 13 West, Forrest County, Mississippi. We have provided a copy of the legal description in the Site Description of this report.

Property History/Ownership

The property has been owned in excess of three years by the City of Hattiesburg. We are not aware of any conveyances in ownership in the last three years.

To the best of my knowledge, the property is not currently listed for sale nor is it under contract or option to purchase.

Taxes and Assessments

ASSESSMENT INFORMATION - Forrest COUNTY						
PPIN #	Land Size	Land Assessment		Improvement Assessment		Total Assessment
15186	70'x120'	\$1,680	100%	0	0%	\$0

TAX INFORMATION - Forrest COUNTY				
County	City	School	Total	Taxes Paid
\$0.00	\$0.00	\$0.00	Exempt	Exempt

Definition of Market Value¹

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

¹ Definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC and in the Interagency Appraisal and Evaluation Guidelines, dated December 2, 2010.

Marketing Time

The reasonable marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded Market Value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. In this instance, we have determined a 12-18 month marketing time for the subject.

Exposure Time

Reasonable exposure time is one of a series of conditions in most Market Value definitions. Exposure time is always presumed to precede the effective date of the appraisal.

Exposure time may be defined as follows: the length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at Market Value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Exposure time is different for various types of property and under various market conditions. It is noted that the overall concept of reasonable exposure encompasses not only adequate, sufficient, and reasonable time but also adequate, sufficient, and reasonable effort. This statement focuses on the time component.

The fact that exposure time is always presumed to occur prior to the effective date of the appraisal is substantiated by related facts in the appraisal process: supply/demand conditions as of the effective date of the appraisal; the use of current cost information; the analysis of historical sales information (sold after exposure and after completion of negotiations between the seller and buyer); and the analysis of future income expectancy projected from the effective date of the appraisal.

Source: Standards 6 (SMT-6) *Uniform Standards of Professional Appraisal Practice*, 2010-2011 Edition, published by the Appraisal Standards Board of the Appraisal Foundation

Exposure period can be based on statistical information about days on market; information gathered through sales verification and interviews of market participants. In this instance, we have determined a 12-18 month exposure time for the subject.

The Market Value of the property appraised in this report is determined as of the date shown in the Certification. Constantly changing economic conditions have varying effects upon real property values. Even after the passage of a relatively short period of time, property values may change substantially.

Extraordinary Assumption

An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

The definition of "extraordinary assumption" builds upon the definition of "assumption". Therefore, the first thing to acknowledge with regard to an extraordinary assumption is that we really believe an extraordinary assumption to be true. Second, we acknowledge that if we found that the extraordinary assumption was actually not true, then our value opinion could be impacted or changed as a result. This is what makes it extraordinary, because it is so relevant to our appraisal or value opinion. Therefore SR 2-1(a) requires that all extraordinary assumptions be disclosed, so that everyone knows that the value opinion depends upon the extraordinary assumption being true.

Hypothetical Condition

That which is contrary to what exists but is supposed for the purpose of analysis.

Extraordinary Assumptions Compared to Hypothetical Conditions

The best way to distinguish between an extraordinary assumption and a hypothetical condition is, if as of the date of value, the condition in question is known to be false; then it is a hypothetical condition. If, as of the date of value, the fact of the condition is unknown and it is reasonable to believe that the condition is true, then the condition is an extraordinary assumption.

Comment: Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

No extraordinary assumptions or hypothetical conditions were made part of this report.

Regional Description

AREA ANALYSIS

LOCATION:

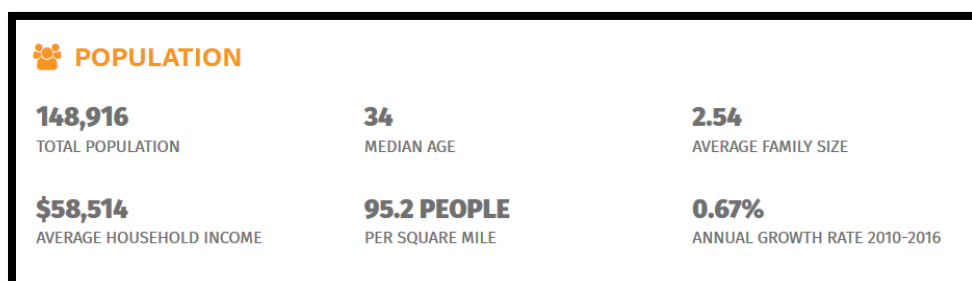
Hattiesburg is centrally located to several major markets, thus its nickname the “Hub City.” These markets include:

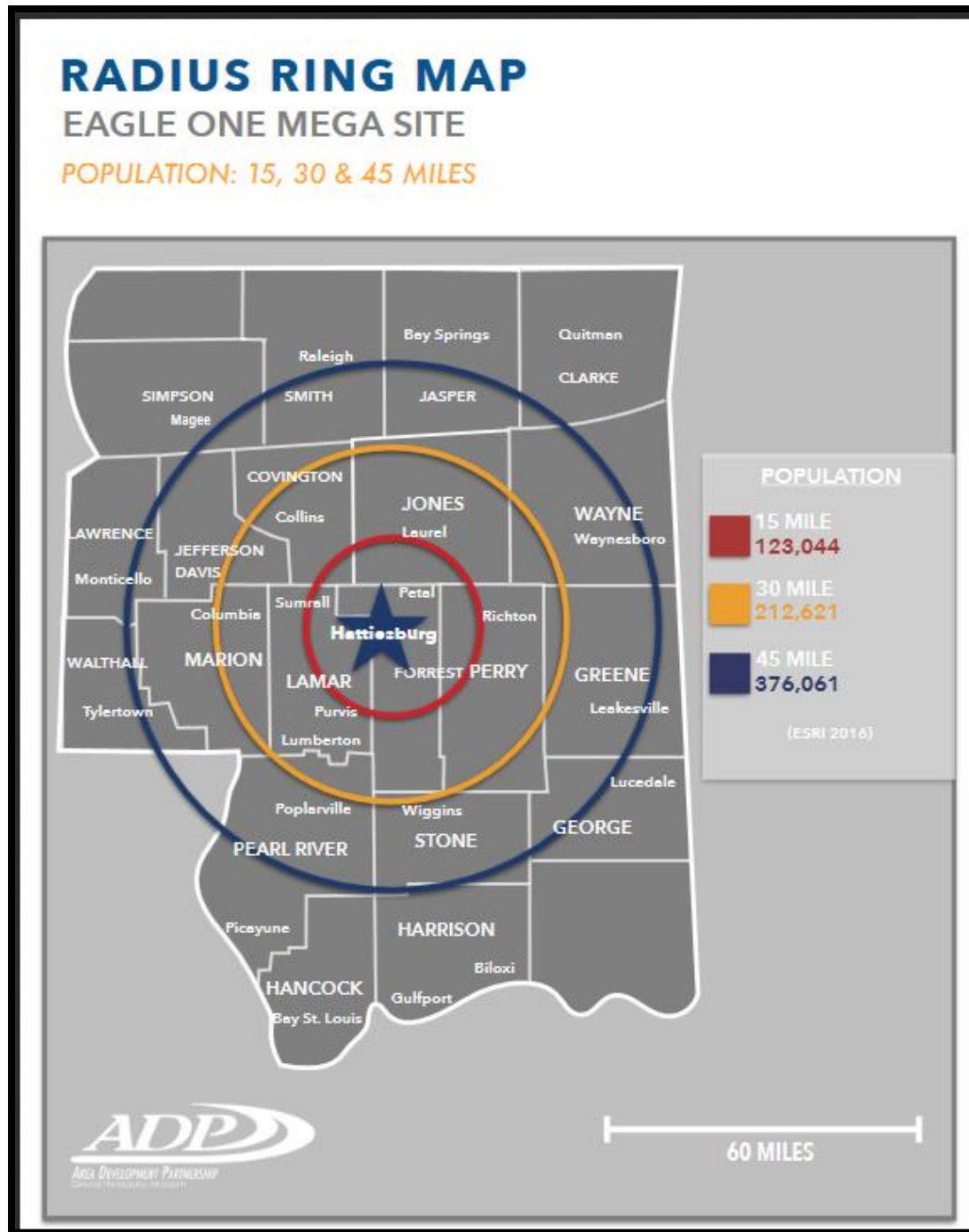


POPULATION:

The following statistics are available from the US Census Bureau. Historical population statistics for the area are summarized as follows:

The chart exhibits the trend in population for the region from 1990 to 2010(2006 for Forrest and Lamar Counties). The Hattiesburg MSA has seen above average growth since 1990.





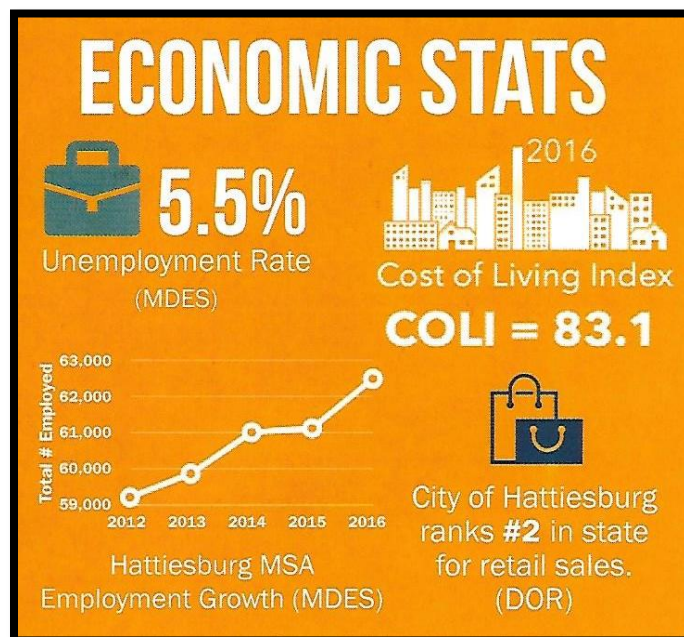
BUSINESS AND INDUSTRY:

There are approximately 92 manufacturing firms in the county, employing 5,300 workers. Hattiesburg has a fully-developed industrial park with 325 available spaces.

The agriculture income for the county averages \$20 million annually. Forestry is the county's largest agri-business, producing about \$8 million in sales. Tables of the largest manufactures and employers are shown below.

 TOP EMPLOYERS	
MANUFACTURING/DISTRIBUTION EMPLOYERS	
EMPLOYER	# OF EMPLOYEES
Mar-Jac Poultry	861
Channel Control Merchants	688
Kohler Engines	400
Georgia Pacific, Leaf River Cellulose	300
Hood Industries – Beaumont	200
Johnson Controls Company	200
Mississippi Tank	192
Borden	175
Select Product Group	148
Stion	125
Hattiesburg Coca-Cola	125
Resinall	115
Western Contalner	114

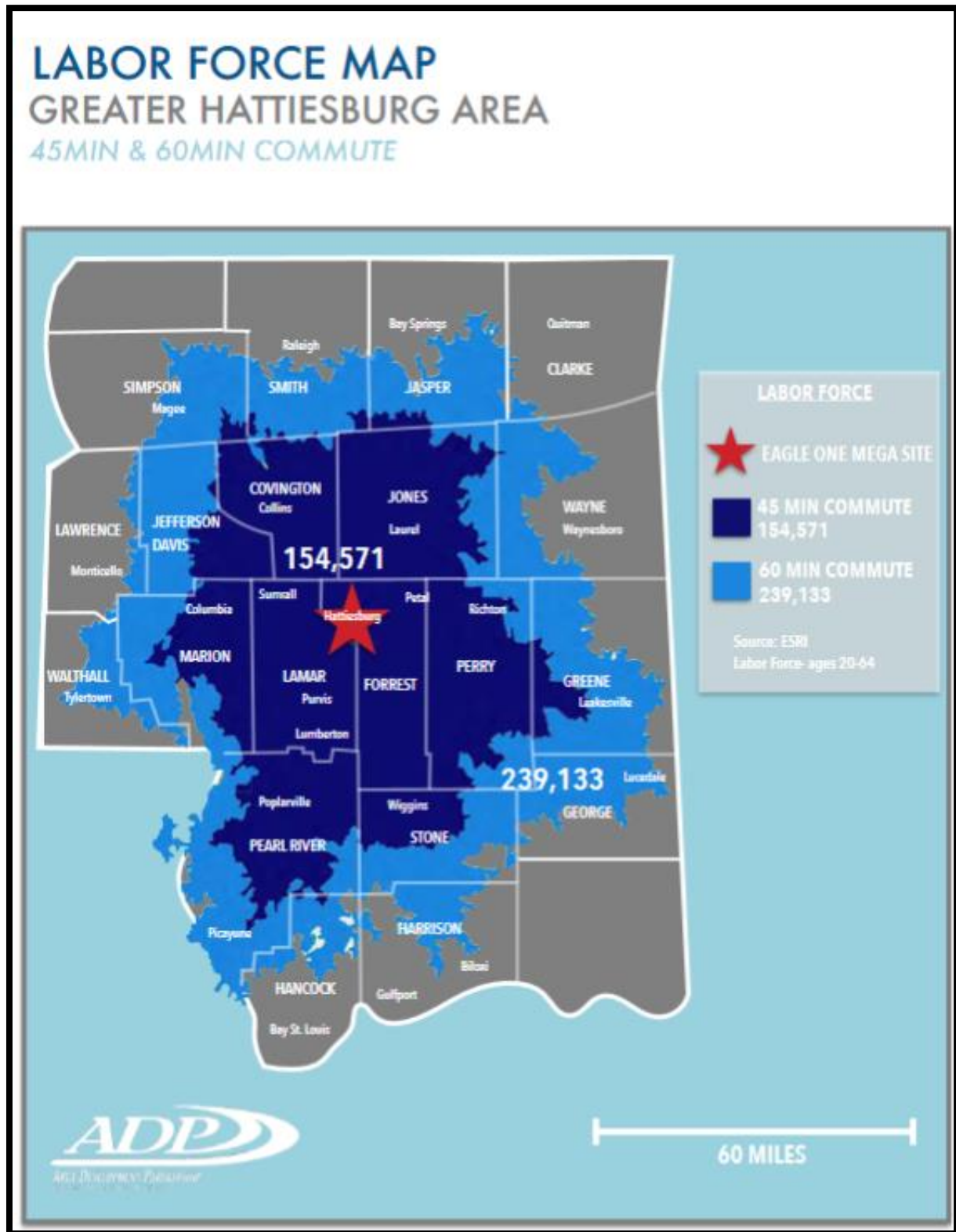
SERVICE EMPLOYERS	
EMPLOYER	# OF EMPLOYEES
Forrest General Hospital	3151
University of Southern Mississippi	2300
Hattiesburg Clinic	2218
Camp Shelby	2200
Lamar County School District	1300
Merit Health Wesley	1222
General Dynamics Information Technology (GDIT)	1000+
Hattiesburg Public School	750
City of Hattiesburg	717
Petal School District	535
South Mississippi EPA	400
William Carey University	370
Regions Bank	329



ECONOMIC BASE

Hattiesburg, also known as the “Hub City,” is within 100 miles of the state capital, Jackson, as well as the Gulf Coast, New Orleans, LA, and Mobile, AL. The greater Hattiesburg area is the educational, retail, military, and medical center for more than a quarter of a million people throughout southeast Mississippi. Hattiesburg MSA is the site of numerous small and several large corporations. The largest employers in terms of total employment in Hattiesburg MSA are summarized in the chart below.





GROWTH

The ADP (Area Development Partnership) has recently secured options on a 2,222 acre mega-site. This large industrial site is the first of its kind in South Mississippi. The site has 2.8 miles of frontage along I-59 and 1.2 miles of frontage along Hwy 11. Hattiesburg has recently been named one of the 50 fastest growing metro areas in America. This new site provides for an increased growth in business development and employment.

SOUTH MISSISSIPPI'S PREMIER MEGA SITE

- Over **2200 acres** available for development
- Approximately **3 miles** of frontage on Interstate 59
- Over **1 mile** of frontage on U.S. Highway 11
- **All Technical Due Diligence** completed
- Conceptual plan shows **>8M sq. ft.** under roof
- Rail service provided by **Norfolk Southern**



DISTRICT AT MIDTOWN

Mixed Use Development under construction

\$34M

290 Jobs





ANNOUNCED PROJECTS

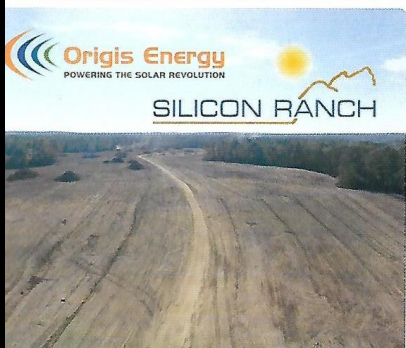
\$280+
Million
in capital investment



1,100+
full-time jobs



Investing **\$120M** &
creating **260 jobs**



SILICON RANCH



\$200M
in green solar energy
under construction

ECONOMIC DEVELOPMENT

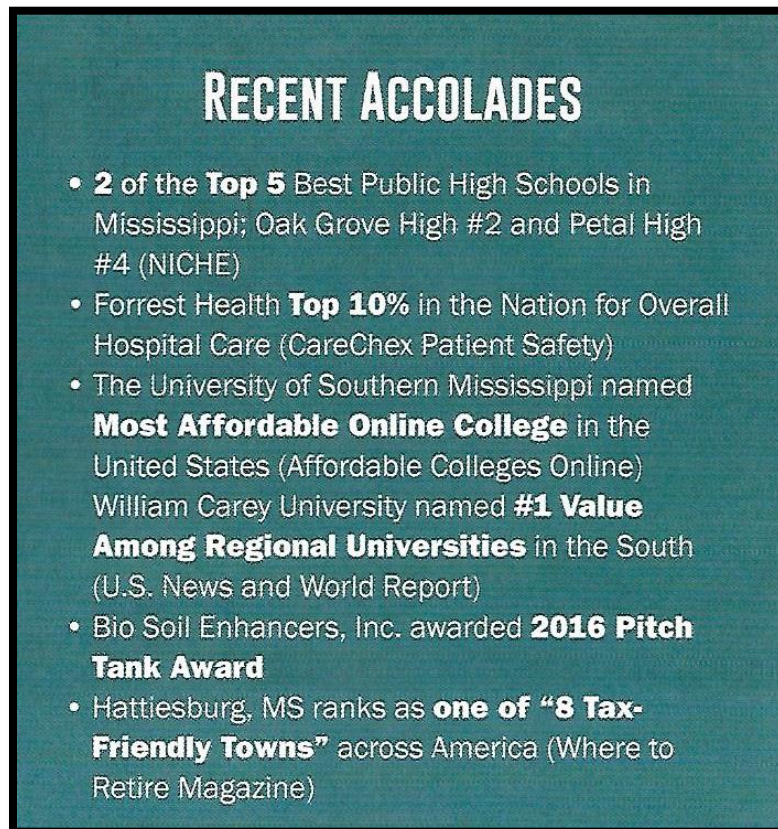
NEW AND EXPANDING BUSINESSES ANNOUNCED IN 2016

Company	Investment	Jobs
Mar-Jac Poultry	\$36,915,000.00	100
District at Midtown	\$34,000,000.00	290
Forrest General Hospital	\$34,000,000.00	151
The University of Southern Mississippi	\$26,800,000.00	
Camp Shelby	\$22,300,000.00	
The Met Apartments*	\$18,000,000.00	
SPG	\$15,000,000.00	25
Lone Star Gas*	\$13,000,000.00	
William Carey University	\$8,600,000.00	19
Enterprise Gas Products*	\$8,000,000.00	
Hattiesburg Clinic	\$7,873,000.00	58
Wis-Pak	\$5,200,000.00	
Johnson Controls	\$4,136,000.00	12
Kohler	\$3,903,865.00	
Channel Control Merchants	\$3,706,181.00	170
Green Bay Converting	\$3,551,910.29	
Magnolia State Bank	\$3,500,000.00	4
Planet Fitness*	\$3,361,598.00	
Cavender's Western Outfitter*	\$3,243,500.00	12
Eagle Flatts*	\$3,131,897.91	
Western Container Corp.	\$2,326,429.00	
Merit Health Wesley	\$2,300,000.00	45
Baker and Graham Dental Clinic	\$1,996,900.00	2
The Summit Shopping Center	\$1,800,000.00	
Southern Grand Theatres Hattiesburg 18*	\$1,600,000.00	
Lil' Butcher Shoppe	\$1,415,000.00	
Mississippi Tank Company	\$1,293,649.83	
Panera Bread	\$1,233,207.00	
The Shoppes at Park Crest*	\$1,230,000.00	
Zaxby's (Petal)*	\$1,227,000.00	
Hibatchi Express / Insomnia Cookies	\$1,100,000.00	20
Dandy Dan's (Smith Petroleum Co., Inc.)	\$1,015,278.00	
Zaxby's (Hattiesburg)*	\$1,006,718.00	
Weyerhaeuser	\$1,000,000.00	
Dollar General Store (Hattiesburg)*	\$822,100.00	
Up/Down Trampoline Park*	\$820,000.00	
Dollar General Store (Petal)*	\$700,000.00	
CycleBar	\$520,000.00	10
Oxiteno		15
SaviLinx		200
Total	\$281,629,234.03	1,133

*dollar amounts are from building permit figures only

EDUCATION:

The Hattiesburg area has 22 public schools. The Hattiesburg Area Education Foundation provides private funding and special programs to most of these schools to enhance the fundamental curriculum. The business community takes an active role in augmenting the school system through the Adopt-A-School program.



Hattiesburg is home to the University of Southern Mississippi with an enrollment of more than 12,000 students and William Carey College with an enrollment of about 2,000 students. U.S.M. has recently opened a new \$19 million Polymer Science Research Facility that is paralleled by no other in the United States. Jones County Junior College and Pearl River Community College are both within easy driving distance.

HIGHER EDUCATION









INSTITUTION	ENROLLMENT	ANNUAL GRADUATES
University of Southern Mississippi	13,115	3,351
William Carey University	4,415	1,180
Pearl River Community College	4,755	880
Jones County Junior College	4,592	1,071
TOTAL	26,627	6,482

GOVERNMENT:

Hattiesburg has a mayor/council type of government. Forrest County has a five-member board of supervisors.

COMMUNICATIONS:

Newspaper - *Hattiesburg American* (daily) and *Advertiser News* (weekly) is two papers serving Hattiesburg.
Radio Station - Hattiesburg has ten AM/FM stations.
Television - There are two local TV stations and one cable TV Company serving the Hattiesburg area.

**LAW ENFORCEMENT AND
EMERGENCY SERVICES:**

Hattiesburg has a force of 90 officers in the city and 33 in the county. The fire department includes 96 firefighters located at 7 stations.

MEDICAL SERVICES:

Hattiesburg serves as the medical hub of South Mississippi, with two hospitals with 704 beds, the largest multi-specialty clinic in the state, a full service regional reference laboratory, 230 doctors and 43 dentists.

UTILITIES:

The Dixie Electric Power Association, Mississippi Power Company, Pearl River Valley Electric Power Association, South Mississippi Electric Power Association and the Southern Pine Electric Power Association provide electricity to the greater Hattiesburg area.
Hattiesburg's water needs are provided by the City of Hattiesburg, which has a capacity of 16 million g.p.d. Willmut Gas and Oil Company, fuels oil and LP gas are available from local sources.

**CLUBS AND
ORGANIZATIONS:**

Hattiesburg has local groups of most national civic groups. A complete list of these organizations is available through the Hattiesburg Area Chamber of Commerce.

TRANSPORTATION:

Highways - Interstate Highway 59, U.S. Highways 49, 98 and 11, and State Highway 42 serve Hattiesburg.

Airports - Pine Belt Airport is for commercial use and has 6,500 foot runway. Bobby Chain Municipal Airport, noncommercial, has a 6,250 foot runway.

Railroads - Hattiesburg is served by Amtrak, Midsouth Rail, Illinois Central Gulf and Norfolk Southern.

Motor Freight Carriers - Serving Hattiesburg is 17 truck lines and 15 local terminals.

Bus Service - Greyhound/Trailways Bus lines provide passenger and package service.

**PARKS AND
RECREATION:**

Kemper Park and Zoo, Pep's Point Water Park, Camp Shelby War Museum, Hattiesburg Historical Society, Paul B. Johnson State Park, seven local golf courses; U.S.M. - Natural Science Museum and Woods Art Gallery; Checker Hall of Fame; and William Carey College - Lucille Parker Gallery.

Neighborhood Description

The neighborhood is identified as being east of North Main Street, south of Old Highway 42, west of Leaf River, and north of downtown Hattiesburg.

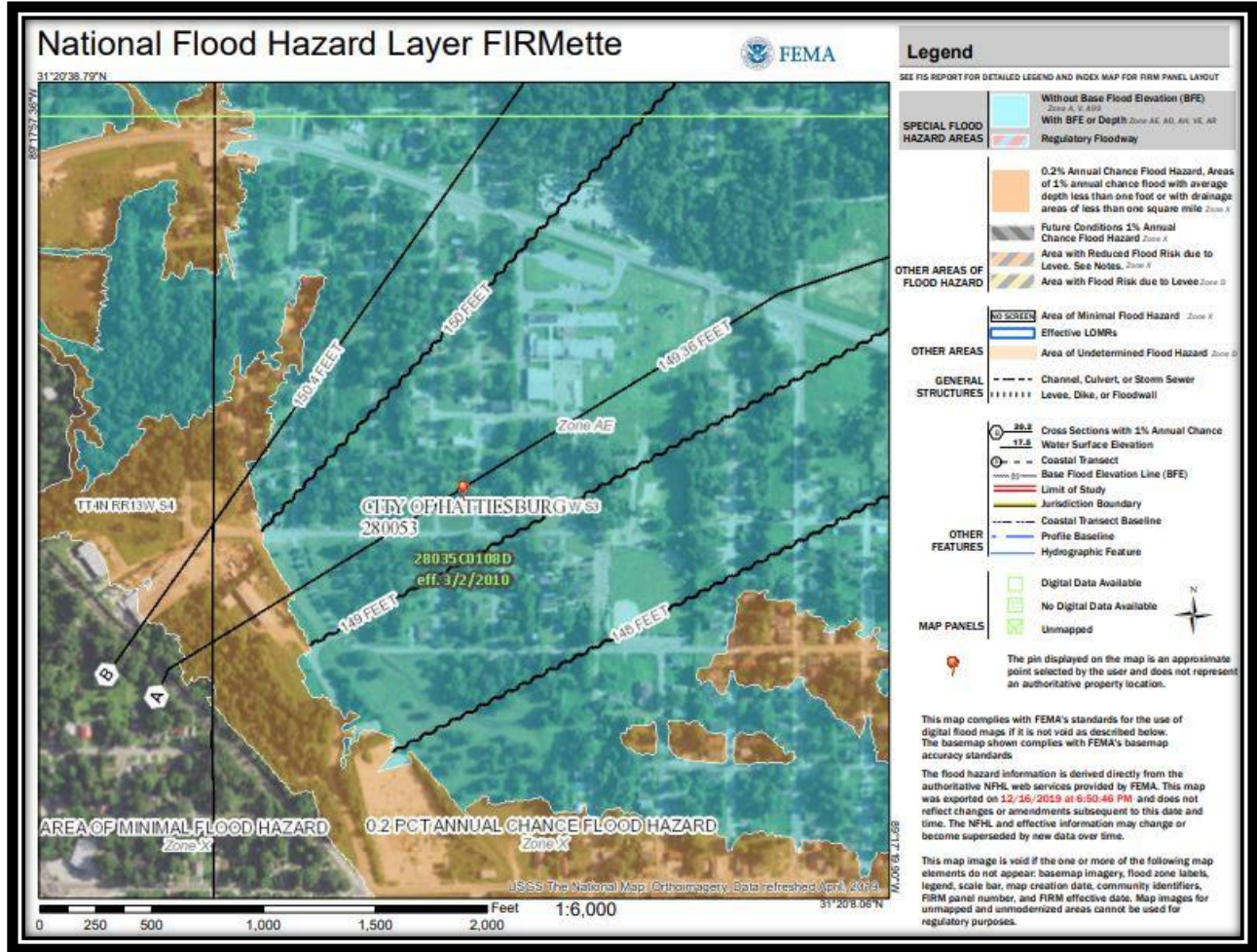
Most new commercial, retail and residential development has shifted to the west Hattiesburg area, principally in the Lamar County area. The area along Old Highway 42 and downtown Hattiesburg has seen very little development in the last 20 years. Due to the population shift away from downtown Hattiesburg, the overall value outlook is weak.

SITE DESCRIPTION	
Location:	Dewey Street
Current Use of the Property:	Vacant Land
Site Size:	Total: 8,400 Square Feet, More or Less Useable: 8,400 Square Feet, More or Less The site has dimensions of 70'x120'. The total site size was determined from the warranty deed and considered accurate. If provided a survey of the property indicating a different acreage, we reserve the right to alter our value.
Frontage/Access:	Dewey Street fronts along the eastern boundary for +/-70 feet. Coit Street fronts along the western boundary of +/-70 feet. The property has access from both Dewey Street and Coit Street.
Visibility:	The site has good visibility and exposure from Dewey Street and Coit Street with limited visibility from E 10 th Street.
Topography:	The site is partially cleared, at the grade of Dewey Street. The perimeter of the property is wooded in nature.
Soil Conditions:	No soil analysis was furnished. For the purpose of this appraisal, soil conditions are assumed to have no detrimental influence on the highest and best use or value of the property.
Utilities:	All city services are available and in place on the property.
Flood Zone:	The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The entire parcel is located in a FEMA Flood Zone AE, which is classified as a flood hazard area. FEMA Map Number: 28035C0108D FEMA Map Date: March 16, 2015
Wetlands/Watershed:	According to the National Wetland Inventory Mapper, the property does not contain wetlands. This would need to be confirmed with an engineer.
Environmental Issues:	There are no known adverse environmental conditions on the subject site. Please reference Limiting Conditions and Assumptions.
Encumbrance / Easements:	I was not provided a current title report to view. I am not aware of any easements, encroachments, or restrictions that would adversely affect value. My valuation assumes no adverse impact from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.

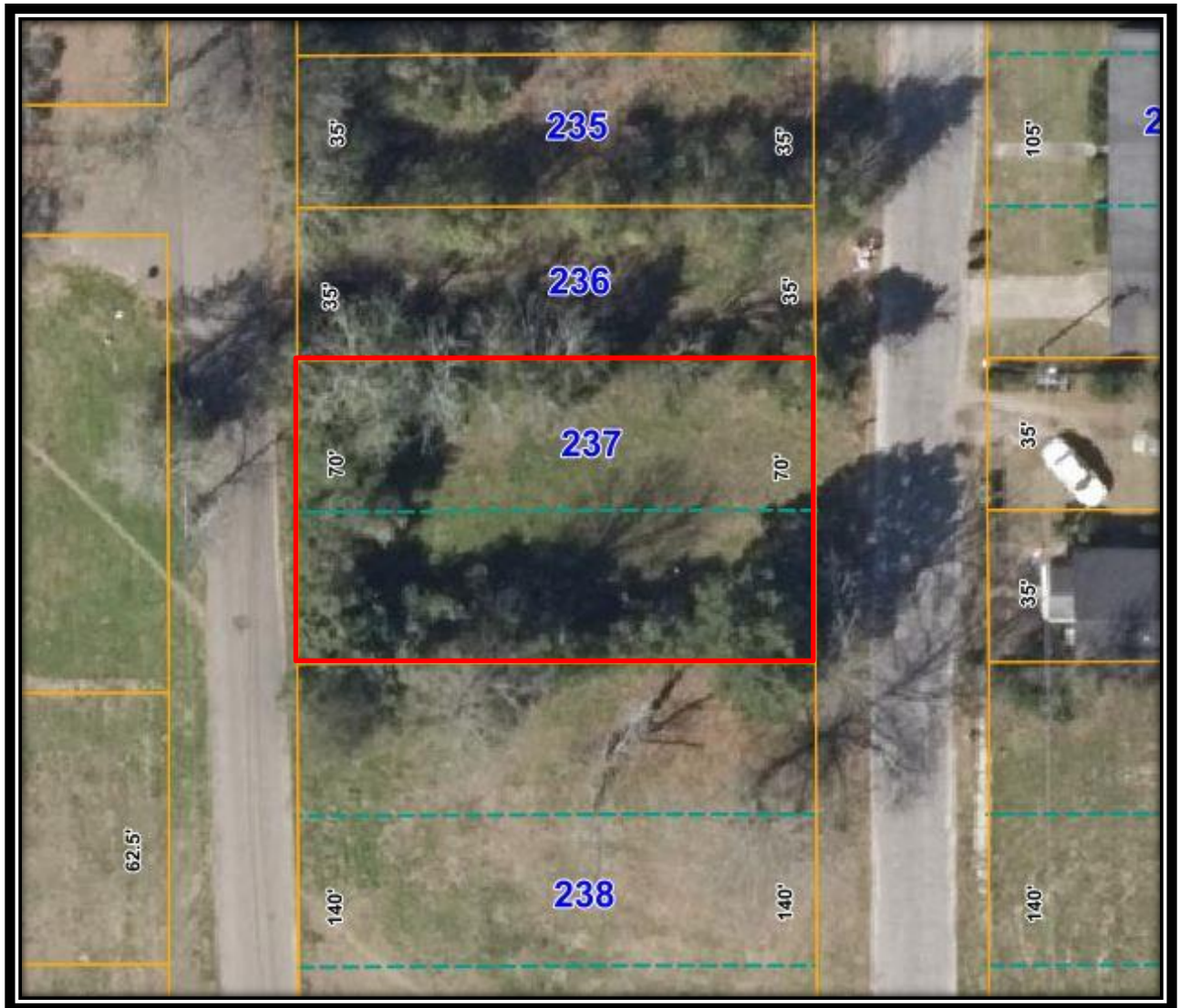
Zoning	R-1C; Single-family Residential
Surrounding Land Uses	Land uses surrounding the property are residential in nature with scattered commercial uses along Old Highway 42 north of the property.



Aerial Map



Flood Map



Tax Map



Southern boundary of the property from Dewey Street



Looking north along Dewey Street from the property



View of the property from Dewey Street



Western boundary of the property from Coit Street



View of the property from Coit Street



Southern boundary of the property from Coit Street

Highest and Best Use

According to the Dictionary of Real Estate Appraisal 5th Edition, highest and best use is defined as: The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible and that results in the highest value. The four criteria the highest and best use must meet are physically possible, legally permissible, financially feasible and maximally productive. Alternatively, the probable use of land or improved property - specific with respect to user and timing of the use - that is adequately supported and results in the highest present value.

When a site is improved, we must recognize that the highest and best use may differ from the existing use; however, the existing use will continue, unless and until, land value (at its highest and best use) exceeds the total value of the property in its present use. The definition of highest and best use recognizes the contribution of a specific use to the community or to individual property owners.

The determination of highest and best use results from the appraiser's judgment and analytical skill; i.e., determination of highest and best use is an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use is the premise upon which value is based. In the context of investment value, "most profitable use" is another alternative term but the degree of risk must be considered.

The highest and best use concept requires an analysis of the subject as if it were vacant and also as improved to determine if the land is more valuable as vacant than the property as improved. There are four criteria that must be met. The highest and best use must be 1) physically possible; 2) legally permissible; 3) financially feasible; and, 4) maximally productive. These criteria are generally considered sequentially and the analysis may indicate more than one use.

Physically Possible

The first constraint on the possible use of the property is dictated by the physical aspects of the site. The size and location of the parcels are the most important determinants of value. In general, the larger the site, the greater the potential to achieve economies of scale and flexibility in development. The site contains approximately 8,400 square feet of fairly level land and is located along Dewey Street, in the H.I. Ferguson Subdivision.

The size and physical configuration of the property would limit a wide variety of uses which a tract of this size could accommodate. Multi-family/apartment development, commercial uses, industrial and warehouse uses can be eliminated.

Legally Permissible

The property is zoned R-1C; Single-family Residential. Therefore, all other uses would not be permitted due to the current zoning.

Financially Feasible/Maximally Productive

Those uses which are financially feasible and that use which is maximally productive are generally closely related. Any use that results in a net return to the land after satisfying the return to the improvements is considered to be financially feasible; however, that use which returns the maximum dollars to the land is considered the use which is maximally productive.

Due to the size of the lots and its location in a residential neighborhood, any form of single-family residential use would be feasible. The adjacent properties are vacant land parcels and residential uses. The most likely of these uses would be for single-family residential use.

As If Vacant

Due to its location and size, the highest and best use as vacant would be for a single-family residential use.

Appraisal Procedure

The main purpose of an appraisal is to solve a problem of a specific property. The appraiser must define the problem, inspect the property, gather all pertinent data, analyze the findings to arrive at a solution, and then present all salient facts and conclusions in the form of an appraisal report.

Since characteristics of real property vary widely, the appraiser must proceed in a systematic fashion producing a thorough and accurate appraisal in an efficient manner.

During the past fifty years, a method of evaluating real estate, "The Appraisal Process", has evolved. The appraisal process involves three different approaches to value, when applicable.

The Cost Approach

In this approach, the appraiser first develops an opinion of value of the land as though vacant as of the date of appraisal. Next, the replacement or reproduction cost new of all improvements is determined. From this total, estimated depreciation is deducted. Depreciation is any loss in improvement value due to physical deterioration and/or functional or external obsolescence. The value of the land is then added to the depreciated replacement or reproduction cost to arrive at an indication of value for the property as a whole.

The Sales Comparison Approach

This is an appraisal technique in which the market value opinion is predicated upon prices paid in actual market transactions and current listings, the former fixing the lower limit of value (price) in a static or advancing market and the higher limit of value in a declining market, with the latter fixing the higher limit in any market. The Sales Comparison Approach is a process of correlation and analysis of similar, recently sold properties. The reliability of this technique is dependent upon: (1) the degree of comparability of each property with the property under appraisal; (2) the time of sale; (3) the verification of the sales data; and (4) the absence of unusual conditions affecting the sale.

The Income Approach

This is a technique in which the anticipated net income is processed to produce an indication of value. The reliability of this technique is dependent upon: (1) the reasonableness of the estimate of the anticipated net annual income; (2) the duration of the net annual income, usually the economic life of the building, when improved; (3) derivation of an appropriate capitalization (discount) rate; and (4) the method of conversion of income to capital.

The remaining step is the reconciliation of the value opinion arrived at in the different approaches to value. The appraiser must consider and re-evaluate all pertinent data in order to arrive at a final value opinion. Although each of the techniques produces an independent value, all three approaches are interrelated and integrated techniques, dependent upon operation of market forces.

In some cases, due to the availability (or unavailability) of pertinent market data, these approaches have varying degrees of applicability.

Applied Technique

In this instance, we have used one of the three traditional approaches to value, the Sales Comparison Approach. The Cost and Income Approaches are not typically used to estimate value for vacant land. The Sales Comparison Approach provided sales of similar properties as the subject in which to estimate Market Value.

Valuation

Sales Comparison Approach

The Sales Comparison Approach involves a detailed comparison of the subject property with similar properties which have recently sold in the same or competitive markets. This approach is based primarily on the Principle of Substitution which states, "When several commodities or services with substantially the same utility are available, the lower price attracts the greatest demand and widest distribution". In other words, a prudent investor/purchaser would not pay more to acquire a given property in the market when an alternative property may be purchased for less. The five basic steps in this analysis are listed below.

- Research the market to identify similar properties for which pertinent sales, listings, offerings and/or rental data is available;
- Qualify the data as to terms, motivating forces, or bona fide nature;
- Analyze the salient characteristics of the comparable properties in relation to the property under appraisal, particularly those items relating to date of sale, location, physical characteristics, and conditions of sale;
- Consider all dissimilarities and the probable effect on the price of each sale property, and derive individual market value indications for the property being appraised;
- Formulate an opinion of market value from the pattern developed from the foregoing analysis.

Direct Sales Comparison is a valuation technique in which a value opinion is predicated on prices paid in actual market transactions. In this process, comparison is made between properties having a satisfactory degree of similarity to the subject. We have presented transactions involving similar residential land parcels on the following pages, with an adjustment grid following.

Land Sales Map



Land Sales Summary and Adjustment Grid				
	Subject	Comp 1	Comp 2	Comp 3
Location:	Dewey Street	708 Tuscan Avenue	Lot 8 Presley Drive	1315 N Main Street
City:	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg
O.R. Book/Page:		1321/026	1324/090	1270/035
Seller:	N/A	Curtis C. Roberts	First Southern Bank	Oonagh C. Nechodom
Buyer:	City of Hattiesburg	William Carey University	Lara Properties, LLC	Gordon M. Lackey, Jr.
Date of Sale:		September-19	October-19	January-18
Sale Price:		\$5,000	\$4,000	\$4,900
Verification:		MLS# 118566	MLS # 111550	MLS # 109999
Site Size (Acres):	70'x120' ; 0.19 Acres	90'x150' ; 0.31 Acres	40'x75' ; 0.07 Acres	80'x208' ; 0.38 Acres
Unadjusted Price/Lot:		\$5,000	\$4,000	\$4,900
Adjustments				
Rights Transferred:		Fee simple	Fee simple	Fee simple
Financial Considerations:		Market	Market	Market
Conditions of Sale:		Arm's Length	Arm's Length	Arm's Length
Market Conditions - Time:		Stable	Stable	Stable
Time Adj. Cash Equiv. Price/Lot:		\$5,000	\$4,000	\$4,900
Location:	Dewey Street	Superior	Superior	Superior
Site Size (Gross Acres):	70'x120' ; 0.19 Acres	90'x150' ; 0.31 Acres	40'x75' ; 0.07 Acres	80'x208' ; 0.38 Acres
Access:	Paved	Similar	Similar	Similar
Topography:	Partially Wooded	Similar	Similar	Similar
Flood:	100%; Zone AE	None; Zone X	None; Zone X	None; Zone X
Zoning:	R-1C	Similar	Similar	Similar
Utilities:	All City	Similar	Similar	Similar
Net Adjustments:		-\$3,000	-\$2,800	-\$2,940
Adjusted Price/Lot:		\$2,000	\$1,200	\$1,960

Reconciliation and Final Value Conclusions

This is an appraisal technique in which the market value opinion is predicated upon prices paid in actual market transactions and current listings, the former fixing the lower limit of value (price) in a static or advancing market and the higher limit of value in a declining market, with the latter fixing the higher limit in any market. The Sales Comparison Approach is a process of correlation and analysis of similar, recently sold properties. The reliability of this technique is dependent upon: (1) the degree of comparability of each property with the property under appraisal; (2) the time of sale; (3) the verification of the sales data; and (4) the absence of unusual conditions affecting the sale.

We were able to find sales that were consistent with the property grade of the subject located in a competing submarket. We were able to verify the information for all the sales used and gleaned relevant information from both the principals involved as well as market professionals. We feel the transactions that we used give a good indication of the subject via the Sales Comparison Approach.

The property is located along Dewey Street, less than a mile south of Old Highway 42. This is a two-lane residential corridor connecting the Old Highway 42 to E 9th Street. The sales are similar residential lots located in close proximity to the subject. The sales have a range of unit values from \$4,000 to \$5,000 per lot, prior to adjustments. The sales were adjusted for a variety of characteristics. The property is in a rural location. Sale 1 is located adjacent to William Carey University, Sale 2 is located in a residential development near Hattiesburg High School, and Sale 3 is located on N. Main Street just west of the subject. The sales were considered superior in location and downward adjustments were made. The subject is located in a designated flood zone; identified as Zone AE. All of the sales are located outside of designated flood zone areas and a downward adjustment to the sales was made. After adjustments, the sales had a range in values from \$1,200 - \$2,000. Sales 1 and 3 were considered to be the most similar in location and size and had adjusted values from \$1,960-\$2,000.

Considering all factors, I have adopted a market value of \$2,000 for the subject property as of December 12th, 2019:

“As Is” Market Value Conclusions	
Sales Comparison Approach	\$2,000
Final Value Conclusion	\$2,000

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- ✔ The statements of fact contained in this report are true and correct.
- ✔ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- ✔ I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- ✔ I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- ✔ Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- ✔ The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- ✔ Compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- ✔ My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice, 2015-2016 Edition*.
- ✔ Zachary Fairley has made a personal inspection of the property that is the subject of this report.
- ✔ No one provided significant real property appraisal assistance to the persons signing this certification.
- ✔ My analyses, opinions, and conclusions have been developed, and this report has been prepared, in compliance with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of The Appraisal Foundation, and in accordance with the appraisal-related mandates within Title XI of the Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA). This report was also prepared in conformance with the State of Mississippi Standards for Certified General Real Estate Appraisers.
- ✔ I have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.
- ✔ It is my opinion that the subject does not include any enhancement in value as a result of any natural, cultural, recreational or scientific influences retrospective or prospective.
- ✔ I have extensive experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.

- ✔ The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- ✔ The Appraisal Institute conducts a program of continuing education for its designated members and members are awarded periodic educational certification. Zachary Fairley is currently certified under the mandatory continuing education program of the Appraisal Institute.
- ✔ I have not relied on the work of others if we have a reasonable doubt that the work is credible.
- ✔ I have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

The market value of the property described herein, as of December 12, 2019, is certified to be the following:

"As Is" Market Value

\$2,000
Two Thousand Dollars

Certified by,



Zachary H. Fairley
State Licensed Real Estate Appraiser, #LA-1868

ASSUMPTIONS

1. This is an appraisal report presented in an Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. It is understood between the parties that the scope of the assignment is limited and we relied on information obtained from the public records of Forrest County, published data sources and discussions with market professionals such as investors and brokers relative to County, published data sources and discussions with market professionals such as investors and brokers relative to the subject's income performance and physical composition. Zac Fairley Appraisals is not responsible for unauthorized use of this report.
2. Unless otherwise specifically noted in the body of the report, it is assumed that title to the property or properties which are identified as the subject of the report, are clear and marketable and there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. Zac Fairley Appraisals, LLC has not examined title and makes no representations relative to the condition thereof.
3. Unless otherwise specifically noted in the body of the report, the legal description furnished is assumed to be correct. Any abbreviations or discrepancies relative to the legal would be identified.
4. It is assumed that surveys and/or plats furnished to, or acquired by, the appraiser and used in the making of this report are correct. Zac Fairley Appraisals, LLC has not made a land survey or caused one to be made unless identified in the report and therefore, assumes no responsibility for accuracy of same.
5. It is assumed any improvements have been, or will be, constructed according to approved architectural plans and specifications in conformance with recommendations contained in or based on any soil report(s). Unless otherwise noted, Zac Fairley Appraisals, LLC has not retained independent engineer(s) or architect(s) in connection with the report and therefore, makes no representations relative to conformance with approved architectural plans, specifications, or recommendations contained in or based on any soil(s) report.
6. It is assumed that all factual data furnished by the client, property owner, owner's representative, or persons designated by the client or owner are accurate and correct unless otherwise specifically noted in the report. I do not guarantee the correctness of such data, although as far as is reasonably possible, the data has been checked and is believed to be correct. Information and data referred to in this paragraph may include but is not limited to information relative to the subject of the report regarding numerical street addresses, lot and block numbers, assessors parcel numbers, land dimensions, square footage area of land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, budgets, historic operating expenses, and related data. Information obtained regarding demographics, comparable verification, and data of a general sense is assumed factual as confirmed and the source(s) reliable. Any material error in the gathered data could have substantial impact on the conclusions reported; as a result, Zac Fairley Appraisals, LLC reserves a right to amend conclusions reported if made aware of such an error.
7. Unless otherwise noted in the body of the report, it is assumed that there are no mineral or sub-surface rights of value involved in the report and there are no other development rights of value that may be transferred. Subsurface rights, minerals and oils, were not considered in making this report unless otherwise stated.
8. Any riparian and/or littoral rights identified by survey or plat are assumed to go with the property unless easements and/or deeds of record were found by the appraiser to the contrary.
9. It is assumed that there is full compliance with all federal, state, and local environmental regulations and laws, unless non-compliance is stated, defined, and considered in the report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless the non-conformity has been stated, defined, and considered in the report. Unless otherwise noted, it is assumed that no changes in the present zoning ordinances or regulations governing use, density, or shape, are being considered.
11. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization has been, or can be, obtained or renewed for any use on which the value estimate contained in the report is based.
12. Unless otherwise stated in the report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated ground water, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated upon the assumption that there is no such material on or in the property that would cause loss in value or affect its marketability. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field if desired.

13. The soil of the area which is the subject of the report appears to be firm and solid. Unless otherwise stated, subsidence in the area is unknown or uncommon, but Zac Fairley Appraisals, LLC does not warrant against this condition and/or occurrence.
14. It is assumed that the utilization of the land and improvements is within the boundaries or property lines as described in the report, and there is no encroachment or trespass, unless noted.
15. The date of value of which the opinions in the report apply is set forth in the body of the report. Zac Fairley Appraisals, LLC assumes no responsibility for economic or physical factors occurring at some later date which may affect the opinions stated in the report.
16. Unless specifically noted in the body of this report, it is assumed that the property or properties described are structurally sound, seismically safe, and that all building systems (mechanical, electrical, HVAC, elevator, plumbing, etc.) are, or will be upon completion, in good working order with no major deferred maintenance or repair required; that the roof and exterior are in good condition and free from intrusion from the elements; that the property or properties have been engineered in such a manner that it/they will withstand any known elements such as wind storm, flooding, or similar natural occurrences; and that the improvements as currently constituted conform to all applicable local, state, and federal building codes and ordinances. The appraisers are not engineers and are not competent to judge matters of an engineering nature, nor has Zac Fairley Appraisals, LLC retained independent structural, mechanical, electrical, or civil engineers in connection with the report. As such, Zac Fairley Appraisals, LLC makes no representations relative to the condition of the improvements. Unless otherwise noted in the report, no problems were brought to the attention of the appraiser by ownership or management. Unless otherwise noted, the appraiser inspected less than 100% of the entire interior and exterior portions of the improvements. If questions regarding engineering studies are critical to the decision process of the reader, the advice of competent engineering consultants should be obtained and relied upon. If engineers and consultants retained should report negative factors of a material nature or if such are later discussed relative to the condition of the improvements, such information could have a substantial negative impact on the conclusions reported. Accordingly, if negative findings are reported by engineering consultants, Zac Fairley Appraisals, LLC reserves the right to amend the report conclusions.
17. Unless otherwise specifically noted, this report is not being prepared for use in conjunction with litigation. Accordingly, no rights to expert testimony, pretrial or other conferences, disposition, or related services are included in this appraisal. If as a result of this undertaking, Zac Fairley Appraisals, LLC or any its officers, professionals, and/or consultants are requested or required to provide any of the foregoing services, such shall be subject to the availability of Zac Fairley Appraisals, LLC's professionals or consultants at the time and shall further be subject to the party or parties requesting or requiring such services paying the then applicable professional fees and expenses.
18. Neither all nor any of the contents of the report shall be conveyed to the public through advertising, public relations, news, sales or other media without written consent and approval of Zac Fairley Appraisals, LLC particularly as to the valuation conclusions, the identity of the professionals or firm, or any reference to the Appraisal Institute, the MAI designation, or certification by the State of Mississippi. Exempt from restrictions relative to the transmittal of this report to third parties is duplication for internal use of the client-addressee and/or transmission to attorneys, accountants, or advisors of the client-addressee. Also exempt from this restriction is transmission of the report to any court, governmental authority, or regulatory agency having jurisdiction over the party/parties for whom the report was prepared, providing that the report and/or its contents shall not be published, in whole or in part in any public document without the express written consent of Zac Fairley Appraisals, LLC or its principals, which consent Zac Fairley Appraisals, LLC reserves the right to deny. The report should not be advertised to the public or otherwise used to induce a third party to purchase the property. Any third party not covered by the exemptions herein who may possess this report is advised that he should rely on his own independently secured advice for any decision in conjunction with the property. Zac Fairley Appraisals, LLC, its professionals and/or principals, shall have no accountability or responsibility to any such third party.
19. Unless specifically set forth in the body of the report, nothing contained therein shall be construed to represent any direct or indirect recommendation to buy, sell, or hold the property(ies) at the value(s), or development scenario as stated. Such decisions involve substantial investment strategy and must be specifically addressed in consultation form.
20. The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other report and are invalid if so used.
21. The forecasts, projections, and/or operating estimates contained herein are based on current market conditions, anticipated (though recognizably short term) supply and demand factors, and a continued stable economy, unless otherwise stated. Any forecasts are therefore subject to changes in future conditions.
22. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. Zac Fairley Appraisals, LLC has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since Zac Fairley Appraisals, LLC has no direct

evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

23. **Insurable value is not provided in this report. Taking the difference between our reported Market Value and estimated land value is not an appropriate method for estimating replacement cost of improvements for insurance coverage purposes. We recommend a proper insurance representative to estimate an appropriate coverage for the subject property.** Insurable value has two definitions per Marshall and Swift LP. 1. The value of an asset or asset group that is covered by an insurance policy. It can be estimated by deducting costs of non-insurable items (e.g., land value) from Market Value. 2. Value used by insurance companies as the basis for insurance. Often considered to be replacement or reproduction cost plus allowances for debris removal or demolition less deterioration and non-insurable items. Sometimes cash value or Market Value, but often entirely a cost concept.

Special Assumptions

None

Definitions

Appraisal

(noun) The act or process of developing an opinion of value; an opinion of value. (adjective) of or pertaining to appraising and related functions such as appraisal practice or appraisal services.

Comment: an appraisal must be numerically expressed as a specific amount, as a range of numbers, or as a relationship (e.g., not more than, not less than) to a previous value opinion or numerical benchmark (e.g., assessed value, collateral value).

Assignment

A valuation service that is provided by an appraiser as a consequence of an agreement with the client.

Assignment Conditions

Assumptions, extraordinary assumptions, hypothetical conditions, laws and regulations, jurisdictional exceptions, and other conditions that affect the scope of work.

Comment: Laws include constitutions, legislative and court-made law, administrative rules, and ordinances. Regulations include rules or orders, having legal force, issued by an administrative agency.

Client

The party or parties who engage, by employment or contract, an appraiser and a specific assignment.

Comment: client may be an individual, group or entity, and may engage and communicate with the appraiser directly or through an agent.

Exposure Time

The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Extraordinary Assumption

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.

Hypothetical Condition

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

Intended Use

The use(s) of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment.

Intended User

The client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser, based on communication with the client at the time of the assignment.

Jurisdictional Exception

An assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP.

Marketing Time

The reasonable marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value or at a benchmark price during the period immediately after the effective date of an appraisal.

¹USPAP 2018-2019

Market Value²

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

² Definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.



Zac Fairley <zfappraiser@gmail.com>

Ann Jones-City of Hattiesburg

2 messages

Jones, Ann <annjones@hattiesburgms.com>
To: "zfappraiser@gmail.com" <zfappraiser@gmail.com>

Thu, Dec 12, 2019 at 8:28 AM

Zac

It was nice to speak with you this morning. Thanks for being willing to look at this on such short notice. Listed below are the PPIN numbers that we need to get appraisals. Our hope is to simply swap the parcels as it appears they are very similar. If it looks like the project will take longer than early Wednesday of next week, please let me know.

PPIN 15186 Dewey/Coit Street

PPIN 22090 Greely Street

Again thanks for being willing to work with us on this project.

Ann Jones

Chief Administrative Officer

City of Hattiesburg

601-545-4503 Office

601-297-8903 Cell

Zac Fairley <zfappraiser@gmail.com>
To: "Jones, Ann" <annjones@hattiesburgms.com>

Thu, Dec 12, 2019 at 12:08 PM

Ann,

As we discussed, I can perform an appraisal on the above referenced parcels to meet your desired delivery date of Wednesday, December 18th at the agreed upon fee of \$550 per appraisal report. Attached is a copy of my W9. I will proceed with the appraisal process.

The contact numbers for Greg Wheeler are as follows: Cell: 601-549-5060 / Office: 601-583-1006

I greatly appreciate the opportunity to satisfy your appraisal needs and look forward to doing business in the future. If you have any questions, please feel free to give me a call.

Regards,

Zac

[Quoted text hidden]

--

Zac Fairley

State Licensed Real Estate Appraiser, #LA-1868

This message is intended only for the use of the addressee(s) and may contain information that is PRIVILEGED and CONFIDENTIAL. If you are not the intended recipient(s), you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please erase all copies of the message and its attachments and notify us immediately.

 **W9.pdf**
231K

National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped

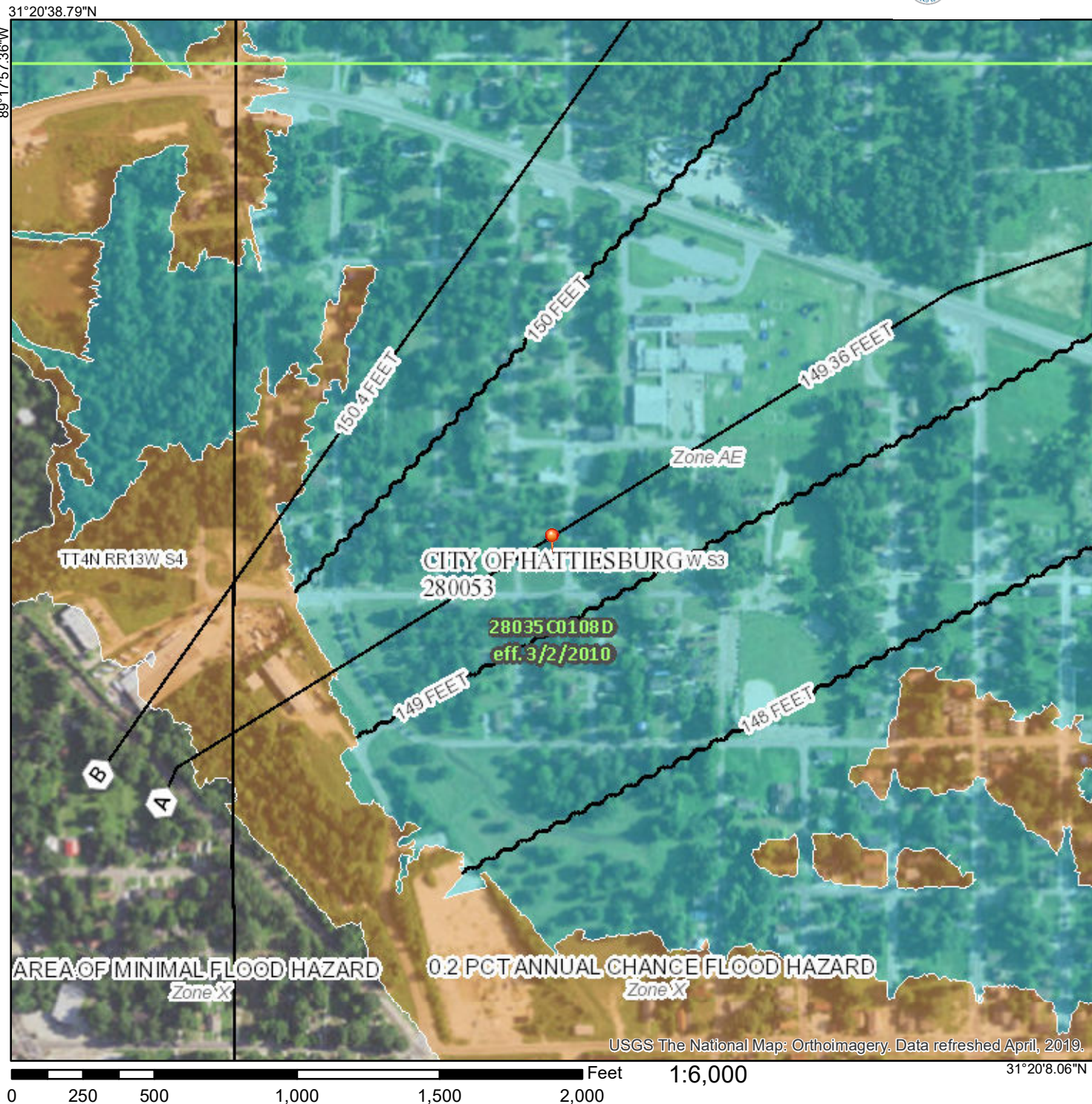


The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **12/16/2019 at 6:50:46 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.





U.S. Fish and Wildlife Service

National Wetlands Inventory

PPIN 15186



December 17, 2019

Wetlands

	Estuarine and Marine Deepwater		Freshwater Emergent Wetland		Lake
	Estuarine and Marine Wetland		Freshwater Forested/Shrub Wetland		Other
			Freshwater Pond		Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

ADDENDA

Page 41

QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- ◆ Licensed Real Estate Appraiser in the State of Mississippi, #LA-1868
- ◆ Practicing Affiliate of the Appraisal Institute (#563759)

Related Job Experience

Collins and Null Appraisals, Inc. April 2007- October 2019

Real Estate Appraiser - Appraise all forms of real estate, including commercial, industrial, residential, rights-of-way, partial interest and timber land. Also includes preparation of documents for court proceedings, review of peer appraisals and expert witness testimony.

Academic Background

Petal High School- Petal, MS - (2003)

High School Diploma

Jones County Junior College - (2005)

Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)

Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013
General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013
Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014

ADDENDA

Page 42

Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014
Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019

ADDENDA

Page 43

State of Mississippi	
MISSISSIPPI REAL ESTATE APPRAISER	
LICENSING AND CERTIFICATION BOARD	
LICENSE # : LA-1868	STATUS: ACTIVE
ZACHARY H FAIRLEY	
HAS BEEN GRANTED A LICENSE AS A	
LICENSED APPRAISER	
Effective Date: 05/01/2018	Expiration Date: 04/30/2020
	
SIGNATURE OF LICENSEE	
Robert E. Praytor, Administrator	



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc: Cecilia Jones
Date: Tuesday, December 17, 2019
Re: Acknowledge Proof of Publications for the month of November 2019.
File Number: 2019-374
Minute Book #

Summary

Acknowledge Proof of Publications for the month of November 2019.

Recommendation Statement

Acknowledge acceptance of Proof of Publications for the month of November 2019.

Please place this on the December 17, 2019 City Council meeting for consideration.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 303 Published 2 times

Date 1st Published: Oct 24 Amt: 36.36

Date 2nd Published: Oct 31 Amt: 30.30

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 66.66

Proof of Publication Fee: 3.00

TOTAL: 69.66

(signed)

[Signature]

The PineBelt NEWS

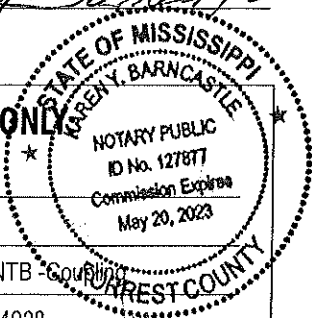
Sworn to and subscribed before me in my Presence, this 31st
day of October, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed)

[Signature]

FOR OFFICE USE ONLY

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - NTB - Court
- ☐ Invoice #: 94928
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00 a.m. On Thursday, November 7, 2019, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. A bid form is provided. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Central Bidding at www.centralbidding.com. All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic process, please call Central Bidding at (225)810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on November 21, 2019, at 10:00 a.m.

CORPORATION STOP, 3-PART UNION, AND STRAIGHT COUPLING

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council
on this, the 8th day of October, 2019.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK

Published Oct 24, 31, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspaper published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 306 Published 2 times

Date 1st Published: Oct 24 Amt: 36.72

Date 2nd Published: Oct 31 Amt: 30.60

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 67.32

Proof of Publication Fee: 3.00

TOTAL: 70.32

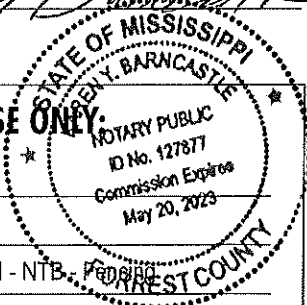
(signed) *Keen G. Gentry*
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 31st
day of October, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) *Kermas Eaton*

FOR OFFICE USE ONLY

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - NTB - 1008100
- ☐ Invoice #: 94928
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, November 7, 2019, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. A bid form is provided. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Central Bidding at www.centralbidding.com. All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic process, please call Central Bidding at (225)810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on November 21, 2019, at 10:30 a.m.

Furnish and Install Various Chain Link & Vinyl Coated Fencing

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council
on this, the 8th day of October, 2019.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Kermas Eaton/
CITY CLERK

Published Oct 24, 31, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 399 Published 1 times

Date 1st Published: Oct 31 Amt: 47.88

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 47.88

Proof of Publication Fee: 3.00

TOTAL: 50.88

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 31st
day of October, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY

- ☐ Em P: _____
☐ App: _____
☐ File Name: CoH - Motor Veh Res
☐ Invoice #: 94964
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____

RESOLUTION

FINAL APPROVAL OF MOTOR VEHICLE ASSESSMENT SCHEDULE FOR FISCAL YEAR 2019-2020

WHEREAS, on October 8, 2019 the Mayor and Council of the City of Hattiesburg, Mississippi, in accordance with the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, and Chapter 473 of the Laws of 1960, otherwise designated as Sections 27-51-1 through 27-51-49, inclusive, of the Mississippi Code of 1972, Annotated as Amended, considered the Motor Vehicle Assessment Schedule adopted by the Mississippi Department of Revenue for the fiscal year 2019-2020 by Order appearing in File number 2019-129 as the motor vehicle assessment schedule for the City of Hattiesburg, Mississippi, subject to any objections filed by any interested taxpayer; and

WHEREAS, the Mayor and Council of said City find, determine and adjudge that they have heretofore given and caused to be published in the Hub City Spokes, a newspaper published in the City of Hattiesburg and having a general circulation therein, a Certified Copy of the Order adopting said Schedule; and

WHEREAS, the Mayor and Council of the City do further find, determine and adjudge that the Proof of Publication of the aforesaid Notice to Taxpayers has been received and filed with the City Clerk and is now on file in the clerk's office; and

WHEREAS, the time having arrived for hearing all written protest to said motor vehicle assessment schedule, and the Mayor and Council do now find, determine and adjudge that no protests or objections have been filed as appearing File number 2019-177.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Hattiesburg, Mississippi that the said Motor Vehicle Assessment Schedule of the City of Hattiesburg for the fiscal year 2019-20, as provided by Section 27-51-1 through 27-51-49, inclusive, Mississippi Code of 1972, Annotated as Amended.

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

YEAS: _____ NAYS: _____ Absent: _____
George
Delgado (Teleconference)
Carroll
Dryden
Brown

The President thereby declared the motion carried and the Resolution adopted, this the 8th day of October, 2019.

ATTEST:
Ronda Cole/s/
CLERK OF COUNCIL
ADOPTED:
Carter Carroll/s/
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of October, 2019.

ATTEST:
Kermas Eaton/s/
CITY CLERK

APPROVED:
Toby Barker/s/
MAYOR

Published Oct 31, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 273 Published 3 times

Date 1st Published: Oct 31 Amt: 32.76

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 32.76

Proof of Publication Fee: 3.00

TOTAL: 35.76

(signed)

[Signature]
The PineBelt NEWS

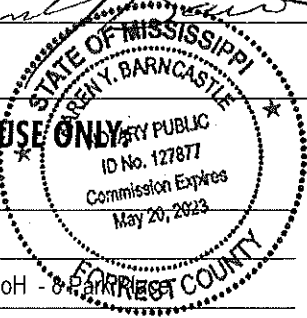
Sworn to and subscribed before me in my Presence, this 31st
day of October, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed)

[Signature]

FOR OFFICE USE ONLY

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 8 Park Place
- ☐ Invoice #: 94963
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by George Walker and Mark Irby to appeal the Board of Adjustment's recommendation for the petition filed by Gary Walker, Representative, and George Walker, Owner, as required in the Land Development Code, Ord. No. 3209, to request a variance from Section 10 Table 10.6-2 "Sign Message Area" for Wall Signs, "For B-1- 1 square foot sign area per 1 foot front façade width up to 50 square feet" for a building frontage of ninety (90) feet, and instead allow for a message area square footage of four hundred fifty-three and three-quarters (453.75) square feet, for a variance of four hundred three and three-quarters (403.75) square feet for an existing sign located at 8 Park Place (Parcel 051K-12-001.000, PPIN 23909, Ward 3).

After hearing, the Hattiesburg Board of Adjustment recommended that the petition be Denied, and George Walker and Mark Irby, being aggrieved with the recommendation, filed a request for hearing before the Mayor and City Council of the City of Hattiesburg, as provided by law.

NOW, THEREFORE, NOTICE IS GIVEN that a public hearing in relation to the petition as hereinabove set forth will be held at 4:00 p.m., Monday, November 18, 2019, in the City Hall Building, Second Floor, City Council Room, 200 Forrest Street, Hattiesburg, Mississippi, at which time and at which said hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 24th day of October, 2019.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Kemas Eaton /s/
CITY CLERK

Published Oct 31, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
senting The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 236 Published 1 times

Date 1st Published: Oct 31 Amt: 28.32

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 28.32

Proof of Publication Fee: 3.00

TOTAL: 31.32

(signed) _____

The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 31st
day of October, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) _____

PUBLIC HEARING

NOTICE is hereby given that a peti-
tion has been filed by Tyler Watts to ap-
peal the Planning Commission's
recommendation for the petition filed by
Tyler Watts, Representative, Josh
Blackledge, Agent, Estate of Charles
Holt, Owner, and Doug F. Montague, JN
LLC, Owner, as required in the Land
Development Code, Ord. No. 3209, to
change the zoning classification for two
properties located at 914 Beverly Hills
Road and north of 914 Beverly Hills
Road (Parcel 2-028D-06-048.00, PPIN
26203, Parcel 2-028D-06-049.00, PPIN
26205, Ward 1) from Section 4.5.4, R-
1B (Single Family Residential) District
to Section 4.5.7, R-3 (Multi-Family Res-
idential) District.

After hearing, the Hattiesburg Plan-
ning Commission recommended that
the petition be Denied, and Tyler Watts,
being aggrieved with the recommenda-
tion, filed a request for hearing before
the Mayor and City Council of the City
of Hattiesburg, as provided by law.

NOW, THEREFORE, NOTICE IS
GIVEN that a public hearing in relation
to the petition as hereinabove set forth
will be held at 4:00 p.m., Monday, No-
vember 18, 2019, in the City Hall Build-
ing, Second Floor, City Council Room,
200 Forrest Street, Hattiesburg, Missis-
sippi, at which time and at which said
hearing all parties of interest and citi-
zens shall have an opportunity to be
heard.

WITNESS my signature and the
official seal of said City on this,
the 24th day of October, 2019.
CITY OF HATTIESBURG,
MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

Published Oct 31, 2019

FOR OFFICE USE ONLY

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Beverly Hills Rezoning to R-3
- ☐ Invoice #: 94963
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
senting The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 568 Published 1 times

Date 1st Published: Nov 7 Amt: 68.16

Date 2nd Published: Amt:

Date 3rd Published: Amt:

Date 4th Published: Amt:

Date 5th Published: Amt:

Subtotal Printer's Fee: 68.16

Proof of Publication Fee: 3.00

TOTAL: 71.16

(signed)

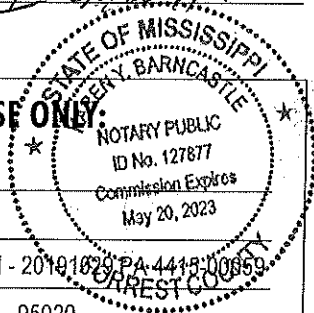
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 7th
day of November, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed)

FOR OFFICE USE ONLY

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 20191030 PA-4415-00859
- ☐ Invoice #: 95020
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



FINAL PUBLIC NOTICE

The City of Hattiesburg, Forrest County has applied for Federal Emergency Management Agency (FEMA) Public Assistance Grant Program (PA) funding through the Mississippi Emergency Management Agency (MEMA) as a sub-recipient.

Under the National Environmental Policy Act (NEPA), federal actions must be reviewed and evaluated for feasible alternatives and for social, economic, historic, environmental, legal, and safety considerations. Under Executive Order (EO) 11988 and EO 11990, FEMA is required to consider alternatives to and to provide a public notice of any proposed actions in or affecting floodplains or wetlands. EO 12898 also requires FEMA to provide the opportunity for public participation in the planning process and to consider potential impacts to minority and low-income populations. This notice may also fulfill requirements under Section 106 of the National Historic Preservation Act (NHPA).

Funding for the proposed projects will be conditional upon compliance with all applicable federal, tribal, state, and local laws, regulations, floodplain standards, permit requirements and conditions.

Applicant: City of Hattiesburg
Project Title: DR-4415 Drain Channel
Fencing, Gordon Creek Erosion (2 Locations), Mixon's Creek Erosion (2 Locations)

Location of Proposed Work:

Name of Structure: Embankment
Address of Structure: Mixon Creek at
Mixon's Creek and
620 Campbell Loop
GPS Latitude/Longitude:
31.34702, -89.35121

Name of Structure: Embankment
Address of Structure: Mixon's Creek
at Mixon's Creek and Campbell Loop
across from 6633 Broadacres Drive
GPS Latitude/Longitude:
31.35272, -89.34453

Name of Structure: Embankment
Address of Structure: Gordons Creek
at Gordons Creek and 3
01 San Antonio Street
GPS Latitude/Longitude:
31.329053, -89.299321

Name of Structure: Embankment
Address of Structure: Gordons Creek
at Gordons Creek and
200 West Street
GPS Latitude/Longitude:
31.329167, -89.299947

Special Flood Hazard Area Zone: These projects are for the repair of embankments located in a floodway. Confirmation of location in an SFHA was made by reference to the latest Flood Insurance Rate Maps, Panel 28035C0108D dated 3/02/2010 and 28035C0101D dated 3/2/2010. The proposed work conforms to all applicable State of Mississippi and local floodplain regulations. The proposed action will be installed on an existing facility and will have no effect on the local floodplain. The proposed work has the potential to be affected by the location in an SFHA.

Proposed Work and Purpose:

Replace embankment fill on all sites and mitigation by protecting the embankments of both Gordon Creek sites with geo-textile fabric and rip-rap to reduce the potential for similar damage during future heavy rain and flooding conditions.

Project Alternatives:

Alternative #1 (no action alternative): This alternative is not feasible and impracticable as the embankments will need to be repaired as not to adversely impact the community.

Alternative #2: Relocating structures outside of the SFHA was evaluated. The cost to relocate these facilities is significantly greater than the cost to repair and mitigate these facilities.

Comment Period:

Comments are solicited from the public; local, state or federal agencies; and other interested parties in order to consider and evaluate the impacts of the proposed project. The comments should be made in writing and addressed to City of Hattiesburg. All comments are due within 15 days of this notice. The City of Hattiesburg will forward comments to applicable regulatory agencies as needed.

Interested persons may submit comments, obtain more detailed information about the proposed action, or request a copy of the findings by contacting:

Lamar Rutland,
Director of Engineering
P O Box 1898
Hattiesburg, MS 39403
Or lrutland@hattiesburgms.com

POSTED ON: November 7, 2019

End of Notice

Published Nov 7, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
senting The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 547 Published 1 times

Date 1st Published: Nov 14 Amt: 65.64

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 65.64

Proof of Publication Fee: 3.00

TOTAL: 68.64

(signed) *Reth Auer*
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 14th
day of November, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) *Karen Y. Barncastle*

FOR OFFICE USE ONLY:

- ☐ Em P: _____
☐ App: _____
☐ File Name: CoH - 401 S. 40th Variance
☐ Invoice #: 95065
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that petition
filed by Kerri Little, Munn Enterprises,
Contractor, and Pediatrtrust, Owner, as
required in the Land Development Code,
Ord. No. 3209, to request a variance
from Section 10 Table 10.6-2 Monument
Sign "Side Setback", "15' (min)", and in-
stead allow for a side setback of one (1)
foot for a side setback variance of four-
teen (14) feet for a proposed sign to be
located at 401 S. 40th Avenue (Parcel
051R-12.044.000, PPIN 9323, Ward
3). Said properties being more particu-
larly described as follows, to-wit:

A PART OF THE SE¼ OF THE SE¼,
SECTION 12, T4N, R14W, LAMAR
COUNTY, MISSISSIPPI, AND MORE
PARTICULARLY DESCRIBED AS FOL-
LOWS:

COMMENCE AT THE SE CORNER
OF THE SE¼ OF THE SE¼ OF SAID

SECTION 12, T4N, R14W; THENCE N
01°00' W ALONG THE EAST LINE OF
THE SAID SE¼ OF THE SE¼ 374.53
FEET; THENCE WEST, 59.54 FEET TO
THE POINT OF BEGINNING, SAID-
POINT BEING ON THE WEST RIGHT-
OF-WAY LINE OF SOUTH 40TH
AVENUE; THENCE IN A NORTHWEST-
ERLY DIRECTION ALONG A CURVE
TO THE LEFT HAVING A CENTRAL
ANGLE OF 90°05'50", A RADIUS OF
25.0 FEET, AND AN ARC LENGTH OF
39.31 FEET; THENCE WEST, 175.13
FEET; THENCE N 00°54'54" W, 110.0
FEET; THENCE EAST, 200.0 FEET TO
THE SAID RIGHT-OF-WAY LINE OF
SOUTH 40TH AVENUE; THENCE S
00°54'54" E ALONG THE SAID WEST
RIGHT-OF-WAY LINE OF SOUTH 40TH
AVENUE, 99.57 FEET TO A POINT OF
CURVATURE; THENCE IN A
SOUTHERLY DIRECTION ALONG THE
SAID WEST RIGHT-OF-WAY LINE OF
SOUTH 40TH AVENUE AND ALONG A
CURVE TO THE RIGHT HAVING A
CENTRAL ANGLE OF 01°06'50", A RA-
DIUS OF 1824.54, AND AN ARC
LENGTH OF 35.47 FEET, TO THE
POINT OF BEGINNING;

LESS AND EXCEPT THAT POR-
TION OF THE HEREINABOVE DE-
SCRIBED PROPERTY DESCRIBED AS
FOLLOWS:

A PART OF THE SE¼ OF THE SE¼,
Section 12, T4N, R14W, LAMAR
COUNTY, MISSISSIPPI AND MORE
PARTICULARLY DESCRIBED AS FOL-
LOWS:

COMMENCE AT THE SE CORNER
OF THE SE¼ OF THE SE¼ OF SAID
SECTION 12, T4N, R14W; THENCE N
01°00' W ALONG THE EAST LINE OF
THE SAID SE¼ OF THE SE¼, 374.53
FEET; THENCE WEST, 59.54 FEET TO
THE POINT OF BEGINNING, SAID
POINT BEING ON THE WEST RIGHT-
OF-WAY LINE OF SOUTH 40TH
AVENUE; THENCE IN A NORTHWEST-
ERLY DIRECTION ALONG A CURVE
TO THE LEFT HAVING A CENTRAL
ANGLE OF 90°05'50" A RADIUS OF 25
FEET AND AN ARC LENGTH OF 39.31
FEET; THENCE EAST 24.87 FEET TO
THE SAID WEST RIGHT-OF-WAY LINE
OF SOUTH 40TH AVENUE; THENCE
ALONG THE SAID WEST RIGHT-OF-
WAY LINE OF SOUTH 40TH AVENUE

AND ALONG A CURVE TO THE RIGHT
HAVING A CENTRAL ANGLE OF
0°47'10", A RADIUS OF 1824.54 FEET,
AN ARC LENGTH OF 25.04 FEET TO
THE POINT OF BEGINNING.

A PUBLIC HEARING in relation to the
above described petition will be held at
1:00 p.m., Wednesday, December 4,
2019, following the Planning Commis-
sion Agenda, in the Jackie Dole Sherrill
Community Center, First Floor, Hatties-
burg, Mississippi, before the Board of
Adjustment of said City, at which time
and at which hearing all parties of inter-
est and citizens shall have an opportu-
nity to be heard.

WITNESS my signature and the offi-
cial seal of said City on this, the 7th day
of November 2019.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

Published Nov 14, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 186 Published 1 times

Date 1st Published: Nov 14 Amt: 22.32

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 22.32

Proof of Publication Fee: 3.00

TOTAL: 25.32

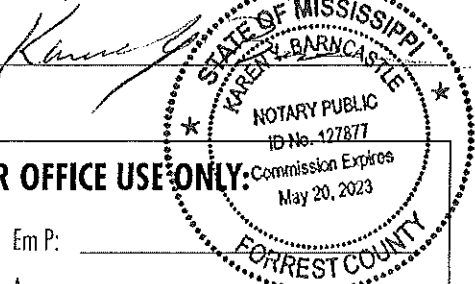
(signed)

Reth Hunch

The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 14th
day of November, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi.

(signed)



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 89 Industrial Drive Var
- ☐ Invoice #: 95065
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Marcell Lee, Applicant, and John Horn, Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as a "Care Center (Senior Adult Daycare Center)" for a certain property located at 89 Industrial Drive (Parcel 2-028A-05-059.00, PPIN 14275, Ward 2). Said property being more particularly described as follows, to-wit:

Lot 8, Block 1 of Commerce Park Subdivision as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, December 4, 2019, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 7th day of November 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

Published Nov 14, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 169 Published 1 times

Date 1st Published: Nov 14 Amt: 20.28

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 20.28

Proof of Publication Fee: 3.00

TOTAL: 23.28

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 14th
day of November, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Amend Land Dev Code
- ☐ Invoice #: 95065
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by The City of Hattiesburg, as required in the Land Development Code, Ord. No. 3209, to amend the Land Development Code Sections 5, 7, 11, and 13, for the purpose of considering amendments to use types and/or an additional use type, conditions, policy, procedure, and definitions throughout the Land Development Code and to consider amendments related to meetings of the Planning Commission and Board of Adjustment.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, December 4, 2019 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 7th day of November 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

Published Nov 14, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 1506 Published 1 times

Date 1st Published: Nov 14 Amt: 180.72

Date 2nd Published: Amt:

Date 3rd Published: Amt:

Date 4th Published: Amt:

Date 5th Published: Amt:

Subtotal Printer's Fee: 180.72

Proof of Publication Fee: 3.00

TOTAL: 183.72

(signed) *Ruth O'Leary*
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 14th day of November, 2019, a Notary Public in and for the County of Lamar, State of Mississippi:

(signed) *Karen Y. Barncastle*

FOR OFFICE USE ONLY:

- ☐ Em P: _____
☐ App: _____
☐ File Name: CoH - Cross Creek Parkway
☐ Invoice #: 95065
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____

NOTARY PUBLIC
ID No. 127877
Commission Expires
May 20, 2023

FORREST COUNTY

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Ronald Blackwell, Engineer, and Bennet V. York, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for certain properties located on Cross Creek Parkway (Parcel 051M-11-011.0011, PPIN 38013 and a portion of Parcel 051M-11-011.002, PPIN 31883 and Parcel 051M-11-011.003, PPIN 31884, Ward 3) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.7, R-3 (Multi-Family Residential) District. Said properties being more particularly described as follows, to-wit:

A Parcel of Land Situated in the SW 1/4 of the NW 1/4 of Section 11, Township 4 North, Range 14 West, Lamar County, Mississippi, having bearings based upon Grid North and being more Particularly Described as Follows:

Commence at a 1-1/4" metal pipe found marking the Southwest Corner of the SW 1/4 of the NW 1/4 of Section 11, Township 4 North, Range 14 West, Lamar County, Mississippi; thence run South 89 degrees 28 minutes 40 seconds East for 571.77 feet to a found iron pin marking the SW corner of that property described in Deed Book 19-A Page 660, said point also being the POINT OF BEGINNING; thence continue South 89 degrees 28 minutes 40 seconds East along the north line of that property described in Deed Book 24-Y Page 461 for a distance of 78.67 feet to an iron pin

found on the west side of that property described in Deed Book 19-G Page 93; thence run North 00 degrees 09 minutes 08 seconds East along the west line of said property described in Deed Book 19-G Page 93 for a distance of 24.45 feet to an iron pin found at the NW corner of said property; thence run South 89 degrees 39 minutes 15 seconds East along the north line of said parcel for a distance of 63.27 feet to the west line of that property described in Deed Book 19-F Page 364 thence run in a northerly direction along the west line of said property the following calls: North 03 degrees 06 minutes 06 seconds West for 73.75 feet; thence North 21 degrees 31 minutes 13 seconds West for 30.10 feet; thence North 44 degrees 50 minutes 47 seconds West for 24.04 feet; thence North 66 degrees 37 minutes 07 seconds West for 45.08 feet; thence North 51 degrees 18 minutes 59 seconds West for 152.79 feet to the east right-of-way of Cross Creek Parkway; thence run South 45 degrees 26 minutes 05 seconds West along said right-of-way for 141.93 feet to the NW corner of that property described in Deed Book 19-A Page 660 thence run South 79 degrees 54 minutes 24 seconds East along the north line of said property for 162.11 feet to an iron pin found; thence run South 03 degrees 31 minutes 38 seconds West along the east line of said property for 127.67 feet back to the Point of Beginning. Said parcel contains 0.73 acres, more or less.

AND ALSO

A Parcel of Land Situated in the SW 1/4 of the NW 1/4 of Section 11, Township 4 North, Range 14 West, Lamar County, Mississippi, having bearings based upon Grid North and being more Particularly Described as Follows:

Commence at a 1-1/4" metal pipe found marking the Southwest Corner of the SW 1/4 of the NW 1/4 of Section 11, Township 4 North, Range 14 West,

Lamar County, Mississippi; thence run South 89 degrees 28 minutes 40 seconds East for 571.77 feet to a found iron pin marking the SW corner of that property described in Deed Book 19-A Page 660; thence continue South 89 degrees 28 minutes 40 seconds East along the north line of that property described in Deed Book 24-Y Page 461 for a distance of 78.67 feet to an iron pin found on the west side of that property described in Deed Book 19-G Page 93; thence run North 00 degrees 09 minutes 08 seconds East along the west line of said property described in Deed Book 19-G Page 93 for a distance of 24.45 feet to an iron pin found at the NW corner of said property; thence run North 89 degrees 39 minutes 15 seconds West along the north line of said parcel for a distance of 63.27 feet to the west line of that property described in Deed Book 19-F Page 364, said point also being the POINT OF BEGINNING; thence run in a northerly direction along the west line of said property the following calls: North 03 degrees 06 minutes 06 seconds West for 73.75 feet; thence North 21 degrees 31 minutes 13 seconds West for 30.10 feet; thence North 44 degrees 50 minutes 47 seconds West for 24.04 feet; thence North 66 degrees 37 minutes 07 seconds West for 45.08 feet; thence North 51 degrees 18 minutes 59 seconds West for 152.79 feet to the east right-of-way of Cross Creek Parkway; thence run North 45 degrees 26 minutes 05 seconds East along said right-of-way for 77.10 feet to east line of that property described in Deed Book 19-F Page 364; thence run in a southerly direction along the east line of said property the following calls: South 44 degrees 16 minutes 44 seconds East for 136.97; thence South 74 degrees 06 minutes 01 second East for 115.65 feet; thence South 00 degrees 46 minutes 19 seconds West for 116.44 feet; thence South 01 degrees 17 minutes 41 seconds West for 40.42 feet back to the Point of Beginning. Said parcel contains 0.59 acres, more or less.

AND ALSO

A Parcel of Land Situated in the SW 1/4 of the NW 1/4 of Section 11, Township 4 North, Range 14 West, Lamar County, Mississippi, having bearings based upon Grid North and being more Particularly Described as Follows:

Commence at a 1-1/4" metal pipe found marking the Southwest Corner of the SW 1/4 of the NW 1/4 of Section 11, Township 4 North, Range 14 West, Lamar County, Mississippi; thence run South 89 degrees 28 minutes 40 seconds East for 571.77 feet to a found iron pin marking the SW corner of that property described in Deed Book 19-A Page 660; thence continue South 89 degrees 28 minutes 40 seconds East along the north line of that property described in Deed Book 24-Y Page 461 for a distance of 78.67 feet to an iron pin found on the west side of that property described in Deed Book 19-G Page 93; thence run North 00 degrees 09 minutes 08 seconds East along the west line of said property described in Deed Book 19-G Page 93 for a distance of 24.45 feet to an iron pin found at the NW corner of said property; thence run North 89 de-

grees 39 minutes 15 seconds West along the north line of said parcel for a distance of 129.94 feet to the east line of that property described in Deed Book 19-F Page 364, said point also being the POINT OF BEGINNING; thence continue South 89 degrees 39 minutes 15 seconds East along the north line of that property described in Deed Book 19-G Page 93 for a distance of 388.70 feet to a point on the west line of the Resubdivision of Commercial Mall Complex, Second Filing; thence run North 00 degrees 23 minutes 45 seconds West along said west line for a distance of 424.29 feet to the SE corner of that property described in Deed Book 27-D Page 542; thence run North 89 degrees 44 minutes 31 seconds West along the south line of said property for a distance of 450.65 feet to the eastern right-of-way of Cross Creek Parkway; thence run South 45 degrees 26 minutes 05 seconds West along said right-of-way for a distance of 195.77 feet to the east line of that property described in Deed Book 19-F Page 364; thence run in a southerly direction along the east line of said property the following calls: South 44 degrees 16 minutes 44 seconds East for 136.97; thence South 74 degrees 06 minutes 01 second East for 115.65 feet; thence South 00 degrees 46 minutes 19 seconds West for 116.44 feet; thence South 01 degrees 17 minutes 41 seconds West for 40.42 feet back to the Point of Beginning. Said parcel contains 4.58 acres, more or less.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, December 4, 2019 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 7th day of November 2019.

CITY OF HATTIESBURG, MISSISSIPPI
BY: Kermas Eaton /s/_____
CITY CLERK

Published Nov 14, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 604 Published 2 times

Date 1st Published: Nov 7 Amt: 72.48

Date 2nd Published: Nov 14 Amt: 60.40

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 132.88

Proof of Publication Fee: 3.00

TOTAL: 135.88

(signed) _____
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 14th
day of November, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) _____

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Notice of Note Sale
- ☐ Invoice #: _____
- ☐ Inv. Cr/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF NOTE SALE \$4,100,000.00 GENERAL OBLIGATION NOTE(S) OF THE CITY OF HATTIESBURG, MISSISSIPPI

Sealed proposals for the issuance of the Note(s) will be received pursuant to this Notice. The issue is for the City of Hattiesburg, Mississippi (the "City") and is authorized by § 17-21-51, et seq., Mississippi Code of 1972, as amended (the "Act"). The issue will be in the principal amount not to exceed Four Million One Hundred Thousand Dollars (\$4,100,000.00).

Sealed proposals will be received by the Mayor and City Council at the Office of the City Clerk of the City of Hattiesburg, Mississippi, located at City Hall, 200 Forrest Street, Post Office Box 1898, Hattiesburg, Mississippi 39403, until the hour of 3:00 o'clock p.m. on Tuesday, November 19, 2019, at which time and at such place, all bids will be publicly opened for the purchase, at not less than par and accrued interest, of the above referenced Note(s) of the City.

The Note(s) shall be fully registered without coupons, bear date of December 3, 2019, be of the total denomination of Four Million One Hundred Thousand Dollars (\$4,100,000.00), shall bear interest at a rate or rates to be determined pursuant to sale of said Note(s), and interest shall be due and payable semi-annually, commencing June 3, 2020, and each six (6) months thereafter until paid, and principal shall be paid annually and shall mature and be payable as follows:

DATE	AMOUNT
December 3, 2020	\$772,254
December 3, 2021	\$795,420
December 3, 2022	\$819,285
December 3, 2023	\$843,863
December 3, 2024	\$869,178

Bidders for said Note(s) are requested to designate in their bids the price they will pay for the Note(s) bearing interest at a rate or rates to be designated in their bids for the Note(s). The Note(s) shall bear one rate of interest, and the interest rate appearing on the Note(s) shall not exceed that authorized by Miss. Code Ann. § 75-17-101.

The Note(s) shall be subject to redemption, without premium or penalty, upon giving five (5) days written notice to the Holder of the Note(s), and the Note(s) shall cease to bear interest from and after the date of the redemption as set forth in the Notice.

The Note(s) will be a general obligation of the City of Hattiesburg, Mississippi, will be secured by the full faith, credit and taxing power of the City and will be funded annually by the City in an amount which shall be sufficient to pay the principal and interest on the Note(s) as it/they become due and payable.

The Note(s) will not be designated as "Qualified Tax-Exempt Obligation" as described in § 265(b)(3) of the Internal Revenue Code of 1986, U.S.C. 265.

Proposals for the Note(s) should be plainly marked "Proposal for the City of Hattiesburg General Obligation Note(s)" 2019.

Proposals should be addressed to the Mayor and City Council of the City of Hattiesburg, Mississippi, c/o Kemas Eaton, City Clerk, City Hall, 200 Forrest Street, Hattiesburg, Mississippi 39403 and should be filed with the Clerk of the City on or prior to the date and hour hereinabove named.

The Governing Body reserves the right to reject any or all bids.

The Note(s) will be exempt from Federal and State income taxation, and an opinion to that effect will be delivered by the City's Attorney. Delivery of the Note(s) will be made to the purchaser(s) and without costs to the purchaser(s).

Financial records and information of the City are available upon request to the City Clerk.

By Order of the Mayor and City Council of the City of Hattiesburg, Mississippi, this 22nd day of October, 2019.

Published Nov 7, 14, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
senting The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 281 Published 1 times

Date 1st Published: Nov 7 Amt: 33.72

Date 2nd Published: Nov 14 Amt: 28.10

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 61.82

Proof of Publication Fee: 3.00

TOTAL: 64.82

(signed) _____
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 14th
day of November, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) _____

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Res 2019-296
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF RESOLUTION 2019-296

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 2019-296, duly adopted and approved by the City Council of the City of Hattiesburg on October 22, 2019. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

RESOLUTION DECLARING THE NECESSITY AND INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION NOTE(S), SERIES 2019, OF THE CITY OF HATTIESBURG, MISSISSIPPI IN THE PRINCIPAL AMOUNT NOT TO EXCEED FOUR MILLION ONE HUNDRED THOUSAND DOLLARS (\$4,100,000) TO PROVIDE FUNDS FOR DEMOLITION, CONSTRUCTION AND FURNISHING OF FIRE STATIONS AND PURCHASE OF FIRE-FIGHTING EQUIPMENT AND APPARATUS, AND DIRECTING PUBLICATION OF NOTICE OF SALE.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

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

Yeas: Georg,
Delgado (via teleconference),
Carroll, Dryden, Brown
None: None
Absent: None

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of October, 2019.

ATTEST: /s/ Ronda S. Cole,
Clerk of Council
ADOPTED: /s/ Carter Carroll,
Council President

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 22nd day of October, 2019.

ATTEST: /s/ Kemas Eaton,
City Clerk
APPROVED: /s/ Toby Barker,
Mayor

Published Nov 7, 14, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
senting The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 194 Published 2 times

Date 1st Published: Nov 7 Amt: 23.28

Date 2nd Published: Nov 14 Amt: 19.40

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 42.68

Proof of Publication Fee: 3.00

TOTAL: 45.68

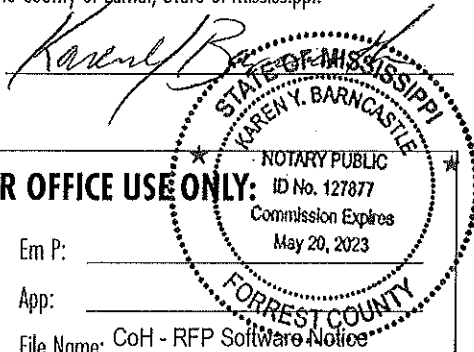
(signed)

Ruth Church

The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 14th
day of November, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed)



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - RFP Software Notice
- ☐ Invoice #: 95021
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

REQUEST FOR PROPOSALS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive proposals in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, December 5, 2019, in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401 all bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

ENTERPRISE RESOURCE PLANNING SOFTWARE AND SERVICES

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and or best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council
on this, the 5th day of
November, 2019.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Kemas Eaton/s/
CITY CLERK

Published Nov 7, 14, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 324 Published 1 times

Date 1st Published: Nov 21 Amt: 38.88

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 38.88

Proof of Publication Fee: 3.00

TOTAL 41.88

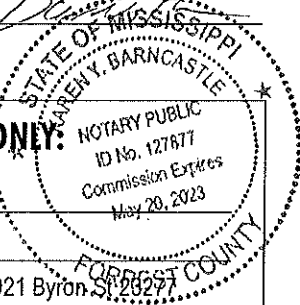
(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 21st
day of November, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY:

- ☐ Em P: _____
☐ App: _____
☐ File Name: CoH - 1921 Byron St 20297
☐ Invoice #: 95127
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____



NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Robert & Carolyn Abrams, 324 Emerson Dr., Hattiesburg, MS, 39401 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.
PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, December 16, 2019 in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so themselves, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:
PARCEL: 2-039H-17-139.00, 1921 Byron St., Hattiesburg, MS, 39401 and better described as Lot 21 of Block 11 of and according to the Pine Hurst Subdivision No.1 being a subdivision of the Southeast Quarter of the Southeast Quarter, Section 17, Township 4 North, Range 13 West of St. Stephens Meridian in Mississippi, the play thereof of record in Book 7, Page 20, in the Office of the Chancery Clerk of Forrest County, together with improvements and appurtenances thereunto belonging.

Published Nov 21, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspaper published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 302 Published 1 times

Date 1st Published: Nov 21 Amt: 36.24

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 36.24

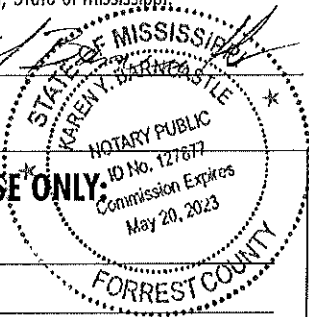
Proof of Publication Fee: 3.00

TOTAL: 39.24

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 21st
day of November, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 1405 Penton St 13675
- ☐ Invoice #: 95127
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Thelma Ann Henry, 1405 Penton St., Hattiesburg, MS, 39401 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, December 16, 2019 in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and

safety of the community, the City of Hattiesburg shall, if the owner will not do so themselves, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 2-038G-15-195.00, 1405 Penton St., Hattiesburg, MS, 39401 and better described as The North 85 feet of Lot 7, Block 22, Burkett Subdivision, Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenance thereunto belonging.

Published Nov 21, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, oweekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 265 Published 1 times

Date 1st Published: Nov 21 Amt: 31.80

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 31.80

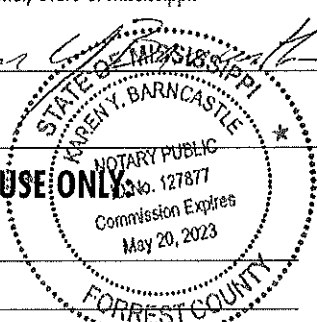
Proof of Publication Fee: 3.00

TOTAL: 34.80

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 21st
day of November, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 1215 Hall Ave 22074
- ☐ Invoice #: 95127
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Michael Bethley, 50 ED Fairley Road, Petal, MS, 39465 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, December 16, 2019 in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so themselves, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 2-037D-14-128.00, 1215 Hall Ave, Hattiesburg, MS, 39401 and better described as
LT 12 BLK 5 MCINNIS, MITCHELL, & LONGRE

Published Nov 21, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 286 Published 1 times

Date 1st Published: Nov 21 Amt: 34.32

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 34.32

Proof of Publication Fee: 3.00

TOTAL: 37.32

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 21st
day of November, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 722 Lincoln St 22062
- ☐ Invoice #: 95127
- ☐ Inv. Cr/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Hinton Hattie Mae, 722 Lincoln Street, Hattiesburg, MS, 39401 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, December 16, 2019 in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so themselves, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 2-037D-14-116.00, 722 Lincoln Street, Hattiesburg, MS, 39401 and better described as Lot 24 in Block 4 of the McInnis, Mitchell, and Longre Addition to the City of Hattiesburg, Forrest County, Mississippi, Office of the Chancery Clerk of Forrest County, Mississippi.

Published Nov 21, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 267 Published 1 times

Date 1st Published: Nov 21 Amt: 32.04

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 32.04

Proof of Publication Fee: 3.00

TOTAL: 35.04

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 21st
day of November, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Uqdah Mikal & Narjis Hassan,
1108 Cherry Street, Hattiesburg, MS,
39401 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, December 16, 2019 in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so themselves, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 2-037D-14-137.00, 719
Lincoln Street, Hattiesburg, MS, 39401
and better described as Lot 3, Block 5,
McInnis, Mitchell, and Longre

Published Nov 21, 2019

FOR OFFICE USE ONLY:

- ☐ Em P: _____
☐ App: _____
☐ File Name: CoH - 719 Lincoln St 22065
☐ Invoice #: 95127
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____



Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspaper published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 268 Published 1 times

Date 1st Published: Nov 21 Amt: 32.16

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 32.16

Proof of Publication Fee: 3.00

TOTAL: 35.16

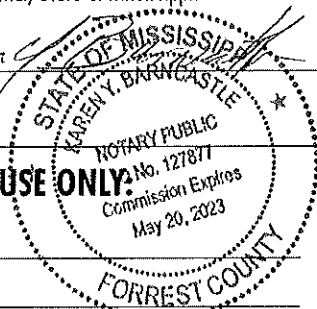
(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 21st
day of November, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 718 Webster St 22023
- ☐ Invoice #: 95127
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Emma Jackson, 114 Mixon Street, Hattiesburg, MS, 39401 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, December 16, 2019 in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so themselves, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 2-037D-14-076.00, 718 Webster Street, Hattiesburg, MS, 39401 and better described as LTS 20 & 21 BLK 2 MCINNIS, MITCHELL & LONGRE STR 14-04N-13W

Published Nov 21, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 351 Published 1 times

Date 1st Published: Nov 21 Amt:

Date 2nd Published: Amt:

Date 3rd Published: Amt:

Date 4th Published: Amt:

Date 5th Published: Amt:

Subtotal Printer's Fee: 42.12

Proof of Publication Fee: 3.00

TOTAL: 45.12

(signed) *Keith Church*
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 21st
day of November, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) *Karen Barncastle*

FOR OFFICE USE ONLY:

- ☐ Em P:
- ☐ App:
- ☐ File Name: CoH - 718 Lincoln St 22060
- ☐ Invoice #: 95127
- ☐ Inv. Crt/Mld:
- ☐ Pymt Rec.d:
- ☐ POP sent:

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Malcolm Curtis, 112 Pine Dr.,
Hattiesburg, MS, 39401 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, December 16, 2019 in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so themselves, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 2-037D-14-118.00, 718
Lincoln Street, Hattiesburg, MS, 39401
and better described as All of Lots 21

and 22 in Block 4 of the McInnis, Mitchell, and Longre Subdivision of or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements upon said realty and all appurtenances thereunto belonging, but subject to all previously recorded and otherwise valid and outstanding reservations, exceptions, conveyances, or lenses of interests in and to any oil, gas, or other minerals in, on, or under said realty.

Published Nov 21, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 351 Published 1 times

Date 1st Published: Nov 21 Amt: 42.12

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 42.12

Proof of Publication Fee: 3.00

TOTAL: 45.12

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 21st
day of November, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 716 Lincoln St 2019
- ☐ Invoice #: 95127
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Malcolm Curtis, 112 Pine Drive,
Hattiesburg, MS, 39401 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, December 16, 2019 in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so themselves, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 2-037D-14-119.00, 716
Lincoln Street, Hattiesburg, MS, 39401
and better described as

All of Lots 21 and 22 in Block 4 of the McInnis, Mitchell, and Longre Subdivision of or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements upon said realty and all appurtenances thereunto belonging, but subject to all previously recorded and otherwise valid and outstanding reservations, exceptions, conveyances, or lenses of interests in, on, or under said realty.

Published Nov 21, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 301 Published 1 times

Date 1st Published: Nov 21 Amt: 36.12

Date 2nd Published: Amt:

Date 3rd Published: Amt:

Date 4th Published: Amt:

Date 5th Published: Amt:

Subtotal Printer's Fee: 36.12

Proof of Publication Fee: 3.00

TOTAL: 39.12

(signed) Ruth Beaman
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 21st day of November, 2019, a Notary Public in and for the County of Lamar, State of Mississippi:

(signed) Karen Y. Barkcastle
NOTARY PUBLIC
ID No. 127877
Commission Expires May 20, 2023
FORREST COUNTY

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 715 McKinley St 22009
- ☐ Invoice #: 95127
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Anita Brown Marsh, 715 McKinley St., Hattiesburg, MS, 39401 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, December 16, 2019 in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so themselves, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may

then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 2-037D-14-064.00, 715 McKinley Street, Hattiesburg, MS, 39401 and better described as Lot No. 5 in Block No. 2 of the McInnis, Mitchell, Longre Subdivision of the City of Hattiesburg, Forrest County, Mississippi according to the official plat of said subdivision on file and of record in the office of the Chancery Clerk of said county.

Published Nov 21, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 266 Published 1 times

Date 1st Published: Nov 21 Amt: 31.92

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 31.92

Proof of Publication Fee: 3.00

TOTAL: 34.92

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 21st
day of November, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 714 Lincoln St 22058
- ☐ Invoice #: 95127
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Lee Taylor, 1315 Rowell Ave.,
Joliet, IL, 60433 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, December 16, 2019 in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so themselves, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 2-037D-14-120.00, 714
Lincoln Street, Hattiesburg, MS, 39401
and better described as LT 20 BLK 4
McINNIS, MITCHELL, & LONGRE REC
#19137

Published Nov 21, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
sented The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 300 Published 1 times

Date 1st Published: Nov 21 Amt: 36.00

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 36.00

Proof of Publication Fee: 3.00

TOTAL: 39.00

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 21st
day of November, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi.

(signed) [Signature]
NOTARY PUBLIC
ID No. 127877
Commission Expires
May 20, 2023
FORREST COUNTY

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 712 Lincoln St 22057
- ☐ Invoice #: 95127
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAP- DATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Alex Ware & Larry Hinon, 14801
Durwood Valley Dr., Bowie, MD, 20721
and all unknown persons claiming any
right, title or interest in or to the here-
inafter described property.

PLEASE TAKE NOTICE PUR-
SUANT TO §21-19-11 of the Mississippi
Code of 1972, as annotated and
amended, the City Council of the City of
Hattiesburg will hold a public hearing at
4:00 p.m. on Monday, December 16,
2019 in the Council room of the City
Hall, Hattiesburg, MS to determine
whether or not the hereinafter-de-
scribed property is in such a state of un-
cleanliness to be a menace to the public
health and safety of the community. You
have a right to file an answer and to ap-
pear at said hearing in person or other-
wise and to offer your defense, if any.
If, at such hearing, the City Council
shall adjudicate the property in its then
condition to be a menace to the health
and safety of the community, the City of
Hattiesburg shall, if the owner will not
do so themselves, proceed to have the
land cleared pursuant to the aforesaid
statute. The City of Hattiesburg may
then adjudicate the costs plus penalty
of cleaning said property and the costs
may become assessment against the
property, which shall be a lien against
said property all as provided by statute,
to wit:

PARCEL: 2-037D-14-121.00, 712
Lincoln Street, Hattiesburg, MS, 39401
and better described as Lots 19 and 21
OF Block 4, McInnis, Mitchell, and Lon-
gre Addition to the City of Hattiesburg,
Forrest County, Mississippi, as per the
map or plat thereof on file in the office
of the Chancery Clerk of Forrest
County, Mississippi.

Published Nov 21, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 297 Published 1 times

Date 1st Published: Nov 21 Amt: 35.64

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 35.64

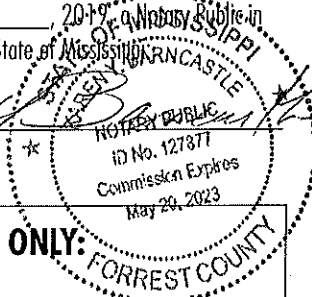
Proof of Publication Fee: 3.00

TOTAL: 38.64

(signed) Roth Luvich
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 21st
day of November, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi.

(signed) [Signature]



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 710 Lincoln St 22056
- ☐ Invoice #: 95127
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Hattie Mae & Willie Hinton,
14801 Durwood Valley Dr., Bowie, MD,
20721 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, December 16, 2019 in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense. If any, If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so themselves, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 2-037D-14-122.00, 710 Lincoln Street, Hattiesburg, MS, 39401 and better described as Lot 18 in Block 4 of the McInnis, Mitchell, and Longre Survey of the City of Hattiesburg, Forrest County, Mississippi, as per map of plat on file in the office of the Chancery Clerk of said County.

Published Nov 21, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 359 Published 1 times

Date 1st Published: Nov 21 Amt: 43.08

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 43.08

Proof of Publication Fee: 3.00

TOTAL: 46.08

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 21st
day of November, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 525 Louise St 19603
- ☐ Invoice #: 95127
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Thomas Smith; 1012 Spencer St,
Hattiesburg, MS, 39401 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, December 16, 2019 in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so themselves, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 2-029K-09-196.00, 525 Louise St., HATTIESBURG, MS 39401 and better described as Lot 17 less the North 50 feet thereof of Block One of the John Kamper Subdivision of Blocks "D" and "E" of the John Kamper ADDITION OF Hattiesburg, Mississippi, and of the C.J. Miller Addition No. 3 to Hattiesburg, Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, being located in the N ½ of the NE ¼ of Section 9, Township 4 North, Range 13 West, Forrest County, Mississippi, and being designated as Municipal No. 525 Louise Street, in the City of Hattiesburg, Mississippi. Block 001 Section 09 Township 04N Range 13W

Published Nov 21, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 303 Published 1 times

Date 1st Published: Nov 21 Amt: 36.36

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 36.36

Proof of Publication Fee: 3.00

TOTAL: 39.36

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 21st
day of November, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]
NOTARY PUBLIC
ID No. 127877
Commission Expires
May 20, 2023
FORREST COUNTY

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 523 Louise St 19604
- ☐ Invoice #: 95127
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Jeffery & Alexandra Pachulo;
6108 Eberle St. Lakewood, CA, 90713,
and all unknown persons claiming any
right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, December 16, 2019 in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so themselves, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 2-029K-09-197.00, 523 Louise St., HATTIESBURG, MS 39401 and better described as Lot 18, Block One (1) of the John Kamper Subdivision of Blocks "D" and "E" of the John Kamper Addition to the City of Hattiesburg as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest county, Mississippi.

Published Nov 21, 2019.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 266 Published 1 times

Date 1st Published: Nov 21 Amt: 31.92

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 31.92

Proof of Publication Fee: 3.00

TOTAL: 34.92

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 21st
day of November, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]
NOTARY PUBLIC
ID No. 127877
Commission Expires
May 20, 2023
FORREST COUNTY

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 119 Montague St 20772
- ☐ Invoice #: 95127
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Beblana Hernandez, 1841 Lakeview Rd, Hattiesburg, MS, 39401 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, December 16, 2019 in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so themselves, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 2-029F-04-164.00, 119 Montague St., Hattiesburg, MS, 39401 and better described as
LT 1 BLK 2 AA MONTAGUE ADD S-
T-R: 04-04N-13W

Published Nov 21, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 381 Published 1 times

Date 1st Published: Nov 21 Amt: 45.72

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 45.72

Proof of Publication Fee: 3.00

TOTAL: 48.72

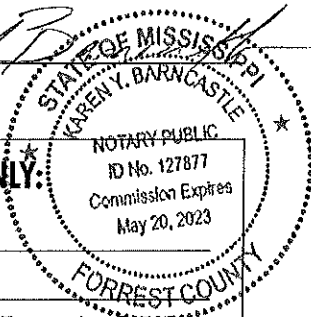
(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 21st
day of November, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 118 Tuscan Ave 21580
- ☐ Invoice #: 95127
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Essie Mae Collins, 1325 Fairmont Ave, Hattiesburg, MS, 39401 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, December 16, 2019 in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so themselves, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 2-038F-16-033.00, 118 Tuscan Ave, Hattiesburg, MS, 39401 and better described as A part of Block fifty-five of the D.D. McInnis, Third Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, more particularly described as follows, to-wit:

Commencing at the NE corner of Block 55 of said Subdivision and run thence W for a distance of 214 feet to and for the point of beginning, and run thence South a distance of 110 feet, more or less, to the extension of Tuscan Ave, run thence West a distance of 50 feet along the North line of said Block, run thence East for a distance of 50 feet to the said point of beginning.

Publication: November 21, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 329 Published 1 times

Date 1st Published: Nov 21 Amt: 39.48

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 39.48

Proof of Publication Fee: 3.00

TOTAL: 42.48

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 21st
day of November, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 105 S 11th Ave 16786
- ☐ Invoice #: 95127
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Henry & Nancy Tatem, 219 Arkwood Dr., Petal, MS, 39465 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, December 16, 2019 in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so themselves, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 2-029M-09-079.00, 105 S. 11TH Ave, HATTIESBURG, MS 39401 and better described as The North 16.5 feet of Lot 20; All of Lots 21 & 22; and the South One Half of Lot 23 all in Block 2, Hattiesburg Heights Proper Survey of the City of Hattiesburg, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, in Plat Book 4 at Page 15, Plat Slide A-55.

Published Nov 21, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

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TOTAL: 58.88

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 21st
day of November, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Bids Elevator
- ☐ Invoice #: 95066
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE TO BIDDERS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive bids in the following manner:

PROPOSALS will be accepted until 10:00 A.M. on Thursday, December 5, 2019 by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401, for furnishing the City's requirements for the following:

Electric Traction Elevator B 5000#

Detailed specifications and procedures may be downloaded from Central Bidding at www.centralbidding.com. All proposals must comply with the specifications provided, and must be uploaded by the date and time stated above. For questions regarding specifications please call Lamar Rutland at 601-545-4540. For any questions relating to the electronic submission process, please call Central Bidding at 225-810-4814.

Submissions will be evaluated and vendors submitting acceptable proposals will be invited to submit priced bids via reverse auction, which will take place on December 19, 2019 at 10:30 a.m. The above shall be bid upon and delivered as per detailed specifications. Electronic BIDS may be securely uploaded at www.centralbidding.com.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 14th and the 21st day of November, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: /s/ Kermas Eaton, City Clerk

Published Nov 14, 21, 2019



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, December 17, 2019

Re: Acknowledge the monthly budget report for the month ending November 30, 2019.
File Number: 2019-377
Minute Book #

Summary

Recommendation Statement

Please place this on the December 17, 2019 City Council meeting for consideration.

001003 - GENERAL FUND-CITY COUNCIL

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN	ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES									
18923	REGULAR WAGES 4000	246000		37847	208153	16.6	15.3	18,918-	7.6-
	DISASTER RECOVERY WAGE 4010								
	OVERTIME 4300								
	DISASTER RECOVERY OVER 4310								
18923	SALARIES	246000		37847	208153	16.6	15.3	18,918-	7.6-
EMPLOYEE BENEFITS									
3293	STATE RETIREMENT 4600	42810		6585	36225	16.6	15.3	3,300-	7.7-
1397	F.I.C.A. TAXES 4700	18820		2795	16025	16.6	14.8	2,050-	10.8-
4060	HOSPITALIZATION INS. 4800	54600		8120	46480	16.6	14.8	5,880-	10.7-
	UNEMPLOYMENT BENEFITS 4900								
	WORKMAN'S COMPENSATION 4910	575			575	16.6		575-	100.0-
8750	EMPLOYEE BENEFITS	116805		17500	99305	16.6	14.9	11,805-	10.1-
27673	PERSONAL SERVICES	362805		55347	307458	16.6	15.2	30,723-	8.4-
OFFICE SUPPLIES									
	PAPER 5003								
	PRINTED FORMS 5005								
71	OTHER EXPENDABLE OFF.S 5010	1000		478	522	16.6	47.8	1,868	186.8
	MINOR OFFICE EQUIP/FUR 5020								
	PHOTO SUPPLIES 5040								
	SUBSCRIPTIONS,MAGS,MAP 5050								
	BOOKS 5070	400			400	16.6		400-	100.0-
	COMPUTER SUPPLIES 5080	500			500	16.6		500-	100.0-
71	OFFICE SUPPLIES	1900		478	1422	16.6	25.1	968	50.9
OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP 5100								
	HOUSEHOLD SUPPLIES 5110								
	FOOD 5115	100			100	16.6		100-	100.0-
	WEARING APPAREL 5355	1400			1400	16.6		1,400-	100.0-
	MINOR EQUIPMENT 5460								
	OTHER OPERATING MATL/S 5590								
	OPERATING SUPPLIES	1500			1500	16.6		1,500-	100.0-
REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S 5600								
	MTR VEHICLE REP. PTS/S 5700								
	OTHER REPAIR/MAINT. SP 5990								
REPAIR & MAINTENANCE									

71	SUPPLIES AND EXPENSES	3400	478	2922	16.6	14.0	532-	15.6-
	PROFESSIONAL SERVICES							
	AUDITING AND ACCOUNTIN 6010	200000	8349	191651	16.6	4.1	149,906-	74.9-
	ARCHITECTURAL 6012							
	ENTERTAINMENT 6033							
	DATA PROCESSING 6035							
283	OTHER PROFESSIONAL SER 6049	20000	533	19467	16.6	2.6	16,802-	84.0-
283	PROFESSIONAL SERVICE	220000	8882	211118	16.6	4.0	166,708-	75.7-
	COMMUNICATIONS							
	TELEPHONE AND TELEGRAP 6060							
	POSTAGE 6070							
	COMMUNICATIONS							
	TRANSPORTATION							
	TRAVEL EXPENSE 6110							
	TRAVEL EXP-CLERK 6110 CLERK	4500		4500	16.6		4,500-	100.0-
	TRAVEL EXP-DEPCLERK 6110 DEPCLE	4500		4500	16.6		4,500-	100.0-
	TRAVEL EXP-WARD 1 6110 WARD1	2000		2000	16.6		2,000-	100.0-
508	TRAVEL EXP-WARD 2 6110 WARD2	2000	1578	422	16.6	78.9	7,468	373.4
	TRAVEL EXP-WARD 3 6110 WARD3	2000		2000	16.6		2,000-	100.0-
	TRAVEL EXP-WARD 4 6110 WARD4	2000		2000	16.6		2,000-	100.0-
	TRAVEL EXP-WARD 5 6110 WARD5	2000		2000	16.6		2,000-	100.0-
508	TRAVEL EXPENSE	19000	1578	17422	16.6	8.3	9,532-	50.1-
	FREIGHT 6120							
	MESSENGER/EXPRESS SERV 6130							
508	TRANSPORTATION	19000	1578	17422	16.6	8.3	9,532-	50.1-
	ADVERTISING							
	ADVERTISING 6150							
	ORDINANCE EXPENSE 6160							
	ADVERTISING							
	PRINTING AND BINDING							
	PRINTING 6200							
	BINDING 6205							
	FILM PROCESSING 6240							
	PRINTING AND BINDING							
	INSURANCE							
	PUBLIC LIAB/PROPERTY D 6255							
	SURETY AND FORGERY BON 6270							
	OTHER INSURANCE 6299							
	INSURANCE							
	REPR/MAINT-OUTSIDE LABO							
	OFFICE EQUIPMENT R&M 6365							
	HOUSEHOLD EQUIPMENT R& 6370							
	MINOR EQUIPMENT R&M 6382							

	MOTOR VEHICLE EQ. R&M	6384							
	OTHER REPAIRS AND MAIN	6399							
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	REPR/MAINT-OUTSIDE L								
	RENTALS								
80	OFFICE EQUIPMENT RENT	6410	1800		355	1445	16.6	19.7	330 18.3
	OTHER RENT	6449							
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80	RENTALS		1800		355	1445	16.6	19.7	330 18.3
	OTHER SERVICES & CHARGE								
	EXHIBITIONS & PROMOTIO	6500	1000			1000	16.6		1,000- 100.0-
	DUES AND MEMBERSHIPS	6840	700			700	16.6		700- 100.0-
	REGISTRATION FEE/TUITI	6845							
25	REG FEE/TUITION-CLERK	6845 CLERK	2000	25	1975	16.6	1.2		1,850- 92.5-
25	REG FEE/TUITION-DEPCL	6845 DEPCLE	2000	25	1975	16.6	1.2		1,850- 92.5-
	REG FEE/TUITION-WARD	6845 WARD1	1000		1000	16.6			1,000- 100.0-
	REG FEE/TUITION-WARD	6845 WARD2	1000	100	900	16.6	10.0		400- 40.0-
	REG FEE/TUITION-WARD	6845 WARD3	1000		1000	16.6			1,000- 100.0-
	REG FEE/TUITION-WARD	6845 WARD4	1000		1000	16.6			1,000- 100.0-
	REG FEE/TUITION-WARD	6845 WARD5	1000		1000	16.6			1,000- 100.0-
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50	REGISTRATION FEE/TU		9000		150	8850	16.6	1.6	8,100- 90.0-
	SERVICES NOT SPECIFIED	6999							
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50	OTHER SERVICES & CHA		10700		150	10550	16.6	1.4	9,800- 91.5-
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922	OTHER SERVICES & CHAR		251500		10965	240535	16.6	4.3	185,710- 73.8-
	IMPROVEMENT OTHER THAN								
	OTHER IMPROVEMENTS	7295							
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	IMPROVEMENT OTHER TH								
	MACHINERY AND EQUIPMENT								
	HOUSEHOLD FURN/EQUIP.	7320							
	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327	6000			6000	16.6		6,000- 100.0-
	COMMUNICATION EQUIPMEN	7355							
	OTHER EQUIPMENT	7399							
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	MACHINERY AND EQUIPM		6000			6000	16.6		6,000- 100.0-
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	CAPITAL OUTLAY		6000			6000	16.6		6,000- 100.0-
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28666	EXPENDITURES		623705		66789	556916	16.6	10.7	222,971- 35.7-

001015 - GENERAL FUND-CITY COURT

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN	ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES									
54117	REGULAR WAGES 4000	731251		108346	622905	16.6	14.8	81,175-	11.1-
	DISASTER RECOVERY WAGE 4010								
1853	OVERTIME 4300	15000		3700	11300	16.6	24.6	7,200	48.0
	DISASTER RECOVERY OVER 4310								
55970	SALARIES	746251		112046	634205	16.6	15.0	73,975-	9.9-
EMPLOYEE BENEFITS									
9739	STATE RETIREMENT 4600	129850		19496	110354	16.6	15.0	12,874-	9.9-
4078	F.I.C.A. TAXES 4700	57900		8163	49737	16.6	14.0	8,922-	15.4-
10440	HOSPITALIZATION INS. 4800	148200		20880	127320	16.6	14.0	22,920-	15.4-
	UNEMPLOYMENT BENEFITS 4900	5000			5000	16.6		5,000-	100.0-
	WORKMAN'S COMPENSATION 4910	3000			3000	16.6		3,000-	100.0-
24256	EMPLOYEE BENEFITS	343950		48539	295411	16.6	14.1	52,716-	15.3-
80227	PERSONAL SERVICES	1090201		160586	929615	16.6	14.7	126,685-	11.6-
OFFICE SUPPLIES									
878	PAPER 5003	3000		878	2122	16.6	29.2	2,268	75.6
	PRINTED FORMS 5005	2000			2000	16.6		2,000-	100.0-
59-	OTHER EXPENDABLE OFF.S 5010	7000		59-	7059	16.6	.8	6,646-	94.9-
	MINOR OFFICE EQUIP/FUR 5020	8500		1056	7444	16.6	12.4	2,164-	25.4-
	MICROFILM SUPPLIES 5030								
	SUBSCRIPTIONS,MAGS,MAP 5050								
	BOOKS 5070								
58	COMPUTER SUPPLIES 5080	1500		58	1442	16.6	3.8	1,152-	76.8-
877	OFFICE SUPPLIES	22000		1933	20067	16.6	8.7	10,402-	47.2-
OPERATING SUPPLIES									
2353	CLEANING/JANITORIAL SP 5100	5719		2353	3366	16.6	41.1	8,399	146.8
	FOOD 5115	500			500	16.6		500-	100.0-
	GAS AND OIL 5250								
	WEARING APPAREL 5355	600			600	16.6		600-	100.0-
	MINOR EQUIPMENT 5460	1000			1000	16.6		1,000-	100.0-
	OTHER OPERATING MATL/S 5590								
30	OTHER OPER.MATL-JAIL G 5591	29825		75	29750	16.6	.2	29,375-	98.4-
2383	OPERATING SUPPLIES	37644		2428	35216	16.6	6.4	23,076-	61.3-
REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S 5600	2000			2000	16.6		2,000-	100.0-
	MTR VEHICLE REP. PTS/S 5700								
	REPAIR & MAINTENANCE	2000			2000	16.6		2,000-	100.0-

3261	SUPPLIES AND EXPENSES	61644		4362	57282	16.6	7.0	35,472-	57.5-
	PROFESSIONAL SERVICES								
	CONSULTANT SERV/SURVEY 6020								
	LEGAL 6025								
	DATA PROCESSING 6035								
	MICROFILM PROCESSING 6037								
11000	OTHER PROF-JAIL DIV GR 6048	350697		11000	339697	16.6	3.1	284,697-	81.1-
11998	OTHER PROFESSIONAL SER 6049	115000		23863	91138	16.6	20.7	28,178	24.5
	OTHER PROF-TECHNOLOGY 6049 01	90000		12450	77550	16.6	13.8	15,300-	17.0-
	PROF SERV-JUDGE PRO T 6049 02								
11998	OTHER PROFESSIONAL	205000		36313	168688	16.6	17.7	12,878	6.2
22998	PROFESSIONAL SERVICE	555697		47313	508385	16.6	8.5	271,819-	48.9-
	COMMUNICATIONS								
436	TELEPHONE AND TELEGRAP 6060	6100		867	5233	16.6	14.2	898-	14.7-
	POSTAGE 6070								
436	COMMUNICATIONS	6100		867	5233	16.6	14.2	898-	14.7-
	TRANSPORTATION								
	TRAVEL EXPENSE 6110	6000			6000	16.6		6,000-	100.0-
	TRVL-JAIL DIVERSN GRAN 6118	2397			2397	16.6		2,397-	100.0-
	FREIGHT 6120								
	MESSENGER/EXPRESS SERV 6130								
	TRANSPORTATION	8397			8397	16.6		8,397-	100.0-
	ADVERTISING								
	ADVERTISING 6150								
	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING 6200	2000		183	1817	16.6	9.1	902-	45.1-
	BINDING 6205								
	PRINTING AND BINDING	2000		183	1817	16.6	9.1	902-	45.1-
	INSURANCE								
41	SURETY AND FORGERY BON 6270								
	GAS 6300	2000		77	1923	16.6	3.8	1,538-	76.9-
955	ELECTRICITY 6305	15000		2554	12446	16.6	17.0	324	2.1
996	INSURANCE	17000		2631	14369	16.6	15.4	1,214-	7.1-
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M 6350	5000			5000	16.6		5,000-	100.0-
	OFFICE EQUIPMENT R&M 6365	500			500	16.6		500-	100.0-
	REPR/MAINT-OUTSIDE L	5500			5500	16.6		5,500-	100.0-
	RENTALS								
338	OFFICE EQUIPMENT RENT 6410	11000		956	10044	16.6	8.6	5,264-	47.8-
	OTHER RENT 6449								

338	RENTALS	11000		956	10044	16.6	8.6	5,264-	47.8-
	OTHER SERVICES & CHARGE								
	COURT COSTS 6710								
	REFUNDS 6835								
	POLICE FINE REFUNDS 6835 PF								
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	REFUNDS								
	DUES AND MEMBERSHIPS 6840	1000			1000	16.6		1,000-	100.0-
	REGISTRATION FEE/TUITI 6845	500			500	16.6		500-	100.0-
	SERVICES NOT SPECIFIED 6999	2500	1,500		1000	16.6		2,500-	100.0-
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	OTHER SERVICES & CHA	4000	1,500		2500	16.6		4,000-	100.0-
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24768	OTHER SERVICES & CHAR	609694	1,500	51949	556245	16.6	8.5	298,000-	48.8-
	<u>MACHINERY AND EQUIPMENT</u>								
	OFFICE FURN/EQUIP. 7325								
	DATA PROCESSING EQUIP. 7327								
	OTHER EQUIPMENT 7399								
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	MACHINERY AND EQUIPM								
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	CAPITAL OUTLAY								
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108255	EXPENDITURES	1761539	1,500	216897	1543142	16.6	12.3	460,157-	26.1-

001020 - GENERAL FUND-MAYOR/ADMIN.

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
40456	REGULAR WAGES 4000	598784		80560	518224	16.6 13.4	115,424-	19.2-
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300							
	DISASTER RECOVERY OVER 4310							
40456	SALARIES	598784		80560	518224	16.6 13.4	115,424-	19.2-
EMPLOYEE BENEFITS								
6904	STATE RETIREMENT 4600	104200		13764	90436	16.6 13.2	21,616-	20.7-
3065	F.I.C.A. TAXES 4700	45810		6101	39709	16.6 13.3	9,204-	20.0-
4060	HOSPITALIZATION INS. 4800	62400		8120	54280	16.6 13.0	13,680-	21.9-
	UNEMPLOYMENT BENEFITS 4900	1000			1000	16.6	1,000-	100.0-
	WORKMAN'S COMPENSATION 4910	5500			5500	16.6	5,500-	100.0-
14029	EMPLOYEE BENEFITS	218910		27985	190925	16.6 12.7	51,000-	23.2-
54484	PERSONAL SERVICES	817694		108545	709149	16.6 13.2	166,424-	20.3-
OFFICE SUPPLIES								
	PAPER 5003	500			500	16.6	500-	100.0-
	PRINTED FORMS 5005							
615	OTHER EXPENDABLE OFF.S 5010	3000	100	1564	1336	16.6 52.1	6,384	212.8
	MINOR OFFICE EQUIP/FUR 5020	1000			1000	16.6	1,000-	100.0-
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050	750			750	16.6	750-	100.0-
	BOOKS 5070	700		591	109	16.6 84.4	2,846	406.5
	COMPUTER SUPPLIES 5080	2000			2000	16.6	2,000-	100.0-
615	OFFICE SUPPLIES	7950	100	2155	5695	16.6 27.1	4,980	62.6
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100							
	HOUSEHOLD SUPPLIES 5110							
60	FOOD 5115	2000		315	1685	16.6 15.7	110-	5.5-
225	GAS AND OIL 5250	3000		601	2399	16.6 20.0	606	20.2
	LUBRICANTS 5255							
	WEARING APPAREL 5355							
	MINOR EQUIPMENT 5460							
	OTHER OPERATING MATL/S 5590	100			100	16.6	100-	100.0-
	OTHER OPER.MATL-NLC HE 5591							
285	OPERATING SUPPLIES	5100		916	4184	16.6 17.9	396	7.7
REPAIR & MAINTENANCE SP								
	MTR VEHICLE REP. PTS/S 5700	2000		25	1975	16.6 1.2	1,850-	92.5-
	COMMUNICATION REPAIR P 5750							

	DISASTER REPAIRS	6351							
	OFFICE EQUIPMENT R&M	6365	1500		1500	16.6		1,500-	100.0-
	HOUSEHOLD EQUIPMENT R&	6370							
95	MINOR EQUIPMENT R&M	6382	1500	95	1405	16.6	6.3	930-	62.0-
	MOTOR VEHICLE EQ. R&M	6384	500		500	16.6		500-	100.0-
	COMMUNICATION EQ. R&M	6390							
	OTHER REPAIRS AND MAIN	6399							
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95	REPR/MAINT-OUTSIDE L		3500	95	3405	16.6	2.7	2,930-	83.7-
	RENTALS								
301	OFFICE EQUIPMENT RENT	6410	5000	548	4452	16.6	10.9	1,712-	34.2-
	OTHER RENT	6449							
-----			-----	-----	-----	-----	-----	-----	-----
301	RENTALS		5000	548	4452	16.6	10.9	1,712-	34.2-
	OTHER SERVICES & CHARGE								
	LATE PAYMENT CHARGE	6705							
	DUES AND MEMBERSHIPS	6840	6500		6500	16.6		6,500-	100.0-
165	REGISTRATION FEE/TUITI	6845	4000	190	3810	16.6	4.7	2,860-	71.5-
	SERVICES NOT SPECIFIED	6999	1000		1000	16.6		1,000-	100.0-
-----			-----	-----	-----	-----	-----	-----	-----
165	OTHER SERVICES & CHA		11500	190	11310	16.6	1.6	10,360-	90.0-
-----			-----	-----	-----	-----	-----	-----	-----
16823	OTHER SERVICES & CHAR		194965	4,800	85585	16.6	43.8	318,545	163.3
	IMPROVEMENT OTHER THAN								
	OTHER IMPROVEMENTS	7295							
-----			-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH								
	MACHINERY AND EQUIPMENT								
	HOUSEHOLD FURN/EQUIP.	7320	2000		2000	16.6		2,000-	100.0-
	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327							
	COMMUNICATION EQUIPMEN	7355							
	OTHER EQUIPMENT	7399	3000		3000	16.6		3,000-	100.0-
-----			-----	-----	-----	-----	-----	-----	-----
	MACHINERY AND EQUIPM		5000		5000	16.6		5,000-	100.0-
	VEHICLES								
	AUTOMOBILES	7400							
-----			-----	-----	-----	-----	-----	-----	-----
	VEHICLES								
-----			-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY		5000		5000	16.6		5,000-	100.0-
-----			-----	-----	-----	-----	-----	-----	-----
72207	EXPENDITURES		1033009	4,900	197226	16.6	19.0	150,347	14.5

001030 - GENERAL FUND-ELECTIONS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
	REGULAR WAGES 4000							
	OVERTIME 4300							
-----		-----	-----	-----	-----	-----	-----	-----
SALARIES								
EMPLOYEE BENEFITS								
	STATE RETIREMENT 4600							
	F.I.C.A. TAXES 4700							
	HOSPITALIZATION INS. 4800							
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910							
-----		-----	-----	-----	-----	-----	-----	-----
EMPLOYEE BENEFITS								
-----		-----	-----	-----	-----	-----	-----	-----
PERSONAL SERVICES								
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010	400			400	16.6	400-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	OFFICE SUPPLIES	400			400	16.6	400-	100.0-
OPERATING SUPPLIES								
	MINOR EQUIPMENT 5460							
	OTHER OPERATING MATL/S 5590	1000			1000	16.6	1,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	OPERATING SUPPLIES	1000			1000	16.6	1,000-	100.0-
REPAIR & MAINTENANCE SP								
	OTHER REPAIR/MAINT. SP 5990							
-----		-----	-----	-----	-----	-----	-----	-----
REPAIR & MAINTENANCE								
-----		-----	-----	-----	-----	-----	-----	-----
	SUPPLIES AND EXPENSES	1400			1400	16.6	1,400-	100.0-
PROFESSIONAL SERVICES								
	LEGAL 6025							
	DATA PROCESSING 6035							
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
PROFESSIONAL SERVICE								
COMMUNICATIONS								
	POSTAGE 6070	8000			8000	16.6	8,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	COMMUNICATIONS	8000			8000	16.6	8,000-	100.0-

TRANSPORTATION							
FREIGHT	6120	250			250	16.6	250- 100.0-
MESSENGER/EXPRESS SERV	6130						
-----		-----	-----	-----	-----	-----	-----
TRANSPORTATION		250			250	16.6	250- 100.0-
ADVERTISING							
ADVERTISING	6150	500			500	16.6	500- 100.0-
-----		-----	-----	-----	-----	-----	-----
ADVERTISING		500			500	16.6	500- 100.0-
PRINTING AND BINDING							
PRINTING	6200	3000			3000	16.6	3,000- 100.0-
BINDING	6205						
-----		-----	-----	-----	-----	-----	-----
PRINTING AND BINDING		3000			3000	16.6	3,000- 100.0-
REPR/MAINT-OUTSIDE LABO							
OFFICE EQUIPMENT R&M	6365						
OTHER REPAIRS AND MAIN	6399						
-----		-----	-----	-----	-----	-----	-----
REPR/MAINT-OUTSIDE L							
RENTALS							
BUILDING RENT	6405	800			800	16.6	800- 100.0-
OFFICE EQUIPMENT RENT	6410						
-----		-----	-----	-----	-----	-----	-----
RENTALS		800			800	16.6	800- 100.0-
OTHER SERVICES & CHARGE							
SERVICES NOT SPECIFIED	6999	33000			33000	16.6	33,000- 100.0-
-----		-----	-----	-----	-----	-----	-----
OTHER SERVICES & CHA		33000			33000	16.6	33,000- 100.0-
-----		-----	-----	-----	-----	-----	-----
OTHER SERVICES & CHAR		45550			45550	16.6	45,550- 100.0-
-----		-----	-----	-----	-----	-----	-----
MACHINERY AND EQUIPMENT							
OFFICE FURN/EQUIP.	7325						
OTHER EQUIPMENT	7399						
-----		-----	-----	-----	-----	-----	-----
MACHINERY AND EQUIPM							
-----		-----	-----	-----	-----	-----	-----
CAPITAL OUTLAY							
-----		-----	-----	-----	-----	-----	-----
EXPENDITURES		46950			46950	16.6	46,950- 100.0-

001040 - GENERAL FUND-MUNICIPAL CLERK

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
16437	REGULAR WAGES 4000	218848		32831	186017	16.6 15.0	21,862-	9.9-
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300	1000			1000	16.6	1,000-	100.0-
	DISASTER RECOVERY OVER 4310							
16437	SALARIES	219848		32831	187017	16.6 14.9	22,862-	10.3-
EMPLOYEE BENEFITS								
2790	STATE RETIREMENT 4600	38260		5643	32617	16.6 14.7	4,402-	11.5-
1219	F.I.C.A. TAXES 4700	16820		2434	14386	16.6 14.4	2,216-	13.1-
3480	HOSPITALIZATION INS. 4800	46800		6960	39840	16.6 14.8	5,040-	10.7-
	UNEMPLOYMENT BENEFITS 4900	1000			1000	16.6	1,000-	100.0-
	WORKMAN'S COMPENSATION 4910	450			450	16.6	450-	100.0-
7489	EMPLOYEE BENEFITS	103330		15037	88293	16.6 14.5	13,108-	12.6-
23925	PERSONAL SERVICES	323178		47868	275310	16.6 14.8	35,970-	11.1-
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010	3000	270		2730	16.6	3,000-	100.0-
	MINOR OFFICE EQUIP/FUR 5020	2000		348	1652	16.6 17.4	88	4.4
	MICROFILM SUPPLIES 5030							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
	COMPUTER SUPPLIES 5080	300			300	16.6	300-	100.0-
	OFFICE SUPPLIES	5300	270	348	4682	16.6 6.5	3,212-	60.6-
OPERATING SUPPLIES								
	FOOD 5115							
	GAS AND OIL 5250							
	MINOR EQUIPMENT 5460							
	OTHER OPERATING MATL/S 5590							
	OPERATING SUPPLIES							
	SUPPLIES AND EXPENSES	5300	270	348	4682	16.6 6.5	3,212-	60.6-
PROFESSIONAL SERVICES								
	CONSULTANT SERV/SURVEY 6020							
	ABSTRACTING & RECORDIN 6023							
	LEGAL 6025							
	DATA PROCESSING 6035							

	MICROFILM PROCESSING	6037							
	OTHER PROFESSIONAL SER	6049	15825	6,825	9000	16.6		15,825-	100.0-
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	PROFESSIONAL SERVICE		15825	6,825	9000	16.6		15,825-	100.0-
	COMMUNICATIONS								
	TELEPHONE AND TELEGRAP	6060							
	POSTAGE	6070							
-----			-----	-----	-----	-----	-----	-----	-----
	COMMUNICATIONS								
	TRANSPORTATION								
	TRAVEL EXPENSE	6110	1000		1000	16.6		1,000-	100.0-
	FREIGHT	6120							
	MESSENGER/EXPRESS SERV	6130	100		100	16.6		100-	100.0-
-----			-----	-----	-----	-----	-----	-----	-----
	TRANSPORTATION		1100		1100	16.6		1,100-	100.0-
	ADVERTISING								
1482	ADVERTISING	6150	24952	9991	14961	16.6	40.0	34,994	140.2
	ORDINANCE EXPENSE	6160	3000		3000	16.6		3,000-	100.0-
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1482	ADVERTISING		27952	9991	17961	16.6	35.7	31,994	114.4
	PRINTING AND BINDING								
37	PRINTING	6200	1500	37	1463	16.6	2.4	1,278-	85.2-
	BINDING	6205							
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37	PRINTING AND BINDING		1500	37	1463	16.6	2.4	1,278-	85.2-
	INSURANCE								
	SURETY AND FORGERY BON	6270							
-----			-----	-----	-----	-----	-----	-----	-----
	INSURANCE								
	REPR/MAINT-OUTSIDE LABO								
	OFFICE EQUIPMENT R&M	6365	2500		2500	16.6		2,500-	100.0-
	DISINFECT./EXTERMINATI	6394							
	OTHER REPAIRS AND MAIN	6399							
-----			-----	-----	-----	-----	-----	-----	-----
	REPR/MAINT-OUTSIDE L		2500		2500	16.6		2,500-	100.0-
	RENTALS								
204	OFFICE EQUIPMENT RENT	6410	5000	408	4592	16.6	8.1	2,552-	51.0-
-----			-----	-----	-----	-----	-----	-----	-----
204	RENTALS		5000	408	4592	16.6	8.1	2,552-	51.0-
	OTHER SERVICES & CHARGE								
	DUES AND MEMBERSHIPS	6840	300	110	190	16.6	36.6	360	120.0
25	REGISTRATION FEE/TUITI	6845	1500	25	1475	16.6	1.6	1,350-	90.0-
	SERVICES NOT SPECIFIED	6999							
-----			-----	-----	-----	-----	-----	-----	-----
25	OTHER SERVICES & CHA		1800	135	1665	16.6	7.5	990-	55.0-
-----			-----	-----	-----	-----	-----	-----	-----
1748	OTHER SERVICES & CHAR		55677	6,825	10571	16.6	18.9	7,749	13.9
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327							
	OTHER EQUIPMENT	7399							

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	MACHINERY AND EQUIPM								
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	CAPITAL OUTLAY								
-----		-----	-----	-----	-----	-----	-----	-----	-----
25673	EXPENDITURES	384155	7,095	58787	318273	16.6	15.3	31,433-	8.1-

001041 - GENERAL FUND-TAX DIVISION

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
	REGULAR WAGES	4000						
	OVERTIME	4300						
-----			-----	-----	-----	-----	-----	-----
SALARIES								
EMPLOYEE BENEFITS								
	STATE RETIREMENT	4600						
	F.I.C.A. TAXES	4700						
	HOSPITALIZATION INS.	4800						
	UNEMPLOYMENT BENEFITS	4900						
	WORKMAN'S COMPENSATION	4910						
-----			-----	-----	-----	-----	-----	-----
EMPLOYEE BENEFITS								
-----			-----	-----	-----	-----	-----	-----
PERSONAL SERVICES								
OFFICE SUPPLIES								
	PAPER	5003						
	PRINTED FORMS	5005						
	OTHER EXPENDABLE OFF.S	5010						
	MINOR OFFICE EQUIP/FUR	5020						
	MICROFILM SUPPLIES	5030						
	SUBSCRIPTIONS,MAGS,MAP	5050						
	MAPS FOR RESALE	5060						
	BOOKS	5070						
	COMPUTER SUPPLIES	5080						
-----			-----	-----	-----	-----	-----	-----
OFFICE SUPPLIES								
OPERATING SUPPLIES								
	GAS AND OIL	5250						
	LUBRICANTS	5255						
	MINOR EQUIPMENT	5460						
	OTHER OPERATING MATL/S	5590						
-----			-----	-----	-----	-----	-----	-----
OPERATING SUPPLIES								
REPAIR & MAINTENANCE SP								
	MTR VEHICLE REP. PTS/S	5700						
	OTHER REPAIR/MAINT. SP	5990						
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REPAIR & MAINTENANCE								
-----			-----	-----	-----	-----	-----	-----
SUPPLIES AND EXPENSES								
PROFESSIONAL SERVICES								

CONSULTANT SERV/SURVEY 6020
ABSTRACTING & RECORDIN 6023
LEGAL 6025
DATA PROCESSING 6035
MICROFILM PROCESSING 6037
OTHER PROFESSIONAL SER 6049

PROFESSIONAL SERVICE
COMMUNICATIONS
TELEPHONE AND TELEGRAP 6060
POSTAGE 6070

COMMUNICATIONS
TRANSPORTATION
TRAVEL EXPENSE 6110
FREIGHT 6120
MESSENGER/EXPRESS SERV 6130

TRANSPORTATION
ADVERTISING
ADVERTISING 6150

ADVERTISING
PRINTING AND BINDING
PRINTING 6200
BINDING 6205
BLUELINES 6210

PRINTING AND BINDING
INSURANCE
AUTOMOBILE INSURANCE 6265
SURETY AND FORGERY BON 6270

INSURANCE
REPR/MAINT-OUTSIDE LABO
BUILDING R&M 6350
OFFICE EQUIPMENT R&M 6365
MOTOR VEHICLE EQ. R&M 6384
COMMUNICATION EQ. R&M 6390
OTHER REPAIRS AND MAIN 6399

REPR/MAINT-OUTSIDE L
RENTALS
OFFICE EQUIPMENT RENT 6410

RENTALS
OTHER SERVICES & CHARGE
REFUNDS 6835
PRIVILEGE LICENSE REF 6835 PL

REFUNDS
DUES AND MEMBERSHIPS 6840

REGISTRATION FEE/TUITI 6845
SERVICES NOT SPECIFIED 6999

-----	OTHER SERVICES & CHA	-----	-----	-----	-----	-----	-----
-----	OTHER SERVICES & CHAR	-----	-----	-----	-----	-----	-----
	MACHINERY AND EQUIPMENT						
	HOUSEHOLD FURN/EQUIP. 7320						
	OFFICE FURN/EQUIP. 7325						
	DATA PROCESSING EQUIP. 7327						
	COMMUNICATION EQUIPMEN 7355						
	OTHER EQUIPMENT 7399						
-----	MACHINERY AND EQUIPM	-----	-----	-----	-----	-----	-----
	VEHICLES						
	AUTOMOBILES 7400						
-----	VEHICLES	-----	-----	-----	-----	-----	-----
-----	CAPITAL OUTLAY	-----	-----	-----	-----	-----	-----
-----	EXPENDITURES	-----	-----	-----	-----	-----	-----

001042 - GENERAL FUND-ACCOUNTING DIV.

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
16801	REGULAR WAGES 4000	218420		33602	184818	16.6 15.3	16,808-	7.6-
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300							
	DISASTER RECOVERY OVER 4310							
16801	SALARIES	218420		33602	184818	16.6 15.3	16,808-	7.6-
EMPLOYEE BENEFITS								
2923	STATE RETIREMENT 4600	38010		5847	32163	16.6 15.3	2,928-	7.7-
1228	F.I.C.A. TAXES 4700	16710		2455	14255	16.6 14.6	1,980-	11.8-
3480	HOSPITALIZATION INS. 4800	46800		6960	39840	16.6 14.8	5,040-	10.7-
	UNEMPLOYMENT BENEFITS 4900	1200			1200	16.6	1,200-	100.0-
	WORKMAN'S COMPENSATION 4910	800			800	16.6	800-	100.0-
7631	EMPLOYEE BENEFITS	103520		15262	88258	16.6 14.7	11,948-	11.5-
24432	PERSONAL SERVICES	321940		48865	273075	16.6 15.1	28,750-	8.9-
OFFICE SUPPLIES								
	PAPER 5003	850			850	16.6	850-	100.0-
	PRINTED FORMS 5005	1000			1000	16.6	1,000-	100.0-
	OTHER EXPENDABLE OFF.S 5010	1600		200	1400	16.6 12.5	400-	25.0-
	MINOR OFFICE EQUIP/FUR 5020	800			800	16.6	800-	100.0-
	MICROFILM SUPPLIES 5030							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
	COMPUTER SUPPLIES 5080							
	OFFICE SUPPLIES	4250		200	4050	16.6 4.7	3,050-	71.7-
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100	500			500	16.6	500-	100.0-
	MINOR EQUIPMENT 5460							
	OTHER OPERATING MATL/S 5590							
	OPERATING SUPPLIES	500			500	16.6	500-	100.0-
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600							
	MINOR COMPUTER EQUIP. 5800	1000			1000	16.6	1,000-	100.0-
	OTHER REPAIR/MAINT. SP 5990							
	REPAIR & MAINTENANCE	1000			1000	16.6	1,000-	100.0-
	SUPPLIES AND EXPENSES	5750		200	5550	16.6 3.4	4,550-	79.1-

PROFESSIONAL SERVICES						
CONSULTANT SERV/SURVEY 6020						
DATA PROCESSING 6035						
MICROFILM PROCESSING 6037						
OTHER PROFESSIONAL SER 6049	500			500	16.6	500- 100.0-
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PROFESSIONAL SERVICE	500			500	16.6	500- 100.0-
COMMUNICATIONS						
TELEPHONE AND TELEGRAP 6060						
POSTAGE 6070						
-----	-----	-----	-----	-----	-----	-----
COMMUNICATIONS						
TRANSPORTATION						
TRAVEL EXPENSE 6110						
FREIGHT 6120						
MESSENGER/EXPRESS SERV 6130	130			130	16.6	130- 100.0-
-----	-----	-----	-----	-----	-----	-----
TRANSPORTATION	130			130	16.6	130- 100.0-
ADVERTISING						
ADVERTISING 6150						
-----	-----	-----	-----	-----	-----	-----
ADVERTISING						
PRINTING AND BINDING						
PRINTING 6200	500			500	16.6	500- 100.0-
BINDING 6205						
-----	-----	-----	-----	-----	-----	-----
PRINTING AND BINDING	500			500	16.6	500- 100.0-
INSURANCE						
SURETY AND FORGERY BON 6270						
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INSURANCE						
REPR/MAINT-OUTSIDE LABO						
BUILDING R&M 6350						
OFFICE EQUIPMENT R&M 6365						
OTHER REPAIRS AND MAIN 6399	200			200	16.6	200- 100.0-
-----	-----	-----	-----	-----	-----	-----
REPR/MAINT-OUTSIDE L	200			200	16.6	200- 100.0-
RENTALS						
OFFICE EQUIPMENT RENT 6410						
OTHER RENT 6449						
-----	-----	-----	-----	-----	-----	-----
RENTALS						
OTHER SERVICES & CHARGE						
DUES AND MEMBERSHIPS 6840						
REGISTRATION FEE/TUITI 6845	400			400	16.6	400- 100.0-
SERVICES NOT SPECIFIED 6999						
-----	-----	-----	-----	-----	-----	-----
OTHER SERVICES & CHA	400			400	16.6	400- 100.0-
-----	-----	-----	-----	-----	-----	-----
OTHER SERVICES & CHAR	1730			1730	16.6	1,730- 100.0-
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MACHINERY AND EQUIPMENT						

OFFICE FURN/EQUIP. 7325
DATA PROCESSING EQUIP. 7327
OTHER EQUIPMENT 7399

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	MACHINERY AND EQUIPM								
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	CAPITAL OUTLAY								
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24432	EXPENDITURES	329420		49065	280355	16.6	14.8	35,030-	10.6-

001045 - GENERAL FUND-PURCHASING DIV.

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
6730	REGULAR WAGES 4000	87495		13461	74034	16.6 15.3	6,729-	7.6-
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300							
	DISASTER RECOVERY OVER 4310							
6730	SALARIES	87495		13461	74034	16.6 15.3	6,729-	7.6-
EMPLOYEE BENEFITS								
1171	STATE RETIREMENT 4600	15230		2342	12888	16.6 15.3	1,178-	7.7-
493	F.I.C.A. TAXES 4700	6700		986	5714	16.6 14.7	784-	11.7-
1160	HOSPITALIZATION INS. 4800	15600		2320	13280	16.6 14.8	1,680-	10.7-
	UNEMPLOYMENT BENEFITS 4900	1000			1000	16.6	1,000-	100.0-
	WORKMAN'S COMPENSATION 4910	390			390	16.6	390-	100.0-
2824	EMPLOYEE BENEFITS	38920		5648	33272	16.6 14.5	5,032-	12.9-
9555	PERSONAL SERVICES	126415		19109	107306	16.6 15.1	11,761-	9.3-
OFFICE SUPPLIES								
	PAPER 5003	1100		380	720	16.6 34.5	1,180	107.2
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010	2000			2000	16.6	2,000-	100.0-
	MINOR OFFICE EQUIP/FUR 5020							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
	COMPUTER SUPPLIES 5080							
	OFFICE SUPPLIES	3100		380	2720	16.6 12.2	820-	26.4-
OPERATING SUPPLIES								
	MINOR EQUIPMENT 5460							
	OTHER OPERATING MATL/S 5590							
	OPERATING SUPPLIES							
	SUPPLIES AND EXPENSES	3100		380	2720	16.6 12.2	820-	26.4-
PROFESSIONAL SERVICES								
	CONSULTANT SERV/SURVEY 6020							
	DATA PROCESSING 6035							
	OTHER PROFESSIONAL SER 6049							
PROFESSIONAL SERVICE								
COMMUNICATIONS								
	TELEPHONE AND TELEGRAP 6060							

	POSTAGE	6070							
	COMMUNICATIONS								
	TRANSPORTATION								
	TRAVEL EXPENSE	6110	129		129	16.6		129-	100.0-
	FREIGHT	6120							
	MESSENGER/EXPRESS SERV	6130							
	TRANSPORTATION		129		129	16.6		129-	100.0-
	ADVERTISING								
	ADVERTISING	6150							
	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING	6200							
	BINDING	6205							
	PRINTING AND BINDING								
	INSURANCE								
	SURETY AND FORGERY BON	6270							
	INSURANCE								
199	REPR/MAINT-OUTSIDE LABO								
	OFFICE EQUIPMENT R&M	6365	2105	384	1721	16.6	18.2	199	9.4
	OTHER REPAIRS AND MAIN	6399							
199	REPR/MAINT-OUTSIDE L		2105	384	1721	16.6	18.2	199	9.4
	RENTALS								
	OFFICE EQUIPMENT RENT	6410							
	RENTALS								
	OTHER SERVICES & CHARGE								
	DUES AND MEMBERSHIPS	6840	500	70	430	16.6	14.0	80-	16.0-
	REGISTRATION FEE/TUITI	6845							
	SERVICES NOT SPECIFIED	6999							
	OTHER SERVICES & CHA		500	70	430	16.6	14.0	80-	16.0-
199	OTHER SERVICES & CHAR		2734	454	2280	16.6	16.6	10-	.3-
	BUILDING/BLD IMPROVEMEN								
	BUILDING IMPROVEMENTS	7150							
	OFFICE IMPROVEMENTS	7150 23							
	BUILDING IMPROVEMEN								
	BUILDING/BLD IMPROVE								
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327							
	OTHER EQUIPMENT	7399							

-----	MACHINERY AND EQUIPM	-----	-----	-----	-----	-----	-----	-----	-----
-----	CAPITAL OUTLAY	-----	-----	-----	-----	-----	-----	-----	-----
9753	EXPENDITURES	132249		19943	112306	16.6	15.0	12,591-	9.5-

001060 - GENERAL FUND-CITY ATTORNEY

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
5385	REGULAR WAGES 4000	70000		10769	59231	16.6 15.3	5,386-	7.6-
	OVERTIME 4300							
5385	SALARIES	70000		10769	59231	16.6 15.3	5,386-	7.6-
EMPLOYEE BENEFITS								
937	STATE RETIREMENT 4600	12180		1874	10306	16.6 15.3	936-	7.6-
412	F.I.C.A. TAXES 4700	5375		824	4551	16.6 15.3	431-	8.0-
5	HOSPITALIZATION INS. 4800	7800		10	7790	16.6 .1	7,740-	99.2-
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910	300			300	16.6	300-	100.0-
1354	EMPLOYEE BENEFITS	25655		2708	22947	16.6 10.5	9,407-	36.6-
6738	PERSONAL SERVICES	95655		13477	82178	16.6 14.0	14,793-	15.4-
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010							
	MINOR OFFICE EQUIP/FUR 5020							
	BOOKS 5070							
	OTHER OPERATING MATL/S 5590							
OFFICE SUPPLIES								
SUPPLIES AND EXPENSES								
PROFESSIONAL SERVICES								
	LEGAL 6025	5000			5000	16.6	5,000-	100.0-
	OTHER PROFESSIONAL SER 6049							
	PROFESSIONAL SERVICE	5000			5000	16.6	5,000-	100.0-
COMMUNICATIONS								
	TELEPHONE AND TELEGRAP 6060							
	POSTAGE 6070							
COMMUNICATIONS								
TRANSPORTATION								
	TRAVEL EXPENSE 6110							
TRANSPORTATION								
PRINTING AND BINDING								
	PRINTING 6200							

-----	PRINTING AND BINDING	-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHARGE							
	COURT COSTS 6710							
	DUES AND MEMBERSHIPS 6840							
	REGISTRATION FEE/TUITI 6845							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR	5000			5000	16.6	5,000-	100.0-
	MACHINERY AND EQUIPMENT							
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY							
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6738	EXPENDITURES	100655		13477	87178	16.6 13.3	19,793-	19.6-

001080 - GENERAL FUND-HUMAN RESOURCES

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN	PERCENT ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES									
10078	REGULAR WAGES 4000	131012		20156	110856	16.6	15.3	10,076-	7.6-
	DISASTER RECOVERY WAGE 4010								
	OVERTIME 4300								
	DISASTER RECOVERY OVER 4310								
10078	SALARIES	131012		20156	110856	16.6	15.3	10,076-	7.6-
EMPLOYEE BENEFITS									
1754	STATE RETIREMENT 4600	22800		3507	19293	16.6	15.3	1,758-	7.7-
760	F.I.C.A. TAXES 4700	10025		1519	8506	16.6	15.1	911-	9.0-
1740	HOSPITALIZATION INS. 4800	23400		3480	19920	16.6	14.8	2,520-	10.7-
	UNEMPLOYMENT BENEFITS 4900	1000			1000	16.6		1,000-	100.0-
	WORKMAN'S COMPENSATION 4910	575			575	16.6		575-	100.0-
4253	EMPLOYEE BENEFITS	57800		8506	49294	16.6	14.7	6,764-	11.7-
14331	PERSONAL SERVICES	188812		28662	160150	16.6	15.1	16,840-	8.9-
OFFICE SUPPLIES									
	PAPER 5003	3100			3100	16.6		3,100-	100.0-
	PRINTED FORMS 5005	1500			1500	16.6		1,500-	100.0-
	OTHER EXPENDABLE OFF.S 5010	1500	200	189	1111	16.6	12.6	366-	24.4-
	MINOR OFFICE EQUIP/FUR 5020	300			300	16.6		300-	100.0-
	SUBSCRIPTIONS,MAGS,MAP 5050	300			300	16.6		300-	100.0-
	BOOKS 5070	100			100	16.6		100-	100.0-
	COMPUTER SUPPLIES 5080	2500			2500	16.6		2,500-	100.0-
	OFFICE SUPPLIES	9300	200	189	8911	16.6	2.0	8,166-	87.8-
OPERATING SUPPLIES									
	MINOR EQUIPMENT 5460	300			300	16.6		300-	100.0-
	OTHER OPERATING MATL/S 5590								
	OPERATING SUPPLIES	300			300	16.6		300-	100.0-
	SUPPLIES AND EXPENSES	9600	200	189	9211	16.6	1.9	8,466-	88.1-
PROFESSIONAL SERVICES									
	CONSULTANT SERV/SURVEY 6020								
	OTHER PROFESSIONAL SER 6049								
PROFESSIONAL SERVICE									
COMMUNICATIONS									
	TELEPHONE AND TELEGRAP 6060								
	POSTAGE 6070	50			50	16.6		50-	100.0-

-----	COMMUNICATIONS	50	-----	-----	50	16.6	-----	50- 100.0-
	TRANSPORTATION							
	TRAVEL EXPENSE 6110							
	FREIGHT 6120	100			100	16.6		100- 100.0-
	MESSENGER/EXPRESS SERV 6130							
-----	TRANSPORTATION	100	-----	-----	100	16.6	-----	100- 100.0-
	ADVERTISING							
	ADVERTISING 6150							
-----	ADVERTISING		-----	-----			-----	-----
	PRINTING AND BINDING							
	PRINTING 6200	200			200	16.6		200- 100.0-
	BINDING 6205							
-----	PRINTING AND BINDING	200	-----	-----	200	16.6	-----	200- 100.0-
	INSURANCE							
	SURETY AND FORGERY BON 6270							
-----	INSURANCE		-----	-----			-----	-----
	REPR/MAINT-OUTSIDE LABO							
	BUILDING R&M 6350							
337	OFFICE EQUIPMENT R&M 6365	5500		699	4801	16.6 12.7		1,306- 23.7-
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337	REPR/MAINT-OUTSIDE L	5500		699	4801	16.6 12.7		1,306- 23.7-
	OTHER SERVICES & CHARGE							
	DUES AND MEMBERSHIPS 6840	250			250	16.6		250- 100.0-
	REGISTRATION FEE/TUITI 6845							
	SERVICES NOT SPECIFIED 6999							
-----	OTHER SERVICES & CHA	250	-----	-----	250	16.6	-----	250- 100.0-
-----		-----	-----	-----	-----	-----	-----	-----
337	OTHER SERVICES & CHAR	6100		699	5401	16.6 11.4		1,906- 31.2-
	MACHINERY AND EQUIPMENT							
	OFFICE FURN/EQUIP. 7325							
	DATA PROCESSING EQUIP. 7327							
-----	MACHINERY AND EQUIPM		-----	-----			-----	-----
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-----	CAPITAL OUTLAY		-----	-----			-----	-----
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14668	EXPENDITURES	204512	200	29550	174762	16.6 14.4		27,212- 13.3-

001081 - GENERAL FUND-LOSS CONTROL

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
3770	REGULAR WAGES 4000	49005		7539	41466	16.6 15.3	3,771-	7.6-
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300							
	DISASTER RECOVERY OVER 4310							
3770	SALARIES	49005		7539	41466	16.6 15.3	3,771-	7.6-
EMPLOYEE BENEFITS								
656	STATE RETIREMENT 4600	8530		1312	7218	16.6 15.3	658-	7.7-
267	F.I.C.A. TAXES 4700	3750		534	3216	16.6 14.2	546-	14.5-
580	HOSPITALIZATION INS. 4800	7800		1160	6640	16.6 14.8	840-	10.7-
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910	980			980	16.6	980-	100.0-
1503	EMPLOYEE BENEFITS	21060		3005	18055	16.6 14.2	3,030-	14.3-
5272	PERSONAL SERVICES	70065		10545	59520	16.6 15.0	6,795-	9.6-
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005	300			300	16.6	300-	100.0-
33	OTHER EXPENDABLE OFF.S 5010	1200		33	1167	16.6 2.7	1,002-	83.5-
	MINOR OFFICE EQUIP/FUR 5020	300			300	16.6	300-	100.0-
	PHOTO SUPPLIES 5040	100			100	16.6	100-	100.0-
	SUBSCRIPTIONS,MAGS,MAP 5050	350			350	16.6	350-	100.0-
	BOOKS 5070							
	COMPUTER SUPPLIES 5080							
33	OFFICE SUPPLIES	2250		33	2217	16.6 1.4	2,052-	91.2-
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100							
	HOUSEHOLD SUPPLIES 5110							
	MEDICAL SUPPLIES 5120	150			150	16.6	150-	100.0-
226	GAS AND OIL 5250	2000		381	1619	16.6 19.0	286	14.3
	LUBRICANTS 5255							
	WEARING APPAREL 5355	300			300	16.6	300-	100.0-
	MINOR EQUIPMENT 5460	1000			1000	16.6	1,000-	100.0-
	OTHER OPERATING MATL/S 5590							
226	OPERATING SUPPLIES	3450		381	3069	16.6 11.0	1,164-	33.7-
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600							
	MTR VEHICLE REP. PTS/S 5700	1000			1000	16.6	1,000-	100.0-
	COMMUNICATION REPAIR P 5750	200			200	16.6	200-	100.0-

OTHER REPAIR/MAINT. SP 5990									
-----	REPAIR & MAINTENANCE	1200	-----	-----	1200	16.6	-----	1,200-	100.0-
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259	SUPPLIES AND EXPENSES	6900		414	6486	16.6	6.0	4,416-	64.0-

	COMMUNICATIONS								
96	TELEPHONE AND TELEGRAP 6060	1400		193	1207	16.6	13.7	242-	17.2-
	POSTAGE 6070								
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96	COMMUNICATIONS	1400		193	1207	16.6	13.7	242-	17.2-
	TRANSPORTATION								
	TRAVEL EXPENSE 6110								
	FREIGHT 6120								
	MESSENGER/EXPRESS SERV 6130								
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	TRANSPORTATION								
	ADVERTISING								
	ADVERTISING 6150								
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	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING 6200								
	FILM PROCESSING 6240								
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	PRINTING AND BINDING								
	INSURANCE								
	AUTOMOBILE INSURANCE 6265								
	SURETY AND FORGERY BON 6270								
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	INSURANCE								
	REPR/MAINT-OUTSIDE LABO								
	OFFICE EQUIPMENT R&M 6365								
	HOUSEHOLD EQUIPMENT R& 6370								
	MOTOR VEHICLE EQ. R&M 6384	800			800	16.6		800-	100.0-
	COMMUNICATION EQ. R&M 6390								
	CLEANING AND PAINTING 6392								
	OTHER REPAIRS AND MAIN 6399	1800			1800	16.6		1,800-	100.0-
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	REPR/MAINT-OUTSIDE L	2600			2600	16.6		2,600-	100.0-
	RENTALS								
	OTHER RENT 6449								
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	RENTALS								
	OTHER SERVICES & CHARGE								
	DUES AND MEMBERSHIPS 6840								
	REGISTRATION FEE/TUITI 6845								
	SERVICES NOT SPECIFIED 6999								
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	OTHER SERVICES & CHA								
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96	OTHER SERVICES & CHAR	4000		193	3807	16.6	4.8	2,842-	71.0-

	MACHINERY AND EQUIPMENT							
	OFFICE FURN/EQUIP.	7325						
	DATA PROCESSING EQUIP.	7327						
	COMMUNICATION EQUIPMEN	7355						
	OTHER EQUIPMENT	7399						
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	MACHINERY AND EQUIPM							
	VEHICLES							
	AUTOMOBILES	7400						
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	VEHICLES							
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	CAPITAL OUTLAY							
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5628	EXPENDITURES		80965		11151	69814	16.6 13.7	14,059- 17.3-

001090 - GENERAL FUND-URBAN DEVELOPMT

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
38410	REGULAR WAGES 4000	499332		76821	422511	16.6 15.3	38,406-	7.6-
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300	1000			1000	16.6	1,000-	100.0-
	DISASTER RECOVERY OVER 4310							
38410	SALARIES	500332		76821	423511	16.6 15.3	39,406-	7.8-
EMPLOYEE BENEFITS								
6683	STATE RETIREMENT 4600	87060		13367	73693	16.6 15.3	6,858-	7.8-
2777	F.I.C.A. TAXES 4700	38280		5554	32726	16.6 14.5	4,956-	12.9-
6960	HOSPITALIZATION INS. 4800	93600		13920	79680	16.6 14.8	10,080-	10.7-
	UNEMPLOYMENT BENEFITS 4900	1000			1000	16.6	1,000-	100.0-
	WORKMAN'S COMPENSATION 4910	4200			4200	16.6	4,200-	100.0-
16420	EMPLOYEE BENEFITS	224140		32840	191300	16.6 14.6	27,100-	12.0-
54830	PERSONAL SERVICES	724472		109661	614811	16.6 15.1	66,506-	9.1-
OFFICE SUPPLIES								
93	PAPER 5003	750		93	657	16.6 12.4	192-	25.6-
	PRINTED FORMS 5005							
410	OTHER EXPENDABLE OFF.S 5010	3400		528	2872	16.6 15.5	232-	6.8-
11	N.I.P. SUPPLIES 5011	13200		196	13004	16.6 1.4	12,024-	91.0-
	CITIZENS CORPS GRANT S 5012							
	MIDTOWN STUDY GRANT SU 5013							
	NLC HEALTH OUTREACH SU 5014							
	DOLLARWISE GRANT/CONF 5015							
	MAYORAL HEALTH COUNCIL 5016	500			500	16.6	500-	100.0-
	DISABILITY AWARENESS D 5017	500			500	16.6	500-	100.0-
25	MINOR OFFICE EQUIP/FUR 5020	1500		116	1384	16.6 7.7	804-	53.6-
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070	300			300	16.6	300-	100.0-
	COMPUTER SUPPLIES 5080	2200		200	2000	16.6 9.0	1,000-	45.4-
538	OFFICE SUPPLIES	22350		1133	21217	16.6 5.0	15,552-	69.5-
OPERATING SUPPLIES								
	FOOD 5115	200			200	16.6	200-	100.0-
280	GAS AND OIL 5250	3000		578	2422	16.6 19.2	468	15.6
	LUBRICANTS 5255							
	WEARING APPAREL 5355	300			300	16.6	300-	100.0-
	MINOR EQUIPMENT 5460	100			100	16.6	100-	100.0-
	OTHER OPERATING MATL/S 5590	400			400	16.6	400-	100.0-

	INSURANCE								
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M	6350							
	OFFICE EQUIPMENT R&M	6365							
	MOTOR VEHICLE EQ. R&M	6384	2700		420	2280	16.6	15.5	180- 6.6-
	SIGN PAINTING	6396							
	OTHER REPAIRS AND MAIN	6399	250			250	16.6		250- 100.0-
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	REPR/MAINT-OUTSIDE L		2950		420	2530	16.6	14.2	430- 14.5-
	RENTALS								
580	OFFICE EQUIPMENT RENT	6410	6500		949	5551	16.6	14.6	806- 12.4-
	OTHER RENT	6449							
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580	RENTALS		6500		949	5551	16.6	14.6	806- 12.4-
	OTHER SERVICES & CHARGE								
	EXHIBITIONS & PROMOTIO	6500							
727	DUES AND MEMBERSHIPS	6840	2000		727	1273	16.6	36.3	2,362 118.1
	REGISTRATION FEE/TUITI	6845	4500		650	3850	16.6	14.4	600- 13.3-
	SERVICES NOT SPECIFIED	6999							
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727	OTHER SERVICES & CHA		6500		1377	5123	16.6	21.1	1,762 27.1
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9600	OTHER SERVICES & CHAR		138775	53,899	13401	71475	16.6	9.6	58,369- 42.0-
	LAND								
	LAND	7000							
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	LAND								
	MACHINERY AND EQUIPMENT								
	PHOTOGRAPHIC EQUIP.	7308							
	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327							
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	MACHINERY AND EQUIPM								
	VEHICLES								
	AUTOMOBILES	7400							
	PICK UP TRUCKS	7420							
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	VEHICLES								
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	CAPITAL OUTLAY								
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65295	EXPENDITURES		892397	53,899	124818	713680	16.6	13.9	143,489- 16.0-

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
16500	REGULAR WAGES 4000	217500		33000	184500	16.6 15.1	19,500-	8.9-
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300							
	DISASTER RECOVERY OVER 4310							
16500	SALARIES	217500		33000	184500	16.6 15.1	19,500-	8.9-
EMPLOYEE BENEFITS								
2871	STATE RETIREMENT 4600	37855		5742	32113	16.6 15.1	3,403-	8.9-
1199	F.I.C.A. TAXES 4700	16640		2397	14243	16.6 14.4	2,258-	13.5-
2320	HOSPITALIZATION INS. 4800	31200		4640	26560	16.6 14.8	3,360-	10.7-
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910	1080			1080	16.6	1,080-	100.0-
6390	EMPLOYEE BENEFITS	86775		12779	73996	16.6 14.7	10,101-	11.6-
22890	PERSONAL SERVICES	304275		45779	258496	16.6 15.0	29,601-	9.7-
OFFICE SUPPLIES								
	PAPER 5003	1500			1500	16.6	1,500-	100.0-
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010	1000			1000	16.6	1,000-	100.0-
	MINOR OFFICE EQUIP/FUR 5020							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
2369	COMPUTER SUPPLIES 5080	48000		2376	45624	16.6 4.9	33,744-	70.3-
	COMPUTR SUP-PURCHASE C 5081							
2369	OFFICE SUPPLIES	50500		2376	48124	16.6 4.7	36,244-	71.7-
OPERATING SUPPLIES								
36	GAS AND OIL 5250	800		36	764	16.6 4.5	584-	73.0-
	UNIFORMS, BADGES, ETC. 5350							
	MINOR EQUIPMENT 5460	1000		351	649	16.6 35.1	1,106	110.6
	OTHER OPERATING MATL/S 5590							
36	OPERATING SUPPLIES	1800		387	1413	16.6 21.5	522	29.0
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600							
	MTR VEHICLE REP. PTS/S 5700	400			400	16.6	400-	100.0-
	MINOR COMPUTER EQUIP. 5800	1425		13	1412	16.6 .9	1,347-	94.5-
	REPAIR & MAINTENANCE	1825		13	1812	16.6 .7	1,747-	95.7-
2404	SUPPLIES AND EXPENSES	54125		2776	51349	16.6 5.1	37,469-	69.2-

	PROFESSIONAL SERVICES								
4998	DATA PROCESSING	6035	35000		5898	29102	16.6	16.8	388 1.1
2295	OTHER PROFESSIONAL SER	6049	3000		2435	565	16.6	81.1	11,610 387.0
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7293	PROFESSIONAL SERVICE		38000		8333	29667	16.6	21.9	11,998 31.5
	COMMUNICATIONS								
160	TELEPHONE AND TELEGRAP	6060	5040		319	4721	16.6	6.3	3,126- 62.0-
16911	NETWORK	6068	212960		33822	179138	16.6	15.8	10,028- 4.7-
	NETWORK WIRELESS	6069	26000			26000	16.6		26,000- 100.0-
	POSTAGE	6070							
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17070	COMMUNICATIONS		244000		34141	209859	16.6	13.9	39,154- 16.0-
	TRANSPORTATION								
	TRAVEL EXPENSE	6110							
	FREIGHT	6120	130			130	16.6		130- 100.0-
	MESSENGER/EXPRESS SERV	6130							
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	TRANSPORTATION		130			130	16.6		130- 100.0-
	ADVERTISING								
	ADVERTISING	6150							
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	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING	6200							
	BINDING	6205							
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	PRINTING AND BINDING								
	INSURANCE								
	PUBLIC LIAB/PROPERTY D	6255							
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	INSURANCE								
	REPR/MAINT-OUTSIDE LABO								
	ELECTRICAL R&M	6355							
16341	OFFICE EQUIPMENT R&M	6365	307715	4,192	45297	258226	16.6	14.7	35,933- 11.6-
	MOTOR VEHICLE EQ. R&M	6384	100			100	16.6		100- 100.0-
	TOW IN CHARGES	6398							
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16341	REPR/MAINT-OUTSIDE L		307815	4,192	45297	258326	16.6	14.7	36,033- 11.7-
	RENTALS								
	OFFICE EQUIPMENT RENT	6410							
	OTHER RENT	6449							
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	RENTALS								
	OTHER SERVICES & CHARGE								
	DUES AND MEMBERSHIPS	6840							
	REGISTRATION FEE/TUITI	6845							
	SERVICES NOT SPECIFIED	6999							
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	OTHER SERVICES & CHA								
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40704	OTHER SERVICES & CHAR		589945	4,192	87771	497982	16.6	14.8	63,319- 10.7-

	MACHINERY AND EQUIPMENT							
	OFFICE FURN/EQUIP. 7325							
	DATA PROCESSING EQUIP. 7327	91882			91882	16.6		91,882- 100.0-
	FINANCIAL SOFTWARE 7328	151821			151821	16.6		151,821- 100.0-
	DOM PREP GRANT 06HS205 7332							
	PUBLIC SAFETY SOFTWARE 7333							
	COMMUNICATION EQUIPMEN 7355							
	OTHER EQUIPMENT 7399							
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	MACHINERY AND EQUIPM	243703			243703	16.6		243,703- 100.0-
	VEHICLES							
	AUTOMOBILES 7400							
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	VEHICLES							
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	CAPITAL OUTLAY	243703			243703	16.6		243,703- 100.0-
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65998	EXPENDITURES	1192048	4,192	136326	1051531	16.6	11.4	374,092- 31.3-

001092 - GENERAL FUND-GEN.GOV.T.BLDG

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
	REGULAR WAGES 4000							
	OVERTIME 4300							
SALARIES								
EMPLOYEE BENEFITS								
	STATE RETIREMENT 4600							
	F.I.C.A. TAXES 4700							
	HOSPITALIZATION INS. 4800							
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910							
EMPLOYEE BENEFITS								
PERSONAL SERVICES								
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010							
OFFICE SUPPLIES								
214	OPERATING SUPPLIES	4000	186	795	3019	16.6 19.8	770	19.2
	CLEANING/JANITORIAL SP 5100							
	HOUSEHOLD SUPPLIES 5110							
	FOOD 5115							
	MEDICAL SUPPLIES 5120							
	CHEMICALS 5130	800		583	217	16.6 72.8	2,698	337.2
	DIESEL FUEL 5257							
886	HORT./LANDSCAPING SPLY 5440	2740	368	886	1486	16.6 32.3	2,576	94.0
	HAND TOOLS 5450							
	MINOR EQUIPMENT 5460	2560			2560	16.6	2,560-	100.0-
	OTHER OPERATING MATL/S 5590							
1100	OPERATING SUPPLIES	10100	554	2265	7281	16.6 22.4	3,490	34.5
REPAIR & MAINTENANCE SP								
227	BUILDING MATERIALS & S 5600	4000		227	3773	16.6 5.6	2,638-	65.9-
45	ELECTRICAL SUPPLIES 5605	2000		45	1955	16.6 2.2	1,730-	86.5-
82	PLUMBING SUPPLIES 5610	1000		82	918	16.6 8.2	508-	50.8-
	PAINT AND PAINTING SPL 5650	4500			4500	16.6	4,500-	100.0-
	OTHER REPAIR/MAINT. SP 5990							
355	REPAIR & MAINTENANCE	11500		355	11145	16.6 3.0	9,370-	81.4-

1455	SUPPLIES AND EXPENSES	21600	554	2619	18427	16.6	12.1	5,886-	27.2-
	PROFESSIONAL SERVICES								
	BUILDING SECURITY 6021	2000		1440	560	16.6	72.0	6,640	332.0
	OTHER PROFESSIONAL SER 6049	12900		718	12182	16.6	5.5	8,592-	66.6-
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	PROFESSIONAL SERVICE	14900		2158	12742	16.6	14.4	1,952-	13.1-
	COMMUNICATIONS								
	TELEPHONE AND TELEGRAP 6060								
	TELEPHONE-EATON SCHOOL 6060 GRANT								
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	COMMUNICATIONS								
	TRANSPORTATION								
	FREIGHT 6120								
	MESSENGER/EXPRESS SERV 6130								
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	TRANSPORTATION								
	INSURANCE								
	PUBLIC LIAB/PROPERTY D 6255								
	BOILER MACHINERY 6260								
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	INSURANCE								
	UTILITIES								
308	GAS 6300	3200		450	2750	16.6	14.0	500-	15.6-
	GAS-TRAIN DEPOT 6300 DEPOT								
	GAS-EATON SCHOOL 6300 GRANT								
5824	ELECTRICITY 6305	65000		13377	51623	16.6	20.5	15,262	23.4
	ELECTRICITY-EMP MED CL 6305 CLINIC								
	ELECTRICITY-TRAIN DEPO 6305 DEPOT								
	ELECTRICITY-EATON SCHO 6305 GRANT								
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6133	UTILITIES	68200		13827	54373	16.6	20.2	14,762	21.6
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M 6350	60000			60000	16.6		60,000-	100.0-
	ELECTRICAL R&M 6355	1000			1000	16.6		1,000-	100.0-
	PLUMBING EQUIPMENT R&M 6357								
1564	HOUSEHOLD EQUIPMENT R& 6370	7000	300	1564	5136	16.6	22.3	2,384	34.0
500	FIXED EQUIPMENT R&M 6380	5000	802	1929	2269	16.6	38.5	6,574	131.4
	MINOR EQUIPMENT R&M 6382								
	CLEANING AND PAINTING 6392	3000			3000	16.6		3,000-	100.0-
	EXTERMINATION-DEPOT 6393								
90	DISINFECT./EXTERMINATI 6394	1000		203	797	16.6	20.3	218	21.8
	OTHER REPAIRS AND MAIN 6399								
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2154	REPR/MAINT-OUTSIDE L	77000	1,102	3696	72202	16.6	4.8	54,824-	71.2-
	RENTALS								
	MOP-MAT-RAG RENT 6435								
1100	OTHER RENT 6449	12000		2200	9800	16.6	18.3	1,200	10.0
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1100	RENTALS	12000		2200	9800	16.6	18.3	1,200	10.0
	OTHER SERVICES & CHARGE								
	CUSTODIAL SERVICE 6870								

-----	OTHER SERVICES & CHA	-----	-----	-----	-----	-----	-----	-----
-----	9386 OTHER SERVICES & CHAR	-----	-----	-----	-----	-----	-----	-----
		172100	1,102	21881	149118	16.6 12.7	40,814-	23.7-
-----	LAND	-----	-----	-----	-----	-----	-----	-----
	LAND 7000							
-----	LAND	-----	-----	-----	-----	-----	-----	-----
	BUILDING/BLD IMPROVEMEN							
	BUILDINGS 7100							
	FIRST BAPTIST CHURCH 7100 13							
	PINE ST CHURCH BUILDI 7100 26							
	RENOV OLD FED BLD-MUN 7150 42							
-----	BUILDINGS	-----	-----	-----	-----	-----	-----	-----
-----	BUILDING/BLD IMPROVE	-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER THAN							
	LANDSCAPING 7250							
	OTHER IMPROVEMENTS 7295							
-----	IMPROVEMENT OTHER TH	-----	-----	-----	-----	-----	-----	-----
	MACHINERY AND EQUIPMENT							
	HOUSEHOLD FURN/EQUIP. 7320	1899		1899		16.6 100.0	9,495	500.0
	OTHER EQUIPMENT 7399							
-----	MACHINERY AND EQUIPM	-----	-----	-----	-----	-----	-----	-----
		1899		1899		16.6 100.0	9,495	500.0
-----	CAPITAL OUTLAY	-----	-----	-----	-----	-----	-----	-----
		1899		1899		16.6 100.0	9,495	500.0
-----	EXPENDITURES	-----	-----	-----	-----	-----	-----	-----
10841		195599	1,656	26399	167544	16.6 13.4	37,205-	19.0-

001093 - GENERAL FD-INTERMODAL FAC O&M

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
	REGULAR WAGES	4000						
	OVERTIME	4300						
SALARIES								
EMPLOYEE BENEFITS								
	STATE RETIREMENT	4600						
	F.I.C.A. TAXES	4700						
	HOSPITALIZATION INS.	4800						
	UNEMPLOYMENT BENEFITS	4900						
	WORKMAN'S COMPENSATION	4910						
EMPLOYEE BENEFITS								
PERSONAL SERVICES								
OFFICE SUPPLIES								
	PAPER	5003						
	PRINTED FORMS	5005						
	OTHER EXPENDABLE OFF.S	5010						
	MINOR OFFICE EQUIP/FUR	5020						
	SUBSCRIPTIONS,MAGS,MAP	5050						
	BOOKS	5070						
	COMPUTER SUPPLIES	5080						
OFFICE SUPPLIES								
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP	5100	3200	902	2298	16.6	3,200-	100.0-
	GAS AND OIL	5250						
	LUBRICANTS	5255						
193	HORT./LANDSCAPING SPLY	5440	1000	36	193	16.6	158	15.8
	MINOR EQUIPMENT	5460	1000		1000	16.6	1,000-	100.0-
	OTHER OPERATING MATL/S	5590	1500		1500	16.6	1,500-	100.0-
193	OPERATING SUPPLIES		6700	938	193	16.6	5,542-	82.7-
REPAIR & MAINTENANCE SP								
916	BUILDING MATERIALS & S	5600	5000		1847	16.6	6,082	121.6
	ELECTRICAL SUPPLIES	5605	1500	495	1005	16.6	1,500-	100.0-
	PLUMBING SUPPLIES	5610	500		500	16.6	500-	100.0-
	PAINT AND PAINTING SPL	5650						
	MTR VEHICLE REP. PTS/S	5700						
	AGRICLTRL REPAIR PTS/S	5755						
	OTHER REPAIR/MAINT. SP	5990	1000		1000	16.6	1,000-	100.0-

916	REPAIR & MAINTENANCE	8000	495	1847	5658	16.6	23.0	3,082	38.5
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1109	SUPPLIES AND EXPENSES	14700	1,433	2040	11227	16.6	13.8	2,460-	16.7-
	PROFESSIONAL SERVICES								
	BUILDING SECURITY 6021								
	OTHER PROFESSIONAL SER 6049								
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	PROFESSIONAL SERVICE								
	COMMUNICATIONS								
	TELEPHONE AND TELEGRAP 6060								
	POSTAGE 6070								
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	COMMUNICATIONS								
	TRANSPORTATION								
	TRAVEL EXPENSE 6110								
	FREIGHT 6120								
	MESSENGER/EXPRESS SERV 6130								
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	TRANSPORTATION								
	ADVERTISING								
	ADVERTISING 6150	1000			1000	16.6		1,000-	100.0-
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	ADVERTISING	1000			1000	16.6		1,000-	100.0-
	PRINTING AND BINDING								
	PRINTING 6200								
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	PRINTING AND BINDING								
	INSURANCE								
	AUTOMOBILE INSURANCE 6265								
	SURETY AND FORGERY BON 6270								
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	INSURANCE								
	UTILITIES								
	GAS 6300								
2896	ELECTRICITY 6305	37000		6250	30750	16.6	16.8	500	1.3
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2896	UTILITIES	37000		6250	30750	16.6	16.8	500	1.3
	REPR/MAINT-OUTSIDE LABO								
4100	BUILDING R&M 6350	48388	24,288	4100	20000	16.6	8.4	23,788-	49.1-
	ELECTRICAL R&M 6355	1000			1000	16.6		1,000-	100.0-
	PLUMBING EQUIPMENT R&M 6357	500			500	16.6		500-	100.0-
	OFFICE EQUIPMENT R&M 6365								
	MOTOR VEHICLE EQ. R&M 6384								
	DISINFECT./EXTERMINATI 6394	1200		950	250	16.6	79.1	4,500	375.0
	SIGN PAINTING 6396								
	OTHER REPAIRS AND MAIN 6399	27950	11,200	340	16410	16.6	1.2	25,910-	92.7-
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4100	REPR/MAINT-OUTSIDE L	79038	35,488	5390	38160	16.6	6.8	46,698-	59.0-
	RENTALS								
	UNIFORM RENT 6430	400			400	16.6		400-	100.0-
	OTHER RENT 6449								

-----	RENTALS	-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHARGE	400			400	16.6		400- 100.0-
	EXHIBITIONS & PROMOTIO 6500							
	DUES AND MEMBERSHIPS 6840							
	REGISTRATION FEE/TUITI 6845							
	CUSTODIAL SERVICE 6870							
	SERVICES NOT SPECIFIED 6999							
-----	OTHER SERVICES & CHA	-----	-----	-----	-----	-----	-----	-----
-----	OTHER SERVICES & CHAR	-----	-----	-----	-----	-----	-----	-----
6996		117438	35,488	11640	70310	16.6	9.9	47,598- 40.5-
	MACHINERY AND EQUIPMENT							
	OFFICE FURN/EQUIP. 7325							
	DATA PROCESSING EQUIP. 7327							
	OTHER EQUIPMENT 7399							
-----	MACHINERY AND EQUIPM	-----	-----	-----	-----	-----	-----	-----
-----	CAPITAL OUTLAY	-----	-----	-----	-----	-----	-----	-----
-----	EXPENDITURES	-----	-----	-----	-----	-----	-----	-----
8104		132138	36,921	13680	81537	16.6	10.3	50,058- 37.8-

37	LEGAL	6025							
	OTHER PROFESSIONAL SER	6049	3500		74	3426	16.6	2.1	3,056- 87.3-
37	PROFESSIONAL SERVICE		289840	167,340	74	122426	16.6		289,396- 99.8-
	COMMUNICATIONS								
	TELEPHONE AND TELEGRAP	6060							
	POSTAGE	6070							
	COMMUNICATIONS								
1537	TRANSPORTATION								
	TRAVEL EXPENSE	6110	10000	432	1912	7656	16.6	19.1	1,472 14.7
	FREIGHT	6120							
	MESSENGER/EXPRESS SERV	6130	500			500	16.6		500- 100.0-
1537	TRANSPORTATION		10500	432	1912	8156	16.6	18.2	972 9.2
	ADVERTISING								
	ADVERTISING	6150	2500		69	2431	16.6	2.7	2,086- 83.4-
	ADVERTISING		2500		69	2431	16.6	2.7	2,086- 83.4-
	PRINTING AND BINDING								
	PRINTING	6200	700			700	16.6		700- 100.0-
	BLUELINES	6210							
	FILM PROCESSING	6240							
	PRINTING AND BINDING		700			700	16.6		700- 100.0-
	REPR/MAINT-OUTSIDE LABO								
	OFFICE EQUIPMENT R&M	6365	5000		312	4688	16.6	6.2	3,128- 62.5-
	MOTOR VEHICLE EQ. R&M	6384	500			500	16.6		500- 100.0-
	REPR/MAINT-OUTSIDE L		5500		312	5188	16.6	5.6	3,628- 65.9-
	OTHER SERVICES & CHARGE								
	EXHIBITIONS & PROMOTIO	6500							
	TRAIN DAY EVENT	6500 01	2500			2500	16.6		2,500- 100.0-
	EXHIBITIONS & PROMO		2500			2500	16.6		2,500- 100.0-
	DUES AND MEMBERSHIPS	6840	1000			1000	16.6		1,000- 100.0-
	REGISTRATION FEE/TUITI	6845	1500		1300	200	16.6	86.6	6,300 420.0
	SERVICES NOT SPECIFIED	6999	500			500	16.6		500- 100.0-
	OTHER SERVICES & CHA		5500		1300	4200	16.6	23.6	2,300 41.8
1574	OTHER SERVICES & CHAR		314540	167,772	3667	143101	16.6	1.1	292,538- 93.0-
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327							
	OTHER EQUIPMENT	7399							
	MACHINERY AND EQUIPM								
	VEHICLES								
	AUTOMOBILES	7400							

-----	VEHICLES	-----	-----	-----	-----	-----	-----	-----	-----
-----	CAPITAL OUTLAY	-----	-----	-----	-----	-----	-----	-----	-----
19241	EXPENDITURES	568821	168,033	39001	361787	16.6	6.8	334,815-	58.8-

001095 - GENERAL FUND-G/G INS.OTH SER

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
REGULAR WAGES	4000							
OVERTIME	4300							
SALARIES								
EMPLOYEE BENEFITS								
STATE RETIREMENT	4600							
F.I.C.A. TAXES	4700							
HOSPITALIZATION INS.	4800							
UNEMPLOYMENT BENEFITS	4900							
WORKMAN'S COMPENSATION	4910							
EMPLOYEE BENEFITS								
PERSONAL SERVICES								
OFFICE SUPPLIES								
PAPER	5003	500	129		371	16.6	500-	100.0-
PRINTED FORMS	5005							
OFFICE SUPPLIES								
		500	129		371	16.6	500-	100.0-
OPERATING SUPPLIES								
FOOD	5115							
DIESEL FUEL	5257							
WEARING APPAREL	5355							
OTHER OPERATING MATL/S	5590	500			500	16.6	500-	100.0-
UNALLOC. PETROLEUM PRO	5599							
OPERATING SUPPLIES								
		500			500	16.6	500-	100.0-
REPAIR & MAINTENANCE SP								
OTHER REPAIR/MAINT. SP	5990							
REPAIR & MAINTENANCE								
SUPPLIES AND EXPENSES								
		1000	129		871	16.6	1,000-	100.0-
PROFESSIONAL SERVICES								
AUDITING AND ACCOUNTIN	6010							
TITLE OPINIONS	6016							
APPRAISAL	6017							
CONSULTANT SERV/SURVEY	6020							
CONSULTANT-TWIN FORKS	6020 01							
CONSULTANT-GORDONS CRK	6020 05							
59544 LEGAL	6025	550000		100227	449773	16.6 18.2	51,362	9.3

5161	CAFE PLAN-ADMIN.COSTS	6026							
30231	MEDICAL	6027	30000		7044	22956	16.6	23.4	12,264 40.8
	MEDICAL ANALYSIS-EMP C	6027 01	384000		92673	291327	16.6	24.1	172,038 44.8
	UNALLOC.WELLNESS/HOSP.	6028							
	IN-SERVICE TRAINING	6029							
	ENTERTAINMENT	6033							
	DATA PROCESSING	6035							
	EMER.SHELTER/MDA GRANT	6040							
	I.P.-HYBERPLASTIC/MDA	6041							
	COPS-SECURE SCHLS/OJP	6042							
	NLC FINANCIAL INITIATI	6043							
	CONTRIB FUNDED EVENTS	6046							
	COMMUNITY CONVERSATIO	6046 01							
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	CONTRIB FUNDED EVEN								
	OTHER PROFESSIONAL SER	6049	100000	1,600	3925	94475	16.6	3.9	76,450- 76.4-
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94936	PROFESSIONAL SERVICE		1064000	1,600	203870	858530	16.6	19.1	159,220 14.9
	COMMUNICATIONS								
11632	TELEPHONE AND TELEGRAP	6060	135000		22389	112611	16.6	16.5	666- .4-
	TELEPHONE RENT	6065							
	NETWORK	6068							
	POSTAGE	6070	42000		10880	31120	16.6	25.9	23,280 55.4
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11632	COMMUNICATIONS		177000		33270	143730	16.6	18.7	22,620 12.7
	TRANSPORTATION								
	TRAVEL EXPENSE	6110	6800			6800	16.6		6,800- 100.0-
	MESSENGER/EXPRESS SERV	6130							
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	TRANSPORTATION		6800			6800	16.6		6,800- 100.0-
	ADVERTISING								
	UNALLOCATED ADVERTISIN	6155	17000			17000	16.6		17,000- 100.0-
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	ADVERTISING		17000			17000	16.6		17,000- 100.0-
	PRINTING AND BINDING								
	PRINTING	6200	3000			3000	16.6		3,000- 100.0-
	BINDING	6205							
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	PRINTING AND BINDING		3000			3000	16.6		3,000- 100.0-
	INSURANCE								
	FIRE & EXTENDED COVERA	6250	259000			259000	16.6		259,000- 100.0-
	PUBLIC LIAB/PROPERTY D	6255	525000		1165	523835	16.6	.2	518,010- 98.6-
	BOILER MACHINERY	6260	10000			10000	16.6		10,000- 100.0-
	SURETY AND FORGERY BON	6270	10000			10000	16.6		10,000- 100.0-
	OTHER INSURANCE	6299	8000		1081	6919	16.6	13.5	1,514- 18.9-
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	INSURANCE		812000		2246	809754	16.6	.2	798,524- 98.3-
	REPR/MAINT-OUTSIDE LABO								
	OFFICE EQUIPMENT R&M	6365	10000			10000	16.6		10,000- 100.0-
	MOTOR VEHICLE EQ. R&M	6384							
	COMMUNICATION EQ. R&M	6390							
	OTHER REPAIRS AND MAIN	6399							

OTHER REPAIRS AND MAIN 6399 FBC									
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	REPR/MAINT-OUTSIDE L	10000			10000	16.6		10,000-	100.0-
	OTHER SERVICES & CHARGE								
	SETTLEMT OF DAMAGE CLA 6700	10000			10000	16.6		10,000-	100.0-
	LATE PAYMENT CHARGE 6705								
	COURT COSTS 6710								
	THEFT LOSS 6818								
6490	PROP.TAX COLL. FEES .0 6830	80000		13232	66768	16.6	16.5	608-	.7-
24	PROP.TAX COLL. FEES.00 6831	130000		179	129821	16.6	.1	128,926-	99.1-
359-	BANK SERV/TRF FEE 6832	2600		111	2489	16.6	4.2	1,934-	74.3-
	DUES AND MEMBERSHIPS 6840	17000		14097	2903	16.6	82.9	67,582	397.5
	REGISTRATION FEE/TUITI 6845	5000			5000	16.6		5,000-	100.0-
	PROPERTY TAXES 6995								
	LOBBYING 6998								
9775	SERVICES NOT SPECIFIED 6999	15000		9775	5226	16.6	65.1	43,650	291.0
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15929	OTHER SERVICES & CHA	259600		37393	222207	16.6	14.4	35,242-	13.5-
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122497	OTHER SERVICES & CHAR	2349400	1,600	276779	2071021	16.6	11.7	688,726-	29.3-
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP. 7325								
	DATA PROCESSING EQUIP. 7327								
	COMMUNICATION EQUIPMEN 7355								
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	MACHINERY AND EQUIPM								
	VEHICLES								
	AUTOMOBILES 7400								
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	VEHICLES								
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	CAPITAL OUTLAY								
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122497	EXPENDITURES	2350400	1,729	276779	2071893	16.6	11.7	689,726-	29.3-

001096 - GENERAL FUND-FED PROG ADMIN

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
	REGULAR WAGES 4000							
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300							
	DISASTER RECOVERY OVER 4310							
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SALARIES								
EMPLOYEE BENEFITS								
	STATE RETIREMENT 4600							
	F.I.C.A. TAXES 4700							
	HOSPITALIZATION INS. 4800							
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910							
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EMPLOYEE BENEFITS								
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PERSONAL SERVICES								
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010							
	MINOR OFFICE EQUIP/FUR 5020							
	MICROFILM SUPPLIES 5030							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
	COMPUTER SUPPLIES 5080							
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OFFICE SUPPLIES								
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100							
	FOOD 5115							
	GAS AND OIL 5250							
	MINOR EQUIPMENT 5460							
	OTHER OPERATING MATL/S 5590							
	OTHER OPER.MATL-BROWNS 5591							
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OPERATING SUPPLIES								
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600							
	MTR VEHICLE REP. PTS/S 5700							
	MINOR COMPUTER EQUIP. 5800							
	OTHER REPAIR/MAINT. SP 5990							
	DISASTER REPAIR SUPPLI 5995							

REPAIR & MAINTENANCE							
SUPPLIES AND EXPENSES							
PROFESSIONAL SERVICES							
CONSULTANT SERV-BROWNS	6020						
DATA PROCESSING	6035						
MICROFILM PROCESSING	6037						
OTHER PROFESSIONAL SER	6049						
PROFESSIONAL SERVICE							
COMMUNICATIONS							
TELEPHONE AND TELEGRAP	6060						
POSTAGE	6070						
COMMUNICATIONS							
TRANSPORTATION							
TRAVEL EXPENSE	6110						
TRVL EXP-BROWNSFIELD P	6116						
FREIGHT	6120						
MESSENGER/EXPRESS SERV	6130						
TRANSPORTATION							
ADVERTISING							
ADVERTISING	6150						
ADVERTISING							
PRINTING AND BINDING							
PRINTING	6200						
BINDING	6205						
PRINTING AND BINDING							
INSURANCE							
SURETY AND FORGERY BON	6270						
INSURANCE							
REPR/MAINT-OUTSIDE LABO							
BUILDING R&M	6350						
DISASTER REPAIRS	6351						
OFFICE EQUIPMENT R&M	6365						
MOTOR VEHICLE EQ. R&M	6384						
OTHER REPAIRS AND MAIN	6399						
REPR/MAINT-OUTSIDE L							
RENTALS							
OFFICE EQUIPMENT RENT	6410						
OTHER RENT	6449						
RENTALS							
OTHER SERVICES & CHARGE							
EXHIBITIONS & PROMOTIO	6500						

001100 - GENERAL FUND-POLICE/PUB.SFTY

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
515211	REGULAR WAGES 4000	7219704		999036	6220668	16.6 13.8	1,225,488-	16.9-
	DISASTER RECOVERY WAGE 4010							
72293	OVERTIME 4300	650000		147058	502942	16.6 22.6	232,348	35.7
	DISASTER RECOVERY OVER 4310							
587504	SALARIES	7869704		1146094	6723610	16.6 14.5	993,140-	12.6-
EMPLOYEE BENEFITS								
106046	STATE RETIREMENT 4600	1369340		208011	1161329	16.6 15.1	121,274-	8.8-
46207	F.I.C.A. TAXES 4700	602040		90478	511562	16.6 15.0	59,172-	9.8-
85270	HOSPITALIZATION INS. 4800	1326000		167070	1158930	16.6 12.5	323,580-	24.4-
	UNEMPLOYMENT BENEFITS 4900	6000		1511	4489	16.6 25.1	3,066	51.1
	WORKMAN'S COMPENSATION 4910	185000			185000	16.6	185,000-	100.0-
237523	EMPLOYEE BENEFITS	3488380		467070	3021310	16.6 13.3	685,960-	19.6-
825027	PERSONAL SERVICES	11358084		1613164	9744920	16.6 14.2	1,679,100-	14.7-
OFFICE SUPPLIES								
781	PAPER 5003	3700		1221	2479	16.6 33.0	3,626	98.0
	PRINTED FORMS 5005							
3547	OTHER EXPENDABLE OFF.S 5010	10320		5069	5251	16.6 49.1	20,094	194.7
420	EXPENDABLE OFF.SPL-LIF 5012	1200		420	780	16.6 35.0	1,320	110.0
	MINOR OFFICE EQUIP/FUR 5020	5700			5700	16.6	5,700-	100.0-
	MICROFILM SUPPLIES 5030							
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050	5500			5500	16.6	5,500-	100.0-
	BOOKS 5070	800			800	16.6	800-	100.0-
	COMPUTER SUPPLIES 5080	7800			7800	16.6	7,800-	100.0-
	COMPUTR SUP-LLEBG '01 5081							
	COMPUTR SUP-COPS MORE' 5082							
4748	OFFICE SUPPLIES	35020		6710	28310	16.6 19.1	5,240	14.9
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100	9500	2,801	580	6119	16.6 6.1	6,020-	63.3-
	HOUSEHOLD SUPPLIES 5110							
90	FOOD 5115	1800		90	1710	16.6 5.0	1,260-	70.0-
	MEDICAL SUPPLIES 5120							
	CHEMICALS 5130							
678	FEED FOR ANIMALS 5150	4500	678	678	3143	16.6 15.0	432-	9.6-
27012	GAS AND OIL 5250	280000		51332	228668	16.6 18.3	27,992	9.9
	LUBRICANTS 5255							
1127	DIESEL FUEL 5257	4000		1401	2599	16.6 35.0	4,406	110.1
	OTHER FUEL 5260							

7466	TELEPHONE AND TELEGRAP	6060	64500	14796	49704	16.6	22.9	24,276	37.6	
	TELEPHONE-GRANT	6060	GRANT							
885	TELEPHONE RENT	6065	10700	1770	8930	16.6	16.5	80-	.7-	
	NETWORK WIRELESS	6069	3520	1320	2200	16.6	37.5	4,400	125.0	
	POSTAGE	6070								
	OTHER COMMUNICATION EX	6099								
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8351	COMMUNICATIONS		78720	17886	60834	16.6	22.7	28,596	36.3	
	TRANSPORTATION									
1695	TRAVEL EXPENSE	6110	22000	2383	19617	16.6	10.8	7,702-	35.0-	
	TRVL EXP-TRAFFIC GRANT	6111								
	TRVL EXP-VICTIM'S ADV	6112	2719		2719	16.6		2,719-	100.0-	
	TRVL EXP-TERRORISM PRE	6113								
	TRAVEL EXP-PROJ SAFE N	6114								
	TRVL/TRNG-COP'S METH G	6116								
	TRVL EXP-LAW ENF LIAIS	6118								
	TRVL EXP-ALCOHOL GRANT	6119								
78	FREIGHT	6120	3500	65	78	3356	16.6	2.2	3,032-	86.6-
	MESSENGER/EXPRESS SERV	6130								
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1773	TRANSPORTATION		28219	65	2461	25693	16.6	8.7	13,453-	47.6-
	ADVERTISING									
	ADVERTISING	6150	1000		1000	16.6		1,000-	100.0-	
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	ADVERTISING		1000		1000	16.6		1,000-	100.0-	
	PRINTING AND BINDING									
58	PRINTING	6200	500	58	442	16.6	11.6	152-	30.4-	
	BINDING	6205								
	FILM PROCESSING	6240								
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58	PRINTING AND BINDING		500	58	442	16.6	11.6	152-	30.4-	
	INSURANCE									
	FIRE & EXTENDED COVERA	6250								
	PUBLIC LIAB/PROPERTY D	6255								
	BOILER MACHINERY	6260								
	AUTOMOBILE INSURANCE	6265	19900		19900	16.6		19,900-	100.0-	
	SURETY AND FORGERY BON	6270	1000		1000	16.6		1,000-	100.0-	
	OTHER INSURANCE	6299								
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	INSURANCE		20900		20900	16.6		20,900-	100.0-	
	UTILITIES									
318	GAS	6300	6500	416	6084	16.6	6.4	4,004-	61.6-	
8727	ELECTRICITY	6305	94000	19377	74623	16.6	20.6	22,262	23.6	
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9045	UTILITIES		100500	19793	80707	16.6	19.6	18,258	18.1	
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	8/29/05 STORM REPAIRS	6353								
	ELECTRICAL R&M	6355	4500		4500	16.6		4,500-	100.0-	
	PLUMBING EQUIPMENT R&M	6357								
	OFFICE EQUIPMENT R&M	6365	42000		42000	16.6		42,000-	100.0-	
	OFF.EQ.R&M-COPS MORE	6366								

678	HOUSEHOLD EQUIPMENT R&	6370							
	FIXED EQUIPMENT R&M	6380	2500		1055	1445	16.6	42.2	3,830 153.2
	MINOR EQUIPMENT R&M	6382							
10201	MOTOR VEHICLE EQ. R&M	6384	140000	21,407	20913	97680	16.6	14.9	14,522- 10.3-
	AGRICULTURAL EQ. R&M	6387							
	COMMUNICATION EQ. R&M	6390							
	CLEANING AND PAINTING	6392							
	DISINFECT./EXTERMINATI	6394	5500		213	5287	16.6	3.8	4,222- 76.7-
	SIGN PAINTING	6396							
505	TOW IN CHARGES	6398	8000		670	7330	16.6	8.3	3,980- 49.7-
	OTHER REPAIRS AND MAIN	6399							
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11383	REPR/MAINT-OUTSIDE L		202500	21,407	22851	158242	16.6	11.2	65,394- 32.2-
	RENTALS								
253	OFFICE EQUIPMENT RENT	6410	11500		2115	9385	16.6	18.3	1,190 10.3
	MOTORCYCLE RENT	6417	47000			47000	16.6		47,000- 100.0-
	CYLINDER RENT	6425							
	UNIFORM RENT	6430							
	MOP-MAT-RAG RENT	6435							
	OTHER RENT	6449							
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253	RENTALS		58500		2115	56385	16.6	3.6	45,810- 78.3-
	OTHER SERVICES & CHARGE								
	EXHIBITIONS & PROMOTIO	6500							
	SETTLEMT OF DAMAGE CLA	6700							
	COURT COSTS	6710							
	JAIL EXPENSE	6815							
	EVIDENCE BUY MONEY	6817	5000			5000	16.6		5,000- 100.0-
	THEFT LOSS	6818							
	CASH OVERAGE/SHORTAGE	6819							
	BANK SERV/TRF FEE	6832							
	REFUNDS	6835							
	POLICE FINE REFUNDS	6835 PF							
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	REFUNDS								
	NSF CHECKS	6836	2000			2000	16.6		2,000- 100.0-
	DUES AND MEMBERSHIPS	6840	3000			3000	16.6		3,000- 100.0-
300	REGISTRATION FEE/TUITI	6845	10000		625	9375	16.6	6.2	6,250- 62.5-
	CONTINUING EDUCATION	6847	75000			75000	16.6		75,000- 100.0-
	LAUNDRY	6850							
	SERVICES NOT SPECIFIED	6999							
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300	OTHER SERVICES & CHA		95000		625	94375	16.6	.6	91,250- 96.0-
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45872	OTHER SERVICES & CHAR		653839	23,122	82554	548163	16.6	12.6	158,515- 24.2-
	BUILDING/BLD IMPROVEMEN								
	BUILDINGS	7100							
	POLICE SERV CTR BLDG	7100 22							
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	BUILDINGS								
	BUILDING IMPROVEMENTS	7150							

POLICE COMPLEX	7150	07						
DEPOT SUBSTATION	7150	37						
MOBILE ST SUBSTATION	7150	39						
PALMERS CROSSING SUBS	7150	40						

BUILDING IMPROVEMEN								

BUILDING/BLD IMPROVE								
IMPROVEMENT OTHER THAN								
PARKING LOT/DRIVEWAY	7227							
LANDSCAPING	7250							
OTHER IMPROVEMENTS	7295							

IMPROVEMENT OTHER TH								
MACHINERY AND EQUIPMENT								
8/29/05 STORM EQUIP	7302							
EQUIP-METH GRANT	7303							
EQUIP-DOMESTIC PREP	7312							
EQUIP-HOMELAND SECURIT	7313							
EQUIP-TERRORISM PREVEN	7314							
EQUIP-TERRORISM '05	7316							
EQ-DOMESTIC PREP'05	7318							
EQUIP-PROJ SAFE NEIGHB	7319							
HOUSEHOLD FURN/EQUIP.	7320							
EQUIP-BYRNE '17	7323							
EQUIP-BYRNE '19	7324	12287		12287	16.6		12,287-	100.0-
OFFICE FURN/EQUIP.	7325							
COPS TECH GRANT EQUIP	7326							
DATA PROCESSING EQUIP.	7327							
FEMA-EMER.WARNING SIRE	7330							
EQUIP-JUSTICE ASSIST G	7331							
COMMUNICATION EQUIPMEN	7355							
TRAFFIC CONTROL EQUIP.	7360							
EQUIP-BYRNE '09	7375							
OTHER EQUIP-STOP VIOL	7397							
OTHER EQUIP-ALCOHOL GR	7398							
OTHER EQUIPMENT	7399	5066		5066	16.6	100.0	25,330	500.0

MACHINERY AND EQUIPM		17353		5066	12287	16.6	29.1	13,043
VEHICLES								
AUTOMOBILES	7400	100000	45,424	54576	16.6		100,000-	100.0-
AUTOMOBILES-METH GRANT	7401							
AUTOMOBILES-BYRNE GRAN	7402							
MOTORCYCLES	7405							
PICK UP TRUCKS	7420							

VEHICLES		100000	45,424	54576	16.6		100,000-	100.0-
OTHER								
ZOOLOGICAL ANIMALS	7505							

OTHER								

-----	CAPITAL OUTLAY	117353	45,424	5066	66863	16.6	4.3	86,957-	74.0-
931773	EXPENDITURES	12896600	95,635	1834222	10966741	16.6	14.2	1,891,268-	14.6-

001131 - GENERAL FUND-JOINT P&F TRNG.

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER %
SALARIES							
1904	REGULAR WAGES 4000	24752		3808	20944	16.6 15.3	1,904- 7.6-
	DISASTER RECOVERY WAGE 4010						
312	OVERTIME 4300	1800		549	1251	16.6 30.5	1,494 83.0
	DISASTER RECOVERY OVER 4310						
2216	SALARIES	26552		4357	22195	16.6 16.4	410- 1.5-
EMPLOYEE BENEFITS							
386	STATE RETIREMENT 4600	4620		758	3862	16.6 16.4	72- 1.5-
166	F.I.C.A. TAXES 4700	2035		327	1708	16.6 16.0	73- 3.5-
580	HOSPITALIZATION INS. 4800	7800		1160	6640	16.6 14.8	840- 10.7-
	UNEMPLOYMENT BENEFITS 4900						
	WORKMAN'S COMPENSATION 4910	100			100	16.6	100- 100.0-
1132	EMPLOYEE BENEFITS	14555		2245	12310	16.6 15.4	1,085- 7.4-
3349	PERSONAL SERVICES	41107		6602	34505	16.6 16.0	1,495- 3.6-
OFFICE SUPPLIES							
	PAPER 5003	875		55	820	16.6 6.2	545- 62.2-
	PRINTED FORMS 5005	200			200	16.6	200- 100.0-
199	OTHER EXPENDABLE OFF.S 5010	4850	247	303	4299	16.6 6.2	3,032- 62.5-
	SPLY-RRT COORDINATOR 5013						
	MINOR OFFICE EQUIP/FUR 5020	1875		110	1765	16.6 5.8	1,215- 64.8-
	CASSETTES, TAPES 5035						
253	PHOTO SUPPLIES 5040	275		253	22	16.6 92.0	1,243 452.0
5	SUBSCRIPTIONS, MAGS, MAP 5050	100		105	5-	16.6 105.0	530 530.0
	BOOKS-POLICE 5070	1800	59		1741	16.6	1,800- 100.0-
	BOOKS-FIRE 5071	2900		2900		16.6 100.0	14,500 500.0
534	COMPUTER SUPPLIES 5080	3000		534	2466	16.6 17.8	204 6.8
991	OFFICE SUPPLIES	15875	306	4260	11308	16.6 26.8	9,685 61.0
OPERATING SUPPLIES							
468	CLEANING/JANITORIAL SP 5100	2800		905	1895	16.6 32.3	2,630 93.9
	HOUSEHOLD SUPPLIES 5110	50		38	12	16.6 76.0	178 356.0
	FOOD 5115	1200		142	1058	16.6 11.8	348- 29.0-
	FOOD-CIT TRAINING (PBM 5116	6293		315	5978	16.6 5.0	4,403- 69.9-
	MEDICAL SUPPLIES 5120	500	32		468	16.6	500- 100.0-
	GAS AND OIL 5250	200		46	154	16.6 23.0	76 38.0
	WEARING APPAREL-POLICE 5355	2700			2700	16.6	2,700- 100.0-
	WEARING APPAREL-FIRE 5356	2500			2500	16.6	2,500- 100.0-
	ASPHALT & ASPHALT PROD 5400						
	CONCRETE, CEMENT, ETC. 5405	2000			2000	16.6	2,000- 100.0-
	BRICK, STONE, MORTAR, ETC 5410						

	SAND,CLAY,GRVL,FILL DI	5415							
	HORT./LANDSCAPING SPLY	5440	500		500	16.6		500-	100.0-
	HAND TOOLS	5450	1500		1500	16.6		1,500-	100.0-
	MINOR EQUIPMENT-POLICE	5460	10907		10907	16.6		10,907-	100.0-
	MINOR EQUIPMENT-FIRE	5462	7100		7100	16.6		7,100-	100.0-
	MINOR EQUIP-REGIONAL R	5463	7500		7500	16.6		7,500-	100.0-
	MINOR EQUIP-HOMELAND S	5464							
	SWIFT WATER RESCUE SUP	5465	5000		5000	16.6		5,000-	100.0-
606	HAZ.MAT SUPPLIES	5466	8000		606 7394	16.6	7.5	4,364-	54.5-
	P&F CLASSES-(FEE) SUPP	5469							
11101	OTHER OPER.MATL-POLICE	5590	16000	718	11101 4181	16.6	69.3	50,606	316.2
	OTHER OPER.MATL-FIRE	5591	5000		1050 3950	16.6	21.0	1,300	26.0
-----			-----	-----	-----	-----	-----	-----	-----
12174	OPERATING SUPPLIES		79750	750	14203 64797	16.6	17.8	5,468	6.8
	REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S	5600	6000		6000	16.6		6,000-	100.0-
	ELECTRICAL SUPPLIES	5605	800		800	16.6		800-	100.0-
	PLUMBING SUPPLIES	5610	2000	368	1632	16.6	18.4	208	10.4
	PAINT AND PAINTING SPL	5650	50		50	16.6		50-	100.0-
	MTR VEHICLE REP. PTS/S	5700	1200		1200	16.6		1,200-	100.0-
	OTHER REPAIR/MAINT. SP	5990	2500	223	1796	16.6	19.2	386	15.4
-----			-----	-----	-----	-----	-----	-----	-----
	REPAIR & MAINTENANCE		12550	223	850 11477	16.6	6.7	7,450-	59.3-
-----			-----	-----	-----	-----	-----	-----	-----
13165	SUPPLIES AND EXPENSES		108175	1,279	19313 87583	16.6	17.8	7,703	7.1
	PROFESSIONAL SERVICES								
	MEDICAL	6027							
	P&F CLASSES-(FEE) SERV	6045							
	OTHER PROFESSIONAL SER	6049							
	RRT PLANNING-HOMELAND	6049 21							
	RRT TRAINING-HOMELAND	6049 22							
	H'BURG HIGH-HOMELAND	6049 23							
	MGMT/ADMIN-HOMELAND S	6049 24							
	OTHER-CITY HOMELAND S	6049 25							
	ASSIST TO FIREFIGHTER	6049 27							
	OTHER	6049 99							
-----			-----	-----	-----	-----	-----	-----	-----
	OTHER PROFESSIONAL								
-----			-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE								
	COMMUNICATIONS								
	TELEPHONE AND TELEGRAP	6060							
	TELEPHONE-RRT COORDINA	6060 GRANT							
	POSTAGE	6070	100		42 58	16.6	42.0	152	152.0
-----			-----	-----	-----	-----	-----	-----	-----
	COMMUNICATIONS		100		42 58	16.6	42.0	152	152.0
	TRANSPORTATION								
192	TRVL EXP-POLICE	6110	7800		192 7608	16.6	2.4	6,648-	85.2-
542	TRVL EXP-FIRE	6111	7800		542 7258	16.6	6.9	4,548-	58.3-
	TRVL EXP-RRT COORDINAT	6112							
	TRVL EXP-RESPONSE TEAM	6116							

30	FREIGHT	6120	700	15	119	566	16.6	17.0	14	2.0
764	TRANSPORTATION		16300	15	853	15432	16.6	5.2	11,182-	68.6-
	ADVERTISING									
	ADVERTISING	6150	5000		195	4805	16.6	3.9	3,830-	76.6-
	ADVERTISING		5000		195	4805	16.6	3.9	3,830-	76.6-
	PRINTING AND BINDING									
	PRINTING	6200								
	FILM PROCESSING	6240								
	PRINTING AND BINDING									
	INSURANCE									
	BOILER MACHINERY	6260								
	SURETY AND FORGERY BON	6270								
	OTHER INSURANCE	6299								
	INSURANCE									
	UTILITIES									
101	GAS	6300	3500		209	3291	16.6	5.9	2,246-	64.1-
1411	ELECTRICITY	6305	17000		3302	13698	16.6	19.4	2,812	16.5
	WATER	6315								
1512	UTILITIES		20500		3511	16989	16.6	17.1	566	2.7
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	5000			5000	16.6		5,000-	100.0-
	DISASTER REPAIRS	6351	45			45	16.6		45-	100.0-
	OFFICE EQUIPMENT R&M	6365								
	MINOR EQUIPMENT R&M	6382	150			150	16.6		150-	100.0-
	MOTOR VEHICLE EQ. R&M	6384	500			500	16.6		500-	100.0-
	CLEANING AND PAINTING	6392								
	DISINFECT./EXTERMINATI	6394	1300		100	1200	16.6	7.6	700-	53.8-
	OTHER REPAIRS AND MAIN	6399	1500			1500	16.6		1,500-	100.0-
	REPR/MAINT-OUTSIDE L		8495		100	8395	16.6	1.1	7,895-	92.9-
	RENTALS									
497	OTHER RENT	6449	4000		695	3305	16.6	17.3	170	4.2
497	RENTALS		4000		695	3305	16.6	17.3	170	4.2
	OTHER SERVICES & CHARGE									
	PETTY CASH LOSS/STORM	6818								
	DUES AND MEMBERSHIPS	6840	650			650	16.6		650-	100.0-
1000	REGISTRATN FEE-POLICE	6845	8000		1000	7000	16.6	12.5	2,000-	25.0-
	REGISTRATN FEE-FIRE	6846	8000		600	7400	16.6	7.5	4,400-	55.0-
	SERVICES NOT SPECIFIED	6999								
1000	OTHER SERVICES & CHA		16650		1600	15050	16.6	9.6	7,050-	42.3-
3773	OTHER SERVICES & CHAR		71045	15	6996	64034	16.6	9.8	29,069-	40.9-
	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS	7150								

	P&F TRAINING BLDG	7150	34							
	BUILDING IMPROVEMEN									
	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	PARKING LOT/DRIVEWAY	7227								
	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	EQUIP-RESPONSE TEAM'07	7311								
	EQUIP-CITY OHS GRANT'1	7313	6215		5001	1214	16.6	80.4	23,791	382.7
	EQUIP-RESPONSE TEAM'04	7314								
	EQUIP-CITY OHS GRANT'1	7316								
	OFFICE FURN/EQUIP.	7325								
	COMMUNICATION EQUIPMEN	7355								
	TRAFFIC CONTROL EQUIP.	7360								
	OTHER EQUIP-HAZ.MAT	7398								
	OTHER EQUIPMENT	7399								
	MACHINERY AND EQUIPM		6215		5001	1214	16.6	80.4	23,791	382.7
	VEHICLES									
	AUTOMOBILES	7400								
	BUSES	7410								
	VEHICLES									
	CAPITAL OUTLAY		6215		5001	1214	16.6	80.4	23,791	382.7
20287	EXPENDITURES		226542	1,294	37912	187335	16.6	16.7	930	.4

001160 - GENERAL FUND-FIRE DIVISION

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
373511	REGULAR WAGES 4000	5354387		750215	4604172	16.6 14.0	853,097-	15.9-
	DISASTER RECOVERY WAGE 4010							
55310	OVERTIME 4300	625000		98343	526657	16.6 15.7	34,942-	5.5-
	DISASTER RECOVERY OVER 4310							
428821	SALARIES	5979387		848558	5130829	16.6 14.1	888,039-	14.8-
EMPLOYEE BENEFITS								
74615	STATE RETIREMENT 4600	1040420		147649	892771	16.6 14.1	154,526-	14.8-
31006	F.I.C.A. TAXES 4700	457425		61369	396056	16.6 13.4	89,211-	19.5-
72500	HOSPITALIZATION INS. 4800	1014000		142103	871898	16.6 14.0	161,382-	15.9-
	UNEMPLOYMENT BENEFITS 4900	6000			6000	16.6	6,000-	100.0-
	WORKMAN'S COMPENSATION 4910	230000			230000	16.6	230,000-	100.0-
178121	EMPLOYEE BENEFITS	2747845		351121	2396724	16.6 12.7	641,119-	23.3-
606942	PERSONAL SERVICES	8727232		1199680	7527552	16.6 13.7	1,529,152-	17.5-
OFFICE SUPPLIES								
208	PAPER 5003	500		208	292	16.6 41.6	748	149.6
	PRINTED FORMS 5005	400			400	16.6	400-	100.0-
36	OTHER EXPENDABLE OFF.S 5010	4000		71	3929	16.6 1.7	3,574-	89.3-
45-	MINOR OFFICE EQUIP/FUR 5020	3500		296	3204	16.6 8.4	1,724-	49.2-
	CASSETTES, TAPES 5035							
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070	3000			3000	16.6	3,000-	100.0-
	COMPUTER SUPPLIES 5080	900			900	16.6	900-	100.0-
199	OFFICE SUPPLIES	12300		575	11725	16.6 4.6	8,850-	71.9-
OPERATING SUPPLIES								
2137	CLEANING/JANITORIAL SP 5100	10600		2137	8463	16.6 20.1	2,222	20.9
	HOUSEHOLD SUPPLIES 5110	2500		278	2222	16.6 11.1	832-	33.2-
	FOOD 5115	400			400	16.6	400-	100.0-
224	MEDICAL SUPPLIES 5120	5000	502	294	4204	16.6 5.8	3,236-	64.7-
	LABORATORY SUPPLIES 5125							
	CHEMICALS 5130							
1688	GAS AND OIL 5250	18000		3390	14610	16.6 18.8	2,340	13.0
36	LUBRICANTS 5255	1500	1,099	36	365	16.6 2.4	1,284-	85.6-
5119	DIESEL FUEL 5257	53000		9625	43375	16.6 18.1	4,750	8.9
	OTHER FUEL 5260	900			900	16.6	900-	100.0-
18	UNIFORMS, BADGES, ETC. 5350	50000		18	49982	16.6	49,892-	99.7-
	WEARING APPAREL 5355	25818			25818	16.6	25,818-	100.0-
	WEARING APPAREL-FIREHO 5356	34300			34300	16.6	34,300-	100.0-

	ASPHALT & ASPHALT PROD	5400							
	CONCRETE, CEMENT, ETC.	5405	8000		8000	16.6		8,000-	100.0-
	HORT./LANDSCAPING SPLY	5440							
	HAND TOOLS	5450	1450	57	1393	16.6		1,450-	100.0-
182	MINOR EQUIPMENT	5460	20000		19818	16.6	.9	18,908-	94.5-
	MINOR FIRE FIGHTING EQ	5462	10000		10000	16.6		10,000-	100.0-
	SWIFT WATER RESCUE SUP	5465							
	FIRE HOSE	5470	5000		5000	16.6		5,000-	100.0-
	RECREATIONAL SUPPLIES	5510							
4960	SFTY/FIRE P/MATL CONTR	5535	5110	4960	150	16.6	97.0	24,650	482.3
126	OTHER OPERATING MATL/S	5590	690	250	314	16.6	18.2	66	9.5
14490	OPERATING SUPPLIES		252268	1,908	21045	229315	16.6	8.3	125,998-
	REPAIR & MAINTENANCE SP								
14	BUILDING MATERIALS & S	5600	8000	160	1310	6530	16.6	16.3	140-
	ELECTRICAL SUPPLIES	5605	3000			3000	16.6		3,000-
225	PLUMBING SUPPLIES	5610	5500	140	184	5176	16.6	3.3	4,396-
	PAINT AND PAINTING SPL	5650	2600			2600	16.6		2,600-
1278	MTR VEHICLE REP. PTS/S	5700	70000		5747	64253	16.6	8.2	35,518-
	COMMUNICATION REPAIR P	5750	2200			2200	16.6		2,200-
	AGRICLTRL REPAIR PTS/S	5755							
	SCBA REPAIR PTS/SPL	5756	1000	288	712		16.6	28.8	728
	MINOR COMPUTER EQUIP.	5800							
	OTHER REPAIR/MAINT. SP	5990	500			500	16.6		500-
	REPR SPLY-8/29/05 STOR	5995							100.0-
1518	REPAIR & MAINTENANCE		92800	300	7529	84971	16.6	8.1	47,626-
16207	SUPPLIES AND EXPENSES		357368	2,208	29149	326012	16.6	8.1	182,474-
	PROFESSIONAL SERVICES								
	APPRAISAL	6017							
	MEDICAL	6027	23250			23250	16.6		23,250-
	ENTERTAINMENT	6033							
5500	OTHER PROFESSIONAL SER	6049	12400	5500	6900		16.6	44.3	20,600
	FIRE LATERAL TRNG FEE	6049 26	3500			3500	16.6		3,500-
5500	PROFESSIONAL SERVICE		39150	5500	33650		16.6	14.0	6,150-
1227	COMMUNICATIONS								
	TELEPHONE AND TELEGRAP	6060	13600	2454	11146		16.6	18.0	1,124
	NETWORK	6068							8.2
	NETWORK WIRELESS-GRANT	6069							
	POSTAGE	6070							
1227	COMMUNICATIONS		13600	2454	11146		16.6	18.0	1,124
633	TRANSPORTATION								
	TRAVEL EXPENSE	6110	5000	633	4367		16.6	12.6	1,202-
	FREIGHT	6120	4300		4300		16.6		4,300-
	MESSENGER/EXPRESS SERV	6130							100.0-
633	TRANSPORTATION		9300	633	8667		16.6	6.8	5,502-
	ADVERTISING								59.1-

-----	ADVERTISING	6150	5000	-----	-----	5000	16.6	-----	5,000-	100.0-
	ADVERTISING		5000			5000	16.6		5,000-	100.0-
	PRINTING AND BINDING									
	PRINTING	6200	1500			1500	16.6		1,500-	100.0-
-----	FILM PROCESSING	6240		-----	-----			-----	-----	-----
	PRINTING AND BINDING		1500			1500	16.6		1,500-	100.0-
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	BOILER MACHINERY	6260								
	AUTOMOBILE INSURANCE	6265								
	SURETY AND FORGERY BON	6270	125			125	16.6		125-	100.0-
-----	OTHER INSURANCE	6299		-----	-----			-----	-----	-----
	INSURANCE		125			125	16.6		125-	100.0-
	UTILITIES									
781	GAS	6300	18000		1176	16824	16.6	6.5	10,944-	60.8-
5597	ELECTRICITY	6305	64500		12623	51877	16.6	19.5	11,238	17.4
30	WATER	6315	354		62	292	16.6	17.5	18	5.0
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6408	UTILITIES		82854		13861	68993	16.6	16.7	312	.3
	REPR/MAINT-OUTSIDE LABO									
2201	BUILDING R&M	6350	9055	682	3119	5255	16.6	34.4	9,659	106.6
	DISASTER REPAIRS	6351								
	8/29/05 STORM REPAIRS	6353								
	ELECTRICAL R&M	6355	200			200	16.6		200-	100.0-
	PLUMBING EQUIPMENT R&M	6357	1600		80	1520	16.6	5.0	1,120-	70.0-
	STREETS & STRUCTURES R	6360								
288	OFFICE EQUIPMENT R&M	6365	3270		566	2704	16.6	17.3	126	3.8
	HOUSEHOLD EQUIPMENT R&	6370	4000			4000	16.6		4,000-	100.0-
	FIXED EQUIPMENT R&M	6380	6025			6025	16.6		6,025-	100.0-
	MINOR EQUIPMENT R&M	6382	3000			3000	16.6		3,000-	100.0-
79	MOTOR VEHICLE EQ. R&M	6384	50000	146	7858	41997	16.6	15.7	2,852-	5.7-
	AGRICULTURAL EQ. R&M	6387	500			500	16.6		500-	100.0-
	SCBA EQUIP. R&M	6389	7350		95	7255	16.6	1.2	6,780-	92.2-
	COMMUNICATION EQ. R&M	6390	10000			10000	16.6		10,000-	100.0-
	DISINFECT./EXTERMINATI	6394	2000		386	1614	16.6	19.3	316	15.8
	SIGN PAINTING	6396								
	TOW IN CHARGES	6398	3000		300	2700	16.6	10.0	1,200-	40.0-
-----	OTHER REPAIRS AND MAIN	6399	4000	-----	-----	4000	16.6	-----	4,000-	100.0-
2568	REPR/MAINT-OUTSIDE L		104000	828	12403	90769	16.6	11.9	29,582-	28.4-
	RENTALS									
	OFFICE EQUIPMENT RENT	6410	5000			5000	16.6		5,000-	100.0-
	MACHINERY RENT	6420	100			100	16.6		100-	100.0-
239	CYLINDER RENT	6425	4000		473	3527	16.6	11.8	1,162-	29.0-
	UNIFORM RENT	6430								
	MOP-MAT-RAG RENT	6435								
-----	OTHER RENT	6449		-----	-----			-----	-----	-----
239	RENTALS		9100		473	8627	16.6	5.1	6,262-	68.8-

	OTHER SERVICES & CHARGE									
1050	DUES AND MEMBERSHIPS	6840	1330		1225	105	16.6	92.1	6,020	452.6
	REGISTRATION FEE/TUITI	6845	1550			1550	16.6		1,550-	100.0-
	CONTINUING EDUCATION	6847	45000			45000	16.6		45,000-	100.0-
	LAUNDRY	6850	100			100	16.6		100-	100.0-
	SERVICES NOT SPECIFIED	6999	500		335	165	16.6	67.0	1,510	302.0
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1050	OTHER SERVICES & CHA		48480		1560	46920	16.6	3.2	39,120-	80.6-
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17625	OTHER SERVICES & CHAR		313109	828	36884	275397	16.6	11.7	91,805-	29.3-
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	FIRE STATION-PW8294	7100 20								
	FIRE STATION-CDBG	7100 21								
	STORAGE BUILDING	7100 23								
	PORTABLE BLDG-FIRE ST	7100 28								
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	BUILDINGS									
-----			-----	-----	-----	-----	-----	-----	-----	-----
	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	PARKING LOT/DRIVEWAY	7227								
	LANDSCAPING	7250								
	OTHER IMPROVEMENTS	7295								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	8/29/05 STORM EQUIP	7302								
	LABORATORY	7310								
	FIRE FIGHTING	7315								
	EQUIP-SCBA-'11 AF GRAN	7317								
	HOUSEHOLD FURN/EQUIP.	7320								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	EQ-WIRELESS NETWORK GR	7331								
	AGRICULTURAL EQUIPMENT	7335								
	COMMUNICATION EQUIPMEN	7355								
	TRAFFIC CONTROL EQUIP.	7360								
	HYDRANTS & METERS	7365								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
	HEAVY TRUCKS	7430								

-----	VEHICLES	-----	-----	-----	-----	-----	-----	-----	-----
-----	CAPITAL OUTLAY	-----	-----	-----	-----	-----	-----	-----	-----
640774	EXPENDITURES	9397709	3,036	1265712	8128961	16.6	13.4	1,803,437-	19.1-

001180 - GENERAL FUND-LAND DEVEL.ADM.

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
31614	REGULAR WAGES 4000	427272		64177	363095	16.6 15.0	42,210-	9.8-
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300							
	DISASTER RECOVERY OVER 4310							
31614	SALARIES	427272		64177	363095	16.6 15.0	42,210-	9.8-
EMPLOYEE BENEFITS								
5501	STATE RETIREMENT 4600	74340		11167	63173	16.6 15.0	7,338-	9.8-
2329	F.I.C.A. TAXES 4700	32700		4725	27975	16.6 14.4	4,350-	13.3-
6960	HOSPITALIZATION INS. 4800	101400		14500	86900	16.6 14.2	14,400-	14.2-
	UNEMPLOYMENT BENEFITS 4900	1000			1000	16.6	1,000-	100.0-
	WORKMAN'S COMPENSATION 4910	15500			15500	16.6	15,500-	100.0-
14790	EMPLOYEE BENEFITS	224940		30392	194548	16.6 13.5	42,588-	18.9-
46404	PERSONAL SERVICES	652212		94569	557643	16.6 14.4	84,798-	13.0-
OFFICE SUPPLIES								
165	PAPER 5003	1700		165	1535	16.6 9.7	710-	41.7-
	PRINTED FORMS 5005	300			300	16.6	300-	100.0-
727	OTHER EXPENDABLE OFF.S 5010	2500		727	1773	16.6 29.0	1,862	74.4
88	MINOR OFFICE EQUIP/FUR 5020	2000		88	1912	16.6 4.4	1,472-	73.6-
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050	200			200	16.6	200-	100.0-
	BOOKS 5070	1500			1500	16.6	1,500-	100.0-
	COMPUTER SUPPLIES 5080	500			500	16.6	500-	100.0-
979	OFFICE SUPPLIES	8700		979	7721	16.6 11.2	2,826-	32.4-
OPERATING SUPPLIES								
	FOOD 5115							
908	GAS AND OIL 5250	9500		1727	7773	16.6 18.1	862	9.0
	LUBRICANTS 5255							
765	WEARING APPAREL 5355	3000		765	2235	16.6 25.5	1,590	53.0
	MINOR EQUIPMENT 5460	750			750	16.6	750-	100.0-
	OTHER OPERATING MATL/S 5590							
1673	OPERATING SUPPLIES	13250		2492	10758	16.6 18.8	1,702	12.8
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600							
	PAINT AND PAINTING SPL 5650							
144	MTR VEHICLE REP. PTS/S 5700	4500		458	4042	16.6 10.1	1,752-	38.9-
	COMMUNICATION REPAIR P 5750							

144	REPAIR & MAINTENANCE	4500		458	4042	16.6	10.1	1,752-	38.9-
2797	SUPPLIES AND EXPENSES	26450		3929	22521	16.6	14.8	2,876-	10.8-
39025	PROFESSIONAL SERVICES								
	DEMOLITION 6013	165000		89041	75959	16.6	53.9	369,246	223.7
	ASBESTOS REMOVAL 6014	5000			5000	16.6		5,000-	100.0-
2750	TITLE OPINIONS 6016	10000		2750	7250	16.6	27.5	6,500	65.0
10337	LOT CLEARING 6018	27500		22017	5483	16.6	80.0	104,602	380.3
	ABSTRACTING & RECORDIN 6023	1500			1500	16.6		1,500-	100.0-
	MEDICAL 6027								
204	OTHER PROFESSIONAL SER 6049	10000		409	9591	16.6	4.0	7,546-	75.4-
52316	PROFESSIONAL SERVICE	219000		114216	104784	16.6	52.1	466,296	212.9
	COMMUNICATIONS								
823	TELEPHONE AND TELEGRAP 6060	10000		1646	8354	16.6	16.4	124-	1.2-
	POSTAGE 6070								
823	COMMUNICATIONS	10000		1646	8354	16.6	16.4	124-	1.2-
	TRANSPORTATION								
99	TRAVEL EXPENSE 6110	11000	125	99	10776	16.6	.9	10,406-	94.6-
	FREIGHT 6120								
	MESSENGER/EXPRESS SERV 6130								
99	TRANSPORTATION	11000	125	99	10776	16.6	.9	10,406-	94.6-
	ADVERTISING								
	ADVERTISING 6150								
	ADVERTISING								
	PRINTING AND BINDING								
75	PRINTING 6200	5000		95	4905	16.6	1.9	4,430-	88.6-
	FILM PROCESSING 6240								
75	PRINTING AND BINDING	5000		95	4905	16.6	1.9	4,430-	88.6-
	INSURANCE								
	AUTOMOBILE INSURANCE 6265								
	SURETY AND FORGERY BON 6270								
	INSURANCE								
	REPR/MAINT-OUTSIDE LABO								
	OFFICE EQUIPMENT R&M 6365	500			500	16.6		500-	100.0-
	MOTOR VEHICLE EQ. R&M 6384	5000		91	4909	16.6	1.8	4,454-	89.0-
	COMMUNICATION EQ. R&M 6390								
	CLEANING AND PAINTING 6392								
	SIGN PAINTING 6396								
75	TOW IN CHARGES 6398	200		75	125	16.6	37.5	250	125.0
75	REPR/MAINT-OUTSIDE L	5700		166	5534	16.6	2.9	4,704-	82.5-
	RENTALS								
200	OTHER RENT 6449	4000		480	3520	16.6	12.0	1,120-	28.0-
200	RENTALS	4000		480	3520	16.6	12.0	1,120-	28.0-

165	OTHER SERVICES & CHARGE								
	DUES AND MEMBERSHIPS 6840	3000		165	2835	16.6	5.5	2,010-	67.0-
	REGISTRATION FEE/TUITI 6845	4000		150	3850	16.6	3.7	3,100-	77.5-
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165	OTHER SERVICES & CHA	7000		315	6685	16.6	4.5	5,110-	73.0-
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53754	OTHER SERVICES & CHAR	261700	125	117018	144557	16.6	44.7	440,408	168.2
	<u>MACHINERY AND EQUIPMENT</u>								
	OFFICE FURN/EQUIP. 7325								
	DATA PROCESSING EQUIP. 7327								
	COMMUNICATION EQUIPMEN 7355								
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	MACHINERY AND EQUIPM								
	VEHICLES								
	AUTOMOBILES 7400								
	PICK UP TRUCKS 7420								
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	VEHICLES								
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	CAPITAL OUTLAY								
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102954	EXPENDITURES	940362	125	215517	724720	16.6	22.9	352,740	37.5

001190 - GENERAL FUND-P/S CONTRAC.SER

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
35997	REGULAR WAGES 4000							
35997	OVERTIME 4300	200000		75572	124428	16.6 37.7	253,432	126.7
35997	SALARIES	200000		75572	124428	16.6 37.7	253,432	126.7
EMPLOYEE BENEFITS								
	STATE RETIREMENT 4600	31500			31500	16.6	31,500-	100.0-
	F.I.C.A. TAXES 4700	15300			15300	16.6	15,300-	100.0-
	HOSPITALIZATION INS. 4800	34500			34500	16.6	34,500-	100.0-
	EMPLOYEE BENEFITS	81300			81300	16.6	81,300-	100.0-
35997	PERSONAL SERVICES	281300		75572	205728	16.6 26.8	172,132	61.1
PROFESSIONAL SERVICES								
4417	MEDICAL 6027	121000		29901	91099	16.6 24.7	58,406	48.2
	OTHER PROF.-JAIL DIV G 6048							
4417	PROFESSIONAL SERVICE	121000		29901	91099	16.6 24.7	58,406	48.2
OTHER SERVICES & CHARGE								
162	JAIL EXPENSE 6815	671000		154913	516087	16.6 23.0	258,478	38.5
	DISTRICT ATT'Y SUBSIDY 6816							
	JAIL IMPR-CITY SHARE 6826							
	AMBULANCE SERV.CONTRIB 6860							
31500	EMERGENCY MGMT.CONTRIB 6865	126000		31500	94500	16.6 25.0	63,000	50.0
	USM CITIZEN CORPS COUN 6866							
	USM TITLE V CONTRACT 6867							
	JUVENILE ACCT.INCENTI 6868							
	METH GRANT CONTRACT 6869							
	SERVICES NOT SPECIFIED 6999							
31662	OTHER SERVICES & CHA	797000		186413	610587	16.6 23.3	321,478	40.3
36079	OTHER SERVICES & CHAR	918000		216314	701686	16.6 23.5	379,884	41.3
VEHICLES								
	AUTOMOBILES 7400							
VEHICLES								
CAPITAL OUTLAY								
72076	EXPENDITURES	1199300		291885	907415	16.6 24.3	552,010	46.0

CITY OF HATTIESBURG

001191 - GENERAL FUND-TRAFFIC MAINT.

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN	PERCENT ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES									
16477	REGULAR WAGES 4000	215781		32954	182827	16.6	15.2	18,057-	8.3-
	DISASTER RECOVERY WAGE 4010								
2034	OVERTIME 4300	16000		4806	11194	16.6	30.0	12,836	80.2
	DISASTER RECOVERY OVER 4310								
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18511	SALARIES	231781		37760	194021	16.6	16.2	5,221-	2.2-
EMPLOYEE BENEFITS									
3221	STATE RETIREMENT 4600	40330		6570	33760	16.6	16.2	910-	2.2-
1364	F.I.C.A. TAXES 4700	17740		2784	14956	16.6	15.6	1,036-	5.8-
4640	HOSPITALIZATION INS. 4800	61100		9280	51820	16.6	15.1	5,420-	8.8-
	UNEMPLOYMENT BENEFITS 4900	2300		2278	22	16.6	99.0	11,368	494.2
	WORKMAN'S COMPENSATION 4910	14500			14500	16.6		14,500-	100.0-
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9225	EMPLOYEE BENEFITS	135970		20912	115058	16.6	15.3	10,498-	7.7-
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27735	PERSONAL SERVICES	367751		58672	309079	16.6	15.9	15,719-	4.2-
OFFICE SUPPLIES									
	PAPER 5003	300			300	16.6		300-	100.0-
	PRINTED FORMS 5005								
	OTHER EXPENDABLE OFF.S 5010	1000			1000	16.6		1,000-	100.0-
	MINOR OFFICE EQUIP/FUR 5020								
	PHOTO SUPPLIES 5040								
	SUBSCRIPTIONS,MAGS,MAP 5050								
	BOOKS 5070								
	COMPUTER SUPPLIES 5080	600			600	16.6		600-	100.0-
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	OFFICE SUPPLIES	1900			1900	16.6		1,900-	100.0-
OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP 5100	200		54	146	16.6	27.0	124	62.0
37	HOUSEHOLD SUPPLIES 5110	1500		187	1313	16.6	12.4	378-	25.2-
	FOOD 5115								
1-	MEDICAL SUPPLIES 5120	50		19	31	16.6	38.0	64	128.0
	CHEMICALS 5130			6-	6			36	
1511	GAS AND OIL 5250	16000		2886	13114	16.6	18.0	1,316	8.2
	LUBRICANTS 5255	100			100	16.6		100-	100.0-
114	DIESEL FUEL 5257	2000		262	1738	16.6	13.1	428-	21.4-
550	WEARING APPAREL 5355	1100		550	550	16.6	50.0	2,200	200.0
	ASPHALT & ASPHALT PROD 5400								
	CONCRETE, CEMENT, ETC. 5405								
	SAND,CLAY,GRVL,FILL DI 5415								
	HORT./LANDSCAPING SPLY 5440								
	HAND TOOLS 5450	1520		57-	1577	16.6	3.7	1,178-	77.5-
	MINOR EQUIPMENT 5460	2450			2450	16.6		2,450-	100.0-

	BUILDING R&M	6350							
	DISASTER REPAIRS	6351							
	STREETS & STRUCTURES R	6360							
	OFFICE EQUIPMENT R&M	6365	440		440	16.6		440-	100.0-
	TRAFFIC CONTROL EQ. R&	6375	5644		5644	16.6		5,644-	100.0-
	FIXED EQUIPMENT R&M	6380							
	MINOR EQUIPMENT R&M	6382	150		150	16.6		150-	100.0-
	MOTOR VEHICLE EQ. R&M	6384	6150	2515	3635	16.6	40.8	8,940	145.3
	COMMUNICATION EQ. R&M	6390	525		525	16.6		525-	100.0-
	DISINFECT./EXTERMINATI	6394	700	45	655	16.6	6.4	430-	61.4-
	SIGN PAINTING	6396							
	TOW IN CHARGES	6398	200		200	16.6		200-	100.0-
200	OTHER REPAIRS AND MAIN	6399	1200	200	1000	16.6	16.6		
200	REPR/MAINT-OUTSIDE L		15009	2760	12249	16.6	18.3	1,551	10.3
	RENTALS								
	MACHINERY RENT	6420							
	CYLINDER RENT	6425	350		350	16.6		350-	100.0-
136	UNIFORM RENT	6430	3104	304	2800	16.6	9.7	1,280-	41.2-
32	MOP-MAT-RAG RENT	6435	459	71	388	16.6	15.4	33-	7.1-
	OTHER RENT	6449	248		248	16.6		248-	100.0-
168	RENTALS		4161	376	3785	16.6	9.0	1,905-	45.7-
	OTHER SERVICES & CHARGE								
35	DUES AND MEMBERSHIPS	6840	600	35	565	16.6	5.8	390-	65.0-
25	REGISTRATION FEE/TUITI	6845	1160	25	1135	16.6	2.1	1,010-	87.0-
	LAUNDRY	6850							
750	CUSTODIAL SERVICE	6870	4500	1125	3375	16.6	25.0	2,250	50.0
	SERVICES NOT SPECIFIED	6999	1350		1350	16.6		1,350-	100.0-
810	OTHER SERVICES & CHA		7610	1185	6425	16.6	15.5	500-	6.5-
2335	OTHER SERVICES & CHAR		46447	7280	39167	16.6	15.6	2,767-	5.9-
	BUILDING/BLD IMPROVEMEN								
	BUILDING IMPROVEMENTS	7150							
	RENOVATE WALNUT ST.BL	7150 22							
	TRAFFIC SHOP IMPROVEM	7150 32							
	BUILDING IMPROVEMEN								
	BUILDING/BLD IMPROVE								
	MACHINERY AND EQUIPMENT								
	HOUSEHOLD FURN/EQUIP.	7320							
	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327							
	COMMUNICATION EQUIPMEN	7355							
	TRAFFIC CONTROL EQUIP.	7360							
	OTHER EQUIPMENT	7399							
	MACHINERY AND EQUIPM								
	VEHICLES								

	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
	HEAVY TRUCKS	7430								
	SPECIAL TRUCKS	7450								
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	VEHICLES									
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	CAPITAL OUTLAY									
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35066	EXPENDITURES		636070	4,620	74452	556999	16.6	11.7	189,358-	29.7-

001201 - GENERAL FUND-STREET DIV.

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN	ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES									
48738	REGULAR WAGES 4000	654774		98591	556184	16.6	15.0	63,228-	9.6-
	DISASTER RECOVERY WAGE 4010								
1056	OVERTIME 4300	30000		3690	26310	16.6	12.3	7,860-	26.2-
	DISASTER RECOVERY OVER 4310								
49795	SALARIES	684774		102281	582493	16.6	14.9	71,088-	10.3-
EMPLOYEE BENEFITS									
8664	STATE RETIREMENT 4600	119150		17797	101353	16.6	14.9	12,368-	10.3-
3731	F.I.C.A. TAXES 4700	52400		7673	44727	16.6	14.6	6,362-	12.1-
12180	HOSPITALIZATION INS. 4800	163800		23780	140020	16.6	14.5	21,120-	12.8-
	UNEMPLOYMENT BENEFITS 4900	6000			6000	16.6		6,000-	100.0-
	WORKMAN'S COMPENSATION 4910	66000			66000	16.6		66,000-	100.0-
24575	EMPLOYEE BENEFITS	407350		49250	358100	16.6	12.0	111,850-	27.4-
74370	PERSONAL SERVICES	1092124		151530	940594	16.6	13.8	182,944-	16.7-
OFFICE SUPPLIES									
	PAPER 5003								
	PRINTED FORMS 5005								
	OTHER EXPENDABLE OFF.S 5010	500			500	16.6		500-	100.0-
	MINOR OFFICE EQUIP/FUR 5020	2500			2500	16.6		2,500-	100.0-
	SUBSCRIPTIONS, MAGS, MAP 5050								
	OFFICE SUPPLIES	3000			3000	16.6		3,000-	100.0-
OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP 5100	3072		497	2575	16.6	16.1	90-	2.9-
115	HOUSEHOLD SUPPLIES 5110	1000	339	482	179	16.6	48.2	1,892	189.2
	FOOD 5115								
	MEDICAL SUPPLIES 5120								
	CHEMICALS 5130	11000			11000	16.6		11,000-	100.0-
2152	GAS AND OIL 5250	30000		3990	26010	16.6	13.3	6,060-	20.2-
	LUBRICANTS 5255	2500			2500	16.6		2,500-	100.0-
3139	DIESEL FUEL 5257	65000		7034	57966	16.6	10.8	22,796-	35.0-
817	WEARING APPAREL 5355	3800		817	2983	16.6	21.5	1,102	29.0
	ASPHALT & ASPHALT PROD 5400	56000	11,025	4039	40936	16.6	7.2	31,766-	56.7-
440	CONCRETE, CEMENT, ETC. 5405	44500	3,600	440	40460	16.6	.9	41,860-	94.0-
	BRICK, STONE, MORTAR, ETC 5410	30000			30000	16.6		30,000-	100.0-
	SAND, CLAY, GRVL, FILL DI 5415	14000			14000	16.6		14,000-	100.0-
	DRAINAGE PIPE & CULVER 5420	17000			17000	16.6		17,000-	100.0-
	HORT./LANDSCAPING SPLY 5440	800			800	16.6		800-	100.0-
	HAND TOOLS 5450	3000			3000	16.6		3,000-	100.0-
	MINOR EQUIPMENT 5460	7500			7500	16.6		7,500-	100.0-

20682	STREET MARKING SUPPLIE	5550								
	OTHER OPERATING MATL/S	5590	45490		21082	24408	16.6	46.3	81,002	178.0
27346	OPERATING SUPPLIES		334662	14,964	38383	281315	16.6	11.4	104,364	31.1
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	5000		468	4532	16.6	9.3	2,192	43.8
	ELECTRICAL SUPPLIES	5605	3000		127	2873	16.6	4.2	2,238	74.6
120	PLUMBING SUPPLIES	5610	1900		120	1780	16.6	6.3	1,180	62.1
	STRUCTURAL STEEL & IRO	5620	8680			8680	16.6		8,680	100.0
	PAINT AND PAINTING SPL	5650	1200			1200	16.6		1,200	100.0
12472	MTR VEHICLE REP. PTS/S	5700	99000	485	17098	81417	16.6	17.2	3,588	3.6
	COMMUNICATION REPAIR P	5750	1000			1000	16.6		1,000	100.0
365	AGRICLTRL REPAIR PTS/S	5755	13400	135	365	12900	16.6	2.7	11,210	83.6
	OTHER REPAIR/MAINT. SP	5990	634			634	16.6		634	100.0
	DISASTER REPAIR SUPPLI	5995								
12957	REPAIR & MAINTENANCE		133814	620	18178	115016	16.6	13.5	24,746	18.4
40303	SUPPLIES AND EXPENSES		471476	15,584	56561	399331	16.6	11.9	132,110	28.0
	PROFESSIONAL SERVICES									
	LOT CLEARING	6018								
	MEDICAL	6027								
465	OTHER PROFESSIONAL SER	6049	29800		11214	18586	16.6	37.6	37,484	125.7
465	PROFESSIONAL SERVICE		29800		11214	18586	16.6	37.6	37,484	125.7
	TRANSPORTATION									
194	TRAVEL EXPENSE	6110	3700		164	3536	16.6	4.4	2,716	73.4
161	FREIGHT	6120	3000		161	2839	16.6	5.3	2,034	67.8
	MESSENGER/EXPRESS SERV	6130								
355	TRANSPORTATION		6700		325	6375	16.6	4.8	4,750	70.8
	ADVERTISING									
	ADVERTISING	6150								
	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	PRINTING AND BINDING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
	INSURANCE									
	UTILITIES									
	ELECTRICITY	6305	5000			5000	16.6		5,000	100.0
	UTILITIES		5000			5000	16.6		5,000	100.0
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	DISASTER REPAIRS	6351								

	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
	STREETS & STRUCTURES R	6360								
	MISC PAVING	6360 01								
	VENETIAN WAY AREA	6360 02								
	S 27TH/O'FERRELL AREA	6360 03								
	W 4TH-COLUMBIA ST ARE	6360 04								
	MCINNIS LOOP/CAMBRIDG	6360 05								
	DABBS ST/MLK AREA	6360 06								
	S 40TH/BONHOMIE	6360 07								
	STANLEY/HWY 42 AREA	6360 08								
	PINE HILLS/SANDLEWOOD	6360 09								
	N 35TH/USM AREA	6360 10								
	S 36TH/MAMIE ST AREA	6360 11								
	S 34TH/MANDALAY AREA	6360 12								
	S H'BURG/S CHANCELLOR	6360 13								
	BROAD ST/CAPITAL ST A	6360 14								
	MOBILE/BOUIE ST AREA	6360 15								
	CHALMETTE/WINDGATE	6360 16								
	HONEYSUCKLE/DOGWOOD	6360 17								
	ADELINE/S 16TH AREA	6360 18								
	DUMAS/FLORENCE ST ARE	6360 19								
	S 16TH/CORRINE ST ARE	6360 20								
	ACADEMY DR-BLC AIRPOR	6360 21								
	COTTAGES AT TURTLE CR	6360 22								
	CLASSIC DR/J ED TURNE	6360 23								
	E 5TH ST/E 6TH ST ARE	6360 24								
	HALL/ELIZABETH AVE	6360 25								
	MANDALAY/HILLENDALE	6360 26								
	ARLINGTON LOOP/S 34TH	6360 27								
	N. 31st Ave/HILLSIDE	6360 28								
	DWNTWN AREA VAR STS &	6360 29								
	CAMP ST DESIGN	6360 30								
	LONG RANGE PAVING PLA	6360 99	1952000	379,993	678	1571330	16.6		1,947,932-	99.7-
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	STREETS & STRUCTURE		1952000	379,993	678	1571330	16.6		1,947,932-	99.7-
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382	1000			1000	16.6		1,000-	100.0-
	MOTOR VEHICLE EQ. R&M	6384	80300		1012	79288	16.6	1.2	74,228-	92.4-
	AGRICULTURAL EQ. R&M	6387	6000	485		5515	16.6		6,000-	100.0-
	COMMUNICATION EQ. R&M	6390								
	SIGN PAINTING	6396								
100	TOW IN CHARGES	6398	1500		100	1400	16.6	6.6	900-	60.0-
	OTHER REPAIRS AND MAIN	6399	9000		181	8819	16.6	2.0	7,914-	87.9-
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100	REPR/MAINT-OUTSIDE L		2049800	380,478	1971	1667351	16.6		2,037,974-	99.4-
	RENTALS									
	AUTOMOTIVE EQ. RENT	6415								
10-	MACHINERY RENT	6420	9410		2399	7011	16.6	25.4	4,984	52.9
1710	UNIFORM RENT	6430	8200		3766	4434	16.6	45.9	14,396	175.5
	OTHER RENT	6449	600			600	16.6		600-	100.0-

1699	RENTALS	18210		6166	12044	16.6	33.8	18,786	103.1
	OTHER SERVICES & CHARGE								
	DUES AND MEMBERSHIPS 6840	250		35	215	16.6	14.0	40-	16.0-
25	REGISTRATION FEE/TUITI 6845	2950		25	2925	16.6	.8	2,800-	94.9-
84	SERVICES NOT SPECIFIED 6999	8000		169	7831	16.6	2.1	6,986-	87.3-
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109	OTHER SERVICES & CHA	11200		229	10971	16.6	2.0	9,826-	87.7-
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2729	OTHER SERVICES & CHAR	2120710	380,478	19904	1720328	16.6	.9	2,001,286-	94.3-
	IMPROVEMENT OTHER THAN								
	BRIDGES 7210								
	SEWERS 7220								
	IND.PARK WTR/SWR IMPR 7220 03								
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	SEWERS								
	B/WAY, E. HARDY-SBA 7223								
	KAB/LANDSCAPING 7226								
	STREETS & ROADWAYS 7230								
	INDUSTRIAL PARK ROADS 7230 02								
	W.4TH-HWY 49 TO 38TH 7230 15								
	HARDY ST-MCLEOD TO 25 7230 16								
	OTHER STREET IMPR. 7230 99								
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	STREETS & ROADWAYS								
	OTHER IMPROVEMENTS 7295								
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	IMPROVEMENT OTHER TH								
	MACHINERY AND EQUIPMENT								
	HOUSEHOLD FURN/EQUIP. 7320								
	CONSTRUCTION EQUIPMENT 7345								
	COMMUNICATION EQUIPMEN 7355								
	PIPE 7370								
	OTHER EQUIPMENT 7399								
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	MACHINERY AND EQUIPM								
	VEHICLES								
	AUTOMOBILES 7400								
	PICK UP TRUCKS 7420								
	HEAVY TRUCKS 7430								
	DUMP TRUCKS 7440								
	SPECIAL TRUCKS 7450	300000			300000	16.6		300,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----	-----
	VEHICLES	300000			300000	16.6		300,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY	300000			300000	16.6		300,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----	-----
117402	EXPENDITURES	3984310	396,062	227996	3360252	16.6	5.7	2,616,334-	65.6-

001202 - GENERAL FUND-STREET LIGHTS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL		OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	UTILITIES								
110010	ELECTRICITY	6305	1320000		218797	1101203	16.6 16.5	7,218-	.5-
-----			-----	-----	-----	-----	-----	-----	-----
110010	UTILITIES		1320000		218797	1101203	16.6 16.5	7,218-	.5-
-----			-----	-----	-----	-----	-----	-----	-----
110010	OTHER SERVICES & CHAR		1320000		218797	1101203	16.6 16.5	7,218-	.5-
	IMPROVEMENT OTHER THAN STREET LIGHTING	7235							
-----			-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH								
-----			-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY								
-----			-----	-----	-----	-----	-----	-----	-----
110010	EXPENDITURES		1320000		218797	1101203	16.6 16.5	7,218-	.5-

001203 - GENERAL FUND-ENGR/PUBLIC SER

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN	PERCENT ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES									
23579	REGULAR WAGES 4000	308348		47246	261102	16.6	15.3	24,872-	8.0-
	DISASTER RECOVERY WAGE 4010								
70	OVERTIME 4300	800		228	572	16.6	28.5	568	71.0
	DISASTER RECOVERY OVER 4310								
23649	SALARIES	309148		47475	261673	16.6	15.3	24,298-	7.8-
EMPLOYEE BENEFITS									
3958	STATE RETIREMENT 4600	53800		7932	45868	16.6	14.7	6,208-	11.5-
1757	F.I.C.A. TAXES 4700	23650		3528	20122	16.6	14.9	2,482-	10.4-
3480	HOSPITALIZATION INS. 4800	46800		6960	39840	16.6	14.8	5,040-	10.7-
	UNEMPLOYMENT BENEFITS 4900	1000			1000	16.6		1,000-	100.0-
	WORKMAN'S COMPENSATION 4910	9200			9200	16.6		9,200-	100.0-
9196	EMPLOYEE BENEFITS	134450		18420	116030	16.6	13.7	23,930-	17.7-
32845	PERSONAL SERVICES	443598		65895	377703	16.6	14.8	48,228-	10.8-
OFFICE SUPPLIES									
	PAPER 5003	325		288	37	16.6	88.6	1,403	431.6
	PRINTED FORMS 5005								
380	OTHER EXPENDABLE OFF.S 5010	1575		1376	199	16.6	87.3	6,681	424.1
40	MINOR OFFICE EQUIP/FUR 5020	500		40	460	16.6	8.0	260-	52.0-
	PHOTO SUPPLIES 5040								
	SUBSCRIPTIONS,MAGS,MAP 5050								
	MAPS FOR RESALE 5060								
	BOOKS 5070								
202	COMPUTER SUPPLIES 5080	2900		340	2560	16.6	11.7	860-	29.6-
622	OFFICE SUPPLIES	5300		2044	3256	16.6	38.5	6,964	131.3
OPERATING SUPPLIES									
	FOOD 5115	200			200	16.6		200-	100.0-
	MEDICAL SUPPLIES 5120								
119	GAS AND OIL 5250	2200		282	1918	16.6	12.8	508-	23.0-
	LUBRICANTS 5255								
	WEARING APPAREL 5355	250			250	16.6		250-	100.0-
	HORT./LANDSCAPING SPLY 5440								
	MINOR EQUIPMENT 5460	800			800	16.6		800-	100.0-
	OTHER OPERATING MATL/S 5590	400		154	246	16.6	38.5	524	131.0
119	OPERATING SUPPLIES	3850		436	3414	16.6	11.3	1,234-	32.0-
REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S 5600	375			375	16.6		375-	100.0-
	ELECTRICAL SUPPLIES 5605	100			100	16.6		100-	100.0-

	PAINT AND PAINTING SPL	5650							
	MTR VEHICLE REP. PTS/S	5700	1250	175	1075	16.6		1,250-	100.0-
	COMMUNICATION REPAIR P	5750	100		100	16.6		100-	100.0-
	OTHER REPAIR/MAINT. SP	5990	100		100	16.6		100-	100.0-
	DISASTER REPAIR SUPPLI	5995							
	REPAIR & MAINTENANCE		1925	175	1750	16.6		1,925-	100.0-
742	SUPPLIES AND EXPENSES		11075	175	2479	8421	16.6 22.3	3,799	34.3
	PROFESSIONAL SERVICES								
27290	ENGINEERING	6015	238177	99669	138508	16.6 41.8		359,837	151.0
	CONSULTANT SERV/SURVEY	6020	10550		10550	16.6		10,550-	100.0-
	ABSTRACTING & RECORDIN	6023							
15290	OTHER PROFESSIONAL SER	6049	87000	60415	26585	16.6 69.4		275,490	316.6
42580	PROFESSIONAL SERVICE		335727	160084	175643	16.6 47.6		624,777	186.0
	COMMUNICATIONS								
214	TELEPHONE AND TELEGRAP	6060	3300	427	2873	16.6 12.9		738-	22.3-
239	POSTAGE	6070	1300	239	1061	16.6 18.3		134	10.3
453	COMMUNICATIONS		4600	667	3933	16.6 14.5		598-	13.0-
	TRANSPORTATION								
	TRAVEL EXPENSE	6110	4000		4000	16.6		4,000-	100.0-
	FREIGHT	6120	450	84	366	16.6 18.6		54	12.0
	MESSENGER/EXPRESS SERV	6130							
	TRANSPORTATION		4450	84	4366	16.6 1.8		3,946-	88.6-
	ADVERTISING								
130	ADVERTISING	6150	150	130	20	16.6 86.6		630	420.0
130	ADVERTISING		150	130	20	16.6 86.6		630	420.0
	PRINTING AND BINDING								
	PRINTING	6200	200		200	16.6		200-	100.0-
	BLUELINES	6210							
	FILM PROCESSING	6240							
	PRINTING AND BINDING		200		200	16.6		200-	100.0-
	INSURANCE								
	AUTOMOBILE INSURANCE	6265							
	SURETY AND FORGERY BON	6270							
	INSURANCE								
	UTILITIES								
38	GAS	6300	1800	71	1729	16.6 3.9		1,374-	76.3-
400	ELECTRICITY	6305	4500	1050	3450	16.6 23.3		1,800	40.0
438	UTILITIES		6300	1121	5179	16.6 17.7		426	6.7
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M	6350	1500		1500	16.6		1,500-	100.0-
	DISASTER REPAIRS	6351							
	STREETS & STRUCTURES R	6360							

	OFFICE EQUIPMENT R&M	6365								
	MINOR EQUIPMENT R&M	6382	1000		1000	16.6		1,000-	100.0-	
	MOTOR VEHICLE EQ. R&M	6384	1000		1000	16.6		1,000-	100.0-	
	COMMUNICATION EQ. R&M	6390								
	DISINFECT./EXTERMINATI	6394	750	55	695	16.6	7.3	420-	56.0-	
	TOW IN CHARGES	6398								
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	REPR/MAINT-OUTSIDE L		4250	55	4195	16.6	1.2	3,920-	92.2-	
	RENTALS									
262	OFFICE EQUIPMENT RENT	6410	4000	262	3738	16.6	6.5	2,428-	60.7-	
	UNIFORM RENT	6430								
	OTHER RENT	6449								
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262	RENTALS		4000	262	3738	16.6	6.5	2,428-	60.7-	
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840	370		370	16.6		370-	100.0-	
	REGISTRATION FEE/TUITI	6845	2500		2500	16.6		2,500-	100.0-	
990	CUSTODIAL SERVICE	6870	5940	1485	4455	16.6	25.0	2,970	50.0	
	SERVICES NOT SPECIFIED	6999								
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990	OTHER SERVICES & CHA		8810	1485	7325	16.6	16.8	100	1.1	
-----			-----	-----	-----	-----	-----	-----	-----	
44853	OTHER SERVICES & CHAR		368487	163887	204600	16.6	44.4	614,835	166.8	
	LAND									
	EASEMENTS	7010								
	OTHER IMPROVEMENTS	7295								
	WHEEL CHAIR CHARGING	7295 01								
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	OTHER IMPROVEMENTS									
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	LAND									
	MACHINERY AND EQUIPMENT									
	ENGINEERING	7305								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	COMMUNICATION EQUIPMEN	7355								
	EMERGENCY GENERATORS	7362								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
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	VEHICLES									
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	CAPITAL OUTLAY									
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78439	EXPENDITURES		823160	175	232262	590723	16.6	28.2	570,412	69.2

001204 - GENERAL FUND-SHOP DIVISION

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
25392	REGULAR WAGES 4000	340340		46984	293356	16.6 13.8	58,436-	17.1-
	DISASTER RECOVERY WAGE 4010							
1640	OVERTIME 4300	16000		3626	12374	16.6 22.6	5,756	35.9
	DISASTER RECOVERY OVER 4310							
27032	SALARIES	356340		50609	305731	16.6 14.2	52,686-	14.7-
EMPLOYEE BENEFITS								
4704	STATE RETIREMENT 4600	62010		8806	53204	16.6 14.2	9,174-	14.7-
1967	F.I.C.A. TAXES 4700	27260		3673	23587	16.6 13.4	5,222-	19.1-
4930	HOSPITALIZATION INS. 4800	78000		9570	68430	16.6 12.2	20,580-	26.3-
	UNEMPLOYMENT BENEFITS 4900	1000			1000	16.6	1,000-	100.0-
	WORKMAN'S COMPENSATION 4910	11000			11000	16.6	11,000-	100.0-
11601	EMPLOYEE BENEFITS	179270		22049	157221	16.6 12.2	46,976-	26.2-
38633	PERSONAL SERVICES	535610		72658	462952	16.6 13.5	99,662-	18.6-
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010							
	MINOR OFFICE EQUIP/FUR 5020							
OFFICE SUPPLIES								
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100							
	HOUSEHOLD SUPPLIES 5110							
	FOOD 5115							
	MEDICAL SUPPLIES 5120							
3757	CHEMICALS 5130	6310		3757	2553	16.6 59.5	16,232	257.2
53	GAS AND OIL 5250	9000	75	168	8757	16.6 1.8	7,992-	88.8-
	LUBRICANTS 5255	3190		3188	2	16.6 99.9	15,938	499.6
62	DIESEL FUEL 5257	3000		124	2876	16.6 4.1	2,256-	75.2-
	WEARING APPAREL 5355							
68	HAND TOOLS 5450	1000		162	838	16.6 16.2	28-	2.8-
	MINOR EQUIPMENT 5460	1500			1500	16.6	1,500-	100.0-
	OTHER OPERATING MATL/S 5590	1441		487	954	16.6 33.7	1,481	102.7
3940	OPERATING SUPPLIES	25441	75	7885	17481	16.6 30.9	21,869	85.9
REPAIR & MAINTENANCE SP								
57	BUILDING MATERIALS & S 5600	4291		57	4234	16.6 1.3	3,949-	92.0-
	ELECTRICAL SUPPLIES 5605	800			800	16.6	800-	100.0-
	PLUMBING SUPPLIES 5610	300			300	16.6	300-	100.0-

3590	OTHER SERVICES & CHAR	41484		5930	35554	16.6	14.2	5,904-	14.2-
	BUILDING/BLD IMPROVEMEN								
	BUILDINGS 7100								
	PUBLIC WORKS SHOP BLD 7100 05								
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	BUILDINGS								
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	BUILDING/BLD IMPROVE								
	IMPROVEMENT OTHER THAN								
	OTHER IMPROVEMENTS 7295								
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	IMPROVEMENT OTHER TH								
	MACHINERY AND EQUIPMENT								
	HOUSEHOLD FURN/EQUIP. 7320								
	PLANT EQUIPMENT 7340								
	OTHER EQUIPMENT 7399								
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	MACHINERY AND EQUIPM								
	VEHICLES								
	AUTOMOBILES 7400								
	PICK UP TRUCKS 7420								
	SPECIAL TRUCKS 7450								
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	VEHICLES								
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	CAPITAL OUTLAY								
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47294	EXPENDITURES	625480	163	88448	536869	16.6	14.1	94,792-	15.1-

001205 - GENERAL FUND-G O & F S DIV.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
	REGULAR WAGES 4000							
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300							
	DISASTER RECOVERY OVER 4310							
-----		-----	-----	-----	-----	-----	-----	-----
SALARIES								
EMPLOYEE BENEFITS								
	STATE RETIREMENT 4600							
	F.I.C.A. TAXES 4700							
	HOSPITALIZATION INS. 4800							
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910							
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EMPLOYEE BENEFITS								
-----		-----	-----	-----	-----	-----	-----	-----
PERSONAL SERVICES								
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010	1800			1800	16.6	1,800-	100.0-
	MINOR OFFICE EQUIP/FUR 5020	1000			1000	16.6	1,000-	100.0-
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070	220			220	16.6	220-	100.0-
	COMPUTER SUPPLIES 5080							
-----		-----	-----	-----	-----	-----	-----	-----
	OFFICE SUPPLIES	3020			3020	16.6	3,020-	100.0-
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100	1000			1000	16.6	1,000-	100.0-
57	HOUSEHOLD SUPPLIES 5110	400		57	343	16.6	58-	14.5-
	MEDICAL SUPPLIES 5120	300			300	16.6	300-	100.0-
	CHEMICALS 5130							
40	DIESEL FUEL-GENERATORS 5257	800		77	723	16.6	9.6	338-
	WEARING APPAREL 5355							
	HAND TOOLS 5450							
	MINOR EQUIPMENT 5460							
	OTHER OPERATING MATL/S 5590	500			500	16.6	500-	100.0-
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97	OPERATING SUPPLIES	3000		134	2866	16.6	4.4	2,196-
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600	500			500	16.6	500-	100.0-
	ELECTRICAL SUPPLIES 5605							
	PLUMBING SUPPLIES 5610	100			100	16.6	100-	100.0-

PAINT AND PAINTING SPL 5650
 COMMUNICATION REPAIR P 5750

-----	REPAIR & MAINTENANCE	600	-----	-----	600	16.6	-----	600-	100.0-
-----	97	SUPPLIES AND EXPENSES	6620	-----	134	6486	16.6 2.0	5,816-	87.8-
-----	PROFESSIONAL SERVICES								
-----	OTHER PROFESSIONAL SER 6049	6650	-----	466	6184	16.6 7.0	-----	3,854-	57.9-
-----	PROFESSIONAL SERVICE	6650	-----	466	6184	16.6 7.0	-----	3,854-	57.9-
-----	1675	TELEPHONE AND TELEGRAP 6060	7300	-----	2374	4926	16.6 32.5	6,944	95.1
-----	1675	POSTAGE 6070	7300	-----	2374	4926	16.6 32.5	6,944	95.1
-----	66	UTILITIES	800	-----	132	669	16.6 16.5	8-	1.0-
-----	66	UTILITIES	800	-----	132	669	16.6 16.5	8-	1.0-
-----	REPR/MAINT-OUTSIDE LABO								
-----	DISASTER REPAIRS 6351								
-----	OFFICE EQUIPMENT R&M 6365								
-----	HOUSEHOLD EQUIPMENT R& 6370								
-----	FIXED EQUIPMENT R&M 6380								
-----	MINOR EQUIPMENT R&M 6382								
-----	COMMUNICATION EQ. R&M 6390								
-----	DISINFECT./EXTERMINATI 6394	1500	-----	235	1265	16.6 15.6	-----	90-	6.0-
-----	REPR/MAINT-OUTSIDE L	1500	-----	235	1265	16.6 15.6	-----	90-	6.0-
-----	RENTALS								
-----	OFFICE EQUIPMENT RENT 6410								
-----	UNIFORM RENT 6430								
-----	MOP-MAT-RAG RENT 6435	1900	-----		1900	16.6	-----	1,900-	100.0-
-----	RENTALS	1900	-----		1900	16.6	-----	1,900-	100.0-
-----	OTHER SERVICES & CHARGE								
-----	REGISTRATION FEE/TUITI 6845								
-----	LAUNDRY 6850								
-----	OTHER SERVICES & CHA								
-----	1741	OTHER SERVICES & CHAR	18150	-----	3207	14943	16.6 17.6	1,092	6.0
-----	BUILDING/BLD IMPROVEMEN								
-----	BUILDINGS 7100								
-----	PUB.SERV./SANITA.BLDG 7100 18								

-----	BUILDINGS	-----	-----	-----	-----	-----	-----	-----
	BUILDING IMPROVEMENTS 7150							
	AUTOMATED FUEL CTR-BA 7150 03							
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	BUILDING IMPROVEMEN							
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	BUILDING/BLD IMPROVE							
	MACHINERY AND EQUIPMENT							
	HOUSEHOLD FURN/EQUIP. 7320							
	OFFICE FURN/EQUIP. 7325							
	DATA PROCESSING EQUIP. 7327							
	FUEL FAC.SOFTWARE/EQ 7328	10750			10750	16.6		10,750- 100.0-
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	MACHINERY AND EQUIPM	10750			10750	16.6		10,750- 100.0-
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	CAPITAL OUTLAY	10750			10750	16.6		10,750- 100.0-
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1837	EXPENDITURES	35520		3341	32179	16.6	9.4	15,474- 43.5-

001206 - GENERAL FUND-DRAINAGE DIV.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
	REGULAR WAGES 4000							
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300							
	DISASTER RECOVERY OVER 4310							
SALARIES								
EMPLOYEE BENEFITS								
	STATE RETIREMENT 4600							
	F.I.C.A. TAXES 4700							
	HOSPITALIZATION INS. 4800							
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910							
EMPLOYEE BENEFITS								
PERSONAL SERVICES								
OPERATING SUPPLIES								
	CHEMICALS 5130							
299	GAS AND OIL 5250	5000		647	4353	16.6	12.9	1,118- 22.3-
	LUBRICANTS 5255							
	DIESEL FUEL 5257	500			500	16.6		500- 100.0-
	WEARING APPAREL 5355	1200			1200	16.6		1,200- 100.0-
	CONCRETE, CEMENT, ETC. 5405	15000			15000	16.6		15,000- 100.0-
	BRICK, STONE, MORTAR, ETC 5410	2000			2000	16.6		2,000- 100.0-
	SAND, CLAY, GRVL, FILL DI 5415	2500			2500	16.6		2,500- 100.0-
	DRAINAGE PIPE & CULVER 5420	20000			20000	16.6		20,000- 100.0-
	HORT./LANDSCAPING SPLY 5440							
	HAND TOOLS 5450	1000		66-	1066	16.6	6.6	604- 60.4-
	MINOR EQUIPMENT 5460	1400			1400	16.6		1,400- 100.0-
	OTHER OPERATING MATL/S 5590	1200			1200	16.6		1,200- 100.0-
	OTHER OPER. MATL-BROWNS 5591							
299	OPERATING SUPPLIES	49800		581	49219	16.6	1.1	46,314- 93.0-
REPAIR & MAINTENANCE SP								
	STRUCTURAL STEEL & IRO 5620							
	MTR VEHICLE REP. PTS/S 5700	2000			2000	16.6		2,000- 100.0-
	COMMUNICATION REPAIR P 5750							
REPAIR & MAINTENANCE								
		2000			2000	16.6		2,000- 100.0-
299	SUPPLIES AND EXPENSES	51800		581	51219	16.6	1.1	48,314- 93.2-

	PROFESSIONAL SERVICES									
	CONSULTANT SERV-BROWNS	6020								
	OTHER PROFESSIONAL SER	6049	15000		1050	13950	16.6	7.0	8,700-	58.0-
	PROFESSIONAL SERVICE		15000		1050	13950	16.6	7.0	8,700-	58.0-
	TRANSPORTATION									
	TRVL EXP-BROWNSFIELD P	6116								
	FREIGHT	6120								
	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
	ADVERTISING									
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
	INSURANCE									
	UTILITIES									
	ELECTRICITY	6305								
	UTILITIES									
	REPR/MAINT-OUTSIDE LABO									
	STREETS & STRUCTURES R	6360	99300	39,150	15150	45000	16.6	15.2	8,400-	8.4-
	DRAINAGE MAINTENANCE	6360 01								
	DRAINAGE IMPROVEMENTS	6360 02								
	STREETS & STRUCTURE		99300	78,300	15150	45000	16.6	15.2	8,400-	8.4-
	MOTOR VEHICLE EQ. R&M	6384	2700			2700	16.6		2,700-	100.0-
	COMMUNICATION EQ. R&M	6390								
	TOW IN CHARGES	6398	500			500	16.6		500-	100.0-
	REPR/MAINT-OUTSIDE L		102500	39,150	15150	48200	16.6	14.7	11,600-	11.3-
	RENTALS									
	MACHINERY RENT	6420								
	UNIFORM RENT	6430	600			600	16.6		600-	100.0-
	RENTALS		600			600	16.6		600-	100.0-
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999								
	OTHER SERVICES & CHA									
	OTHER SERVICES & CHAR		118100	39,150	16200	62750	16.6	13.7	20,900-	17.6-
	LAND									
	LAND	7000								
	EASEMENTS	7010								
	LAND									
	IMPROVEMENT OTHER THAN									
	DRAINS	7215								

	NRCS EROSION CONTROL	7215 01	155000	1,150		153850	16.6		155,000-	100.0-
	GORDONS CREEK MARCH 2	7215 02								
	PRIORITY ONE DRAINAGE	7215 10	7310			7310	16.6		7,310-	100.0-
	HWY 98/PARRIS JEWELER	7215 35	150000			150000	16.6		150,000-	100.0-
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	DRAINS		312310	1,150		311160	16.6		312,310-	100.0-
20402	OTHER IMPROVEMENTS	7295	400000	5,000	20402	374598	16.6	5.1	277,588-	69.3-
	MISC. PROJECTS	7296								
	ENVIRON PROJ-KERR MAG	7296 01								
	ENVIRON PROJ-MS TANK	7296 02								
	NCBM-BROWNFIELDS STUD	7296 03								
	ENVIRON PROJ-BROWNSFI	7296 04								
	DEQ-CREEK BANK-RIVER	7296 05								
	CREEK - LILLIE BURNEY	7296 06								
	CREEK - DEPOT BAKERY	7296 07								
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	MISC. PROJECTS									
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20402	IMPROVEMENT OTHER TH		712310	6,150	20402	685758	16.6	2.8	589,898-	82.8-
	MACHINERY AND EQUIPMENT									
	DP EQUIP-BROWNSFIELD P	7324								
	CONSTRUCTION EQUIPMENT	7345								
	PIPE	7370								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	PICK UP TRUCKS	7420								
	DUMP TRUCKS	7440								
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	VEHICLES									
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20402	CAPITAL OUTLAY		712310	6,150	20402	685758	16.6	2.8	589,898-	82.8-
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20701	EXPENDITURES		882210	45,300	37183	799727	16.6	4.2	659,112-	74.7-

001207 - GENERAL FUND-CONSTRUCTION

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN	ACTUAL	PROJECTED.... OVER/UNDER	%
<u>SALARIES</u>									
38826	REGULAR WAGES 4000	504736		77572	427164	16.6	15.3	39,304-	7.7-
	DISASTER RECOVERY WAGE 4010								
1336	OVERTIME 4300	12000		3867	8133	16.6	32.2	11,202	93.3
	DISASTER RECOVERY OVER 4310								
<u>-----</u>									
40162	SALARIES	516736		81439	435297	16.6	15.7	28,102-	5.4-
<u>EMPLOYEE BENEFITS</u>									
6988	STATE RETIREMENT 4600	89940		14170	75770	16.6	15.7	4,920-	5.4-
2961	F.I.C.A. TAXES 4700	39550		6008	33542	16.6	15.1	3,502-	8.8-
8705	HOSPITALIZATION INS. 4800	132600		17410	115190	16.6	13.1	28,140-	21.2-
	UNEMPLOYMENT BENEFITS 4900	1000			1000	16.6		1,000-	100.0-
	WORKMAN'S COMPENSATION 4910	45000			45000	16.6		45,000-	100.0-
<u>-----</u>									
18655	EMPLOYEE BENEFITS	308090		37589	270501	16.6	12.2	82,556-	26.7-
<u>-----</u>									
58816	PERSONAL SERVICES	824826		119028	705798	16.6	14.4	110,658-	13.4-
<u>OFFICE SUPPLIES</u>									
	PAPER 5003								
	PRINTED FORMS 5005								
	OTHER EXPENDABLE OFF.S 5010								
	MINOR OFFICE EQUIP/FUR 5020	1200			1200	16.6		1,200-	100.0-
	SUBSCRIPTIONS,MAGS,MAP 5050								
	BOOKS 5070								
<u>-----</u>									
	OFFICE SUPPLIES	1200			1200	16.6		1,200-	100.0-
<u>OPERATING SUPPLIES</u>									
	CLEANING/JANITORIAL SP 5100								
	CHEMICALS 5130	400			400	16.6		400-	100.0-
2042	GAS AND OIL 5250	20000		3867	16133	16.6	19.3	3,202	16.0
	LUBRICANTS 5255	400			400	16.6		400-	100.0-
56	DIESEL FUEL 5257	1200		86	1114	16.6	7.1	684-	57.0-
	WEARING APPAREL 5355	750			750	16.6		750-	100.0-
	CONCRETE, CEMENT, ETC. 5405								
	SAND,CLAY,GRVL,FILL DI 5415								
	DRAINAGE PIPE & CULVER 5420								
	HORT./LANDSCAPING SPLY 5440								
	HAND TOOLS 5450	6500		58-	6558	16.6	.8	6,152-	94.6-
	MINOR EQUIPMENT 5460	1500			1500	16.6		1,500-	100.0-
	TRAFFIC SIGNS 5545								
793	OTHER OPERATING MATL/S 5590	7100	82	948	6070	16.6	13.3	1,412-	19.8-
<u>-----</u>									
2891	OPERATING SUPPLIES	37850	82	4843	32926	16.6	12.7	8,792-	23.2-

AUTOMOBILE INSURANCE		6265							

	INSURANCE								
	UTILITIES								
	GAS	6300							
831	ELECTRICITY	6305	5800		1783	4017	16.6	30.7	4,898 84.4

831	UTILITIES		5800		1783	4017	16.6	30.7	4,898 84.4
REPR/MAINT-OUTSIDE LABO									
	8/29/05 FACILITY REPRS	6351							
	8/29 TEMP ROOFS PW733	6351 01							
	8/29 ZOO ED CTR PW342	6351 02							
	8/29 AIRPORT PW2275	6351 03							
	8/29 ZOO GAZEBO PW194	6351 04							
	8/29 TRAIN DEP.PW1166	6351 05							
	8/29 BURGR ROOF PW510	6351 06							
	8/29 AIRPORT PW6184	6351 07							
	8/29 P&F TRNG PW5158	6351 08							
	8/29 MAIN ROOF PW4465	6351 09							
	8/29 CONCESS RF PW447	6351 10							
	8/29 P&F TRNG PW5136	6351 11							
	8/29 SEWERS PW220	6351 12							
	8/29 WATER PW6379	6351 13							
	8/29 PLT 2 PW3427	6351 14							
	8/29 HPD PW474	6351 15							
	8/29 FIRE STA PW8294	6351 16							
	8/29 DAHMER PW1298	6351 17							
	8/29 DAHMER PW738	6351 18							
	8/29 DAHMER PW1269	6351 19							
	8/29 FIRE STA#8 PW444	6351 20							
	8/29 SOFTBALL PW736	6351 21							
	8/29 CAMERON FL PW730	6351 22							
	8/29 GARDEN CTR PW176	6351 23							
	8/29 AIRPORT PW3411	6351 24							
	8/29 AIRPORT PW3459	6351 25							
	8/29 CITY HALL PW1325	6351 26							
	8/29 LAGOON PW712	6351 27							
	8/29 TIMBERTON PW719	6351 28							
	8/29 HIGHLAND PW717	6351 29							
	8/29 TENNIS ROOF PW72	6351 30							
	8/29 AVIARY EXH PW742	6351 31							
	8/29 P&F ACA RF PW419	6351 32							
	8/29 COMPUTER6259/512	6351 33							
	8/29 WTR/SWR PW5492	6351 34							
	8/29 ROOF5492/295/117	6351 35							
	8/29 SPILLWAY PW7763	6351 36							
	8/29 PUB SER FAC PW48	6351 37							
	8/29 TRAF/CONST PW790	6351 38							
	8/29 CUL CTR RF PW332	6351 39							

	8/29/05 FACILITY RE								
	8/29/05 STORM REPAIRS	6353							

	BUILDINGS	7100							
	4TH ST EMP MED CLINIC	7100 01							
	EUREKA SCHOOL	7100 03							
	BURGER BUILDING	7100 04							
	SAFE ROOMS-MEMA GRANT	7100 25							
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	BUILDINGS								
	BUILDING IMPROVEMENTS	7150							
	STORAGE BUILDING	7150 33							
	EATON SCHL ROOF/CLG P	7150 38							
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	BUILDING IMPROVEMEN								
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	BUILDING/BLD IMPROVE								
	IMPROVEMENT OTHER THAN								
	DRAINS	7215							
	OTHER IMPROVEMENTS	7295							
	EAST JERUSALEM COMM C	7295 07							
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	OTHER IMPROVEMENTS								
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	IMPROVEMENT OTHER TH								
	MACHINERY AND EQUIPMENT								
	8/29/05 STORM EQUIP	7302							
	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327							
	AGRICULTURAL EQUIPMENT	7335							
	CONSTRUCTION EQUIPMENT	7345							
	COMMUNICATION EQUIPMEN	7355							
	PIPE	7370							
	OTHER EQUIPMENT	7399							
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	MACHINERY AND EQUIPM								
	VEHICLES								
	AUTOMOBILES	7400							
	PICK UP TRUCKS	7420							
	DUMP TRUCKS	7440							
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	VEHICLES								
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	CAPITAL OUTLAY								
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65997	EXPENDITURES		1070858	2,911	189717	878230	16.6	17.7	67,444 6.2

001220 - GENERAL FUND-SANITATION DIV.

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN	ACTUAL	PROJECTED.... OVER/UNDER	%
<u>SALARIES</u>									
60041	REGULAR WAGES 4000	943468		124659	818809	16.6	13.2	195,514-	20.7-
	DISASTER RECOVERY WAGE 4010								
7104	OVERTIME 4300	50000		17118	32882	16.6	34.2	52,708	105.4
	DISASTER RECOVERY OVER 4310								
<u>-----</u>									
67145	SALARIES	993468		141777	851691	16.6	14.2	142,806-	14.3-
<u>EMPLOYEE BENEFITS</u>									
11683	STATE RETIREMENT 4600	172864		24669	148195	16.6	14.2	24,850-	14.3-
5024	F.I.C.A. TAXES 4700	76000		10627	65373	16.6	13.9	12,238-	16.1-
15370	HOSPITALIZATION INS. 4800	249600		30450	219150	16.6	12.1	66,900-	26.8-
	UNEMPLOYMENT BENEFITS 4900	1500			1500	16.6		1,500-	100.0-
	WORKMAN'S COMPENSATION 4910	93000			93000	16.6		93,000-	100.0-
<u>-----</u>									
32077	EMPLOYEE BENEFITS	592964		65746	527218	16.6	11.0	198,488-	33.4-
<u>-----</u>									
99221	PERSONAL SERVICES	1586432		207523	1378909	16.6	13.0	341,294-	21.5-
<u>OFFICE SUPPLIES</u>									
249	OTHER EXPENDABLE OFF.S 5010	2700		249	2451	16.6	9.2	1,206-	44.6-
	MINOR OFFICE EQUIP/FUR 5020	6200		1200	5000	16.6	19.3	1,000	16.1
	BOOKS 5070								
<u>-----</u>									
249	OFFICE SUPPLIES	8900		1449	7451	16.6	16.2	206-	2.3-
<u>OPERATING SUPPLIES</u>									
366	CLEANING/JANITORIAL SP 5100	2050		949	1101	16.6	46.2	3,644	177.7
	HOUSEHOLD SUPPLIES 5110	1400			1400	16.6		1,400-	100.0-
	FOOD 5115								
	MEDICAL SUPPLIES 5120								
	CHEMICALS 5130	15000		3017	11983	16.6	20.1	3,102	20.6
828	GAS AND OIL 5250	12000		1601	10399	16.6	13.3	2,394-	19.9-
	NATURAL GAS FUEL 5252								
	LUBRICANTS 5255								
13574	DIESEL FUEL 5257	138000		25023	112977	16.6	18.1	12,138	8.7
	DIESEL FUEL-RECYCLING 5257 01								
209	WEARING APPAREL 5355	1000		209	792	16.6	20.9	254	25.4
	CONCRETE, CEMENT, ETC. 5405								
	HORT./LANDSCAPING SPLY 5440								
	HAND TOOLS 5450	1000		168	832	16.6	16.8	8	.8
1200	MINOR EQUIPMENT 5460	20000		1200	18800	16.6	6.0	12,800-	64.0-
99	OTHER OPERATING MATL/S 5590	6000		313	5687	16.6	5.2	4,122-	68.7-
	OTHER OPERATING SPLY-R 5590 01	18920	448		18472	16.6		18,920-	100.0-
	OTHER OPER.MATLS-KAB 5591	5000	300	4053	648	16.6	81.0	19,318	386.3
<u>-----</u>									

16276	OPERATING SUPPLIES	220370	748	36531	183090	16.6	16.5	1,184-	.5-
	REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600	1000		25	975	16.6	2.5	850-	85.0-
	ELECTRICAL SUPPLIES 5605	1000		52	948	16.6	5.2	688-	68.8-
	PLUMBING SUPPLIES 5610								
	STRUCTURAL STEEL & IRO 5620								
	PAINT AND PAINTING SPL 5650								
3158	MTR VEHICLE REP. PTS/S 5700	143000	2,313	36175	104512	16.6	25.2	74,050	51.7
	COMMUNICATION REPAIR P 5750	500			500	16.6		500-	100.0-
	EXPENDABLE WELDING SPL 5770								
	MINOR COMPUTER EQUIP. 5800								
	OTHER REPAIR/MAINT. SP 5990								
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3158	REPAIR & MAINTENANCE	145500	2,313	36253	106934	16.6	24.9	72,018	49.4
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19683	SUPPLIES AND EXPENSES	374770	3,061	74233	297475	16.6	19.8	70,628	18.8
	PROFESSIONAL SERVICES								
	ENGINEERING 6015								
	CONSULTANT SERV/SURVEY 6020								
795	OTHER PROFESSIONAL SER 6049	20000		1910	18090	16.6	9.5	8,540-	42.7-
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795	PROFESSIONAL SERVICE	20000		1910	18090	16.6	9.5	8,540-	42.7-
	COMMUNICATIONS								
	TELEPHONE AND TELEGRAP 6060								
	POSTAGE 6070								
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	COMMUNICATIONS								
	TRANSPORTATION								
	TRAVEL EXPENSE 6110	4700			4700	16.6		4,700-	100.0-
161	FREIGHT 6120	3700	18	316	3366	16.6	8.5	1,804-	48.7-
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161	TRANSPORTATION	8400	18	316	8066	16.6	3.7	6,504-	77.4-
	ADVERTISING								
	ADVERTISING 6150								
	ADVERTISING-RECYCLING 6150 01	8845			8845	16.6		8,845-	100.0-
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	ADVERTISING	8845			8845	16.6		8,845-	100.0-
	PRINTING AND BINDING								
	FILM PROCESSING 6240								
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	PRINTING AND BINDING								
	INSURANCE								
	PUBLIC LIAB/PROPERTY D 6255								
	AUTOMOBILE INSURANCE 6265								
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	INSURANCE								
	UTILITIES								
405	ELECTRICITY 6305	6300		1069	5231	16.6	16.9	114	1.8
	WATER 6315								
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405	UTILITIES	6300		1069	5231	16.6	16.9	114	1.8

	REPR/MAINT-OUTSIDE LABO								
	PLUMBING EQUIPMENT R&M	6357							
	OFFICE EQUIPMENT R&M	6365							
267	FIXED EQUIPMENT R&M	6380	1000		267	733	16.6	26.7	602 60.2
	MINOR EQUIPMENT R&M	6382	3200			3200	16.6		3,200- 100.0-
120	MOTOR VEHICLE EQ. R&M	6384	116700	223	120	116357	16.6	.1	115,980- 99.3-
	COMMUNICATION EQ. R&M	6390							
	DISINFECT./EXTERMINATI	6394	50			50	16.6		50- 100.0-
	TOW IN CHARGES	6398	2200		65	2135	16.6	2.9	1,810- 82.2-
	OTHER REPAIRS AND MAIN	6399	2300		505	1795	16.6	21.9	730 31.7
387	REPR/MAINT-OUTSIDE L		125450	223	957	124270	16.6	.7	119,708- 95.4-
	RENTALS								
	LAND RENT	6400							
633	UNIFORM RENT	6430	12000		1329	10671	16.6	11.0	4,026- 33.5-
	MOP-MAT-RAG RENT	6435	1000			1000	16.6		1,000- 100.0-
633	RENTALS		13000		1329	11671	16.6	10.2	5,026- 38.6-
	OTHER SERVICES & CHARGE								
78742	TIPPING FEES	6880	870000		189061	680939	16.6	21.7	264,366 30.3
	TIPPING/DISPOSAL OTHER	6885	240000			240000	16.6		240,000- 100.0-
600-	HAZARDOUS WASTE GRANT	6886	80000		600-	80600	16.6	.7	76,400- 95.5-
372	RECYCLING FEES	6890	50000		3302	46698	16.6	6.6	30,188- 60.3-
	SERVICES NOT SPECIFIED	6999	3300			3300	16.6		3,300- 100.0-
78514	OTHER SERVICES & CHA		1243300		191763	1051537	16.6	15.4	92,722- 7.4-
80894	OTHER SERVICES & CHAR		1425295	241	197343	1227711	16.6	13.8	241,237- 16.9-
	LAND								
	LEASEHOLDS	7020							
	LAND								
	BUILDING/BLD IMPROVEMEN								
	BUILDINGS	7100							
	PUB.SERV./SANITA.BLDG	7100 18							
	BUILDINGS								
	BUILDING IMPROVEMENTS	7150							
	PUB.SERV./SANITA.BLDG	7150 38							
	BUILDING IMPROVEMEN								
	BUILDING/BLD IMPROVE								
	IMPROVEMENT OTHER THAN								
	OTHER IMPROVEMENTS	7295							
	IMPROVEMENT OTHER TH								
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP.	7325	68250			68250	16.6		68,250- 100.0-
	PLANT EQUIPMENT	7340	7000	4,703		2297	16.6		7,000- 100.0-
	COMMUNICATION EQUIPMEN	7355							

	OTHER EQUIPMENT	7399							
	OTHER EQUIPMENT-RECYCL	7399 01							
-----			-----	-----	-----	-----	-----	-----	-----
	MACHINERY AND EQUIPM		75250	4,703		70547	16.6		75,250- 100.0-
	VEHICLES								
	PICK UP TRUCKS	7420							
	HEAVY TRUCKS	7430	175000			175000	16.6		175,000- 100.0-
	SANITATION TRUCKS	7460							
-----			-----	-----	-----	-----	-----	-----	-----
	VEHICLES		175000			175000	16.6		175,000- 100.0-
-----			-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY		250250	4,703		245547	16.6		250,250- 100.0-
-----			-----	-----	-----	-----	-----	-----	-----
199799	EXPENDITURES		3636747	8,005	479099	3149642	16.6 13.1		762,153- 20.9-

001221 - GENERAL FUND-STREET CLEANING

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
	REGULAR WAGES 4000							
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300							
	DISASTER RECOVERY OVER 4310							
-----		-----	-----	-----	-----	-----	-----	-----
SALARIES								
EMPLOYEE BENEFITS								
	STATE RETIREMENT 4600							
	F.I.C.A. TAXES 4700							
	HOSPITALIZATION INS. 4800							
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910							
-----		-----	-----	-----	-----	-----	-----	-----
EMPLOYEE BENEFITS								
-----		-----	-----	-----	-----	-----	-----	-----
PERSONAL SERVICES								
OPERATING SUPPLIES								
	GAS AND OIL 5250							
	LUBRICANTS 5255							
239	DIESEL FUEL 5257			309	309-		1,854	
	WEARING APPAREL 5355							
	HAND TOOLS 5450							
	MINOR EQUIPMENT 5460							
	OTHER OPERATING MATL/S 5590							
-----		-----	-----	-----	-----	-----	-----	-----
239	OPERATING SUPPLIES			309	309-		1,854	
REPAIR & MAINTENANCE SP								
	PAINT AND PAINTING SPL 5650							
	MTR VEHICLE REP. PTS/S 5700							
-----		-----	-----	-----	-----	-----	-----	-----
REPAIR & MAINTENANCE								
-----		-----	-----	-----	-----	-----	-----	-----
239	SUPPLIES AND EXPENSES			309	309-		1,854	
TRANSPORTATION								
	FREIGHT 6120							
-----		-----	-----	-----	-----	-----	-----	-----
TRANSPORTATION								
ADVERTISING								
	ADVERTISING 6150							
-----		-----	-----	-----	-----	-----	-----	-----
ADVERTISING								

INSURANCE							
PUBLIC LIAB/PROPERTY D	6255						
AUTOMOBILE INSURANCE	6265						
-----		-----	-----	-----	-----	-----	-----
INSURANCE							
REPR/MAINT-OUTSIDE LABO							
MOTOR VEHICLE EQ. R&M	6384						
COMMUNICATION EQ. R&M	6390						
TOW IN CHARGES	6398						
-----		-----	-----	-----	-----	-----	-----
REPR/MAINT-OUTSIDE L							
RENTALS							
UNIFORM RENT	6430						
-----		-----	-----	-----	-----	-----	-----
RENTALS							
OTHER SERVICES & CHARGE							
SERVICES NOT SPECIFIED	6999						
-----		-----	-----	-----	-----	-----	-----
OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----
OTHER SERVICES & CHAR							
-----		-----	-----	-----	-----	-----	-----
BUILDING/BLD IMPROVEMEN							
BUILDINGS	7100						
PUB.SERV./SANITA.BLDG	7100 18						
-----		-----	-----	-----	-----	-----	-----
BUILDINGS							
-----		-----	-----	-----	-----	-----	-----
BUILDING/BLD IMPROVE							
VEHICLES							
PICK UP TRUCKS	7420						
HEAVY TRUCKS	7430						
SPECIAL TRUCKS	7450						
-----		-----	-----	-----	-----	-----	-----
VEHICLES							
-----		-----	-----	-----	-----	-----	-----
CAPITAL OUTLAY							
-----		-----	-----	-----	-----	-----	-----
239	EXPENDITURES		309	309-		1,854	

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL		OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	SALARIES								
57637	REGULAR WAGES	4000	994315		119464	874851	16.6 12.0	277,531-	27.9-
	DISASTER RECOVERY WAGE	4010							
4466	OVERTIME	4300	50000		11613	38387	16.6 23.2	19,678	39.3
	DISASTER RECOVERY OVER	4310							
62102	SALARIES		1044315		131077	913238	16.6 12.5	257,853-	24.6-
	EMPLOYEE BENEFITS								
10806	STATE RETIREMENT	4600	181710		22807	158903	16.6 12.5	44,868-	24.6-
4602	F.I.C.A. TAXES	4700	79900		9732	70168	16.6 12.1	21,508-	26.9-
13630	HOSPITALIZATION INS.	4800	273000		29870	243130	16.6 10.9	93,780-	34.3-
	UNEMPLOYMENT BENEFITS	4900	6000			6000	16.6	6,000-	100.0-
	WORKMAN'S COMPENSATION	4910	26500			26500	16.6	26,500-	100.0-
29038	EMPLOYEE BENEFITS		567110		62410	504700	16.6 11.0	192,650-	33.9-
91140	PERSONAL SERVICES		1611425		193487	1417938	16.6 12.0	450,503-	27.9-
	OFFICE SUPPLIES								
	OTHER EXPENDABLE OFF.S	5010							
	OFFICE SUPPLIES								
	OPERATING SUPPLIES								
	MEDICAL SUPPLIES	5120							
	CHEMICALS	5130	86000		4923	81078	16.6 5.7	56,462-	65.6-
	CHEMICALS-MOSQUITO GRA	5135							
2337	GAS AND OIL	5250	28000		5722	22278	16.6 20.4	6,332	22.6
	LUBRICANTS	5255							
1024	DIESEL FUEL	5257	7000		1777	5223	16.6 25.3	3,662	52.3
	OTHER FUEL	5260							
	WEARING APPAREL	5355	700			700	16.6	700-	100.0-
	HAND TOOLS	5450	1000			1000	16.6	1,000-	100.0-
	MINOR EQUIPMENT	5460	1400			1400	16.6	1,400-	100.0-
	HAZ.MAT SUP-DOMESTIC P	5466							
139	OTHER OPERATING MATL/S	5590	2000		139	1861	16.6 6.9	1,166-	58.3-
	OTHER OPER.MATL-MOSQUI	5590 01							
3500	OPERATING SUPPLIES		126100		12561	113539	16.6 9.9	50,734-	40.2-
	REPAIR & MAINTENANCE SP								
	ELECTRICAL SUPPLIES	5605							
	PLUMBING SUPPLIES	5610							
	PAINT AND PAINTING SPL	5650							
173	MTR VEHICLE REP. PTS/S	5700	14000	350	173	13477	16.6 1.2	12,962-	92.5-
	COMMUNICATION REPAIR P	5750							

4021	AGRICLTRL REPAIR PTS/S	5755	35000	6,033	5849	23119	16.6	16.7	94	.2
4194	REPAIR & MAINTENANCE		49000	6,383	6022	36596	16.6	12.2	12,868	26.2
7694	SUPPLIES AND EXPENSES		175100	6,383	18582	150135	16.6	10.6	63,608	36.3
	PROFESSIONAL SERVICES									
	OTHER PROFESSIONAL SER	6049								
	PROFESSIONAL SERVICE									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	TRVL EXP-MOSQUITO GRAN	6111								
20	FREIGHT	6120	200	62	20	118	16.6	10.0	80	40.0
20	TRANSPORTATION		200	62	20	118	16.6	10.0	80	40.0
	ADVERTISING									
	ADVERTISING	6150								
	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING-GRANT RELATED	6202								
	PRINTING AND BINDING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	MINOR EQUIPMENT R&M	6382	1600		375	1225	16.6	23.4	650	40.6
	MOTOR VEHICLE EQ. R&M	6384	2300			2300	16.6		2,300	100.0
	AGRICULTURAL EQ. R&M	6387	600			600	16.6		600	100.0
	COMMUNICATION EQ. R&M	6390	700			700	16.6		700	100.0
	TOW IN CHARGES	6398	200	65		135	16.6		200	100.0
	REPR/MAINT-OUTSIDE L		5400	65	375	4960	16.6	6.9	3,150	58.3
	RENTALS									
	UNIFORM RENT	6430								
	RENTALS									
	OTHER SERVICES & CHARGE									
	REGISTRATION FEE/TUITI	6845	1500			1500	16.6		1,500	100.0
	SERVICES NOT SPECIFIED	6999								
	OTHER SERVICES & CHA		1500			1500	16.6		1,500	100.0
20	OTHER SERVICES & CHAR		7100	127	395	6578	16.6	5.5	4,730	66.6
	MACHINERY AND EQUIPMENT									
	AGRICULTURAL EQUIPMENT	7335								
	EQUIP-MOSQUITO GRANT	7377								

-----	OTHER EQUIPMENT	7399	-----	-----	-----	-----	-----	-----	-----
-----	MACHINERY AND EQUIPM		-----	-----	-----	-----	-----	-----	-----
	VEHICLES								
	PICK UP TRUCKS	7420							
	DUMP TRUCKS	7440							
	SPECIAL TRUCKS	7450							
-----	VEHICLES		-----	-----	-----	-----	-----	-----	-----
-----	CAPITAL OUTLAY		-----	-----	-----	-----	-----	-----	-----
-----	EXPENDITURES		-----	-----	-----	-----	-----	-----	-----
98854			1793625	6,510	212465	1574651	16.6 11.8	518,835-	28.9-

001260 - GENERAL FUND-ANIMAL CONTROL

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN	ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES									
8106	REGULAR WAGES 4000	105379		16211	89168	16.6	15.3	8,113-	7.6-
	DISASTER RECOVERY WAGE 4010								
147	OVERTIME 4300	2000		268	1732	16.6	13.4	392-	19.6-
	DISASTER RECOVERY OVER 4310								
8253	SALARIES	107379		16480	90899	16.6	15.3	8,499-	7.9-
EMPLOYEE BENEFITS									
1436	STATE RETIREMENT 4600	18690		2867	15823	16.6	15.3	1,488-	7.9-
580	F.I.C.A. TAXES 4700	8220		1158	7062	16.6	14.0	1,272-	15.4-
2320	HOSPITALIZATION INS. 4800	31200		4640	26560	16.6	14.8	3,360-	10.7-
	UNEMPLOYMENT BENEFITS 4900	1000			1000	16.6		1,000-	100.0-
	WORKMAN'S COMPENSATION 4910	1450			1450	16.6		1,450-	100.0-
4336	EMPLOYEE BENEFITS	60560		8666	51894	16.6	14.3	8,564-	14.1-
12589	PERSONAL SERVICES	167939		25146	142793	16.6	14.9	17,063-	10.1-
OFFICE SUPPLIES									
	PAPER 5003								
	PRINTED FORMS 5005								
	OTHER EXPENDABLE OFF.S 5010	500			500	16.6		500-	100.0-
	MINOR OFFICE EQUIP/FUR 5020	200			200	16.6		200-	100.0-
	PHOTO SUPPLIES 5040								
	SUBSCRIPTIONS,MAGS,MAP 5050								
	BOOKS 5070								
	COMPUTER SUPPLIES 5080								
	OFFICE SUPPLIES	700			700	16.6		700-	100.0-
OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP 5100								
	HOUSEHOLD SUPPLIES 5110								
	FOOD 5115								
	MEDICAL SUPPLIES 5120								
	CHEMICALS 5130								
671	GAS AND OIL 5250	6900		1470	5431	16.6	21.3	1,920	27.8
	LUBRICANTS 5255								
	WEARING APPAREL 5355	3000	1,064		1936	16.6		3,000-	100.0-
	HORT./LANDSCAPING SPLY 5440								
	HAND TOOLS 5450	1200			1200	16.6		1,200-	100.0-
	MINOR EQUIPMENT 5460	500	310		190	16.6		500-	100.0-
	OTHER OPERATING MATL/S 5590								
671	OPERATING SUPPLIES	11600	1,374	1470	8757	16.6	12.6	2,780-	23.9-

3100	550	152	2398	16.6	4.9	2,188-	70.5-
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671	SUPPLIES AND EXPENSES	15400	1,924	1621	11855	16.6	10.5	5,674-	36.8-
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2000	2000	16.6	2,000-	100.0-
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PROFESSIONAL SERVICE	2000	2000	16.6	2,000-	100.0-
COMMUNICATIONS					
TELEPHONE AND TELEGRAP 6060	500	500	16.6	500-	100.0-
POSTAGE 6070					

COMMUNICATIONS	500	500	16.6	500-	100.0-
TRANSPORTATION					
TRAVEL EXPENSE 6110	1000	1000	16.6	1,000-	100.0-
FREIGHT 6120					
MESSENGER/EXPRESS SERV 6130					

TRANSPORTATION	1000	1000	16.6	1,000-	100.0-
ADVERTISING					
ADVERTISING	6150				

ADVERTISING						
PRINTING AND BINDING						
PRINTING	6200	200		200	16.6	200- 100.0-

PRINTING AND BINDING	200	200	16.6	200-	100.0-
INSURANCE					
AUTOMOBILE INSURANCE	6265				

INSURANCE					
REPR/MAINT-OUTSIDE LABO					
BUILDING R&M	6350				
ELECTRICAL R&M	6355				
PLUMBING EQUIPMENT R&M	6357				
OFFICE EQUIPMENT R&M	6365				
HOUSEHOLD EQUIPMENT R&	6370				
FIXED EQUIPMENT R&M	6380				
MINOR EQUIPMENT R&M	6382				
MOTOR VEHICLE EQ. R&M	6384	1400	1400	16.6	1,400-
COMMUNICATION EQ. R&M	6390				100.0-

	CLEANING AND PAINTING	6392						
	DISINFECT./EXTERMINATI	6394						
	SIGN PAINTING	6396						
	TOW IN CHARGES	6398	100		100	16.6		100- 100.0-
	OTHER REPAIRS AND MAIN	6399						
-----			-----	-----	-----	-----	-----	-----
	REPR/MAINT-OUTSIDE L		1500		1500	16.6		1,500- 100.0-
	RENTALS							
	OTHER RENT	6449						
-----			-----	-----	-----	-----	-----	-----
	RENTALS							
	OTHER SERVICES & CHARGE							
	DUES AND MEMBERSHIPS	6840	125		125	16.6		125- 100.0-
	REGISTRATION FEE/TUITI	6845	1800		1800	16.6		1,800- 100.0-
	SERVICES NOT SPECIFIED	6999	175000	12546	162454	16.6	7.1	99,724- 56.9-
-----			-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA		176925	12546	164379	16.6	7.0	101,649- 57.4-
-----			-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR		182125	12546	169579	16.6	6.8	106,849- 58.6-
	MACHINERY AND EQUIPMENT							
	HOUSEHOLD FURN/EQUIP.	7320						
	OFFICE FURN/EQUIP.	7325						
	DATA PROCESSING EQUIP.	7327						
	COMMUNICATION EQUIPMEN	7355						
	OTHER EQUIPMENT	7399						
-----			-----	-----	-----	-----	-----	-----
	MACHINERY AND EQUIPM							
	VEHICLES							
	AUTOMOBILES	7400						
	PICK UP TRUCKS	7420						
-----			-----	-----	-----	-----	-----	-----
	VEHICLES							
-----			-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY							
-----			-----	-----	-----	-----	-----	-----
13260	EXPENDITURES		365464	1,924	39313	324228	16.6 10.7	129,586- 35.4-

001280 - GENERAL FUND-HUMAN/SOC.ASST

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER %
OTHER SERVICES & CHARGE							
CONTRIBUTIONS	6820						
SEXUAL ASSUALT CRISIS	6820 04						
P.A.C.E.	6820 05						
INTERACTION FACTORY	6820 06						
DOMESTIC ABUSE FAMILY	6820 07	3500			3500	16.6	3,500- 100.0-
FORREST CTY. HEALTH D	6820 08						
NAT'L.GUARD ARMORY	6820 09						
COUNCIL ON AGING	6820 10						
BOY SCOUTS OF AMERICA	6820 11						
PINE BELT MENTAL HEAL	6820 12						
H'BURG. CONCERT BAND	6820 13						
LIVESTOCK SHOW	6820 14						
COURT APP'T SPEC.ADVO	6820 15						
H'BURG.ED.LITERACY PR	6820 16						
D.R.E.A.M.	6820 17						
SALVATION ARMY BOYS/G	6820 18						
H'BURG.ED.FOUNDATION	6820 19						
N.E.E.D.S.	6820 20						
CENTER FOR GIFTED STU	6820 21						
RAILS TO TRAILS	6820 22	120000			120000	16.6	120,000- 100.0-
CTR FOR CHILD ABUSE P	6820 23	5000			5000	16.6	5,000- 100.0-
SO.CTRL.MS.AMER.RED C	6820 24						
UNIFIED NEIGHBORHOOD	6820 25						
GULF PINES GIRL SCOUT	6820 26						
USM COMM.SERVICE LEAR	6820 27						
BIG BRO/BIG SIS OF SE	6820 28						
HBRG CIVIC CHORUS/CON	6820 29						
MS HOLIDAY SPECTACULA	6820 30						
CORNERSTONE PROJECT	6820 31						
SALVATION ARMY	6820 32						
SO MS CHILDREN'S CTR	6820 33						
CHRISTIAN SERVICES	6820 34						
USM/DISABILITY STUDIE	6820 35						
NEW TEST.YOUTH SAFE H	6820 36						
USM/SYMPHONY	6820 37	50000			50000	16.6	50,000- 100.0-
USM/DUBARD SCHOOL	6820 38						
GREATER H'BURG COMMUN	6820 39						
WORLD CHANGERS	6820 40						
H'BURG PUBLIC SCHOOLS	6820 41						
FLINT MICHIGAN WATER	6820 42						
HSSD EXCEL BY 5	6820 43						
HATTIESBURG ARTS CENT	6820 44						
PRC-MY BEST PROGRAM	6820 46	15000			15000	16.6	15,000- 100.0-

	R3SM	6820 47	25000			25000	16.6	25,000-	100.0-
	SUMMER JOB INTERNSHIP	6820 48	60000			60000	16.6	60,000-	100.0-
	UNALLOCATED CONTRIBUT	6820 99	10000			10000	16.6	10,000-	100.0-
-----			-----	-----	-----	-----	-----	-----	-----
	CONTRIBUTIONS		288500			288500	16.6	288,500-	100.0-
-----			-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA		288500			288500	16.6	288,500-	100.0-
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	OTHER SERVICES & CHAR		288500			288500	16.6	288,500-	100.0-
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	EXPENDITURES		288500			288500	16.6	288,500-	100.0-

001402 - GENERAL FUND-ECONOMIC DEV.

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
PROFESSIONAL SERVICES								
-----	OTHER PROFESSIONAL SER 6049	70810	-----	-----	70810	16.6	70,810-	100.0-
	PROFESSIONAL SERVICE	70810			70810	16.6	70,810-	100.0-
TRANSPORTATION								
-----	TRAVEL-ALL AMER.CITY A 6110	-----	-----	-----	-----	-----	-----	-----
TRANSPORTATION								
REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M 6350							
	STREETS & STRUCTURES R 6360							
	RIVER AVE/BUSHMAN SID 6360 31							
	34TH AVE SIDEWALKS 6360 32							
	4th ST SIDEWALK REPAI 6360 33							
	ARCADIA SUNSET LIGHTI 6360 34							
	STAMPED CROSSWALKS 6360 35							
-----		-----	-----	-----	-----	-----	-----	-----
STREETS & STRUCTURE								
-----		-----	-----	-----	-----	-----	-----	-----
REPR/MAINT-OUTSIDE L								
OTHER SERVICES & CHARGE								
	CONTRIBUTIONS 6820							
58750	FCIPC/AREA DEV. PRTR 6820 01	235000		58750	176250	16.6 25.0	117,500	50.0
	PRCC TECH CENTER 6820 02							
	FCIPC/ECONOMIC DEVEL. 6820 03							
	H'BURG DOWNTOWN ASSN 6820 37	55000			55000	16.6	55,000-	100.0-
	CAMP SHELBY STUDY 6820 45							
	PHWD-FEASIBILITY STUD 6820 50							
-----		-----	-----	-----	-----	-----	-----	-----
58750	CONTRIBUTIONS	290000		58750	231250	16.6 20.2	62,500	21.5
-----		-----	-----	-----	-----	-----	-----	-----
58750	OTHER SERVICES & CHA	290000		58750	231250	16.6 20.2	62,500	21.5
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58750	OTHER SERVICES & CHAR	360810		58750	302060	16.6 16.2	8,310-	2.3-
BUILDING/BLD IMPROVEMEN								
BUILDING IMPROVEMENTS 7150								
	PUBLIC SAFETY COMPLEX 7150 07	213499			213499	16.6	213,499-	100.0-
	UNCLASSIFIED EVACUATI 7150 07EX	150000			150000	16.6	150,000-	100.0-
	LIGHTING PROTECTION S 7150 07LP	49990			49990	16.6	49,990-	100.0-
	MECHANICAL SYSTEM CON 7150 07MC	80000			80000	16.6	80,000-	100.0-
	MECHANICAL SHELVING & 7150 07MS	221511	221,511			16.6	221,511-	100.0-
1863	MATERIALS TESTING 7150 07MT	35000		1863	33138	16.6 5.3	23,822-	68.0-
	PARKING LOT CONSTUCTI 7150 07PL	800000			800000	16.6	800,000-	100.0-

	SERVICE ELEVATOR	7150 07SE	150000			150000	16.6		150,000-	100.0-
	SMOKE EVACUATION SYST	7150 07SS	100000			100000	16.6		100,000-	100.0-
	DOWNTOWN PROJ-OLD LIB	7150 14								
	DEPOT PROJECT	7150 15								
	HUB CITY LOFTS PROJEC	7150 41								
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1863	BUILDING IMPROVEMEN		1800000	221,511	1863	1576627	16.6	.1	1,788,822-	99.3-
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1863	BUILDING/BLD IMPROVE		1800000	221,511	1863	1576627	16.6	.1	1,788,822-	99.3-
	VEHICLES									
	TROLLEYS	7415								
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	VEHICLES									
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1863	CAPITAL OUTLAY		1800000	221,511	1863	1576627	16.6	.1	1,788,822-	99.3-
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60613	EXPENDITURES		2160810	221,511	60613	1878687	16.6	2.8	1,797,132-	83.1-

001460 - GENERAL FUND-CAPITAL LEASES

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	NOTE PRINCIPAL							
	2005 STORM NOTE 8205							
	SAENGER SERIES 1999 NO 8220							
	MDB CAPITAL PROJECTS 8223							
	MDB-DEPOT PROJ 8223 01							
	MDB-WTR/SWR LINES 8223 02							
	MDB-HPD RENOVATION 8223 03							
	MDB-592 PROG 2001A PO 8223 04							
	MDB-FIRE STA #1 8223 05							
	MDB-CHURCH PROJ 8223 06	21500		1797	19703	16.6 8.3	10,718-	49.8-
	MDB-4TH ST WIDENING 8223 07							
	MDB-CHAIN PARK 8223 08							
7777	MDB-HUB CITY LOFTS 8223 09	93871		15541	78330	16.6 16.5	625-	.6-
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7777	MDB CAPITAL PROJECT	115371		17338	98033	16.6 15.0	11,343-	9.8-
	W&S USA YEAST 2002"B"N 8224							
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7777	NOTE PRINCIPAL	115371		17338	98033	16.6 15.0	11,343-	9.8-
	INTEREST ON NOTES							
	2005 STORM NOTE 8305							
	SAENGER SERIES 1999 NO 8331							
	MDB CAPITAL PROJECT NO 8333							
	MDB-DEPOT PROJ 8333 01							
	MDB-WTR/SWR LINES 8333 02							
	MDB-HPD RENOVATION 8333 03							
	MDB-592 PROG 2001A PO 8333 04							
	MDB-FIRE STA #1 8333 05							
	MDB-CHURCH PROJ 8333 06	6000		388	5612	16.6 6.4	3,672-	61.2-
	MDB-4TH ST WIDENING 8333 07							
	MDB-CHAIN PARK 8333 08							
2341	MDB-HUB CITY LOFTS 8333 09	27541		4694	22847	16.6 17.0	623	2.2
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2341	MDB CAPITAL PROJECT	33541		5082	28459	16.6 15.1	3,049-	9.0-
	W&S USA YEAST 2002"B"N 8334							
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2341	INTEREST ON NOTES	33541		5082	28459	16.6 15.1	3,049-	9.0-
	PAYING AGENT FEES							
	LEASE ISSUES 8401	3000			3000	16.6	3,000-	100.0-
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	PAYING AGENT FEES	3000			3000	16.6	3,000-	100.0-
	CAPITAL LEASE PAYMENTS							
	COMPUTER LEASE-INFO.SY 8510							
	COMPUTER LEASE-POLICE 8511							
	POLICE CARS LEASE 8512							

	EMER GENERATORS LEASE	8513							
	2012 EQUIP LEASE	8514							
190000	BUILDING LEASE	8515	115000		56072	58928	16.6	48.7	221,432 192.5
	PUBLIC SAFETY COMPLEX	8516	190000		190000		16.6	100.0	950,000 500.0
	ENERGY PERFORMANCE IMP	8519	376100			376100	16.6		376,100- 100.0-
	SANITATION TRUCKS LEAS	8520							
	SANITATION CANS LEASE	8521							
	SPECIAL TRUCKS LEASE	8523							
	DUMP TRUCK LEASE	8525							
	DOWNTOWN LIGHTING	8531							
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190000	CAPITAL LEASE PAYMEN		681100		246072	435028	16.6	36.1	795,332 116.7
	INTEREST ON CAPITAL LEA								
	COMPUTER LEASE-INFO SY	8610							
	COMPUTER LEASE-POLICE	8611							
	POLICE CARS LEASE	8612							
	EMER GENERATORS LEASE	8613							
	2012 EQUIP LEASE	8614							
107200	BUILDING LEASE	8615	20500		10623	9878	16.6	51.8	43,238 210.9
	PUBLIC SAFETY COMPLEX	8616	209650		107200	102450	16.6	51.1	433,550 206.7
	ENERGY PERFORMANCE IMP	8619	176160			176160	16.6		176,160- 100.0-
	SANITATION TRUCKS LEAS	8620							
	SANITATION CANS LEASE	8621							
	SPECIAL TRUCKS LEASE	8623							
	DUMP TRUCK LEASE	8625							
	DOWNTOWN LIGHTING	8631							
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107200	INTEREST ON CAPITAL		406310		117823	288488	16.6	28.9	300,628 73.9
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307318	DEBT SERVICE		1239322		386314	853008	16.6	31.1	1,078,562 87.0
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307318	EXPENDITURES		1239322		386314	853008	16.6	31.1	1,078,562 87.0

001500 - GENERAL FUND-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER %
TRANSFERS TO OTHER FUND							
	T/T PARKS & RECREATION 9000 02	2217000			2217000	16.6	2,217,000- 100.0-
	T/T MUN,FIRE PROTECTIO 9000 05						
	T/T SPECIAL STREET 9000 08						
	T/T 1994 GO-IND. DEVEL 9000 103						
	T/T GOVNMT. COMPLEX BL 9000 104						
	T/T UDAG PAYBACK 9000 108						
	T/T GROUP INSURANCE TR 9000 109						
	T/T CITY B & I 9000 13						
	T/T POL/FIRE DIS./RELI 9000 18						
	T/T 2003 TIF B&I-CHAUV 9000 22						
	T/T AIRPORT IMPROVEMEN 9000 39	250000			250000	16.6	250,000- 100.0-
	T/T 2019 TIF B&I-ELAM 9000 52	81259			81259	16.6	81,259- 100.0-
	T/T MUN. ROAD & BRIDGE 9000 72	393000			393000	16.6	393,000- 100.0-
400000	T/T MASS TRANSIT OPER. 9000 73	691096		400000	291096	16.6 57.8	1,708,904 247.2
	T/T W & S CONSTRUCTION 9000 75						
	T/T COMMUNITY CENTERS 9000 77	575000			575000	16.6	575,000- 100.0-
	T/T COMMUNITY DEVELOPM 9000 82	35795			35795	16.6	35,795- 100.0-
	T/T '01 BOND CONSTR 9000 95						
	T/T MDB CAPITAL PROJ.F 9000 96						
	T/T KPZ CAPITAL 9000 98						
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400000	TRANSFERS TO OTHER F	4243150		400000	3843150	16.6 9.4	1,843,150- 43.4-
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400000	TRANSFERS	4243150		400000	3843150	16.6 9.4	1,843,150- 43.4-
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400000	EXPENDITURES	4243150		400000	3843150	16.6 9.4	1,843,150- 43.4-

001551 - GENERAL FUND-AIRPORT DIV.

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
	REGULAR WAGES 4000							
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300							
	DISASTER RECOVERY OVER 4310							
SALARIES								
EMPLOYEE BENEFITS								
	STATE RETIREMENT 4600							
	F.I.C.A. TAXES 4700							
	HOSPITALIZATION INS. 4800							
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910							
EMPLOYEE BENEFITS								
PERSONAL SERVICES								
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100							
	CHEMICALS 5130							
484	GAS AND OIL 5250	6500		971	5529	16.6 14.9	674-	10.3-
	LUBRICANTS 5255							
	DIESEL FUEL 5257							
	ASPHALT & ASPHALT PROD 5400							
	CONCRETE, CEMENT, ETC. 5405							
	SAND,CLAY,GRVL,FILL DI 5415							
	HORT./LANDSCAPING SPLY 5440							
	HAND TOOLS 5450	500			500	16.6	500-	100.0-
	MINOR EQUIPMENT 5460	2000			2000	16.6	2,000-	100.0-
	OTHER OPERATING MATL/S 5590	3400			3400	16.6	3,400-	100.0-
484	OPERATING SUPPLIES	12400		971	11429	16.6 7.8	6,574-	53.0-
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600	2250			2250	16.6	2,250-	100.0-
	ELECTRICAL SUPPLIES 5605	4000		4800-	8800	16.6 120.0	24,800	620.0
	PLUMBING SUPPLIES 5610	700			700	16.6	700-	100.0-
	STRUCTURAL STEEL & IRO 5620							
	PAINT AND PAINTING SPL 5650							
	MTR VEHICLE REP. PTS/S 5700	1000			1000	16.6	1,000-	100.0-
	COMMUNICATION REPAIR P 5750							
	AGRICLTRL REPAIR PTS/S 5755	2000			2000	16.6	2,000-	100.0-
	EXPENDABLE WELDING SPL 5770							
	OTHER REPAIR/MAINT. SP 5990	9650			9650	16.6	9,650-	100.0-

	REPAIR & MAINTENANCE	19600	4800-	24400	16.6	24.4	9,200	46.9
484	SUPPLIES AND EXPENSES	32000	3829-	35829	16.6	11.9	9,026-	28.2-
	PROFESSIONAL SERVICES							
	APPRAISAL 6017							
	OTHER PROFESSIONAL SER 6049							
	PROFESSIONAL SERVICE							
	COMMUNICATIONS							
	TELEPHONE AND TELEGRAP 6060							
	COMMUNICATIONS							
	TRANSPORTATION							
	TRAVEL EXPENSE 6110							
	TRANSPORTATION							
	ADVERTISING							
	ADVERTISING 6150							
	ADVERTISING							
	PRINTING AND BINDING							
	PRINTING 6200							
	PRINTING AND BINDING							
	INSURANCE							
	FIRE & EXTENDED COVERA 6250							
	PUBLIC LIAB/PROPERTY D 6255							
	BOILER MACHINERY 6260							
	AUTOMOBILE INSURANCE 6265							
	INSURANCE							
	UTILITIES							
60	GAS 6300	3500	119	3381	16.6	3.4	2,786-	79.6-
1729	ELECTRICITY 6305	18000	3613	14387	16.6	20.0	3,678	20.4
	WATER 6315							
1789	UTILITIES	21500	3731	17769	16.6	17.3	886	4.1
	REPR/MAINT-OUTSIDE LABO							
	BUILDING R&M 6350	5000		5000	16.6		5,000-	100.0-
	STREETS & STRUCTURES R 6360							
	FIXED EQUIPMENT R&M 6380	2500	1272	1228	16.6	50.8	5,132	205.2
	MINOR EQUIPMENT R&M 6382							
	GENERATOR R&M 6383							
	MOTOR VEHICLE EQ. R&M 6384	3000		3000	16.6		3,000-	100.0-
	CONSTRUCTION EQUIP R&M 6386							
	AGRICULTURAL EQ. R&M 6387	1000		1000	16.6		1,000-	100.0-
	COMMUNICATION EQ. R&M 6390							
	DISINFECT./EXTERMINATI 6394	800	90	710	16.6	11.2	260-	32.5-
4400	OTHER REPAIRS AND MAIN 6399	11000	7396	3604	16.6	67.2	33,376	303.4

4400	REPR/MAINT-OUTSIDE L	23300	8758	14542	16.6	37.5	29,248	125.5	
	RENTALS								
	LAND RENT	6400							
	CYLINDER RENT	6425							
	UNIFORM RENT	6430							
	OTHER RENT	6449	750		750	16.6	750-	100.0-	
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	RENTALS		750		750	16.6	750-	100.0-	
	OTHER SERVICES & CHARGE								
	DUES AND MEMBERSHIPS	6840							
	REGISTRATION FEE/TUITI	6845	1000		1000	16.6	1,000-	100.0-	
	SERVICES NOT SPECIFIED	6999	1000		1000	16.6	1,000-	100.0-	
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	OTHER SERVICES & CHA		2000		2000	16.6	2,000-	100.0-	
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6189	OTHER SERVICES & CHAR		47550	12489	35061	16.6	26.2	27,384	57.5

	LAND								
	LEASEHOLDS	7020							
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	LAND								
	BUILDING/BLD IMPROVEMEN								
	BUILDINGS	7100							
	STORAGE SHED	7100 23							
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	BUILDINGS								
	BUILDING IMPROVEMENTS	7150							
	HANGER #3 IMPROVEMENT	7150 32							
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	BUILDING IMPROVEMEN								
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	BUILDING/BLD IMPROVE								
	IMPROVEMENT OTHER THAN								
	DRAINS	7215							
	OTHER IMPROVEMENTS	7295							
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	IMPROVEMENT OTHER TH								
	MACHINERY AND EQUIPMENT								
	AGRICULTURAL EQUIPMENT	7335							
	CONSTRUCTION EQUIPMENT	7345							
	COMMUNICATION EQUIPMEN	7355							
	OTHER EQUIPMENT	7399							
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	MACHINERY AND EQUIPM								
	VEHICLES								
	PICK UP TRUCKS	7420							
	SPECIAL TRUCKS	7450							

-----	VEHICLES	-----	-----	-----	-----	-----	-----	-----	-----
-----	CAPITAL OUTLAY	-----	-----	-----	-----	-----	-----	-----	-----
6673	EXPENDITURES	79550		8660	70890	16.6	10.8	27,590-	34.6-

001553 - GENERAL FUND-CEMETERY DIV

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
32907	REGULAR WAGES 4000	504901		68484	436417	16.6 13.5	93,997-	18.6-
	DISASTER RECOVERY WAGE 4010							
2007	OVERTIME 4300	28000		4723	23277	16.6 16.8	338	1.2
	DISASTER RECOVERY OVER 4310							
34914	SALARIES	532901		73207	459694	16.6 13.7	93,659-	17.5-
EMPLOYEE BENEFITS								
6075	STATE RETIREMENT 4600	92730		12738	79992	16.6 13.7	16,302-	17.5-
2582	F.I.C.A. TAXES 4700	40770		5421	35349	16.6 13.2	8,244-	20.2-
8700	HOSPITALIZATION INS. 4800	132600		17400	115200	16.6 13.1	28,200-	21.2-
	UNEMPLOYMENT BENEFITS 4900	1000			1000	16.6	1,000-	100.0-
	WORKMAN'S COMPENSATION 4910	21000			21000	16.6	21,000-	100.0-
17357	EMPLOYEE BENEFITS	288100		35559	252541	16.6 12.3	74,746-	25.9-
52271	PERSONAL SERVICES	821001		108766	712235	16.6 13.2	168,405-	20.5-
OFFICE SUPPLIES								
	PAPER 5003	100			100	16.6	100-	100.0-
	PRINTED FORMS 5005	300			300	16.6	300-	100.0-
710	OTHER EXPENDABLE OFF.S 5010	1300		906	394	16.6 69.6	4,136	318.1
	MINOR OFFICE EQUIP/FUR 5020	900			900	16.6	900-	100.0-
	PUBLIC EDUCATION MAT'L 5032							
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
710	OFFICE SUPPLIES	2600		906	1694	16.6 34.8	2,836	109.0
OPERATING SUPPLIES								
1080	CLEANING/JANITORIAL SP 5100	2000		1080	920	16.6 54.0	4,480	224.0
	FOOD 5115							
	MEDICAL SUPPLIES 5120							
	CHEMICALS 5130	1500			1500	16.6	1,500-	100.0-
1277	GAS AND OIL 5250	21000		3846	17154	16.6 18.3	2,076	9.8
	LUBRICANTS 5255							
1081	DIESEL FUEL 5257	13000		2400	10600	16.6 18.4	1,400	10.7
	WEARING APPAREL 5355	2000	317		1683	16.6	2,000-	100.0-
	ASPHALT & ASPHALT PROD 5400							
166	CONCRETE, CEMENT, ETC. 5405	400		332	68	16.6 83.0	1,592	398.0
780	SAND,CLAY,GRVL,FILL DI 5415	4000		780	3220	16.6 19.5	680	17.0
	DRAINAGE PIPE & CULVER 5420							
	HORT./LANDSCAPING SPLY 5440	4000		230	3770	16.6 5.7	2,620-	65.5-
144	HAND TOOLS 5450	800		144	656	16.6 18.0	64	8.0

377	MINOR EQUIPMENT	5460	3300	504	2796	16.6	15.2	276-	8.3-
	PUMPING EQUIPMENT PART	5495							
	TRAFFIC SIGNS	5545							
49	OTHER OPERATING MATL/S	5590	500	95	97	308	16.6	19.4	82
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4954	OPERATING SUPPLIES		52500	412	9413	42676	16.6	17.9	3,978
	REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S	5600	800	4-	804	16.6	.5	776-	97.0-
	ELECTRICAL SUPPLIES	5605	700		700	16.6		700-	100.0-
	PLUMBING SUPPLIES	5610	500		500	16.6		500-	100.0-
	STRUCTURAL STEEL & IRO	5620							
	PAINT AND PAINTING SPL	5650							
5998	MTR VEHICLE REP. PTS/S	5700	17000		6397	10603	16.6	37.6	21,382
	COMMUNICATION REPAIR P	5750	100			100	16.6		100-
1745	AGRICLTRL REPAIR PTS/S	5755	7000		3402	3598	16.6	48.6	13,412
	EXPENDABLE WELDING SPL	5770							
	OTHER REPAIR/MAINT. SP	5990	200			200	16.6		200-
	DISASTER REPAIR SUPPLI	5995	1250			1250	16.6		1,250-
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7744	REPAIR & MAINTENANCE		27550		9795	17755	16.6	35.5	31,220
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13407	SUPPLIES AND EXPENSES		82650	412	20114	62125	16.6	24.3	38,034
	PROFESSIONAL SERVICES								
	ENGINEERING	6015							
	LEGAL	6025							
	MEDICAL	6027							
310	OTHER PROFESSIONAL SER	6049	3800		621	3179	16.6	16.3	74-
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310	PROFESSIONAL SERVICE		3800		621	3179	16.6	16.3	74-
	COMMUNICATIONS								
125	TELEPHONE AND TELEGRAP	6060	1500		239	1261	16.6	15.9	66-
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125	COMMUNICATIONS		1500		239	1261	16.6	15.9	66-
	TRANSPORTATION								
	TRAVEL EXPENSE	6110	900			900	16.6		900-
225	FREIGHT	6120	575	20	375	180	16.6	65.2	1,675
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225	TRANSPORTATION		1475	20	375	1080	16.6	25.4	775
	ADVERTISING								
	ADVERTISING	6150							
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	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING	6200							
	BLUELINES	6210							
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	PRINTING AND BINDING								
	INSURANCE								
	FIRE & EXTENDED COVERA	6250							
	PUBLIC LIAB/PROPERTY D	6255							
	AUTOMOBILE INSURANCE	6265							

-----	INSURANCE	-----	-----	-----	-----	-----	-----	-----	-----
	UTILITIES								
20	GAS 6300	1000		43	957	16.6	4.3	742-	74.2-
346	ELECTRICITY 6305	7126		1033	6093	16.6	14.4	928-	13.0-
	WATER 6315								
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366	UTILITIES	8126		1075	7051	16.6	13.2	1,676-	20.6-
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M 6350	1400	375		1025	16.6		1,400-	100.0-
	ELECTRICAL R&M 6355								
	PLUMBING EQUIPMENT R&M 6357								
	STREETS & STRUCTURES R 6360	7800			7800	16.6		7,800-	100.0-
	OFFICE EQUIPMENT R&M 6365	1200			1200	16.6		1,200-	100.0-
	FIXED EQUIPMENT R&M 6380	4600			4600	16.6		4,600-	100.0-
	MINOR EQUIPMENT R&M 6382								
29020	MOTOR VEHICLE EQ. R&M 6384	39000		29481	9519	16.6	75.5	137,886	353.5
	CONSTRUCTION EQUIP R&M 6386	8500			8500	16.6		8,500-	100.0-
	AGRICULTURAL EQ. R&M 6387	700			700	16.6		700-	100.0-
	COMMUNICATION EQ. R&M 6390								
	CLEANING AND PAINTING 6392								
	DISINFECT./EXTERMINATI 6394	1000		100	900	16.6	10.0	400-	40.0-
	SIGN PAINTING 6396								
250	TOW IN CHARGES 6398	750		315	435	16.6	42.0	1,140	152.0
	OTHER REPAIRS AND MAIN 6399	1500			1500	16.6		1,500-	100.0-
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29270	REPR/MAINT-OUTSIDE L	66450	375	29896	36179	16.6	44.9	112,926	169.9
	RENTALS								
	MACHINERY RENT 6420								
	CYLINDER RENT 6425								
269	UNIFORM RENT 6430	3500		920	2580	16.6	26.2	2,020	57.7
63	MOP-MAT-RAG RENT 6435	1350		204	1146	16.6	15.1	126-	9.3-
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332	RENTALS	4850		1124	3726	16.6	23.1	1,894	39.0
	OTHER SERVICES & CHARGE								
	THEFT LOSS 6818	10			10	16.6		10-	100.0-
	BANK SERV/TRF FEE 6832								
165	DUES AND MEMBERSHIPS 6840	240		165	75	16.6	68.7	750	312.5
	REGISTRATION FEE/TUITI 6845	350			350	16.6		350-	100.0-
	SERVICES NOT SPECIFIED 6999								
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165	OTHER SERVICES & CHA	600		165	435	16.6	27.5	390	65.0
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30793	OTHER SERVICES & CHAR	86801	395	33496	52910	16.6	38.5	114,175	131.5
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	LAND								
1575	LAND 7000	5000		1575	3425	16.6	31.5	4,450	89.0
	SITE IMPROVEMENT 7045	25000			25000	16.6		25,000-	100.0-
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1575	LAND	30000		1575	28425	16.6	5.2	20,550-	68.5-
	BUILDING/BLD IMPROVEMEN								
	BUILDINGS 7100								

	BUILDING IMPROVEMENTS	7150							
	HIGHLAND	7150 13							
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	BUILDING IMPROVEMEN								
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	BUILDING/BLD IMPROVE								
	IMPROVEMENT OTHER THAN								
	FENCES/RAILINGS	7212	12000			12000	16.6	12,000-	100.0-
	DRAINS	7215							
	STREETS & ROADWAYS	7230							
	LANDSCAPING	7250	3000			3000	16.6	3,000-	100.0-
	C & N TREE GRANT	7250 02							
-----			-----	-----	-----	-----	-----	-----	-----
	LANDSCAPING		3000			3000	16.6	3,000-	100.0-
	OTHER IMPROVEMENTS	7295							
-----			-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH		15000			15000	16.6	15,000-	100.0-
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP.	7325							
	AGRICULTURAL EQUIPMENT	7335	18200			18200	16.6	18,200-	100.0-
	CONSTRUCTION EQUIPMENT	7345							
	COMMUNICATION EQUIPMEN	7355	2000			2000	16.6	2,000-	100.0-
	PIPE	7370							
	OTHER EQUIPMENT	7399							
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	MACHINERY AND EQUIPM		20200			20200	16.6	20,200-	100.0-
	VEHICLES								
	AUTOMOBILES	7400							
	PICK UP TRUCKS	7420							
	DUMP TRUCKS	7440							
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	VEHICLES								
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1575	CAPITAL OUTLAY		65200		1575	63625	16.6 2.4	55,750-	85.5-
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98047	EXPENDITURES		1055652	807	163951	890895	16.6 15.5	71,946-	6.8-

001560 - GENERAL FUND-PARKING OPER.

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN	ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES									
4401	REGULAR WAGES 4000	92948		8912	84036	16.6	9.5	39,476-	42.4-
	DISASTER RECOVERY WAGE 4010								
	OVERTIME 4300	1000			1000	16.6		1,000-	100.0-
	DISASTER RECOVERY OVER 4310								
4401	SALARIES	93948		8912	85036	16.6	9.4	40,476-	43.0-
EMPLOYEE BENEFITS									
329	STATE RETIREMENT 4600	16350		646	15704	16.6	3.9	12,474-	76.2-
337	F.I.C.A. TAXES 4700	7190		682	6508	16.6	9.4	3,098-	43.0-
	HOSPITALIZATION INS. 4800								
	UNEMPLOYMENT BENEFITS 4900	2500			2500	16.6		2,500-	100.0-
	WORKMAN'S COMPENSATION 4910	4300			4300	16.6		4,300-	100.0-
666	EMPLOYEE BENEFITS	30340		1328	29012	16.6	4.3	22,372-	73.7-
5067	PERSONAL SERVICES	124288		10240	114048	16.6	8.2	62,848-	50.5-
OFFICE SUPPLIES									
	PAPER 5003								
	PRINTED FORMS 5005								
	OTHER EXPENDABLE OFF.S 5010	600			600	16.6		600-	100.0-
	MINOR OFFICE EQUIP/FUR 5020	600			600	16.6		600-	100.0-
	COMPUTER SUPPLIES 5080								
	OFFICE SUPPLIES	1200			1200	16.6		1,200-	100.0-
OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP 5100	300			300	16.6		300-	100.0-
	CHEMICALS 5130	50			50	16.6		50-	100.0-
	GAS AND OIL 5250	500			500	16.6		500-	100.0-
	WEARING APPAREL 5355	500			500	16.6		500-	100.0-
	HORT./LANDSCAPING SPLY 5440								
	MINOR EQUIPMENT 5460	1000			1000	16.6		1,000-	100.0-
	OTHER OPERATING MATL/S 5590	600	38		562	16.6		600-	100.0-
	OPERATING SUPPLIES	2950	38		2912	16.6		2,950-	100.0-
REPAIR & MAINTENANCE SP									
	ELECTRICAL SUPPLIES 5605	1500			1500	16.6		1,500-	100.0-
	PAINT AND PAINTING SPL 5650	1020			1020	16.6		1,020-	100.0-
	MTR VEHICLE REP. PTS/S 5700	280			280	16.6		280-	100.0-
	REPAIR & MAINTENANCE	2800			2800	16.6		2,800-	100.0-
	SUPPLIES AND EXPENSES	6950	38		6912	16.6		6,950-	100.0-

[illegible]

	MACHINERY AND EQUIPM								
	VEHICLES								
-----	AUTOMOBILES	7400	-----	-----	-----	-----	-----	-----	-----
	VEHICLES								
-----			-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY								
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6075	EXPENDITURES		186188	4,937	14269	166982	16.6 7.6	100,574-	54.0-

002300 - PKS/REC-RECREATION MAINT. DIV.

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN	ACTUAL	PROJECTED.... OVER/UNDER	%
<u>SALARIES</u>									
67856	REGULAR WAGES 4000	934260		134325	799935	16.6	14.3	128,310-	13.7-
	DISASTER RECOVERY WAGE 4010								
1960	OVERTIME 4300	40000		9121	30879	16.6	22.8	14,726	36.8
	DISASTER RECOVERY OVER 4310								
<u>-----</u>									
69816	SALARIES	974260		143447	830813	16.6	14.7	113,578-	11.6-
<u>EMPLOYEE BENEFITS</u>									
12031	STATE RETIREMENT 4600	169530		24780	144750	16.6	14.6	20,850-	12.2-
5211	F.I.C.A. TAXES 4700	74550		10715	63835	16.6	14.3	10,260-	13.7-
19720	HOSPITALIZATION INS. 4800	273000		39440	233560	16.6	14.4	36,360-	13.3-
	UNEMPLOYMENT BENEFITS 4900	6000		548	5452	16.6	9.1	2,712-	45.2-
	WORKMAN'S COMPENSATION 4910	33000			33000	16.6		33,000-	100.0-
<u>-----</u>									
36962	EMPLOYEE BENEFITS	556080		75484	480596	16.6	13.5	103,176-	18.5-
<u>-----</u>									
106778	PERSONAL SERVICES	1530340		218931	1311409	16.6	14.3	216,754-	14.1-
<u>OFFICE SUPPLIES</u>									
	PAPER 5003								
	PRINTED FORMS 5005								
17	OTHER EXPENDABLE OFF.S 5010	2300		17	2283	16.6	.7	2,198-	95.5-
	MINOR OFFICE EQUIP/FUR 5020	3000	677		2323	16.6		3,000-	100.0-
	PHOTO SUPPLIES 5040								
	BOOKS 5070								
	COMPUTER SUPPLIES 5080								
<u>-----</u>									
17	OFFICE SUPPLIES	5300	677	17	4606	16.6	.3	5,198-	98.0-
<u>OPERATING SUPPLIES</u>									
3070	CLEANING/JANITORIAL SP 5100	16000	686	3464	11850	16.6	21.6	4,784	29.9
	MEDICAL SUPPLIES 5120	400			400	16.6		400-	100.0-
5878	CHEMICALS 5130	33500		6746	26754	16.6	20.1	6,976	20.8
6329	GAS AND OIL 5250	68000		13443	54557	16.6	19.7	12,658	18.6
712	LUBRICANTS 5255	6000	226	1557	4218	16.6	25.9	3,342	55.7
	DIESEL FUEL 5257	1000		101	899	16.6	10.1	394-	39.4-
	WEARING APPAREL 5355	3000		300	2700	16.6	10.0	1,200-	40.0-
	ASPHALT & ASPHALT PROD 5400								
	CONCRETE, CEMENT, ETC. 5405	2000			2000	16.6		2,000-	100.0-
	SAND,CLAY,GRVL,FILL DI 5415	13000		260	12740	16.6	2.0	11,440-	88.0-
18939	HORT./LANDSCAPING SPLY 5440	53000	670	21276	31054	16.6	40.1	74,656	140.8
1287	HAND TOOLS 5450	3500		1882	1618	16.6	53.7	7,792	222.6
424	MINOR EQUIPMENT 5460	5600		424	5176	16.6	7.5	3,056-	54.5-
8011	RECREATIONAL SUPPLIES 5510	28000	7,903	9960	10136	16.6	35.5	31,760	113.4
98	OTHER OPERATING MATL/S 5590	6000	50	151	5799	16.6	2.5	5,094-	84.9-

OTHER OPER.MATLS-KAB 5591									
44748	OPERATING SUPPLIES	239000	9,535	59562	169903	16.6	24.9	118,372	49.5
	REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600	20000	786	81	19133	16.6	.4	19,514-	97.5-
135	ELECTRICAL SUPPLIES 5605	25000		345	24655	16.6	1.3	22,930-	91.7-
3738	PLUMBING SUPPLIES 5610	15000	125	3905	10971	16.6	26.0	8,430	56.2
	STRUCTURAL STEEL & IRO 5620	500			500	16.6		500-	100.0-
4669	PAINT AND PAINTING SPL 5650	20000		6308	13692	16.6	31.5	17,848	89.2
643	MTR VEHICLE REP. PTS/S 5700	21000	1,188	1987	17825	16.6	9.4	9,078-	43.2-
	COMMUNICATION REPAIR P 5750	1700			1700	16.6		1,700-	100.0-
2000	AGRICLTR REPAIR PTS/S 5755	38000	535	5927	31539	16.6	15.5	2,438-	6.4-
	OTHER REPAIR/MAINT. SP 5990	1500			1500	16.6		1,500-	100.0-
	VANDALISM REPAIR PARTS 5992								
	REPR SPLY-8/29/05 STOR 5995								
11184	REPAIR & MAINTENANCE	142700	2,634	18552	121515	16.6	13.0	31,388-	21.9-
55949	SUPPLIES AND EXPENSES	387000	12,846	78131	296025	16.6	20.1	81,786	21.1
	PROFESSIONAL SERVICES								
	CONSULTANT SERV/SURVEY 6020	21904			21904	16.6		21,904-	100.0-
5372	OTHER PROFESSIONAL SER 6049	26947		6338	20609	16.6	23.5	11,081	41.1
5372	PROFESSIONAL SERVICE	48851		6338	42513	16.6	12.9	10,823-	22.1-
	COMMUNICATIONS								
	TELEPHONE AND TELEGRAP 6060	5000			5000	16.6		5,000-	100.0-
	POSTAGE 6070	100			100	16.6		100-	100.0-
	COMMUNICATIONS	5100			5100	16.6		5,100-	100.0-
	TRANSPORTATION								
	TRAVEL EXPENSE 6110	450			450	16.6		450-	100.0-
918	FREIGHT 6120	5778		1224	4554	16.6	21.1	1,566	27.1
918	TRANSPORTATION	6228		1224	5004	16.6	19.6	1,116	17.9
	ADVERTISING								
	ADVERTISING 6150	750			750	16.6		750-	100.0-
	ADVERTISING	750			750	16.6		750-	100.0-
	PRINTING AND BINDING								
	PRINTING 6200								
	PRINTING AND BINDING								
	INSURANCE								
	PUBLIC LIAB/PROPERTY D 6255								
	AUTOMOBILE INSURANCE 6265								
	OTHER INSURANCE 6299								
	INSURANCE								
	UTILITIES								
	GAS 6300								
1252	ELECTRICITY 6305	13800		3055	10745	16.6	22.1	4,530	32.8

BUILDINGS	7100						
DAHMER PARK	7100 08						
TATUM PARK	7100 10						
SAENGER BLD/JDS CTR.	7100 19						

BUILDINGS							
BUILDING IMPROVEMENTS	7150						
REC.CENTER (OLD YMCA)	7150 10						
BURGER CTR(6TH ST)	7150 12						
GROUNDS MAINT,SHOP	7150 31						
UNETTA STREET GYM	7150 36						

BUILDING IMPROVEMEN							

BUILDING/BLD IMPROVE							
IMPROVEMENT OTHER THAN							
PARKING LOT/DRIVEWAY	7227						
PARK & PLAYGROUND LIGH	7240						
SMOKEY HERRINGTON FIEL	7243						
TRACKS	7244						
JAYCEE BALLPK/WORLD SE	7248						
LANDSCAPING	7250						
MDOT-INTERCHANGE ENHA	7250 01						
TREE RECOVERY (GRANT)	7250 02						
DOWNTOWN LANDSCAPING	7250 03						

LANDSCAPING							
POOLS	7252						
DAHMER POOL	7252 01						
REC CENTER POOL	7252 02						
5TH STREET POOL	7252 03						
CITY PARK-BUSCHMAN	7252 04						
BEN MCNAIR POOL	7252 05						

POOLS							
RECREATION IMPROVEMENT	7256						
TATUM PARK	7256 01						
PEOPLE'S PARK-PALMERS	7256 03						
TIPTON STREET	7256 04						
9TH STREET BALLPARK	7256 05						
JAYCEE BALLPARK	7256 06						
5TH STREET COMM. CTR.	7256 07						
SAN ANTONIO SCORE BOO	7256 10						
HOPE PARK	7256 11						
MOBILE ST. POCKET PAR	7256 14						
MILTON BARNES WALKING	7256 15						

RECREATION IMPROVEM							
OTHER IMPROVEMENTS	7295						
KAMPER PK TENNIS/WLK	7295 03	42654	42,654		16.6	42,654-	100.0-
THAMES ELEMENTARY	7295 05						
TIMBERTON IMPROVEMENT	7295 13						

	PLAYGROUND IMPROVEMEN	7295	15						
	DAHMER PARK	7295	18						
	CAMERON FIELD	7295	19						
	REC.FAC. - STORM DAMA	7295	40						
	DUNCAN LAKE	7295	42						
	CHAIN PARK	7295	43						
	VETERAN'S PARK	7295	46						
	TATUM PARK/DIXIE YOUT	7295	49						
	KATZ PARK WALL	7295	50						
	TOWN SQUARE PARK	7295	52						
	MISC.OTHER IMPROVEMEN	7295	99						
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	OTHER IMPROVEMENTS	42654		42,654			16.6	42,654-	100.0-
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	IMPROVEMENT OTHER TH	42654		42,654			16.6	42,654-	100.0-
	MACHINERY AND EQUIPMENT								
	8/29/05 STORM EQUIP	7302							
	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327							
	AGRICULTURAL EQUIPMENT	7335	75000	24,499		50501	16.6	75,000-	100.0-
	RECREATIONAL EQUIPMENT	7350							
	COMMUNICATION EQUIPMEN	7355							
	OTHER EQUIPMENT	7399							
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	MACHINERY AND EQUIPM	75000		24,499		50501	16.6	75,000-	100.0-
	VEHICLES								
	BUSES	7410							
	PICK UP TRUCKS	7420	69000			69000	16.6	69,000-	100.0-
	SPECIAL TRUCKS	7450							
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	VEHICLES	69000				69000	16.6	69,000-	100.0-
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	CAPITAL OUTLAY	191654		67,153	5000	119501	16.6 2.6	161,654-	84.3-
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179762	EXPENDITURES	2607696		98,559	340856	2168283	16.6 13.0	562,560-	21.5-

002315 - PKS/REC-REC.ADMIN/COM.REL.

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN	PERCENT ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES									
20268	REGULAR WAGES 4000	432010		41413	390597	16.6	9.5	183,532-	42.4-
	DISASTER RECOVERY WAGE 4010								
982	OVERTIME 4300	12000		1773	10227	16.6	14.7	1,362-	11.3-
	DISASTER RECOVERY OVER 4310								
21250	SALARIES	444010		43186	400824	16.6	9.7	184,894-	41.6-
EMPLOYEE BENEFITS									
3698	STATE RETIREMENT 4600	77260		7514	69746	16.6	9.7	32,176-	41.6-
1554	F.I.C.A. TAXES 4700	34000		3158	30842	16.6	9.2	15,052-	44.2-
3485	HOSPITALIZATION INS. 4800	54600		7545	47055	16.6	13.8	9,330-	17.0-
	UNEMPLOYMENT BENEFITS 4900	1000			1000	16.6		1,000-	100.0-
	WORKMAN'S COMPENSATION 4910	16000			16000	16.6		16,000-	100.0-
8737	EMPLOYEE BENEFITS	182860		18217	164643	16.6	9.9	73,558-	40.2-
29987	PERSONAL SERVICES	626870		61403	565467	16.6	9.7	258,452-	41.2-
OFFICE SUPPLIES									
	PAPER 5003	500			500	16.6		500-	100.0-
	PRINTED FORMS 5005	350			350	16.6		350-	100.0-
	OTHER EXPENDABLE OFF.S 5010	2250			2250	16.6		2,250-	100.0-
	MINOR OFFICE EQUIP/FUR 5020								
	SUBSCRIPTIONS,MAGS,MAP 5050								
	BOOKS 5070								
	COMPUTER SUPPLIES 5080	4000			4000	16.6		4,000-	100.0-
	OFFICE SUPPLIES	7100			7100	16.6		7,100-	100.0-
OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP 5100								
	HOUSEHOLD SUPPLIES 5110								
	FOOD 5115	500			500	16.6		500-	100.0-
	MEDICAL SUPPLIES 5120	200			200	16.6		200-	100.0-
	CHEMICALS 5130	10000		417	9583	16.6	4.1	7,498-	74.9-
	SERVE-SAFE SUPPLIES 5155	200			200	16.6		200-	100.0-
196	GAS AND OIL 5250	4000		486	3514	16.6	12.1	1,084-	27.1-
	LUBRICANTS 5255								
	OTHER FUEL 5260								
	WEARING APPAREL 5355	1400			1400	16.6		1,400-	100.0-
	CONCRETE, CEMENT, ETC. 5405								
	SAND,CLAY,GRVL,FILL DI 5415								
	HORT./LANDSCAPING SPLY 5440								
177	MINOR EQUIPMENT 5460	1000		177	823	16.6	17.7	62	6.2
2441	RECREATIONAL SUPPLIES 5510	60000	5,566	8025	46409	16.6	13.3	11,850-	19.7-

	MDSE FOR RESALE	5520							
	CERAMIC SUP.FOR RESALE	5521							
	OTHER OPERATING MATL/S	5590							
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2814	OPERATING SUPPLIES	77300	5,566	9104	62629	16.6	11.7	22,676-	29.3-
	REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S	5600							
	ELECTRICAL SUPPLIES	5605							
	PLUMBING SUPPLIES	5610							
	STRUCTURAL STEEL & IRO	5620							
	PAINT AND PAINTING SPL	5650	400		400	16.6		400-	100.0-
	MTR VEHICLE REP. PTS/S	5700	2000	352	1648	16.6	17.6	112	5.6
	RECREATIONAL EQ. REP P	5765							
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	REPAIR & MAINTENANCE	2400		352	2048	16.6	14.6	288-	12.0-
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2814	SUPPLIES AND EXPENSES	86800	5,566	9456	71778	16.6	10.8	30,064-	34.6-
	PROFESSIONAL SERVICES								
	ARCHITECTURAL	6012							
	CONSULTANT SERV/SURVEY	6020							
	CONTRACTUAL PROGRAMS	6032							
3450	OFFICIALS	6034	64644	7370	57274	16.6	11.4	20,424-	31.5-
98232	OTHER PROFESSIONAL SER	6049	186748	101958	84790	16.6	54.5	425,000	227.5
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101682	PROFESSIONAL SERVICE	251392		109328	142064	16.6	43.4	404,576	160.9
	COMMUNICATIONS								
408	TELEPHONE AND TELEGRAP	6060	2000	900	1100	16.6	45.0	3,400	170.0
	POSTAGE	6070							
-----		-----	-----	-----	-----	-----	-----	-----	-----
408	COMMUNICATIONS	2000		900	1100	16.6	45.0	3,400	170.0
	TRANSPORTATION								
	TRAVEL EXPENSE	6110	2000	1136	864	16.6	56.8	4,816	240.8
	CONTRACT TRAVEL	6115	1000		1000	16.6		1,000-	100.0-
	FREIGHT	6120	1500		1500	16.6		1,500-	100.0-
	MESSENGER/EXPRESS SERV	6130	500		500	16.6		500-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----	-----
	TRANSPORTATION	5000		1136	3864	16.6	22.7	1,816	36.3
	ADVERTISING								
	ADVERTISING	6150							
	ADVERTISING-SPEC. EVEN	6152	1000		1000	16.6		1,000-	100.0-
	ADVERTISING-SENIOR FAR	6154	1500	713	788	16.6	47.5	2,778	185.2
-----		-----	-----	-----	-----	-----	-----	-----	-----
	ADVERTISING	2500		713	1788	16.6	28.5	1,778	71.1
	PRINTING AND BINDING								
	PRINTING	6200							
	FILM PROCESSING	6240							
-----		-----	-----	-----	-----	-----	-----	-----	-----
	PRINTING AND BINDING								
	INSURANCE								
	PUBLIC LIAB/PROPERTY D	6255							
	BOILER MACHINERY	6260							

	OTHER INSURANCE	6299								
	INSURANCE									
	UTILITIES									
46	GAS	6300	4000		92	3908	16.6	2.3	3,448-	86.2-
16366	ELECTRICITY	6305	175000		35788	139212	16.6	20.4	39,728	22.7
16412	UTILITIES		179000		35879	143121	16.6	20.0	36,274	20.2
530	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	1000	397	530	73	16.6	53.0	2,180	218.0
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
	OFFICE EQUIPMENT R&M	6365	1400			1400	16.6		1,400-	100.0-
	HOUSEHOLD EQUIPMENT R&	6370								
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382								
	MOTOR VEHICLE EQ. R&M	6384								
	RECREATIONAL EQ. R&M	6388	2000			2000	16.6		2,000-	100.0-
	COMMUNICATION EQ. R&M	6390								
	DISINFECT./EXTERMINATI	6394	2000		269	1731	16.6	13.4	386-	19.3-
	SIGN PAINTING	6396	400			400	16.6		400-	100.0-
	TOW IN CHARGES	6398								
	OTHER REPAIRS AND MAIN	6399								
530	REPR/MAINT-OUTSIDE L		6800	397	799	5604	16.6	11.7	2,006-	29.5-
	RENTALS									
	LAND RENT	6400								
	MACHINERY RENT	6420								
	CYLINDER RENT	6425								
	MOP-MAT-RAG-RENT	6435								
	OTHER RENT	6449	1100			1100	16.6		1,100-	100.0-
	RENTALS		1100			1100	16.6		1,100-	100.0-
	OTHER SERVICES & CHARGE									
312	PROP.TAX COLL. FEES .0	6830	7000		635	6365	16.6	9.0	3,190-	45.5-
1	PROP.TAX COLL. FEES.00	6831	8000		9	7991	16.6	.1	7,946-	99.3-
	BANK SERV/TRF FEE	6832								
745	DUES AND MEMBERSHIPS	6840	2000		1051	949	16.6	52.5	4,306	215.3
	REGISTRATION FEE/TUITI	6845	1500		765	735	16.6	51.0	3,090	206.0
	CONTRACT COACHES	6852								
	DAY CAMP COUNSELORS	6855								
	CUSTODIAL SERVICE	6870								
	SERVICES NOT SPECIFIED	6999	200			200	16.6		200-	100.0-
1058	OTHER SERVICES & CHA		18700		2460	16240	16.6	13.1	3,940-	21.0-
120089	OTHER SERVICES & CHAR		466492	397	151216	314879	16.6	32.4	440,804	94.4
	IMPROVEMENT OTHER THAN									
	PARKING LOT/DRIVEWAY	7227								
	OTHER IMPROVEMENTS	7295								

IMPROVEMENT OTHER TH
MACHINERY AND EQUIPMENT
OFFICE FURN/EQUIP. 7325
DATA PROCESSING EQUIP. 7327
RECREATIONAL EQUIPMENT 7350
COMMUNICATION EQUIPMEN 7355

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	MACHINERY AND EQUIPM							
	VEHICLES							
-----	PICK UP TRUCKS 7420	-----	-----	-----	-----	-----	-----	-----
	VEHICLES							
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY							
-----		-----	-----	-----	-----	-----	-----	-----
152890	EXPENDITURES	1180162	5,963	222075	952124	16.6	18.8	152,288 12.9

002341 - PKS/REC-KAMPER PARK ZOO DIV.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
	REGULAR WAGES	4000						
	DISASTER RECOVERY WAGE	4010						
	OVERTIME	4300						
	DISASTER RECOVERY OVER	4310						
-----			-----	-----	-----	-----	-----	-----
SALARIES								
EMPLOYEE BENEFITS								
	STATE RETIREMENT	4600						
	F.I.C.A. TAXES	4700						
	HOSPITALIZATION INS.	4800						
	UNEMPLOYMENT BENEFITS	4900						
	WORKMAN'S COMPENSATION	4910						
-----			-----	-----	-----	-----	-----	-----
EMPLOYEE BENEFITS								
-----			-----	-----	-----	-----	-----	-----
PERSONAL SERVICES								
OFFICE SUPPLIES								
	PAPER	5003						
	PRINTED FORMS	5005						
	OTHER EXPENDABLE OFF.S	5010						
	MINOR OFFICE EQUIP/FUR	5020						
	PHOTO SUPPLIES	5040						
	SUBSCRIPTIONS,MAGS,MAP	5050						
	BOOKS	5070						
-----			-----	-----	-----	-----	-----	-----
OFFICE SUPPLIES								
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP	5100						
	HOUSEHOLD SUPPLIES	5110						
	MEDICAL SUPPLIES	5120						
	CHEMICALS	5130						
	FEED FOR ANIMALS	5150						
	ANIMAL SUPPLIES	5160						
	GAS AND OIL	5250						
	LUBRICANTS	5255						
	DIESEL FUEL	5257						
	OTHER FUEL	5260						
	WEARING APPAREL	5355						
	CONCRETE, CEMENT, ETC.	5405						
	SAND,CLAY,GRVL,FILL DI	5415						
	HORT./LANDSCAPING SPLY	5440						
	HAND TOOLS	5450						

MINOR EQUIPMENT	5460
RECREATIONAL SUPPLIES	5510
CONCESSION SUPPLIES	5515
MDSE FOR RESALE-GIFTSH	5520
MDSE FOR RESALE-CONCES	5522
TRAFFIC SIGNS	5545
OTHER OPERATING MATL/S	5590

OPERATING SUPPLIES	
REPAIR & MAINTENANCE SP	
BUILDING MATERIALS & S	5600
ELECTRICAL SUPPLIES	5605
PLUMBING SUPPLIES	5610
STRUCTURAL STEEL & IRO	5620
PAINT AND PAINTING SPL	5650
MTR VEHICLE REP. PTS/S	5700
COMMUNICATION REPAIR P	5750
AGRICLTRL REPAIR PTS/S	5755
RECREATIONAL EQ. REP P	5765
OTHER REPAIR/MAINT. SP	5990

REPAIR & MAINTENANCE	
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SUPPLIES AND EXPENSES	
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PROFESSIONAL SERVICES	
VETERINARIAN	6030
OTHER PROFESSIONAL SER	6049
OTHER PROF SERV-KPZ CO	6049 98

PROFESSIONAL SERVICE	
COMMUNICATIONS	
TELEPHONE AND TELEGRAP	6060
POSTAGE	6070

COMMUNICATIONS	
TRANSPORTATION	
TRAVEL EXPENSE	6110
FREIGHT	6120
MESSENGER/EXPRESS SERV	6130

TRANSPORTATION	
ADVERTISING	
ADVERTISING	6150

ADVERTISING	
PRINTING AND BINDING	
PRINTING	6200
FILM PROCESSING	6240

PRINTING AND BINDING	
INSURANCE	

PUBLIC LIAB/PROPERTY D 6255
BOILER MACHINERY 6260
AUTOMOBILE INSURANCE 6265

INSURANCE
UTILITIES
GAS 6300
ELECTRICITY 6305

UTILITIES
REPR/MAINT-OUTSIDE LABO
BUILDING R&M 6350
ELECTRICAL R&M 6355
PLUMBING EQUIPMENT R&M 6357
OFFICE EQUIPMENT R&M 6365
HOUSEHOLD EQUIPMENT R& 6370
FIXED EQUIPMENT R&M 6380
MINOR EQUIPMENT R&M 6382
MOTOR VEHICLE EQ. R&M 6384
AGRICULTURAL EQ. R&M 6387
RECREATIONAL EQ. R&M 6388
COMMUNICATION EQ. R&M 6390
DISINFECT./EXTERMINATI 6394
SIGN PAINTING 6396
TOW IN CHARGES 6398
OTHER REPAIRS AND MAIN 6399

REPR/MAINT-OUTSIDE L
RENTALS
LAND RENT 6400
BUILDING RENT 6405
MACHINERY RENT 6420
CYLINDER RENT 6425
UNIFORM RENT 6430
MOP-MAT-RAG RENT 6435
OTHER RENT 6449

RENTALS
OTHER SERVICES & CHARGE
THEFT LOSS 6818
DUES AND MEMBERSHIPS 6840
REGISTRATION FEE/TUITI 6845
CUSTODIAL SERVICE 6870
SALES TAX-KPZ RIDES 6996
SERVICES NOT SPECIFIED 6999

OTHER SERVICES & CHA

OTHER SERVICES & CHAR

BUILDING/BLD IMPROVEMEN
BUILDINGS 7100

K.P CONCESSION STAND 7100 06
REHAB. EXISTING BLDGS 7100 12

BUILDINGS
BUILDING IMPROVEMENTS 7150
ED CENTER HOLDING ARE 7150 08

BUILDING IMPROVEMEN

BUILDING/BLD IMPROVE
IMPROVEMENT OTHER THAN
PARKING LOT/DRIVEWAY 7227
STREETS & ROADWAYS 7230
PARK & PLAYGROUND LIGH 7240
LANDSCAPING 7250
OTHER IMPROVEMENTS 7295
TIGER EXHIBIT 7295 14
ZEBRA EXHIBIT 7295 17
SMALL ANIMAL EXHIBITS 7295 23
AFRICAN EXHIBIT 7295 25
PRAIRIE DOG EXHIBIT 7295 48
MISC.OTHER IMPROVEMEN 7295 99

OTHER IMPROVEMENTS

IMPROVEMENT OTHER TH
MACHINERY AND EQUIPMENT
HOUSEHOLD FURN/EQUIP. 7320
DATA PROCESSING EQUIP. 7327
AGRICULTURAL EQUIPMENT 7335
RECREATIONAL EQUIPMENT 7350
COMMUNICATION EQUIPMEN 7355
OTHER EQUIPMENT 7399

MACHINERY AND EQUIPM
VEHICLES
AUTOMOBILES 7400
PICK UP TRUCKS 7420

VEHICLES
OTHER
ZOOLOGICAL ANIMALS 7505

OTHER

CAPITAL OUTLAY

EXPENDITURES

004369 - LIBRARY FUND EXPENDITURES

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
304	PROP.TAX COLL. FEES .0 6830			620	620-		3,720	
1	PROP.TAX COLL. FEES.00 6831			8	8-		48	
-----		-----	-----	-----	-----	-----	-----	-----
305	OTHER SERVICES & CHA			629	629-		3,774	
-----		-----	-----	-----	-----	-----	-----	-----
305	OTHER SERVICES & CHAR			629	629-		3,774	
-----		-----	-----	-----	-----	-----	-----	-----
305	EXPENDITURES			629	629-		3,774	

005160 - H.M.F.P.FUND-FIRE DIVISION

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
OFFICE SUPPLIES								
MINOR OFFICE EQUIP/FUR 5020								
PUBLIC EDUCATION MAT'L 5032								
-----		-----	-----	-----	-----	-----	-----	-----
OFFICE SUPPLIES								
OPERATING SUPPLIES								
GAS AND OIL 5250								
		55000			55000	16.6	55,000-	100.0-
WEARING APPAREL 5355								
MINOR EQUIPMENT 5460								
		4300			4300	16.6	4,300-	100.0-
MINOR FIRE FIGHTING EQ 5462								
HAZ.MAT SUPPLIES 5466								
FIRE HOSE 5470								
SFTY/FIRE P/MATL CONTR 5535								
OTHER OPER.MATLS-USM 5590								
-----		-----	-----	-----	-----	-----	-----	-----
OPERATING SUPPLIES								
		59300			59300	16.6	59,300-	100.0-
REPAIR & MAINTENANCE SP								
MTR VEHICLE REP. PTS/S 5700								
		6000			6000	16.6	6,000-	100.0-
COMMUNICATION REPAIR P 5750								
		3200			3200	16.6	3,200-	100.0-
MINOR COMPUTER EQUIP. 5800								
-----		-----	-----	-----	-----	-----	-----	-----
REPAIR & MAINTENANCE								
-----		-----	-----	-----	-----	-----	-----	-----
SUPPLIES AND EXPENSES								
		68500			68500	16.6	68,500-	100.0-
OTHER PROFESSIONAL SER 6049								
TRANSPORTATION								
TRAVEL EXPENSE 6110								
-----		-----	-----	-----	-----	-----	-----	-----
TRANSPORTATION								
REPR/MAINT-OUTSIDE LABO								
BUILDING R&M (USM) 6350								
		45000			45000	16.6	45,000-	100.0-
MOTOR VEHICLE EQ. R&M 6384								
COMMUNICATION EQ. R&M 6390								
-----		-----	-----	-----	-----	-----	-----	-----
REPR/MAINT-OUTSIDE L								
		45000			45000	16.6	45,000-	100.0-
OTHER SERVICES & CHARGE								
BANK SERV/TRF FEE 6832								
		10000			10000	16.6	10,000-	100.0-
REGISTRATION FEE/TUITI 6845								
-----		-----	-----	-----	-----	-----	-----	-----
OTHER SERVICES & CHA								
-----		-----	-----	-----	-----	-----	-----	-----
OTHER SERVICES & CHAR								
		60200			60200	16.6	60,200-	100.0-

62735	LAND									
-----	LAND	7000	62750	-----	62735	15	16.6	99.9	313,660	499.8
62735	LAND		62750	-----	62735	15	16.6	99.9	313,660	499.8
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	FIRE DRILL TOWER	7100 02	4100		4100	16.6			4,100-	100.0-
	FIRE STATIONS	7100 20	4500		4500	16.6			4,500-	100.0-
-----			-----	-----	-----	-----	-----	-----	-----	-----
	BUILDINGS		8600		8600	16.6			8,600-	100.0-
	BUILDING IMPROVEMENTS	7150								
	FIRE STA IMPR-USM MON	7150 30								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	BUILDING IMPROVEMEN									
-----			-----	-----	-----	-----	-----	-----	-----	-----
	BUILDING/BLD IMPROVE		8600		8600	16.6			8,600-	100.0-
	IMPROVEMENT OTHER THAN									
	PARKING LOT/DRIVEWAY	7227								
	LANDSCAPING	7250								
	OTHER IMPROVEMENTS	7295								
	OTHER IMPROVEMENTS-USM	7297								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
20750	FIRE FIGHTING	7315	137250		20750	116500	16.6	15.1	12,750-	9.2-
	HOUSEHOLD FURN/EQUIP.	7320	5000			5000	16.6		5,000-	100.0-
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327	13500			13500	16.6		13,500-	100.0-
	AGRICULTURAL EQUIPMENT	7335								
	COMMUNICATION EQUIPMEN	7355	15000			15000	16.6		15,000-	100.0-
	COMMUNICATION EQ-USM	7356	20000			20000	16.6		20,000-	100.0-
	HYDRANTS & METERS (USM)	7365								
	OTHER EQUIP-USM MONIES	7398								
	OTHER EQUIPMENT	7399								
-----			-----	-----	-----	-----	-----	-----	-----	-----
20750	MACHINERY AND EQUIPM		190750		20750	170000	16.6	10.8	66,250-	34.7-
	VEHICLES									
	AUTOMOBILES	7400								
	MOTORCYCLES	7405								
	BUSES	7410								
	PICK UP TRUCKS	7420								
	HEAVY TRUCKS	7430								
	FIRE TRUCKS	7435								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	VEHICLES									
-----			-----	-----	-----	-----	-----	-----	-----	-----
83485	CAPITAL OUTLAY		262100		83485	178615	16.6	31.8	238,810	91.1
-----			-----	-----	-----	-----	-----	-----	-----	-----
83485	EXPENDITURES		390800		83485	307315	16.6	21.3	110,110	28.1

005460 - H.M.F.P.FUND-CAPITAL LEASES

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	CAPITAL LEASE PAYMENTS							
	MDB-BLDG-FIRE STA #8 8515							
	FIRE TRUCKS LEASE-A'04 8527							
4996	FIRE TRUCKS LEASE-'18 8528	60600		9981	50619	16.6 16.4	714-	1.1-
16189	FIRE TRUCKS LEASE-'16 8529	178900		32359	146541	16.6 18.0	15,254	8.5
	FIRE PROT.EQUIP.LEASE 8530							
	FIRE TRUCKS LEASE-'11 8532							
-----		-----	-----	-----	-----	-----	-----	-----
21185	CAPITAL LEASE PAYMEN	239500		42340	197160	16.6 17.6	14,540	6.0
	INTEREST ON CAPITAL LEA							
	MDB-BLDG-FIRE STA #8 8615							
	FIRE TRUCKS LEASE-A'04 8627							
840	FIRE TRUCKS LEASE-'18 8628	9450		1693	7757	16.6 17.9	708	7.4
189	FIRE TRUCKS LEASE-'16 8629	1250		396	854	16.6 31.6	1,126	90.0
	FIRE PROT.EQUIP.LEASE 8630							
	FIRE TRUCKS LEASE-'11 8632							
-----		-----	-----	-----	-----	-----	-----	-----
1029	INTEREST ON CAPITAL	10700		2088	8612	16.6 19.5	1,828	17.0
-----		-----	-----	-----	-----	-----	-----	-----
22214	DEBT SERVICE	250200		44428	205772	16.6 17.7	16,368	6.5
-----		-----	-----	-----	-----	-----	-----	-----
22214	EXPENDITURES	250200		44428	205772	16.6 17.7	16,368	6.5

008201 - SPEC.ST.IMPR-STREET DIV.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
OPERATING SUPPLIES								
	CHEMICALS 5130							
	GAS AND OIL 5250							
	LUBRICANTS 5255							
	OTHER FUEL 5260							
	ASPHALT & ASPHALT PROD 5400							
	CONCRETE, CEMENT, ETC. 5405							
	BRICK, STONE, MORTAR, ETC 5410							
	SAND, CLAY, GRVL, FILL DI 5415							
	DRAINAGE PIPE & CULVER 5420							
	HORT./LANDSCAPING SPLY 5440							
	MINOR EQUIPMENT 5460							
	TRAFFIC CONTROL EQ. SP 5540							
-----		-----	-----	-----	-----	-----	-----	-----
OPERATING SUPPLIES								
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600							
	PLUMBING SUPPLIES 5610							
	STRUCTURAL STEEL & IRO 5620							
-----		-----	-----	-----	-----	-----	-----	-----
REPAIR & MAINTENANCE								
-----		-----	-----	-----	-----	-----	-----	-----
SUPPLIES AND EXPENSES								
PROFESSIONAL SERVICES								
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
PROFESSIONAL SERVICE								
	REPR/MAINT-OUTSIDE LABO							
	STREETS & STRUCTURES R 6360	100000	6,495		93505	16.6	100,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	REPR/MAINT-OUTSIDE L	100000	6,495		93505	16.6	100,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR	100000	6,495		93505	16.6	100,000-	100.0-
LAND								
	LAND 7000							
	EASEMENTS 7010							
	STREETS & ROADWAYS 7230							
	4TH STREET 7230 09							
	LINCOLN RD-FAUS-#1 7230 12							
	LINCOLN RD-FAUS-#2 7230 17							
	LINCOLN RD-FAUS-#3 7230 27							
	LINCOLN RD-FAUS-#4 7230 29							

CLASSIC DR-FAUS	7230 36
SOUTH 28TH-FAUS	7230 37
WALMART/TIF PROJECT	7230 80

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	STREETS & ROADWAYS							
-----		-----	-----	-----	-----	-----	-----	-----
	LAND							
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES	100000	6,495		93505	16.6	100,000-	100.0-

009660 - W&S O&M-CUSTOMER ACCT. DIV.

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
31320	REGULAR WAGES 4000	449000		62618	386382	16.6 13.9	73,292-	16.3-
	DISASTER RECOVERY WAGE 4010							
1039	OVERTIME 4300	5000		2173	2827	16.6 43.4	8,038	160.7
	DISASTER RECOVERY OVER 4310							
32358	SALARIES	454000		64791	389209	16.6 14.2	65,254-	14.3-
EMPLOYEE BENEFITS								
5630	STATE RETIREMENT 4600	79000		11274	67726	16.6 14.2	11,356-	14.3-
2401	F.I.C.A. TAXES 4700	34740		4808	29932	16.6 13.8	5,892-	16.9-
8120	HOSPITALIZATION INS. 4800	117000		16240	100760	16.6 13.8	19,560-	16.7-
	UNEMPLOYMENT BENEFITS 4900	1200			1200	16.6	1,200-	100.0-
	WORKMAN'S COMPENSATION 4910	5000			5000	16.6	5,000-	100.0-
16151	EMPLOYEE BENEFITS	236940		32321	204619	16.6 13.6	43,014-	18.1-
48509	PERSONAL SERVICES	690940		97113	593828	16.6 14.0	108,262-	15.6-
OFFICE SUPPLIES								
	PAPER 5003	3000			3000	16.6	3,000-	100.0-
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010	6000	397	1306	4296	16.6 21.7	1,836	30.6
	MINOR OFFICE EQUIP/FUR 5020	3300			3300	16.6	3,300-	100.0-
	BOOKS 5070							
	OFFICE SUPPLIES	12300	397	1306	10596	16.6 10.6	4,464-	36.2-
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100	1500		817	683	16.6 54.4	3,402	226.8
	MEDICAL SUPPLIES 5120							
1403	GAS AND OIL 5250	18000		2781	15219	16.6 15.4	1,314-	7.3-
	LUBRICANTS 5255							
	CONCRETE, CEMENT, ETC. 5405							
690	HAND TOOLS 5450	3000		690	2310	16.6 23.0	1,140	38.0
1950	MINOR EQUIPMENT 5460	4000		2091	1909	16.6 52.2	8,546	213.6
4284	METER LOCKS 5467	5400		4284	1116	16.6 79.3	20,304	376.0
	OTHER OPERATING MATL/S 5590	1500			1500	16.6	1,500-	100.0-
8326	OPERATING SUPPLIES	33400		10662	22738	16.6 31.9	30,572	91.5
REPAIR & MAINTENANCE SP								
	ELECTRICAL SUPPLIES 5605	800			800	16.6	800-	100.0-
70	MTR VEHICLE REP. PTS/S 5700	5000		70	4930	16.6 1.4	4,580-	91.6-
	COMMUNICATION REPAIR P 5750							
	OTHER REPAIR/MAINT. SP 5990	500			500	16.6	500-	100.0-

70	REPAIR & MAINTENANCE	6300		70	6230	16.6	1.1	5,880-	93.3-
8396	SUPPLIES AND EXPENSES	52000	397	12039	39564	16.6	23.1	20,234	38.9
	PROFESSIONAL SERVICES								
	AUDITING AND ACCOUNTIN	6010			25000	16.6		25,000-	100.0-
	APPRAISAL	6017							
	LEGAL	6025							
	MEDICAL	6027							
1320	OTHER PROFESSIONAL SER	6049	100000	2326	97674	16.6	2.3	86,044-	86.0-
1320	PROFESSIONAL SERVICE		125000	2326	122674	16.6	1.8	111,044-	88.8-
	COMMUNICATIONS								
1331	TELEPHONE AND TELEGRAP	6060	12000	2045	9955	16.6	17.0	270	2.2
	POSTAGE	6070	64000	10000	54000	16.6	15.6	4,000-	6.2-
1331	COMMUNICATIONS		76000	12045	63955	16.6	15.8	3,730-	4.9-
	TRANSPORTATION								
125	FREIGHT	6120	500	125	375	16.6	25.0	250	50.0
125	TRANSPORTATION		500	125	375	16.6	25.0	250	50.0
	ADVERTISING								
	ADVERTISING	6150							
	ADVERTISING								
	PRINTING AND BINDING								
389	PRINTING	6200	24600	665	23935	16.6	2.7	20,610-	83.7-
389	PRINTING AND BINDING		24600	665	23935	16.6	2.7	20,610-	83.7-
	INSURANCE								
	AUTOMOBILE INSURANCE	6265							
	INSURANCE								
	UTILITIES								
35	GAS	6300	1200	58	1142	16.6	4.8	852-	71.0-
516	ELECTRICITY	6305	6000	1225	4775	16.6	20.4	1,350	22.5
551	UTILITIES		7200	1283	5917	16.6	17.8	498	6.9
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M	6350	2000		2000	16.6		2,000-	100.0-
	OFFICE EQUIPMENT R&M	6365	2500		2500	16.6		2,500-	100.0-
	FIXED EQUIPMENT R&M	6380	800	237	563	16.6	29.6	622	77.7
	MOTOR VEHICLE EQ. R&M	6384	11000	521	10479	16.6		11,000-	100.0-
	COMMUNICATION EQ. R&M	6390	1000		1000	16.6		1,000-	100.0-
	DISINFECT./EXTERMINATI	6394	900	45	855	16.6	5.0	630-	70.0-
	OTHER REPAIRS AND MAIN	6399	300		300	16.6		300-	100.0-
	REPR/MAINT-OUTSIDE L		18500	521	282	16.6	1.5	16,808-	90.8-
	RENTALS								
	BUILDING RENT	6405							
	OFFICE EQUIPMENT RENT	6410							
145	UNIFORM RENT	6430	2000	286	1714	16.6	14.3	284-	14.2-

	MOP-MAT-RAG RENT	6435							
	OTHER RENT	6449							
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145	RENTALS		2000		286	1714	16.6	14.3	284- 14.2-
	OTHER SERVICES & CHARGE								
	CASH OVERAGE/SHORTAGE	6819							
	BANK SERV/TRF FEE	6832							
	REFUNDS	6835							
	WATER RELATED REFUND	6835 WTR							
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	REFUNDS								
	NSF CHECKS	6836							
	DUES AND MEMBERSHIPS	6840							
	REGISTRATION FEE/TUITI	6845	1100			1100	16.6		1,100- 100.0-
1050	CUSTODIAL SERVICE	6870	6300		1575	4725	16.6	25.0	3,150 50.0
	SERVICES NOT SPECIFIED	6999	5000			5000	16.6		5,000- 100.0-
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1050	OTHER SERVICES & CHA		12400		1575	10825	16.6	12.7	2,950- 23.7-
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4911	OTHER SERVICES & CHAR		266200	521	18588	247092	16.6	6.9	154,672- 58.1-
	BUILDING/BLD IMPROVEMEN								
	BUILDING IMPROVEMENTS	7150							
	WATER OFFICE RENOVATI	7150 16							
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	BUILDING IMPROVEMEN								
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	BUILDING/BLD IMPROVE								
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327							
	WATER UTILITY SOFTWARE	7329							
	CONSTRUCTION EQUIPMENT	7345							
	COMMUNICATION EQUIPMEN	7355							
	OTHER EQUIPMENT	7399							
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	MACHINERY AND EQUIPM								
	VEHICLES								
18599	AUTOMOBILES	7400	20000		18599	1401	16.6	92.9	91,594 457.9
	PICK UP TRUCKS	7420							
	SPECIAL TRUCKS	7450							
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18599	VEHICLES		20000		18599	1401	16.6	92.9	91,594 457.9
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18599	CAPITAL OUTLAY		20000		18599	1401	16.6	92.9	91,594 457.9
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80415	EXPENDITURES		1029140	918	146338	881884	16.6	14.2	151,112- 14.6-

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN	ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES									
42509	REGULAR WAGES 4000	524220		84894	439326	16.6	16.1	14,856-	2.8-
	DISASTER RECOVERY WAGE 4010								
7268	OVERTIME 4300	45000		14724	30276	16.6	32.7	43,344	96.3
	DISASTER RECOVERY OVER 4310								
49777	SALARIES	569220		99618	469602	16.6	17.5	28,488	5.0
EMPLOYEE BENEFITS									
8661	STATE RETIREMENT 4600	99050		17334	81716	16.6	17.5	4,954	5.0
3789	F.I.C.A. TAXES 4700	43550		7583	35967	16.6	17.4	1,948	4.4
9860	HOSPITALIZATION INS. 4800	124800		19720	105080	16.6	15.8	6,480-	5.1-
	UNEMPLOYMENT BENEFITS 4900	1000			1000	16.6		1,000-	100.0-
	WORKMAN'S COMPENSATION 4910	18700			18700	16.6		18,700-	100.0-
22311	EMPLOYEE BENEFITS	287100		44637	242463	16.6	15.5	19,278-	6.7-
72088	PERSONAL SERVICES	856320		144255	712065	16.6	16.8	9,210	1.0
OFFICE SUPPLIES									
	PAPER 5003								
	PRINTED FORMS 5005								
	OTHER EXPENDABLE OFF.S 5010								
	MINOR OFFICE EQUIP/FUR 5020								
	SUBSCRIPTIONS,MAGS,MAP 5050								
OFFICE SUPPLIES									
OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP 5100								
	MEDICAL SUPPLIES 5120								
	CHEMICALS 5130								
4457	GAS AND OIL 5250	45000		8510	36490	16.6	18.9	6,060	13.4
	NATURAL GAS FUEL 5252								
	LUBRICANTS 5255								
194	DIESEL FUEL 5257	4000		362	3638	16.6	9.0	1,828-	45.7-
1442	WEARING APPAREL 5355	5000		1813	3187	16.6	36.2	5,878	117.5
	ASPHALT & ASPHALT PROD 5400	20000			20000	16.6		20,000-	100.0-
	CONCRETE, CEMENT, ETC. 5405	2000			2000	16.6		2,000-	100.0-
	BRICK,STONE,MORTAR,ETC 5410	1000			1000	16.6		1,000-	100.0-
	SAND,CLAY,GRVL,FILL DI 5415	10000			10000	16.6		10,000-	100.0-
	HORT./LANDSCAPING SPLY 5440								
1042	HAND TOOLS 5450	7000		2000	5000	16.6	28.5	5,000	71.4
1550	MINOR EQUIPMENT 5460	2000		1550	450	16.6	77.5	7,300	365.0
	HYDRANT PARTS 5480								
	METER PARTS 5485	2000			2000	16.6		2,000-	100.0-

	VALVE PARTS	5490							
	PUMPING EQUIPMENT PART	5495							
566	OTHER OPERATING MATL/S	5590	2000		566	1434	16.6	28.3	1,396 69.8
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9251	OPERATING SUPPLIES		100000		14801	85199	16.6	14.8	11,194- 11.1-
	REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S	5600							
	ELECTRICAL SUPPLIES	5605							
10868	PLUMBING SUPPLIES	5610	150000	4,991	42536	102473	16.6	28.3	105,216 70.1
	STRUCTURAL STEEL & IRO	5620							
	PAINT AND PAINTING SPL	5650	1500			1500	16.6		1,500- 100.0-
2316	MTR VEHICLE REP. PTS/S	5700	20000	2,730	4126	13144	16.6	20.6	4,756 23.7
	COMMUNICATION REPAIR P	5750							
	EXPENDABLE WELDING SPL	5770							
	OTHER REPAIR/MAINT. SP	5990	8253			8253	16.6		8,253- 100.0-
	DISASTER REPAIR SUPPLI	5995							
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13185	REPAIR & MAINTENANCE		179753	7,721	46662	125370	16.6	25.9	100,219 55.7
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22436	SUPPLIES AND EXPENSES		279753	7,721	61463	210569	16.6	21.9	89,025 31.8
	PROFESSIONAL SERVICES								
	ENGINEERING	6015							
	ABSTRACTING & RECORDIN	6023							
	MEDICAL	6027							
	OTHER PROFESSIONAL SER	6049	30000			30000	16.6		30,000- 100.0-
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	PROFESSIONAL SERVICE		30000			30000	16.6		30,000- 100.0-
	COMMUNICATIONS								
	POSTAGE	6070							
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	COMMUNICATIONS								
	TRANSPORTATION								
	TRAVEL EXPENSE	6110							
	FREIGHT	6120							
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	TRANSPORTATION								
	ADVERTISING								
	ADVERTISING	6150							
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	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING	6200							
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	PRINTING AND BINDING								
	INSURANCE								
	PUBLIC LIAB/PROPERTY D	6255							
	AUTOMOBILE INSURANCE	6265							
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	INSURANCE								
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M	6350							

	DISASTER REPAIRS	6351							
	ELECTRICAL R&M	6355							
	PLUMBING EQUIPMENT R&M	6357							
	STREETS & STRUCTURES R	6360	1000000		149012	850988	16.6	14.9	105,928- 10.5-
	FIXED EQUIPMENT R&M	6380							
	MINOR EQUIPMENT R&M	6382							
2434	MOTOR VEHICLE EQ. R&M	6384	10000	1,171	2748	6081	16.6	27.4	6,488 64.8
	CONSTRUCTION EQUIP R&M	6386	6000	2,842	1911	1247	16.6	31.8	5,466 91.1
	COMMUNICATION EQ. R&M	6390							
125	TOW IN CHARGES	6398	1000		125	875	16.6	12.5	250- 25.0-
	OTHER REPAIRS AND MAIN	6399	1104			1104	16.6		1,104- 100.0-
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2559	REPR/MAINT-OUTSIDE L		1018104	4,013	153796	860295	16.6	15.1	95,328- 9.3-
	RENTALS								
	MACHINERY RENT	6420	1500			1500	16.6		1,500- 100.0-
	CYLINDER RENT	6425							
479	UNIFORM RENT	6430	4500		936	3564	16.6	20.8	1,116 24.8
	OTHER RENT	6449	2896			2896	16.6		2,896- 100.0-
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479	RENTALS		8896		936	7960	16.6	10.5	3,280- 36.8-
	OTHER SERVICES & CHARGE								
	SETTLEMT OF DAMAGE CLA	6700							
	DUES AND MEMBERSHIPS	6840							
	REGISTRATION FEE/TUITI	6845							
	SERVICES NOT SPECIFIED	6999							
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	OTHER SERVICES & CHA								
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3038	OTHER SERVICES & CHAR		1057000	4,013	154732	898255	16.6	14.6	128,608- 12.1-
	LEASEHOLDS	7020							
	BUILDING/BLD IMPROVEMEN								
	BUILDING IMPROVEMENTS	7150							
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	BUILDING/BLD IMPROVE								
	IMPROVEMENT OTHER THAN								
	OTHER IMPROVEMENTS	7295							
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	IMPROVEMENT OTHER TH								
	MACHINERY AND EQUIPMENT								
	DATA PROCESSING EQUIP.	7327							
	CONSTRUCTION EQUIPMENT	7345							
	COMMUNICATION EQUIPMEN	7355							
	HYDRANTS & METERS	7365							
	PIPE	7370							
45980	OTHER EQUIPMENT	7399	75500		45980	29520	16.6	60.9	200,380 265.4
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45980	MACHINERY AND EQUIPM		75500		45980	29520	16.6	60.9	200,380 265.4
	VEHICLES								
	AUTOMOBILES	7400							
	PICK UP TRUCKS	7420							
	SPECIAL TRUCKS	7450	195000	69,246		125754	16.6		195,000- 100.0-

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	VEHICLES	195000	69,246		125754	16.6		195,000-	100.0-
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45980	CAPITAL OUTLAY	270500	69,246	45980	155274	16.6	16.9	5,380	1.9
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143542	EXPENDITURES	2463573	80,980	406430	1976163	16.6	16.4	24,993-	1.0-

009673 - W&S O&M-WATER PLANT DIVISION

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
29904	REGULAR WAGES 4000	381400		59879	321521	16.6 15.6	22,126-	5.8-
	DISASTER RECOVERY WAGE 4010							
4990	OVERTIME 4300	30000		10889	19111	16.6 36.2	35,334	117.7
	DISASTER RECOVERY OVER 4310							
34894	SALARIES	411400		70768	340632	16.6 17.2	13,208	3.2
EMPLOYEE BENEFITS								
6071	STATE RETIREMENT 4600	71590		12314	59276	16.6 17.2	2,294	3.2
2627	F.I.C.A. TAXES 4700	31480		5330	26150	16.6 16.9	500	1.5
7540	HOSPITALIZATION INS. 4800	101400		14500	86900	16.6 14.2	14,400-	14.2-
	UNEMPLOYMENT BENEFITS 4900	1000			1000	16.6	1,000-	100.0-
	WORKMAN'S COMPENSATION 4910	9500			9500	16.6	9,500-	100.0-
16239	EMPLOYEE BENEFITS	214970		32143	182827	16.6 14.9	22,112-	10.2-
51133	PERSONAL SERVICES	626370		102912	523458	16.6 16.4	8,898-	1.4-
OFFICE SUPPLIES								
	PAPER 5003	300			300	16.6	300-	100.0-
	PRINTED FORMS 5005	2500			2500	16.6	2,500-	100.0-
169	OTHER EXPENDABLE OFF.S 5010	3000	673	779	1549	16.6 25.9	1,674	55.8
	MINOR OFFICE EQUIP/FUR 5020	100			100	16.6	100-	100.0-
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
	COMPUTER SUPPLIES 5080	500			500	16.6	500-	100.0-
169	OFFICE SUPPLIES	6400	673	779	4949	16.6 12.1	1,726-	26.9-
OPERATING SUPPLIES								
252	CLEANING/JANITORIAL SP 5100	2500		252	2248	16.6 10.0	988-	39.5-
	FOOD 5115							
	MEDICAL SUPPLIES 5120							
7092	CHEMICALS 5130	50000		11853	38147	16.6 23.7	21,118	42.2
1155	GAS AND OIL 5250	7000		2541	4459	16.6 36.3	8,246	117.8
	LUBRICANTS 5255							
498	DIESEL FUEL 5257	7000		1061	5939	16.6 15.1	634-	9.0-
	OTHER FUEL 5260	500		104	396	16.6 20.8	124	24.8
	WEARING APPAREL 5355	100			100	16.6	100-	100.0-
	CONCRETE, CEMENT, ETC. 5405							
	SAND,CLAY,GRVL,FILL DI 5415							
	DRAINAGE PIPE & CULVER 5420							
	HORT./LANDSCAPING SPLY 5440							
	HAND TOOLS 5450	500			500	16.6	500-	100.0-
292	MINOR EQUIPMENT 5460	2000		292	1708	16.6 14.6	248-	12.4-

	METER PARTS	5485							
	VALVE PARTS	5490							
60	PUMPING EQUIPMENT PART	5495	10000		10000	16.6		10,000-	100.0-
	OTHER OPERATING MATL/S	5590	5000	314	4686	16.6	6.2	3,116-	62.3-
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9349	OPERATING SUPPLIES		84600	16418	68182	16.6	19.4	13,908	16.4
	REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S	5600	5000		5000	16.6		5,000-	100.0-
	ELECTRICAL SUPPLIES	5605	7000		7000	16.6		7,000-	100.0-
	PLUMBING SUPPLIES	5610	2000		2000	16.6		2,000-	100.0-
	STRUCTURAL STEEL & IRO	5620							
	PAINT AND PAINTING SPL	5650	2000		2000	16.6		2,000-	100.0-
681	MTR VEHICLE REP. PTS/S	5700	10000	1068	8932	16.6	10.6	3,592-	35.9-
	GENERATOR REP. PTS/SPL	5705	7000	1294	5706	16.6	18.4	764	10.9
	COMMUNICATION REPAIR P	5750	3000		3000	16.6		3,000-	100.0-
	AGRICLTRL REPAIR PTS/S	5755		21-	21			126	
	MINOR COMPUTER EQUIP.	5800							
	OTHER REPAIR/MAINT. SP	5990	10000		10000	16.6		10,000-	100.0-
	DISASTER REPAIR SUPPLI	5995							
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681	REPAIR & MAINTENANCE		46000	2341	43659	16.6	5.0	31,954-	69.4-
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10199	SUPPLIES AND EXPENSES		137000	673	19537	16.6	14.2	19,778-	14.4-
	PROFESSIONAL SERVICES								
	ENGINEERING	6015							
1102	CONSULTANT SERV/SURVEY	6020							
	OTHER PROFESSIONAL SER	6049	85000	48725	36275	16.6	57.3	207,350	243.9
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1102	PROFESSIONAL SERVICE		85000	48725	36275	16.6	57.3	207,350	243.9
	COMMUNICATIONS								
148	TELEPHONE AND TELEGRAP	6060	3000	296	2704	16.6	9.8	1,224-	40.8-
	POSTAGE	6070	2500		2500	16.6		2,500-	100.0-
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148	COMMUNICATIONS		5500	296	5204	16.6	5.3	3,724-	67.7-
	TRANSPORTATION								
	TRAVEL EXPENSE	6110	2000		2000	16.6		2,000-	100.0-
	FREIGHT	6120	1000		1000	16.6		1,000-	100.0-
	MESSENGER/EXPRESS SERV	6130							
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	TRANSPORTATION		3000		3000	16.6		3,000-	100.0-
	ADVERTISING								
	ADVERTISING	6150							
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	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING	6200							
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	PRINTING AND BINDING								
	INSURANCE								
	BOILER MACHINERY	6260							
	SURETY AND FORGERY BON	6270							

	INSURANCE								
	UTILITIES								
132	GAS	6300	4000		181	3819	16.6	4.5	2,914-
59482	ELECTRICITY	6305	710000		129852	580148	16.6	18.2	69,112
59615	UTILITIES		714000		130034	583966	16.6	18.2	66,204
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M	6350	103444		137	103308	16.6	.1	102,622-
	DISASTER REPAIRS	6351	25000			25000	16.6		25,000-
	ELECTRICAL R&M	6355	35000		1197	33803	16.6	3.4	27,818-
	PLUMBING EQUIPMENT R&M	6357	1000			1000	16.6		1,000-
	OFFICE EQUIPMENT R&M	6365							
	FIXED EQUIPMENT R&M	6380	150000	29,722		120278	16.6		150,000-
	MINOR EQUIPMENT R&M	6382	4000			4000	16.6		4,000-
2279	GENERATOR R&M	6383	74500	17,520	14141	42839	16.6	18.9	10,346
	MOTOR VEHICLE EQ. R&M	6384	5000			5000	16.6		5,000-
	CONSTRUCTION EQUIP R&M	6386							
	AGRICULTURAL EQ. R&M	6387	1000			1000	16.6		1,000-
	COMMUNICATION EQ. R&M	6390	1000			1000	16.6		1,000-
	DISINFECT./EXTERMINATI	6394	1000		148	852	16.6	14.8	112-
1194	OTHER REPAIRS AND MAIN	6399	11154		1194	9960	16.6	10.7	3,990-
3473	REPR/MAINT-OUTSIDE L		412098	47,242	16817	348039	16.6	4.0	311,196-
	RENTALS								
	OFFICE EQUIPMENT RENT	6410							
	MACHINERY RENT	6420							
	CYLINDER RENT	6425							
198	UNIFORM RENT	6430	3000		381	2619	16.6	12.7	714-
50	MOP-MAT-RAG RENT	6435	1000		95	905	16.6	9.5	430-
	OTHER RENT	6449	6000			6000	16.6		6,000-
249	RENTALS		10000		476	9524	16.6	4.7	7,144-
	OTHER SERVICES & CHARGE								
	BANK SERV/TRF FEE	6832							
	DUES AND MEMBERSHIPS	6840	1000			1000	16.6		1,000-
	REGISTRATION FEE/TUITI	6845	2000			2000	16.6		2,000-
976	CUSTODIAL SERVICE	6870	5500		1464	4036	16.6	26.6	3,284
	PROPERTY TAXES	6995							
	SERVICES NOT SPECIFIED	6999	2000			2000	16.6		2,000-
976	OTHER SERVICES & CHA		10500		1464	9036	16.6	13.9	1,716-
65562	OTHER SERVICES & CHAR		1240098	47,242	197812	995044	16.6	15.9	53,226-
	BUILDING/BLD IMPROVEMEN								
	BUILDING IMPROVEMENTS	7150							
	W&S WAREHOUSE IMPROVE	7150 11							
	WATER PLANT RENOVATIO	7150 17							
	ELEVATOR	7150 24							
	BUILDING IMPROVEMEN								

-----	BUILDING/BLD IMPROVE		-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER THAN							
	FENCES/RAILINGS	7212						
	LANDSCAPING	7250						
	OTHER IMPROVEMENTS	7295						
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	IMPROVEMENT OTHER TH							
	MACHINERY AND EQUIPMENT							
	OFFICE FURN/EQUIP.	7325						
	DATA PROCESSING EQUIP.	7327						
	WATER UTILITY SOFTWARE	7329						
	AGRICULTURAL EQUIPMENT	7335						
	PLANT EQUIPMENT	7340						
	COMMUNICATION EQUIPMEN	7355						
	HYDRANTS & METERS	7365						
	OTHER EQUIPMENT	7399	114415			114415	16.6	114,415- 100.0-
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	MACHINERY AND EQUIPM		114415			114415	16.6	114,415- 100.0-
	VEHICLES							
	AUTOMOBILES	7400						
23190	PICK UP TRUCKS	7420	23585		23190	395	16.6 98.3	115,555 489.9
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23190	VEHICLES		23585		23190	395	16.6 98.3	115,555 489.9
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23190	CAPITAL OUTLAY		138000		23190	114810	16.6 16.8	1,140 .8
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150084	EXPENDITURES		2141468	47,915	343450	1750103	16.6 16.0	80,768- 3.7-

009676 - W&S O&M-SEWER DIVISION

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
22698	REGULAR WAGES 4000	362664		47524	315140	16.6 13.1	77,520-	21.3-
	DISASTER RECOVERY WAGE 4010							
2981	OVERTIME 4300	30000		6754	23246	16.6 22.5	10,524	35.0
	DISASTER RECOVERY OVER 4310							
25679	SALARIES	392664		54278	338386	16.6 13.8	66,996-	17.0-
EMPLOYEE BENEFITS								
4468	STATE RETIREMENT 4600	68330		9444	58886	16.6 13.8	11,666-	17.0-
1930	F.I.C.A. TAXES 4700	30040		4088	25952	16.6 13.6	5,512-	18.3-
5510	HOSPITALIZATION INS. 4800	85800		10150	75650	16.6 11.8	24,900-	29.0-
	UNEMPLOYMENT BENEFITS 4900	1000			1000	16.6	1,000-	100.0-
	WORKMAN'S COMPENSATION 4910	18000			18000	16.6	18,000-	100.0-
11908	EMPLOYEE BENEFITS	203170		23682	179488	16.6 11.6	61,078-	30.0-
37587	PERSONAL SERVICES	595834		77960	517874	16.6 13.0	128,074-	21.4-
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100							
	HOUSEHOLD SUPPLIES 5110							
	MEDICAL SUPPLIES 5120							
5110	CHEMICALS 5130	165000		16406	148594	16.6 9.9	66,564-	40.3-
495	GAS AND OIL 5250	10000		964	9036	16.6 9.6	4,216-	42.1-
	LUBRICANTS 5255							
977	DIESEL FUEL 5257	15000		1525	13475	16.6 10.1	5,850-	39.0-
	OTHER FUEL 5260							
	WEARING APPAREL 5355	3000			3000	16.6	3,000-	100.0-
	ASPHALT & ASPHALT PROD 5400	20000			20000	16.6	20,000-	100.0-
	CONCRETE, CEMENT, ETC. 5405	1000		332	668	16.6 33.2	992	99.2
	BRICK, STONE, MORTAR, ETC 5410							
	SAND, CLAY, GRVL, FILL DI 5415	20000			20000	16.6	20,000-	100.0-
	DRAINAGE PIPE & CULVER 5420							
	HORT./LANDSCAPING SPLY 5440	500			500	16.6	500-	100.0-
26	HAND TOOLS 5450	6500		196	6304	16.6 3.0	5,324-	81.9-
199	MINOR EQUIPMENT 5460	5000		3653	1347	16.6 73.0	16,918	338.3
	PUMPING EQUIPMENT PART 5495	100			100	16.6	100-	100.0-
168	OTHER OPERATING MATL/S 5590	7000	2,020	948	4032	16.6 13.5	1,312-	18.7-
6975	OPERATING SUPPLIES	253100	2,020	24025	227055	16.6 9.4	108,950-	43.0-
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600	2000			2000	16.6	2,000-	100.0-
	ELECTRICAL SUPPLIES 5605	2500			2500	16.6	2,500-	100.0-
1401	PLUMBING SUPPLIES 5610	30000	4,405	5767	19828	16.6 19.2	4,602	15.3

	STRUCTURAL STEEL & IRO	5620							
	PAINT AND PAINTING SPL	5650	500			500	16.6		500- 100.0-
69	MTR VEHICLE REP. PTS/S	5700	25000	117	3365	21517	16.6 13.4		4,810- 19.2-
	COMMUNICATION REPAIR P	5750							
	AGRICLTR REPAIR PTS/S	5755							
	EXPENDABLE WELDING SPL	5770							
	OTHER REPAIR/MAINT. SP	5990	2000			2000	16.6		2,000- 100.0-
	DISASTER REPAIR SUPPLI	5995	15000			15000	16.6		15,000- 100.0-
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1470	REPAIR & MAINTENANCE		77000	4,522	9132	63345	16.6 11.8		22,208- 28.8-
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8446	SUPPLIES AND EXPENSES		330100	6,542	33157	290401	16.6 10.0		131,158- 39.7-
	PROFESSIONAL SERVICES								
	LEGAL	6025							
	OTHER PROFESSIONAL SER	6049	2000		141	1860	16.6 7.0		1,154- 57.7-
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	PROFESSIONAL SERVICE		2000		141	1860	16.6 7.0		1,154- 57.7-
	COMMUNICATIONS								
	TELEPHONE AND TELEGRAP	6060							
	POSTAGE	6070							
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	COMMUNICATIONS								
	TRANSPORTATION								
	TRAVEL EXPENSE	6110	1200			1200	16.6		1,200- 100.0-
	FREIGHT	6120	600			600	16.6		600- 100.0-
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	TRANSPORTATION		1800			1800	16.6		1,800- 100.0-
	ADVERTISING								
	ADVERTISING	6150							
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	ADVERTISING								
	INSURANCE								
	PUBLIC LIAB/PROPERTY D	6255							
	BOILER MACHINERY	6260							
	AUTOMOBILE INSURANCE	6265							
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	INSURANCE								
	UTILITIES								
	GAS	6300	200			200	16.6		200- 100.0-
11494	ELECTRICITY	6305	100000		19016	80984	16.6 19.0		14,096 14.0
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11494	UTILITIES		100200		19016	81184	16.6 18.9		13,896 13.8
	REPR/MAINT-OUTSIDE LABO								
	DISASTER REPAIRS	6351							
	ELECTRICAL R&M	6355	5000		806	4194	16.6 16.1		164- 3.2-
	PLUMBING EQUIPMENT R&M	6357							
364535	STREETS & STRUCTURES R	6360	2050000		604270	1445730	16.6 29.4		1,575,620 76.8
	FIXED EQUIPMENT R&M	6380	2000			2000	16.6		2,000- 100.0-
	MINOR EQUIPMENT R&M	6382	2500			2500	16.6		2,500- 100.0-
	MOTOR VEHICLE EQ. R&M	6384	35000		5775	29225	16.6 16.5		350- 1.0-
	CONSTRUCTION EQUIP R&M	6386	20000	920	1811	17269	16.6 9.0		9,134- 45.6-

	AGRICULTURAL EQ. R&M	6387								
	COMMUNICATION EQ. R&M	6390	2000			2000	16.6		2,000-	100.0-
	TOW IN CHARGES	6398	2000		700	1300	16.6	35.0	2,200	110.0
	OTHER REPAIRS AND MAIN	6399								
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364535	REPR/MAINT-OUTSIDE L		2118500	920	613362	1504218	16.6	28.9	1,561,672	73.7
	RENTALS									
	AUTOMOTIVE EQ. RENT	6415								
	MACHINERY RENT	6420	7500			7500	16.6		7,500-	100.0-
	CYLINDER RENT	6425								
115	UNIFORM RENT	6430	3500		230	3270	16.6	6.5	2,120-	60.5-
	OTHER RENT	6449								
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115	RENTALS		11000		230	10770	16.6	2.0	9,620-	87.4-
	OTHER SERVICES & CHARGE									
	REGISTRATION FEE/TUITI	6845	1000			1000	16.6		1,000-	100.0-
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA		1000			1000	16.6		1,000-	100.0-
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376144	OTHER SERVICES & CHAR		2234500	920	632749	1600830	16.6	28.3	1,561,994	69.9
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	SEWER MAINT. BLDG.	7100 09								
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	BUILDINGS									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	BRIDGES	7210								
	FENCES/RAILINGS	7212								
	DRAINS	7215								
	SEWERS	7220								
	STREETS & ROADWAYS	7230								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	ENGINEERING	7305								
	DATA PROCESSING EQUIP.	7327								
	AGRICULTURAL EQUIPMENT	7335								
	PLANT EQUIPMENT	7340								
	CONSTRUCTION EQUIPMENT	7345								
	COMMUNICATION EQUIPMEN	7355								
	PIPE	7370								
48070	OTHER EQUIPMENT	7399	216620	7,751	48070	160799	16.6	22.1	71,800	33.1
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48070	MACHINERY AND EQUIPM		216620	7,751	48070	160799	16.6	22.1	71,800	33.1
	VEHICLES									
	AUTOMOBILES	7400								
23190	PICK UP TRUCKS	7420	46380		23190	23190	16.6	50.0	92,760	200.0
	DUMP TRUCKS	7440								

-----	SPECIAL TRUCKS	7450	195000	-----	-----	195000	16.6		195,000-	100.0-
23190	VEHICLES		241380	-----	23190	218190	16.6	9.6	102,240-	42.3-
71260	CAPITAL OUTLAY		458000	7,751	71260	378989	16.6	15.5	30,440-	6.6-
493436	EXPENDITURES		3618434	15,213	815127	2788094	16.6	22.5	1,272,328	35.1

CITY OF HATTIESBURG
EXPENDITURE REPORT

2 Months Ending 11/30/19

THIS MONTH ACTUAL		OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	 %
	SALARIES								
11098	REGULAR WAGES	4000	171309		22195	149114	16.6 12.9	38,139-	22.2-
	DISASTER RECOVERY WAGE	4010							
2476	OVERTIME	4300	8000		3627	4373	16.6 45.3	13,762	172.0
	DISASTER RECOVERY OVER	4310							
13573	SALARIES		179309		25822	153487	16.6 14.4	24,377-	13.5-
	EMPLOYEE BENEFITS								
2362	STATE RETIREMENT	4600	31200		4493	26707	16.6 14.4	4,242-	13.5-
1004	F.I.C.A. TAXES	4700	13720		1910	11810	16.6 13.9	2,260-	16.4-
2325	HOSPITALIZATION INS.	4800	46800		4070	42730	16.6 8.6	22,380-	47.8-
	UNEMPLOYMENT BENEFITS	4900	1000			1000	16.6	1,000-	100.0-
	WORKMAN'S COMPENSATION	4910	6800			6800	16.6	6,800-	100.0-
5691	EMPLOYEE BENEFITS		99520		10473	89047	16.6 10.5	36,682-	36.8-
19264	PERSONAL SERVICES		278829		36295	242534	16.6 13.0	61,059-	21.8-
	OFFICE SUPPLIES								
	OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP	5100							
	MEDICAL SUPPLIES	5120							
11266	CHEMICALS	5130	160000	2,145	16499	141356	16.6 10.3	61,006-	38.1-
993	GAS AND OIL	5250	10000		1558	8442	16.6 15.5	652-	6.5-
	LUBRICANTS	5255	4000			4000	16.6	4,000-	100.0-
	DIESEL FUEL	5257	5000			5000	16.6	5,000-	100.0-
	OTHER FUEL	5260							
	WEARING APPAREL	5355	500			500	16.6	500-	100.0-
	CONCRETE, CEMENT, ETC.	5405							
	SAND, CLAY, GRVL, FILL DI	5415							
	HAND TOOLS	5450	1000			1000	16.6	1,000-	100.0-
	MINOR EQUIPMENT	5460	65000			65000	16.6	65,000-	100.0-
	METER PARTS	5485							
	VALVE PARTS	5490							
3326	PUMPING EQUIPMENT PART	5495	80000	5,747	9797	64456	16.6 12.2	21,218-	26.5-
420	OTHER OPERATING MATL/S	5590	4000		420	3580	16.6 10.5	1,480-	37.0-
16005	OPERATING SUPPLIES		329500	7,892	28274	293334	16.6 8.5	159,856-	48.5-
	REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S	5600							
	ELECTRICAL SUPPLIES	5605	25000			25000	16.6	25,000-	100.0-
	PLUMBING SUPPLIES	5610	16720	3,720		13000	16.6	16,720-	100.0-
	STRUCTURAL STEEL & IRO	5620							
	PAINT AND PAINTING SPL	5650							

	MTR VEHICLE REP. PTS/S 5700	6000			6000	16.6		6,000-	100.0-
	COMMUNICATION REPAIR P 5750								
	EXPENDABLE WELDING SPL 5770								
	OTHER REPAIR/MAINT. SP 5990								
	DISASTER REPAIR SUPPLI 5995								
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	REPAIR & MAINTENANCE	47720	3,720		44000	16.6		47,720-	100.0-
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16005	SUPPLIES AND EXPENSES	377220	11,612	28274	337334	16.6	7.4	207,576-	55.0-
	PROFESSIONAL SERVICES								
	CONSULTANT SERV/SURVEY 6020								
	LEGAL 6025	200000		5757	194243	16.6	2.8	165,458-	82.7-
	MEDICAL 6027								
2051	OTHER PROFESSIONAL SER 6049	50000		4031	45969	16.6	8.0	25,814-	51.6-
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2051	PROFESSIONAL SERVICE	250000		9787	240213	16.6	3.9	191,278-	76.5-
	TRANSPORTATION								
	TRAVEL EXPENSE 6110	2000			2000	16.6		2,000-	100.0-
10	FREIGHT 6120	500		210	290	16.6	42.0	760	152.0
	MESSENGER/EXPRESS SERV 6130								
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10	TRANSPORTATION	2500		210	2290	16.6	8.4	1,240-	49.6-
	ADVERTISING								
	ADVERTISING 6150								
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	ADVERTISING								
	INSURANCE								
	PUBLIC LIAB/PROPERTY D 6255								
	AUTOMOBILE INSURANCE 6265								
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	INSURANCE								
	UTILITIES								
62506	ELECTRICITY 6305	770000		133725	636275	16.6	17.3	32,350	4.2
	INTERFUND ENERGY REIMB 6307								
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62506	UTILITIES	770000		133725	636275	16.6	17.3	32,350	4.2
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M 6350								
	DISASTER REPAIRS 6351								
93355	ELECTRICAL R&M 6355	24000			24000	16.6		24,000-	100.0-
	FIXED EQUIPMENT R&M 6380	1200000		180605	1019395	16.6	15.0	116,370-	9.6-
	MINOR EQUIPMENT R&M 6382								
	MOTOR VEHICLE EQ. R&M 6384	4000			4000	16.6		4,000-	100.0-
	CONSTRUCTION EQUIP R&M 6386								
	COMMUNICATION EQ. R&M 6390								
	DISINFECT./EXTERMINATI 6394	600		120	480	16.6	20.0	120	20.0
	TOW IN CHARGES 6398	300			300	16.6		300-	100.0-
	OTHER REPAIRS AND MAIN 6399	1000			1000	16.6		1,000-	100.0-
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93355	REPR/MAINT-OUTSIDE L	1229900		180725	1049175	16.6	14.6	145,550-	11.8-
	RENTALS								

	MACHINERY RENT	6420								
88	UNIFORM RENT	6430	2000		147	1853	16.6	7.3	1,118-	55.9-
88	RENTALS		2000		147	1853	16.6	7.3	1,118-	55.9-
	OTHER SERVICES & CHARGE									
	SETTLEMT OF DAMAGE CLA	6700								
	DUES AND MEMBERSHIPS	6840	1000			1000	16.6		1,000-	100.0-
	REGISTRATION FEE/TUITI	6845	1000			1000	16.6		1,000-	100.0-
	SERVICES NOT SPECIFIED	6999	13000			13000	16.6		13,000-	100.0-
	OTHER SERVICES & CHA		15000			15000	16.6		15,000-	100.0-
158010	OTHER SERVICES & CHAR		2269400		324594	1944806	16.6	14.3	321,836-	14.1-
	IMPROVEMENT OTHER THAN									
	SEWERS	7220								
	CDBG-WIS PAK	7220 46								
	SEWERS									
	STREETS & ROADWAYS	7230								
	OTHER IMPROVEMENTS	7295								
	BONHOMIE RD PUMPING S	7295 47								
	OTHER IMPROVEMENTS									
	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	AGRICULTURAL EQUIPMENT	7335								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	SPECIAL TRUCKS	7450								
	VEHICLES									
	CAPITAL OUTLAY									
	CAPITAL LEASE PAYMENTS									
	ENERGY IMPR LEASE	8517								
	CAPITAL LEASE PAYMEN									
	INTEREST ON CAPITAL LEA									
	ENERGY IMPR LEASE	8617								

-----	INTEREST ON CAPITAL	-----	-----	-----	-----	-----	-----	-----	-----
-----	DEBT SERVICE	-----	-----	-----	-----	-----	-----	-----	-----
193279	EXPENDITURES	2925449	11,612	389163	2524675	16.6	13.3	590,471-	20.1-

010451 - W&S B&I-REVENUE OBLIGATIONS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	CONSULTANT SERV/SURVEY 6020							
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
	BONDS REDEEMED							
	GENERAL ISSUES-PRINCIP 8000	2206000			2206000	16.6	2,206,000-	100.0-
	REVENUE ISSUES-PRINCIP 8010	3155000			3155000	16.6	3,155,000-	100.0-
	5 YEAR NOTE PRINCIPAL 8021							
-----		-----	-----	-----	-----	-----	-----	-----
	BONDS REDEEMED	5361000			5361000	16.6	5,361,000-	100.0-
	INTEREST ON BONDS							
	GENERAL ISSUES-INTERES 8100	184664			184664	16.6	184,664-	100.0-
	REVENUE ISSUES-INTERES 8110	2032551		149803	1882748	16.6 7.3	1,133,733-	55.7-
	5 YEAR NOTE INTEREST 8121							
-----		-----	-----	-----	-----	-----	-----	-----
	INTEREST ON BONDS	2217215		149803	2067412	16.6 6.7	1,318,397-	59.4-
	PAYING AGENT FEES							
1500	GENERAL ISSUES 8400	9000		1500	7500	16.6 16.6		
	REVENUE ISSUES 8410	6000		3500	2500	16.6 58.3	15,000	250.0
-----		-----	-----	-----	-----	-----	-----	-----
1500	PAYING AGENT FEES	15000		5000	10000	16.6 33.3	15,000	100.0
-----		-----	-----	-----	-----	-----	-----	-----
1500	DEBT SERVICE	7593215		154803	7438412	16.6 2.0	6,664,397-	87.7-
-----		-----	-----	-----	-----	-----	-----	-----
1500	EXPENDITURES	7593215		154803	7438412	16.6 2.0	6,664,397-	87.7-

010500 - W&S B&I-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT	PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN ACTUAL	OVER/UNDER	%
	TRANSFERS TO OTHER FUND								
	T/T W & S RFDG.BONDS	9000 65							
	T/T W & S CONSTRUCTION	9000 75							
-----			-----	-----	-----	-----	-----	-----	-----
	TRANSFERS TO OTHER F								
-----			-----	-----	-----	-----	-----	-----	-----
	TRANSFERS								
-----			-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES								

011451 - WATER & SEWER-REV.OBLIGATN

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
-----	NOTE PRINCIPAL							
-----	SRF NOTE 8222	-----	-----	-----	-----	-----	-----	-----
-----	NOTE PRINCIPAL							
-----	INTEREST ON NOTES							
-----	SRF NOTE 8332	-----	-----	-----	-----	-----	-----	-----
-----	INTEREST ON NOTES							
-----	PAYING AGENT FEES							
-----	REVENUE ISSUES 8410	-----	-----	-----	-----	-----	-----	-----
-----	PAYING AGENT FEES							
-----	CAPITAL LEASE PAYMENTS							
-----	2012 EQUIP LEASE 8514	-----	-----	-----	-----	-----	-----	-----
-----	CAPITAL LEASE PAYMEN							
-----	INTEREST ON CAPITAL LEA							
-----	2012 EQUIP LEASE 8614	-----	-----	-----	-----	-----	-----	-----
-----	INTEREST ON CAPITAL							
-----	DEBT SERVICE							
-----	EXPENDITURES							

011500 - WATER & SEWER-TRANSFERS

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
<u>TRANSFERS TO OTHER FUND</u>								
	T/T GENERAL FUND 9000 01	500000			500000	16.6	500,000-	100.0-
1016667	T/T WATER & SEWER O&M 9000 09	12200000		2033334	10166666	16.6 16.6	4	
	T/T WATER & SEWER B&I 9000 10							
	T/T WATER & SEWER B&I 9000 10A							
66667	T/T WATER & SEWER B&I 9000 10B	800000		133334	666666	16.6 16.6	4	
90000	T/T WATER & SEWER B&I 9000 10C	1080000		420000	660000	16.6 38.8	1,440,000	133.3
228000	T/T WATER & SEWER B&I 9000 10D	2736000		456000	2280000	16.6 16.6		
16667	T/T 2010 W&S GO BOND 9000 10GO	200000		33334	166666	16.6 16.6	4	
50000	T/T W&SB&I (METER GO) 9000 10M	600000		100000	500000	16.6 16.6		
91667	T/T 2016 W&S REF BONDS 9000 10REF	1100000		183334	916666	16.6 16.6	4	
	T/T W&SB&I-USA YEAST P 9000 15							
	T/T WATER & SEWER CONT 9000 17							
214219	T/T W & S CONSTRUCTION 9000 75	3624600		562881	3061719	16.6 15.5	247,314-	6.8-
	T/T 2010 W&S GO BOND 9000 99							
-----		-----	-----	-----	-----	-----	-----	-----
1773887	TRANSFERS TO OTHER F	22840600		3922217	18918383	16.6 17.1	692,702	3.0
-----		-----	-----	-----	-----	-----	-----	-----
1773887	TRANSFERS	22840600		3922217	18918383	16.6 17.1	692,702	3.0
-----		-----	-----	-----	-----	-----	-----	-----
1773887	EXPENDITURES	22840600		3922217	18918383	16.6 17.1	692,702	3.0

011660 - WATER & SEWER-CUST.ACCT.DIV.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PRINTING	6200		59		16.6 100.0	295	500.0
	RENTALS							
108	OFFICE EQUIPMENT RENT	6410	2000	216	1784	16.6 10.8	704-	35.2-
-----			-----	-----	-----	-----	-----	-----
108	RENTALS		2000	216	1784	16.6 10.8	704-	35.2-
	OTHER SERVICES & CHARGE							
	DEPR. EXPENSE - METERS	6800						
	CASH OVERAGE/SHORTAGE	6819						
218	BANK SERV/TRF FEE	6832	2700	465	2235	16.6 17.2	90	3.3
	REFUNDS	6835						
477	WATER RELATED REFUND	6835 WTR	65000	1723	63277	16.6 2.6	54,662-	84.0-
-----			-----	-----	-----	-----	-----	-----
477	REFUNDS		65000	1723	63277	16.6 2.6	54,662-	84.0-
	NSF CHECKS	6836						
	BAD DEBT EXPENSE	6837						
	BANK NSF FEES	6838	1941		1941	16.6	1,941-	100.0-
	OTHER INCOME EXPENSE	6839	5000		5000	16.6	5,000-	100.0-
-----			-----	-----	-----	-----	-----	-----
695	OTHER SERVICES & CHA		74641	2187	72454	16.6 2.9	61,519-	82.4-
-----			-----	-----	-----	-----	-----	-----
803	OTHER SERVICES & CHAR		76700	2462	74238	16.6 3.2	61,928-	80.7-
-----			-----	-----	-----	-----	-----	-----
803	EXPENDITURES		76700	2462	74238	16.6 3.2	61,928-	80.7-

012452 - 1999 TAX INCRE B&I-GEN OBLIGA

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
	IND/ECON DEV ISSUES 8020							
-----		-----	-----	-----	-----	-----	-----	-----
	BONDS REDEEMED							
	INTEREST ON BONDS							
	IND/ECON DEV ISSUES 8120							
-----		-----	-----	-----	-----	-----	-----	-----
	INTEREST ON BONDS							
	PAYING AGENT FEES							
	IND/ECON DEV ISSUES 8420							
-----		-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES							
-----		-----	-----	-----	-----	-----	-----	-----
	DEBT SERVICE							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

CITY OF HATTIESBURG
EXPENDITURE REPORT

2 Months Ending 11/30/19

REMAINING	PERCENT	 PROJECTED	
BALANCE	PLAN ACTUAL	OVER/UNDER	%

T/T GENERAL FUND 9000 01

EXPENDITURES

013450 - CITY B&I-GENERAL OBLIGATIONS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	CONSULTANT SERV/SURVEY 6020							
	LEGAL FEES 6025							
	OTHER SERVICES 6049							
	INTERGOV'TL-DEBT SERV							
	P&I-FORREST CTY (KOHLE) 6455							
-----		-----	-----	-----	-----	-----	-----	-----
	INTERGOV'TL-DEBT SER							
	OTHER SERVICES & CHARGE							
624	PROP.TAX COLL. FEES .0 6830	14000		1273	12728	16.6 9.0	6,362-	45.4-
2	PROP.TAX COLL. FEES.00 6831	18000		17	17983	16.6	17,898-	99.4-
	BANK SERV/TRF FEE 6832							
-----		-----	-----	-----	-----	-----	-----	-----
626	OTHER SERVICES & CHA	32000		1290	30710	16.6 4.0	24,260-	75.8-
-----		-----	-----	-----	-----	-----	-----	-----
626	OTHER SERVICES & CHAR	32000		1290	30710	16.6 4.0	24,260-	75.8-
-----		-----	-----	-----	-----	-----	-----	-----
	BONDS REDEEMED							
	GENERAL ISSUES-PRINCIP 8000	935000		935000		16.6 100.0	4,675,000	500.0
	IND/ECON DEV ISSUES-PR 8020							
	5 YEAR NOTE PRINCIPAL 8021							
-----		-----	-----	-----	-----	-----	-----	-----
	BONDS REDEEMED	935000		935000		16.6 100.0	4,675,000	500.0
	INTEREST ON BONDS							
	GENERAL ISSUES-INTERES 8100	1457982		36500	1421482	16.6 2.5	1,238,982-	84.9-
	IND/ECON DEV ISSUES-IN 8120							
	5 YEAR NOTE INTEREST 8121	75000			75000	16.6	75,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	INTEREST ON BONDS	1532982		36500	1496482	16.6 2.3	1,313,982-	85.7-
	PAYING AGENT FEES							
	GENERAL ISSUES 8400	10000		2250	7750	16.6 22.5	3,500	35.0
	IND/ECON DEV ISSUES 8420							
-----		-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES	10000		2250	7750	16.6 22.5	3,500	35.0
-----		-----	-----	-----	-----	-----	-----	-----
	DEBT SERVICE	2477982		973750	1504232	16.6 39.2	3,364,518	135.7
-----		-----	-----	-----	-----	-----	-----	-----
626	EXPENDITURES	2509982		975040	1534942	16.6 38.8	3,340,258	133.0

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS

ANNUAL	OPEN PO	YTD
BUDGET	& CONTRACTS	ACTUAL

OBJ/SUB

	PERCENT	
	PLAN	ACTUAL
1. Total	100.00	100.00
2. General	100.00	100.00
3. Special	100.00	100.00
4. Other	100.00	100.00
5. Total	100.00	100.00
6. General	100.00	100.00
7. Special	100.00	100.00
8. Other	100.00	100.00
9. Total	100.00	100.00
10. General	100.00	100.00
11. Special	100.00	100.00
12. Other	100.00	100.00
13. Total	100.00	100.00
14. General	100.00	100.00
15. Special	100.00	100.00
16. Other	100.00	100.00
17. Total	100.00	100.00
18. General	100.00	100.00
19. Special	100.00	100.00
20. Other	100.00	100.00
21. Total	100.00	100.00
22. General	100.00	100.00
23. Special	100.00	100.00
24. Other	100.00	100.00
25. Total	100.00	100.00
26. General	100.00	100.00
27. Special	100.00	100.00
28. Other	100.00	100.00
29. Total	100.00	100.00
30. General	100.00	100.00
31. Special	100.00	100.00
32. Other	100.00	100.00
33. Total	100.00	100.00
34. General	100.00	100.00
35. Special	100.00	100.00
36. Other	100.00	100.00
37. Total	100.00	100.00
38. General	100.00	100.00
39. Special	100.00	100.00
40. Other	100.00	100.00
41. Total	100.00	100.00
42. General	100.00	100.00
43. Special	100.00	100.00
44. Other	100.00	100.00
45. Total	100.00	100.00
46. General	100.00	100.00
47. Special	100.00	100.00
48. Other	100.00	100.00
49. Total	100.00	100.00
50. General	100.00	100.00
51. Special	100.00	100.00
52. Other	100.00	100.00
53. Total	100.00	100.00
54. General	100.00	100.00
55. Special	100.00	100.00
56. Other	100.00	100.00
57. Total	100.00	100.00
58. General	100.00	100.00
59. Special	100.00	100.00
60. Other	100.00	100.00
61. Total	100.00	100.00
62. General	100.00	100.00
63. Special	100.00	100.00
64. Other	100.00	100.00
65. Total	100.00	100.00
66. General	100.00	100.00
67. Special	100.00	100.00
68. Other	100.00	100.00
69. Total	100.00	100.00
70. General	100.00	100.00
71. Special	100.00	100.00
72. Other	100.00	100.00
73. Total	100.00	100.00
74. General	100.00	100.00
75. Special	100.00	100.00
76. Other	100.00	100.00
77. Total	100.00	100.00
78. General	100.00	100.00
79. Special	100.00	100.00
80. Other	100.00	100.00
81. Total	100.00	100.00
82. General	100.00	100.00
83. Special	100.00	100.00
84. Other	100.00	100.00
85. Total	100.00	100.00
86. General	100.00	100.00
87. Special	100.00	100.00
88. Other	100.00	100.00
89. Total	100.00	100.00
90. General	100.00	100.00
91. Special	100.00	100.00
92. Other	100.00	100.00
93. Total	100.00	100.00
94. General	100.00	100.00
95. Special	100.00	100.00
96. Other	100.00	100.00
97. Total	100.00	100.00
98. General	100.00	100.00
99. Special	100.	

.....PROJECTED.....
OVER/UNDER %

TRANSFERS

PAYMENT TO BOND ESCROW 9010 01

OTHER USE OF FUNDS

EXPENDITURES

014599 - SCHOOL FUND-MISC.CHARGES

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
6593	PROP.TAX COLL. FEES .0 6830			13670	13670-		82,020	
26	PROP.TAX COLL. FEES.00 6831			26	26-		156	
-----		-----	-----	-----	-----	-----	-----	-----
6620	OTHER SERVICES & CHA			13696	13696-		82,176	
-----		-----	-----	-----	-----	-----	-----	-----
6620	OTHER SERVICES & CHAR			13696	13696-		82,176	
-----		-----	-----	-----	-----	-----	-----	-----
6620	EXPENDITURES			13696	13696-		82,176	

CITY OF HATTIESBURG
EXPENDITURE REPORT

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	 %
	BONDS REDEEMED							
	REVENUE ISSUES	8010						
	BONDS REDEEMED							
	INTEREST ON BONDS							
	REVENUE ISSUES	8110						
	INTEREST ON BONDS							
	PAYING AGENT FEES							
	REVENUE ISSUES	8410						
	PAYING AGENT FEES							
	DEBT SERVICE							
	EXPENDITURES							

015500 - W&S B&I USA YEAST-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT	PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN ACTUAL	OVER/UNDER	%
	TRANSFERS TO OTHER FUND								
	T/T WATER & SEWER B&I	9000 10							
-----			-----	-----	-----	-----	-----	-----	-----
	TRANSFERS TO OTHER F								
-----			-----	-----	-----	-----	-----	-----	-----
	TRANSFERS								
-----			-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES								

017500 - W&S CONTINGENCY-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	TRANSFERS TO OTHER FUND							
	T/T WATER & SEWER B&I 9000 10							
	T/T W & S RFDG.BONDS 9000 65							
	T/T W & S CONSTRUCTION 9000 75							
-----		-----	-----	-----	-----	-----	-----	-----
	TRANSFERS TO OTHER F							
-----		-----	-----	-----	-----	-----	-----	-----
	TRANSFERS							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

018701 - P&FD&R-TRUST AND AGENCY

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	AUDITING AND ACCOUNTIN 6010							
226	OTHER PROFESSIONAL SER 6049			1415	1415-		8,490	
-----		-----	-----	-----	-----	-----	-----	-----
226	PROFESSIONAL SERVICE			1415	1415-		8,490	
	OTHER SERVICES & CHANGE							
	PENSION EXPENSE 6825			206218	206218-		1,237,308	
481	PROP.TAX COLL. FEES .0 6830			980	980-		5,880	
2	PROP.TAX COLL. FEES.00 6831			13	13-		78	
	REFUNDS 6835							
	PFDR ACC. CONTRI. REF 6835 PFDR							
-----		-----	-----	-----	-----	-----	-----	-----
	REFUNDS							
-----		-----	-----	-----	-----	-----	-----	-----
483	OTHER SERVICES & CHA			207212	207212-		1,243,272	
-----		-----	-----	-----	-----	-----	-----	-----
708	OTHER SERVICES & CHAR			208627	208627-		1,251,762	
-----		-----	-----	-----	-----	-----	-----	-----
708	EXPENDITURES			208627	208627-		1,251,762	

019100 - POL.FORFEITURES-POLICE DIV.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OFFICE SUPPLIES							
	OTHER EXPENDABLE OFF.S 5010							
	OFFICE SUPPLIES							
	OPERATING SUPPLIES							
	FOOD 5115							
	GAS AND OIL 5250							
	UNIFORMS, BADGES, ETC. 5350							
	WEARING APPAREL 5355							
	WEARING APPAREL-HURR R 5356							
	MINOR EQUIPMENT 5460							
	DISPATCHER TRNG.MATERI 5468							
	MINOR EQ-HURR.RELIEF 5471							
	OTHER OPER.MATLS-K-9 S 5590							
1047	OTHER OPER.MATLS-CRIME 5591	10000		1047	8953	16.6 10.4	3,718-	37.1-
362	OTHER OPER.MATLS-D.A.R 5592	65848	8,141	6689	51018	16.6 10.1	25,714-	39.0-
	OTHER OPER-NON-SWORN C 5595							
	PAINT AND PAINTING SPL 5650							
	COMMUNICATION REPAIR P 5750							
	MINOR COMPUTER EQUIP. 5800							
1409	OPERATING SUPPLIES	75848	8,141	7736	59971	16.6 10.1	29,432-	38.8-
1409	SUPPLIES AND EXPENSES	75848	8,141	7736	59971	16.6 10.1	29,432-	38.8-
	PROFESSIONAL SERVICES							
	METRO CRIME STOPPERS 6039	10000			10000	16.6	10,000-	100.0-
	FEES - NON-SWORN CLASS 6044							
	OTHER PROFESSIONAL SER 6049	27300			27300	16.6	27,300-	100.0-
	PROFESSIONAL SERVICE	37300			37300	16.6	37,300-	100.0-
	COMMUNICATIONS							
	TELEPHONE AND TELEGRAP 6060							
	COMMUNICATIONS							
	TRANSPORTATION							
	TRAVEL EXPENSE 6110	1200			1200	16.6	1,200-	100.0-
	TRAVEL EXP-M/C TRAININ 6112							
	TRAVEL EXP-K-9 TRAININ 6113							
	TRAVEL EXP-TELECOMMUNI 6114							
	TRAVEL/REG-NON SWORN P 6117							
	FREIGHT 6120							
	TRANSPORTATION	1200			1200	16.6	1,200-	100.0-

	ADVERTISING								
	ADVERTISING	6150							
	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING	6200							
	PRINTING AND BINDING								
	OTHER SERVICES & CHARGE								
	EVIDENCE BUY MONEY	6817	7000		7000	16.6		7,000-	100.0-
	GRANT RELATED REFUND	6835	STATE						
	EVIDENCE BUY MONEY		7000		7000	16.6		7,000-	100.0-
	DUES AND MEMBERSHIPS	6840	2500		2500	16.6		2,500-	100.0-
	REGISTRATION FEE/TUITI	6845							
	OTHER SERVICES & CHA		9500		9500	16.6		9,500-	100.0-
	OTHER SERVICES & CHAR		48000		48000	16.6		48,000-	100.0-
	LAND								
	LAND	7000							
	LAND								
	BUILDING/BLD IMPROVEMEN								
	BUILDINGS	7100							
	POLICE SERV CTR BLDG	7100	22						
	BUILDINGS								
	BUILDING/BLD IMPROVE								
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327							
	COMMUNICATION EQUIPMEN	7355							
	EQUIP-HURR.RELIEF	7376							
	OTHER EQUIPMENT	7399	26278	11677	14601	16.6	44.4	43,784	166.6
	MACHINERY AND EQUIPM		26278	11677	14601	16.6	44.4	43,784	166.6
13500-	VEHICLES								
	AUTOMOBILES	7400		13500-	13500			81,000	
	D.A.R.E. AUTOMOBILES	7400	01	68975	68,136	839	16.6	68,975-	100.0-
	MOTORCYCLES	7405							
13500-	VEHICLES		68975	68,136	13500-	14339	16.6	19.5	12,025
	OTHER								
	ZOOLOGICAL ANIMALS	7505							

OTHER									
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13500-	CAPITAL OUTLAY	95253	68,136	1823-	28940	16.6	1.9	84,315-	88.5-
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12091-	EXPENDITURES	219101	76,277	5913	136911	16.6	2.6	183,623-	83.8-

020452 - 2002 TIF B&I-S/P GEN OBLIGA

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
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	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
	IND/ECON DEV ISSUES 8020	155000			155000	16.6	155,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	BONDS REDEEMED	155000			155000	16.6	155,000-	100.0-
	INTEREST ON BONDS							
	IND/ECON DEV ISSUES 8120	89605			89605	16.6	89,605-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	INTEREST ON BONDS	89605			89605	16.6	89,605-	100.0-
	PAYING AGENT FEES							
	IND/ECON DEV ISSUES 8420	2000			2000	16.6	2,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES	2000			2000	16.6	2,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	DEBT SERVICE	246605			246605	16.6	246,605-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES	246605			246605	16.6	246,605-	100.0-

021452 - 2004 TIF B&I-H/D GEN OBLIGA

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
	IND/ECON DEV ISSUES 8020							
-----		-----	-----	-----	-----	-----	-----	-----
	BONDS REDEEMED							
	INTEREST ON BONDS							
	IND/ECON DEV ISSUES 8120							
-----		-----	-----	-----	-----	-----	-----	-----
	INTEREST ON BONDS							
	PAYING AGENT FEES							
	IND/ECON DEV ISSUES 8420							
-----		-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES							
-----		-----	-----	-----	-----	-----	-----	-----
	DEBT SERVICE							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

022452 - 2003 TIF B&I-C/S GEN OBLIGA

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
	IND/ECON DEV ISSUES-PR 8020	135000			135000	16.6	135,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	BONDS REDEEMED	135000			135000	16.6	135,000-	100.0-
	INTEREST ON BONDS							
	IND/ECON DEV ISSUES-IN 8120	59610			59610	16.6	59,610-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	INTEREST ON BONDS	59610			59610	16.6	59,610-	100.0-
	PAYING AGENT FEES							
	IND/ECON DEV ISSUES 8420	2500			2500	16.6	2,500-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES	2500			2500	16.6	2,500-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	DEBT SERVICE	197110			197110	16.6	197,110-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES	197110			197110	16.6	197,110-	100.0-

CITY OF HATTIESBURG
EXPENDITURE REPORT

2 Months Ending 11/30/19

REMAINING	PERCENT	 PROJECTED	
BALANCE	PLAN ACTUAL	OVER/UNDER	%

T/T GENERAL FUND 9000 01

EXPENDITURES

023452 - 2007 TIF B&I-T/C GEN OBLIGA

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
	IND/ECON DEV ISSUES-PR 8020	475000			475000	16.6	475,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	BONDS REDEEMED	475000			475000	16.6	475,000-	100.0-
	INTEREST ON BONDS							
	IND/ECON DEV ISSUES-IN 8120	83620			83620	16.6	83,620-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	INTEREST ON BONDS	83620			83620	16.6	83,620-	100.0-
	PAYING AGENT FEES							
	IND/ECON DEV ISSUES 8420	5000			5000	16.6	5,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES	5000			5000	16.6	5,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	DEBT SERVICE	563620			563620	16.6	563,620-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES	563620			563620	16.6	563,620-	100.0-

024452 - 2008 TIF B&I-L/C GEN OBLIGA

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
OTHER SERVICES & CHARGE								
PROP.TAX COLL. FEES .0	6830							
PROP.TAX COLL. FEES.00	6831							
BANK SERV/TRF FEE	6832							
-----		-----	-----	-----	-----	-----	-----	-----
OTHER SERVICES & CHA								
-----		-----	-----	-----	-----	-----	-----	-----
OTHER SERVICES & CHAR								
BONDS REDEEMED								
IND/ECON DEV ISSUES-PR	8020	50000			50000	16.6	50,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
BONDS REDEEMED								
		50000			50000	16.6	50,000-	100.0-
INTEREST ON BONDS								
IND/ECON DEV ISSUES-IN	8120	8000			8000	16.6	8,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
INTEREST ON BONDS								
		8000			8000	16.6	8,000-	100.0-
PAYING AGENT FEES								
IND/ECON DEV ISSUES	8420	1000			1000	16.6	1,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
PAYING AGENT FEES								
		1000			1000	16.6	1,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
DEBT SERVICE								
		59000			59000	16.6	59,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
EXPENDITURES								
		59000			59000	16.6	59,000-	100.0-

025452 - 2011 TIF B&I-KOHL'S GEN OBLIGA

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
	IND/ECON DEV ISSUES-PR 8020	80000			80000	16.6	80,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	BONDS REDEEMED	80000			80000	16.6	80,000-	100.0-
	INTEREST ON BONDS							
4125	IND/ECON DEV ISSUES-IN 8120	8250		4125	4125	16.6 50.0	16,500	200.0
-----		-----	-----	-----	-----	-----	-----	-----
4125	INTEREST ON BONDS	8250		4125	4125	16.6 50.0	16,500	200.0
	PAYING AGENT FEES							
	IND/ECON DEV ISSUES 8420	2000			2000	16.6	2,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES	2000			2000	16.6	2,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
4125	DEBT SERVICE	90250		4125	86125	16.6 4.5	65,500-	72.5-
-----		-----	-----	-----	-----	-----	-----	-----
4125	EXPENDITURES	90250		4125	86125	16.6 4.5	65,500-	72.5-

026452 - 2016 TIF B&I-WHISP PINES EXPEN

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
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	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
	IND/ECON DEV ISSUES-PR 8020	169000			169000	16.6	169,000-	100.0-
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	BONDS REDEEMED	169000			169000	16.6	169,000-	100.0-
	INTEREST ON BONDS							
	IND/ECON DEV ISSUES-IN 8120	111143			111143	16.6	111,143-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	INTEREST ON BONDS	111143			111143	16.6	111,143-	100.0-
	PAYING AGENT FEES							
	IND/ECON DEV ISSUES 8420	2000			2000	16.6	2,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES	2000			2000	16.6	2,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	DEBT SERVICE	282143			282143	16.6	282,143-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES	282143			282143	16.6	282,143-	100.0-

027500 - TAX COLLECTOR'S-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
TRANSFERS TO OTHER FUND								
468409	T/T GENERAL FUND 9000 01			627814	627814-		3,766,884	
	T/T GENERAL FD-C.C. FE 9000 01CC							
	T/T GENERAL FD-EXCESS 9000 01EB							
	T/T GENERAL FD-CHKG IN 9000 01CHK							
6415	T/T GENERAL FD-INT/PEN 9000 01IP			36862	36862-		221,172	
22493	T/T PARKS & RECREATION 9000 02			30148	30148-		180,888	
21955	T/T LIBRARY 9000 04			29426	29426-		176,556	
	T/T 1999 TAX INCRE B&I 9000 12							
45046	T/T CITY B & I 9000 13			60376	60376-		362,256	
119844	T/T SCHOOL FUND 9000 14			256828	256828-		1,540,968	
15878	T/T SCHOOL-1988 SCH.BO 9000 14SB			33978	33978-		203,868	
34697	T/T POL/FIRE DIS./RELI 9000 18			46505	46505-		279,030	
	T/T 2002 TIF B&I-SP 9000 20							
	T/T 2004 TIF B&I-HD 9000 21							
	T/T 2003 TIF B&I-CS 9000 22							
	T/T 2007 TIF B&I-TC 9000 23							
	T/T 2008 TIF B&I-LC 9000 24							
	T/T 2011 TIF B&I-TC KO 9000 25							
	T/T '16 TIF B&I-WHISPE 9000 26							
	T/T 2016 TIF B&I-HBURG 9000 28							
	T/T 2015A TIF B&I-RIDG 9000 50							
	T/T 2015B TIF B&I-MIDT 9000 51							
5623	T/T MASS TRANSIT OPER. 9000 73			7537	7537-		45,222	
	T/T 2008 TIF CONSTR-LC 9000 90							
740360	TRANSFERS TO OTHER F			1129474	1129474-		6,776,844	
740360	TRANSFERS			1129474	1129474-		6,776,844	
740360	EXPENDITURES			1129474	1129474-		6,776,844	

028452 - 2016 TIF B&I-HBRG CLINIC MIDTN

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
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	OTHER SERVICES & CHA							
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	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
47000	IND/ECON DEV ISSUES 8020	47000		47000		16.6 100.0	235,000	500.0
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47000	BONDS REDEEMED	47000		47000		16.6 100.0	235,000	500.0
	INTEREST ON BONDS							
28485	IND/ECON DEV ISSUES 8120	28485		28485		16.6 100.0	142,425	500.0
-----		-----	-----	-----	-----	-----	-----	-----
28485	INTEREST ON BONDS	28485		28485		16.6 100.0	142,425	500.0
	PAYING AGENT FEES							
	IND/ECON DEV ISSUES 8420							
-----		-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES							
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75485	DEBT SERVICE	75485		75485		16.6 100.0	377,425	500.0
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75485	EXPENDITURES	75485		75485		16.6 100.0	377,425	500.0

039551 - AIRPORT IMPR.-AIRPORT DIV

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
	REGULAR WAGES	4000						
	OVERTIME	4300						
-----			-----	-----	-----	-----	-----	-----
SALARIES								
EMPLOYEE BENEFITS								
	STATE RETIREMENT	4600						
	F.I.C.A. TAXES	4700						
	HOSPITALIZATION INS.	4800						
-----			-----	-----	-----	-----	-----	-----
EMPLOYEE BENEFITS								
-----			-----	-----	-----	-----	-----	-----
PERSONAL SERVICES								
OPERATING SUPPLIES								
	GAS AND OIL	5250						
	MINOR EQUIPMENT	5460						
	OTHER OPERATING MATL/S	5590						
-----			-----	-----	-----	-----	-----	-----
OPERATING SUPPLIES								
REPAIR & MAINTENANCE SP								
	PLUMBING SUPPLIES	5610						
	PAINT AND PAINTING SPL	5650						
	OTHER REPAIR/MAINT. SP	5990						
-----			-----	-----	-----	-----	-----	-----
REPAIR & MAINTENANCE								
-----			-----	-----	-----	-----	-----	-----
SUPPLIES AND EXPENSES								
PROFESSIONAL SERVICES								
	ENGINEERING	6015						
	LEGAL	6025						
-----			-----	-----	-----	-----	-----	-----
PROFESSIONAL SERVICE								
REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M	6350						
	STREETS & STRUCTURES R	6360						
	DISINFECT./EXTERMINATI	6394						
	OTHER REPAIRS AND MAIN	6399						
	AUTOMOTIVE EQ. RENT	6415						
	OTHER RENT	6449						
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REPR/MAINT-OUTSIDE L								
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OTHER SERVICES & CHAR

	IMPROVEMENT OTHER THAN								
	STREETS & ROADWAYS	7230							
	STREET LIGHTING	7235							
	LIGHTING SYSTEM	7236							
	OTHER IMPROVEMENTS	7295							
	AIRPORT SIGN	7295 01							
84472	AIRPORT IMP-FAA	7295 02	870000		387416	482584	16.6	44.5	1,454,496 167.1
	MDOT-MULTIMODAL	7295 06							
	MISC.OTHER IMPROVEMEN	7295 99							
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84472	OTHER IMPROVEMENTS		870000		387416	482584	16.6	44.5	1,454,496 167.1
-----			-----	-----	-----	-----	-----	-----	-----
84472	IMPROVEMENT OTHER TH		870000		387416	482584	16.6	44.5	1,454,496 167.1
	MACHINERY AND EQUIPMENT								
	DATA PROCESSING EQUIP.	7327							
	AGRICULTURAL EQUIPMENT	7335							
	COMMUNICATION EQUIPMEN	7355							
	OTHER EQUIPMENT	7399							
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	MACHINERY AND EQUIPM								
-----			-----	-----	-----	-----	-----	-----	-----
84472	CAPITAL OUTLAY		870000		387416	482584	16.6	44.5	1,454,496 167.1
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84472	EXPENDITURES		870000		387416	482584	16.6	44.5	1,454,496 167.1

050452 - 2015A TIF B&I-RIDGE/TURTLE CRK

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
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	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
64000	IND/ECON DEV ISSUES-PR 8020	64000		64000		16.6 100.0	320,000	500.0
-----		-----	-----	-----	-----	-----	-----	-----
64000	BONDS REDEEMED	64000		64000		16.6 100.0	320,000	500.0
	INTEREST ON BONDS							
28793	IND/ECON DEV ISSUES-IN 8120	55825		28793	27033	16.6 51.5	116,933	209.4
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28793	INTEREST ON BONDS	55825		28793	27033	16.6 51.5	116,933	209.4
	PAYING AGENT FEES							
	IND/ECON DEV ISSUES 8420	2000			2000	16.6	2,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES	2000			2000	16.6	2,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
92793	DEBT SERVICE	121825		92793	29033	16.6 76.1	434,933	357.0
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92793	EXPENDITURES	121825		92793	29033	16.6 76.1	434,933	357.0

050602 - 2015 TIF B&I-RIDGE/MIDTOWN MAR

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	CONSULTANT SERV/SURVEY 6020							
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE							
	INSURANCE							
	OTHER INSURANCE 6299							
-----		-----	-----	-----	-----	-----	-----	-----
	INSURANCE							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
	GENERAL ISSUES-PRINCIP 8000							
-----		-----	-----	-----	-----	-----	-----	-----
	BONDS REDEEMED							
	INTEREST ON BONDS							
	GENERAL ISSUES-INTERES 8100							
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	INTEREST ON BONDS							
	PAYING AGENT FEES							
	GENERAL ISSUES 8400							
-----		-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES							
-----		-----	-----	-----	-----	-----	-----	-----
	DEBT SERVICE							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

051452 - 2015B TIF B&I-MIDTOWN MARKET

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
11000	IND/ECON DEV ISSUES 8020	11000		11000		16.6 100.0	55,000	500.0
-----		-----	-----	-----	-----	-----	-----	-----
11000	BONDS REDEEMED	11000		11000		16.6 100.0	55,000	500.0
	INTEREST ON BONDS							
4950	IND/ECON DEV ISSUES 8120	9598		4950	4648	16.6 51.5	20,102	209.4
-----		-----	-----	-----	-----	-----	-----	-----
4950	INTEREST ON BONDS	9598		4950	4648	16.6 51.5	20,102	209.4
	PAYING AGENT FEES							
	IND/ECON DEV ISSUES 8420	2000			2000	16.6	2,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES	2000			2000	16.6	2,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
15950	DEBT SERVICE	22598		15950	6648	16.6 70.5	73,102	323.4
-----		-----	-----	-----	-----	-----	-----	-----
15950	EXPENDITURES	22598		15950	6648	16.6 70.5	73,102	323.4

052452 - 2019 TIF B&I ELAM ARMS MIDTOWN

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
	IND/ECON DEV ISSUES-PR 8020							
-----		-----	-----	-----	-----	-----	-----	-----
	BONDS REDEEMED							
	INTEREST ON BONDS							
	IND/ECON DEV ISSUES-IN 8120							
-----		-----	-----	-----	-----	-----	-----	-----
	INTEREST ON BONDS							
	PAYING AGENT FEES							
	IND/ECON DEV ISSUES 8420							
-----		-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES							
-----		-----	-----	-----	-----	-----	-----	-----
	DEBT SERVICE							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

072201 - MUN.ROAD&BRIDGE-STREET DIV

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
OPERATING SUPPLIES								
	CHEMICALS 5130							
	ASPHALT & ASPHALT PROD 5400							
	CONCRETE, CEMENT, ETC. 5405							
	BRICK, STONE, MORTAR, ETC 5410							
	SAND, CLAY, GRVL, FILL DI 5415							
	DRAINAGE PIPE & CULVER 5420							
	MINOR EQUIPMENT 5460							
	STREET MARKING SUPPLIE 5550							
OPERATING SUPPLIES								
	REPAIR & MAINTENANCE SP							
	BUILDING MATERIALS & S 5600							
	PLUMBING SUPPLIES 5610							
	STRUCTURAL STEEL & IRO 5620							
REPAIR & MAINTENANCE								
SUPPLIES AND EXPENSES								
PROFESSIONAL SERVICES								
4463	ENGINEERING 6015	770000		73215	696785	16.6 9.5	330,710-	42.9-
	ENGINEERING-MDOT LINCO 6015 01	185000			185000	16.6	185,000-	100.0-
	APPRAISAL 6017	7000			7000	16.6	7,000-	100.0-
	LEGAL 6025	7000		5261	1739	16.6 75.1	24,566	350.9
	OTHER PROFESSIONAL SER 6049		697		697-			
4463	PROFESSIONAL SERVICE	969000	697	78477	889827	16.6 8.0	498,138-	51.4-
	TRANSPORTATION							
	TRAVEL EXPENSE 6110							
TRANSPORTATION								
	REPR/MAINT-OUTSIDE LABO							
	STREETS & STRUCTURES R 6360	1246000	184,517		1061483	16.6	1,246,000-	100.0-
	MINOR EQUIPMENT R&M 6382							
	REPR/MAINT-OUTSIDE L	1246000	184,517		1061483	16.6	1,246,000-	100.0-
	RENTALS							
	MACHINERY RENT 6420							
RENTALS								
	OTHER SERVICES & CHARGE							
29	BANK SERV/TRF FEE 6832			94	94-		564	
	8/29 TIPPING FEES 6880							

	8/29 TIPPING-PW7311	6880	01							
	8/29 TIPPING-PW8157	6880	02							
	8/29 TIPPING-PW7711	6880	03							
-----				-----	-----	-----	-----	-----	-----	-----
	8/29 TIPPING FEES									
-----				-----	-----	-----	-----	-----	-----	-----
29	OTHER SERVICES & CHA				94	94-			564	
-----				-----	-----	-----	-----	-----	-----	-----
4491	OTHER SERVICES & CHAR	2215000		185,214	78571	1951215	16.6	3.5	1,743,574-	78.7-
	LAND									
	LAND	7000								
	LAND - CE ROY PATHWAY	7000	01							
	LAND - HEGWOOD RD	7000	02							
	LAND - OAK GROVE RD RO	7000	03							
	EASEMENTS	7010								
-----				-----	-----	-----	-----	-----	-----	-----
	LAND									
	IMPROVEMENT OTHER THAN									
	BRIDGES	7210								
	34TH AVE PEDESTRIAN B	7210	01							
	28TH AVENUE BRIDGE	7210	02	610000		610000	16.6		610,000-	100.0-
	12TH AVENUE BRIDGE	7210	03							
	BARKLEY ROAD BRIDGE	7210	04							
	FEMA BRIDGE REHAB	7210	05	112100		112100	16.6		112,100-	100.0-
	COUNTRY CLUB BRIDGE	7210	06							
-----				-----	-----	-----	-----	-----	-----	-----
	BRIDGES			722100		722100	16.6		722,100-	100.0-
	DRAINS	7215								
	MOBILE ST (CDBG)	7215	14							
	INSWOOD	7215	15	185000		185000	16.6		185,000-	100.0-
-----				-----	-----	-----	-----	-----	-----	-----
	DRAINS			185000		185000	16.6		185,000-	100.0-
	SIDEWALKS	7225								
	SIDEWALKS-NON SPECIFI	7225	01	35000	29,751	5249	16.6		35,000-	100.0-
	MDOT-WOODLEY, ROWAN SC	7225	02							
	LONG LEAF TRACE/KP SI	7225	03							
	HWY 49 SIDEWALKS	7225	04							
	MDOT-HAWKINS SCHL SID	7225	05							
	MDOT-TUSCAN AVE SIDEW	7225	06							
	MDOT-LLT DEPOT TO CHA	7225	07							
	MDOT-J ED TURNER BIKE	7225	08							
	EDWARDS ST PATHWAY	7225	09							
	CAMP ST WALKING TRAIL	7225	10							
	GRANT-GORDON CREEK SI	7225	11							
	38TH AVE SIDEWALKS	7225	12	561965		561965	16.6		561,965-	100.0-
	CLASSIC DRIVE BIKE TR	7225	13							
	LLT TO AFRICAN AMER M	7225	14	200000		200000	16.6		200,000-	100.0-
	31ST AVE SIDEWALKS	7225	15							
	N. 31st & HARDY CROSS	7225	16							
	GORDON CREEK PATHWAYS	7225	20							
	MAMIE STREET	7225	21							

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	SIDEWALKS		796965	29,751		767214	16.6	796,965- 100.0-
	STREETS & ROADWAYS	7230						
	UNETTA ST BRIDGE	7230 01						
	INDUSTRIAL PARK ROADS	7230 02	100000			100000	16.6	100,000- 100.0-
	WESTERN BELTWAY	7230 03						
	NORTH-SOUTH CORRIDOR-	7230 04						
	RAILROAD CROSSING UPG	7230 05						
	BIKE LANES	7230 06						
	MDIP-HBURG CLINIC ACC	7230 07						
	MDOT-4TH ST PHASE I	7230 08						
	MDOT-4TH ST PHASE II	7230 09	80000			80000	16.6	80,000- 100.0-
	MDOT-FUTURE PROJECT	7230 10						
	E.4TH STREET	7230 11						
	HEGWOOD ROAD	7230 12						
	LAKE FORGETFUL	7230 13						
	LAMAR BLVD-REGIONS	7230 14						
	S 31ST AVE MIDTOWN	7230 15						
	HARDY/GREEN IMPROVEME	7230 16	472670			472670	16.6	472,670- 100.0-
	MDOT-USM TAP	7230 17						
	MDA-NORTH 31ST AVENUE	7230 18						
	OAK GROVE ROUNDABOUT	7230 20						
	LAKEVIEW BRIDGE NORTH	7230 21						
	LAKEVIEW BRIDGE SOUTH	7230 22						
	FORREST STREET BRIDGE	7230 24						
5253	CTRY.CLUB RD. INTERSE	7230 25	473505		5253	468253	16.6 1.1	441,987- 93.3-
	TATUM BLVD.IMPROVEMEN	7230 26						
	DOWNTOWN STREET IMPRO	7230 27						
	WEATHERSBY-S US HWY 9	7230 28						
	SHORT STREET IMPROVEM	7230 29						
	MAMIE ST RELOCATION	7230 34	50000			50000	16.6	50,000- 100.0-
	MDOT-B'WAY,MOBILE TE	7230 39						
	MDOT-34TH AVE TE	7230 40						
	MCLEOD ST BRIDGE	7230 41						
	BROAD ST BRIDGE	7230 42						
	MDOT-MARTIN LUTHER KI	7230 43						
	HARDY WIDENING #1-MDO	7230 48						
	RAWLS SPGS LOOP RD	7230 50						
	MDOT-LLT-US 49 TO MAI	7230 51						
	HARDY WIDENING #2-MDO	7230 52						
	ARRA-W PINE-B'WAY TO	7230 53						
	WATER TANK ACCESS RD	7230 54						
	CORRIDOR/INTERSECT.IM	7230 75						
	CHAUVET SQUARE PROJEC	7230 81						
64171	38TH AVE IMPR/BP FUND	7230 82	482870		64171	418699	16.6 13.2	97,844- 20.2-
	HARDY/49-W PINE/BP FU	7230 83	793000			793000	16.6	793,000- 100.0-
	OTHER STREET IMPR.	7230 99						
-----			-----	-----	-----	-----	-----	-----
69424	STREETS & ROADWAYS		2452045		69424	2382621	16.6 2.8	2,035,501- 83.0-
	OTHER IMPROVEMENTS	7295						
	WARNING SIREN	7295 01						
	ELAINE CIRCLE RETAINI	7295 10						

TRAF.SIGNAL UPGRADE-I 7295 28
 TRAF.SIGNAL-SOUTHERN 7295 29
 TRAF.SIGNAL-38th AVE/ 7295 30
 TRAF.SIGNAL-TATUM/BON 7295 41
 TRAF.SIGNAL-BARTUR/B' 7295 54
 TRAF.SIGNAL-USM/4TH S 7295 55

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	OTHER IMPROVEMENTS								
-----		-----	-----	-----	-----	-----	-----	-----	-----
69424	IMPROVEMENT OTHER TH	4156110	29,751	69424	4056935	16.6	1.6	3,739,566-	89.9-
	MACHINERY AND EQUIPMENT								
	AGRICULTURAL EQUIPMENT 7335								
	CONSTRUCTION EQUIPMENT 7345								
-----		-----	-----	-----	-----	-----	-----	-----	-----
	MACHINERY AND EQUIPM								
	VEHICLES								
	AUTOMOBILES 7400								
	PICK UP TRUCKS 7420								
	DUMP TRUCKS 7440								
	SPECIAL TRUCKS 7450								
-----		-----	-----	-----	-----	-----	-----	-----	-----
	VEHICLES								
-----		-----	-----	-----	-----	-----	-----	-----	-----
69424	CAPITAL OUTLAY	4156110	29,751	69424	4056935	16.6	1.6	3,739,566-	89.9-
-----		-----	-----	-----	-----	-----	-----	-----	-----
73915	EXPENDITURES	6371110	214,965	147995	6008150	16.6	2.3	5,483,140-	86.0-

072460 - MUN.R&B FUND-CAPITAL LEASES

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	CAPITAL LEASE PAYMENTS							
	TRACTOR LEASE '11 8512							
	BACKHOE LEASE '11 8514							
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL LEASE PAYMEN							
	INTEREST ON CAPITAL LEA							
	TRACTOR LEASE '11 8612							
	BACKHOE LEASE '11 8614							
-----		-----	-----	-----	-----	-----	-----	-----
	INTEREST ON CAPITAL							
-----		-----	-----	-----	-----	-----	-----	-----
	DEBT SERVICE							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

072500 - MUN.ROAD&BRIDGE-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	TRANSFERS TO OTHER FUND							
	T/T GENERAL FUND 9000 01							
	T/T SPECIAL STREET 9000 08							
	T/T COMMUNITY DEVELOPM 9000 82							
-----		-----	-----	-----	-----	-----	-----	-----
	TRANSFERS TO OTHER F							
-----		-----	-----	-----	-----	-----	-----	-----
	TRANSFERS							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

073570 - MASS TRANSIT-TRANSPORTATION

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN	ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES									
56083	REGULAR WAGES 4000	733806		110531	623275	16.6	15.0	70,620-	9.6-
	DISASTER RECOVERY WAGE 4010								
6064	OVERTIME 4300	50000		13024	36976	16.6	26.0	28,144	56.2
	DISASTER RECOVERY OVER 4310								
62146	SALARIES	783806		123555	660251	16.6	15.7	42,476-	5.4-
EMPLOYEE BENEFITS									
10813	STATE RETIREMENT 4600	136400		21499	114901	16.6	15.7	7,406-	5.4-
4579	F.I.C.A. TAXES 4700	59970		9101	50869	16.6	15.1	5,364-	8.9-
13915	HOSPITALIZATION INS. 4800	187200		26100	161100	16.6	13.9	30,600-	16.3-
	UNEMPLOYMENT BENEFITS 4900	6500			6500	16.6		6,500-	100.0-
	WORKMAN'S COMPENSATION 4910	18000			18000	16.6		18,000-	100.0-
29307	EMPLOYEE BENEFITS	408070		56700	351370	16.6	13.8	67,870-	16.6-
91454	PERSONAL SERVICES	1191876		180255	1011621	16.6	15.1	110,346-	9.2-
OFFICE SUPPLIES									
	PAPER 5003	500			500	16.6		500-	100.0-
	PRINTED FORMS 5005	100			100	16.6		100-	100.0-
514	OTHER EXPENDABLE OFF.S 5010	2500		514	1986	16.6	20.5	584	23.3
	MINOR OFFICE EQUIP/FUR 5020	5000			5000	16.6		5,000-	100.0-
	SUBSCRIPTIONS,MAGS,MAP 5050	200			200	16.6		200-	100.0-
	BOOKS 5070								
	COMPUTER SUPPLIES 5080	1500			1500	16.6		1,500-	100.0-
514	OFFICE SUPPLIES	9800		514	9286	16.6	5.2	6,716-	68.5-
OPERATING SUPPLIES									
442	CLEANING/JANITORIAL SP 5100	2000		534	1466	16.6	26.7	1,204	60.2
	FOOD 5115	500			500	16.6		500-	100.0-
	MEDICAL SUPPLIES 5120								
	CHEMICALS 5130	600			600	16.6		600-	100.0-
1124	GAS AND OIL 5250	12000		1659	10342	16.6	13.8	2,046-	17.0-
306	LUBRICANTS 5255	500		306	194	16.6	61.2	1,336	267.2
11461	DIESEL FUEL 5257	110000		21820	88180	16.6	19.8	20,920	19.0
	OTHER FUEL 5260	1500			1500	16.6		1,500-	100.0-
	WEARING APPAREL 5355	2000			2000	16.6		2,000-	100.0-
	CONCRETE, CEMENT, ETC. 5405	1000			1000	16.6		1,000-	100.0-
	SAND,CLAY,GRVL,FILL DI 5415								
	HAND TOOLS 5450	1500	316		1184	16.6		1,500-	100.0-
	MINOR EQUIPMENT 5460	500			500	16.6		500-	100.0-
	OTHER OPERATING MATL/S 5590	3200			3200	16.6		3,200-	100.0-

	INSURANCE		55000		49364	5636	16.6	89.7	241,184	438.5
	UTILITIES									
1246	ELECTRICITY	6305	20000		2098	17902	16.6	10.4	7,412-	37.0-
1246	UTILITIES		20000		2098	17902	16.6	10.4	7,412-	37.0-
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	1500			1500	16.6		1,500-	100.0-
	ELECTRICAL R&M	6355	1500			1500	16.6		1,500-	100.0-
	PLUMBING EQUIPMENT R&M	6357								
	OFFICE EQUIPMENT R&M	6365	500			500	16.6		500-	100.0-
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382								
	MOTOR VEHICLE EQ. R&M	6384	3000			3000	16.6		3,000-	100.0-
	REPR/MAINT-OUTSIDE L		6500			6500	16.6		6,500-	100.0-
	BUS EQUIPMENT R&M									
5478	BUS EQUIP R&M-FIXED RO	6385 01	90000	2,748	9567	77685	16.6	10.6	32,598-	36.2-
889	BUS EQUIP R&M-PARATRA	6385 02	30000	1,784	889	27327	16.6	2.9	24,666-	82.2-
63	COMMUNICATION EQ. R&M	6390	5000		63	4938	16.6	1.2	4,622-	92.4-
	DISINFECT./EXTERMINATI	6394	250		48	202	16.6	19.2	38	15.2
35	SIGN PAINTING	6396	1200		115	1085	16.6	9.5	510-	42.5-
600	TOW IN CHARGES	6398	2000		600	1400	16.6	30.0	1,600	80.0
	OTHER REPAIRS AND MAIN	6399	1500			1500	16.6		1,500-	100.0-
7065	BUS EQUIPMENT R&M		129950	4,532	11282	114136	16.6	8.6	62,258-	47.9-
	RENTALS									
	BUILDING RENT	6405								
	CYLINDER RENT	6425								
	UNIFORM RENT	6430	7000		884	6116	16.6	12.6	1,696-	24.2-
	OTHER RENT	6449	500			500	16.6		500-	100.0-
	RENTALS		7500		884	6616	16.6	11.7	2,196-	29.2-
	OTHER SERVICES & CHARGE									
78	PROP.TAX COLL. FEES .0	6830	750		159	591	16.6	21.2	204	27.2
	PROP.TAX COLL. FEES.00	6831	1500		2	1498	16.6	.1	1,488-	99.2-
	DUES AND MEMBERSHIPS	6840	600			600	16.6		600-	100.0-
	REGISTRATION FEE/TUITI	6845								
	LAUNDRY	6850								
	PARATRANSIT-OUTSIDE SE	6867								
2917	JARC-OPERATIONS	6868	86338		9429	76909	16.6	10.9	29,764-	34.4-
	ARRA-OPERATIONS	6869								
650	CUSTODIAL SERVICE	6870	3900		975	2925	16.6	25.0	1,950	50.0
	SERVICES NOT SPECIFIED	6999								
3645	OTHER SERVICES & CHA		93088		10565	82523	16.6	11.3	29,698-	31.9-
14028	OTHER SERVICES & CHAR		351238	6,055	76865	268318	16.6	21.8	109,952	31.3
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	BUS SHELTERS	7100 24	349521			349521	16.6		349,521-	100.0-
	MASS TRANSIT FACILITY	7100 27	43994			43994	16.6		43,994-	100.0-

-----	TRANSIT FACILITY ARCH 7100 29	28005	-----	-----	28005	16.6	-----	28,005-	100.0-
-----	BUILDINGS	421520	-----	-----	421520	16.6	-----	421,520-	100.0-
-----	BUILDING/BLD IMPROVE	421520	-----	-----	421520	16.6	-----	421,520-	100.0-
	IMPROVEMENT OTHER THAN								
	OTHER IMPROVEMENTS 7295								
	ARRA DEPOT INFO KIOSK 7295 53								
	ARRA IMPROVEMENTS 7295 99								
-----	OTHER IMPROVEMENTS	-----	-----	-----	-----	-----	-----	-----	-----
-----	IMPROVEMENT OTHER TH	-----	-----	-----	-----	-----	-----	-----	-----
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP. 7325								
	DATA PROCESSING EQUIP. 7327								
	ARRA-DP EQUIP/SOFTWARE 7328								
	FAREBOX MEDIA EQUIPMEN 7334	276000			276000	16.6		276,000-	100.0-
	AGRICULTURAL EQUIPMENT 7335								
	SURVEILANCE/SECURITY E 7336	44630			44630	16.6		44,630-	100.0-
	COMMUNICATION EQUIPMEN 7355								
	ARRA-COMMUNICATION EQU 7356								
	ARRA-GPS EQUIPMENT 7357								
	MAJOR EQUIP. IMPROVEME 7390								
	OTHER EQUIPMENT 7399								
-----	MACHINERY AND EQUIPM	320630	-----	-----	320630	16.6	-----	320,630-	100.0-
	VEHICLES								
	AUTOMOBILES 7400	29044			29044	16.6		29,044-	100.0-
	BUSES 7410	325250			325250	16.6		325,250-	100.0-
	ARRA-TROLLEYS 7415								
	SPECIAL TRUCKS 7450								
-----	VEHICLES	354294	-----	-----	354294	16.6	-----	354,294-	100.0-
-----	CAPITAL OUTLAY	1096444	-----	-----	1096444	16.6	-----	1,096,444-	100.0-
-----	121148 EXPENDITURES	2869158	7,241	298904	2563013	16.6	10.4	1,075,734-	37.4-

075695 - W&S CONSTR.-CAPITAL PROJECTS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
OPERATING SUPPLIES								
-----	ASPHALT & ASPHALT PROD 5400	-----	-----	-----	-----	-----	-----	-----
-----	OPERATING SUPPLIES	-----	-----	-----	-----	-----	-----	-----
SUPPLIES AND EXPENSES								
PROFESSIONAL SERVICES								
16504	ENGINEERING 6015	400000		82237	317763	16.6 20.5	93,422	23.3
72785	ENGINEERING-I&I STUDY 6015 01	517097		72785	444312	16.6 14.0	80,387-	15.5-
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
89289	PROFESSIONAL SERVICE REPR/MAINT-OUTSIDE LABO STREETS & STRUCTURES R 6360	917097		155023	762074	16.6 16.9	13,041	1.4
-----		-----	-----	-----	-----	-----	-----	-----
REPR/MAINT-OUTSIDE L OTHER SERVICES & CHARGE SETTLEMT OF DAMAGE CLA 6700 BANK SERV/TRF FEE 6832 SERVICES NOT SPECIFIED 6999								
-----		-----	-----	-----	-----	-----	-----	-----
OTHER SERVICES & CHA								
-----		-----	-----	-----	-----	-----	-----	-----
89289	OTHER SERVICES & CHAR	917097		155023	762074	16.6 16.9	13,041	1.4
LAND								
	LAND 7000							
-----	EASEMENTS 7010	-----	-----	-----	-----	-----	-----	-----
LAND IMPROVEMENT OTHER THAN BRIDGES 7210								
-----	S. LAGOON BRIDGE REPL 7210 05	-----	-----	-----	-----	-----	-----	-----
BRIDGES								
	FENCES/RAILINGS 7212							
	SEWERS 7220							
	SEWER PHASE III 7220 01							
	IRENE CHAPEL-HATTIE A 7220 02							
	IND.PARK WTR/SWR IMPR 7220 03							
	MISC.SEWER SYSTEMS IM 7220 04							
	SHADOWOOD 7220 05							

WOODHAVEN 7220 06
 RICHBURG HILL TO I/59 7220 07
 HWY 49 S 7220 08
 W.HILLS GOLF CRSE SWR 7220 09
 PCS WTR/SWR LINES 7220 10
 S.LAGOON IMPROVEMENTS 7220 11
 MCINNIS SPRING RD EXT 7220 12
 COUNTRY CLUB SEWER 7220 13
 HYBRID PLASTICS PROJ(7220 14
 PALMER'S SWR-SRF-LOAN 7220 15
 CENTRAL SCHL RD 7220 16
 JAMES/HWY49 SRF LOAN# 7220 18
 I-59/JERVIS MIMS 7220 19
 DIXIE PINE-SRF LOAN # 7220 20
 USM PUMP STATION 7220 21
 N.LAGOON EXPANSION 7220 26
 S.LAGOON REPAIRS 7220 27
 HWY 11 SOUTH SEWER 7220 29
 USA YEAST 7220 37
 S2-W 592 SWR W OF RAI 7220 38
 S3-E 592 SWR E OF RAI 7220 39
 CDBG-WIS PAK 7220 46
 LAGOON AERATORS-ARRA 7220 47
 RAILROAD BORE 7220 48
 SEWER PHASE II 7220 50
 CDBG-USA YEAST 7220 51
 SEWER PHASE IV 7220 53
 LAKE FORGETFULL RD 7220 62
 S 31st AVE DRAINAGE 7220 65
 S 31st AVE SEWER 7220 66
 LAMAR BLVD-REGIONS 7220 67
 PROGRAMMED SEWER PROJ 7220 99

SEWERS

STREETS & ROADWAYS 7230
 1995 W&S-PAVING 7230 01

STREETS & ROADWAYS

WATER SYSTEMS 7245
 JAMES ST WTR PLT 7245 02
 HWY 98 WEST WTR.IMPR. 7245 03
 HWY 98 ELEVATED WTR T 7245 04
 WESTERN CONTAINER FIR 7245 06
 RICHBURG HILL TO I/59 7245 07
 WESLEY WELL #2 7245 09
 OLD 98/RUNNELS RD WTR 7245 11
 N 39TH & 40TH IMPROVE 7245 12
 RICHBURG HILL WTR.LIN 7245 14
 AUDUBON-WESTWOOD IMPR 7245 15
 RICHBURG HILL BOOSTER 7245 17
 COUNTRY CLUB WATER 7245 18
 RICHBURG ELEVATED TAN 7245 19

125

1384003

125

1383878

16.6

1,383,253- 99.9-

2445

1000000

2445

997555

16.6

.2

985,330- 98.5-

	RAULSTON RD WATER	7245 20							
	BLC MUN.AIRPORT	7245 21							
	JMT IND.DR/JAMES ST	7245 22							
	TATUM BLVD/HWY 11	7245 23							
	HATTIE WATER MAIN.	7245 25							
7502	EAST JERUSALEM AREA	7245 29	2000000		7502	1992498	16.6	.3	1,954,988- 97.7-
	LAMAR BLVD WATER	7245 30	250000			250000	16.6		250,000- 100.0-
	CDBG-WIS PAK	7245 46							
	LOOP WATER LINE 98/RU	7245 47							
	2015 WATER IMPROVEMEN	7245 54							
	2017 WATER IMPROVEMEN	7245 61							
	2018 WATER IMPROVEMEN	7245 63							
	PROGRAMMED WATER PROJ	7245 99							
-----			-----	-----	-----	-----	-----	-----	-----
10072	WATER SYSTEMS		4634003		10072	4623931	16.6	.2	4,573,571- 98.6-
	OTHER IMPROVEMENTS	7295							
	SCS PROJECT MATCH	7295 20							
	NRCS EROSION CONTROL	7295 21							
	TURTLECREEK-STORM DRA	7295 26							
	TURTLECREEK-WATER/SEW	7295 27							
	THORNHILL DRIVE	7295 69							
	TANK PAINTING/MAINT	7295 98	120000			120000	16.6		120,000- 100.0-
-----			-----	-----	-----	-----	-----	-----	-----
	OTHER IMPROVEMENTS		120000			120000	16.6		120,000- 100.0-
-----			-----	-----	-----	-----	-----	-----	-----
10072	IMPROVEMENT OTHER TH		4754003		10072	4743931	16.6	.2	4,693,571- 98.7-
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP.	7325							
	PIPE	7370							
	OTHER EQUIPMENT	7399							
-----			-----	-----	-----	-----	-----	-----	-----
	MACHINERY AND EQUIPM								
-----			-----	-----	-----	-----	-----	-----	-----
10072	CAPITAL OUTLAY		4754003		10072	4743931	16.6	.2	4,693,571- 98.7-
-----			-----	-----	-----	-----	-----	-----	-----
99361	EXPENDITURES		5671100		165095	5506005	16.6	2.9	4,680,530- 82.5-

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL		OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	SALARIES								
27667	REGULAR WAGES	4000	413787		54453	359334	16.6 13.1	87,069-	21.0-
	DISASTER RECOVERY WAGE	4010							
839	OVERTIME	4300	11000		2277	8723	16.6 20.7	2,662	24.2
	DISASTER RECOVERY OVER	4310							
28506	SALARIES		424787		56730	368057	16.6 13.3	84,407-	19.8-
	EMPLOYEE BENEFITS								
4960	STATE RETIREMENT	4600	74700		9871	64829	16.6 13.2	15,474-	20.7-
2129	F.I.C.A. TAXES	4700	32850		4238	28612	16.6 12.9	7,422-	22.5-
7540	HOSPITALIZATION INS.	4800	117000		15080	101920	16.6 12.8	26,520-	22.6-
	UNEMPLOYMENT BENEFITS	4900	1000			1000	16.6	1,000-	100.0-
	WORKMAN'S COMPENSATION	4910	13500			13500	16.6	13,500-	100.0-
14629	EMPLOYEE BENEFITS		239050		29189	209861	16.6 12.2	63,916-	26.7-
43135	PERSONAL SERVICES		663837		85919	577918	16.6 12.9	148,323-	22.3-
	OFFICE SUPPLIES								
	PAPER	5003							
	PRINTED FORMS	5005							
	OTHER EXPENDABLE OFF.S	5010	1200			1200	16.6	1,200-	100.0-
40	MINOR OFFICE EQUIP/FUR	5020	1500		40	1460	16.6 2.6	1,260-	84.0-
	PHOTO SUPPLIES	5040							
	SUBSCRIPTIONS,MAGS,MAP	5050							
	BOOKS	5070							
40	OFFICE SUPPLIES		2700		40	2660	16.6 1.4	2,460-	91.1-
	OPERATING SUPPLIES								
214	CLEANING/JANITORIAL SP	5100	10000		1619	8381	16.6 16.1	286-	2.8-
	HOUSEHOLD SUPPLIES	5110							
	FOOD	5115							
	MEDICAL SUPPLIES	5120	250			250	16.6	250-	100.0-
	CHEMICALS	5130							
302	GAS AND OIL	5250	5500		503	4997	16.6 9.1	2,482-	45.1-
	WEARING APPAREL	5355	500			500	16.6	500-	100.0-
1133	HORT./LANDSCAPING SPLY	5440	2800	168	1133	1499	16.6 40.4	3,998	142.7
	HAND TOOLS	5450							
12	MINOR EQUIPMENT	5460	5000		2800	2200	16.6 56.0	11,800	236.0
	MDSE FOR RESALE	5520							
	OTHER OPERATING MATL/S	5590	8000			8000	16.6	8,000-	100.0-
1662	OPERATING SUPPLIES		32050	168	6055	25827	16.6 18.8	4,280	13.3
	REPAIR & MAINTENANCE SP								

238	BUILDING MATERIALS & S	5600	3000	615	2385	16.6	20.5	690	23.0
889	ELECTRICAL SUPPLIES	5605	5000	1278	3722	16.6	25.5	2,668	53.3
35	PLUMBING SUPPLIES	5610	4000	35	3965	16.6	.8	3,790-	94.7-
	PAINT AND PAINTING SPL	5650	1000		1000	16.6		1,000-	100.0-
	MTR VEHICLE REP. PTS/S	5700	2000		2000	16.6		2,000-	100.0-
	OTHER REPAIR/MAINT. SP	5990	1000		1000	16.6		1,000-	100.0-
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1162	REPAIR & MAINTENANCE		16000	1928	14072	16.6	12.0	4,432-	27.7-
-----			-----	-----	-----	-----	-----	-----	-----
2864	SUPPLIES AND EXPENSES		50750	168	8023	16.6	15.8	2,612-	5.1-
	PROFESSIONAL SERVICES								
	ENTERTAINMENT	6033							
798	OTHER PROFESSIONAL SER	6049	6000	1147	4853	16.6	19.1	882	14.7
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798	PROFESSIONAL SERVICE		6000	1147	4853	16.6	19.1	882	14.7
	COMMUNICATIONS								
61	TELEPHONE AND TELEGRAP	6060	3000	122	2878	16.6	4.0	2,268-	75.6-
	POSTAGE	6070							
-----			-----	-----	-----	-----	-----	-----	-----
61	COMMUNICATIONS		3000	122	2878	16.6	4.0	2,268-	75.6-
	TRANSPORTATION								
	TRAVEL EXPENSE	6110	500	70	348	16.6	69.6	1,588	317.6
	FREIGHT	6120							
-----			-----	-----	-----	-----	-----	-----	-----
	TRANSPORTATION		500	70	348	16.6	69.6	1,588	317.6
	ADVERTISING								
	ADVERTISING	6150							
-----			-----	-----	-----	-----	-----	-----	-----
	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING	6200							
	FILM PROCESSING	6240							
-----			-----	-----	-----	-----	-----	-----	-----
	PRINTING AND BINDING								
	INSURANCE								
	BOILER MACHINERY	6260							
	AUTOMOBILE INSURANCE	6265							
-----			-----	-----	-----	-----	-----	-----	-----
	INSURANCE								
	UTILITIES								
376	GAS	6300	14000	695	13305	16.6	4.9	9,830-	70.2-
6395	ELECTRICITY	6305	77000	15261	61739	16.6	19.8	14,566	18.9
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6771	UTILITIES		91000	15956	75044	16.6	17.5	4,736	5.2
	REPR/MAINT-OUTSIDE LABO								
3366	BUILDING R&M	6350	18410	4790	13620	16.6	26.0	10,330	56.1
	ELECTRICAL R&M	6355							
	PLUMBING EQUIPMENT R&M	6357	2250		2250	16.6		2,250-	100.0-
	OFFICE EQUIPMENT R&M	6365							
265	HOUSEHOLD EQUIPMENT R&	6370	7000	5190	1810	16.6	74.1	24,140	344.8
1003	FIXED EQUIPMENT R&M	6380	13750	1003	12747	16.6	7.2	7,732-	56.2-

	MINOR EQUIPMENT R&M	6382	600		600	16.6		600-	100.0-
	MOTOR VEHICLE EQ. R&M	6384	1750		1750	16.6		1,750-	100.0-
	CLEANING AND PAINTING	6392	8000		8000	16.6		8,000-	100.0-
	DISINFECT./EXTERMINATI	6394	6000	507	5493	16.6	8.4	2,958-	49.3-
	TOW IN CHARGES	6398	250		250	16.6		250-	100.0-
735	OTHER REPAIRS AND MAIN	6399	5000	735	4265	16.6	14.7	590-	11.8-
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5369	REPR/MAINT-OUTSIDE L		63010	12224	50786	16.6	19.4	10,334	16.4
	RENTALS								
	OFFICE EQUIPMENT RENT	6410							
	CYLINDER RENT	6425							
343	UNIFORM RENT	6430	3000	667	2333	16.6	22.2	1,002	33.4
	MOP-MAT-RAG RENT	6435							
	OTHER RENT	6449	867		867	16.6		867-	100.0-
-----			-----	-----	-----	-----	-----	-----	-----
343	RENTALS		3867	667	3200	16.6	17.2	135	3.4
	OTHER SERVICES & CHARGE								
	BANK SERV/TRF FEE	6832							
	DUES AND MEMBERSHIPS	6840							
200	REGISTRATION FEE/TUITI	6845	1000	200	800	16.6	20.0	200	20.0
	PAYMENTS-TOURING EVENT	6997							
	SPECIAL EVENTS EXPENDI	6998							
	SERVICES NOT SPECIFIED	6999	2500		2500	16.6		2,500-	100.0-
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200	OTHER SERVICES & CHA		3500	200	3300	16.6	5.7	2,300-	65.7-
-----			-----	-----	-----	-----	-----	-----	-----
13542	OTHER SERVICES & CHAR		170877	70	30664	16.6	17.9	13,107	7.6
	BUILDING/BLD IMPROVEMEN								
	BUILDING IMPROVEMENTS	7150							
	H'BURG MUSEUM	7150 01							
28046	REC.CENTER (OLD YMCA)	7150 10	28046	28046		16.6	100.0	140,230	500.0
	CULTURAL CTR	7150 14							
	JDS COMM CTR	7150 19	31200		31200	16.6		31,200-	100.0-
	SIGLER CENTER	7150 20	25000		25000	16.6		25,000-	100.0-
	CE ROY/5TH ST	7150 21	14500		14500	16.6		14,500-	100.0-
-----			-----	-----	-----	-----	-----	-----	-----
28046	BUILDING IMPROVEMEN		98746	28046	70700	16.6	28.4	69,530	70.4
-----			-----	-----	-----	-----	-----	-----	-----
28046	BUILDING/BLD IMPROVE		98746	28046	70700	16.6	28.4	69,530	70.4
	IMPROVEMENT OTHER THAN								
	OTHER IMPROVEMENTS	7295							
-----			-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH								
	MACHINERY AND EQUIPMENT								
	HOUSEHOLD FURN/EQUIP.	7320		66	66-				
	OFFICE FURN/EQUIP.	7325							
	COMMUNICATION EQUIPMEN	7355							
	OTHER EQUIPMENT	7399							
-----			-----	-----	-----	-----	-----	-----	-----
	MACHINERY AND EQUIPM			66	66-				
	VEHICLES								

	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	VEHICLES									
-----			-----	-----	-----	-----	-----	-----	-----	-----
28046	CAPITAL OUTLAY		98746	66	28046	70633	16.6	28.4	69,530	70.4
-----			-----	-----	-----	-----	-----	-----	-----	-----
87588	EXPENDITURES		984210	304	152652	831253	16.6	15.5	68,298-	6.9-

078500 - '09 WTR METER PROJ-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	TRANSFERS TO OTHER FUND							
-----	T/T WATER & SEWER B&I 9000 10	-----	-----	-----	-----	-----	-----	-----
	TRANSFERS TO OTHER F							
-----		-----	-----	-----	-----	-----	-----	-----
	TRANSFERS							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

078635 - '09 WATER METER PROJ-CIP

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
OPERATING SUPPLIES								
	ASPHALT & ASPHALT PROD 5400							
	CONCRETE, CEMENT, ETC. 5405							
	BRICK, STONE, MORTAR, ETC 5410							
	DRAINAGE PIPE & CULVER 5420							
	OTHER OPERATING MATL/S 5590							
-----		-----	-----	-----	-----	-----	-----	-----
	OPERATING SUPPLIES							
-----		-----	-----	-----	-----	-----	-----	-----
	SUPPLIES AND EXPENSES							
PROFESSIONAL SERVICES								
	ENGINEERING 6015							
	CONSULTANT SERV/SURVEY 6020							
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
BUILDING/BLD IMPROVEMEN								
	BUILDING IMPROVEMENTS 7150							
	FUTURE PROJECT 7150 18							
-----		-----	-----	-----	-----	-----	-----	-----
	BUILDING IMPROVEMEN							
-----		-----	-----	-----	-----	-----	-----	-----
	BUILDING/BLD IMPROVE							
	MACHINERY AND EQUIPMENT							
	WATER UTILITY SOFTWARE 7329							
	HYDRANTS & METERS 7365							
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	MACHINERY AND EQUIPM							
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

082285 - CDBG-ENTITLEMENTS

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	 %
SALARIES								
7923	REGULAR WAGES 4000	153000		15846	137154	16.6 10.3	57,924-	37.8-
	OVERTIME 4300							
7923	SALARIES	153000		15846	137154	16.6 10.3	57,924-	37.8-
EMPLOYEE BENEFITS								
1379	STATE RETIREMENT 4600	26625		2757	23868	16.6 10.3	10,083-	37.8-
593	F.I.C.A. TAXES 4700	11715		1186	10529	16.6 10.1	4,599-	39.2-
1740	HOSPITALIZATION INS. 4800	31200		3480	27720	16.6 11.1	10,320-	33.0-
	UNEMPLOYMENT BENEFITS 4900	500			500	16.6	500-	100.0-
	WORKMAN'S COMPENSATION 4910	3800			3800	16.6	3,800-	100.0-
3712	EMPLOYEE BENEFITS	73840		7423	66417	16.6 10.0	29,302-	39.6-
11635	PERSONAL SERVICES	226840		23270	203570	16.6 10.2	87,220-	38.4-
OFFICE SUPPLIES								
	PAPER 5003	500			500	16.6	500-	100.0-
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010	2000		225	1775	16.6 11.2	650-	32.5-
	MINOR OFFICE EQUIP/FUR 5020	700			700	16.6	700-	100.0-
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
	COMPUTER SUPPLIES 5080							
	OFFICE SUPPLIES	3200		225	2975	16.6 7.0	1,850-	57.8-
OPERATING SUPPLIES								
	FOOD 5115							
167	GAS AND OIL 5250	1200		167	1033	16.6 13.9	198-	16.5-
	LUBRICANTS 5255							
	MINOR EQUIPMENT 5460	300			300	16.6	300-	100.0-
	OTHER OPERATING MATL/S 5590	300			300	16.6	300-	100.0-
	OTHER OPER.MATLS-FULL 5591	100			100	16.6	100-	100.0-
	OTHER OPER.MATLS-EMER 5592	100			100	16.6	100-	100.0-
167	OPERATING SUPPLIES	2000		167	1833	16.6 8.3	998-	49.9-
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600							
	PAINT AND PAINTING SPL 5650							
	MTR VEHICLE REP. PTS/S 5700	3000			3000	16.6	3,000-	100.0-
	MINOR COMPUTER EQUIP. 5800							
	REPAIR & MAINTENANCE	3000			3000	16.6	3,000-	100.0-

-----	167	SUPPLIES AND EXPENSES	8200	-----	392	7808	16.6	4.7	5,848-	71.3-
-----		PROFESSIONAL SERVICES		-----						
		AUDITING AND ACCOUNTIN 6010								
		DEMO/RELATED SER 2008- 6013								
		DEMOLITION-TARGET ARE 6013 01								
		ASBESTOS REMOVAL-TARG 6013 02								
		LOT CLEARING-TARGET A 6013 03								
-----			-----	-----	-----	-----	-----	-----	-----	-----
		DEMO/RELATED SER 20								
		CONSULTANT SERV/SURVEY 6020	10000			10000	16.6		10,000-	100.0-
		OTHER PROFESSIONAL SER 6049								
		COMM.HOUSING DEV. ORG 6049 03	166202			166202	16.6		166,202-	100.0-
		DOWNTOWN LIGHTING 6049 04								
		RECORDING FEES 6049 06								
		ADP LOAN PROGRAM 6049 07								
		ENVIRONMENTAL STUDY 6049 08								
		CAPITAL IMPROVEMENT P 6049 09								
		PUB.SERV.GRANT EXPENS 6049 10								
		NEIGHBORHOOD GRANT EX 6049 11								
		ENGR-DRAINAGE CDBG 6049 12								
		DEMOLITION 1999-2007 6049 13								
		FACADE IMPR.PROGRAM 6049 14	30000			30000	16.6		30,000-	100.0-
		PLANNING 6049 15								
		HABITAT PROGRAM 6049 16								
		PRVO EXPENDITURE 6049 17								
		EATON SCHOOL 6049 18								
		HOME BUYERS' EDUCATIO 6049 19								
		EARLY WARNING ALERT P 6049 20								
		RELOCATION 6049 21								
		LEAD TESTING/ABATEMEN 6049 22								
		ASBESTOS TESTING/ABAT 6049 23								
		INTERIM ASSISTANCE 6049 24								
29		OTHER 6049 99	5000		29	4971	16.6	.5	4,826-	96.5-
-----			-----	-----	-----	-----	-----	-----	-----	-----
29		OTHER PROFESSIONAL	201202		29	201173	16.6		201,028-	99.9-
-----			-----	-----	-----	-----	-----	-----	-----	-----
29		PROFESSIONAL SERVICE	211202		29	211173	16.6		211,028-	99.9-
		COMMUNICATIONS								
61		TELEPHONE AND TELEGRAP 6060	900		122	778	16.6	13.5	168-	18.6-
-----			-----	-----	-----	-----	-----	-----	-----	-----
61		COMMUNICATIONS	900		122	778	16.6	13.5	168-	18.6-
		TRANSPORTATION								
10		TRAVEL EXPENSE 6110	3500		10	3490	16.6	.2	3,440-	98.2-
		MESSENGER/EXPRESS SERV 6130								
-----			-----	-----	-----	-----	-----	-----	-----	-----
10		TRANSPORTATION	3500		10	3490	16.6	.2	3,440-	98.2-
		ADVERTISING								
		ADVERTISING 6150	400			400	16.6		400-	100.0-
-----			-----	-----	-----	-----	-----	-----	-----	-----
		ADVERTISING	400			400	16.6		400-	100.0-

	PRINTING AND BINDING								
	REPR/MAINT-OUTSIDE LABO								
	OFFICE EQUIPMENT R&M 6365								
	MOTOR VEHICLE EQ. R&M 6384	1200			1200	16.6		1,200-	100.0-
	REPR/MAINT-OUTSIDE L	1200			1200	16.6		1,200-	100.0-
	RENTALS								
187	OFFICE EQUIPMENT RENT 6410	2700		436	2264	16.6	16.1	84-	3.1-
	OTHER RENT 6449								
187	RENTALS	2700		436	2264	16.6	16.1	84-	3.1-
	OTHER SERVICES & CHARGE								
	EXHIBITIONS & PROMOTIO 6500								
	DISABILITY AWARENESS 6500 02								
	EXHIBITIONS & PROMO								
	BANK SERV/TRF FEE 6832								
	DUES AND MEMBERSHIPS 6840	500		200	300	16.6	40.0	700	140.0
	REGISTRATION FEE/TUITI 6845	2200		400	1800	16.6	18.1	200	9.0
	SERVICES NOT SPECIFIED 6999	1000			1000	16.6		1,000-	100.0-
	OTHER SERVICES & CHA	3700		600	3100	16.6	16.2	100-	2.7-
287	OTHER SERVICES & CHAR	223602		1197	222405	16.6	.5	216,420-	96.7-
	IMPROVEMENT OTHER THAN								
	DRAINS 7215								
	FACILITIES IMPROVEMEN 7215 01	225000			225000	16.6		225,000-	100.0-
	ARLEDGE STREET 7215 06								
	E TIPTON DRAINAGE PRO 7215 16								
	HALL-ALCORN 7215 18								
	EAST CENTRAL 7215 19								
	WALNUT STREET 7215 20								
	HALL AVENUE PHASE III 7215 21								
	MOBILE/BOUIE - PHASE 7215 22								
	KATIE/J HALL - PHASE 7215 23								
	EAST CENTRAL - PHASE 7215 24								
	WALNUT STREET - PHASE 7215 25								
	OLD AIRPORT RD 7215 32								
	DIXIE PINE 7215 33								
	CELESTE PLACE 7215 34								
	OTHER DRAINAGE PROJEC 7215 99								
	DRAINS	225000			225000	16.6		225,000-	100.0-
	SEWERS 7220								
	ARRA SIDEWALKS (WOODLE 7225								
	STREETS & ROADWAYS 7230								
	TUSCAN AVENUE TO BERN 7230 35								

	OTHER STREET IMPR.	7230 99							
	STREETS & ROADWAYS								
	CDBG/HOME HOUSING	7254							
27000	CDBG FULL REHAB	7254 01	598690		27000	571690	16.6	4.5	436,690- 72.9-
	CDBG HOUSING REPR	7254 02	100000		2325	97675	16.6	2.3	86,050- 86.0-
	HOME FULL REHAB	7254 03	665943			665943	16.6		665,943- 100.0-
	HOME DOWNPAYMENT ASST	7254 04	100000			100000	16.6		100,000- 100.0-
	AFFORDABLE HOUSING	7254 05							
	HOME REVOLVING LOANS	7254 06							
	WORLD CHANGERS	7254 07							
	ADOPT A HOME	7254 08							
	RECONSTRUCTION	7254 09							
	RECONSTRUCTN/SALV.ARM	7254 10							
	BLUE ROOFS	7254 11							
	EATON SCHOOL	7254 12							
	MICROENTERPRISE PROGR	7254 13	30000			30000	16.6		30,000- 100.0-
27000	CDBG/HOME HOUSING		1494633		29325	1465308	16.6	1.9	1,318,683- 88.2-
	CDBG-ENTITLEMT ASSISTA	7285							
	HOME ENTITLEMT ASSISTA	7286							
	TENANT BASED RENTAL A	7286 01							
	HOME ENTITLEMT ASSI								
	MDA AM DREAM D/P (ADDI	7287							
	OTHER IMPROVEMENTS	7295							
27000	IMPROVEMENT OTHER TH		1719633		29325	1690308	16.6	1.7	1,543,683- 89.7-
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327							
	MACHINERY AND EQUIPM								
	VEHICLES								
	AUTOMOBILES	7400							
	PICK UP TRUCKS	7420							
	VEHICLES								
27000	CAPITAL OUTLAY		1719633		29325	1690308	16.6	1.7	1,543,683- 89.7-
39089	EXPENDITURES		2178275		54183	2124092	16.6	2.4	1,853,177- 85.0-

082500 - CDBG-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT	PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN ACTUAL	OVER/UNDER	%
	TRANSFERS TO OTHER FUND								
	T/T GENERAL FUND	9000 01							
	T/T W & S CONSTRUCTION	9000 75							
-----			-----	-----	-----	-----	-----	-----	-----
	TRANSFERS TO OTHER F								
-----			-----	-----	-----	-----	-----	-----	-----
	TRANSFERS								

086300 - SPEC SALES TAX/RECREATION MAIN

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER IMPROVEMENTS 7295							
2250	THAMES ELEMENTARY GYM 7295 01	44890	1,706	24139	19045	16.6 53.7	99,944	222.6
	EAST 8TH STREET 7295 02	65315	65,315			16.6	65,315-	100.0-
	9TH STREET PARK 7295 03	90000			90000	16.6	90,000-	100.0-
	SULLIVAN PAK SPLASH P 7295 04	190000			190000	16.6	190,000-	100.0-
	EAST SIDE PARK 7295 05	80000			80000	16.6	80,000-	100.0-
9203	H'BRG AMERICAN ARTS C 7295 06	250000	3,967	9203	236830	16.6 3.6	194,782-	77.9-
	TATUM TENNIS RENOVATI 7295 07	100000			100000	16.6	100,000-	100.0-
	DAHMER PARK 7295 18							
	DUNCAN LAKE TRAIL EXT 7295 42	190000			190000	16.6	190,000-	100.0-
	MISC. OTHER IMPROVEME 7295 99	827989			827989	16.6	827,989-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
11453	OTHER IMPROVEMENTS	1838194	70,988	33342	1733864	16.6 1.8	1,638,142-	89.1-
-----		-----	-----	-----	-----	-----	-----	-----
11453	CAPITAL OUTLAY	1838194	70,988	33342	1733864	16.6 1.8	1,638,142-	89.1-
-----		-----	-----	-----	-----	-----	-----	-----
11453	EXPENDITURES	1838194	70,988	33342	1733864	16.6 1.8	1,638,142-	89.1-

086500 - SPEC SALES TAX-P&R/UNIV IMPROV

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT	PROJECTED....	
ACTUAL	OBJ/SUB		BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN ACTUAL	OVER/UNDER	%
		TRANSFERS TO OTHER FUND							
		T/T GENERAL FUND 9000 01							
		T/T CITY B & I 9000 13							
-----			-----	-----	-----	-----	-----	-----	-----
		TRANSFERS TO OTHER F							
-----			-----	-----	-----	-----	-----	-----	-----
		TRANSFERS							
-----			-----	-----	-----	-----	-----	-----	-----
		EXPENDITURES							

086602 - SPEC SALES TAX P&R/UNIV IMPROV

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	LEGAL 6025							
-----		-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE							
109153	OTHER PROFESSIONAL SERV							
	UNIVERSITY OF SOUTHERN 6049 01	1499000		228216	1270784	16.6 15.2	129,704-	8.6-
-----		-----	-----	-----	-----	-----	-----	-----
109153	OTHER PROFESSIONAL S	1499000		228216	1270784	16.6 15.2	129,704-	8.6-
	PRINTING AND BINDING							
	PRINTING 6200							
-----		-----	-----	-----	-----	-----	-----	-----
	PRINTING AND BINDING							
	OTHER SERVICES & CHARGE							
	CONTRIBUTIONS 6820							
	USM/CAMPUS IMPROVEMEN 6820 37							
-----		-----	-----	-----	-----	-----	-----	-----
	CONTRIBUTIONS							
	BANK SERV/TRF FEE 6832							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
109153	OTHER SERVICES & CHAR	1499000		228216	1270784	16.6 15.2	129,704-	8.6-
-----		-----	-----	-----	-----	-----	-----	-----
109153	EXPENDITURES	1499000		228216	1270784	16.6 15.2	129,704-	8.6-

087500 - INDUSTRIAL PK-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	TRANSFERS TO OTHER FUND							
	T/T GENERAL FUND 9000 01							
	T/T CITY B & I 9000 13							
	T/T CITY B&I (KOHLE) 9000 13K							
	T/T CITY B&I (SUNBEAM) 9000 13S							
	T/T MUN.ROAD & BRIDGE 9000 72							
	T/T W & S CONSTRUCTION 9000 75							
-----		-----	-----	-----	-----	-----	-----	-----
	TRANSFERS TO OTHER F							
-----		-----	-----	-----	-----	-----	-----	-----
	TRANSFERS							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS

2 Months Ending 11/30/19

ANNUAL	OPEN PO	YTD
BUDGET	& CONTRACTS	ACTUAL

REMAINING	PERCENT	PROJECTED....	
BALANCE	PLAN ACTUAL	OVER/UNDER	%

THIS MONTH
ACTUAL

OBJ/SUB

OFFICE SUPPLIES	
MISCELLANEOUS	5001
OTHER EXPENDABLE OFF.S	5010

OFFICE SUPPLIES	
OPERATING SUPPLIES	
ASPHALT & ASPHALT PROD	5400
MINOR EQUIPMENT	5460
OTHER OPERATING MATL/S	5590

OPERATING SUPPLIES

SUPPLIES AND EXPENSES

PROFESSIONAL SERVICES		
ADMINISTRATIVE FEE	6005	
AUDITING AND ACCOUNTIN	6010	
ARCHITECTURAL	6012	
ENGINEERING/ENVIRONMEN	6015	
SITE PREPARATION	6016	
APPRAISAL	6017	
CONSULTANT SERV/SURVEY	6020	
AREA DEV.PARTNERSHIP	6020	01
OTHER	6020	03
IND.PK.MASTER PLAN	6020	04

117500

117500

117500-

705,000

117500

117500

117500-

705,000

CONSULTANT SERV/SUR	
LEGAL	6025
OTHER PROFESSIONAL SER	6049

117500

117500

117500-

705,000

PROFESSIONAL SERVICE	
COMMUNICATIONS	
TELEPHONE AND TELEGRAP	6060
POSTAGE	6070

COMMUNICATIONS	
TRANSPORTATION	
TRAVEL EXPENSE	6110
MESSENGER/EXPRESS SERV	6130

TRANSPORTATION	
ADVERTISING	
ADVERTISING	6150

	ADVERTISING							
	PRINTING AND BINDING							
-----	PRINTING	6200	-----	-----	-----	-----	-----	-----
	PRINTING AND BINDING							
	INSURANCE							
	FIRE & EXTENDED COVERA	6250						
	PUBLIC LIAB/PROPERTY D	6255						
-----	OTHER INSURANCE	6299	-----	-----	-----	-----	-----	-----
	INSURANCE							
	UTILITIES							
	GAS	6300						
	ELECTRICITY	6305						
-----	WATER	6315	-----	-----	-----	-----	-----	-----
	UTILITIES							
	REPR/MAINT-OUTSIDE LABO							
	BUILDING R&M	6350						
	SIGN PAINTING	6396						
	OTHER REPAIRS AND MAIN	6399						
	LANDSCAPE MAINTENANCE	6399 01						
-----	RAIL SPURS MAINTENANCE	6399 02	-----	-----	-----	-----	-----	-----
	REPR/MAINT-OUTSIDE L							
	RENTALS							
-----	LAND RENT	6400	-----	-----	-----	-----	-----	-----
	RENTALS							
	OTHER SERVICES & CHARGE							
	CONTRIBUTIONS	6820						
-----	FORREST CTY. REPAYMEN	6820 90	-----	-----	-----	-----	-----	-----
	CONTRIBUTIONS							
	PROPERTY TAXES	6995						
-----	SERVICES NOT SPECIFIED	6999	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----	OTHER SERVICES & CHAR		-----	-----	-----	-----	-----	-----
117500				117500	117500-		705,000	
	LAND							
	LAND	7000						
-----	LEASEHOLDS	7020	-----	-----	-----	-----	-----	-----
	LAND							
	BUILDING/BLD IMPROVEMEN							
	BUILDINGS	7100						
-----	TECHNOLOGY BLDG.	7100 11	-----	-----	-----	-----	-----	-----
	BUILDINGS							
-----			-----	-----	-----	-----	-----	-----

BUILDING/BLD IMPROVE
 IMPROVEMENT OTHER THAN
 STREETS & ROADWAYS 7230
 OTHER IMPROVEMENTS 7295
 RAIL SPUR IMPROVEMENT 7295 09
 OWENS-ILLINOIS PROJEC 7295 35
 USA YEAST RAIL SPUR 7295 36
 KOHLER EXPANSION 7295 37

OTHER IMPROVEMENTS

IMPROVEMENT OTHER TH

CAPITAL OUTLAY

BONDS REDEEMED
 IND/ECON DEV ISSUES 8020

BONDS REDEEMED
 NOTE PRINCIPAL
 IND. PARK NOTE 8210

NOTE PRINCIPAL
 INTEREST ON NOTES
 OTHER NOTES 8335

INTEREST ON NOTES

DEBT SERVICE

117500

EXPENDITURES

117500

117500-

705,000

087630 - INDUSTRIAL PK-KOHLER PROJECT

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	ENGINEERING 6015							
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
	LAND							
	LAND 7000							
	SITE PREPARATION 7040							
	SITE IMPROVEMENT 7045							
-----		-----	-----	-----	-----	-----	-----	-----
	LAND							
	BUILDING/BLD IMPROVEMEN							
	BUILDINGS 7100							
	KOHLER BLDG. EXPANSIO 7100 21							
-----		-----	-----	-----	-----	-----	-----	-----
	BUILDINGS							
-----		-----	-----	-----	-----	-----	-----	-----
	BUILDING/BLD IMPROVE							
	IMPROVEMENT OTHER THAN							
	STREETS & ROADWAYS 7230							
	OTHER IMPROVEMENTS 7295							
-----		-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH							
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

088602 - PUBLIC SAFETY/REC CONSTRUCTION

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	DEMOLITION 6013							
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE							
	PRINTING AND BINDING							
	PRINTING 6200							
-----		-----	-----	-----	-----	-----	-----	-----
	PRINTING AND BINDING							
	OTHER SERVICES & CHARGE							
	BANK SERV/TRF FEE 6832							
	SERVICES NOT SPECIFIED 6999							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

088603 - PUBLIC SAFETY/REC CONSTRUCTION

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	BUILDING/BLD IMPROVEMEN							
	BUILDINGS 7100							
	PUBLIC SAFETY BLDG RE 7100 12							
	RECREATION ADMIN BLDG 7100 14							
	MUNICIPAL COURT BLDG 7100 15							
	FIRE ADMINISTRATION 7100 21							
1661597	POLICE DEPARTMENT 7100 22	27042322	49,990	2160305	24832027	16.6 7.9	14,080,492-	52.0-
-----		-----	-----	-----	-----	-----	-----	-----
1661597	BUILDINGS	27042322	49,990	2160305	24832027	16.6 7.9	14,080,492-	52.0-
-----		-----	-----	-----	-----	-----	-----	-----
1661597	BUILDING/BLD IMPROVE	27042322	49,990	2160305	24832027	16.6 7.9	14,080,492-	52.0-
	IMPROVEMENT OTHER THAN							
	OTHER IMPROVEMENTS 7295							
	HALL AVENUE OVERPASS 7295 01							
	SOUTHERN POINTE/TIF P 7295 31							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER IMPROVEMENTS							
-----		-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH							
-----		-----	-----	-----	-----	-----	-----	-----
1661597	CAPITAL OUTLAY	27042322	49,990	2160305	24832027	16.6 7.9	14,080,492-	52.0-
-----		-----	-----	-----	-----	-----	-----	-----
1661597	EXPENDITURES	27042322	49,990	2160305	24832027	16.6 7.9	14,080,492-	52.0-

090500 - 2008 D/T LIGHTING-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
TRANSFERS TO OTHER FUND								
	T/T SPECIAL STREET 9000 08							
	T/T B&I CITY 9000 13							
	T/T 2003 TIF B&I-CHAUV 9000 22							
	T/T 2008 TIF B&I-LINCO 9000 24							
-----		-----	-----	-----	-----	-----	-----	-----
	TRANSFERS TO OTHER F							
-----		-----	-----	-----	-----	-----	-----	-----
	TRANSFERS							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

090602 - 2008 D/T LIGHTING-ISSUE EXP

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE							
	OTHER SERVICES & CHARGE							
	SERVICES NOT SPECIFIED 6999							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

090603 - 2008 D/T LIGHTING-PROJECT

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	IMPROVEMENT OTHER THAN							
	OTHER IMPROVEMENTS 7295							
	CHAUVET SQUARE/TIF PR 7295 33							
	LINCOLN CENTER/TIF PR 7295 38							
	D/T LIGHTING/GO NOTE 7295 51							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER IMPROVEMENTS							
-----		-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH							
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

091500 - TIF CONST-TRANSFERS

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	TRANSFERS TO OTHER FUND							
	T/T GENERAL FUND 9000 01							
	T/T SO. POINTE TIF B & 9000 20							
	T/T 2007 TIF B&I-T/C 9000 23							
	T/T KOHLS TIF B&I 9000 25							
	T/T WHISPERING PINES T 9000 26							
	T/T RIDGE AT TURTLE CR 9000 50							
	T/T MIDTOWN MARKET 9000 51							
146433	T/T ELAM ARMS TIF B & 9000 52	146433		146433		16.6 100.0	732,165	500.0
-----		-----	-----	-----	-----	-----	-----	-----
146433	TRANSFERS TO OTHER F	146433		146433		16.6 100.0	732,165	500.0
-----		-----	-----	-----	-----	-----	-----	-----
146433	TRANSFERS	146433		146433		16.6 100.0	732,165	500.0
-----		-----	-----	-----	-----	-----	-----	-----
146433	EXPENDITURES	146433		146433		16.6 100.0	732,165	500.0

091602 - TIF CONST-ISSUE EXP

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
PROFESSIONAL SERVICES								
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
	PROF SERVICES-RIDGE AT 6049 01							
	PROF SERVICES-MIDTOWN 6049 02							
	PROF SERVICES-WHISPERI 6049 03							
	PROF SERVICES-HBURG CL 6049 04							
	PROF SERVICES-'19 TURT 6049 05							
248075	PROF SERVICES-19 ELAM 6049 06	248075		248075		16.6 100.0	1,240,375	500.0
-----		-----	-----	-----	-----	-----	-----	-----
248075	PROFESSIONAL SERVICE	248075		248075		16.6 100.0	1,240,375	500.0
	PRINTING AND BINDING							
	PRINTING 6200							
-----		-----	-----	-----	-----	-----	-----	-----
	PRINTING AND BINDING							
	OTHER SERVICES & CHARGE							
	SERVICES NOT SPECIFIED 6999							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
248075	OTHER SERVICES & CHAR	248075		248075		16.6 100.0	1,240,375	500.0
-----		-----	-----	-----	-----	-----	-----	-----
248075	EXPENDITURES	248075		248075		16.6 100.0	1,240,375	500.0

091603 - TIF CONST-STREETS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	IMPROVEMENT OTHER THAN							
	OTHER IMPROVEMENTS 7295							
2820492	'19 ELAM ARMS TIF 7295 01	2820492		2820492		16.6 100.0	14,102,460	500.0
	'14 SO. POINTE TIF PR 7295 31							
	'16 HBURG CLINIC TIF 7295 32							
	'11 KHOLS/TIF PROJ 7295 33							
	'07 TURTLE CREEK/TIF 7295 34							
	'15 RIDGE/TURTLE CREE 7295 35							
	'15 MIDTOWN MARKET TI 7295 36							
	'16 WHISPERING PINES 7295 37							
	'19 TURTLE CREEK/TIF 7295 38							
	'11 TURTLE CREEK/TIF 7295 39							
-----		-----	-----	-----	-----	-----	-----	-----
2820492	OTHER IMPROVEMENTS	2820492		2820492		16.6 100.0	14,102,460	500.0
-----		-----	-----	-----	-----	-----	-----	-----
2820492	IMPROVEMENT OTHER TH	2820492		2820492		16.6 100.0	14,102,460	500.0
-----		-----	-----	-----	-----	-----	-----	-----
2820492	CAPITAL OUTLAY	2820492		2820492		16.6 100.0	14,102,460	500.0
-----		-----	-----	-----	-----	-----	-----	-----
2820492	EXPENDITURES	2820492		2820492		16.6 100.0	14,102,460	500.0

093500 - '16 W&S SYSTEMS PROJ-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT	PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN ACTUAL	OVER/UNDER	%
	TRANSFERS TO OTHER FUND								
	T/T WATER & SEWER B&I 9000 10								
	T/T 2013 W&S BOND CONS 9000 105								
-----			-----	-----	-----	-----	-----	-----	-----
	TRANSFERS TO OTHER F								
-----			-----	-----	-----	-----	-----	-----	-----
	TRANSFERS								
-----			-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES								

093602 - 2016 W&S SYSTEMS PROJ-ISSUE EX

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE							
	OTHER SERVICES & CHARGE							
	SERVICES NOT SPECIFIED 6999							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

093695 - 2016 W&S SYSTEMS PROJ-CONSTRUC

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
OPERATING SUPPLIES								
-----	ASPHALT & ASPHALT PROD 5400	-----	-----	-----	-----	-----	-----	-----
-----	OPERATING SUPPLIES	-----	-----	-----	-----	-----	-----	-----
SUPPLIES AND EXPENSES								
PROFESSIONAL SERVICES								
-----	ENGINEERING 6015	300000		315	299685	16.6 .1	298,110-	99.3-
	LEGAL 6025							
-----	OTHER PROFESSIONAL SER 6049	-----	-----	-----	-----	-----	-----	-----
-----	PROFESSIONAL SERVICE REPR/MAINT-OUTSIDE LABO STREETS & STRUCTURES R 6360	300000		315	299685	16.6 .1	298,110-	99.3-
-----	REPR/MAINT-OUTSIDE L OTHER SERVICES & CHARGE SERVICES NOT SPECIFIED 6999	-----	-----	-----	-----	-----	-----	-----
-----	OTHER SERVICES & CHA	-----	-----	-----	-----	-----	-----	-----
-----	OTHER SERVICES & CHAR	300000		315	299685	16.6 .1	298,110-	99.3-
IMPROVEMENT OTHER THAN								
	S. LAGOON BRIDGE REPL 7210 05	2900			2900	16.6	2,900-	100.0-
	SEWERS 7220							
	SEWER PHASE III 7220 01							
	S.LAGOON SLUDGE REMOV 7220 27							
	SEWER PHASE I 7220 49							
	SEWER PHASE II 7220 50							
	SEWER PHASE IV 7220 51							
	SEWER PHASE V 7220 54	752		1623	871-	16.6 215.8	8,986	194.9
	LAKE FORGETFUL RD 7220 62							
	30TH & CHEVY CHASE 7220 63							
	LAMAR BOULEVARD 7220 64							
40760	SEWER TUSCAN AVE 7220 68	497603		45127	452476	16.6 9.0	226,841-	45.5-
	CAMP STREET SEWER 7220 69	550000	287,374		262626	16.6	550,000-	100.0-
193285	SEWER PHASE VIII 7220 70	916657		367464	549193	16.6 40.0	1,288,127	140.5
6433	SEWER PHASE IX 7220 71	643432		28745	614687	16.6 4.4	470,962-	73.1-
8743	SEWER PHASE X 7220 72	446718		389061	57657	16.6 87.0	1,887,648	422.5
	SEWER PHASE XI 7220 73	1500000			1500000	16.6	1,500,000-	100.0-
57082	SEWER PHASE XII 7220 74	803161		225922	577239	16.6 28.1	552,371	68.7
301470	CIPP SEWER VARIOUS LO 7220 75	3278951		344310	2934641	16.6 10.5	1,213,091-	36.9-

CCTV SEWER INSPECTION 7220 96
LAGOON DREDGING LOAN 7220 97

-----	607773	SEWERS	8637274	287,374	1402251	6947649	16.6	16.2	223,768-	2.5-
		WATER SYSTEMS 7245								
		JAMES ST WTR WELL #3 7245 02								
		HWY 98 BOOSTER STATIO 7245 03								
		HWY 98 ELEVATED WTR T 7245 04								
		WATER PHASE II 7245 05								
		WATER PHASE III 7245 06								
		VETERANS BLVD WTR CON 7245 08								
		WESLEY WELL #2 7245 09								
	144948	N 39TH & 40TH IMPROVE 7245 12	349251		161370	187881	16.6	46.2	618,969	177.2
	70903	KATIE & ARLEDGE INFRA 7245 13	535738	73,186	180815	281737	16.6	33.7	549,152	102.5
		COUNTRY CLUB WTR II 7245 18								
		TATUM-BONHOMIE WTR LI 7245 23								
		HWY 98 FIRE LINES 7245 28								
		WATER PHASE I 7245 50								
		WATER PHASE II 7245 51	232455			232455	16.6		232,455-	100.0-
		WATER PHASE III 7245 52								
		WATER PHASE IV 7245 53								
		WATER PHASE V 7245 62	55967			55967	16.6		55,967-	100.0-
		2018 WATER IMPROVEMEN 7245 63			7843	7843-			47,058	
-----	215850	WATER SYSTEMS	1173411	73,186	350027	750198	16.6	29.8	926,751	78.9
		OTHER IMPROVEMENTS 7295								
		WATER PLANT #1 REHAB 7295 70								
		WASTEWATER TREATMENT 7295 98								
		MISC.OTHER IMPROVEMEN 7295 99	1637488			1637488	16.6		1,637,488-	100.0-
-----		OTHER IMPROVEMENTS	1637488			1637488	16.6		1,637,488-	100.0-
-----	823623	IMPROVEMENT OTHER TH	11451073	360,560	1752278	9338235	16.6	15.3	937,405-	8.1-
-----	823623	CAPITAL OUTLAY	11451073	360,560	1752278	9338235	16.6	15.3	937,405-	8.1-
-----	823623	EXPENDITURES	11751073	360,560	1752593	9637920	16.6	14.9	1,235,515-	10.5-

094500 - '12 W&S BOND CONST-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER %
<u>TRANSFERS TO OTHER FUND</u>							
	T/T WATER & SEWER B&I 9000 10	73			73	16.6	73- 100.0-
	T/T 2013 W&S BOND CONS 9000 105						
-----		-----	-----	-----	-----	-----	-----
	TRANSFERS TO OTHER F	73			73	16.6	73- 100.0-
-----		-----	-----	-----	-----	-----	-----
	TRANSFERS	73			73	16.6	73- 100.0-
-----		-----	-----	-----	-----	-----	-----
	EXPENDITURES	73			73	16.6	73- 100.0-

094602 - 2012 W&S CONST-ISSUE EXP

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE							
	OTHER SERVICES & CHARGE							
	SERVICES NOT SPECIFIED 6999							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

CITY OF HATTIESBURG
EXPENDITURE REPORT

2 Months Ending 11/30/19

THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT	PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN ACTUAL	OVER/UNDER	%
	OPERATING SUPPLIES								
	ASPHALT & ASPHALT PROD	5400							
-----			-----	-----	-----	-----	-----	-----	-----
	OPERATING SUPPLIES								
-----			-----	-----	-----	-----	-----	-----	-----
	SUPPLIES AND EXPENSES								
	PROFESSIONAL SERVICES								
	ENGINEERING	6015							
	LEGAL	6025							
	OTHER PROFESSIONAL SER	6049							
-----			-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE								
	REPR/MAINT-OUTSIDE LABO								
	STREETS & STRUCTURES R	6360							
-----			-----	-----	-----	-----	-----	-----	-----
	REPR/MAINT-OUTSIDE L								
	OTHER SERVICES & CHARGE								
	SERVICES NOT SPECIFIED	6999							
-----			-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA								
-----			-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR								
	IMPROVEMENT OTHER THAN								
	SEWERS	7220							
	SEWER PHASE III	7220 01							
	S.LAGOON SLUDGE REMOV	7220 27							
	SEWER PHASE I	7220 49							
	SEWER PHASE II	7220 50							
	SEWER PHASE IV	7220 51							
	CCTV SEWER INSPECTION	7220 96							
	LAGOON DREDGING LOAN	7220 97							
-----			-----	-----	-----	-----	-----	-----	-----
	SEWERS								
	WATER SYSTEMS	7245							
	JAMES ST WTR WELL #3	7245 02							
	HWY 98 BOOSTER STATIO	7245 03							
	HWY 98 ELEVATED WTR T	7245 04							
	WATER PHASE II	7245 05							
	WATER PHASE III	7245 06							
	VETERANS BLVD WTR CON	7245 08							
	WESLEY WELL #2	7245 09							
	COUNTRY CLUB WTR II	7245 18							

TATUM-BONHOMIE WTR LI 7245 23
HWY 98 FIRE LINES 7245 28
WATER PHASE I 7245 50

WATER SYSTEMS
OTHER IMPROVEMENTS 7295
MISC.OTHER IMPROVEMEN 7295 99

OTHER IMPROVEMENTS

IMPROVEMENT OTHER TH

CAPITAL OUTLAY

EXPENDITURES

095635 - 2019 FIRE STATION CONSTRUCTION

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
BUILDING/BLD IMPROVEMEN								
BUILDINGS 7100								
COMMUNITY CENTER 7100 07								
BUILDINGS								
BUILDING IMPROVEMENTS 7150								
FIRE STATION #2 7150 02								
POLICE COMPLEX (FLOOR 7150 07								
FIRE STATION #9 7150 09 4100000 4100000 16.6 4,100,000- 100.0-								
BURGER CTR/6TH ST(CEI 7150 12								
CULTURAL CTR (A/C UNI 7150 14								
JDS COM CTR(CEILING/F 7150 19								
CITY HALL-WTRPROOF WA 7150 20								
CE ROY/5TH ST (ROOF) 7150 21								
PUBLIC SER/ENGR (A/C) 7150 25								
PUBLIC WORKS SHOP BLD 7150 26								
FRONT STREET BLDG 7150 27								
EUREKA SCHOOL RENOVAT 7150 38								
BUILDING IMPROVEMEN 4100000 4100000 16.6 4,100,000- 100.0-								
BUILDING/BLD IMPROVE 4100000 4100000 16.6 4,100,000- 100.0-								
IMPROVEMENT OTHER THAN								
LIGHTING IMPR-BALLFIEL 7241								
POOLS 7252								
REC CENTER POOL 7252 02								
POOLS								
RECREATION IMPROVEMENT 7256								
TATUM PARK 7256 01								
JAYCEE BALLPARK 7256 06								
KAMPER/DAHMER-TENNIS/ 7256 08								
OSCEOLA MCCRTY PK-WLK 7256 12								
DUNCAN LAKE 7256 13								
RECREATION IMPROVEM								
IMPROVEMENT OTHER TH								
MACHINERY & EQUIPMENT								
HOUSEHOLD FURN/EQUIP 7320								
MACHINERY & EQUIPMEN								
VEHICLES								
AUTOMOBILES 7400								

PICK UP TRUCKS 7420
FIRE TRUCKS 7440

-----	VEHICLES	-----	-----	-----	-----	-----	-----	-----
-----	CAPITAL OUTLAY	-----	-----	-----	-----	-----	-----	-----
-----	EXPENDITURES	-----	-----	-----	-----	-----	-----	-----
		4100000			4100000	16.6	4,100,000-	100.0-
		4100000			4100000	16.6	4,100,000-	100.0-

095641 - 2001 BOND CONSTR-ZOO IMPR

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	BUILDING/BLD IMPROVEMEN							
	BUILDINGS 7100							
	REHAB. EXISTING BLDGS 7100 12							
-----		-----	-----	-----	-----	-----	-----	-----
	BUILDINGS							
-----		-----	-----	-----	-----	-----	-----	-----
	BUILDING/BLD IMPROVE							
	IMPROVEMENT OTHER THAN							
	OTHER IMPROVEMENTS 7295							
	ASIAN EXHIBIT 7295 11							
	MS HABITAT EXHIBIT 7295 12							
	LION EXHIBIT 7295 14							
	SOUTH AMERICAN EXHIBI 7295 25							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER IMPROVEMENTS							
-----		-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH							
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

CITY OF HATTIESBURG
EXPENDITURE REPORT

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	 %
IMPROVEMENT OTHER THAN								
STREETS & ROADWAYS		7230						
4TH ST WIDENING-MDOT		7230 09						
CHAIN PARK PROJ-MDOT		7230 76						
CHAIN PARK-MDOT ARRA		7230 77						
CHAIN PARK-HUD		7230 78						
STREETS & ROADWAYS								
IMPROVEMENT OTHER TH								
CAPITAL OUTLAY								
EXPENDITURES								

CITY OF HATTIESBURG
EXPENDITURE REPORT

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	 %
BUILDING/BLD IMPROVEMEN								
BUILDING IMPROVEMENTS	7150							
DEPOT PROJECT-GRANT R	7150 15							
DEPOT PROJ NON-GRANT	7150 31							
DEPOT PROJ-MDB	7150 35							
BUILDING IMPROVEMEN								
BUILDING/BLD IMPROVE								
CAPITAL OUTLAY								
EXPENDITURES								

CITY OF HATTIESBURG
EXPENDITURE REPORT

2 Months Ending 11/30/19

REMAINING	PERCENT	 PROJECTED	
BALANCE	PLAN ACTUAL	OVER/UNDER	%

TRANSFERS TO OTHER FUND	
T/T B&I CITY	9000 13

TRANSFERS

EXPENDITURES

096695 - MDB CAPITAL PROJ-CAPITAL PROJ

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	CONSULTANT SERV/SURVEY 6020							
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
	BUILDING/BLD IMPROVEMEN							
	BUILDINGS 7100							
	POLICE COMPLEX RENOVA 7150 07							
-----		-----	-----	-----	-----	-----	-----	-----
	BUILDINGS							
-----		-----	-----	-----	-----	-----	-----	-----
	BUILDING/BLD IMPROVE							
	IMPROVEMENT OTHER THAN							
	DRAINS 7215							
	DRAINAGE (CORPS OF ENG 7215 31							
-----		-----	-----	-----	-----	-----	-----	-----
	DRAINS							
	SEWERS 7220							
	EARLY ACTION #1 EPA C 7220 56							
	EARLY ACTION #2 EPA C 7220 57							
	EARLY ACTION #3 EPA C 7220 58							
	30TH AVE/CHEVY CHASE 7220 59							
	LAMAR BOULEVARD SEWER 7220 60							
	GRAVITY MAIN/MANHOLE 7220 61							
	PROGRAMMED SEWER PROJ 7220 99							
-----		-----	-----	-----	-----	-----	-----	-----
	SEWERS							
	WATER SYSTEMS 7245							
	ASBESTOS CEMENT WTR L 7245 55							
	WTR MAIN CON/WESTOVER 7245 56							
	WTR MAIN CON/LINCOLN/ 7245 57							
	UNDERSIZED LINES-EARL 7245 58							
	UPGRADES/WATER PLANT 7245 59							
	WATER WELL/WESLEY TAN 7245 60							
	PROGRAMMED WATER PROJ 7245 99							
-----		-----	-----	-----	-----	-----	-----	-----
	WATER SYSTEMS							
-----		-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH							
	MACHINERY AND EQUIPMENT							
	DATA PROCESSING EQUIP. 7327							

-----		-----	-----	-----	-----	-----	-----	-----
	MACHINERY AND EQUIPM							
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

098341 - K.P.ZOO CAPITAL-KPZ

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
OPERATING SUPPLIES								
-----	OTHER OPERATING MATL/S 5590	-----	-----	-----	-----	-----	-----	-----
-----	OPERATING SUPPLIES	-----	-----	-----	-----	-----	-----	-----
-----	SUPPLIES AND EXPENSES	-----	-----	-----	-----	-----	-----	-----
OTHER SERVICES & CHARGE								
-----	SERVICES NOT SPECIFIED 6999	-----	-----	-----	-----	-----	-----	-----
-----	OTHER SERVICES & CHA	-----	-----	-----	-----	-----	-----	-----
-----	OTHER SERVICES & CHAR	-----	-----	-----	-----	-----	-----	-----
IMPROVEMENT OTHER THAN								
OTHER IMPROVEMENTS 7295								
-----	ADAMS PLACE 7295 04	-----	-----	-----	-----	-----	-----	-----
-----	QUARANTINE BLDG PROJE 7295 08	-----	-----	-----	-----	-----	-----	-----
-----	TIGER/LION EXHIBIT 7295 14	-----	-----	-----	-----	-----	-----	-----
-----	ZEBRA EXHIBIT 7295 17	-----	-----	-----	-----	-----	-----	-----
-----	SMALL ANIMAL EXHIBITS 7295 23	-----	-----	-----	-----	-----	-----	-----
-----	AFRICAN EXHIBIT 7295 25	-----	-----	-----	-----	-----	-----	-----
-----	MISC.OTHER IMPROVEMEN 7295 99	2260	-----	-----	2260	16.6	2,260-	100.0-
-----	OTHER IMPROVEMENTS	2260	-----	-----	2260	16.6	2,260-	100.0-
-----	IMPROVEMENT OTHER TH	2260	-----	-----	2260	16.6	2,260-	100.0-
MACHINERY AND EQUIPMENT								
-----	OTHER EQUIPMENT 7399	-----	-----	-----	-----	-----	-----	-----
MACHINERY AND EQUIPM								
OTHER								
-----	ZOOLOGICAL ANIMALS 7505	-----	-----	-----	-----	-----	-----	-----
-----	OTHER	-----	-----	-----	-----	-----	-----	-----
-----	CAPITAL OUTLAY	2260	-----	-----	2260	16.6	2,260-	100.0-
-----	EXPENDITURES	2260	-----	-----	2260	16.6	2,260-	100.0-

098553 - K.P.ZOO CAPITAL-CEMETERY

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	IMPROVEMENT OTHER THAN							
	LANDSCAPING 7250							
	OTHER IMPROVEMENTS 7295							
	CEMETERY PROJ.IMPR. 7295 30							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER IMPROVEMENTS							
-----		-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH							
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

CITY OF HATTIESBURG
EXPENDITURE REPORT

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	 %
TRANSFERS TO OTHER FUND								
	T/T W&S OPERATION & MA 9000 10							
-----		-----	-----	-----	-----	-----	-----	-----
	TRANSFERS TO OTHER F							
-----		-----	-----	-----	-----	-----	-----	-----
	TRANSFERS							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

099602 - 2010 W & S GO BOND-ISSUE EXP.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE							
	PRINTING AND BINDING							
	PRINTING 6200							
-----		-----	-----	-----	-----	-----	-----	-----
	PRINTING AND BINDING							
	OTHER SERVICES & CHARGE							
	SERVICES NOT SPECIFIED 6999							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

CITY OF HATTIESBURG
EXPENDITURE REPORT

2 Months Ending 11/30/19

.....PROJECTED.....
OVER/UNDER %

EXPENDITURES

099606 - 2010 W & S GO BOND-DRAINAGE

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	IMPROVEMENT OTHER THAN							
	DRAINS 7215							
	ASHFORD-EASTSIDE TO M 7215 03							
	E.HARDY/WILLIAMS 7215 05							
	EDWARD ST.@RAILROAD 7215 11							
-----		-----	-----	-----	-----	-----	-----	-----
	DRAINS							
-----		-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH							
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

099630 - 2010 W & S GO BOND-SEWERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	IMPROVEMENT OTHER THAN							
	SEWERS	7220						
	FRANKLIN STREET	7220 12						
	ARLEDGE-MANNING TO CT	7220 22						
	COLUMBIA-PROV.TO RAWL	7220 23						
	ASHFORD-C.CLUB TO MLK	7220 24						
	PROVIDENCE-COLUMBIA T	7220 25						
	N.LAGOON EXPANSION	7220 26						
	S.LAGOON DISINFECTION	7220 27						
	IND.PARK SEWER LINES	7220 28						
-----		-----	-----	-----	-----	-----	-----	-----
	SEWERS							
-----		-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH							
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

CITY OF HATTIESBURG
EXPENDITURE REPORT

2 Months Ending 11/30/19

REMAINING	PERCENT	PROJECTED....	
BALANCE	PLAN ACTUAL	OVER/UNDER	%

565- 100.0-

565- 100.0-

565- 100.0-

565- 100.0-

105602 - 2013 W&S CONST-ISSUE EXP

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE							
	OTHER SERVICES & CHARGE							
	BOND DISCOUNT 6600							
	BOND INSURANCE 6605							
	SERVICES NOT SPECIFIED 6999							
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	OTHER SERVICES & CHA							
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	OTHER SERVICES & CHAR							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

105695 - 2013 W&S CONSTR.-CAPITAL PRO

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OPERATING SUPPLIES							
	ASPHALT & ASPHALT PROD 5400							
-----		-----	-----	-----	-----	-----	-----	-----
	OPERATING SUPPLIES							
-----		-----	-----	-----	-----	-----	-----	-----
	SUPPLIES AND EXPENSES							
	PROFESSIONAL SERVICES							
	ENGINEERING 6015							
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE							
	REPR/MAINT-OUTSIDE LABO							
	STREETS & STRUCTURES R 6360							
-----		-----	-----	-----	-----	-----	-----	-----
	REPR/MAINT-OUTSIDE L							
	OTHER SERVICES & CHARGE							
	SERVICES NOT SPECIFIED 6999							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
	IMPROVEMENT OTHER THAN							
	SEWERS 7220							
	SEWER PHASE III 7220 01							
	18 INCH TRUNK LINES 7220 17							
	PROVIDENCE ST 7220 25							
	S1-N.LAGOON EXPANSION 7220 26							
	S2-W 592 SWR W OF RAI 7220 38							
	S3-E 592 SWR E OF RAI 7220 39							
	S4-W BOND SWR W OF RA 7220 40							
	S5-E BOND SWR E OF RA 7220 41							
	S6-ANNEXATION AREA SE 7220 42							
	S7-SEWER LIFT STA IMP 7220 43							
	SULLIVAN KIL TO J MIM 7220 44							
	HWY 49 N SEWER 7220 45							
	SEWER PHASE I 7220 49							
	SEWER PHASE II 7220 50							
	SEWER PHASE IV 7220 51							
	DRYING BED 7220 52							
	SEWER PHASE V 7220 54							
	SEWER PHASE VII 7220 55							

LAMAR BLVD-REGIONS 7220 67
PROGRAMMED SEWER PROJ 7220 99

SEWERS

WATER SYSTEMS 7245
JAMES ST WTR WELL #3 7245 01
JAMES ST WTR PLT-MATC 7245 02
HWY 98 BOOSTER STATIO 7245 03
HWY 98 ELEVATED WTR T 7245 04
VETERANS MEM BLVD/S 2 7245 08
WESLEY WELL #2 7245 09
WTP FILTER #6 7245 10
OLD 98/RUNNELS RD WTR 7245 11
W1-COUNTRY CLUB WATER 7245 18
W2-WESLEY PLANT TREAT 7245 26
W3-WATER WELL@ PLANT 7245 27
HWY 98 FIRE LINES 7245 28
WATER PHASE I 7245 50
WATER PHASE II 7245 51
WATER PHASE III 7245 52
WATER PHASE IV 7245 53
2017 WATER SYSTEM IMP 7245 61
PROGRAMMED WATER PROJ 7245 99

WATER SYSTEMS

OTHER IMPROVEMENTS 7295
MISC.OTHER IMPROVEMEN 7295 99

OTHER IMPROVEMENTS

IMPROVEMENT OTHER TH

CAPITAL OUTLAY

EXPENDITURES

107500 - SPEC.SALES TAX-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT	PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN ACTUAL	OVER/UNDER	%
	TRANSFERS TO OTHER FUND								
	T/T GENERAL FUND	9000 01							
	T/T CITY B & I	9000 13							
-----			-----	-----	-----	-----	-----	-----	-----
	TRANSFERS TO OTHER F								
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	TRANSFERS								
-----			-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES								

107706 - SPEC.SALES TAX-T&A EXPEND.

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	OTHER PROFESSIONAL SER 6049							
177732	TOURISM COMMISSION 6049 01			237204	237204-		1,423,224	
328451	CONVENTION COMMISSION 6049 02			791207	791207-		4,747,242	
-----		-----	-----	-----	-----	-----	-----	-----
506183	OTHER PROFESSIONAL			1028411	1028411-		6,170,466	
-----		-----	-----	-----	-----	-----	-----	-----
506183	PROFESSIONAL SERVICE			1028411	1028411-		6,170,466	
-----		-----	-----	-----	-----	-----	-----	-----
506183	OTHER SERVICES & CHAR			1028411	1028411-		6,170,466	
-----		-----	-----	-----	-----	-----	-----	-----
506183	EXPENDITURES			1028411	1028411-		6,170,466	

109704 - GROUP INS.TRUST-T&A EXPEND.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

2 Months Ending 11/30/19

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	BANK SERV/TRF FEE 6832							
85772	ADMIN PAID 6833			85772	85772-		514,632	
308228	CLAIMS PAID 6834			576993	576993-		3,461,958	
	SERVICES NOT SPECIFIED 6999							
	ACA TRANSITIONAL FEE 6999 01							
-----		-----	-----	-----	-----	-----	-----	-----
	SERVICES NOT SPECIF							
-----		-----	-----	-----	-----	-----	-----	-----
394000	OTHER SERVICES & CHA			662765	662765-		3,976,590	
-----		-----	-----	-----	-----	-----	-----	-----
394000	OTHER SERVICES & CHAR			662765	662765-		3,976,590	
-----		-----	-----	-----	-----	-----	-----	-----
394000	EXPENDITURES			662765	662765-		3,976,590	

12/02/19

.....CURRENT.....			YEAR-TO-DATE.....		
ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV

	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
TAXES-OTHER	206A								
PAYMENT IN LIEU OF TAXE	2060								
HOUSING AUTHORITY	2065	3,333			6,667			40000	40000
MERCHANTS COMPANY	2066								
COLLECTIONS-P/Y EXCESS	2070								
PAYMENT IN LIEU OF T		3,333			6,667			40000	40000
TAXES-OTHER		3,333			6,667			40000	40000
LICENSES, PERMITS & FEES	220A								
PRIVILEGE LICENSES	2200	11,666	7791	66	23,333	24889	106	140000	115111
FRANCHISES	2210								
ELECTRICAL FRANCHISE	2211	252,500	1267		505,000	783128	155	3030000	2246872
SOLID WASTE OPER/FRANC	2212	12,500			25,000	14778	59	150000	135222
AT&T UVERSE VIDEO/FRAN	2213								
GAS FRANCHISE	2215	12,083			24,167	23672	97	145000	121328
CSPIRE FIBER-TELEPAK F	2218	83			167	219	131	1000	781
CABLE T.V. FRANCHISE	2219	35,000	95585	273	70,000	95585	136	420000	324415
FRANCHISES		312,166	96852	31	624,333	917382	146	3746000	2828618
BLDG/INSP PERMITS & FEE	2220								
BUILDING PERMIT/INSPEC	2221	31,250	32848	105	62,500	57811	92	375000	317189
FIRE INSPECTION	2222								
SIGN PERMIT	2223	1,583	1517	95	3,167	2785	87	19000	16215
LAND CODE ENFORCEMENT	2224	1,666	1285	77	3,333	2635	79	20000	17365
GAS & PLUMBING	2225	708	2800	395	1,417	4350	306	8500	4150
ELECTRICAL INSPECTION	2226	1,250	2050	164	2,500	3525	141	15000	11475
DEMOLITION PERMIT	2227	166	300	180	333	600	180	2000	1400
HOUSE MOVING	2228	83	150	180	167	250	149	1000	750
BLDG/INSP PERMITS &		36,708	40950	111	73,417	71956	98	440500	368544
OTHER PERMITS & FEES	2230								
PUBLIC RECORDS ACCESS	2233								
PROPERTY CLEAN-UP COST	2234	166			333	200	60	2000	1800
TAXI BADGE PERMIT	2235								
WRECKER REGISTRATION F	2236	16			33	25	75	200	175
BURN OR MISC FIRE PERM	2237	150	125	83	300	450	150	1800	1350
AMBULANCE PERMIT	2238	75			150			900	900
ZONING PETITION FEE	2240								
ZONING CERTIFICATE FEE	2245	416	775	186	833	1750	210	5000	3250
TITLE PLEDGE LICENSE F	2248								
EXAMINATION FEE	2250								
CONTRACTOR LICENSE FEE	2255					150			150-
ORDINANCE SALES	2260								
ORDINANCE VIOLATION FE	2265								

DATA PROCESSING FEES	2280								
NSF CHECK FEE	2290	16			33	40	121	200	160
MISC. PERMITS & FEES	2299	5,083	240	4	10,167	4409	43	61000	56591
OTHER PERMITS & FEES		5,925	1140	19	11,850	7024	59	71100	64076
LICENSES, PERMITS & F		366,466	146733	40	732,933	1021251	139	4397600	3376349
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
JUST./USM-PROJECT SAFE	2304								
JUST./USM-POLICE CORPS	2305								
JUST.-OTHER	2307	1,375			2,750	2459	89	16500	14041
JUST.-COPS SECURE SCHOO	2309								
JUST.-JAIL DIVERSION	2310	32,102	4962	15	64,205	4962	7	385230	380268
JUST.-BYRNE GRANTS	2311	2,323			4,647			27882	27882
JUST.-OHS DOMESTIC PREP	2312	833			1,667			10000	10000
JUST.-COPS IN SCHOOLS	2313								
JUST.-DOMESTIC PREPARED	2314	1,500			3,000			18000	18000
JUST.-COPS METHAMPHETAM	2315								
JUST.-COPS HIRING RECOV	2316								
JUST.-UNIVERSAL COPS	2317								
JUST.-COPS TECHNOLOGY	2318								
JUST.-LLEBG '04	2319								
SAFE COMMUNITY PROJECT	2320								
HHS-HIDTA NARCOTICS GRA	2321	1,527	2717	177	3,055	2717	88	18332	15615
NRCS-USDA STORM RELATED	2322								
FHWA-STORM RELATED	2323								
FEMA-EMER. WARNING SIRE	2324								
FEMA-'04 REGIONAL RESPO	2325								
FIREFIGHTERS GRANT	2326								
FEMA-'05 REGIONAL RESPO	2327								
FEMA-CITIZENS CORPS	2328								
LAW ENF.GRANTS-OTHER	2329								
FEMA/HAZARD MITIG/GENER	2336								
FEMA RELIEF	2337	67,750			135,500			813000	813000
CDBG-FIRE STATION	2338								
MISC FEDERAL GRANTS	2339	500			1,000	4627	462	6000	1373
ARRA-STOP VIOLENCE GRAN	2348								
FEMA RELIEF ADMIN.	2349								
DEPT.OF DEFENSE-CAMP SH	2350								
EPA-BROWNSFIELD PROJ	2356								
HUD-MIDTOWN STUDY	2360								
HUD/MDA HUB CITY LOFT P	2361								
FEDERAL GRANTS		107,912	7678	7	215,824	14764	6	1294944	1280180
STATE GRANTS	250B								
MISCELLANEOUS STATE GRA	2503								
MOSQUITO CONTROL GRANT	2504								
ARCHIVES & HISTORY	2505	416			833			5000	5000
JUVENILE PREVENTION PRO	2510								
JUVENILE ACCT.INCENTIVE	2511								
EMER.SHELTER-MDA GRANT	2513								

I.P.-HYBERPLASTIC-MDA G	2514								
POLICE ACADEMY REIMB.	2515								
SOLID WASTE GRANT	2518	6,250			12,500		75000	75000	
URBAN YOUTH CORPS MDOT	2519								
DEQ GRANTS(SO.LAGOON ST	2520								
ARTS COMMISSION GRANT	2521								
BEAUTIFICATION-VARIOUS	2522								
MS CITY CORPS COUNCIL	2523								
TRAFFIC GRANT	2524								
STOP VIOLENCE GRANT	2526	2,809	1971	70	5,619	5727	101	33715	27988
ALCOHOL INCENTIVE	2527	3,750	7645	203	7,501	7645	101	45007	37362
JUSTICE ASSISTANCE	2528								
TORNADO RECOVERY-MDA GR	2529								
DISASTER RELIEF-STATE P	2545								
MEMA-DOMESTIC PREPAREDN	2550								
MEMA-SAFE ROOMS	2551								
MDOT GRANT-DEPOT PROJEC	2556								
MDOT GRANT-VISITOR'S CT	2557								
MDOT GRANT-TRAFFIC STUD	2558								
STATE GRANTS		13,226	9617	72	26,454	13372	50	158722	145350
STATE-SHARED REVENUE	260B								
GENERAL SALES TAX	2600	1,891,666	1853712	97	3,783,333	3743908	98	22700000	18956092
CITY UTILITY TAX	2601	666	580	87	1,333	1192	89	8000	6808
SALES TAX-SRF REIMB.	2602								
ALCOHOLIC BEV. LICENSE	2610	12,500	15975	127	25,000	28575	114	150000	121425
MOTOR VEH.PRIVILEGE TAX	2635								
PAT HARRISON WATERWAY D	2665								
MPO-METROPOLITAN PLANNI	2670	41,666			83,333			500000	500000
MISC DORMANT ACCOUNT RF	2699								
STATE-SHARED REVENUE		1,946,500	1870267	96	3,893,000	3773675	96	23358000	19584325
CITY/COUNTY-SHARED REVEN	270B								
FORREST CTY	2705								
FORREST CTY CAMP SHELBY	2705 01								
FORREST CTY GORDON CRK	2705 02								
FORREST GENERAL CTY HOS	2706								
FORREST-INFRAST.IMPR.	2707								
LAMAR-INFRAST.IMPR.	2708								
LAMAR/FORREST-HAZ.WASTE	2709								
PETAL/F-CO FLOOD INUNDA	2718								
FORREST CTY-TWIN FORKS	2719								
HPSD-COPS IN SCHOOLS	2720								
CONV.COMM/TOURISM BUREA	2725								
METRO WAGES/MILEAGE-FOR	2735								
METRO NARC.O/T-FORREST	2736								
MEMA/HAZARD MITIG/GENER	2739								
MISCELLANEOUS GRANTS	2740								
PARTNERSHP HLTHY MS-FA	2740 05								
K-9 GRANT - ASBURY FOU	2740 06	1,851			3,703			22218	22218
OTHER	2740 99	3,025			6,050	2000	33	36300	34300

MISCELLANEOUS GRANTS		4,876			9,753	2000	20	58518	56518
CITY/COUNTY-SHARED RE		4,876			9,753	2000	20	58518	56518
CHARGES FOR SERVICES	280A								
PUBLIC SAFETY	2850								
CRIME SCENE UNIT CONT	2855	3,333			6,667			40000	40000
FIRE DPT.SERV FOR OTHE	2860								
800 MHZ RADIO ACCESS F	2865								
POLICE/FIRE-SPECIAL DU	2870	20,000	28422	142	40,000	62036	155	240000	177964
P&F LATERAL TRNG REIMB	2880					225			225-
DRUG ENF.AGENCY O/T RE	2881								
HOMELAND SECURITY O/T	2882								
US MARSHALL O/T REIMB.	2883	1,000	2155	215	2,000	2155	107	12000	9845
FED BUREAU INVEST O/T	2884	250			500			3000	3000
PUBLIC SAFETY		24,583	30578	124	49,167	64416	131	295000	230584
TROLLEY SERVICE	2890								
CONV.CENTER TROLLEY FE	2895								
TROLLEY RECEIPTS	2896								
TROLLEY SERVICE									
STREETS	2900								
STREET WORK	2901								
PARKING METERS	2910		126			221			221-
PARKING FINES	2915		15			44			44-
CROSSING LIGHT FEES	2920								
LOT CLEAN-UP/HEAVY TRA	2930		226			226			226-
CDBG LOT CLEAN-UP/DEMO	2931								
STREETS			367			491			491-
SANITATION	2950								
RECYCLING PICK UP	2951	5,833	4929	84	11,667	11438	98	70000	58562
TRASH HAULING	2960	11,666	8522	73	23,333	23647	101	140000	116353
RESIDENTL WASTE COLLEC	2965	169,583	154291	90	339,167	339793	100	2035000	1695207
SANITA-REFUND & RECOVE	2970								
SANITATION		187,083	167743	89	374,167	374879	100	2245000	1870121
CHARGES FOR SERVICES		211,666	198688	93	423,333	439786	103	2540000	2100214
FINES AND FORFEITS	330A								
MUNICIPAL COURT COLLECT	3310					338			338-
POLICE FINES	3320	70,833	38211	53	141,667	91378	64	850000	758622
CITY COURT COSTS	3321	8,333	5854	70	16,667	13753	82	100000	86247
CCC-JAIL REIMB.	3322	8	2	25	17	3	17	100	97
ENVIR CT-CODE VIOLATION	3323	250	214	85	500	1725	345	3000	1275
ANIMAL CONTROL	3327	16			33	10	30	200	190
COURT TECHNOLOGY FEE	3328	7,500			15,000			90000	90000
FINES AND FORFEITS		86,941	44281	50	173,883	107208	61	1043300	936092
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								

OTHER INTEREST-CD'S	3403								
SAVINGS ACCOUNT/MMA	3405	5,833	12641	216	11,667	28482	244	70000	41518
INTEREST-GRANT MONIES	3406								
OTHER INTEREST-MMA	3407								
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
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INTEREST EARNINGS		5,833	12641	216	11,667	28482	244	70000	41518
RENTS AND ROYALTIES	3410								
LAND	3411								
LAMAR OUTDOOR ADVERTI	3411 05								
ALWEST ADVERTISING	3411 10								
MS.POWER-HWY.42	3411 11								
TRITELL COMMUNICATION	3411 12								
-----		-----	-----	----	-----	-----	----	-----	-----
LAND									
BUILDING	3412								
TRAIN DEPOT FACILITY	3412 01	1,666	1900	114	3,333	4801	144	20000	15199
P&F ACADEMY RENTALS	3412 02					1250			1250-
PBMH-COURTESY FORD BL	3412 03		6000			6000			6000-
SEXUAL ASSAULT CRISIS	3412 05								
MERCHANTS	3412 07	200	200	100	400	400	100	2400	2000
DEPOT - AMTRAK	3412 08								
USM CELLULAR ONE RENT	3412 41								
MISC CELL TOWER REVEN	3412 45								
HUBSOUTH/WATER TOWER	3412 62								
OTHER BLDG. RENT	3412 99								
-----		-----	-----	----	-----	-----	----	-----	-----
BUILDING		1,866	8100	434	3,733	12451	333	22400	9949
PARKING GARAGE-CIVIC C	3415	2,333	1230	52	4,667	4020	86	28000	23980
PARKING GARAGE-PINE ST	3416	3,166	1305	41	6,333	1305	20	38000	36695
PARKING SPACES	3417								
MAIN STREET PARKING L	3417 01	625	590	94	1,250	910	72	7500	6590
CHURCH PARKING LOT	3417 02	333			667			4000	4000
RAILROAD PARKING LOT	3417 03	1,166			2,333			14000	14000
MOBILE ST. PKG.LOT #1	3417 04	83			167			1000	1000
MOBILE ST. PKG.LOT #2	3417 05								
BATSON STREET PKG. LO	3417 06								
HEMPHILL PKG. LOT	3417 07	125	150	120	250	450	180	1500	1050
EAST PINE PKG.LOT	3417 08								
PARKING-MISC	3417 09								
-----		-----	-----	----	-----	-----	----	-----	-----
PARKING SPACES		2,333	740	31	4,667	1360	29	28000	26640
EQUIPMENT	3419								
-----		-----	-----	----	-----	-----	----	-----	-----
RENTS AND ROYALTIES		9,700	11375	117	19,400	19136	98	116400	97264
CEMETERY FEES	3420	2,916	2780	95	5,833	5730	98	35000	29270
CONTRIBUTIONS-PUBLIC	3450								
CONTRIB-GORDONS CRK ST	3450 01								
CONTRIB-REV 911 MINUTE	3450 02								
CONTRIB-TRAIN DAY (MP	3450 03								
CONTRIB-FRST CTY ARTS	3450 04								

CONTRIBUTIONS-FORREST	3455							
CONTR-HISTORIC HBRG D	3455 01	2,083		4,167		25000	25000	
CONTR-FRST CTY MUN CT	3455 02							
-----		-----	-----	-----	-----	-----	-----	
CONTRIBUTIONS-FORRE		2,083		4,167		25000	25000	
CONTRIB-MDTWN STDY MAT	3458							
CONTRIBUTIONS-OTHER	3459	83		167		1000	1000	
-----		-----	-----	-----	-----	-----	-----	
CONTRIBUTIONS-PUBLIC		2,166		4,333		26000	26000	
CONTRIBUTIONS-PRIVATE	3460							
CONTRIB-TREE GRANT ECO	3460 01							
CONTRIB-EUREKA SCHOOL	3461							
CONTRIB-NCBM-BROWNFIEL	3462							
CONTRIB-SENIOR FARE	3463							
CONTRIB-MAYOR'S YOUTH	3464							
CONTRIB-BC HEALTHY HOM	3465							
CONTRIB-NIGHT OUT AGAI	3466							
CONTRIB-NLC HEALTH OUT	3467							
CONTRIB-MDTWN STDY MAT	3468							
CONTRIB-OTHER	3469							
CONTRIB-MIDNIGHT ON FR	3470		3750		3750		3750-	
CONTRIB-NLC HEALTH INI	3471							
CONTRIB-NLC FISCL	3472							
CONTRIB-KEEP AMERICA B	3473							
CONTRIB-PBMH CIT TRAIN	3474		3000		3000		3000-	
-----		-----	-----	-----	-----	-----	-----	
CONTRIBUTIONS-PRIVAT			6750		6750		6750-	
POLICE DEPT-MISC CHARGE	3590	14,666	2450	16	29,333	6300	21 176000 169700	
OTHER MISC. REVENUE	3599							
MS POWER ENRGY EFFIC P	3599 01							
-----		-----	-----	-----	-----	-----	-----	
OTHER MISC. REVENUE								
-----		-----	-----	-----	-----	-----	-----	
MISCELLANEOUS		35,283	35996	102	70,567	66399	94 423400 357001	
TRANSFERS	380A							
TRANSFERS FROM OTHR FND	3800							
T/F H'BURG REDEV.AUTH.	3800 101							
T/F GOVERNMENT COMPLEX	3800 104							
T/F 2002 USA YEAST/LAG	3800 106							
T/F SPEC.SALES TAX	3800 107							
T/F WATER & SEWER	3800 11	41,666			83,333		500000 500000	
T/F '99 TIF B&I CONSTR	3800 12							
T/F POL.FORFEITURES	3800 19							
T/F POL.FORF O/T(HURR	3800 19HR							
T/F '02 TIF B&I HOME D	3800 21							
T/F '03 TIF B&I CHAUVE	3800 22							
T/F TAX COLLECTORS-GPT	3800 27	1,561,250	468409	30	3,122,500	627814	20 18735000 18107186	
T/F TAX COLL-C.C.FEE	3800 27CC							
T/F TAX COLL-EXCESS BI	3800 27EB							
T/F TAX COLL-CHKG INT	3800 27ICHK							
T/F TAX COLL-INT/PEN	3800 27IP	29,166	6415	21	58,333	36862	63 350000 313138	
T/F W & S CONSTRUCTION	3800 75							

T/F COM.DEV.BLK.GRANT	3800	82							
T/F INDUSTRIAL PARK DE	3800	87							
T/F 2007 TIF CONST-TUR	3800	91							
T/F 2001 STREETS,SWRS,	3800	95							
TRANSFERS FROM OTHR			1,632,083	474823	29	3,264,167	664676	20	19585000
TRANSFERS			1,632,083	474823	29	3,264,167	664676	20	19585000
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INT-BONDS	3915								
SALE OF BONDS									
SALE OF REAL ESTATE	3920								
SALE OF TIMBER	3923								
SALE OF EASEMENTS	3925								
SALE OF CEMETERY LOTS	3930		4,166	8050	193	8,333	9865	118	50000
SALE OF EQUIPMENT	3940		3,333			6,667			40000
SALE OF SCRAP MATERIAL	3943		83			167			1000
SALE OF MISC. ITEMS	3945								
SALE OF MAPS/PUBLICATIO	3947								
SALE OF RECYCLABLE ITEM	3948								
MDB LOAN PYMT-HUB CITY	3950		10,117	10118	100	20,235	20235	100	121412
COPIES/RECORDS REQUEST	3959								
KERR MAGEE PROJECT	3960								
MS TANK PROJECT	3961								
INSURANCE REIMB-STORM	3962								
VENDING COMM./REFUNDS	3964								
REFUND & RECOVERY	3965		2,083	2200	105	4,167	6012	144	25000
RECOVERY OF DAMAGE CLAI	3967								
REFUND/RECOVERY-INFO SY	3968								
RECOVERY-PERS SERV/EQUI	3969								
CAPITAL LEASE PROCEEDS	3970								
TIF DEPOSIT/PROCEEDS	3971								
NOTE PROCEEDS	3975								
FIRE STATION (MDB)	3975	03							
CHURCH PROJ (MDB)	3975	07							
POLICE COMPLEX ARCHITE	3975	08							
NOTE PROCEEDS									
NON-REVENUE RECEIPTS			19,784	20368	102	39,569	36112	91	237412
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999		782,862			1,565,725			9394348
BEGINNING CASH BALANC			782,862			1,565,725			9394348
REVENUES			5,210,937	2808451	53	10,421,874	6139243	58	62531244

12/02/19

.....CURRENT.....			YEAR-TO-DATE.....		
ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV

	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
LICENSES, PERMITS & FEES	220A								
OTHER PERMITS & FEES	2230								
NSF CHECK FEE	2290								
	-----	-----	-----	----	-----	-----	----	-----	-----
OTHER PERMITS & FEES									
	-----	-----	-----	----	-----	-----	----	-----	-----
LICENSES, PERMITS & F									
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
FEMA RELIEF	2337								
MISC FEDERAL GRANTS	2339								
NATL PARK SER/LAND WTR	2351								
	-----	-----	-----	----	-----	-----	----	-----	-----
FEDERAL GRANTS									
STATE GRANTS	250B								
MDOT-INTERCHANGE ENHANC	2508								
DISASTER RELIEF	2545								
	-----	-----	-----	----	-----	-----	----	-----	-----
STATE GRANTS									
CITY/COUNTY SHARED REVEN	270B								
MISCELLANEOUS GRANTS	2740								
PEOPLES PARK	2740 01								
THAMES SCHOOL	2740 02								
SUMMER DAY CAMP	2740 03								
OTHER	2740 99								
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS GRANTS									
	-----	-----	-----	----	-----	-----	----	-----	-----
CITY/COUNTY SHARED RE									
CHARGES FOR SERVICES	280A								
WORKSHOP TRNG FEES	2892								
CULTURE AND RECREATION	3100								
SWIM FEES-C.E. ROY/5TH	3110	33			67			400	400
SWIM FEES-DAHMER PARK	3112	50			100			600	600
SWIM FEES-REC. CTR. PO	3115								
URBAN LINE DANCING	3116								
ADULT GOLF FEES	3117								
TENNIS FEES	3118								
FENCING FEES	3119								
PLAYGROUND FEES	3120								
CHEER PROGRAM	3121								
SUMMER DAY CAMP	3122	333			667			4000	4000
KAMPER PARK CONCESSION	3130								
BALLPARK CONCESSIONS	3131								
CERAMIC CONCESSIONS	3134								

KPZ GIFT SHOP CONCESSI	3135								
ZOO ADMISSIONS	3137								
TATUM PK PAVILION USE	3138	16			33			200	200
EASTSIDE PK PAVILION U	3139	33			67			400	400
MCNAIR REC CTR USE FEE	3140								
KPZ PAVILION USE FEE	3145								
DAHMER PAVILION USE FE	3147	66			133	40	30	800	760
KP ED CENTER USE FEE	3149								
BALLFIELD USE FEES	3150	250	300	120	500	300	60	3000	2700
PARKS-MISC USE FEES	3151	83			167	40	23	1000	960
YOUTH TEAM FEES	3160								
FLAG FOOTBALL	3160 01								
LITTLE TIGERS BASKETB	3160 02	375			750			4500	4500
JUNIOR GOLF FEES	3160 03								
YOUTH TRACK & FIELD	3160 04	125			250			1500	1500
T-BALL	3160 05								
GIRLS' SOFTBALL	3160 06								
BOYS' SOFTBALL	3160 07								
GIRLS FASTPITCH	3160 10								
BOYS FASTPITCH	3160 11								
TACKLE FOOTBALL	3160 15								
CHEER LEADING	3160 20						45		45-
YOUTH TEAM FEES		500			1,000	45	4	6000	5955
ADULT TEAM FEES	3162								
CHURCH LEAGUE BASKETB	3162 01								
ADULT BASKETBALL	3162 02	500			1,000			6000	6000
ADULT CO-ED SOFTBALL	3162 03	500			1,000			6000	6000
ADULT MEN'S SOFTBALL	3162 04	666			1,333	950	71	8000	7050
ADULT WOMEN'S SOFTBAL	3162 05								
ADULT FOOTBALL	3162 06								
ADULT SOFTBALL-CHURCH	3162 07								
ADULT SOCCER	3162 08								
ADULT FLAG FOOTBALL	3162 09	83			167	750	449	1000	250
ADULT DODGEBALL	3162 10	116			233			1400	1400
ADULT KICKBALL	3162 11								
ADULT PICKLEBALL	3162 12								
ADULT LINE DANCING	3162 13								
SWING DANCE CLASS	3162 14								
ADULT VOLLEY BALL	3162 15	83			167			1000	1000
OUTDOOR ADVENTURES	3162 16								
ADULT SAND VOLLEY BAL	3162 17								
ADULT TEAM FEES		1,950			3,900	1700	43	23400	21700
CERAMICS CLASS FEES	3170								
HATTIESBARKER DOG TRNG	3171								
DRAMA,ART,DANCE LESSON	3178								
"MOKEY" TRAIN RIDES	3181								
CAROUSEL RIDES	3185								
OTHER	3190								
CULTURE AND RECREATI		3,316	300	9	6,633	2125	32	39800	37675

CHARGES FOR SERVICES		3,316	300	9	6,633	2125	32	39800	37675
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405	83	2150	2590	167	4524	2708	1000	3524-
INTEREST EARNINGS		83	2150	2590	167	4524	2708	1000	3524-
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455								
CONTRIBUTIONS-PUBLIC									
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-POLICEMAN'S BE	3461								
CONTRIB-MS TENNIS ASSO	3462								
CONTRIB-SENIOR FARE	3463								
CONTRIB-SENIOR PROM	3464								
CONTRIB-HWY 49/7th ST	3468								
CONTRIB-OTHER	3469								
CONTRIBUTIONS-PRIVAT									
MISCELLANEOUS		83	2150	2590	167	4524	2708	1000	3524-
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01	184,750			369,500			2217000	2217000
T/F TAX COLLECTORS-GPT	3800 27	77,500	22493	29	155,000	30148	19	930000	899852
TRANSFERS FROM OTHR		262,250	22493	8	524,500	30148	5	3147000	3116852
TRANSFERS		262,250	22493	8	524,500	30148	5	3147000	3116852
NON-REVENUE RECEIPTS	390A								
SALE OF EQUIPMENT	3940								
SALE OF MISC. ITEMS	3945								
INSURANCE REIMB-STORM	3962								
CONCESSIONS CONTRACT-BE	3963								
VENDING COMM./REFUNDS	3964								
REFUND & RECOVERY	3965								
RECOVERY OF DAMAGE CLAI	3967								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	89,829			179,658			1077950	1077950
BEGINNING CASH BALANC		89,829			179,658			1077950	1077950
REVENUES		355,479	24943	7	710,958	36797	5	4265750	4228953

004004 - LIBRARY FUND REVENUES

CITY OF HATTIESBURG

REVENUE REPORT

12/02/19

ALL FUNDS

2 MONTHS ENDING 11/30/19

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27		21955			29426			29426-
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR			21955			29426			29426-
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS			21955			29426			29426-
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES			21955			29426			29426-

12/02/19

	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
STATE-SHARED REVENUE	260B								
PRO-RATA FIRE INS. PREM	2620	20,833			41,667			250000	250000
FIRE INS REBATE/CODE EN	2625	583			1,167			7000	7000
	-----	-----	-----	----	-----	-----	----	-----	-----
STATE-SHARED REVENUE		21,416			42,833			257000	257000
CHARGES FOR SERVICES	280A								
PUBLIC SAFETY	2850								
FIRE PROT.SHARE-USM	2862	7,971			15,942			95652	95652
HAZ.MAT.TRAINING FEES	2885								
	-----	-----	-----	----	-----	-----	----	-----	-----
PUBLIC SAFETY		7,971			15,942			95652	95652
	-----	-----	-----	----	-----	-----	----	-----	-----
CHARGES FOR SERVICES		7,971			15,942			95652	95652
FINES AND FORFEITS	330A								
FIRE CODE VIOLATIONS	3325		46			46			46-
	-----	-----	-----	----	-----	-----	----	-----	-----
FINES AND FORFEITS			46			46			46-
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405	250	319	127	500	624	124	3000	2376
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS		250	319	127	500	624	124	3000	2376
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-OTHER	3469								
	-----	-----	-----	----	-----	-----	----	-----	-----
CONTRIBUTIONS-PRIVATE									
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS		250	319	127	500	624	124	3000	2376
TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F GENERAL FUND	3800 01								
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHER									
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF REAL ESTATE	3920								
SALE OF EQUIPMENT	3940								
INSURANCE REIMB-STORM	3962								
REFUND & RECOVERY	3965								
CAPITAL LEASE PROCEEDS	3970								
NOTE PROCEEDS	3975								
FIRE STATION	3975 03								

NOTE PROCEEDS	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANCE 399A									
APPROPRIABLE FUND BALAN 3999		28,879			57,760			346557	346557
BEGINNING CASH BALANC	-----	-----	-----	----	-----	-----	----	-----	-----
		28,879			57,760			346557	346557
REVENUES	-----	-----	-----	----	-----	-----	----	-----	-----
		58,517	365		117,035	669		702209	701540

CITY OF HATTIESBURG

REVENUE REPORT

12/02/19

ALL FUNDS

2 MONTHS ENDING 11/30/19

		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
FAUS GRANT (LINC#1)	2331								
FAUS GRANT (LINC#2)	2332								
FAUS GRANT (CLASSIC DR)	2334								
FAUS GRANT (S.28TH)	2335								
FAUS GRANT (LINC#4)	2336								
	-----	-----	-----	----	-----	-----	----	-----	-----
FEDERAL GRANTS									
STATE-SHARED REVENUE	260B								
MUNICIPAL AID	2650	3,750	22934	611	7,500	22934	305	45000	22066
	-----	-----	-----	----	-----	-----	----	-----	-----
STATE-SHARED REVENUE		3,750	22934	611	7,500	22934	305	45000	22066
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		59			107			107-
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS			59			107			107-
CONTRIBUTIONS-PUBLIC	3450								
CONTRIB-USM-CLASSIC DR	3452								
CONTRIBUTIONS-FORREST	3455								
	-----	-----	-----	----	-----	-----	----	-----	-----
CONTRIBUTIONS-PUBLIC									
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS			59			107			107-
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
T/F '99 TAX INCR CONST	3800 103								
T/F '93 STREETS, DRAINS	3800 110								
T/F MUN.ROAD & BRIDGE	3800 72								
T/F '92 PARKS, REC, STS.	3800 97								
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR									
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
TIF DEPOSIT/PROCEEDS	3971								
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	5,208			10,417			62500	62500
	-----	-----	-----	----	-----	-----	----	-----	-----

BEGINNING CASH BALANC	5,208			10,417			62500	62500
	-----	-----	-----	-----	-----	-----	-----	-----
REVENUES	8,958	22993	256	17,917	23041	128	107500	84459

RECOVERY OF DAMAGE CLAIMS	3967								
CAPITAL LEASE PROCEEDS	3970								
NON-REVENUE RECEIPTS		416			833			5000	5000
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	72,131			144,262			865572	865572
BEGINNING CASH BALANCE		72,131			144,262			865572	865572
REVENUES		1,091,647	1018712	93	2,183,295	2037139	93	13099772	11062633

CITY OF HATTIESBURG

REVENUE REPORT

12/02/19

ALL FUNDS

2 MONTHS ENDING 11/30/19

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405	1,500	13069	871	3,000	24324	810	18000	6324-
OTHER INTEREST-MMA	3407	3,333	1404	42	6,667	2911	43	40000	37089
TREASURY NOTES	3409								
INTEREST EARNINGS		4,833	14473	299	9,667	27235	281	58000	30765
MISCELLANEOUS		4,833	14473	299	9,667	27235	281	58000	30765
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F '13 W&S BOND CONST	3800 105								
T/F WATER & SEWER '06	3800 11A								
T/F WATER & SEWER '12	3800 11B	66,666	66667	100	133,333	133334	100	800000	666666
T/F WATER & SEWER '13	3800 11C	90,000	90000	100	180,000	420000	233	1080000	660000
T/F WATER & SEWER '16	3800 11D	228,000	228000	100	456,000	606000	132	2736000	2130000
T/F '10 W&S GO BONDS	3800 11GO	16,666	16667	100	33,333	33334	100	200000	166666
T/F WTR/SWR(METER GO)	3800 11M	50,000	50000	100	100,000	100000	100	600000	500000
T/F W&S '16 REF BOND	3800 11REF	91,666	91667	100	183,333	183334	100	1100000	916666
T/F W&S B&I USA YEAST	3800 15								
T/F W & S CONTINGENCY	3800 17								
T/F W&S CONSTR	3800 75								
T/F WATER METER PROJEC	3800 78								
T/F '12 W&S REV BOND C	3800 94								
T/F '10 W&S GO BONDS	3800 99								
TRANSFERS FROM OTHR		543,000	543001	100	1,086,000	1476002	135	6516000	5039998
TRANSFERS		543,000	543001	100	1,086,000	1476002	135	6516000	5039998
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
BOND PREMIUM	3913								
ACCRUED INTEREST	3915								
REFUND & RECOVERY	3965								
SALE OF BONDS									
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	857,276			1,714,554			10287322	10287322

BEGINNING CASH BALANC	-----	-----	-----	----	-----	-----	----	-----	-----
		857,276			1,714,554			10287322	10287322
REVENUES	-----	-----	-----	----	-----	-----	----	-----	-----
		1,405,110	557474	39	2,810,220	1503237	53	16861322	15358085

12/02/19

.....CURRENT.....			YEAR-TO-DATE.....		
ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV

	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
LICENSES, PERMITS & FEES	220A								
OTHER PERMITS & FEES	2230								
NSF CHECK FEE	2290	333	40	12	667	280	41	4000	3720
OTHER PERMITS & FEES		333	40	12	667	280	41	4000	3720
LICENSES, PERMITS & F		333	40	12	667	280	41	4000	3720
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	291	6020	2068	583	11335	1944	3500	7835-
INTEREST EARNINGS		291	6020	2068	583	11335	1944	3500	7835-
MISCELLANEOUS		291	6020	2068	583	11335	1944	3500	7835-
ENTERPRISE ACCOUNTS	360A								
METERED WATER SALES	3600								
RESIDENTIAL WATER-NO T	3600 01	583,333	589832	101	1,166,667	1248726	107	7000000	5751274
NON-RESIDENTIAL WATER	3600 011	106,666	86715	81	213,333	243552	114	1280000	1036448
TAXABLE WATER SALES	3600 02	254,166	256010	100	508,333	540770	106	3050000	2509230
TAXABLE WATER-USA YEAS	3600 03	14,583	20729	142	29,167	20729	71	175000	154271
METERED WATER SALES		958,750	953286	99	1,917,500	2053777	107	11505000	9451223
WATER TAPS	3610	12,500	16711	133	25,000	47841	191	150000	102159
WATER TURN-ON FEE	3620	5,000	4670	93	10,000	10740	107	60000	49260
SEWER TAPS	3625	6,666			13,333	300	2	80000	79700
SEWER CHARGES	3630								
NON-RESIDENTIAL SEWER	3630 01	316,666	263549	83	633,333	666466	105	3800000	3133534
RESIDENTIAL SEWER	3630 02	496,666	449263	90	993,333	985318	99	5960000	4974682
LAMAR PARK SEWER	3630 03	11,666	17376	148	23,333	28352	121	140000	111648
MARSHALL DURBIN SEWER	3630 04	33,333	47998	143	66,667	86044	129	400000	313956
PETAL SEWER	3630 05	41,666	18635	44	83,333	43710	52	500000	456290
HERCULES	3630 06								
PBRSWMA-LEACHATE	3630 07	400			800	417	52	4800	4383
ZEON CHEMICALS	3630 08	2,500			5,000	3884	77	30000	26116
USA YEAST SEWER	3630 09	16,166	21756	134	32,333	21756	67	194000	172244
DAIRY FRESH SEWER	3630 10	7,166			14,333	3524	24	86000	82476
OTHER SPEC SWR CONTRAC	3630 11								
SEWER CHARGES		926,233	818578	88	1,852,467	1839472	99	11114800	9275328
SEWERAGE TREATMENT	3720								
ENTERPRISE ACCOUNTS		1,909,150	1793244	93	3,818,300	3952130	103	22909800	18957670
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								

REBATE-PROJ PERFOR CONT 3969	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE 399A									
APPROPRIABLE FUND BALAN 3999	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC									
REVENUES	-----	-----	-----	----	-----	-----	----	-----	-----
		1,909,775	1799304	94	3,819,550	3963745	103	22917300	18953555

12/02/19

.....CURRENT.....			YEAR-TO-DATE.....		
ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV

[illegible]

ACCRUED INT-RFDG BONDS 3915	-----	-----	-----	----	-----	-----	----	-----	-----
SALE OF BONDS									
SALE OF REAL ESTATE-SAC 3920									
REFUND & RECOVERY 3965	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE 399A									
APPROPRIABLE FUND BALAN 3999		629,387			1,258,775			7552651	7552651
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC		629,387			1,258,775			7552651	7552651
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		791,262	56864	7	1,582,525	88762	5	9495151	9406389

014014 - SCHOOL FUND REVENUES

CITY OF HATTIESBURG

REVENUE REPORT

12/02/19

ALL FUNDS

2 MONTHS ENDING 11/30/19

	OBJ/SUB	ESTIMATED	CURRENT	ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200										
TRANSFERS	380A										
TRANSFERS FROM OTHR FND	3800										
T/F TAX COLLECTORS-GPT	3800 27			119844				256828			256828-
T/F TAX COLL-GPT-'88 B	3800 27SB			15878				33978			33978-
	-----	-----	-----	-----	----	-----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR				135722				290806			290806-
	-----	-----	-----	-----	----	-----	-----	-----	----	-----	-----
TRANSFERS				135722				290806			290806-
	-----	-----	-----	-----	----	-----	-----	-----	----	-----	-----
REVENUES				135722				290806			290806-

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[illegible]

018018 - P&FD&R REVENUES

CITY OF HATTIESBURG

REVENUE REPORT

12/02/19

ALL FUNDS

2 MONTHS ENDING 11/30/19

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
SAVINGS ACCOUNT/MMA	3405								
INTEREST EARNINGS									
P&FD&R EMPLOYEE CONTRIB	3470								
MISCELLANEOUS									
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27		34697			46505			46505-
TRANSFERS FROM OTHR			34697			46505			46505-
TRANSFERS			34697			46505			46505-
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
BEGINNING CASH BALANC									
REVENUES			34697			46505			46505-

CONTRIB-USM	3452								
CONTRIB-PETAL	3453								
CONTRIB-METRO CRIME ST	3454								
CONTRIBUTIONS-FORREST	3455								
CONTRIBUTIONS-OTHER	3459								

CONTRIBUTIONS-PUBLIC									
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-D.A.R.E.	3461								
CONTRIB-OTHER	3469								

CONTRIBUTIONS-PRIVAT									

MISCELLANEOUS			12			23			23-
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								

TRANSFERS FROM OTHR									

TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF EQUIPMENT	3940								
SALE OF CANINES	3946								
INSURANCE REIMB-STORM	3962								
REFUND & RECOVERY	3965								

NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999		19,380			38,760		232562	232562

BEGINNING CASH BALANC			19,380			38,760		232562	232562

REVENUES			19,380	1151	5	38,760	2345	6	232562 230217

CITY OF HATTIESBURG

REVENUE REPORT

12/02/19

ALL FUNDS

2 MONTHS ENDING 11/30/19

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVENUE	270B								
FORREST CTY	2705	10,416			20,833			125000	125000
		-----	-----	----	-----	-----	----	-----	-----
CITY/COUNTY-SHARED RE		10,416			20,833			125000	125000
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		12			24			24-
OTHER INTEREST	3407								
TREASURY NOTES	3409								
		-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS			12			24			24-
		-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS			12			24			24-
TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F TAX COLLECTORS-GPT	3800 27	10,416			20,833			125000	125000
T/F '02 TIF CONSTR-SO.	3800 88								
T/F '14 TIF CONSTR-SO.	3800 91								
		-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHER		10,416			20,833			125000	125000
		-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		10,416			20,833			125000	125000
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
		-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	23,634			47,269			283615	283615
		-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANCE		23,634			47,269			283615	283615
		-----	-----	----	-----	-----	----	-----	-----
REVENUES		44,467	12		88,936	24		533615	533591

12/02/19

.....CURRENT.....			YEAR-TO-DATE.....		
ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV

[illegible]

022022 - 2003 TIF B&I-C/S REVENUES

CITY OF HATTIESBURG

REVENUE REPORT

12/02/19

ALL FUNDS

2 MONTHS ENDING 11/30/19

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		299			588			588-
OTHER INTEREST	3407								
TREASURY NOTES	3409								
INTEREST EARNINGS			299			588			588-
MISCELLANEOUS			299			588			588-
TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F GENERAL FUND	3800 01								
T/F TAX COLLECTORS-GPT	3800 27	16,666			33,333			200000	200000
T/F 2003 TIF CONST-CHA	3800 90								
TRANSFERS FROM OTHER		16,666			33,333			200000	200000
TRANSFERS		16,666			33,333			200000	200000
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	16,191			32,383			194297	194297
BEGINNING CASH BALANCE		16,191			32,383			194297	194297
REVENUES		32,858	299		65,716	588		394297	393709

CITY OF HATTIESBURG

REVENUE REPORT

12/02/19

ALL FUNDS

2 MONTHS ENDING 11/30/19

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVENUE	270B								
LAMAR CTY	2708	14,004			28,010			168058	168058
		-----	-----	----	-----	-----	----	-----	-----
CITY/COUNTY-SHARED RE		14,004			28,010			168058	168058
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405	83	210	253	167	412	246	1000	588
OTHER INTEREST	3407								
TREASURY NOTES	3409								
		-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS		83	210	253	167	412	246	1000	588
		-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS		83	210	253	167	412	246	1000	588
TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F TAX COLLECTORS-GPT	3800 27	37,500			75,000			450000	450000
T/F 2007 TIF CONST-TUR	3800 91								
		-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHER		37,500			75,000			450000	450000
		-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		37,500			75,000			450000	450000
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
		-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	11,344			22,690			136137	136137
		-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANCE		11,344			22,690			136137	136137
		-----	-----	----	-----	-----	----	-----	-----
REVENUES		62,932	210		125,866	412		755195	754783

CITY OF HATTIESBURG

REVENUE REPORT

12/02/19

ALL FUNDS

2 MONTHS ENDING 11/30/19

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVENUE	270B								
LAMAR CTY	2708								
CITY/COUNTY-SHARED RE									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405	50	109	218	100	214	214	600	386
OTHER INTEREST	3407								
TREASURY NOTES	3409								
INTEREST EARNINGS		50	109	218	100	214	214	600	386
MISCELLANEOUS		50	109	218	100	214	214	600	386
TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F TAX COLLECTORS-GPT	3800 27	5,000			10,000			60000	60000
T/F 2008 TIF CONST-L/C	3800 90								
TRANSFERS FROM OTHER		5,000			10,000			60000	60000
TRANSFERS		5,000			10,000			60000	60000
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	5,901			11,803			70815	70815
BEGINNING CASH BALANCE		5,901			11,803			70815	70815
REVENUES		10,951	109		21,903	214		131415	131201

CITY OF HATTIESBURG

REVENUE REPORT

12/02/19

ALL FUNDS

2 MONTHS ENDING 11/30/19

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
LAMAR CTY	2708	2,573			5,148			30887	30887
		-----	-----	----	-----	-----	----	-----	-----
CITY/COUNTY-SHARED RE		2,573			5,148			30887	30887
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405	16	41	256	33	80	242	200	120
OTHER INTEREST	3407								
TREASURY NOTES	3409								
		-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS		16	41	256	33	80	242	200	120
		-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS		16	41	256	33	80	242	200	120
TRANSFERS	380A								
TRANSFERS FROM OTHER FND	3800								
T/F TAX COLLECTORS-GPT	3800 27	5,416			10,833			65000	65000
T/F 2011 TIF CONST-KOH	3800 91								
		-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHER		5,416			10,833			65000	65000
		-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		5,416			10,833			65000	65000
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
APPROPRIABLE FUND BALANCE	3999	2,207			4,415			26487	26487
		-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS		2,207			4,415			26487	26487
		-----	-----	----	-----	-----	----	-----	-----
REVENUES		10,214	41		20,429	80		122574	122494

CITY OF HATTIESBURG

REVENUE REPORT

12/02/19

ALL FUNDS

2 MONTHS ENDING 11/30/19

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
FORREST CTY	2705	15,490			30,980			185880	185880
LAMAR CTY	2708								
		-----	-----	----	-----	-----	----	-----	-----
CITY/COUNTY-SHARED RE		15,490			30,980			185880	185880
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405	116	478	412	233	935	401	1400	465
OTHER INTEREST	3407								
TREASURY NOTES	3409								
		-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS		116	478	412	233	935	401	1400	465
		-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS		116	478	412	233	935	401	1400	465
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27	12,524			25,049			150291	150291
T/F 2016 TIF CONST-WHI	3800 91								
		-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR		12,524			25,049			150291	150291
		-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		12,524			25,049			150291	150291
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
		-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	25,726			51,453			308716	308716
		-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC		25,726			51,453			308716	308716
		-----	-----	----	-----	-----	----	-----	-----
REVENUES		53,857	478		107,715	935		646287	645352

12/02/19

.....CURRENT.....			YEAR-TO-DATE.....		
ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV

	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
GENERAL PROPERTY TAXES	200A								
CURRENT YEAR TAXES	2000								
REALTY	2001								
REALTY-CITY	2001 CITY								
REALTY-O/S SCHOOL DIS	2001 OSD								
REALTY-SCHOOL	2001 SCHL								
REALTY-W/I SCHOOL DIS	2001 WSD								
REALTY									
HOMESTEAD LOSS	2005								
EXEMPT-TAX LOSS REIMB.	2006								
PERSONALTY-AUTO/RAILRO	2010								
PRSNLTY AUTO-CITY	2010 CITY								
PRSNLTY AUTO-O/S SCHO	2010 OSD								
PRSNLTY RR-O/S SCHOOL	2010 OSDRR								
PRSNLTY AUTO-SCHOOL	2010 SCHL								
PRSNLTY AUTO-W/I SCHO	2010 WSD								
PERSONALTY-AUTO/RAI									
PERSONALTY	2020								
PERSONALTY-CITY	2020 CITY								
PERSONALTY-O/S SCHOOL	2020 OSD								
PERSONALTY-SCHOOL	2020 SCHL								
PERSONALTY-W/I SCHOOL	2020 WSD								
PERSONALTY									
RENTAL VEHICLES	2026								
RENTAL VEHICLES-GENER	2026 GEN								
RENTAL VEHICLES									
CURRENT YEAR TAXES									
PRIOR YEAR TAXES	2030								
NON-EXEMPT REALTY P/Y	2031		428714			439506			439506-
EXEMPT REALTY P/Y	2035		398			13091			13091-
PERSONALTY-AUTO P/Y	2040		297629			611387			611387-
PERSONALTY-RAIL CAR P/	2045								
PERSONALTY P/Y	2050		7204			28628			28628-
PRIOR YEAR TAXES			733945			1092612			1092612-
GENERAL PROPERTY TAXE			733945			1092612			1092612-
TAXES-OTHER	206A								
INT/PENALTY ON DEL. TAX	2100		6415			36862			36862-
EXCESS BID-PROP. TAXES	2110								

TAXES-OTHER	-----	-----	-----	-----	-----	-----	-----	-----
			6415			36862		36862-
LICENSES, PERMITS & FEES 220A								
OTHER PERMITS & FEES 2230								
CITY CLERK FEES 2232								
OTHER PERMITS & FEES	-----	-----	-----	-----	-----	-----	-----	-----
LICENSES, PERMITS & F	-----	-----	-----	-----	-----	-----	-----	-----
MISCELLANEOUS 340A								
INTEREST EARNINGS 3400								
CERTIFICATES OF DEPOSIT 3402								
SAVINGS ACCOUNT/MMA 3405			1932			3839		3839-
TREASURY NOTES 3409								
INTEREST EARNINGS	-----	-----	1932	-----	-----	3839	-----	3839-
MISCELLANEOUS	-----	-----	1932	-----	-----	3839	-----	3839-
NON-REVENUE RECEIPTS 390A								
REFUND & RECOVERY 3965								
NON-REVENUE RECEIPTS	-----	-----	-----	-----	-----	-----	-----	-----
REVENUES	-----	-----	742292	-----	-----	1133313	-----	1133313-

CITY OF HATTIESBURG

REVENUE REPORT

12/02/19

ALL FUNDS

2 MONTHS ENDING 11/30/19

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVENUE	270B								
FORREST COUNTY	2705	3,136			6,274			37643	37643
LAMAR CTY	2708								
		-----	-----	----	-----	-----	----	-----	-----
CITY/COUNTY-SHARED RE		3,136			6,274			37643	37643
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405	29	82	282	58	161	277	350	189
OTHER INTEREST	3407								
TREASURY NOTES	3409								
		-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS		29	82	282	58	161	277	350	189
		-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS		29	82	282	58	161	277	350	189
TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F TAX COLLECTORS-GPT	3800 27	3,136			6,274			37643	37643
T/F 2016 TIF CONST-HBR	3800 91								
		-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHER		3,136			6,274			37643	37643
		-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		3,136			6,274			37643	37643
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
		-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	4,422			8,845			53068	53068
		-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANCE		4,422			8,845			53068	53068
		-----	-----	----	-----	-----	----	-----	-----
REVENUES		10,725	82		21,451	161		128704	128543

12/02/19

.....CURRENT.....			YEAR-TO-DATE.....		
ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV

	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
OTHER PERMITS & FEES	2230								
FLOWAGE FEE	2295								

OTHER PERMITS & FEES									
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
FEDERAL AVIATION ADM.	2330	67,859	342073	504	135,719	342073	252	814316	472243

FEDERAL GRANTS		67,859	342073	504	135,719	342073	252	814316	472243
STATE GRANTS	250B								
MDOT-MULTIMODAL GRANT	2509								
AIRPORT GRANT	2540	10,779			21,559			129353	129353

STATE GRANTS		10,779			21,559			129353	129353
STATE-SHARED REVENUE	260B								
AIRPLANE REGISTRATION T	2655								

STATE-SHARED REVENUE									
CITY/COUNTY-SHARED REVEN	270B								
AIRPORT ASSIST-FORREST	2725								

CITY/COUNTY-SHARED RE									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405	12	345	2875	25	705	2820	150	555-

INTEREST EARNINGS		12	345	2875	25	705	2820	150	555-
RENTS AND ROYALTIES	3410								
BUILDING	3412								
YORK INT/JOHNSON CONT	3412 12								
LORESCO INC	3412 13					100			100-
COCA COLA (1906 COMPA	3412 14								
H'BURG HANGER ASSN.	3412 18								
SOUTHEAST AVIATION SE	3412 21	2,650	3327	125	5,300	7214	136	31800	24586
SE AVIATION BLDG LAND	3412 22								
OTHER BLDG. RENT	3412 99								

BUILDING		2,650	3327	125	5,300	7314	138	31800	24486
MINERAL LEASE-AIRPORT	3418								

RENTS AND ROYALTIES		2,650	3327	125	5,300	7314	138	31800	24486

MISCELLANEOUS		2,662	3672	137	5,325	8019	150	31950	23931
TRANSFERS	380A								

TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01	20,833			41,667		250000	250000	
	-----	-----	-----	-----	-----	-----	-----	-----	-----
TRANSFERS FROM OTHR		20,833			41,667		250000	250000	
	-----	-----	-----	-----	-----	-----	-----	-----	-----
TRANSFERS		20,833			41,667		250000	250000	
NON-REVENUE RECEIPTS	390A								
SALE OF REAL ESTATE	3920								
SALE OF TIMBER	3923								
	-----	-----	-----	-----	-----	-----	-----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	3,118			6,237		37422-	37422-	
	-----	-----	-----	-----	-----	-----	-----	-----	-----
BEGINNING CASH BALANC		3,118			6,237		37422-	37422-	
	-----	-----	-----	-----	-----	-----	-----	-----	-----
REVENUES		99,016	345745	349	198,033	350092	176	1188197	838105

CITY OF HATTIESBURG

REVENUE REPORT

12/02/19

ALL FUNDS

2 MONTHS ENDING 11/30/19

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	230B								
LAMAR COUNTY	2708	2,496			4,993			29956	29956
		-----	-----	----	-----	-----	----	-----	-----
CITY/COUNTY-SHARED RE		2,496			4,993			29956	29956
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
SAVINGS ACCOUNT/MMA	3405	41	152	370	83	299	360	500	201
		-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS		41	152	370	83	299	360	500	201
		-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS		41	152	370	83	299	360	500	201
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27	9,708			19,417			116500	116500
T/F TIF CONSTRUCTION	3800 91								
		-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR		9,708			19,417			116500	116500
		-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		9,708			19,417			116500	116500
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
BOND PREMIUM	3913								
ACCRUED INTEREST	3915								
		-----	-----	----	-----	-----	----	-----	-----
SALE OF BONDS									
		-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	8,230			16,462			98769	98769
		-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC		8,230			16,462			98769	98769
		-----	-----	----	-----	-----	----	-----	-----
REVENUES		20,477	152		40,954	299		245725	245426

CITY OF HATTIESBURG

REVENUE REPORT

12/02/19

ALL FUNDS

2 MONTHS ENDING 11/30/19

		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMENTAL REVENUE	230A								
CITY/COUNTY SHARED REVENUE	230B								
CITY/COUNTY-SHARED REVENUE	270B								
FORREST CTY	2705	954			1,908			11450	11450
-----		-----	-----	-----	-----	-----	-----	-----	-----
CITY/COUNTY-SHARED REVENUE		954			1,908			11450	11450
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
SAVINGS ACCOUNT/MMA	3405	8	24	300	17	47	276	100	53
-----		-----	-----	-----	-----	-----	-----	-----	-----
INTEREST EARNINGS		8	24	300	17	47	276	100	53
-----		-----	-----	-----	-----	-----	-----	-----	-----
MISCELLANEOUS		8	24	300	17	47	276	100	53
TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F TAX COLLECTORS-GPT	3800 27	954			1,908			11450	11450
T/F TIF CONSTRUCTION	3800 91								
-----		-----	-----	-----	-----	-----	-----	-----	-----
TRANSFERS FROM OTHER		954			1,908			11450	11450
-----		-----	-----	-----	-----	-----	-----	-----	-----
TRANSFERS		954			1,908			11450	11450
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
BOND PREMIUM	3913								
ACCRUED INTEREST	3915								
-----		-----	-----	-----	-----	-----	-----	-----	-----
SALE OF BONDS									
REFUND & RECOVERY	3965								
-----		-----	-----	-----	-----	-----	-----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	873			1,747			10482	10482
-----		-----	-----	-----	-----	-----	-----	-----	-----
BEGINNING CASH BALANCE		873			1,747			10482	10482
-----		-----	-----	-----	-----	-----	-----	-----	-----
REVENUES		2,790	24		5,580	47		33482	33435

CITY OF HATTIESBURG

REVENUE REPORT

12/02/19

ALL FUNDS

2 MONTHS ENDING 11/30/19

		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVENUE	270B								
FORREST COUNTY	2705								

CITY/COUNTY-SHARED RE									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		3			3			3-
OTHER INTEREST	3407								
TREASURY NOTES	3409								

INTEREST EARNINGS			3			3			3-

MISCELLANEOUS			3			3			3-
TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F GENERAL FUND-SALES	3800 01	6,771			13,543			81259	81259
T/F TAX COLLECTORS-GPT	3800 27								
T/F ELAM ARMS TIF CONS	3800 91		146433			146433			146433-

TRANSFERS FROM OTHER		6,771	146433	2162	13,543	146433	1081	81259	65174-

TRANSFERS		6,771	146433	2162	13,543	146433	1081	81259	65174-
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								

NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	5,180			10,361			62168	62168

BEGINNING CASH BALANCE		5,180			10,361			62168	62168

REVENUES		11,952	146436	1225	23,905	146436	612	143427	3009-

CITY OF HATTIESBURG

REVENUE REPORT

12/02/19

ALL FUNDS

2 MONTHS ENDING 11/30/19

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
FHWA-STORM RELATED	2323								
EDA GRANT-LAMAR BLVD	2333								
FEMA RELIEF	2337		5,937		11,875			71250	71250
	-----		-----	----	-----	-----	----	-----	-----
FEDERAL GRANTS			5,937		11,875			71250	71250
STATE GRANTS	250B								
STATE BOND FDS	2501								
STATE BOND FDS/GORDON	2501 01								
STATE BOND FDS/GORDON	2501 02								
STATE BOND FDS/LLT EDW	2501 03								
	-----		-----	----	-----	-----	----	-----	-----
STATE BOND FDS									
GORDON CRK PATH/PAT HAR	2502								
GORDON CRK SDWLKS/HBURG	2503								
GULF SETTLEMENT-HARDY S	2504								
GULF SETTLEMENT-38TH AV	2505								
MDIP-HBRG CLINIC ACCESS	2530								
WEATHERSBY ROAD	2533								
MDOT-MPO GRANT	2555								
MDOT-BONHOMIE/TATUM SI	2555 01								
MDOT-TRAFFIC SIGNALS	2555 02								
MDOT-NEW TARGET	2555 03								
MDOT-#1 HARDY ST WIDEN	2555 04								
MDOT-LLT-US 49 TO MAIN	2555 05								
MDOT-#2 HARDY ST WIDEN	2555 06								
MDOT-TRAF SIGNAL-SO.PO	2555 07								
MDOT-ARRA-PINE B'WAY T	2555 08								
MDOT-SIDEWALKS-SCHOOLS	2555 09								
MDOT-WESTERN BELTWAY	2555 10								
MDOT-RAILROAD CROSSING	2555 11								
MDOT-FUTURE PROJECT	2555 12								
MDOT-B'WAY,MOBILE TE	2555 13								
MDOT-34TH AVE TE	2555 14								
MDOT-4TH ST PHASE I	2555 15								
MDOT-4TH ST PHASE II	2555 16		6,666		13,333			80000	80000
MDOT-MARTIN LUTHER KIN	2555 17								
MDOT-SIDEWALKS-HAWKINS	2555 18								
MDOT-SIDEWALKS-TUSCAN	2555 19								
MDOT-LLT DEPOT TO CHAI	2555 20								
MDOT-J ED TURNER BIKE	2555 21								
MDOT-COUNTRY CLUB RD I	2555 22		36,666		73,333			440000	440000
MDOT-38TH AVE IMPR	2555 23		26,666		53,333			320000	320000
MDOT-INNSWOOD	2555 24		12,333		24,667			148000	148000

NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	199,927			399,856			2399133	2399133
		-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC		199,927			399,856			2399133	2399133
		-----	-----	----	-----	-----	----	-----	-----
REVENUES		530,927	11900	2	1,061,856	25581	2	6371133	6345552

CITY OF HATTIESBURG
REVENUE REPORT
ALL FUNDS

12/02/19

2 MONTHS ENDING 11/30/19

		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
UMTA-MASS TRANS-OPER.C/	2340	49,263	68975	140	98,528	111165	112	591166	480001
UMTA-MASS TRANS-CAPTL.	2341	68,296			136,593	495		819556	819061
UMTA-MASS TRANS-PLANNIN	2342								
UMTA-MASS TRANS-P/Y	2343								
UMTA-MASS TRANS-PREV.C/	2344	20,249	20604	101	40,499	104286	257	242995	138709
ARRA-MASS TRANS	2345								
JARC-MASS TRANS	2346	3,597	3256	90	7,195	8771	121	43169	34398
TRANSIT FACILITY RENOV-	2347 01	4,949			9,899			59394	59394
TRANSIT FACILITY RENOV-	2347 02	32,351			64,703	90		388216	388126
	-----	-----	-----	----	-----	-----	----	-----	-----
FEDERAL GRANTS		178,708	92835	51	357,416	224807	62	2144496	1919689
STATE GRANTS	250B								
MDOT GRANT (PLANNING/CAP	2555								
	-----	-----	-----	----	-----	-----	----	-----	-----
STATE GRANTS									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	83			167			1000	1000
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS		83			167			1000	1000
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-OTHER	3469								
	-----	-----	-----	----	-----	-----	----	-----	-----
CONTRIBUTIONS-PRIVAT									
MASS TRANSIT CHARGES	3520								
BUS FARES-FIXED ROUTES	3525	2,833	2080	73	5,667	4540	80	34000	29460
BUS FARES-DEMAND RES-D	3527								
BUS FARES-USM ROUTE	3530	20,166			40,333			242000	242000
ADVERTISING	3535	208			417	244	58	2500	2256
MISC. CHARGES & FEES	3540								
	-----	-----	-----	----	-----	-----	----	-----	-----
MASS TRANSIT CHARGES		23,208	2080	8	46,417	4784	10	278500	273716
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS		23,291	2080	8	46,583	4784	10	279500	274716
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01	57,591	400000	694	115,183	400000	347	691096	291096
T/F TAX COLLECTORS-GPT	3800 27	18,750	5623	29	37,500	7537	20	225000	217463
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR		76,341	405623	531	152,683	407537	266	916096	508559
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		76,341	405623	531	152,683	407537	266	916096	508559

NON-REVENUE RECEIPTS	390A								
SALE OF EQUIPMENT	3940								
SALE OF SCRAP MATERIAL	3943								
VENDING COMM./REFUNDS	3964								
REFUND & RECOVERY	3965								
RECOVERY OF DAMAGE CLAI	3967								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	39,244			78,489			470934-	470934-
BEGINNING CASH BALANC		39,244			78,489			470934-	470934-
REVENUES		239,096	500539	209	478,193	637128	133	2869158	2232030

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.....CURRENT.....			YEAR-TO-DATE.....		
ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV

[illegible]

RENTS AND ROYALTIES		3,750	2205	58	7,500	2205	29	45000	42795
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-USA YEAST SWR	3461								
-----		-----	-----	----	-----	-----	----	-----	-----
CONTRIBUTIONS-PRIVAT									
-----		-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS		3,875	6984	180	7,750	10834	139	46500	35666
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
T/F WATER & SEWER O &	3800 09								
T/F WATER & SEWER B&I	3800 10								
T/F WATER & SEWER	3800 11	302,050	214219	70	604,100	562881	93	3624600	3061719
T/F W & S CONTINGENCY	3800 17								
T/F COM.DEV.BLK.GRANT	3800 82								
T/F INDUSTRIAL PARK DE	3800 87								
-----		-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR		302,050	214219	70	604,100	562881	93	3624600	3061719
-----		-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		302,050	214219	70	604,100	562881	93	3624600	3061719
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
CAPITAL LEASE PROCEEDS	3970								
NOTE PROCEEDS	3975								
SRF LOAN PROCEEDS-#1	3980								
SRF LOAN PROCEEDS-#2	3985								
SRF LOAN PROCEEDS-#3	3987								
-----		-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	217,895			435,792			2614750	2614750
-----		-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC		217,895			435,792			2614750	2614750
-----		-----	-----	----	-----	-----	----	-----	-----
REVENUES		553,489	221203	39	1,106,979	929741	83	6641875	5712134

RECOVERY OF DAMAGE CLAI	3967								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	34,988			69,977			419864	419864
BEGINNING CASH BALANC		34,988			69,977			419864	419864
REVENUES		85,538	2701	3	171,077	6312	3	1026464	1020152

12/02/19

[illegible]

CDBG-ENT.-DEMOLITION	2391	DEM						
CDBG-ENT.-EMER.REHAB.	2391	ER						
CDBG-ENT.-FULL REHAB.	2391	FR	6,716		13,433		80600	80600
CDBG-ENT.-HOMELESS/SP	2391	HL/SP						
CDBG-ENT.-HOUSING PROG	2391	HP						
CDBG-ENT.-MICRO ENTERP	2391	ME						
CDBG-ENT.-NEIGHBORHD G	2391	NG						
CDBG-ENT.-PROJECT DELI	2391	PD						
CDBG-ENT. PUBLIC FACIL	2391	PF	18,750		37,500		225000	225000
CDBG-ENT.-PUBLIC SERVI	2391	PS						
-----			-----	-----	-----	-----	-----	-----
CDBG-ENTITLEMENT-201			25,466		50,933		305600	305600
HOME ENTITLEMENT-2018	2393							
HOME ENTIT-ADMINISTRAT	2393	ADM						
HOME ENTIT-AFFORD.HOUS	2393	AH						
HOME ENTIT-CHDO SETASI	2393	CHDOSA	3,973		7,947		47679	47679
HOME ENTIT-DWNPYMNT AS	2393	DA	4,166		8,333		50000	50000
HOME ENTIT-FULL REHAB.	2393	FR	17,008		34,017		204099	204099
HOME ENTIT-HOUSING PRO	2393	HP						
-----			-----	-----	-----	-----	-----	-----
HOME ENTITLEMENT-201			25,148		50,296		301778	301778
CDBG-ENTITLEMENT-2018	2395							
CDBG-ENT.-ADMINISTRATI	2395	ADM						
CDBG-ENT.-DEMOLITION	2395	DEM						
CDBG-ENT.-DRAINAGE	2395	DRG						
CDBG-ENT.-EATON SCHOOL	2395	EAT						
CDBG-ENT.-EMER.REHAB.	2395	ER	8,333		16,667	2325	13	100000
CDBG-ENT.-FULL REHAB.	2395	FR	21,840		43,681			97675
CDBG-ENT.-HOMELESS/SP	2395	HL/SP						262087
CDBG-ENT.-HOUSING PROG	2395	HP						262087
CDBG-ENT.-MICRO ENTERP	2395	ME						
CDBG-ENT.-NEIGHBORHD G	2395	NG						
CDBG-ENT.-PROJECT DELI	2395	PD						
CDBG-ENT.-PLANNING	2395	PL						
CDBG-ENT.-PUBLIC SERVI	2395	PS						
-----			-----	-----	-----	-----	-----	-----
CDBG-ENTITLEMENT-201			30,173		60,348	2325	3	362087
HOME ENTITLEMENT-2019	2397							359762
HOME ENTIT-ADMINISTRAT	2397	ADM	2,369		4,738			28429
HOME ENTIT-AFFORD.HOUS	2397	AH						28429
HOME ENTIT-CHDO ADMIN	2397	CHDOAD						
HOME ENTIT-CHDO SETASI	2397	CHDOSA	3,553		7,108			42645
HOME ENTIT-DOWNPAYMENT	2397	DA	4,166		8,333			50000
HOME ENTIT-DA RECAPTUR	2397	DAR						50000
HOME ENTIT-FULL REHAB.	2397	FR						
HOME ENTIT-HOUSING PRO	2397	HP	13,601		27,204			163222
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HOME ENTITLEMENT-201			23,691		47,383			284296
CDBG-ENTITLEMENT-2019	2399							284296
CDBG-ENT.-ADMINISTRATI	2399	ADM	9,356		18,714			112283
CDBG-ENT.-BRADY ST SEW	2399	BSS						112283
CDBG-ENT.-DEMOLITION	2399	DEM						

CDBG-ENT.-DRAINAGE	2399	DRG						
CDBG-ENT.-EATON SCHOOL	2399	EAT						
CDBG-ENT.-EMER.REHAB.	2399	ER						
CDBG-ENT.-FULL REHAB.	2399	FR						
CDBG-ENT.-HOUSING PROG	2399	HP	28,261		56,522		339134	339134
CDBG-ENT.-NEIGHBORHD G	2399	NG						
CDBG-ENT.-PROJECT DELI	2399	PD	9,166		18,333		110000	110000
CDBG-ENT.-PLANNING	2399	PL						
CDBG-ENT.-PRVO	2399	PRVO						
CDBG-ENT.-PUBLIC SERVI	2399	PS						
CDBG-ENT.-SIDEWALKS	2399	SWLK						
			-----	----	-----	----	-----	-----
CDBG-ENTITLEMENT-201			46,784		93,570		561417	561417
CDBG-ENTITLEMENT-2000	2401							
CDBG-ENT.-ADMINISTRATI	2401	ADM						
CDBG-ENT.-DEMOLITION	2401	DEM						
CDBG-ENT.-DRAINAGE	2401	DRG						
CDBG-ENT.-EMER.REHAB.	2401	ER						
CDBG-ENT.-FACADE PROG	2401	FAC						
CDBG-ENT.-FULL REHAB.	2401	FR						
CDBG-ENT.-NEIGHBORHD G	2401	NG						
CDBG-ENT.-PUBLIC SERVI	2401	PS						
CDBG-ENT.-SIDEWALKS	2401	SWLK						
			-----	----	-----	----	-----	-----
CDBG-ENTITLEMENT-200								
HOME ENTITLEMENT-2000	2402							
HOME ENTIT-AFFORD.HOUS	2402	AH						
HOME ENTIT-CHDO ADMIN	2402	CHDOAD						
HOME ENTIT-CHDO SETASI	2402	CHDOSA						
HOME ENTIT-DOWNPAYMENT	2402	DA						
HOME ENTIT-FULL REHAB.	2402	FR						
			-----	----	-----	----	-----	-----
HOME ENTITLEMENT-200								
CDBG-ENTITLEMENT-2001	2403							
CDBG-ENT.-ADMINISTRATI	2403	ADM						
CDBG-ENT.-DEMOLITION	2403	DEM						
CDBG-ENT.-DRAINAGE	2403	DRG						
CDBG-ENT.-EATON SCHOOL	2403	EAT						
CDBG-ENT.-EMER.REHAB.	2403	ER						
CDBG-ENT.-FACADE PROG	2403	FAC						
CDBG-ENT.-FULL REHAB.	2403	FR						
CDBG-ENT.-D/T LIGHTING	2403	LIGHT						
CDBG-ENT.-PLANNING	2403	PL						
CDBG-ENT.-PUBLIC SERVI	2403	PS						
CDBG-ENT.-SIDEWALKS	2403	SWLK						
			-----	----	-----	----	-----	-----
CDBG-ENTITLEMENT-200								
HOME ENTITLEMENT-2001	2404							
HOME ENTIT-ADMINISTRAT	2404	ADM						
HOME ENTIT-AFFORD.HOUS	2404	AH						
HOME ENTIT-CHDO ADMIN	2404	CHDOAD						
HOME ENTIT-CHDO SETASI	2404	CHDOSA						

HOME ENTIT-DOWNPAYMENT	2404	DA						
HOME ENTIT-FULL REHAB.	2404	FR						

HOME ENTITLEMENT-200								
HOME ENTITLEMENT-2002	2406							
HOME ENTIT-ADMINISTRAT	2406	ADM						
HOME ENTIT-AFFORD.HOUS	2406	AH						
HOME ENTIT-CHDO OPERAT	2406	CHDO						
HOME ENTIT-DOWNPAYMENT	2406	DA						
HOME ENTIT-FULL REHAB.	2406	FR						
HOME ENTIT-HOME BUYER	2406	HBE						
HOME ENTIT	2406	HE						

HOME ENTITLEMENT-200								
CDBG-ENTITLEMENT-2002	2407							
CDBG-ENT.-ADMINISTRATI	2407	ADM						
CDBG-ENT.-ADMIN/EMER R	2407	ADMER						
CDBG-ENT.-ADMIN/FULL R	2407	ADMFR						
CDBG ENT.-CHDO OPERATI	2407	CHDO						
CDBG-ENT.-DEMOLITION	2407	DEM						
CDBG-ENT.-DRAINAGE	2407	DRG						
CDBG-ENT.-EATON SCHOOL	2407	EAT						
CDBG-ENT.-EMER.REHAB.	2407	ER						
CDBG-ENT.-FACADE PROG	2407	FAC						
CDBG-ENT.-FULL REHAB.	2407	FR						
CDBG-ENT.-PLANNING	2407	PL						
CDBG-ENT.-PUBLIC SERVI	2407	PS						

CDBG-ENTITLEMENT-200								
HOME ENTITLEMENT-2003	2408							
HOME ENTIT-ADMINISTRAT	2408	ADM						
HOME ENTIT-AFFORD.HOUS	2408	AH						
HOME ENTIT-CHDO OPERAT	2408	CHDO						
HOME ENTIT-DOWNPAYMENT	2408	DA						
HOME ENTIT-FULL REHAB.	2408	FR						
HOME ENTIT-REHAB.SUBRE	2408	RSC						

HOME ENTITLEMENT-200								
CDBG-ENTITLEMENT-2003	2409							
CDBG-ENT.-ADMINISTRATI	2409	ADM						
CDBG-ENT.-ADMIN/EMER R	2409	ADMER						
CDBG-ENT.-ADMIN/FULL R	2409	ADMFR						
CDBG-ENT.-ADMIN/PUBLIC	2409	ADMPS						
CDBG-ENT.-DEMOLITION	2409	DEM						
CDBG-ENT.-EMER ALERT P	2409	EAP						
CDBG-ENT.-EMER.REHAB.	2409	ER						
CDBG-ENT.-FACADE PROG	2409	FAC						
CDBG-ENT.-FULL REHAB.	2409	FR						
CDBG-ENT.-MICRO LOAN P	2409	MLP						
CDBG-ENT.-PLANNING	2409	PL						
CDBG-ENT.-PUBLIC SERVI	2409	PS						
CDBG-ENT.-REHAB.SUBREC	2409	RSC						

CDBG-ENT.-WORLD CHANGE	2409	WC						

CDBG-ENTITLEMENT-200								
HOME ENTITLEMENT-2004	2410							
HOME ENTIT-ADMINISTRAT	2410	ADM						
HOME ENTIT-AFFORD.HOUS	2410	AH						
HOME ENTIT-CHDO SETASI	2410	CHDOS						
HOME ENTIT-DOWNPAYMENT	2410	DA						
HOME ENTIT-FULL REHAB.	2410	FR						
HOME ENTIT-REHAB.SUBRE	2410	RSC						

HOME ENTITLEMENT-200								
CDBG-ENTITLEMENT-2004	2411							
CDBG-ENT.-ADMINISTRATI	2411	ADM						
CDBG-ENT.-ADMIN/FULL R	2411	ADMFR						
CDBG-ENT.-ADMIN/HSG RE	2411	ADMHR						
CDBG-ENT.-ADMIN/PUBLIC	2411	ADMPS						
CDBG-ENT.-DEMOLITION	2411	DEM						
CDBG-ENT.-EMER ALERT P	2411	EAP						
CDBG-ENT.-ENGINEERING	2411	EP						
CDBG-ENT.-FACADE PROG	2411	FAC						
CDBG-ENT.-FULL REHAB.	2411	FR						
CDBG-ENT.-HOUSING REPR	2411	HR						
CDBG-ENT.-PLANNING	2411	PL						
CDBG-ENT.-WORLD CHANGE	2411	WC						

CDBG-ENTITLEMENT-200								
HOME ENTITLEMENT-2005	2412							
HOME ENTIT-ADMINISTRAT	2412	ADM						
HOME ENTIT-AFFORD.HOUS	2412	AH						
HOME ENTIT-CHDO OPERAT	2412	CHDO						
HOME ENTIT-DOWNPAYMENT	2412	DA						
HOME ENTIT-FULL REHAB.	2412	FR						
HOME ENTIT-HOUSING REH	2412	HR						
HOME ENTIT-REHAB.SUBRE	2412	RSC						

HOME ENTITLEMENT-200								
CDBG-ENTITLEMENT-2005	2413							
CDBG-ENT.-ADMINISTRATI	2413	ADM						
CDBG-ENT.-ADMIN/FULL R	2413	ADMFR						
CDBG-ENT.-ADMIN/HSG RE	2413	ADMHR						
CDBG-ENT.-ADMIN/PUBLIC	2413	ADMPS						
CDBG-ENT.-DEMOLITION	2413	DEM						
CDBG-ENT.-ENGINEERING	2413	EP						
CDBG-ENT.-FACADE PROG	2413	FAC						
CDBG-ENT.-FULL REHAB.	2413	FR						
CDBG-ENT.-HOUSING REPR	2413	HR						
CDBG-ENT.-PLANNING	2413	PL						
CDBG-ENT.-PUBLIC SERVI	2413	PS						
CDBG-ENT.-WORLD CHANGE	2413	WC						

CDBG-ENTITLEMENT-200								

HOME ENTITLEMENT-2006	2414	
HOME ENTIT-ADMINISTRAT	2414	ADM
HOME ENTIT-AFFORD.HOUS	2414	AH
HOME ENTIT-CHDO ADMIN	2414	CHDO
HOME ENTIT-CHDO SETASI	2414	CHDOSA
HOME ENTIT-DOWNPAYMENT	2414	DA
HOME ENTIT-HOUSING REH	2414	HR

HOME ENTITLEMENT-200		
CDBG-ENTITLEMENT-2006	2415	
CDBG-ENT.-ADMINISTRATI	2415	ADM
CDBG-ENT.-ADMIN/FULL R	2415	ADMFR
CDBG-ENT.-ADMIN/HSG RE	2415	ADMHR
CDBG-ENT.-ADMIN/PUBLIC	2415	ADMPS
CDBG-ENT.-DEMOLITION	2415	DEM
CDBG-ENT.-DRAINAGE	2415	DRG
CDBG-ENT.-ENGINEERING	2415	EP
CDBG-ENT.-FACADE PROG	2415	FAC
CDBG-ENT.-FULL REHAB.	2415	FR
CDBG-ENT.-HOUSING REPR	2415	HR
CDBG-ENT.-PLANNING	2415	PL
CDBG-ENT.-PUBLIC SERVI	2415	PS
CDBG-ENT.-WORLD CHANGE	2415	WC

CDBG-ENTITLEMENT-200		
HOME ENTITLEMENT-2007	2416	
HOME ENTIT-ADMINISTRAT	2416	ADM
HOME ENTIT-AFFORD.HOUS	2416	AH
HOME ENTIT-CHDO ADMIN	2416	CHDOAD
HOME ENTIT-CHDO SETASI	2416	CHDOSA
HOME ENTIT-DOWNPAYMENT	2416	DA
HOME ENTIT-FULL REHAB.	2416	FR
HOME ENTIT-HOUSING REH	2416	HR
HOME ENTIT-PLANNING	2416	PL

HOME ENTITLEMENT-200		
CDBG-ENTITLEMENT-2007	2417	
CDBG-ENT.-ADMINISTRATI	2417	ADM
CDBG-ENT.-ADMIN/FULL R	2417	ADMFR
CDBG-ENT.-ADMIN/HSG RE	2417	ADMHR
CDBG-ENT.-ADMIN/PUBLIC	2417	ADMPS
CDBG-ENT.-DEMOLITION	2417	DEM
CDBG-ENT.-ENGINEERING	2417	EP
CDBG-ENT.-FACADE PROG	2417	FAC
CDBG-ENT.-FULL REHAB.	2417	FR
CDBG-ENT.-HOUSING REPR	2417	HR
CDBG-ENT.-INFRASTRUC P	2417	IS
CDBG-ENT.-PLANNING	2417	PL
CDBG-ENT.-PUBLIC SERVI	2417	PS
CDBG-ENT.-WORLD CHANGE	2417	WC

CDBG-ENTITLEMENT-200

HOME ENTITLEMENT-2008	2418	
HOME ENTIT-ADMINISTRAT	2418	ADM
HOME ENTIT-AFFORD.HOUS	2418	AH
HOME ENTIT-CHDO ADMIN	2418	CHDOAD
HOME ENTIT-CHDO SETASI	2418	CHDOSA
HOME ENTIT-DOWNPAYMENT	2418	DA
HOME ENTIT-HOUSING REH	2418	HR

HOME ENTITLEMENT-200		
CDBG-ENTITLEMENT-2008	2419	
CDBG-ENT.-ADMINISTRATI	2419	ADM
CDBG-ENT.-ADMIN/FULL R	2419	ADMFR
CDBG-ENT.-ADMIN/HSG RE	2419	ADMHR
CDBG-ENT.-ADMIN/PUBLIC	2419	ADMPS
CDBG-ENT.-BLUE ROOFS	2419	BR
CDBG-ENT.-DEMOLITION	2419	DEM
CDBG-ENT.-DOWNTOWN LIG	2419	DL
CDBG-ENT.-DRAINAGE	2419	DRG
CDBG-ENT.-ENGINEERING	2419	EP
CDBG-ENT.-FACADE PROG	2419	FAC
CDBG-ENT.-FULL REHAB.	2419	FR
CDBG-ENT.-HOUSING REPR	2419	HR
CDBG-ENT.-INFRASTRUC P	2419	IS
CDBG-ENT.-PLANNING	2419	PL
CDBG-ENT.-PUBLIC SERVI	2419	PS
CDBG-ENT.-WORLD CHANGE	2419	WC

CDBG-ENTITLEMENT-200		
HOME ENTITLEMENT-2009	2420	
HOME ENTIT-ADMINISTRAT	2420	ADM
HOME ENTIT-AFFORD.HOUS	2420	AH
HOME ENTIT-CHDO ADMIN	2420	CHDO
HOME ENTIT-CHDO SETASI	2420	CHDOSA
HOME ENTIT-DOWNPAYMENT	2420	DA
HOME ENTIT-HOUSING REH	2420	HR
HOME ENTIT-RECONS-SA P	2420	RECSA

HOME ENTITLEMENT-200		
CDBG-ENTITLEMENT-2009	2421	
CDBG-ENT.-ADMINISTRATI	2421	ADM
CDBG-ENT.-ADM DISABIL	2421	ADMDA
CDBG-ENT.-ADMIN/FULL R	2421	ADMFR
CDBG-ENT.-ADMIN/HSG RE	2421	ADMHR
CDBG-ENT.-ADMIN/PUBLIC	2421	ADMPS
CDBG-ENT.-DEMOLITION	2421	DEM
CDBG-ENT.-DOWNTOWN LIG	2421	DL
CDBG-ENT.-ENGINEERING	2421	EP
CDBG-ENT.-FACADE PROG	2421	FAC
CDBG-ENT.-FACILITIES	2421	FC
CDBG-ENT.-FULL REHAB.	2421	FR
CDBG-ENT.-HOUSING REPR	2421	HR
CDBG-ENT.-INFRASTRUC P	2421	IS

CDBG-ENT.-PLANNING	2421	PL					
CDBG-ENT.-PUBLIC SERVI	2421	PS					
CDBG-ENT.-WORLD CHANGE	2421	WC					

CDBG-ENTITLEMENT-200							
HOME ENTITLEMENT-2010	2422						
HOME ENTIT-ADMINISTRAT	2422	ADM					
HOME ENTIT-CHDO ADMIN	2422	CHDO					
HOME ENTIT-CHDO SETASI	2422	CHDOSA					
HOME ENTIT-DWNPYMNT AS	2422	DA					
HOME ENTIT-FULL REHAB	2422	FR					

HOME ENTITLEMENT-201							
CDBG-ENTITLEMENT-2010	2423						
CDBG-ENT.-ADMINISTRATI	2423	ADM					
CDBG-ENT.-ADM DISABIL	2423	ADMDISAD					
CDBG-ENT.-DEMOLITION	2423	DEM					
CDBG-ENT.-FACADE PROG	2423	FAC					
CDBG-ENT.-HOUSING REPR	2423	HR					
CDBG-ENT.-INFRASTRUC P	2423	IS					
CDBG-ENT.-PROJECT DELI	2423	PD					
CDBG-ENT.-PUBLIC SERVI	2423	PS					

CDBG-ENTITLEMENT-201							
HOME ENTITLEMENT-2011	2424						
HOME ENTIT-ADMINISTRAT	2424	ADM					
HOME ENTIT-CHDO SETASI	2424	CHDOSA					
HOME ENTIT-HOUSING PRO	2424	HP					

HOME ENTITLEMENT-201							
CDBG-ENTITLEMENT-2011	2425						
CDBG-ENT.-ADMINISTRATI	2425	ADM					
CDBG-ENT.-ADM DISABIL	2425	ADMDISAD					
CDBG-ENT.-DEMOLITION	2425	DEM					
CDBG-ENT.-HOUSING REPR	2425	HR					
CDBG-ENT.-INFRASTRUC P	2425	IS					
CDBG-ENT.-MICROENT PRO	2425	MA					
CDBG-ENT.-PROJ DELIVER	2425	PD					
CDBG-ENT.-PUBLIC SERVI	2425	PS					

CDBG-ENTITLEMENT-201							
HOME ENTITLEMENT-2012	2426						
HOME ENTIT-ADMINISTRAT	2426	ADM					
HOME ENTIT-CHDO SETASI	2426	CHDOSA	83		168	1007	1007
HOME ENTIT-HOUSING PRO	2426	HP					

HOME ENTITLEMENT-201							
			83		168	1007	1007
CDBG-ENTITLEMENT-2012	2427						
CDBG-ENT.-ADMINISTRATI	2427	ADM					
CDBG-ENT.-DEMOLITION	2427	DEM					
CDBG-ENT.-HOUSING PROG	2427	HP					
CDBG-ENT.-MICROENT PRO	2427	MA					

CDBG-ENT.-PROJECT DELI	2427	PD					
CDBG-ENT.-PUBLIC SERVI	2427	PS					

CDBG-ENTITLEMENT-201							
HOME ENTITLEMENT-2013	2428						
HOME ENTIT-ADMINISTRAT	2428	ADM					
HOME ENTIT-CHDO SETASI	2428	CHDOSA	592		1,185	7112	7112
HOME ENTIT-DWNPYMNT AS	2428	DA					
HOME ENTIT-HOUSING PRO	2428	HP					

HOME ENTITLEMENT-201			592		1,185	7112	7112
CDBG-ENTITLEMENT-2013	2429						
CDBG-ENT.-ADMINISTRATI	2429	ADM					
CDBG-ENT.-DEMOLITION	2429	DEM					
CDBG-ENT.-HOMELESS/SP	2429	HL/SP					
CDBG-ENT.-HOUSING PROG	2429	HP					
CDBG-ENT.-MICROENT PRO	2429	MA					
CDBG-ENT.-PROJECT DELI	2429	PD					
CDBG-ENT.-PUBLIC SERVI	2429	PS					

CDBG-ENTITLEMENT-201							
HOME ENTITLEMENT-2014	2430						
HOME ENTIT-ADMINISTRAT	2430	ADM					
HOME ENTIT-CHDO SETASI	2430	CHDOSA	2,948		5,897	35381	35381
HOME ENTIT-DOWNPAYMENT	2430	DA					
HOME ENTIT-HOUSING PRO	2430	HP	361		724	4341	4341

HOME ENTITLEMENT-201			3,310		6,620	39722	39722
CDBG-ENTITLEMENT-2014	2431						
CDBG-ENT.-ADMINISTRATI	2431	ADM					
CDBG-ENT.-DEMOLITION	2431	DEM					
CDBG-ENT.-HOUSING PROG	2431	HP					
CDBG-ENT.-PROJECT DELI	2431	PD					
CDBG-ENT.-PUBLIC FACIL	2431	PFI					
CDBG-ENT.-PUBLIC SERVI	2431	PS					

CDBG-ENTITLEMENT-201							
HOME ENTITLEMENT-2015	2432						
HOME ENTIT-ADMINISTRAT	2432	ADM					
HOME ENTIT-CHDO SETASI	2432	CHDOSA	1,768		3,537	21224	21224
HOME ENTIT-DWNPYMNT AS	2432	DA					
HOME ENTIT-HOUSING PRO	2432	HP					

HOME ENTITLEMENT-201			1,768		3,537	21224	21224
CDBG-ENTITLEMENT-2015	2433						
CDBG-ENT.-ADMINISTRATI	2433	ADM					
CDBG-ENT.-DEMOLITION	2433	DEM					
CDBG-ENT.-FACADE PROG	2433	FAC					
CDBG-ENT.-HOMELESS/SP	2433	HL/SP					
CDBG-ENT.-HOUSING PROG	2433	HP	2,971		5,943	35658	35658
CDBG-ENT.-MICRO ENTERP	2433	ME					
CDBG-ENT.-PROJECT DELI	2433	PD					

CDBG-ENT.-PUBLIC FACIL	2433	PFI						
CDBG-ENT.-PUBLIC SERVI	2433	PS						
CDBG-ENTITLEMENT-201			2,971		5,943		35658	35658
HOME REVOLVING LOANS	2495							
MDA AM DREAM D/P (ADDI)	2497							
MISCELLANEOUS GRANTS	2740							
SALVATION ARMY	2740	04						
SAVINGS ACCOUNT/MMA	3405			3		6		6-
MISCELLANEOUS GRANTS				3		6		6-
FEDERAL GRANTS			193,221	3	386,442	2331	2318652	2316321
TRANSFERS	380A							
TRANSFERS FROM OTHR FND	3800							
T/F GENERAL FUND	3800	01	2,982		5,966		35795	35795
T/F WATER & SEWER O &	3800	09						
T/F MUN.ROAD & BRIDGE	3800	72						
TRANSFERS FROM OTHR			2,982		5,966		35795	35795
TRANSFERS			2,982		5,966		35795	35795
NON-REVENUE RECEIPTS	390A							
REFUND & RECOVERY	3965							
NON-REVENUE RECEIPTS								
BEGINNING CASH BALANCE	399A							
APPROPRIABLE FUND BALAN	3999		14,706		29,412		176472-	176472-
BEGINNING CASH BALANC			14,706		29,412		176472-	176472-
REVENUES			181,497	3	362,996	2331	2177975	2175644

CITY OF HATTIESBURG

REVENUE REPORT

12/02/19

ALL FUNDS

2 MONTHS ENDING 11/30/19

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
LAND & WATER CONSERVATI	2351	10,000			20,000			120000	120000
		-----	-----	----	-----	-----	----	-----	-----
FEDERAL GRANTS		10,000			20,000			120000	120000
STATE GRANTS	250B								
MS DEPT OF HEALTH-RECRE	2502								
		-----	-----	----	-----	-----	----	-----	-----
STATE GRANTS									
STATE-SHARED REVENUE	260B								
SALES TAX-MOTEL	2605	26,500	29341	110	53,000	63312	119	318000	254688
SALES TAX-FOOD & BEVERA	2607	223,333	188965	84	446,667	393121	88	2680000	2286879
		-----	-----	----	-----	-----	----	-----	-----
STATE-SHARED REVENUE		249,833	218306	87	499,667	456433	91	2998000	2541567
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
SAVINGS ACCOUNT/MMA	3405		14			23			23-
		-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS			14			23			23-
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455								
		-----	-----	----	-----	-----	----	-----	-----
CONTRIBUTIONS-PUBLIC									
		-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS			14			23			23-
NON-REVENUE RECEIPTS	390A								
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	22,292			44,585			267512	267512
		-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC		22,292			44,585			267512	267512
		-----	-----	----	-----	-----	----	-----	-----
REVENUES		282,126	218319	77	564,252	456456	80	3385512	2929056

12/02/19

2 MONTHS ENDING 11/30/19

			CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200									
OTHER PERMITS & FEES	2230									
MISC. PERMITS & FEES	2299									
	-----		-----	-----	----	-----	-----	----	-----	-----
OTHER PERMITS & FEES										
FEDERAL GRANTS	230B									
EDA GRANT-MASTER PLAN	2333									
EDA GRANT-OWENS/ILL PRO	2338									
	-----		-----	-----	----	-----	-----	----	-----	-----
FEDERAL GRANTS										
STATE GRANTS	250B									
OWENS/ILL PROJ-RR SPUR	2541									
USA YEAST PROJ-RR SPUR	2542									
	-----		-----	-----	----	-----	-----	----	-----	-----
STATE GRANTS										
MISCELLANEOUS	340A									
INTEREST EARNINGS	3400									
CERTIFICATES OF DEPOSIT	3402									
SAVINGS ACCOUNT/MMA	3405			1016			1994			1994-
TREASURY NOTES	3409									
	-----		-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS				1016			1994			1994-
RENTS AND ROYALTIES	3410									
LAND	3411									
LAMAR OUTDOOR ADVERTISING	3411 05									
	-----		-----	-----	----	-----	-----	----	-----	-----
LAND										
BUILDING	3412									
RAIL SPUR MAINTENANCE	3412 09									
BROWN BOTTLING (PEPSI)	3412 10									
L&S REALTORS	3412 11									
KOHLER	3412 17									
JPM OF MS., INC.	3412 20									
SUNBEAM/OSTER	3412 23									
	-----		-----	-----	----	-----	-----	----	-----	-----
BUILDING										
	-----		-----	-----	----	-----	-----	----	-----	-----
RENTS AND ROYALTIES										
CONTRIBUTIONS-PUBLIC	3450									
CONTRIBUTIONS-FORREST	3455									
CONTRIBUTIONS-CITY	3456									
CONTRIBUTIONS-ADP	3457									
CONTRIBUTIONS-PRVEPA	3458									
	-----		-----	-----	----	-----	-----	----	-----	-----
CONTRIBUTIONS-PUBLIC										
	-----		-----	-----	----	-----	-----	----	-----	-----

MISCELLANEOUS		1016		1994		1994-
TRANSFERS	380A					
TRANSFERS FROM OTHR FND	3800					
	-----	-----	----	-----	----	-----
TRANSFERS						
NON-REVENUE RECEIPTS	390A					
SALE OF BONDS	3910					
BOND PROCEEDS	3912					
ACCRUED INTEREST	3915					
OTHER BOND INCOME	3919					
CAP STATE LOAN'96-CIT	3919 CSL96C					
CAP STATE LOAN'96-FOR	3919 CSL96F					
CAP STATE LOAN'97-CIT	3919 CSL97C					
CAP STATE LOAN'97-FOR	3919 CSL97F					
MBIA BONDS	3919 MBIA					
	-----	-----	----	-----	----	-----
OTHER BOND INCOME						
	-----	-----	----	-----	----	-----
SALE OF BONDS						
SALE OF REAL ESTATE	3920					
SALE OF TIMBER	3923					
SALE OF EASEMENTS	3925					
SALE OF MISC. ITEMS	3945					
REFUND & RECOVERY	3965					
	-----	-----	----	-----	----	-----
NON-REVENUE RECEIPTS						
BEGINNING CASH BALANCE	399A					
APPROPRIABLE FUND BALAN	3999					
	-----	-----	----	-----	----	-----
BEGINNING CASH BALANC						
	-----	-----	----	-----	----	-----
REVENUES		1016		1994		1994-

ALL FUNDS

2 MONTHS ENDING 11/30/19

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405 TB					839			839-
SAVINGS ACCOUNT/MMA	3407		26			39			39-
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS			26			878			878-
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS			26			878			878-
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
BOND PREMIUM	3913								
ACCRUED INTEREST	3915								
	-----	-----	-----	----	-----	-----	----	-----	-----
SALE OF BONDS									
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	2,253,526			4,507,054			27042322	27042322
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANCE		2,253,526			4,507,054			27042322	27042322
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		2,253,526	26		4,507,054	878		27042322	27041444

12/02/19

.....CURRENT.....			YEAR-TO-DATE.....		
ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV

UNREALIZED
BALANCE

12/02/19

[illegible]

091091 - TIF CONST-REVENUES

CITY OF HATTIESBURG

REVENUE REPORT

12/02/19

ALL FUNDS

2 MONTHS ENDING 11/30/19

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405					2			2-
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
INTEREST EARNINGS						2			2-
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
MISCELLANEOUS						2			2-
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
BOND PROCEEDS-RIDGE/T	3912 01								
BOND PROCEEDS-MIDTOWN	3912 02								
BOND PROCEEDS-WHISPER	3912 03								
BOND PROCEEDS-HBURG C	3912 04								
BOND PROCEEDS-'19 TUR	3912 05								
BOND PROCEEDS-'19 ELA	3912 06	267,916	3215000	1200	535,833	3215000	600	3215000	
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
BOND PROCEEDS		267,916	3215000	1200	535,833	3215000	600	3215000	
ACCRUED INTEREST	3915								
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
SALE OF BONDS		267,916	3215000	1200	535,833	3215000	600	3215000	
REFUND & RECOVERY	3965								
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
NON-REVENUE RECEIPTS		267,916	3215000	1200	535,833	3215000	600	3215000	
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	25			51			306	306
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
BEGINNING CASH BALANCE		25			51			306	306
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
REVENUES		267,942	3215000	1199	535,884	3215002	599	3215306	304

CITY OF HATTIESBURG

REVENUE REPORT

12/02/19

ALL FUNDS

2 MONTHS ENDING 11/30/19

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405	16,666	15991	95	33,333	34121	102	200000	165879
OTHER INTEREST	3407								
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								

INTEREST EARNINGS		16,666	15991	95	33,333	34121	102	200000	165879

MISCELLANEOUS		16,666	15991	95	33,333	34121	102	200000	165879
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								

SALE OF BONDS									

NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	962,589			1,925,179			11551073	11551073

BEGINNING CASH BALANCE		962,589			1,925,179			11551073	11551073

REVENUES		979,256	15991	1	1,958,512	34121	1	11751073	11716952

CITY OF HATTIESBURG

REVENUE REPORT

12/02/19

ALL FUNDS

2 MONTHS ENDING 11/30/19

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405				2			10	10
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS					2			10	10
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS					2			10	10
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
	-----	-----	-----	----	-----	-----	----	-----	-----
SALE OF BONDS									
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999		5		11			63	63
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANCE			5		11			63	63
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES			6		12			73	73

12/02/19

	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
STATE GRANTS	250B								
STATE BOND FDS/EUREKA S	2501								
ARTS COMMISSION GRANT	2521								
STATE GRANTS									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405								
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
INTEREST EARNINGS									
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455								
CONTRIBUTIONS-PUBLIC									
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-H'BURG. CONV.	3465								
CONTRIB-OTHER	3469								
CONTRIBUTIONS-PRIVATE									
MISCELLANEOUS									
TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F GENERAL FUND	3800 01								
TRANSFERS FROM OTHER									
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
SALE OF BONDS									
REFUND & RECOVERY	3965								
NOTE PROCEEDS	3975								
'19 FIRE STATION CONST	3975 01	341,666			683,333			4100000	4100000
NOTE PROCEEDS		341,666			683,333			4100000	4100000
NON-REVENUE RECEIPTS		341,666			683,333			4100000	4100000
BEGINNING CASH BALANCE	399A								

APPROPRIABLE FUND BALAN 3999	-----	-----	-----	-----	-----	-----	-----
BEGINNING CASH BALANC	-----	-----	-----	-----	-----	-----	-----
REVENUES		341,666		683,333		4100000	4100000

12/02/19

[illegible]

NON-REVENUE RECEIPTS	390A							
SALE OF TIMBER	3923							
SALE OF SCRAP MATERIAL	3943							
SALE OF ZOOLOGICAL ANIM	3949							
REFUND & RECOVERY	3965							
-----		-----	-----	-----	-----	-----	-----	-----
NON-REVENUE RECEIPTS								
BEGINNING CASH BALANCE	399A							
APPROPRIABLE FUND BALAN	3999	188			377		2260	2260
-----		-----	-----	-----	-----	-----	-----	-----
BEGINNING CASH BALANC		188			377		2260	2260
-----		-----	-----	-----	-----	-----	-----	-----
REVENUES		188	5	2	377	10	2	2250

12/02/19

.....CURRENT.....			YEAR-TO-DATE.....		
ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV

[illegible]

105105 - 2013 W&S BOND CONSTR REVENUES

CITY OF HATTIESBURG

REVENUE REPORT

12/02/19

ALL FUNDS

2 MONTHS ENDING 11/30/19

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		1			2			2-
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
T/F 2012 W&S BOND CONS	3800 94								
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS			1			2			2-
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS			1			2			2-
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
	-----	-----	-----	----	-----	-----	----	-----	-----
SALE OF BONDS									
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	47			94			565	565
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANCE		47			94			565	565
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		47	1	2	94	2	2	565	563

107107 - SPEC.SALES TAX REVENUES

CITY OF HATTIESBURG

REVENUE REPORT

12/02/19

ALL FUNDS

2 MONTHS ENDING 11/30/19

		CURRENT.....			YEAR-TO-DATE.....				
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
STATE-SHARED REVENUE	260B								
SALES TAX-MOTEL	2605		177732			237204			237204-
SALES TAX-FOOD & BEVERA	2607		328451			791207			791207-
	-----	-----	-----	----	-----	-----	----	-----	-----
STATE-SHARED REVENUE			506183			1028411			1028411-
NON-REVENUE RECEIPTS	390A								
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES			506183			1028411			1028411-

109109 - GROUP INS.TRUST REVENUES

CITY OF HATTIESBURG

REVENUE REPORT

12/02/19

ALL FUNDS

2 MONTHS ENDING 11/30/19

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNING	3400								
SAVINGS ACCOUNT/MMA	3405		747			1526			1526-
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNING			747			1526			1526-
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS			747			1526			1526-
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR									
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
HOSP.INS.-P/R DISTRIB	3966		421695			843338			843338-
HOSP.INS.-COBRA	3966 01		1866			2645			2645-
HOSP.INS.-UH PHARMACY D	3966 02								
	-----	-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS			423561			845983			845983-
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES			424308			847509			847509-



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Darnelle Larremore

cc: Kermas Eaton, City Clerk

Date: Tuesday, December 17, 2019

Re: Acknowledge receipt of Privilege License Monthly Report for November 2019.
File Number: 2019-383
Minute Book #

Summary

Acknowledge receipt of Privilege Tax License Monthly Report for November 2019

Recommendation Statement

Recommend acknowledgement of Privilege Tax License Monthly Report for November 2019.

Please place this on the December 17, 2019 City Council meeting for consideration.

PRIVILEGE LICENSE MONTHLY REPORT

11/01/2019 TO 11/30/2019

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-08-18-013783	\$112.00		PINE BELT CDJR INC 401 BROADWAY DR HATTIESBURG MS 39401
LIC-08-19-016605	\$45.00		DIAM DIVAZ BEAUTY BAR & SUITES 1307 ADELINE ST HATTIESBURG MS 39401
LIC-09-19-017046	\$45.00		RAIN AIR 6086 HWY 98 WEST STE 8 HATTIESBURG MS 39402
LIC-10-18-014591	\$230.00		HATTIESBURG COCA-COLA BOTTLING CO. 201 COCA-COLA ST HATTIESBURG MS 39402
LIC-10-19-017228	\$45.00		VR DUGGAL LLC 3100 HARDY ST STE 10 HATTIESBURG MS 39401
LIC-10-19-017335	\$45.00		CLIFF'S QUICK LUBE & AUTO REPAIR 6100 HWY 49 HATTIESBURG MS 39401
LIC-10-19-017376	\$45.00		NEEDFUL THINGS 2413 W 4TH ST HATTIESBURG MS 39401
LIC-10-19-017385	\$45.00		AMERICAN AUTO 1500 W PINE ST HATTIESBURG MS 39401
LIC-10-19-017387	\$55.00		THE YARD MIDTOWN 3002 HARDY ST STE 120 HATTIESBURG MS 39401
LIC-10-19-017433	\$55.00		CRONIN FAMILY DENTISTRY, P.A. 112 LAMAR BLVD HATTIESBURG MS 39402
LIC-10-19-017444	\$25.00		TREE OF LIFE CHRISTIAN MINISTRIES 111 BROADWAY DR HATTIESBURG MS 39401
LIC-10-19-017469	\$45.00		MAR'KELLS 102 N 38TH AV STE B HATTIESBURG MS 39401
LIC-11-19-017513	\$50.00		CUSTOMIZED TEES 1000 TURTLE CREEK DR #170 HATTIESBURG MS 39401
LIC-11-19-017544	\$30.00		ANSCO & ASSOCIATES, LLC 5250 TRIANGLE PKWY STE 175 NORCOSS GA 30092
LIC-11-19-017548	\$45.00		TO THE MOON 316 OLD HWY 49 TO BROOKLYN RD BROOKLYN MS 39425

15	\$917.00		

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
--------------------	---------------	----------------	---

LIC-11-19-017480	\$20.00		B & F DISTRIBUTORS, LLC 3203 FERNWAY DRIVE HATTIESBURG MS 39401-0000
LIC-11-19-017482	\$20.00	\$2.40	CLUB XCLUSIVE 2900 HILLSIDE DR HATTIESBURG MS 39401
LIC-11-19-017483	\$15.00	\$7.50	CLUB XCLUSIVE 5729 HIGHWAY 49 HATTIESBURG MS 39401-
LIC-11-19-017484	\$30.00		WESTGATE CLEANERS 108 S 37TH AVENUE HATTIESBURG MS 39401-
LIC-11-19-017485	\$20.00		GLAMOUR NAILS 6111 HIGHWAY 98 40 HATTIESBURG MS 39402
LIC-11-19-017486	\$20.00	\$2.20	MCSWAIN & MYERS 1317 HARDY STREET HATTIESBURG MS 39401-
LIC-11-19-017487	\$20.00	\$2.20	UNLIMITED AUTOMOTIVE ON WHEELS 81 ZACHARY DR HATTIESBURG MS 39402
LIC-11-19-017488	\$20.00	\$4.00	RARE EDITION 3300 FERNWAY DRIVE HATTIESBURG MS 39401-
LIC-11-19-017489	\$20.00	\$2.20	BANANA PEEL, LLC 560 WEATHERSBY ROAD 100 HATTIESBURG MS 39402-
LIC-11-19-017491	\$40.00		IT'S FASHION METRO #7629 5912 HIGHWAY 49 A-1B HATTIESBURG MS
LIC-11-19-017492	\$60.00		WAFFLE HOUSE #235 6512 HIGHWAY 49 N HATTIESBURG MS 39401-
LIC-11-19-017493	\$20.00		CHARLEY'S PHILLY STEAK 1000 TURTLE CREEK DRIVE 310 HATTIESBURG MS 39403
LIC-11-19-017494	\$60.00		WAFFLE HOUSE #665 P O BOX 6450 TAX DEPT NORCROSS GA 30091-0000
LIC-11-19-017495	\$45.00		WAFFLE HOUSE #682 PO BOX 6450 ATTN TAX DEPT NORCROSS GA 30091
LIC-11-19-017496	\$45.00		TOPHER'S ROCK N ROLL GRILL 5252 OLD HWY 11 HATTIESBURG MS 39402
LIC-11-19-017497	\$20.00		QUICK CASH #3040 PO BOX 690 ATTN BRITTANY EATON INDIANOLA MS 38751
LIC-11-19-017498	\$33.00		PINE BELT VETERINARY HOSPITAL 7436 HIGHWAY 49 N HATTIESBURG MS 394020000
LIC-11-19-017499	\$30.00		SUPERTALK MISSISSIPPI 5266 OLD HWY 11 STE 120 HATTIESBURG MS 39402
LIC-11-19-017500	\$30.00		FIRST SOUTHERN BANK 5248 OLD HIGHWAY 11 HATTIESBURG MS 39402

LIC-11-19-017501	\$93.00		COWBOY MALONEY'S ELECTRIC CITY 4700 HARDY STREET J HATTIESBURG MS
LIC-11-19-017502	\$920.00		AUTOZONE #139 305 BROADWAY DRIVE HATTIESBURG MS 39401
LIC-11-19-017503	\$30.00		LAMAR ADVERTISING OF HATTIESBURG 2055 OAK GROVE ROAD HATTIESBURG MS 39403
LIC-11-19-017504	\$20.00		TAYLOR MOTOR SALES, INC 600 BROADWAY DRIVE HATTIESBURG MS 39401
LIC-11-19-017505	\$20.00		DUNBAR REAL ESTATE, INC 610 W PINE STREET HATTIESBURG MS 39401-
LIC-11-19-017506	\$20.00		JERRY'S CATERING 310 HALL AVENUE HATTIESBURG MS 39401
LIC-11-19-017507	\$30.00	\$3.60	NEWK'S EXPRESS CAFE PO BOX 2018 GRENADA MS 389022018
LIC-11-19-017509	\$30.00		ELEDENT 1904 HARDY STREET HATTIESBURG MS 39401-
LIC-11-19-017510	\$20.00		PAPA JOHN'S PIZZA P.O. BOX 18860 HATTIESBURG MS 39404-
LIC-11-19-017511	\$54.00	\$8.10	SOUTHERN BONE & JOINT SPECIALISTS 3688 VETERAN MEMORIAL DR STE 200 HATTIESBURG MS 39401
LIC-11-19-017514	\$33.00		HI-FI CRUISIN, INC. 106 SHEFFIELD LOOP HATTIESBURG MS 39402-
LIC-11-19-017515	\$20.00		STACO DECORATIVE IRON, LLC 5243 OLD HIGHWAY 11 HATTIESBURG MS 39401-
LIC-11-19-017517	\$20.00	\$2.40	ONCE UPON A CHILD 4700 HARDY ST STE G HATTIESBURG MS 39402
LIC-11-19-017519	\$25.00	\$3.75	PLATO'S CLOSET 4700 HARDY ST STE 20 & 30 HATTIESBURG MS 39402
LIC-11-19-017522	\$54.00		ANDERSON CARPET ONE FLOOR & HOME 11 OFFICE PARK DRIVE 40 & 50 HATTIESBURG MS 39403
LIC-11-19-017523	\$20.00		THAMES CPA FIRM, PLLC PO BOX 15638 HATTIESBURG MS 39404-
LIC-11-19-017524	\$20.00		BENNETT'S LOCK & KEY SHOP 120 EVAN STREET HATTIESBURG MS
LIC-11-19-017526	\$20.00	\$2.60	DIVINE INSPIRATIONS 6925 HIGHWAY 49 STE 2 HATTIESBURG MS 39401
LIC-11-19-017527	\$440.00		NAPA AUTO PARTS OF HATTIESBURG 7068 US 49 HATTIESBURG MS 39401

LIC-11-19-017528	\$36.00		KOOL SMILES 3720 HARDY STREET 23 HATTIESBURG MS
LIC-11-19-017529	\$20.00		BACKSTAGE & CO HAIR SALON 1715 HARDY ST STE 10 HATTIESBURG MS 39401-
LIC-11-19-017530	\$20.00		NEW LIFE ENTERPRISES,BOOKS & GIFTS 604 LAFAYETTE AVENUE HATTIESBURG MS 39401-
LIC-11-19-017531	\$25.00		TORRID 1000 TURTLE CREEK DR KIOSK #75 HATTIESBURG MS 39402
LIC-11-19-017532	\$150.00		AARON'S SALES & LEASE OWNERSHIP POST OFFICE BOX 100039 KENNESAW GA 301569239
LIC-11-19-017533	\$30.00		CITIZENS NATIONAL BANK 4599 HARDY STREET HATTIESBURG MS 39402-
LIC-11-19-017534	\$20.00		A & D ELECTRICAL & LIGHTING 37 ABRACADABRA LN LUMBERTON MS 39455-
LIC-11-19-017535	\$20.00	\$2.20	MEDLEY LAW OFFICE 902 W PINE STREET HATTIESBURG MS 39401-
LIC-11-19-017536	\$20.00		THE SHERWIN-WILLIAMS CO. 34 MILBRANCH ROAD 90 HATTIESBURG MS 39401-
LIC-11-19-017539	\$20.00		F & F CONSTRUCTION INC 3180 CARRIER STREET MEMPHIS TN 38116-
LIC-11-19-017540	\$20.00		MACK'S HEATING AND AIR 605 JACKSON ST COLUMBIA MS 39429-
LIC-11-19-017541	\$20.00		MIKE ROZIER CONSTRUCTION 10 LAMAR BOULEVARD HATTIESBURG MS 39403
LIC-11-19-017543	\$20.00	\$2.20	ONE TIME WILDLIFE REMOVAL LLC 212 PINWOOD DR HATTIESBURG MS 39402
LIC-11-19-017545	\$33.00	\$4.29	PEAVY CHIROPRACTIC CLINIC, P.A. 2409 MAMIE STREET HATTIESBURG MS 39401
LIC-11-19-017547	\$20.00	\$2.80	HALL-FAIRLEY FUNERAL SERVICES 710 HALL AVENUE HATTIESBURG MS 39401-
LIC-11-19-017549	\$30.00		AAA ANSERPHONE & DOCTORS EXCHANGE PO BOX 586 HATTIESBURG MS 39403
LIC-11-19-017550	\$80.00		HIXSON LUMBER SALES OF MS, INC 627 HOOD ROAD HATTIESBURG MS 39401
LIC-11-19-017555	\$20.00		GO YOUNG FASHION 125 E PINE STREET HATTIESBURG MS 39401
LIC-11-19-017556	\$30.00	\$3.30	ANOINTED HOUSE CALLS LLC 3302 BROOKWOOD DR HATTIESBURG MS 39401

LIC-11-19-017557	\$20.00		BARGAINS & BLESSINGS P O BOX 1994 HATTIESBURG MS 394010000
LIC-11-19-017559	\$75.00		MISSISSIPPI PARTY CO, INC. DBA ULTIMATE PARTY 6264 HIGHWAY 98 W HATTIESBURG MS
LIC-11-19-017560	\$30.00		TERRY SERVICE INC 500 CAMPBELL LOOP STE 70 HATTIESBURG MS
LIC-11-19-017561	\$33.00		SUBWAY BROADWAY 826 BROADWAY DRIVE HATTIESBURG MS 39401-
LIC-11-19-017563	\$20.00	\$3.20	J. DARRELL LITTLE P.A. 612 N MAIN STREET HATTIESBURG MS 39401-
LIC-11-19-017564	\$20.00	\$2.40	ARDY'S AUTO SPA 314 DELTA DRIVE W HATTIESBURG MS 39402-
LIC-11-19-017565	\$20.00	\$2.40	49 SUPER STOP 6497 N HWY 49 HATTIESBURG MS 39402
LIC-11-19-017566	\$15.00	\$7.50	49 SUPER STOP 6497 N HWY 49 HATTIESBURG MS 39402
LIC-11-19-017569	\$20.00		HATTIESBURG URGENT CARE 6101 HWY 49 HATTIESBURG MS 39403
LIC-11-19-017570	\$20.00		RAYMOND, JAMES & ASSOCIATES, INC 612 N MAIN STREET HATTIESBURG MS 39401
LIC-11-19-017571	\$20.00		MERAKI BOUTIQUE & SALON 5004 LINCOLN RD STE 60 & 70 HATTIESBURG MS 39402
LIC-11-19-017572	\$560.00		MISSISSIPPI AG CO., INC. 441 HALEY BARBOUR PKWY YAZOO CITY MS 39194
LIC-11-19-017573	\$30.00		H'BURG CLINIC PODIATRIC MEDICINE 1101 B S 28TH AVENUE HATTIESBURG MS 39402
LIC-11-19-017574	\$150.00		HATTIESBURG MEDICAL PARK MGT CORP. 100 W PINE STREET HATTIESBURG MS 39401
LIC-11-19-017575	\$30.00		INSTITUTE OF HEALTH & TECHNOLOGY 4200 MAMIE ST STE 120 HATTIESBURG MS 39402
LIC-11-19-017576	\$20.00		LANE'S SOUTHERN HOME STYLE COOKING 815 IDA AVENUE HATTIESBURG MS 39401-
LIC-11-19-017579	\$30.00		SUPER STUD BUILDING PRODUCTS SOUTH LLC 53 WL RUNNELS INDUSTRIAL DRIVE HATTIESBURG MS 39401-
LIC-11-19-017580	\$20.00	\$2.40	INDIAN DELIGHT 163 TURTLE CREEK DRIVE #10 HATTIESBURG MS 39402-
LIC-11-19-017581	\$15.00	\$7.50	INDIAN DELIGHT 163 TURTLE CREEK DRIVE #10 HATTIESBURG MS 39402-

LIC-11-19-017585	\$20.00	\$2.20	MUMBLING BROTHERS, INC 113 NEWMAN STREET HATTIESBURG MS 39401
LIC-11-19-017587	\$20.00	\$2.80	LANDARC CONSULTING GROUP, INC 607 CORINNE STREET #B-1 HATTIESBURG MS 39401-
LIC-11-19-017588	\$50.00		ZUMIEZ INC. # 696 4001 204TH ST SW LYNNWOOD WA 98036
LIC-11-19-017589	\$1,360.00		DICK'S SPORTING GOODS 345 COURT ST TAX DEPT CORAOPOLIS PA 15108-
LIC-11-19-017590	\$100.00		DICK'S SPORTING GOODS 345 COURT ST TAX DEPT CORAOPOLIS PA 15108-
LIC-11-19-017591	\$20.00		TITLE CASH OF LAUREL DBA TITLE CASH 101 WASHINGTON ST SE HUNTSVILLE AL 35801
LIC-11-19-017593	\$87.00		SYSCO FOOD SERVICES OF JACKSON, LLC 6413 HIGHWAY 98 W C HATTIESBURG MS 39402
LIC-11-19-017594	\$20.00	\$2.20	LIFE CHANGING CENTER DEVELOPMENT 120 BARKLEY ROAD HATTIESBURG MS 39401-
LIC-11-19-017595	\$20.00		LIFE CHANGING CENTER 120 BARKLEY ROAD HATTIESBURG MS 39401-
LIC-11-19-017596	\$20.00		BY-PASS VARIETY 5448 OLD HIGHWAY 42 BYPASS HATTIESBURG MS 39401-
LIC-11-19-017597	\$20.00	\$2.40	NITA & LEROY'S 540 HOOD RD HATTIESBURG MS 39401
LIC-11-19-017598	\$15.00	\$7.50	NITA & LEROY'S 540 HOOD RD HATTIESBURG MS 39401
LIC-11-19-017601	\$20.00		GLAMOUR PALACE 1518 BROADWAY DRIVE STE 10 HATTIESBURG MS 39401-0000
LIC-11-19-017602	\$90.00		CHICK-FIL-A 6099 HIGHWAY 98 W HATTIESBURG MS 39402-
LIC-11-19-017603	\$75.00		BLENDCO, INC. 8 JM TATUM INDUSTRAIL DRIVE HATTIESBURG MS
LIC-11-19-017607	\$20.00		SOUTHERN BEHAVIORAL MEDICINE ASSOC. PLLC 1 COMMERCE DRIVE STE 106 HATTIESBURG MS 39402-
LIC-11-19-017608	\$30.00		BENJAMIN F. EDWARDS & COMPANY 6555 HWY 98 W STE B & C HATTIESBURG MS 39402
LIC-11-19-017609	\$20.00		JEFFERSON TAX SERVICE 1520 ADELINE ST HATTIESBURG MS 39401
LIC-11-19-017610	\$54.00		COMCAST SPOTLIGHT LP 1518 BROADWAY DRIVE STE 40 HATTIESBURG MS 39401-

LIC-11-19-017611	\$30.00	ORANGE THEORY FITNESS 109 S 31ST AV STE 10 HATTIESBURG MS 39401
LIC-11-19-017613	\$50.00	LANE BRYANT #4813, INC P.O. BOX 165001 DULUTH MN 55816
LIC-11-19-017614	\$90.00	COMCAST OF SOUTHERN MISSISSIPPI, INC 2100 LINCOLN ROAD HATTIESBURG MS 39401
LIC-11-19-017615	\$20.00	GENTLE TOUCH HOMECARE SERVICES, LLC 1910 HARDY STREET STE D HATTIESBURG MS 39401-
LIC-11-19-017616	\$20.00	FORREST FUNERAL HOME, LLC 1258 RICHBURG ROAD HATTIESBURG MS 39404
LIC-11-19-017617	\$30.00	EAGLE FLATTS 105 DOLEAC DRIVE HATTIESBURG MS 39401
LIC-11-19-017618	\$0.00	EAGLE FLATTS 105 DOLEAC DRIVE HATTIESBURG MS 39401
LIC-11-19-017619	\$20.00	WHITACRE LAW, P.L.L.C. PO BOX 107 HATTIESBURG MS 39403-0107
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103	\$6,560.00	\$98.24

Total Collection for November

New Licenses	\$917.00
Renewed Licenses	\$6,560.00
Penalties	\$98.24
Grand Total	\$7,575.24



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, December 17, 2019

Re: Acknowledge receipt of a draft update to the Title VI Plan for Hub City Transit; approve a public comment period from December 19, 2019 to January 20, 2020, and authorize publication of the same.
File Number: 2019-389
Minute Book #

Summary

Acknowledge receipt of a draft update to the Title VI Plan for Hub City Transit; approve a public comment period from December 19, 2019 to January 20, 2020, and authorize publication of the same.

Recommendation Statement

I recommend authorization and approval of publication.

Please place this on the December 17, 2019 City Council meeting for consideration.

**NOTICE FOR PUBLIC COMMENT
HUB CITY TRANSIT
TITLE VI UPDATE**

In compliance with FTA regulations, MPO and HCT are conducting a full update to their Title VI Plan which outlines how identified low-income, limited English proficient and minority populations are served by their transit services. The draft will be available for review and comments from **Thursday, December 19, 2019** through **Monday, January 20, 2020**.

Draft plans are available at the HCT transit facility at 1001 S. Tipton Street, Hattiesburg, MS 39401, the MPO offices at 308 Newman Street Hattiesburg, MS 39401 and online at www.hattiesburgms.com/hct. The public is encouraged to participate in the development process by reviewing the draft plan, discussing it with the planning team and/or providing written comment for consideration. Individuals who do not have use of a computer are encouraged to visit their local public library for access to the World Wide Web. To request a copy of the draft, ask questions and submit your feedback, please contact the MPO office by phone at (601) 545-6325, by email at mpo@hattiesburgms.com or by mail to the address below:

City of Hattiesburg
MPO Division
308 Newman Street
Hattiesburg, MS 39401

To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate can contact the HPFL-MPO office at (601) 545-6259; or e-mail mpo@hattiesburgms.com to make arrangements.

Written comments should be directed to the MPO, at the above address and must be received by **Monday, January 20, 2020**.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Toby Barker, Mayor

PUBLISH Twice in the Non-Legal Section: Thursday, December 19, 2019; Thursday, December 26, 2019

Hub City Transit

Title VI & LEP Plan

2020

DRAFT

Prepared for:



By



**Hattiesburg-Petal-Forrest-Lamar
Metropolitan Planning Organization**
*Hattiesburg Intermodal Facility * P.O. Box 1898 *
308 Newman Street * Hattiesburg, MS 39403-1898*

Notation of Financial Assistance:

This document was prepared and published by the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (MPO), in cooperation with or with financial assistance from the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA), the Federal Highway Administration (FHWA) and the Mississippi Department of Transportation (MDOT). Assistance notwithstanding, the contents of this document do not necessarily reflect the official view or policies of the funding agencies. It was prepared as tasked in the Hattiesburg-Petal-Forrest-Lamar MPO's FY 2020-2023 Unified Planning Work Program Task 6.0.

Non-Discrimination Notification:

The City of Hattiesburg prohibits discrimination in all of its programs, services and activities. Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or other protected status. Persons who require assistance under the Americans with Disabilities Act should contact the MPO at least five (5) business days prior to any scheduled meeting, event or the end of a public review and comment period. Contact Calvin Russell at 601-545-6325 or by email to mpo@hattiesburgms.com with any requests, questions or comments.

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INTRODUCTION

The major goal of the Title VI, LEP and Service Standards Plan is to provide a framework for evaluation of transit services as HCT's markets, customer expectations, and resources change over time. HCT must be responsive to these changes in order to retain current customers and sustain ridership growth. Balancing customer expectations, quality service and budget constraints is a difficult challenge. The HCT's mission is to deliver efficient, accessible and quality transit services that link people, jobs, and communities. The service standards discussed in this Plan lay out a framework for achieving this mission.

Based on FTA Circular C 4702.1B TITLE VI REQUIREMENTS AND GUIDELINES FOR FEDERAL TRANSIT ADMINISTRATION RECIPIENTS including the Appendix C to 49 CFR part 21 referenced therein, which states "No person or group of persons shall be discriminated against with regard to the routing, scheduling, or quality of service of transportation service furnished as a part of the project on the basis of race, color, or national origin. Frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes, and location of routes may not be determined on the basis of race, color, or national origin", HCT sets and adopts system-wide service standards and service policies to ensure service design and operations practices do not result in discrimination on the basis of race, color, or national origin.

Transit Service Profile

HCT's legislatively authorized operating area consists of the City of Hattiesburg.

Fixed Route Public Transportation

HCT offers routes which provide service in Hattiesburg. Service is also offered during community events. Reasonable walking distance can vary for different areas depending on topography, sense of safety, and other factors along a street and neighborhood. It is generally understood that most people will walk from 5 to 15 minutes (1/4 mile to 1/2 mile) to get to or from a transit station stop. This industry standard is referenced in FHWA's "Pedestrian Safety Guide for Transit Agencies". For purposes of planning and service evaluation, HCT uses a defined service area to identify the area from which most transit users will access the system by foot. The definition of a transit service area is needed to evaluate service by identifying gaps and redundancies in service. Redundancy occurs when the same parcel is served by multiple routes leading to the same destination. Gaps occur in areas where a transit route is not reasonably reachable by foot.

HCT Fixed Route Service Area: 1/4 mile (1320 ft.)

Bicycle Access

Every bus on the fixed route system is equipped to accommodate up to two bicycles on an easy to use front rack. The integration of bicycles and transit enables transit users to access transit reasonably at farther distances.

Of course in order to provide safe access to transit by bike, the community must have a system of roadway suitable for bicycle travel that include adequate signage, paved shoulders, bike lanes and separated paths.

Although the transit service area used by HCT is based on reasonable distances to transit by foot, for planning and evaluation purposes it is worth considering the impacts of a desirable biking distance to access transit. As referenced in Mineta Transportation Institute's "Bicycling Access and Egress to Transit" guide in 2011, most people prefer to ride their bike between 1.2 and 1.9 miles to transit.

HCT Biking Service Area:... 1.5 miles

ADA Paratransit Service

As referenced in 49CFR37.121, since HCT is operating a fixed route system, HCT shall provide Paratransit or other special service to individuals with disabilities that is comparable to the service provided to individuals without disabilities who use the fixed route system. This paratransit service shall provide the service to the ADA paratransit eligible individuals to origins and destinations within 3/4 of a mile of each fixed route. You must make an appointment to ride ADA Paratransit. Service requests are taken Monday - Friday from 8am to 5pm at the HCT offices. Requests can be made up to two weeks in advance. The same eligibility requirements exist for ADA services.

HCT ADA Paratransit Service Area: 3/4 of a mile

Emergency Conditions

Service is offered during Emergency weather conditions and severe Cold Weather conditions. This service is provided to residents of Hattiesburg in partnership with the Forrest County Emergency Management Agency. The service is available to all citizens including seniors, disabled and people with pets, transporting residents to designated emergency shelters. This service is activated when the shelters are opened due to extreme weather conditions. Citizens can contact Forrest County Emergency Management.

HCT offers the following fare structure to the general public:

Fare Classification	Amount
Regular Adult Fare (Single Ride) and Transfers	\$.50
With Medicare Card	\$.25
Senior Citizens (60 and Older)	
With HCT ID Card or	\$.25
Red, White & Blue Medicare Card	
Students	
Public School Student (w/ID)	\$.25
USM Students, Faculty & Staff (w/ID)	FREE
Children	
Children Ages 6 and Under	FREE
Disabled	
Disabled (w/HCT ID)	\$.25
ADA/Paratransit	\$.50

HCT Facilities

Hub City Transit (HCT) operates and maintains two types of facilities that support the transit service which are presented below:

Facility	Type	Description
Hattiesburg Intermodal Facility	Transfer Hub	Parking areas, public restroom
Operations Facility	Administration	Offices and bus maintenance shop

HCT will complete a Title VI equity analysis during the planning stage with regard to where a facility is located or sited to ensure the location is selected without regard to race, color, or national origin. HCT will engage in outreach to persons potentially impacted by the siting of facilities. The Title VI equity analysis must compare the equity impacts of various siting alternatives, and the analysis must occur before the selection of the preferred site. When evaluating locations of facilities, HCT should give attention to other facilities with similar impacts in the area to determine if any cumulative adverse impacts might result. Analysis should be done at the Census tract or block group where appropriate to ensure that proper perspective is given to localized impacts. If HCT determines that the location of the project will result in a disparate impact on the basis of race, color, or national origin, they may only locate the project in that location if there is a substantial legitimate justification for locating the project there, and where there are no alternative locations that would have a less disparate impact on the basis of race, color, or national origin. HCT will show how both tests are met; it is important to understand that in order to make this showing, the recipient must consider and analyze alternatives to determine whether those alternatives would have less of a disparate impact on the basis of race, color, or national origin, and then implement the least discriminatory alternative.

Planning Documents

Title VI Plan

Hub City Transit (HCT) will undertake a full update to the Title VI Plan every 3 years. This process will include a review and update to general information and services offered, updates with available data for demographic analysis of user populations and groups and review and updates to the agency's system-wide service standards. The process of completing this review and update will follow all procedures and guidelines provided by the Federal Transit Administration, US Department of Transportation. Notice of the full update to the Title VI Plan will be made to the public and will be accompanied by a defined period for review and comment.

Transportation Improvement Plan

The Transportation Improvement Plan (TIP) is the source for identifying the types of transit projects planned for implementation which will be included within the MPO's Transportation Improvement Program (TIP). The TIP is updated every four years in connection with updates to the region's Long Range Transportation Plan (MTP).

The Metropolitan Planning Organization (MPO) will develop a Transportation Improvement Plan (TIP) which is a list of upcoming transportation projects covering a period of at least four years.

The TIP must be developed in cooperation with the Mississippi Department of Transportation (MDOT) and HCT as the City of Hattiesburg urban public transit provider. The TIP should include all regionally significant capital and non-capital projects receiving FHWA or FTA funds.

HCT Planning Document Change Descriptions	
FULL UPDATE	• Required document update
AMENDMENT	• Addition or deletion of a project • Major changes scope • Change in system service standard measure or threshold • Financial changes in a project's programmed amount of federal funds greater than 20% of the original cost
MODIFICATION	• Correcting obvious minor data entry errors • Splitting or combining projects without modifying the original project design, concept and scope or creating project segmentation • Changing or clarifying elements of a project description. This change would not alter the original project design, concept and scope. It also must be consistent with the approved environmental document. • Moving a project from one federal funding category to another federal category • Moving a project from federal funding to state funding • Shifting the schedule of a project or phase within the years covered by the TIP • Updating project cost estimates (within the original project scope and intent) not • to exceed greater than 20% of the original cost estimate • Moving any identified project phase programmed for previous year into a new TIP (rollover provision) • Adding an additional agency to a group • Adding projects with grouped projects within the TIP, provided fiscal constrain is maintained • Removing a project reported as obligated or completed • Redemonstration of fiscal constrain is not required

SYSTEM-WIDE SERVICE STANDARDS & POLICIES

In order to comply with 49 CFR Section 21.5(b) (2) and (7), Appendix C to 49 CFR part 21, HCT has set system-wide service standards used to guard against discriminatory service design or operations decisions.

Vehicle Load

Based upon load factors currently experienced by HCT, a maximum load factor of 1.1 of the seated capacity has been established. During peak periods, if a route exceeds the maximum load factor for a period of one week, additional service or larger equipment will be implemented as soon as possible. The seated capacities for buses currently in service are as follows:

Route Used	Bus Make	Seated Capacity
Route - Blue	GILLIG	26 or 23 plus 1 wheelchair or 20 plus 2 wheelchairs
Route - Blue	FORD	20 or 16 plus 2 wheelchairs
Route - Orange	FORD	20 or 16 plus 2 wheelchairs
Route - Brown	FORD	20 or 16 plus 2 wheelchairs
Route - Purple	GMC	20 or 16 plus 2 wheelchairs
Route - Green	FORD	20 or 16 plus 2 wheelchairs
Route - Red	FORD	20 or 16 plus 2 wheelchairs
Route - Gold	FORD	20 or 16 plus 2 wheelchairs
Route - Gold	FORD	20 or 16 plus 2 wheelchairs

Vehicle Headway

Frequency of service for HCT's fixed routes ranges from 15 minutes to 60 minutes depending on route class, location and ability to navigate local traffic conditions and return to the designated HCT transit centers in Hattiesburg. Headways are capped at 60 minutes for all fixed routes, as it has been HCT's experience that this is the longest time possible to run transit routes in the region, address obstacles created by local vehicular traffic and still accommodate potential passengers with a baseline of service. Each system route must be able to start and finish at one of the existing HCT transit centers within this time or within a multiple of 15 minutes (30, 45, 60 minutes) in order to maximize the ability of passengers on these buses to transfer through the transit center to other routes in the network.

On-Time Performance

Maintaining good on-time performance is very important to HCT's system because of the high percentage of its customers making transfers at transfer points. On-time performance is tracked by performance reports that consider on-time performance to all HCT stops including mid- route stops and HCT hubs. HCT field supervisors also regularly monitor on-time performance and counsels drivers who consistently fail to meet on-time performance standards that are within their control. Discussions with drivers are also used to identify vehicle scheduling and routing issues which are corrected through the annual NTD Report.

Guidelines to help evaluate HCT fixed route on-time performance include:

- 85 percent of bus trips on each route should depart HCT transit centers not more than three minutes late and never early.
- 85 percent of bus trips on each route should arrive at the HCT transit centers not more than five minutes late.
- 85 percent of bus trips on each route should reach each mid-route scheduled time point not more than five minutes late.

Service Availability

The current fixed route transit system services are offered primarily within the City of Hattiesburg. As funding becomes available or opportunities to shuffle services come about, priority should be given to provide service areas of dense population currently not serviced by fixed route transit. Factors which influence the assignment of route location include the availability of local funding, the route miles and number of anticipated stops and layovers, areas of dense population, as well as the presence of potential trip demand generators either for employment or receipt of services.

Direct Travel

HCT bus routes are designed to operate as directly as possible, using major arterial streets. Route deviations bring service closer to a trip generator, reducing walk access travel time for customers to/from the generator, which makes the route desirable to new customers. The deviation, however, imposes a burden on customers who are not boarding from the generator. When making the decision to deviate from the route to service a generator, the number of new customers that should be expected must be weighed against the potential losses to travel time and on-time performance of the existing route.

Underperforming Routes

Productive fixed route service is very important to HCT. It is recommended that all HCT routes operate above a minimum productivity threshold. This threshold is used to identify routes that are underperforming as well as being instrumental in evaluating new routes. In the case of existing services, the standards are used to identify any underperforming routes that fall below the minimum productivity thresholds. These routes maybe subject route reconfiguration or elimination. The ultimate alternative for existing underperforming routes is the reinvestment of those resources into stronger transit markets. The standards are also used as a basis for any recommendations for new service.

Bus Stop Spacing

There is an important balance to be found when determining the distance between stops. More closely spaced stops provide customers with more convenient access with a shorter walk to the nearest bus stop.

However, the more stops result in a longer ride for customers if demand for boarding and alighting is more often because of the number of times it takes the bus to decelerate, come to a complete stop and then accelerate and re-enter traffic. To maintain operating speeds, HCT bus stops should normally not be placed closer than ¼ mile (1320 feet) apart and no further than ½ mile (2640 feet) apart. Population densities of 2500 persons per square mile or more are used to indicate areas where spacing should be ¼ mile. Employment and other high use transit generators also influence the general distribution and precise placement of bus stops.

Bus Stop Location

Far-side bus stops are preferable wherever reasonable. A bus stop placed after an intersection allows the bus to go through the intersection before stopping for passenger boarding and alighting. This allows the bus to reenter traffic in gaps created by traffic signals at the intersection. Bus stops located on the far side of intersections encourage pedestrians to cross behind the bus, which improves safety. HCT's policy is when a far-side stop is used, there must be 50 to 60 feet between the rear of the bus and the corner of the intersection measured from a point where the curb or edge of pavement line for the intersecting roadways meet.

Near-side bus stops are located before an intersection. The benefit of these stops is that passengers can load and unload during a red light however, the dwell time for boarding and alighting may result in the bus sitting through an extra light cycle which has an impact on the route's travel time. Near-side stops also have a conflict with right turning traffic, which should be considered. HCT's policy is when providing for a nearside stop, it is preferred to maintain 50 to 60 feet between the front of the bus and the corner of the intersection measured from a point where the curb or edge of pavement line for the intersecting roadways meet.

In addition, variations may be applied to locating stops on state highways because bus stops cannot be located on a state highway unless a turning lane or other pull over lane is available. Variations can also be made when it is determined that such are in the best interest of pedestrian safety.

Distribution of Transit Amenities

Transit amenities refer to items of comfort and convenience available to the general riding public. They are distributed on a system-wide basis. These items include, but are not limited to, benches, shelters, route maps, timetables, and trash receptacles along bus routes as well as transit centers. The location of transit amenities is determined by factors such as ridership, access to right-of-way, individual requests, and staff recommendations. Transit centers facilities are used at route termini and transfer point locations. These facilities provide added comfort for passengers seeking to access the transit system.

Vehicle Assignment

HCT bases its vehicle assignments on a combination of passenger volume and operating environment. All transit bus class vehicles operating in fixed route service are lift equipped, air conditioned and have padded seats (vinyl or cloth). Each vehicle carries stations for wheelchair passengers. Some include jump seats which can convert these areas to additional seating areas for passengers. All have grab bars to accommodate standees.

Fixed Route Vehicle Assignment

GILLIG low floor buses, are used on routes with a higher passenger volume operating in areas considered more urban and densely developed. Smaller buses are used on routes with less demand and/or where the street network is more complex.

Deviations in these assignments may be made in response to changes in vehicle load patterns or under emergency conditions/situations.

GILLIG	Route - Blue
Ford	Route - Blue
Ford	Route - Orange
Ford	Route - Brown
Ford	Route - Gold
Ford	Route - Green
Ford	Route - Red
GMC	Route - Purple

SERVICE REVIEW PLAN

The Service Review Plan, which takes place annually, provides for a general evaluation of all transit services considering changes in the local environment (funding, population, development). The Plan identifies new transit services or significant changes to existing services for the following year.

The Plan identifies changes that are designed to achieve specific service goals and opportunities for service expansion and improvement. The Service Review Plan provides a process with which to measure and evaluate system performance on a year-to-year basis. When planning for transit service expansion or reduction, an evaluation process should be followed to determine if service reduction or expansion is warranted. The evaluation process guidelines considered will include but are not limited to:

- Local funding availability from the entity where the service is located
- Service or portion of the service is not performing to an acceptable ridership level
- Unserved areas which are identified as transit-supportive based on population density
- New or unserved trip generators including employment centers, shopping, educational facilities, medical institutions, government/community facilities and tourist attractions
- Travel time adjustments to improve failing on-time performance
- Consider opportunities for headway reduction
- Consider impacts on those areas served created by a reduction or loss of service
- Consider the role the route may play in connecting to the larger transit network. Important transfer points and mobility routes should be given additional review
- Consider existing duplication in services from the overlap of service areas from two or more routes

HCT will make all attempts to reduce the negative impacts on transit-reliant customers and will only implement the service change if they can demonstrate substantial justification for the proposed service change and show there are no feasible alternatives that would have less impact on riders but would also still accomplish their goals.

Route Changes

Anytime route changes or adjustments are proposed, HCT performs an analysis to determine the impacts that would result from changes. HCT wants to evaluate and consider impacts to minority customers, low-income customers and overall ridership. As written in FTA Circular 4702.1B, the requirement to formally evaluate service and fare changes applies to fixed route providers with 50+ vehicles. HCT does not meet that criteria. However, HCT is still responsible for complying with the DOT Title VI regulations which prohibit disparate impact discrimination. Though low-income populations are not a protected class under Title VI, HCT recognizes the inherent overlap of environmental justice principles in this area, and because it is important to evaluate the impacts of service and fare changes on passengers who are transit-dependent, FTA requires transit providers to evaluate proposed service and fare changes to determine whether low-income populations will bear a disproportionate burden of the proposed changes.

Type of Change

HCT shall analyze adverse effects related to changes in transit service. The adverse effect is measured by the change between the existing and proposed service levels that would be deemed significant. HCT shall consider the degree of adverse effects, and analyze those effects, when planning their service changes. A service change will be presented as a numerical standard, such as a change that affects “x” percent of the service area of the route or “x” percent of the revenue miles. HCT will begin by determining if the proposed service change is considered “major” or “minor” based on the table below. This will dictate the level of public involvement and outreach that will be required to implement the changes as indicated on the table below.

MAJOR CHANGE	• Adding a new service route (25% or greater) • Revenue route miles reduction to a route (25% or greater) • Service area reduction to a route (25% or greater) • Span of service changes to a route (25% or greater) • All system fare increases • System wide changes to process and/or standards • Route elimination • All headway changes
MINOR CHANGE	• Revenue route miles reduction to a route (less than 25%) • Service area reduction to a route (less than 25%) • Span of service changes to a route (less than 25%) • Administrative changes to service standards • Load factor changes • Vehicle type change

**Temporary addition of service or demonstration projects that last less than 12 months are exempt from these requirements.*

Customer Impact Analysis

HCT will define and analyze adverse effects related to changes in transit service to all types of changes. Changes in service that have an adverse effect on overall ridership, a disparate impact to minority populations or a disproportionate burden on low-income populations from reductions in service will be considered. Elimination of a route or reduction of revenue miles will generally have a greater adverse impact than a change in headways. Additions to service may also result in disparate impacts, especially if they come at the expense of reductions in service on other routes. HCT shall consider the degree of adverse effects, and analyze those effects, when planning their service changes. The typical measure to determine the customer impact is an analysis of the persons who are likely to be adversely affected by the change and the proportion of persons in protected classes who are likely to be adversely affected. There are two comparison methods described below.

- Census block data. HCT will analyze the cumulative impacts of each type of service change on minority populations and low-income populations in its service area. The analysis is based on block-level Census demographic data and therefore does not represent ridership directly. The affected population is the Census blocks within the route's one-quarter mile service area. HCT's ultimate determination of disparate impact on minority riders or disproportionate burden on low-income riders would depend on analyzing the ridership data along the affected route.
- Ridership data. HCT collects ridership data that when incorporated into GIS maps shows number of bus boardings for each stop location. Using this data HCT can foresee the impact to a stop from proposed service changes. This data is used to evaluate impacts to HCT's overall ridership as well as impacts to stops in minority or low-income areas.

PUBLIC PARTICIPATION

Public participation is a critical component of the transportation planning process. HCT uses a documented participation plan that defines a process for providing citizens, affected public agencies, private providers of transportation, representatives of users of public transportation, vulnerable populations, and other interested parties with reasonable opportunities to be involved in the planning process.

The Hub City Transit (HCT) closely follows the public participation plan used by (HPFL), the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization. HCT works in partnership with the MPO staff to meet all public engagement and outreach requirements. HCT refers to the MPO's Public Participation Plan (PPP) for specific engagement strategies.

Policy Committee

The HCT will present information and/or changes to operations or service to the Policy Committee of HPFL.

Public Review Period

A notice will be published announcing a public comment period related to any proposed major service changes which will contain a summary of information and/or proposed changes to operations or service for review and comment. Notice of the review period, as well as the locations where information will be made available for public review will be placed in local newspapers, the HCT's website, the MPO's website, HCT transit facilities and in all HCT transit vehicles.

Comments received as a result of the notice will be accepted by mail, email, or in the MPO office until the end of the review period.

Concurrent with the notice of public review is notification of the same to key stakeholder groups and agencies located in the HCT service area, as well as the Mississippi Department of Transportation's Public Transit Division and the Federal Transit Administration Region IV office in Atlanta, GA. This notice includes a description of the purpose, summary of information for review and comment, review locations and methods for submitting comments.

Public Meetings

In order to provide meaningful opportunities for members of the community to participate in the transit planning process, HCT hosts public meetings to share information and to gather public feedback on proposals. As required, concurrent with the notice of public review is notification of public meetings hosted by HCT staff. These are formal meetings that are specifically used as an outreach effort to present to the public a summary of information and/or changes to operations or service for comment. Notice of the public meetings will be placed in local newspaper, HCT's website, the MPO's website, HCT transit facilities, HCT transit vehicles and in any community requiring targeted outreach.

Informational Meetings

As needed, HCT will host informational meetings to provide customers with material about HCT service. These meetings are informal, with the purpose of informing HCT customers and other interested parties of system changes, upgrades, new services, document modifications, etc. These meetings will be advertised in HCT transit facilities and in all HCT transit vehicles.

Targeted Outreach

In order to seek out and consider the needs and input of those traditionally underserved by existing transportation systems, such as minority, low-income and LEP persons, who may face challenges accessing employment and other services, targeted outreach is used as needed.

Targeted outreach is triggered when, through staff analysis, one or more of the affected low-income, minority or LEP areas will be directly impacted by a proposed change or update.

Specific targeted outreach efforts will vary. Strategies to be implemented will be determined on a case-by-case basis, as every community is unique and the most effective method(s) of outreach will vary widely. Some examples of targeted effort include partnering with a local elected official or faith-based organization to inform the community about the proposed action, it could mean that an additional public meeting will be scheduled and held within that immediate community, it may require setting up a table at an event, building or in a city center to talk with people in the community, door-to-door surveys could be conducted and fliers and notices in appropriate languages may be posted broadly within the affected area. Typically a combination of several strategies will be employed to ensure meaningful access and participation opportunities are being provided.

As needed, other vulnerable populations may also receive some targeted outreach. Although not automatically initiated as part of the Customer Impact Analysis, other groups like the disabled, elderly and young, may be greatly affected by a proposed action, whether positive or negative. As HCT becomes aware of this potential impact, they'll develop an outreach strategy to specifically engage those additional individuals in the planning process.

Public Comment Report

All of the public comments gathered as a result of outreach efforts are compiled into a summary report. HCT and MPO staff will consider all public comments and provide necessary responses to comments, and alternate actions or changes as a result of public comments will be documented. Copies of all comments received will be considered and presented to the Policy Committee for review.

Transit System Changes Public Review	
MAJOR CHANGE	• Policy Committee review • 30-day public comment period • Public meeting • Targeted outreach to affected low-income, minority and LEP areas as changes warrant • Targeted outreach to other vulnerable populations as changes warrant • Customer Impact Analysis
MINOR CHANGE	• Policy Committee review • Informational meeting • Customer Impact Analysis
Planning Documents Public Review	
FULL UPDATE	• Policy Committee approval • 30-day public comment period • Public meeting/open-house • Public comment report • Public meeting notice on the agency's website concurrent with newspaper notices
AMENDMENTS	• 10-day comment period • Review period notice on the agency's website concurrent with newspaper notices
MODIFICATIONS	• None

Recent Route Changes and Outreach Efforts

The following route changes and outreach efforts were performed since HCT's last Title VI Plan Update in 2016.

Hattiesburg, Mississippi - The City of Hattiesburg held three public hearing regarding additional Hub City Transit routes. The hearings served as a forum for public comment and review of a new Route to connect areas in the vicinity of the University of Southern Mississippi to the city's existing Network of transit routes and other route updates to be independent at the same time.

The public hearings were scheduled for Tuesday, November 14, 2017, at 6 p.m. on the campus of Southern Mississippi at the Liberal Art Building; Tuesday, November 28, 2017, at 6 p.m. on the campus of Southern Mississippi at the Thad Cochran Center; and Wednesday, November 29 at 6 p.m. at Brewsky's

"The prior administration and council did a great job of connecting more neighborhoods to the Hub City Transit network," said Mayor Toby Barker. "This new route will help us continue that momentum by truly Connecting Southern Mississippi to the City Of Hattiesburg. These public forums will allow us to gather Feedback over the proposed route and make changes that will benefit all moving forward."

TITLE VI COMPLAINTS

HCT is required to provide a specified procedure for acceptance of Title VI complaints related to providing programs, services, and benefits. The complaint process, procedure and complaint form are presented in this section. Electronic copies are available on the HCT website www.hattiesburg.com/hct. The complaint process and contact information is included in HCT's Rider's Guides and posted on the HCT website, HCT facilities and main office.

Past Title VI complaints

None

Title VI Statement of Policy

Hub City Transit (HCT), a federal grant recipient, is required by the Federal Transit Administration (FTA) to conform with Title VI of the Civil Rights Act of 1964 and its amendments. Title VI of the Civil Rights Act of 1964 requires that no person in the United States, shall, on the grounds of race, color or national origin, be excluded from, be denied the benefits of, or be subjected to discrimination, under any program or activity receiving federal financial assistance. Presidential Executive Order 12898 addresses environmental justice in minority and low income populations. Presidential Executive Order 13166 addresses services to those individuals with Limited English proficiency. The rights of women, the elderly and the disabled are protected under related statutes. These Presidential Executive Orders and the related statutes fall under the umbrella of Title VI.

HCT is committed to enforcing the provisions of Title VI and protecting the rights and opportunities of all persons associated with HCT or affected by its programs. This commitment includes vigorously enforcing all applicable laws and regulations that affect HCT and those organizations both public and private, which participate and benefit through HCT's programs. HCT will take positive and realistic affirmative steps to ensure that all persons and/or firms wishing to participate in its programs are given an equal and equitable chance to participate. All sub-recipients and contractors are required to prevent discrimination and ensure nondiscrimination in all of their programs, activities and services.

MPO's Executive Director is responsible for providing leadership, direction and policy to ensure compliance with Title VI of the 1964 Civil Rights Act. Any person(s) or firm(s) who feels that they have been discriminated against are encouraged to report such violations to:

City of Hattiesburg
MPO Executive Director
200 Forrest Street
Hattiesburg, MS 39401

Title VI Complaint Procedures

This procedure outlines the Title VI complaint procedures related to providing programs, services, and benefits. It does not deny the complainant the right to file formal complaints with the Secretary of the US Department of Transportation, Equal Employment Opportunity Commission (EEOC), Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or to seek private counsel for complaints alleging discrimination, intimidation, or retaliation of any kind that is prohibited by law.

1. Any person who believes that they have been subjected to discrimination may file a written complaint with Hub City Transit (HCT). Complaints should be filed within 180 calendar days of the alleged incident.
2. The complainant may download the complaint form from the HCT website www.hattiesburg.com/hct) or request the complaint form from the Executive Director. The complainant may also submit a written statement that contains all of the information identified in Section 3 a through f
3. The complaint will include the following information:
 - a. Name, address, and telephone number of the complainant.
 - b. The basis of the complaint i.e., race, color, national origin, sex, elderly or disabled.
 - c. The date or dates on which the alleged discriminatory event or events occurred.
 - d. The nature of the incident that led the complainant to feel discrimination was a factor.
 - e. Names, addresses, and telephone numbers of persons who may have knowledge of the event.
 - f. Other agencies or courts where complaint may have been filed and a contact name.
 - g. Complainant's signature and date.
 - h. If the complainant is unable to write a complaint, MPO staff will assist the complainant.
 - i. The complaint may be sent or faxed to the following address:
MPO DIVISION, 308 Newman Street, Hattiesburg, MS 39401
(601) 545-6259 (Fax) (601)545-6327
 - j. The complaint may be sent via email to: mpo@hattiesburgms.com.

4. The complainant also has the right to file a Title VI claim with the US Department of Transportation, Federal Transit Administration, Office of Civil Rights, Region IV. 230 Peachtree, NW, Suite 800, Atlanta, GA 30303, within the 180 day timeframe.
5. MPO will begin an investigation within fifteen (15) working days of receipt of a complaint.
6. MPO will contact the complainant in writing no later than thirty (30) working days after receipt of complaint for additional information, if needed to investigate the complaint. If the complainant fails to provide the requested information in a timely basis, HCT may administratively close the complaint.
7. MPO will use its best effort to complete the investigation of Title VI complaints within ninety (90) days of receipt of the complaint. A written investigation report will be prepared by the investigator. The report shall include a summary description of the incident, findings, and recommendation(s) for disposition.

TITLE VI Complaint Form – Hub City Transit

Individuals who believe they have been denied the benefits of, excluded from participation in, or subject to discrimination on the grounds of race, color, or national origin by a recipient of Federal Transit Administration (FTA) funding can file an administrative complaint under Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 states “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance”.

This protection and same opportunity to file a complaint extends to the public through Executive Order 12898, “Federal Actions To Address Environmental Justice in Minority Populations and Low Income Populations,” and the Department of Transportation’s Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries.

Individuals may file a complaint by completing and submitting the following Title VI complaint form. Assistance is available upon request. Complaints must be signed and include contact information and should be sent via mail or delivered to: MPO Division, 308 Newman Street, Hattiesburg, MS 39401. Alternatively, it can be faxed to 601-545-6327 or emailed to mpo@hattiesburgms.com.

-
1. Complainant’s Name: _____
 2. Address: _____
 3. City: _____ State: _____ Zip: _____
 4. Telephone No. (Home): _____ Cell: _____ Business: _____
 5. Email Address: _____
 6. TDD/Other: ☐ Large Print ☐ TDD
☐ Audio Tape ☐ Other
 7. Are you filing this complaint on your own behalf? (*check the appropriate box*)
[] Yes (*go to question 8*) [] No
 8. If No, please give us the following information on the person discriminated against:
Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Email Address: _____
Relationship to Complainant: _____
Why filing for a third party? _____
Please confirm you have permission to file complaint: [] Yes [] No

9. I believe the discrimination I experienced was based on (check all that apply):

☐	Race
☐	Color
☐	National Origin

10. What date did the alleged discrimination take place? (month, day, year) : _____

11. In your own words, describe the alleged discrimination. Explain what happened and who was involved. Include name and contact information of the person(s) who discriminated against you (if known) or any witness information. Please attach additional sheets of paper if more space is required.

12. Have you previously filed a Title VI complaint with this agency? [] Yes [] No

13. Have you filed this complaint with any other federal, state or local agency, or with any federal or state court? (check appropriate box) [] Yes [] No

If answer is yes, check each box that applies:

☐ Federal Agency	☐ Local Agency (Other than Hub City Transit)
☐ Federal Court	☐ State Court
☐ State Agency	☐ Other: _____

Please provide contact person information for the agency or court you also filed the complaint with (attach more sheets if necessary):

Name/agency: _____

Contact person: _____

Title: _____ Telephone No.: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Date Complaint Filed: _____

14. Name of agency complaint is against: _____

Contact person: _____

Title: _____ Telephone No.: _____

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below.

Signature: _____ Date: _____

(Note: We cannot accept your complaint without a signature)

Please submit the form in person at the address below or mail to:

MPO Division
308 Newman Street
Hattiesburg, MS 39401

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TÍTULO VI Formulario de queja – Hub City Transit

Las personas u organizaciones que creen que un beneficiario de los fondos de la Administración Federal de Tránsito (FTA) les han negado los beneficios, excluidos de la participación o sujetos a discriminación por motivos de raza, color u origen nacional pueden presentar una queja administrativa bajo Título VI de la Ley de Derechos Civiles de 1964. El Título VI de la Ley de Derechos Civiles de 1964 establece que "Ninguna persona en los Estados Unidos, por motivos de raza, color u origen nacional, será excluida de la participación, se le negará beneficios de, o estar sujeto a discriminación bajo cualquier programa o actividad que recibe asistencia federal".

Esta protección y la misma oportunidad de presentar una queja se extienden al público a través de la Orden Ejecutiva 12898, "Acciones federales para abordar la justicia ambiental en poblaciones minoritarias y poblaciones de bajos ingresos", y la Guía del Departamento de Transporte para destinatarios de servicios de idiomas especiales para personas con dominio limitado del inglés. (LEP) Beneficiarios.

Las personas y organizaciones pueden presentar una queja completando y presentando el siguiente formulario de queja del Título VI. La asistencia está disponible a pedido. Las quejas deben estar firmadas e incluir información de contacto y deben enviarse por correo o entregadas a: MPO Division, 308 Newman Street, Hattiesburg, MS 39401. Alternativamente, puede enviarse por fax al 601-545-6327 o enviarse por correo electrónico a mpo@hattiesburgms.com .

1. Nombre del demandante: _____
2. Dirección: _____
3. Ciudad: _____ Estado: _____ Código postal: _____
4. Número de teléfono (Inicio): _____ Celular: _____ Negocio: _____
5. Dirección de correo electrónico: _____
6. TDD / Otro: ☐ Letra grande ☐ TDD
☐ Cinta de audio ☐ Other
7. ¿Está presentando esta queja en su propio nombre? (marque la casilla correspondiente)
[] Sí (pase a la pregunta 8) [] No
8. En caso negativo, indíquenos la siguiente información sobre la persona discriminada:
Nombre: _____
Dirección: _____
Ciudad: _____ Estado: _____ Código postal: _____
teléfono: _____ Dirección de correo electrónico: _____
Relación con el demandante: _____
¿Por qué solicitar un tercero?? _____
Confirme que tiene permiso para presentar una queja: [] Sí [] No

9. Creo que la discriminación que experimenté se basó en (marque todo lo que corresponda):

☐	Raza
☐	Color
☐	Origen

10. ¿En qué fecha tuvo lugar la supuesta discriminación? (mes día año): _____

11. En sus propias palabras, describa la supuesta discriminación. Explicar qué pasó y quién fue involucrado. Incluya el nombre y la información de contacto de la (s) persona (s) que lo discriminó (si conocido) o cualquier información de testigos. Adjunte hojas de papel adicionales si necesita más espacio.

12. ¿Ha presentado previamente una queja de Título VI con esta agencia? [☐] Sí [☐] No

13. ¿Ha presentado esta queja ante cualquier otra agencia federal, estatal o local, o ante alguna agencia federal o estatal? ¿Corte? (Marque la casilla adecuada) [☐] Sí [☐] No

Si la respuesta es sí, marque cada casilla que corresponda:

☐	Agencia Federal	☐	Agencia Local (edemas de Hub City Transit)
☐	Corte Federal	☐	Corte del Estado
☐	Agencia del	☐	Otro: _____

Proporcione la información de la persona de contacto de la agencia o tribunal con el que también presentó la queja (adjunte más hojas si es necesario):

Nombre / agencia: _____

Persona de contacto: _____

Título: _____ Teléfono No,: _____

Dirección: _____

Ciudad: _____ Estado: _____ Código postal: _____

Fecha de presentación de la queja: _____

14. Nombre de la queja de la agencia es contra: _____

Persona de contacto: _____

Título: _____ Teléfono No,: _____

Puede adjuntar cualquier material escrito u otra información que considere relevante para su queja.
Firma y fecha requeridas a continuación.

Firma: _____ Fecha: _____
(Nota: no podemos aceptar su queja sin una firma)

Envíe el formulario en persona a la dirección que figura a continuación o envíelo a:

MPO Division
308 Newman Street
Hattiesburg, MS 39401

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LIMITED ENGLISH PROFICIENCY PLAN

This document complies with the requirements of Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency (LEP). It incorporates implementation guidance published through the Federal Transit Administration and the U.S. Department of Transportation. The goal of this plan is to identify actions which will be taken to reduce language barriers for LEP individuals in Hattiesburg, MS who seek to utilize services provided by Hub City Transit (HCT). To achieve this goal, HCT will undertake reasonable steps required to ensure meaningful access by LEP persons interested in participating in the agency’s programs, services and activities. HCT will ensure that language will not prevent staff from effectively providing information and responding to inquiries made by LEP individuals. In turn, LEP individuals will not be prohibited from accessing program information, understanding rules and operational changes, participating in proceedings and any other agency activity.

Legal basis for language assistance requirements

Title VI of the Civil Rights Act of 1964 states that “no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives Federal financial assistance.” The Supreme Court, in *Lau v. Nichols*, 414 U.S. 563 (1974), held that this requirement prohibits conduct that has a disproportionate effect on LEP persons because such conduct constitutes national origin discrimination.

Executive Order 13166 states that recipients must take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. U.S. DOT published guidance for its recipients on December 14, 2005, which clarified that their recipients are required to take responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are LEP.

Who are the Limited English Proficient (LEP)?

LEP individuals do not speak English as their primary language and have a limited ability to read, write, speak, or understand English. Many LEP persons are in the process of learning English and may read, write, speak, and/or understand some English, but not proficiently. LEP status may be context specific – an individual may have sufficient English language skills to communicate basic information (name, address etc.) but may not have sufficient skills to communicate detailed information (e.g., medical information, eyewitness accounts, information elicited in an interrogation, etc.) in English.

Four Factor Analysis

In order to ensure meaningful access to programs and activities, HCT uses the information obtained in the Four Factor Analysis to determine the specific language services that are appropriate to provide. A careful analysis can help a recipient determine if it communicates effectively with LEP persons and will inform language access planning. The Four Factor Analysis is an individualized assessment that balances the following four factors:

Factor #1 Assessing the number and proportion of LEP persons served or encountered in the eligible service population

US Census Bureau data for Hub City Transit (HCT) service area has been obtained for the year 2010 to complete this analysis. 2010 census data summary for the City of Hattiesburg Spanish LEP populations.

County	Spanish speakers with low or no English Proficiency
City of Hattiesburg	1561

This data suggests that there is likely population of LEP individuals that may benefit from HCT services and languages-specific outreach.

Factor #2: Assessing the frequency with which LEP individuals come into contact with the program, activity, or service

HCT drivers noticed an increase in individuals using transit who appeared not to speak or understand English. Some of this increase is attributed to a rise in migrant labor that came to work on recovery and reconstruction projects following Hurricane Katrina and elected to stay in the region permanently.

In 2006, HCT implemented a program of providing Spanish-language materials (schedules, flyers, fare information and public announcements) to address the growing number of Spanish-speaking riders in the system. The 2010 census data confirms a 20% increase in the Spanish population across the Urbanized Area.

As part of the ongoing Title VI Demographic review of the system, on-board passenger surveys are conducted to monitor passenger characteristics and demographics. The results of these surveys include information on the number of riders who speak or understand English “not well” or “not at all”. Survey results consistently indicate that 97% of respondents identify English as their primary language. Of those indicating another language, the majority identified Spanish as their primary language.

Factor #3: Assessing the nature and importance of the program, activity, or service provided by the program

HCT provides general public transportation to individuals who have no or very limited English skills on a daily basis. Some of these individuals, based upon HCT staff comments and observations, have a limited knowledge of English or travel with individuals who possess the necessary skills to communicate with the bus driver.

Recognizing an increase in the Spanish speaking, HCT has taken steps to accommodate LEP individuals in the HCT service area. These steps are outlined in the following Section.

Factor #4: Assessing the resources available to the recipient and costs

Without a dedicated local source of match for FTA funds, local funding comes from a combination of local government appropriations and fare revenues.

As such, the amount of local funding for operations will vary from year-to-year based upon passenger volume and competing local demands of other community service providers.

HCT has taken several steps to enhance its ability to communicate effectively with LEP individuals and provide the necessary language and translation services to those who require assistance. This includes the provision of schedules, notices and forms in Spanish and English. Translation services are made available, upon request, prior to all public hearings.

Language Assistance Plan

HCT uses results of the four factor analyses to determine which language assistance services are appropriate.

Language Assistance Measures

HCT uses a variety of methods to provide support for those who may require language assistance in order to fully participate in offered services, programs and activities including:

- Provision of Spanish-language materials for all HCT route schedule announcements posted on vehicles and in transit facilities.
- Update to the HCT Riders Guide continue to include English and Spanish-language schedules for the general public.
- Title VI Complaint forms and notices included in this plan are translated to Spanish.
- Publishing public notices and engagement materials in both Spanish and English.
- LEP targeted outreach is conducted as needed
- Coordination of interpreters for meetings and other events.

HCT also makes available its management and operations staff to meet with groups to discuss options available within its service area and individual communities. These sessions include orientation to routes and help understanding schedules and existing services. Requests to have such meetings or events can be made by the community to the Executive Director's office.

Training Staff

HCT staff is instructed to direct LEP persons to the designated Spanish language specialists on HCT's permanent staff. Phone calls which come into the HCT offices from LEP persons are connected to these individuals. If HCT personnel (drivers or staff) encounter an individual on route that is LEP, they place this individual in radio contact with the appropriate HCT staff for translation.

Providing Notice to LEP Persons

HCT makes available all public notices regarding changes and updates in services provided in English and Spanish language through the following outlets:

- HCT Administrative Offices, 1001 S Tipton Street, Hattiesburg, MS.
- Posting on all HCT fixed route and demand-response buses for a period of at-least 30 days concurrently with all advertised changes.

The following service-related items are made available at no cost to the LEP population:

- Provision of Spanish-language materials for all HCT route schedule announcements posted on vehicles and in transit facilities.
- Update to the general schedule books continue to include English and Spanish-language schedules for the general public.
- All announced changes in HCT services in response to natural disaster or general public emergency, are made in English and Spanish. (Translation/production of notices in response to emergencies will be produced as timely as possible.)

Monitoring and Updating the LEP Plan

This plan will be reviewed and re-evaluated every three years as part of the Title VI Plan update process required by FTA. The review will determine if changes in the LEP population within the HCT service area require an update to currently used measures to provide information and communication. At a minimum, this review will follow the identified Title VI program schedule for service expansion/retraction. Consideration will be given to the following:

- Level of current LEP populations in the HCT service area;
- Frequency of LEP population encounters, based upon HCT surveys and staff reports;
- Requests for translation and second language information to HCT staff;
- Review of contact with community agencies and others representing LEP persons and requests made for transit information and services;
- Participation of LEP groups (or their representatives) at public meetings or hearings regarding changes in service;
- Whether the materials provided and methods used are meeting the needs of the LEP population.

The following items, at a minimum, will be assessed using the checklist provided below

Monitoring Checklist, LEP Populations in HCT Service Area	
<u>Transit Centers</u> – locations on the HCT system where transfers would occur between 2 or more HCT Fixed-routes or from HCT Demand-Response services to Fixed-Route	Have translated instructions on how to make fare payments been made available?
	Have translated schedules, route maps, or information on how to use the system been made available?
	Has the information been placed in a visible location?
	Can a person who speaks limited English or another language receive assistance from HCT staff when asking for directions? How is this assistance provided?
<u>HCT Revenue Vehicles</u> – All buses which are used in revenue service on the fixed-route and demand-response systems	Have translated instructions on how to make fare payments been made available?
	Is the same information included in existing schedules and route books?
	Has the information been placed in a visible location on all vehicles?
<u>Customer Service</u> – All interactions with the public by HCT transit service personnel (Administrative staff, Drivers) regarding services provided	How many customer service calls come in from an individual who speaking languages other than English?
	Can customer service representatives describe to a caller what language assistance the agency provides and how to obtain translated information or oral interpretation?
	Can a person speaking limited English or a language other than English request information from a customer service representative?
<u>Community Outreach</u> – All interactions with the public by HCT transit service personnel (Administrative staff, Drivers) regarding updates/changes in services and programs	Have translators been requested or made present at community meetings?
	Are translated versions of any written materials that are handed out at a meeting provided?
	Can members of the public provide oral as well as written comments in languages other than English?
	Are meeting notices, press releases, and public service announcements requested to be translated into languages other than English?

Dissemination of the LEP Plan

The LEP plan has been incorporated into the HCT Title VI Plan to provide a single source for non-discrimination compliance. Electronic copies of the complete plan can be downloaded from the HCT website or requested via email to mpo@hattiesburgms.com. Printed copies are available for review at the HCT administrative office on 1001 S Tipton Street and at Intermodal Facility on 308 Newman Street. People requesting a copy in an alternative format should mail their request to MPO Division, 308 Newman Street, Hattiesburg, MS 39401, can email their request to mpo@hattiesburgms.com or call in their request to 601-545-6325.

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APPENDIX

Public Notice of Protection under Title VI

Notifying the Public of Rights Under Title VI

Hub City Transit (HCT)

- The Hub City Transit operates its programs and service without regard to race, color, and national origin in accordance with the Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the Hub City Transit.
- For more information on the City of Hattiesburg civil rights program, and the procedures to file a complaint, contact MPO Division, 308 Newman Street, Hattiesburg, MS 39401. Copies of HCT's Title VI program including procedures for filing a complaint are available at MPO Division, 308 Newman Street, Hattiesburg MS 39401, or copies in an alternative format by calling 601-545-6325.
- Complaint forms are available at www.hattiesburg.com/hct, 308 Newman Street, Hattiesburg, MS, or mpo@hattiesburgms.com.
- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave, SE, Washington, DC 20590
- If information is needed in another language, contact 601-545-6325.
- Si se necesita informacion en otro idioma, el contacto 601-545-6325.

Title VI Plan Review Notices

NOTICE FOR PUBLIC COMMENT HUB CITY TRANSIT TITLE VI UPDATE

In compliance with FTA regulations, MPO and HCT are conducting a full update to their Title VI Plan which outlines how identified low-income, limited English proficient and minority populations are served by their transit services. The draft will be available for review and comments from **Thursday, December 19, 2019** through **Monday, January 20, 2020**.

Draft plans are available at the HCT transit facility at 1001 S. Tipton Street, Hattiesburg, MS 39401, the MPO offices at 308 Newman Street Hattiesburg, MS 39401 and online at www.hattiesburgms.com/hct. The public is encouraged to participate in the development process by reviewing the draft plan, discussing it with the planning team and/or providing written comment for consideration. Individuals who do not have use of a computer are encouraged to visit their local public library for access to the World Wide Web. To request a copy of the draft, ask questions and submit your feedback, please contact the MPO office by phone at (601) 545-6325, by email at mpo@hattiesburgms.com or by mail to the address below:

City of Hattiesburg
MPO Division
308 Newman Street
Hattiesburg, MS 39401

To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate can contact the HPFL-MPO office at (601) 545-6259; or e-mail mpo@hattiesburgms.com to make arrangements.

Written comments should be directed to the MPO, at the above address and must be received by **Monday, January 20, 2020**.

The Public Notice will be acknowledged by the Hattiesburg City Council on December 17, 2019 and published in the newspaper on December 19 & 26, 2019.

LOCATIONS WHERE NOTICE IS POSTED

1. Hub City Transit. 1001 S Street, Hattiesburg, MS 39401
2. Hattiesburg Intermodal Facility 308 Newman Street, Hattiesburg, MS 39401
3. City of Hattiesburg City Hall 200 Forrest Street Hattiesburg, MS 39401
4. Forrest County Administrative Office 641 North Main Street, Hattiesburg, MS 39401
5. Lamar County Administrative Office 203 North Main Street, Purvis, MS 39475

Noticia de Reviso de Plan Titulo VI

NOTICIA PUBLICA

Periodo de Reviso y Commentario Publico de Hub City Transit desde el 19 de Diciembre hasta el 20 de Enero. En conformidad con las regulaciones del FTA , MPO y HCT estan conduciendo una actualizacion completo de su Plan Titulo VI que delinea como identificar a las personas de bajos recursos, a las personas que hablan muy poco ingles y a las personas de poblaciones de minorias que usan los servicios de transito. El planes propuesto esta disponible en las estaciones de transito del HCT en Hattiesburg, en las oficinas de MPO, direccion 308 Newman st Hattiesburg, MS 39401 y en linea www.hattiesbug.com/htc. Queremos alentar al publico a que participen en el proceso de desarrollo con revisar nuestro plan y hablar con nuestros planeadores sobre el plan or entregarnos sus recommendaciones por escrito para que nuestros planeadores puedan considerarlos. Ustedes pueden pedir copia de el plan propuesto de tres maneras:

- Por telephono al llamar al 601- 545- 6325
- Por email a mpo@hattiesburgms.com
- Or por correo national o en persona a la direccion 308 Newman Street, Hattiesburg MS 39401

Esta Noticia Publica sera actualizada por el Consejo de Gobierno de la ciudad de Hattiesburg el dia 17 de Diciembre del 2019 y publicada en el periodico el 19 y el 26 de Diciembre del 2019.

UBICACIONES DONDE SE PUBLICA EL AVISO

1. Hub City Transit. 1001 S Street, Hattiesburg, MS 39401
2. Hattiesburg Intermodal Facility 308 Newman Street, Hattiesburg, MS 39401
3. City of Hattiesburg City Hall 200 Forrest Street Hattiesburg, MS 39401
4. Forrest County Administrative Office 641 North Main Street, Hattiesburg, MS 39401
5. Lamar County Administrative Office 203 North Main Street, Purvis, MS 39475

Para garantizar el cumplimiento de la Ley de Estadounidenses con Discapacidades (ADA), las personas con discapacidades que requieren ayudas o servicios para participar pueden comunicarse con la oficina de HPFL-MPO al (601) 545-6259; o envíe un correo electrónico a mpo@hattiesburgms.com para hacer los arreglos.

Stakeholders

Agency	Address	City	ZIP	Contact
City of Hattiesburg	P.O. Box 1898	Hattiesburg	39401	Toby Barker/Mayor
Lumberton	P.O. Box 211	Lumberton	39455	Quincy Rogers
Petal	P.O. Box 564	Petal	39465	Hal Marx
Purvis	P.O. Box 308	Purvis	39475	Roger Herrin
Sumrall	P.O. Box 247	Sumrall	39482	Heath Sumrall
Board of Supervisors	P.O. Box 1310	Hattiesburg	39403	David Hogan
Board of Supervisors	P.O. Box 1240	Purvis	39475	Joe Bounds
Federal Highway Administration	666 N. St. Suite 105	Jackson	39215	Andrew Hughes
Forrest Co. Board of Supervisors	P.O. Box 1310	Hattiesburg	39403	Chris Bowen
MDOT	P.O. Box 1850	Jackson	39215	Jeff Ely
MDOT	P.O. Box 1850	Jackson	39215	Perry Brown
Board of Supervisors	P.O. Box 1310	Hattiesburg	39403	Roderick Woullard
Neel-Schaffer	P.O. Box 1487	Hattiesburg	39403	Steven Twedt
MDOT	PO Box 1850	Jackson	39215	Melinda McGrath
Grove Transit	1721 Hardy St	Hattiesburg	39402	Dan Reid
DJ Shuttle and Tours	101 Hardy St	Hattiesburg	39401	Johnny Williams
Ability Works, Inc.	18 JM Tatum Industrial Drive	Hattiesburg	39401	Bill McDonald
William Carey University	498 Tuscan Avenue	Hattiesburg	39401	Robert Bevoms
Historic Hattiesburg Downtown Association	P.O. Box 150	Hattiesburg	39403	Andrea Saffle
South MS Planning and Development	9229 Hwy 49	Gulfport	39503	Allison Beasley
Hattiesburg Area Association of Realtors	411 Classic Drive	Hattiesburg	39402	Office Manager
Area Development Partnership	1 Convention Center Plaza	Hattiesburg	39401	Chad Newell

Library of Hattiesburg Petal and Forrest County	329 Hardy St	Hattiesburg	39401	Pamela Pridgen
MS Association of Broadcaster	855 S. Pear Orchard Rd – Ste. 403	Ridgeland	39157	Office Manger
HFPL MPO	P. O. Box 1898	Hattiesburg	39403	Andrew Ellard
City of Hattiesburg	P.O. Box 1898	Hattiesburg	39403	Lamar Rutland
Hattiesburg-Laurel Regional Airport Authority	1002 Terminal Drive	Moselle	39459	Tom Heanue, PE
State Senator	P.O. Box 407	Heidelberg	39439	Juan Barnett
State Senator	27 Troon Circle	Hattiesburg	39401	Billy Hudson
State Senator	506 South Court St.	Ellisville	39437	Chris McDaniel
State Senator	53 Tidewater Road	Hattiesburg	39402	John Polk
State Rep	17 Byrd Rd.	Petal	39465	Larry Byrd
State Rep	545 Otho Davis Road	Lumberton	39455	John Glen Corley
State Rep	P.O. Box 18247	Hattiesburg	39404	Chris Johnson
State Rep	P.O. Box 19089	Hattiesburg	39404	Missy McGee
State Rep	P.O. Box 1767	Hattiesburg	39403	Percy W. Watson
State Rep	92 Pigott Easterling Rd	Tylertown	39667	Bill Pigott
Mississippi Christian Family Services	P.O. Box 487	Rolling Fork	39159	Leigh Anne Tilghman
Pine Belt Mental Healthcare Resources	P.O. Box 1030	Hattiesburg	39403	Office Manager
Hub City Transit	P. O. Box 1898	Hattiesburg	39403	Vincent Nelms
Lamar County School District	424 Martin Luther King Dr.	Purvis	39475	Tess Smith
Forrest County School District	400 Forrest Street	Hattiesburg	39475	Faye Lancaster
City of Hattiesburg Public Works Dept.	103 Faulkner St	Hattiesburg	39401	Ronnie Perkins
City of Hattiesburg / Urban Development	PO Box 1898	Hattiesburg	39403	Tonya Jordan
City of Hattiesburg / Urban Development	PO Box 1898	Hattiesburg	39403	Stephanie Hall-Campos

City of Hattiesburg	PO Box 1898	Hattiesburg	39403	Samantha McCain
Hattiesburg Fire Department	622 Corinne Street	Hattiesburg	39401	Sherrocko Stewart
Hattiesburg City Council Clerk	PO Box 1898	Hattiesburg	39403	Ronda Cole
Hattiesburg City Council Deputy Clerk	PO Box 1898	Hattiesburg	39403	Lisa Luu Jolly

DRAFT



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director, Dori Thompson, Office Manager

cc: Kermas Eaton, City Clerk

Date: Tuesday, December 17, 2019

Re: Acknowledge receipt of a Drainage Release located at PPIN 12975 Lakewood Drive executed by Craig Flanagan.
File Number: 2019-401
Minute Book #

Summary

Acknowledge receipt of a Drainage release, executed by Craig Flanagan, releasing the City from any damages which may occur due to the construction located at PPIN 12975 Lakewood Drive.

Recommendation Statement

Please place this on the December 17, 2019 City Council meeting for consideration.

Prepared by:

City of Hattiesburg
Urban Development/Planning
PO Box 1898
Hattiesburg, MS 39403-1898

Return to:

City of Hattiesburg
Planning Division
PO Box 1898
Hattiesburg, MS 39403-1896

STATE OF MISSISSIPPI

COUNTY OF Lamar

DRAINAGE RELEASE

WHEREAS, the undersigned SPS Properties LLC are the owners of that certain property located in the City of Hattiesburg, County, Mississippi known as _____ and more particularly described as:

PPIN 12975 Lakewood Drive

WHEREAS, a structure will be constructed contrary to Section 1 of Ordinance Number 1858 (see Section 22.6 of the City of Hattiesburg Code of Ordinances) and there is a likelihood of surface water flowing across said lot; and

WHEREAS, said SPS Properties LLC is now applying to the City of Hattiesburg for a building permit to construct said structure; and

WHEREAS, the City of Hattiesburg is willing to issue such building permit only upon the condition that the said SPS Properties LLC assumes the risk of damage to said house and lot from the surface waters passing down said City streets and avenues.

NOW, THEREFORE, for and in consideration of the issuance of a building permit to me by the City of Hattiesburg, I, the undersigned do hereby release and fully acquit the City of Hattiesburg for and from all damages which have accrued or may in the future accrue to me, my successors, or assignees in title to said lot by reason of surface waters which may flow from any City streets or avenues onto, near or across said lot as described above, or which may have heretofore flowed across said lot.

WITNESS MY SIGNATURE this the 7th day of Aug, A.D. 2019

Signature: Craig Flanagan

PRINTED/TYPED NAME: Craig Flanagan

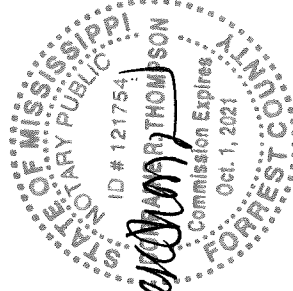
STATE OF Mississippi
COUNTY OF Lamar

PERSONALLY came and appeared before me, the undersigned authority in and for said state and county, the within named who acknowledged to me that he signed and delivered the above and foregoing drainage release as and for his free act and deed, on the day and year therein mentioned, and who acknowledged to me that he is the owner of the property described herein.

GIVEN under my hand and official seal on this the 7th day of August, A.D. 2019

NOTARY PUBLIC
(SEAL)

My Commission expires:





Memorandum

To: Mayor Toby Barker and Members of City Council
From: Andrew Ellard, Director, Dori Thompson, Office Manager
cc: Kermas Eaton, City Clerk
Date: Tuesday, December 17, 2019
Re: Acknowledge receipt of a Drainage Release, executed by Anil Patel, SHS Hattiesburg LLC, for Springhill Suites, 6574 Hwy 49N.
File Number: 2019-403
Minute Book #

Summary

Acknowledge receipt of a Drainage Release, executed by Anil Patel, SHS Hattiesburg LLC, releasing the City from any damages which may occur due to the construction located at 6574 Hwy 49N, Springhill Suites.

Recommendation Statement

Please place this on the December 17, 2019 City Council meeting for consideration.

Prepared by:
City of Hattiesburg
Land Code Division
PO Box 1898
Hattiesburg, MS 39403-1898

Return to:
City of Hattiesburg
Planning Division
PO Box 1898
Hattiesburg, MS 39403-1896

STATE OF Mississippi

COUNTY OF Forrest

DRAINAGE RELEASE

WHEREAS, the undersigned SHS Hattiesburg, LLC are
the owners of that certain property located in the City of Hattiesburg,
County, Mississippi known as Springhill Suites Hotel and
more particularly described as:

6574 Hwy 49N

WHEREAS, a structure will be constructed contrary to Section 1 of Ordinance
Number 1858 (see Section 22.6 of the City of Hattiesburg Code of Ordinances) and
there is a likelihood of surface water flowing across said lot; and

WHEREAS, said SHS Hattiesburg, LLC is now applying
to the City of Hattiesburg for a building permit to construct said structure; and

WHEREAS, the City of Hattiesburg is willing to issue such building permit
only upon the condition that the said SHS Hattiesburg, LLC assumes
the risk of damage to said house and lot from the surface waters passing down said
City streets and avenues.

NOW, THEREFORE, for and in consideration of the issuance of a building permit to me by the City of Hattiesburg, I, the undersigned do hereby release and fully acquit the City of Hattiesburg for and from all damages which have accrued or may in the future accrue to me, my successors, or assignees in title to said lot by reason of surface waters which may flow from any City streets or avenues onto, near or across said lot as described above, or which may have heretofore flowed across said lot.

WITNESS MY SIGNATURE this the 22 day of October, A.D. 2019.

Signature: Anil Patel

PRINTED/TYPED NAME: ANIL PATEL

STATE OF Mississippi
COUNTY OF Forrest

PERSONALLY came and appeared before me, the undersigned authority in and for said state and county, the within named who acknowledged to me that he signed and delivered the above and foregoing drainage release as and for his free act and deed, on the day and year therein mentioned, and who acknowledged to me that he is the owner of the property described herein.

GIVEN under my hand and official seal on this the 22 day of October, A.D. 2019

NOTARY PUBLIC
(S E A L)

My Commission expires:

Kimberly G Newsome

NOTARY PUBLIC

Chatham County, GEORGIA

My Commission Expires 02/06/2023

Kimberly G Newsome



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 17, 2019

Re: Acknowledge no proposals were received for the Reverse Auction for One (1) Electric Traction Elevator B 5000# by the deadline on December 5, 2019 and Authorize re-advertisement for the Elevator.
File Number: 2019-407
Minute Book #

Summary

Acknowledge no proposals were received for the Reverse Auction for One (1) Electric Traction Elevator B 5000# by the deadline on December 5, 2019 and Authorize re-advertisement for the Elevator.

Recommendation Statement

This is the advertisement for the Elevator for the Public Safety Complex. I recommend approval of advertisement.

Please place this on the December 17, 2019 City Council meeting for consideration.

NOTICE TO BIDDERS:

NOTICE is hereby given that the City Clerk of the **City of Hattiesburg**, Mississippi, will receive bids in the following manner:

PROPOSALS will be accepted until **10:00 A.M. on Thursday, January 16, 2020** by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401, for furnishing the City's requirements for the following:

Electric Traction Elevator B 5000#

Detailed specifications and procedures may be downloaded from Central Bidding at www.centralbidding.com. All proposals must comply with the specifications provided, and must be uploaded by the date and time stated above. For questions regarding specifications please call Lamar Rutland at 601-545-4540. For any questions relating to the electronic submission process, please call Central Bidding at 225-810-4814.

Submissions will be evaluated and vendors submitting acceptable proposals will be invited to submit priced bids via **reverse auction**, which will take place on **January 30, 2020 at 10:30 a.m.** The above shall be bid upon and delivered as per detailed specifications. Electronic BIDS may be securely uploaded at www.centralbidding.com.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the **26th** day of **December, 2019** and the **2nd** day of **January, 2020**.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on: **December 26, 2019 & January 2, 2020**

The Post and Clarion Ledger

Return PROOF to City Clerk

P O Box 1898

Hattiesburg, MS 39403-1898

SECTION 14 21 10
ELECTRIC TRACTION ELEVATOR B 5000#

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: Electric Traction Elevators.
- B. Products Supplied But Not Installed Under this Section:
 - 1. Hoist Beam
 - 2. Pit Ladder
 - 3. Inserts mounted in block walls for rail attachments
- C. Work Supplied Under Other Sections:
 - 1. Temporary lighting, including temporary lighting in hoistway for machine space with switch located in hoistway on the strike jamb side of top landing door.
 - 2. Main line disconnects for each elevator.
 - a. One fused three phase permanent power in building electrical distribution room
 - b. One non fused three phase permanent power in hoist way at top landing
 - 3. Hoistway ventilation shall be in accordance with local and national building code requirements.
 - 4. Guide Rail Support shall be structurally adequate to extend from pit floor to top of hoistway, with spans in accordance with requirements of authority having jurisdiction and final layouts.
 - 5. Removable barricades at all hoistway openings, in compliance with OSHA 29 CFR 1926.502 in addition to any local code requirements.
 - 6. Lifeline attachments capable of withstanding 5000 lb load in accordance with OSHA 29 CFR 1926.502. Provide a minimum of 2 at the top, front of each hoistway.
 - 7. Pit lighting: Fixture with switch and guards. Provide illumination level equal to or greater than that required by ASME A17.1/CSA B44 2000, or applicable version.
 - 8. Control space lighting with switch. Coordinate switch with lighting for machine space as allowable by code.
- D. Related sections:
 - 1. Section 01 50 00 - Temporary Facilities and Controls
 - 2. Section 03 30 00 - Cast-in-Place Concrete:

3. Section 04 22 00 – Concrete Masonry Units
 4. Section 05 50 00 - Metal Fabrications
 5. Section 26 05 11 – Electrical General Requirements
 6. Section 31 23 18 – Earthwork for Structures
- E. Industry and government standards:
1. ICC/ANSI A117.1 Accessible and Usable Buildings and Facilities
 2. ADAAG - Accessibility Guidelines for Buildings and Facilities
 3. ANSI/NFPA 70, National Electrical Code
 4. ANSI/NFPA 80, Standard for Fire Doors and Fire Windows
 5. ASME/ANSI A17.1, Safety Code for Elevators and Escalators.

1.02 DESCRIPTION OF ELEVATOR

- A. Elevator Equipment: KONE EcoSpace™ gearless traction elevator
- B. Equipment Control: KCM831
- C. Drive: Non Regenerative
- D. Quantity of Elevators: [1]
- E. Landings: [3]
- F. Openings: [3] Front Openings
- G. Travel: [25' 0" +/- ; 150']
- H. Rated Capacity: [5000 lbs]
- I. Rated Speed: [150] fpm
- J. Clear Inside Dimensions (W x D): [5'-6-3/16" x 8'-9-3/16"]
- K. Cab Height: [8' 0"]
- L. Clear height under suspended ceiling: [13']
- M. Entrance Width and Type: [4'-0" Center (as shown in drawings)]
- N. Entrance Height: [7'-0"]
- O. Main Power Supply: [480] Volts + 5%, three-phase
- P. Operation: [Simplex]
- Q. Machine Location: Inside the hoistway mounted on car guide rail

- R. Control Space Location: [Integrated]
- S. Elevator Equipment shall conform to the requirements of seismic zone: [non-seismic]
- T. Maintenance Service Period: [12] months

1.03 PERFORMANCE REQUIREMENTS

A. Car Performance

- 1. Car Speed $\pm$ 5% of contract speed under any loading condition or direction of travel.
- 2. Car Capacity: Safely lower, stop and hold (per code) up to 125% of rated load.

B. System Performance

- 1. Vertical Vibration (maximum): 25 mg
- 2. Horizontal Vibration (maximum): 25 mg
- 3. Jerk Rate (maximum): 1.3 ft/sec³
- 4. Acceleration (maximum) 1.3 ft/sec²
- 5. In Car Noise: = 55 dB(A)
- 6. Leveling Accuracy: $\pm$ 0.2 inches
- 7. Starts per hour (maximum): 120

1.04 SUBMITTALS

- A. Comply with Section 01 33 00 - Submittal Procedures.
- B. Product Data: Submit manufacturer's product literature for each proposed system.
 - 1. Cab design, dimensions and layout.
 - 2. Layout, finishes, and accessories and available options.
 - 3. Controls, signals and operating system.
 - 4. Color selection charts for cab and entrances.
- C. Shop Drawings:
 - 1. Clearances and travel of car.
 - 2. Clear inside hoistway and pit dimensions.
 - 3. Location and layout of equipment and signals.
 - 4. Car, guide rails, buffers and other components in hoistway.
 - 5. Maximum rail bracket spacing.

6. Maximum loads imposed on building structure.
 7. Hoist beam requirements.
 8. Location and sizes of access doors.
 9. Location and details of hoistway door and frames.
 10. Electrical characteristics and connection requirements.
- D. Operation and maintenance data:
1. Provide manufacturer's standard maintenance and operation manual.
- E. Diagnostic Tools
1. Prior to seeking final acceptance for the completed project as specified by the Contract Documents, the Elevator Contractor shall deliver to the Owner any specialized tool(s) that may be required to perform diagnostic evaluations, adjustments, and/or parametric software changes and/or test and inspections on any piece of control or monitoring equipment installed. This shall include any specialized tool(s) required for monitoring, inspection and/or maintenance where the means of suspension other than conventional wire ropes are furnished and installed by the Elevator Contractor. Any and all such tool(s) shall become property of the Owner. Any diagnostic tool provided to the Owner by the Elevator Contractor shall be configured to perform all levels of diagnostics, systems adjustment and parametric software changes which are available to the Elevator Contractor. In those cases where diagnostic tools provided to the Owner require periodic recalibration/or re-initiation, the Elevator Contractor shall perform such tasks at no additional cost to the Owner for a period equal to the term of the maintenance agreement from the date of final acceptance of the completed project. During those intervals in which the Owner might find it necessary to surrender a diagnostic tool for re-calibration, re-initiation, or repair, the Elevator Contractor shall provide a temporary replacement for the tool at no additional cost to the Owner. The Elevator Contractor shall deliver to the Owner, printed instructions for the proper use of any tool that may be necessary to perform diagnostic evaluations, system adjustment, and/or parametric software changes on any unit of microprocessor-based elevator control equipment and means of suspension other than standard elevator steel cables furnished and install by the Elevator Contractor. Accompanying the printed instructions shall be any and all access codes, password, or other proprietary information that is necessary to interface with the microprocessor-control equipment.

1.05 QUALITY ASSURANCE

- A. Manufacturer: Minimum of fifteen years experience in the fabrication, installation and service of elevators of the type and performance of the specified. The manufacturer shall have a documented quality assurance program.
- B. Installer: The equipment manufacturer shall install the elevator.
- C. Inspection and Testing: In accordance with requirements of local jurisdiction, obtain required permits, inspections and tests.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Comply with manufacturer's recommendations for delivery, storage and handling.

- B. If the construction site is not prepared to receive the elevator equipment at the agreed ship date, the General Contractor shall be responsible to provide a safe, dry, and easily accessible storage area on or off the premises. Additional labor costs for double handling will be the responsibility of the general contractor.
- C. Delivered elevator materials shall be stored in a protected environment in accordance with manufacturer recommendations. A minimum storage area of 10 feet by 20 feet is required adjacent to the hoistway.

1.07 WARRANTY

- A. Provide manufacturer warranty for a period of one year. The warranty period is to begin upon Substantial Completion of the Contract. Warranty covers defects in materials and workmanship. Damage due to ordinary use, vandalism, improper or insufficient maintenance, misuse, or neglect do not constitute defective material or workmanship.

1.08 MAINTENANCE SERVICE

- A. The elevator manufacturer shall provide maintenance service consisting of regular examinations and adjustments of the elevator equipment for a period of [12] months after date of substantial completion. Replacement parts shall be produced by the original equipment manufacturer.
- B. Maintenance service be performed during regular working hours of regular working days and shall include [regular time call back service].
- C. Maintenance service shall not include adjustments, repairs or replacement of parts due to negligence, misuse, abuse or accidents.

PART 2 PRODUCTS

2.01 MANUFACTURER

- A. Provide AC gearless machine room-less elevator systems subject to compliance with the design and performance requirements of this specification. Elevator manufacturers may include but are not limited to one of the following:
 - 1. Basis of Design: EcoSpace™ traction elevators by KONE, Inc. (www.kone.com).
 - 2. Other acceptable machine room-less products: manufacturer with minimum 15 years experience in manufacturing, installing, and servicing elevators of the type required for the project.

2.02 EQUIPMENT: CONTROL COMPONENTS AND CONTROL SPACE

- A. Controller: Provide microcomputer based control system to perform all of the functions.
 - 1. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open.
 - 2. Controller shall be separated into two distinct halves; Motor Drive side and Control side. High voltage motor power conductors shall be routed and physically segregated from the rest of the controller.
 - 3. Provide a serial cardrack and main CPU board containing a non-erasable EPROM and operating system firmware.

- 4. Variable field parameters and adjustments shall be contained in a non-volatile memory module.
- B. Drive: Provide Variable Voltage Variable Frequency AC drive system to develop high starting torque with low starting current.
- C. Controller Location: Locate controller{s} in the front wall integrated with the top landing entrance frame, machine side of the elevator. A separate control space should not be required.

2.03 EQUIPMENT: HOISTWAY COMPONENTS

- A. Machine: AC gearless machine, with permanent magnet synchronous motor, direct current electro-mechanical disc brakes and integral traction drive sheave, mounted to the car guide rail at the top of the hoistway.
- B. Governor: Friction type over-speed governor rated for the duty of the elevator specified.
- C. Buffers, Car and Counterweight: [Polyurethane buffer].
- D. Hoistway Operating Devices:
 - 1. Emergency stop switch in the pit
 - 2. Terminal stopping switches.
 - 3. Emergency stop switch on the machine
- E. Positioning System: System consisting of magnets and proximity switches.
- F. Guide Rails and Attachments: Steel rails with brackets and fasteners.

2.04 EQUIPMENT: HOISTWAY ENTRANCES

- A. Hoistway Entrances
 - 1. Sills: extruded.
 - 2. Doors: Hollow metal construction with vertical internal channel reinforcements.
 - 3. Fire Rating: Entrance and doors shall be UL fire-rated for 1-1/2 hour.
 - 4. Entrance Finish: [Stainless Steel].
 - 5. Entrance Markings Jamb Plates: Provide standard entrance jamb tactile markings on both jambs, at all floors. Plate Mounting: Refer to manufacturer drawings.

2.05 EQUIPMENT: CAR COMPONENTS

- A. Car Frame: Provide car frame with adequate bracing to support the platform and car enclosure.
- B. Platform: Platform shall be all steel construction.
- C. Car Guides: Provide guide-shoes mounted to top and bottom of both car and counterweight frame. Each guide-shoe assembly shall be arranged to maintain constant contact on the rail surfaces. Provide retainers in areas with Seismic design requirements.

D. Steel Cab Finish: Brushed Stainless Steel.

1. Car Wall Panels: Stainless Steel on side and rear walls.
2. Car Front Finish: Stainless Steel (standard).
3. Car Door Finish: Stainless Steel (standard).
4. Ceiling: LF-1.
5. Handrail: 1.25" Round Stainless Steel
 - a. Finish: Stainless Steel (standard).; rails to be located on [back] of car enclosure.
6. Flooring: By others. (Not to exceed 2sqft and 1/2" finished depth.)
7. Threshold: Aluminum

E. Emergency Car Signals

1. Emergency Siren: Siren mounted on top of cab that is activated when the alarm button in the car operating panel is engaged. Siren shall have rated sound pressure level of 80 dB(A) at a distance of three feet from device. Siren shall respond with a delay of not more than one second after activation of alarm button.
2. Emergency Car Lighting: Provide emergency power unit employing a 12-volt sealed rechargeable battery and totally static circuits shall illuminate the elevator car and provide current to the alarm bell in the event of building power failure.
3. Emergency Exit Contact: An electrical contact shall be provided on the car-top exit.
4. Ventilation: [fan].

2.06 EQUIPMENT: SIGNAL DEVICES AND FIXTURES

A. Car Operating Panel: Provide car operating panel with all push buttons, key switches, and message indicators for elevator operation. Fixture finish to be: Stainless Steel (standard).

1. Signalization: KSS 570 Flush (Solid Snow White).
2. Flush mounted car operating panel shall contain a bank of round, mechanical, illuminated buttons marked to correspond to landings served, emergency call button, door open button, door close button, and key switches for lights, inspection, and exhaust fan. Buttons have [blue] illumination (halo). All buttons to have raised text and Braille marking on left hand side. The car operating display panel shall be [blue] DOT-matrix. All texts, when illuminated, shall be [blue].
3. Additional features of car operating panel shall include:
 - a. Car Position Indicator within operating panel [blue].
 - b. Elevator Data Plate marked with elevator capacity and car number on car top.
 - c. Help buttons with raised markings.
 - d. In car stop switch per local code.

- e. Firefighter's hat.
 - f. Firefighter's Phase II Key-switch.
 - g. Call Cancel Button.
 - h. Pre-programmed integrated ADA phone (complete description of krms features included as standard)
 - i. Help Button/Communicator. Activation of help button will initiate two-way communication between car and a location inside the building, switching over to alternate location if call is unanswered, where personnel are available to take the appropriate action. Visual indicators are provided for call initiation and call acknowledgement.
- B. Hall Fixtures: Wall mounted hall fixtures shall be provided with necessary push buttons and key switches for elevator operation. Wall mounted hall fixtures shall have a brushed stainless steel finish.
- 1. Hall fixtures shall feature round, mechanical, buttons in applied mount face frame. Hall fixtures shall correspond to options available from that landing. Buttons shall be in a vertically mounted fixture. Hall fixtures shall not be jamb-mounted. Hall lanterns shall feature [blue] illumination.
- C. Car Lantern and Chime: A directional lantern visible from the corridor shall be provided in the car entrance. When the car stops and the doors are opening, the lantern shall indicate the direction in which the car is to travel and a chime will sound. The chime will sound once for up and twice for down.

2.07 EQUIPMENT: ELEVATOR OPERATION AND CONTROLLER

- A. Elevator Operation
- 1. Simplex Collective Operation: Using a microprocessor-based controller, operation shall be automatic by means of the car and hall buttons. If all calls in the system have been answered, the car shall park at the last landing served.
 - 2. Zoned Car Parking.
 - 3. Relative System Response Dispatching.
- B. Standard Operating Features to include:
- 1. Full Collective Operation
 - 2. Fan and Light Control.
 - 3. Load Weighing Bypass.
 - 4. Ascending Car Uncontrolled Movement Protection
 - 5. Top of Car Inspection Station.
- C. Additional Operating Features to include:
- 1. Independent Service

2. Hoistway Access Bottom Landing
3. Hoistway Access Top Landing
4. Car Secure Access.
5. Provision for Card Reader in Car (Card Reader provided and Installed by others)
6. Provide provisions for coaxial cable for CCTV. CCTV by others.
7. Intercom Provisions
8. Emergency Battery Power Supply
 - a. When the main line power is lost for longer than 5 seconds the emergency battery power supply provides power automatically to the elevator controller. The elevator will rise or lower to the first available landing, open the doors, and shut down. The elevator will return to service upon the return of normal main line power. An auxiliary contact on the main line disconnect and shunt trip breaker (if used) will be provided by others.

D. Elevator Control System for Inspections and Emergency

1. Provide devices within controller to run the elevator in inspection operation.
2. Provide devices on car top to run the elevator in inspection operation.
3. Provide within controller an emergency stop switch to disconnect power from the brake and prevents motor from running.
4. Provide the means from the controller to mechanically lift and control the elevator brake to safely bring car to nearest available landing when power is interrupted.
5. Provide the means from the controller to reset the governor over speed switch and also trip the governor.
6. Provide the means from the controller to reset the emergency brake when set because of an unintended car movement or ascending car over speed.
7. Provide the means for the control to reset elevator earthquake operation.

2.08 EQUIPMENT: DOOR OPERATOR AND CONTROL

- A. Door Operator: A closed loop permanent magnet VVVF high-performance door operator shall be provided to open and close the car and hoistway doors simultaneously. Door movement shall be cushioned at both limits of travel. Electro-mechanical interlock shall be provided at each hoistway entrance to prevent operation of the elevator unless all doors are closed and locked. An electric contact shall be provided on the car at each car entrance to prevent the operation of the elevator unless the car door is closed.
- B. The door operator shall be arranged so that, in case of interruption or failure of electric power, the doors can be readily opened by hand from within the car, in accordance with applicable code. Emergency devices and keys for opening doors from the landing shall be provided as required by local code.
- C. Doors shall open automatically when the car has arrived at or is leveling at the respective landings. Doors shall close after a predetermined time interval or immediately upon

pressing of a car button. A door open button shall be provided in the car. Momentary pressing of this button shall reopen the doors and reset the time interval.

- D. Door hangers and tracks shall be provided for each car and hoistway door. Tracks shall be contoured to match the hanger sheaves. The hangers shall be designed for power operation with provisions for vertical and lateral adjustment. Hanger sheaves shall have polyurethane tires and pre-lubricated sealed-for-life bearings.
- E. Electronic Door Safety Device. The elevator car shall be equipped with an electronic protective device extending the full height of the car. When activated, this sensor shall prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors shall remain open as long as the flow of traffic continues and shall close shortly after the last person passes through the door opening.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Field measure and examine substrates, supports, and other conditions under which elevator work is to be performed.
- B. Do not proceed with work until unsatisfactory conditions are corrected.
- C. Prior to start of Work, verify hoistway is in accordance with shop drawings. Dimensional tolerance of hoistway from shop drawings: -0 inches +2 inches. Do not begin work of this section until dimensions are within tolerances.
- D. Prior to start of Work, verify projections greater than 2 inches (4 inches if ASME A17.1/CSA B44 2000 applies) must be beveled not less than 75 degrees from horizontal.
- E. Prior to start of Work, verify landings have been prepared for entrance sill installation. Traditional sill angle or concrete sill support shall not be required.
- F. Prior to start of Work, verify elevator pit has been constructed in accordance with requirements, is dry and reinforced to sustain vertical forces, as indicated in approved submittal. Verify that sumps or sump pumps located within pit will not interfere with installed elevator equipment.
- G. Prior to start of Work, verify control space has been constructed in accordance with requirements, with access coordinated with elevator shop drawings, including Sleeves and penetrations.
- H. Verify installation of GFCI protected 20-amp in pit and adjacent to each signal control cabinet in control space.

3.02 PREPARATION

- A. Coordinate installation of anchors, bearing plates, brackets and other related accessories.

3.03 INSTALLATION

- A. Install equipment, guides, controls, car and accessories in accordance with manufacturer installation methods and recommended practices.
- B. Properly locate guide rails and related supports at locations in accordance with manufacturer's recommendations and approved shop drawings. Anchor to building structure using isolation system to minimize transmission of vibration to structure.

- C. All hoistway frames shall be securely fastened to fixing angles mounted in the hoistway. Coordinate installation of sills and frames with other trades.
- D. Lubricate operating system components in accordance with manufacturer recommendations.
- E. Perform final adjustments, and necessary service prior to substantial completion.

3.04 CONSTRUCTION

- A. Interface with Other Work:
 - 1. Guide rail brackets attached to steel shall be installed prior to application of fireproofing.
 - 2. Coordinate construction of entrance walls with installation of door frames and sills. Maintain front wall opening until elevator equipment has been installed.
 - a. Ensure adequate support for entrance attachment points at all landings.
 - b. Coordinate wall openings for hall push buttons, signal fixtures and sleeves. Each elevator requires sleeves within the hoistway wall.
 - c. Coordinate emergency power transfer switch and power change pending signals as required for termination at the primary elevator signal control cabinet in each group.
 - d. Coordinate interface of elevators and fire alarm system.
 - e. Coordinate interface of dedicated telephone line.
 - f. Coordinate the installation of the non fused three phase permanent power disconnect in hoist way at top landing

3.05 TESTING AND INSPECTIONS

- A. Perform recommended and required testing in accordance with authority having jurisdiction.
- B. Obtain required permits and provide originals to Owner's Representative.

3.06 DEMONSTRATION

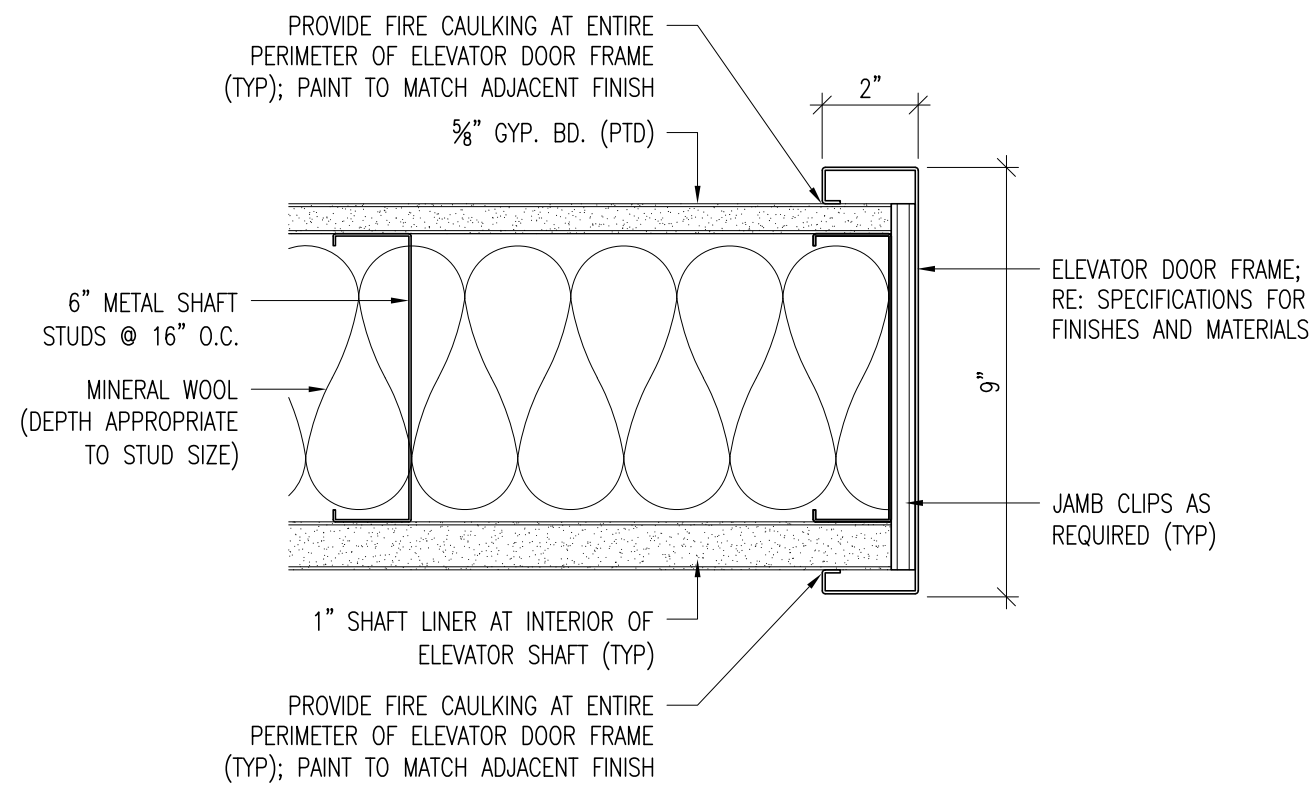
- A. Prior to substantial completion, instruct Owner's Representative on the proper function and required daily maintenance of elevators. Instruct personnel on emergency procedures.

END OF SECTION

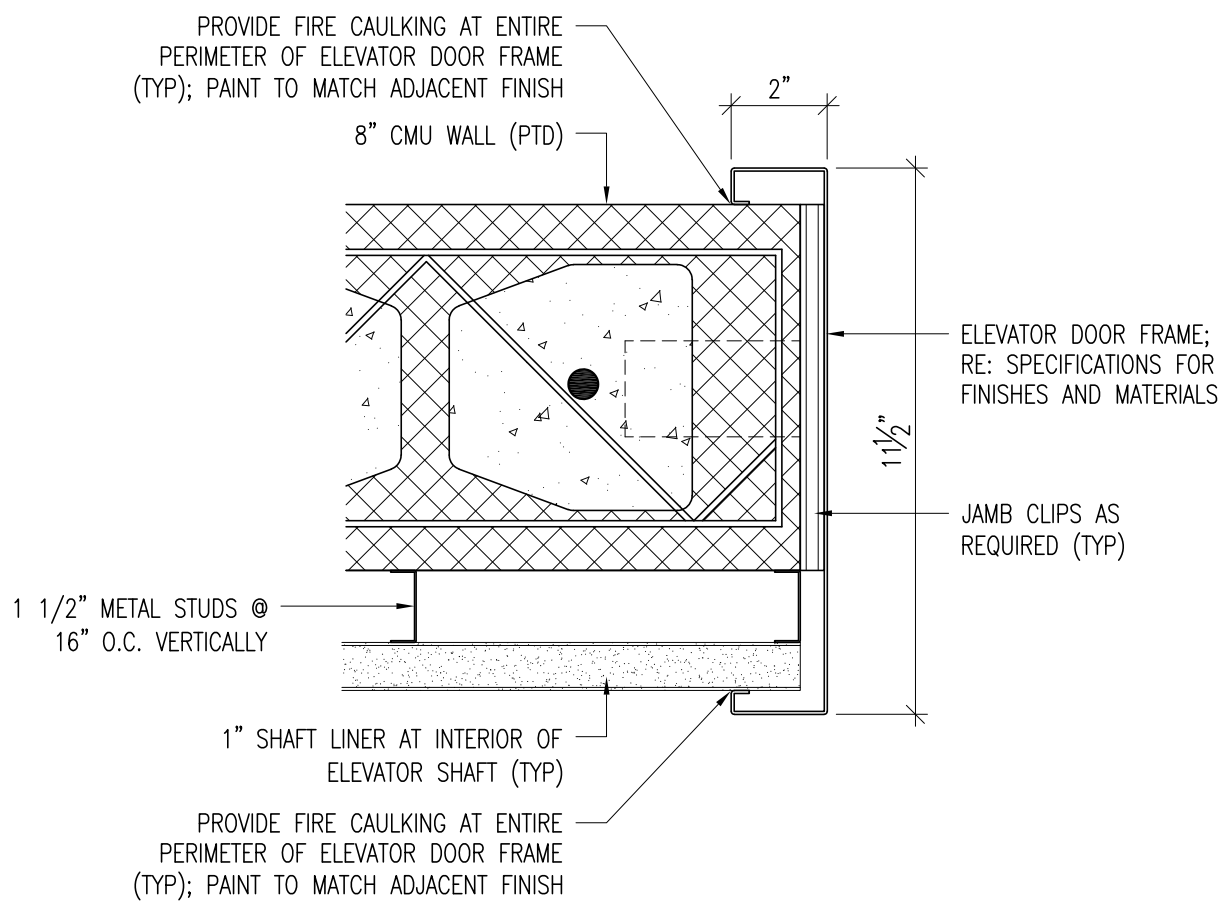
CONSTRUCTION COST
REDUCTION SET
JUNE 2019

Elevator Plan Note

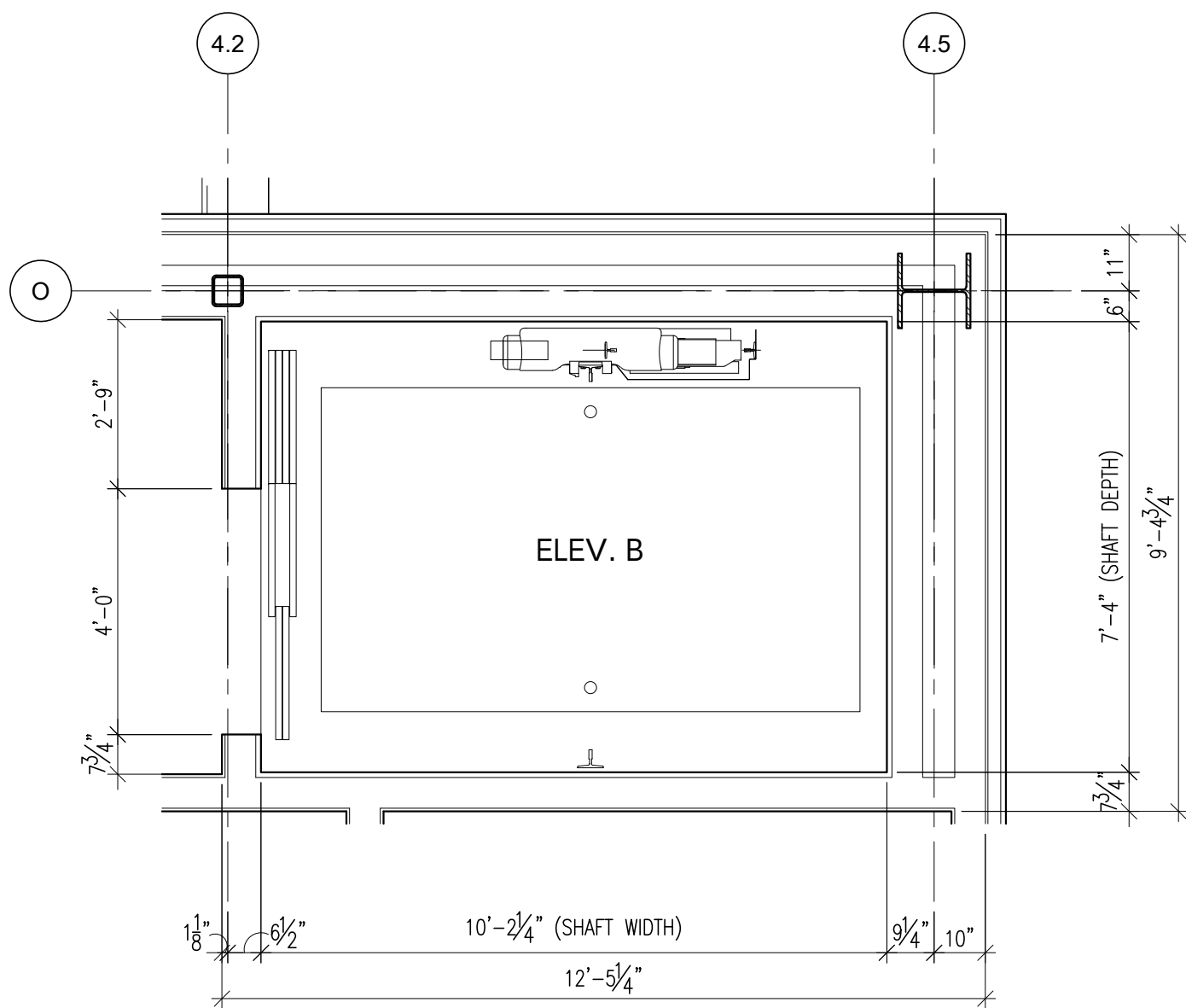
ELEVATOR PLAN AT THIRD FLOOR IS SIMILAR TO THE SECOND FLOOR PLAN SHOWN BELOW. SEE FULL BUILDING FLOOR PLANS FOR EACH LOCATION.



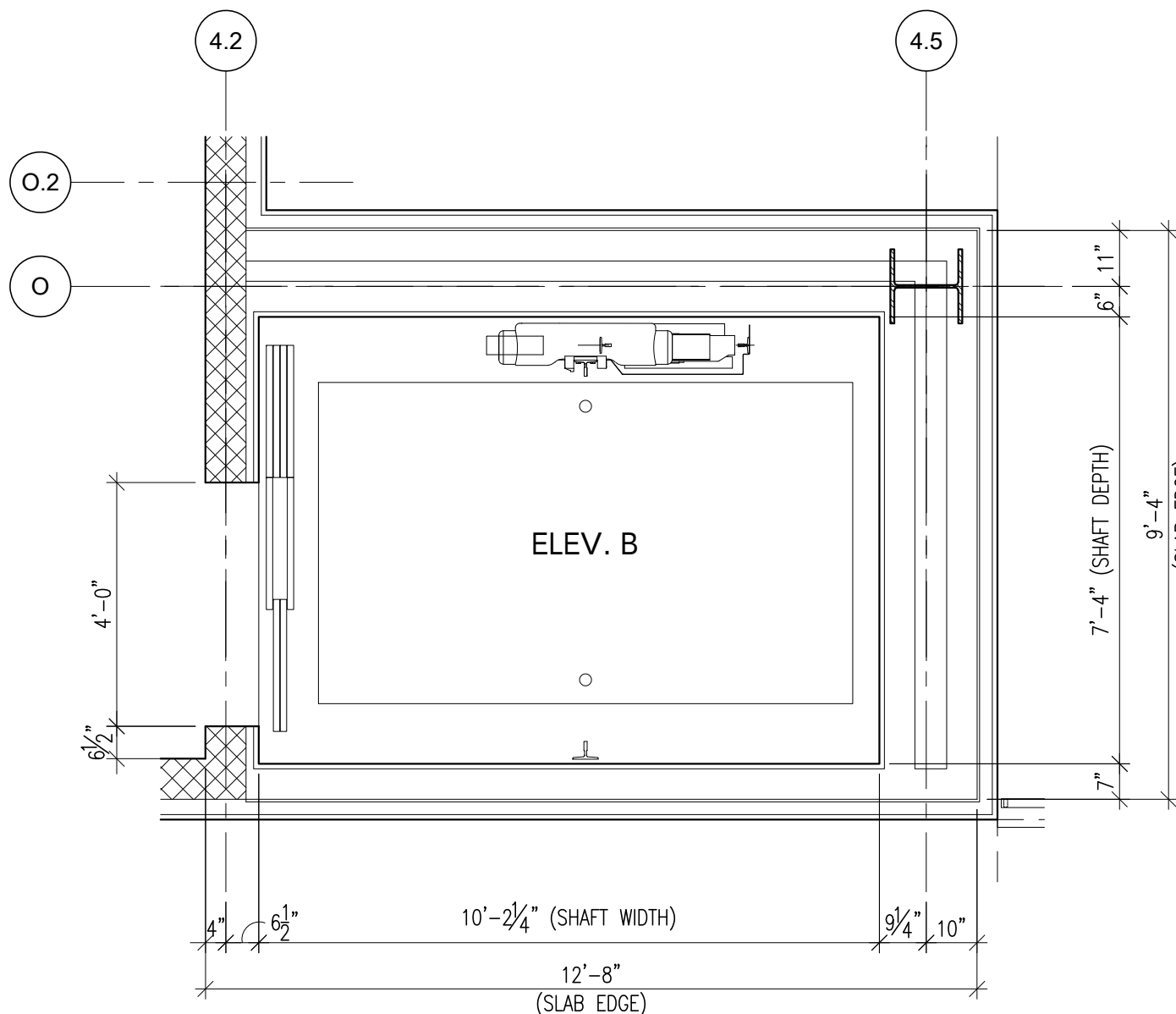
5 Jamb Detail
SCALE: 3" = 1'-0" @ SECOND & THIRD FLOORS



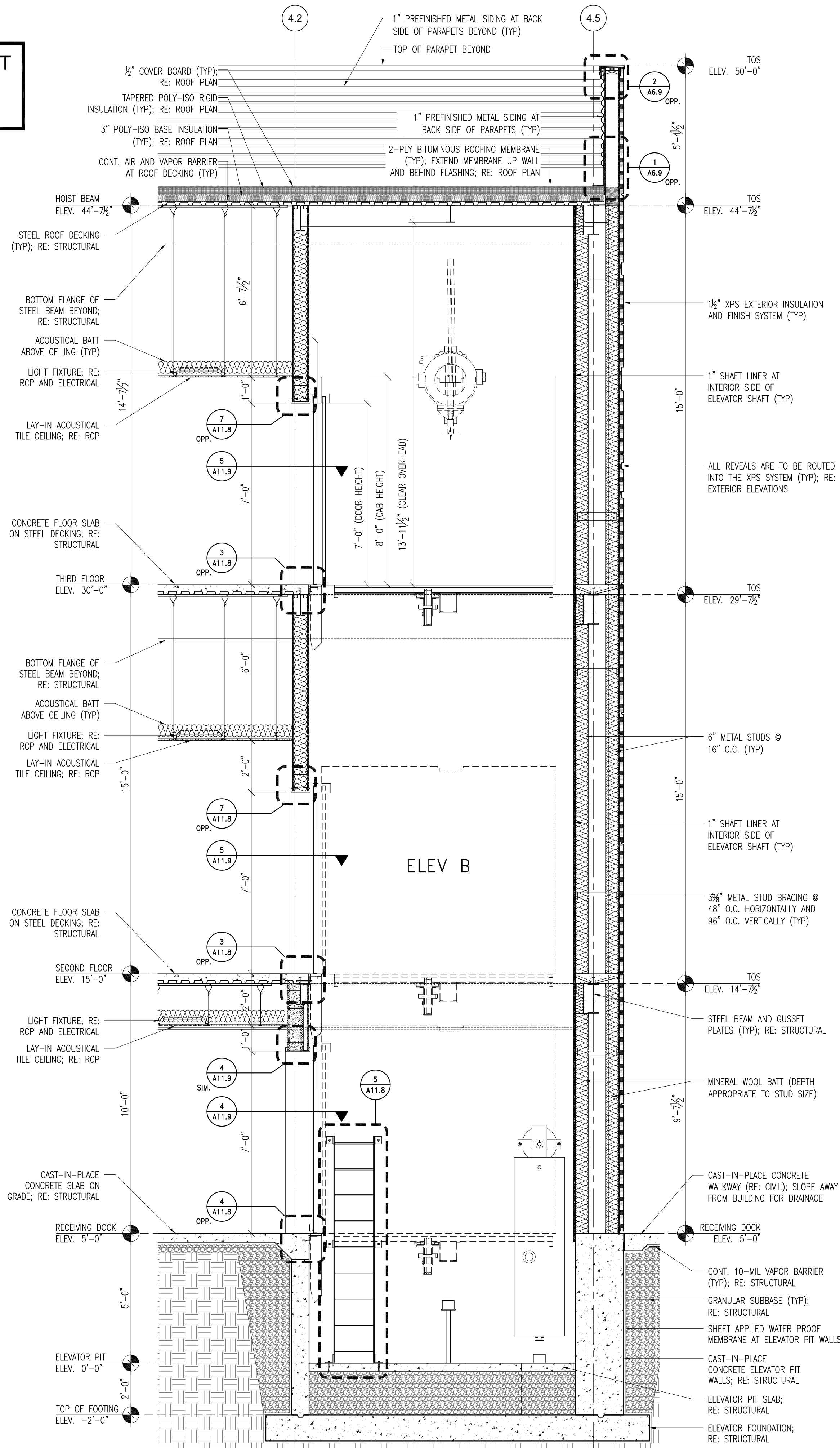
4 Jamb Detail
SCALE: 3" = 1'-0" @ FIRST FLOOR (HEAD SIM.)



3 Elevator "B" Plan @ Second Floor
SCALE: 3/8" = 1'-0"



2 Elevator "B" Plan @ First Floor
SCALE: 3/8" = 1'-0"



1 Elevator "B" Section
SCALE: 3/8" = 1'-0"



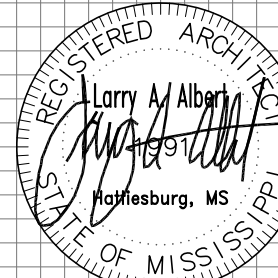
HATTIESBURG PUBLIC SAFETY COMPLEX
HATTIESBURG POLICE DEPARTMENT ■ HATTIESBURG FIRE DEPARTMENT
■ HATTIESBURG MUNICIPAL COURT

HPSC Police and Court Building

Drawing Issued:	
Date	Rev. Description
08-31-2015	DD Check Set
10-20-2015	75% Progress Set
11-02-2015	90% Pricing Set
12-30-2016	100% Bid Docs

June 2019	Con. Cost Red. Set
-----------	--------------------

Drawn By: CR,CP,AS,RB
Checked By: CR,LA,CP
Client No: _____
Albert & Associates: 12575



A11.9

ELEVATOR "B"
PLANS & SECTION



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, December 17, 2019

Re: Approve specifications and authorize advertisement for bids for a Regenerative Sweeper Truck for the City of Hattiesburg Public Works Department.

File Number: 2019-391

Minute Book #

Summary

Approve specifications and authorize advertisement for bids for a Regenerative Sweeper Truck for the City of Hattiesburg Public Works Department.

Recommendation Statement

I recommend approval and authorization of advertisement for the solicitation of bids for a Regenerative Sweeper Truck for the Public Works Department.

Please place this on the December 17, 2019 City Council meeting for consideration.

**CITY OF HATTIESBURG
SPECIFICATIONS
REGENERATIVE SWEEPER TRUCK**

General Information

The City of Hattiesburg is soliciting bids for One or More single axle, self-propelled regenerative type sweeper truck in support of the Public Works Department.

- Please provide a quote for the below mentioned item. All quotes must be submitted on this form.
- Bids are due by January 9, 2020 10:00 A.M. at the Office of the City Clerk, 200 Forrest Street, 2nd floor of City Hall or by mail at P.O. Box 1898 Hattiesburg, MS 39403-1898.
- City of Hattiesburg reserves the right to accept or reject any or all bids and to waive technicalities if deemed to be in the best interest of the City of Hattiesburg. Bids are awarded according to the lowest and best bid submitted.

Bidder MUST answer YES or NO in the appropriate column for each line item and provide specific data as appropriate. Failure to answer correctly, or failure to respond, will deem your bid as non-responsive. All line items with a "NO" response, shall be explained in detail.

General Specifications:

Minimum 9.6 cubic yard hopper capacity, dual gutter broom, regenerative street sweeper, mounted on a single rear axle freightliner M2 conventional chassis. It shall be the manufacturer's latest model and design and be in full compliance with all current EPA and DOT emission requirements. These specifications shall be regarded as minimum. Bidders must furnish all descriptive literature, manufacturer's compliance certificates and all other data on the equipment proposed as required in this specification.

General Minimum Specifications:	Yes	No
<u>Truck/Chassis/Frame:</u> 1) 2019 model year Freightliner conventional M2 cab design. Gross vehicle weight rating 33,000 lbs., minimum, Must meet current EPA/CARB/Tier 4 Final GHG17 config. 2) Heavy duty high tensile steel frame 3) Front tow hooks shall be supplied 4) Steel front and rear bumpers shall be supplied 5) Manual windows in doors (Sliding windows are not acceptable) 6) A weight load indicator shall be installed on the frame		
<u>Color:</u> The entire unit shall be painted with manufacturers standard white applied over a suitable primer. Sweeper components such as: pickup head, broom units and truck frame shall be painted BLACK (preferred) or GRAY .		
<u>Cab:</u> 1) Cab shall have dual Operator positions for right or left side operations. 2) In-dash/chassis manufacturer's factory installed air conditioner with a fresh air filter 3) Cab shall have two (2) air suspension fully adjustable bucket seats with heavy duty cover over foam rubber seat cushion and approved seat belts 4) Arm rests shall be supplied on both sides 5) Tinted glass and sun visors shall be supplied on both sides 6) Electric or air horn 7) Dual, two speed electric intermittent windshield wipers with washer, operable from either side, shall be supplied 8) Factory air conditioning & heater with full width defrosters, fresh air ducts and two-speed fan shall be supplied		

9) Two (2) bright finish remote West Coast type mirrors, 7" x 16" and 8" convex mirrors shall be supplied 10) AM/FM radio shall be supplied 11) Following gauges shall be furnished on both left and right side operator stations: oil pressure, water temperature, tachometer, speedometer, dual air pressure gauges, transmission oil temp gauge, fuel gauge, centrally located ignition switch and DEF gauge. 12) The following gauges must be on the LEFT side and be optional on the right side: voltage display, hour meter 13) Two (2) independent accelerator pedals shall be installed in cab to facilitate operation from either side 14) A full cross-over system to change steering control, throttle and all gauges, from left to right hand side and vice versa shall be supplied 15) All cross-over functions shall be controlled by a single switch on the shifter console. This circuit shall be inter-locked to the parking brake and shall only be capable of being activated when the parking brake is applied		
<u>Lights:</u> 1) All lamps and reflectors shall comply with Federal regulations 2) Four-way hazard warning lights shall be supplied 3) The following lights to be LED type: stop/tail/turn/back-up/marker		
<u>Front & Rear Axles/Suspension:</u> 1) Heavy duty single rear axle – 21,000 lbs. minimum, with heavy duty leaf spring suspension 2) Front and rear oil seals shall be provided, if available on the Freightliner model M2 3) Front and rear dust shields shall be provided, if available on Freightliner model M2 4) Front suspension shall be 12,000 lbs. minimum at ground load rating 5) Front shock absorbers shall be supplied 6) Rear suspension shall be a minimum of 23,000 lbs. with multi-leaf springs		
<u>Engine:</u> 1) Truck engine shall be Cummins ISB 6.7-200 or equivalent, turbocharged diesel, and after cooled. 2) Engine shall be rated at a minimum of 200 hp., fully EPA compliant. 3) Engine shall be water cooled with heavy duty radiator with antifreeze protection 4) Integral electronic protection shutdown system for low oil pressure and high water temperature 5) Engine shall have vertical exhaust pipe with a rain cap, if a straight pipe, and be equipped with a Diesel Particulate Filter & SCR system for current emission requirements.		
<u>Transmission:</u> 1) Shall be a minimum of a heavy duty Allison 2500 RDS series automatic with return line filtration 2) Shall be sized for the weight and class of the chassis with changeable oil filter and heavy duty oil cooler 3) Transmission shall come installed with synthetic transmission fluid		
<u>Fuel Tank:</u> 1) Minimum 50 gallon steel or aluminum tank that will supply fuel to both the primary and secondary diesel engines with inlet fuel strainer 2) Tank to be labeled "Diesel Only" 3) If the engine requires SCR, that tank will be located near the primary fuel tank 4) Tank shall have a fuel cap		
<u>Engine Equipment:</u> 1) 12 volt alternator shall have a minimum of 160 amp output rating 2) Two (2) batteries shall be maintenance free, each rated at 1,125 CCA (2,250 total) with a master battery disconnect 3) A dual element heavy duty dry air cleaner with dash mounted in-cab restriction indicator with graduations shall be supplied 4) A full flow oil filter shall be supplied 5) Fuel and water separator or two stage fuel filter system		
<u>Wheels & Tires:</u> 1) All wheel rims shall be disc type 22.5 x 8.25, white or chrome 2) Two (2) front and four (4) rear premium tubeless radial tires type 11:00R 22.5 - 14 ply rating.		

3) All tires to be highway tread 4) Rear tire sets to be protected by heavy duty replaceable plastic fenders of replaceable rubber mud flaps		
<u>Brakes -- ABS:</u> 1) Heavy duty service brakes to be full air S cam type 2) Air tank drain valve with side of truck drain pull cable, 3) Automatic slack adjusters front and rear 4) Parking brake shall be spring set on rear axle and cab controlled 5) Dual brake control pedal/valves in cab for either right or left side braking operation 6) Low air warning indicator shall be provided 7) Provide air dryer system to provide clean dry air to increase life of and reduce maintenance costs		
<u>Steering:</u> Complete OEM, dual cross-over power steering system with complete dual gauges at each operator's position shall be furnished to permit operation from either side of cab.		
<u>Safety Features:</u> 1) Standard DOT package as required plus 2) Minimum 5 lb. fire extinguisher mounted in cab		
<u>Accessories:</u> 1) Power outlet inside cab for communication and phone charging 2) Rear vision, right gutter broom and left gutter camera system with in cab monitor, visible from either operator seat position. 3) Weatherproof for all weather conditions		
<u>Options/Attachments:</u> 1) Full length cab access handles on outside of cab for operator entry assist on both the right and left sides		
SWEEPER UNIT		
This unit is to be truck mounted regenerative street sweeper with a minimum 9.6 cu. Yd. capacity operable from the right or left side inside the truck cab, dual gutter brooms, one left and one right, a manual catch basin cleaning system mounted on the rear door, and shall be of the latest model and design.		
<u>Operating Controls:</u> 1) All operating controls or sweeper shall be mounted inside the cab and easily accessible to the Operator in both a right and left side driving position 2) Sweeper controls, meters, switches, and gauges shall consist of but not limited to: right gutter broom, left gutter broom, pick-up head, beacon (with brush guard) and rear arrow directional bar, strobe lights in both front and rear corners, rear safety working lights and working lights at both gutter brooms, water dust control system(s), low water light or alarm, load alarm and hour meter, on rear engine visible in the truck cab. 3) Auxiliary engine controls and gauges shall be mounted on a console panel and consist of, but not limited to: keyed ignition switch, throttle, oil pressure gauge, water temp gauge, volt meter, and tachometer gauge. This console shall be weatherproof or is weather protected. 4) Dump control shall be co-located in the Operator's cab and on the exterior of sweeper just above the left side of fender well at rear of machine. The outside switch shall be of a weatherproof design. 5) All external wiring, harnesses and terminations shall be of a sealed & weather-tight		
<u>Power Pack:</u> 1) Power shall be supplied by a heavy duty 4-cylinder four cycle turbo charged John Deere industrial Diesel, water cooled with engine rated at a minimum of 134 HP. 2) Must meet all current EPA Tier 4 final emission standards 3) Separate heavy duty, dry dual element air filtration with restriction indicator in the cab 4) If the sweeper being bid has a second standalone fuel tank for the rear engine, the fuel system will have a primary filter and sediment bowl as first stage filtration from the fuel tank 5) A minimum of 50 gallon tank with locking fuel cap and a fuel gauge shall be provided readable from the operator control station in the cab.		

6) If the engine requires SCR a tank shall be provided near the fuel tank 7) a 12 volt alternator sized for the machine will be furnished 8) High coolant temperature and low oil pressure shutdown system shall be supplied as standard equipment and monitored from the operator station in the cab 9) Easy engine access shall be provided 10) In cab tachometer and hour meter shall be supplied 11) All sweeping controls shall be easily accessible to the operator from either side driving position 12) Warning lights shall be furnished for low oil pressure, high water temperature, low voltage, body weight limit, low hydraulic oil and low sweeper water tank level 13) All of the above controls in addition to the variable gutter broom speed and GEO controls shall be centrally mounted in the cab 14) Engine shall be fully sealed to reduce noise, protect against weather and be made with access doors or panels for ease of routine preventative maintenance, repairs and cleaning		
<u>Dust Separator:</u> 1) Separation of dirt and refuse from the air stream shall be accomplished within the hopper. The separator shall be designed so that it will not plug with normally encountered debris. 2) The dust separator shall have an easy access door allowing for inspection and cleaning of the interior. 3) The screens must have automatic drop down for lowering and raising to clean, not manually. 4) The entire dust separator inlet area shall be made of a high strength steel that will resist wear for a long life. 5) Filters and/or baffles will not be acceptable due to high cost of replacement and cleaning		
<u>Sweeper Hopper Body:</u> 1) The Hopper body shall be made stainless steel construction with all seams being continuous welds with Lifetime Warranty. 2) Body capacity shall be not less than 9.6 cubic yards. 3) Dumping will be performed at the rear of hopper by means of a hydraulically operated, full width, top hinged door, with a self-securing latch. 4) The door cylinder shall incorporate a counterbalance valve to prevent accidental closing in the event of a hydraulic hose or cylinder failure 5) Sweeper shall have a shroud with 1" thick sound dampening material for sound reduction. 6) The sweeper shall incorporate a warning beeper anytime the debris hopper or rear door is being raised or lowered 7) Hydraulic cylinder movement shall be controlled by use of an electrical switch or valve control lever located on the side of the hopper so discharging of debris may be viewed during dumping for maximum safety. 8) For maximum abrasion resistance the body intake tube shall be constructed of AR steel or better. 9) To prevent the body from being struck in the raised position, the raise/lower cylinders shall be power up and power down. 10) The hopper floor shall either be sloped and have an automatic cleanout mechanism to assist in complete dumping of loads, like a vibration motor. 11) To allow quick inspection of hopper, cleaning of the rear screen and placement of large objects in the hopper, an inspection door shall be provided on both sides of the sweeper 12) Body shall incorporate internal saw tooth mesh filter screen of not less than 11 gauge Stainless steel to filter air prior to entering into dust separator 13) The screens shall have automatic drop down and cover entire top of hopper 14) Hopper shall be airtight by use of rubber gaskets and seals on all doors and access openings. 15) The sweeper body must have a dust separator to assist in the prevention of dust and fine particle ingestion and this dust separator unit must automatically dump its contents when the debris hopper is raised. 16) The entire top of the debris hopper shall have screening, and a mechanical means to remove and to provide easy cleaning and maintenance. 17) Screens shall also incorporate a mechanical system to raise and lower the		

screens for easy washing and general maintenance. 18) A hopper high volume water flushing capability is required in order to provide a means for automatic washing and flushing of the interior components		
<u>Hydraulic System:</u> 1) The hydraulic system shall operate, at a minimum, the following: pick-up head raise and lower; gutter broom rotation; body and rear door raise/lower. Shall support effectively the designed application(s) and requirements of the sweeper. 2) The hydraulic oil reservoir capacity shall be a minimum 25-gallon reservoir, with 3) Hydraulic reservoir shall have a fluid sight glass 4) All hydraulic circuits shall be protected by relief valves 5) The hydraulic pumps and fittings shall have Factory Standard 5-year warranty. Gutter Broom Motors shall have 2-year warranty 6) The body raise/lower shall be powered off the auxiliary engine. An electric over hydraulic back up system shall be furnished in the event the auxiliary engine does not start 7) All hydraulic valves for sweep gear shall be equipped with LED status indicators for fast, easy diagnostics 8) The hydraulic system shall have a quick disconnect test port		
<u>Water System:</u> 1) Water tank(s) will have a minimum 600 gal capacity and will be molded high strength composite water tank(s) or equivalent with: baffling to reduce water shifting 2) A cleanable water filter between tank and pump, 3) System freeze-up protection with a tank drain and/or flush valve 4) A water level site gauge visible from inside the cab or a low level alarm 5) Electric water pump 6) A liquid level sensor to automatically shut down the pump and trigger a low water alarm light or buzzer, with a system pressure relief valve 7) All water system lines and/or manifolds will be constructed of non-corrosive materials such as; galvanized, aluminum and/or plastic pipe, and/or heavy-duty rubber hose 8) A 25' hydrant hose with quick connect coupling shall be furnished. Storage compartment shall be provided for the hose when not in use. 9) Water control system to include the following nozzles in the following locations adequate enough to control dust and assist in containing the materials to be picked up: both gutter brooms, front axle area around the suction head, spray bar across the front bumper and in the hopper. 10) The suction intake transition shall be equipped with high volume nozzles to assist in flushing the suction tube during operation. 11) Water pump shall be self-priming and not subject to damage when operated dry. 12) Run dry water pump driven electrical 13) All water valves shall have manual drain provisions 14) An external water filter shall be provided. The filter must be accessible with the body lowered. A shut-off isolation valve must be provided to facilitate servicing		
<u>Vacuum Impeller Fan:</u> 1) Blower fan shall be constructed of stainless steel or heavy duty wear resistant high strength steel or equivalent material. Long life extreme duty material for use in high sandy areas. Shall be belt driven and dynamically balanced. 2) Fan shall have sealed bearings. Bearings shall be easily access for greasing. 3) The blower housing must not be an integral part of the debris body 4) The blower housing shall incorporate a vacuum enhancer for discharging a portion of the "blast" air for improved sweeping of light materials, such as; leaves and paper 5) To provide operator with positional information a LED light shall be mounted on the in-cab control box, indicating the position of the vacuum enhancer 6) Housing shall be constructed heavy-duty high strength steel to extend wear and useful life. 7) Blower housing shall have inspection ports that are easily accessible 8) Connection of blower impeller to drive system to be via a belt drive.		
<u>Intake System:</u> 1) The intake system shall be minimum of 14" in diameter 2) To permit cleaning and facilitate removal of blockages in intake system shall separate when the debris hopper is raised and lowered portion of the suction hose will incorporate a quick release clamp		

<u>Pickup Head Unit:</u> 1) Pickup vacuum head shall be suspended for low load surface wear and shall be a minimum of 93" in wide. Large object lift feature recommended, if available. 2) All suction and pressure hoses shall be of a heavy-duty type material to provide long life use in extreme conditions 3) Pressure transition shall be bolt-on and be constructed of an abrasion resistant steel 4) Pickup head shall be equipped with replaceable heavy-duty long life drag shoes to provide maximum wear resistance with 2000 hour replacement warranty 5) Pickup head shall be raised and lowered hydraulically and controllable from inside and outside. 6) Pickup head shall be equipped with a flush system that has a hydrant hose quick connect to flush debris and dirt from head and pressure chamber. 7) Pressure and suction hoses shall be 14" I.D. diameter min. 8) Two (2) spray nozzles will be located at the inside intersection of the suction tube and pickup head, serviceable from the exterior of the machine 9) Pick-up head shall be capable of being operated independently of other sweeping gear and raised and lowered hydraulically 10) Pick-up head shall be spring balanced and suspended, capable of sweeping in reverse without causing damage to the head		
<u>Gutter Brooms:</u> 1) Machine will have right and left side gutter brooms, in cab controls: tilt, GEO (Gutter Broom Extension Override) and speed, brooms shall be of steel tine construction and shall be digger style, capable of removing heavier debris from gutter area, and be capable of being operated independently or simultaneously of other sweep gear 2) Gutter brooms shall be direct hydraulic drive type motor driven and relief valve protected. 3) Gutter brooms shall have variable speed control from within the cab. Brooms will have the capability for adjustment for bristle contact pattern and wear. 4) Gutter brooms will have an automatic "kick back" feature so as to avoid damage from solid objects such as poles beams or other solid immovable objects along roadsides. 5) Gutter broom will have independent water spray jets for dust control, controlled from Operator cab. 6) Gutter brooms shall incorporate a lock for transport activated automatically from within the cab 7) The gutter brooms shall have an in-cab hydraulic controlled tilting system. 8) Gutter brooms shall be equipped with work lights for safety and Operator monitoring, could be a camera. 9) The right and left side gutter broom components must be identical to permit interchangeability from side to side monitoring, could be a camera.		
<u>Air System, if used:</u> 1) The sweeper air system shall incorporate a safety device which will ensure that in the event of a pneumatic failure, the chassis braking system will be automatically protected and air brake pressure will be maintained 2) A self-purging air dryer shall be provided with a built in timer to expel condensation 3) The air system shall have a water trap to eliminate moisture 4) The regulator shall have a shut off valve to purge only the sweeper system while maintaining chassis air pressure		
<u>Centralized Systems:</u> 1) All controlling systems for the sweeper's pneumatics, water and hydraulics shall be centrally housed and grouped within the engine compartment to prevent damage from weather 2) Each system shall be equipped with L.E.D. status indicators on all control solenoids for fast, easy diagnostics 3) All electrical wiring shall be contained within some sort of protecting cover 4) Sweeper shall have a 10 point remote grease manifold		
<u>Safety Optional Equipment:</u> 1) Cab mounted barlight and rear strobe light with limb guards shall be supplied. 2) Two (2) LED work lights shall be mounted at the rear of the hopper 3) A back up alarm of not less than 107 dB (A) shall be installed and shall sound when in reverse gear.		

4) 5 lb. ABC fire extinguisher mounted in the cab 5) A heavy duty LED light right gutter broom 6) Additional spray tips in the hopper to control wear on blower and internal parts. 7) A heavy duty LED light left gutter broom 8) Rear-mounted manual operated 8” catch basin cleaner; mounted on the rear door gate on the sweeper box, to include aluminum 4’ crown & 6’ extension tube, or equivalent. 9) Rear vision, left gutter broom and right gutter broom camera with min. 7” color display viewable in cab from either left or right driver side						
<u>Spare Parts:</u> A spare parts package to be provided to include at a minimum the following at initial machine delivery: <table><tr><th>Qty</th><th>Description</th></tr><tr><td>1-</td><td>Replacement set of gutter brooms</td></tr></table>	Qty	Description	1-	Replacement set of gutter brooms		
Qty	Description					
1-	Replacement set of gutter brooms					
<u>Manuals and Training:</u> The following documentation shall be supplied upon delivery of unit: 1) <u>Sweeper:</u> 1 each -Driver/Operator Guides, 2) <u>Truck chassis:</u> 1 each Owner/Operator’s Manual 2) The Winning Bidder will provide maintenance and operator training on the Sweeper by a factory trained representative who is thoroughly trained on the use and operation of the unit. The training will consist of no less than two (2) days to be done at the final delivery location. This training will be accomplished within <u>10 working days</u> after delivery of machine to the Hattiesburg Department of Public Works. 3) Refresher and/or updated technology training shall be made available to the city when available 4) The Winning Bidder will ensure that all service/technical bulletins, recall notices, and/or other service or maintenance information are provided for the life of the machine while under the ownership of the City of Hattiesburg, MS.						
<u>Truck and Sweeper Warranty:</u> The basic truck chassis and drive train shall be warranted by the manufacturer for two (2) years, unlimited miles unless otherwise specified. 3) The sweeper auxiliary engine shall carry a two (2) year warranty, parts and labor minimum. Include warranty statement with your bids. 4) Warranty repairs to include all parts, no pro-rating. 5) Sweeper components other than wear parts shall carry a standard two-year warranty 6) The Winning Bidder agrees to train with factory representative.						
<u>Delivery:</u> The winning bidder MUST deliver the new Sweeper within <u>7-14 CALENDAR DAYS</u> after receipt of Purchase Order.						
<u>General Information:</u> Equipment to be F.O.B. Public Works facility, 1202 James St. Hattiesburg, Ms. 39401 2) All bidders must maintain a full service repair facility. The City reserves the right to inspect all maintenance facilities and will take into serious consideration the						

service/parts availability when awarding the bid. 3) Brochures along with warranty information are to accompany all bids 4) Failure the Public Works personnel to discover defects or omissions of spec required items during the acceptance inspection does not relieve the Winning Bidder from the responsibility for correcting the area of non-compliance found after delivery of the inspected machine and on prior or subsequent machines. 5) Your attention is called to the fact that the State of Mississippi has a reciprocal preference law in regards to resident contractors. Nonresident contractors who bid must enclose a copy of their state's current law pertaining to that state's treatment of nonresident contractors and the local preference will be applied in evaluating the bid. Failure of the nonresident bidder to submit the above mentioned information may disqualify the bid.		

VENDOR INFORMATION

Company/Firm Name	
Authorized Representative-sign	
Authorized Representative-print	
Phone Number	
Facsimile Number	
Email	
Bid Amount	

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive proposals in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, January 9, 2020, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Specifications and procedures can be downloaded from Central Bidding at www.centralbidding.com. All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic process, please call Central Bidding at (225)810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on January 16, 2020 at 10:00 a.m.

REGENERATIVE SWEEPER TRUCK

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of December, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 17, 2019

Re: Approve Plans and Specifications for the Big Yank Demolition Project and authorize advertisement for bids for same.
File Number: 2019-402
Minute Book #

Summary

Approve Plans and Specifications for the Big Yank Demolition Project and authorize advertisement for bids for same.

Recommendation Statement

This project is necessary before we can proceed with the construction of Fire Station No. 2.
I recommend approval.

Please place this on the December 17, 2019 City Council meeting for consideration.

SECTION 00 11 13 – ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

At the option of the bidder, Sealed Bids, in duplicate and/or bids submitted electronically via www.llgarchplans.com will be received by the City of Hattiesburg until **10:00 a.m. on February 6, 2020** in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401 at which time and place they will be publicly opened and read for construction of the following project:

**BIG YANK DEMOLITION
HATTIESBURG, MS**

A single bid will be received for the complete project.

Bids may be submitted in person or, for those interested, bids may be electronically submitted at www.llgarchplans.com under the project name. Bid documents are available online for viewing and ordering at www.llgarchplans.com. Plan holders and bidders are required to log-in or register for a free account to view and order Bid Documents and to submit bids electronically. A valid email address is required for registration. Documents are available via paper copy or pdf. Bid documents must be purchased through www.llgarchplans.com. Any questions regarding website registration and online orders should be directed to Plan House at (601) 336-6378.

The bid bond shall be payable unconditionally to City of Hattiesburg. Bids on the project must be received on or before the period scheduled for the project and no bid may be withdrawn after the scheduled closing time for the project, for a period of 45 days. All bids submitted must comply with requirements of Title 31, Chapter 3 (§31-3-1 et seq.) of Mississippi Code of 1972 as amended.

Award will be made based on the Lowest and Best Bid received in accordance with Title 31, Chapter 7 (§31-7-13 et seq.) of Mississippi Code of 1972 as amended. The Owner reserves the right to reject any and all bids and to waive informalities.

CITY OF HATTIESBURG, MISSISSIPPI
TITLE: Kermas Eaton, City Clerk

Publish on January 2, 2020 and Jan 9, 2020
Return Proof to LLG Architects, PA
5211 Old Highway 11
Hattiesburg, MS 39402



BIG YANK DEMOLITION CITY OF HATTIESBURG

HATTIESBURG, MISSISSIPPI

CN 19-3746

December 6, 2019

**PROJECT
MANUAL
SET NO**

SECTION 00 00 01 – INDEX TO SPECIFICATIONS

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PROJECT TITLE PAGE

PROJECT MANUAL

1.01 Project Information

Project Name: BIG YANK DEMOLITION

Project Location: HATTIESBURG, MISSISSIPPI

Issue Date: 12/06/2019

Volume No. Volume # 1 OF 1

CN# 19-3746

1.02 Owner Information

City of Hattiesburg

200 Forrest Street

Hattiesburg, Mississippi 39401

1.03 Architect Information

Landry Lewis Germany Architects, P.A.

5211 Old Highway 11

Hattiesburg, MS 39402

601-271-7711

www.llgarch.com

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END OF SECTION

LIST OF DRAWING SHEETS

CONTRACT DRAWINGS

1.01 LIST OF DRAWINGS

1.01.A. Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set, as modified by subsequent Addenda and Contract modifications:

1. Titled: BIG YANK DEMOLITION
2. Dated: DECEMBER 6, 2019

LIST OF DRAWINGS

2.01 List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:

2.01.A. Architect:

1. Landry Lewis Germany Architects, P.A., 5211 Old Highway 11, Hattiesburg, MS 39402
2. Responsible for Divisions 01-49 Sections

2.02 INDEX TO DRAWING SHEETS

1. COVER TITLE COVER SHEET
2. A0.0 EXISTING BOUNDARY SURVEY
3. AD0.1 DEMOLITION SITE PLAN
4. AD1.0 DEMOLITION FLOOR PLAN
5. AD1.1 DEMOLITION WALL SECTIONS
6. A0.1 SITE REGRADING PLAN
7. A1.0 RENOVATION ELEVATION, AND WALL SECTIONS

END OF SECTION

SECTION 00 11 13 – ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

At the option of the bidder, Sealed Bids, in duplicate and/or bids submitted electronically via www.llgarchplans.com will be received by the City of Hattiesburg until **10:00 a.m. on February 6, 2020** in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401 at which time and place they will be publicly opened and read for construction of the following project:

**BIG YANK DEMOLITION
HATTIESBURG, MS**

A single bid will be received for the complete project.

Bids may be submitted in person or, for those interested, bids may be electronically submitted at www.llgarchplans.com under the project name. Bid documents are available online for viewing and ordering at www.llgarchplans.com. Plan holders and bidders are required to log-in or register for a free account to view and order Bid Documents and to submit bids electronically. A valid email address is required for registration. Documents are available via paper copy or pdf. Bid documents must be purchased through www.llgarchplans.com. Any questions regarding website registration and online orders should be directed to Plan House at (601) 336-6378.

The bid bond shall be payable unconditionally to City of Hattiesburg. Bids on the project must be received on or before the period scheduled for the project and no bid may be withdrawn after the scheduled closing time for the project, for a period of 45 days. All bids submitted must comply with requirements of Title 31, Chapter 3 (§31-3-1 et seq.) of Mississippi Code of 1972 as amended.

Award will be made based on the Lowest and Best Bid received in accordance with Title 31, Chapter 7 (§31-7-13 et seq.) of Mississippi Code of 1972 as amended. The Owner reserves the right to reject any and all bids and to waive informalities.

CITY OF HATTIESBURG, MISSISSIPPI
TITLE: Kermas Eaton, City Clerk

Publish on January 2, 2020 and Jan 9, 2020
Return Proof to LLG Architects, PA
5211 Old Highway 11
Hattiesburg, MS 39402

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

FORM OF INSTRUCTIONS TO BIDDERS

- 1.01 SEE AIA A701, INSTRUCTIONS TO BIDDERS following this document.
- 1.02 The instructions in this document amend or supplement the Instructions To Bidders and other provisions of the Bidding and Contract Documents.
- 1.03 RELATED DOCUMENTS
 - 1.03.A. Document 011000 - Summary.
 - 1.03.B. Document 001113 - Advertisement for Bids.
 - 1.03.C. Document 004213 - Proposal Form.
 - 1.03.D. Document 007300 - Supplementary Conditions:

MODIFICATIONS TO FORM OF INSTRUCTION TO BIDDERS

- 2.01 The following modifications to AIA A701, INSTRUCTIONS TO BIDDERS amend or supplement the Instructions To Bidders and other provisions of the Bidding and Contract Documents as follows;
- 2.02 ARTICLE 4 BIDDING PROCEDURES
 - 2.02.A. Add Subsection 4.2.1.1, "Each bid must be accompanied by the bidder's certified check or a bid bond, duly executed by the bidder as principal and having surety thereon, a surety company approved by the Owner and signed by an agent resident of Mississippi, in the amount of five percent (5%) of the bid. All bid bonds must be accompanied by an appropriate Power of Attorney designating the Mississippi Resident Agent."
 - 2.02.B. Add Subsection 4.3.1.1, "Bids shall be submitted as directed in Document 001113 - Advertisement For Bids. Bids may be submitted in person or, for those interested, bids can be electronically submitted at www.llgarchplans.com under the project name."
 - 2.02.C. Add Subsection 4.4.4, "After submission of the bid, but prior to the closing time of the bid opening the bidder may modify their sealed bid by indicating on the outside of the sealed bid envelope a deduction or add to the base bid or to any alternates which may be appropriate. The modification must be initialed by the bidder or bidders authorized representative and include the date and time of the modification. No bid modifications can be made by fax, e-mail or telephone."
- 2.03 ARTICLE 5 CONSIDERATION OF BIDS
 - 2.03.A. Add Subsection 5.3.3, "If the contract is awarded, the Owner shall give the apparent successful Bidder a Notice of Award within forty-five (45) calendar days after the date of the Bid opening."
 - 2.03.B. Add Subsection 5.3.4, "The contractors, if requested by the Owner, shall require all contractors that submit a Bid to submit a Proposed Project Schedule and Schedule of Values to the Architect/Engineer within seventy-two (72) hours of the bid opening. If the contract is bid per the Unit Price Form, then the submission of the Schedule of Values is not required."

- 2.03.C. Add Subsection 5.3.5, "Where required by law, award will be made based on the Lowest and Best Bid received in accordance with Title 31, Chapter 7 (§31 7 13 et seq.) of Mississippi Code of 1972 as amended. The Owner reserves the right to reject any and all bids and to waive informalities."

SUPPLEMENTARY INSTRUCTIONS

3.01 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

- 3.01.A. The successful bidder, upon his failure or refusal to execute and deliver the contract and bond required within ten days after he has received notice of the acceptance of his bid, will forfeit to the Owner as liquidated damages the security deposited with his bid.

3.02 PRE-BID CONFERENCE

- 3.02.A. A pre-bid conference may be held on Wednesday, January 8, 2020 at 10:30 AM. Present will be the Architect and representatives of the Owner relative to administration and maintenance. General Contractors and other sub-contractors are encouraged to attend.

END OF SECTION

AIA® Document A701™ – 2018

Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

Big Yank Demolition
Hattiesburg, Mississippi
CN 18-3746

THE OWNER:

(Name, legal status, address, and other information)

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

THE ARCHITECT:

(Name, legal status, address, and other information)

Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, Mississippi 39402

TABLE OF ARTICLES

1	DEFINITIONS
2	BIDDER'S REPRESENTATIONS
3	BIDDING DOCUMENTS
4	BIDDING PROCEDURES
5	CONSIDERATION OF BIDS
6	POST-BID INFORMATION
7	PERFORMANCE BOND AND PAYMENT BOND
8	ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Paragraphs deleted)

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

VIA email - chris@llgarch.com

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Paragraphs deleted)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

As indicated in the Advertisement for Bids

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted.

(Paragraphs deleted)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(Paragraphs deleted)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)

.5 Drawings

Number	Title	Date
Section 00 01 15	List of Drawing Sheets	11/22/2019

.6 Specifications

Section	Title	Date
Index 00 01 07	Index to Specifications	11/22/2019

.7 Addenda:

Number	Date	Pages
To be determined		

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

[] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents listed below:

(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

SECTION 00 31 26 - EXISTING ASBESTOS INFORMATION

PART 1 GENERAL

1.01 GENERAL:

1.01.A. Asbestos Inspection Services were provided by:

1. Environmental Management Services, Inc. is the asbestos designer of Record.

1.01.B. Refer to the inspection for asbestos containing materials dated February 11, 2019 performed by the above referenced designer of record immediately following this section.

END OF SECTION

TRIANGLE ENVIRONMENTAL SERVICE CENTER, INC.

13509 East Boundary Road, Suite B, Midlothian, VA 23112

804-739-1751 • fax: 804-739-1753

BULK ASBESTOS SAMPLE ANALYSIS SUMMARY

CLIENT: Environmental Services, LLC
253 Delk Road
Hattiesburg, MS 39401

TESC LOGIN #: 190211R

DATE OF RECEIPT: 02/11/2019
DATE OF ANALYSIS: 02/11/2019
DATE OF REPORT: 02/11/2019

CLIENT JOB/ #: **City of Hurg, Big Yank**

JOB SITE:

ANALYST: B. Trimmer

TESC SAMPLE #	CLIENT SAMPLE ID & GROSS DESCRIPTION	ESTIMATED % ASBESTOS	NON ASBESTOS % FIBERS	NON FIBROUS % MATERIALS
1	BY 01 / Black tar-like	NAD	10% Fiberglass	90%
2	BY 02 / Black tar-like	NAD	10% Fiberglass	90%
3	BY 03 / Black adhesive	10% Chrysotile		90%
4	BY 04 / Black adhesive	10% Chrysotile		90%
5A	BY 05 - Transite / Gray granular, white fibers	15% Chrysotile		85%
5B	BY 05 - Mastic / Black adhesive	5% Chrysotile		95%
6A	BY 06 - Transite / Gray granular, white fibers	15% Chrysotile		85%
6B	BY 06 - Mastic / Black adhesive	5% Chrysotile		95%
7	BY 07 / Tan, gray powder, adhesive	5% Chrysotile		95%
8	BY 08 / Tan, gray powder, adhesive	5% Chrysotile		95%

Samples are analyzed in accordance with "Interim Method for the Determination of Asbestos in Bulk Insulation Samples", EPA/600/R-93-116, July 1993 (EPA-600/M4-82-020, Dec 1982), or the current US EPA method for the analysis of asbestos in building material. None Detected: not detected at/or below the detected limit of method (Reporting limit: 1% Asbestos). Glass fiber is analyzed for quality control blank. TESC recommends by point count or Transmission Electron Microscopy (TEM), for materials regulated by the EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by Polarized Light Microscopy (PLM). Both services are available for an additional fee. This report must not be reproduced except in full with approval of Triangle Environmental Service Center, Inc. This test report relates only to the item(s) tested.

NVLAP Lab Code: 200794-0

[LEGEND NAD=No Asbestos Detected, Lino.=Linoleum, JC=Joint Compound]

Reviewed By Authorized Signatory:



Feng Jiang, MS Senior Geologist, Laboratory Director
Yuedong Fang, Senior Geologist

TRIANGLE ENVIRONMENTAL SERVICE CENTER, INC.

13509 East Boundary Road, Suite B, Midlothian, VA 23112

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Hattiesburg, MS 39401

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DATE OF ANALYSIS: 02/11/2019
DATE OF REPORT: 02/11/2019

CLIENT JOB/ #: **City of Hurg, Big Yank**

JOB SITE:

ANALYST: B. Trimmer

TESC SAMPLE #	CLIENT SAMPLE ID & GROSS DESCRIPTION	ESTIMATED % ASBESTOS	NON ASBESTOS % FIBERS	NON FIBROUS % MATERIALS
9	BY 09 / Gray granular	NAD		100%
10	BY 10 / Gray granular	NAD		100%
11	BY 11 / Gray adhesive	NAD		100%
12	BY 12 / Gray adhesive	NAD		100%
13	BY 13 / Gray paint	NAD		100%
14	BY 14 / Gray paint	NAD		100%
15	BY 15 / White powder	NAD		100%
16	BY 16 / White powder	NAD		100%
17	BY 17 / White powder	NAD		100%
18A	BY 18 - Tile / Tan vinyl	NAD		100%
18B	BY 18 - Mastic / Black adhesive	5% Chrysotile		95%

Samples are analyzed in accordance with "Interim Method for the Determination of Asbestos in Bulk Insulation Samples", EPA/600/R-93-116, July 1993 (EPA-600/M4-82-020, Dec 1982), or the current US EPA method for the analysis of asbestos in building material. None Detected: not detected at/or below the detected limit of method (Reporting limit: 1% Asbestos). Glass fiber is analyzed for quality control blank. TESC recommends by point count or Transmission Electron Microscopy (TEM), for materials regulated by the EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by Polarized Light Microscopy (PLM). Both services are available for an additional fee. This report must not be reproduced except in full with approval of Triangle Environmental Service Center, Inc. This test report relates only to the item(s) tested.

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Reviewed By Authorized Signatory:



Feng Jiang, MS Senior Geologist, Laboratory Director
Yuedong Fang, Senior Geologist

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13509 East Boundary Road, Suite B, Midlothian, VA 23112
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BULK ASBESTOS SAMPLE ANALYSIS SUMMARY

CLIENT: Environmental Services, LLC
253 Delk Road
Hattiesburg, MS 39401

TESC LOGIN #: 190211R

DATE OF RECEIPT: 02/11/2019
DATE OF ANALYSIS: 02/11/2019
DATE OF REPORT: 02/11/2019

CLIENT JOB/ #: **City of Hurg, Big Yank**

JOB SITE:

ANALYST: B. Trimmer

TESC SAMPLE #	CLIENT SAMPLE ID & GROSS DESCRIPTION	ESTIMATED % ASBESTOS	NON ASBESTOS % FIBERS	NON FIBROUS % MATERIALS
19A	BY 19 - Tile / Tan vinyl	NAD		100%
19B	BY 19 - Mastic / Black adhesive	5% Chrysotile		95%
20	BY 20 / Gray fibers	NAD	25% Cellulose 70% Fiberglass	5%
21	BY 21 / Gray fibers	NAD	25% Cellulose 70% Fiberglass	5%
22	BY 22 / White powder, brown fibers	NAD	20% Cellulose	80%
23	BY 23 / White powder, brown fibers	NAD	20% Cellulose	80%
24A	BY 24 - Tile / Gray vinyl	NAD		100%
24B	BY 24 - Mastic / Black adhesive	5% Chrysotile		95%
25A	BY 25 - Tile / Tan vinyl	NAD		100%
25B	BY 25 - Mastic / Black adhesive	5% Chrysotile		95%

Samples are analyzed in accordance with "Interim Method for the Determination of Asbestos in Bulk Insulation Samples", EPA/600/R-93-116, July 1993 (EPA-600/M4-82-020, Dec 1982), or the current US EPA method for the analysis of asbestos in building material. None Detected: not detected at/or below the detected limit of method (Reporting limit: 1% Asbestos). Glass fiber is analyzed for quality control blank. TESC recommends by point count or Transmission Electron Microscopy (TEM), for materials regulated by the EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by Polarized Light Microscopy (PLM). Both services are available for an additional fee. This report must not be reproduced except in full with approval of Triangle Environmental Service Center, Inc. This test report relates only to the item(s) tested.

NVLAP Lab Code: 200794-0

[**LEGEND** NAD=No Asbestos Detected, Lino.=Linoleum, JC=Joint Compound]

Reviewed By Authorized Signatory:



Feng Jiang, MS Senior Geologist, Laboratory Director
Yuedong Fang, Senior Geologist

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804-739-1751 • fax: 804-739-1753

BULK ASBESTOS SAMPLE ANALYSIS SUMMARY

CLIENT: Environmental Services, LLC
253 Delk Road
Hattiesburg, MS 39401

TESC LOGIN #: 190211R

DATE OF RECEIPT: 02/11/2019
DATE OF ANALYSIS: 02/11/2019
DATE OF REPORT: 02/11/2019

CLIENT JOB/ #: **City of Hurg, Big Yank**

JOB SITE:

ANALYST: B. Trimmer

TESC SAMPLE #	CLIENT SAMPLE ID & GROSS DESCRIPTION	ESTIMATED % ASBESTOS	NON ASBESTOS % FIBERS	NON FIBROUS % MATERIALS
26	BY 26 / Brown fibers	NAD	98% Cellulose	2%
27	BY 27 / Brown fibers	NAD	98% Cellulose	2%
28	BY 28 / Brown fibers, foil	NAD	10% Cellulose 80% Fiberglass	10%
29	BY 29 / Brown fibers, foil	NAD	10% Cellulose 80% Fiberglass	10%
30	BY 30 / White, pink fibers	NAD	98% Fiberglass	2%
31	BY 31 / White, pink fibers	NAD	98% Fiberglass	2%

Total Samples/Layers Analyzed: 37

Samples are analyzed in accordance with "Interim Method for the Determination of Asbestos in Bulk Insulation Samples", EPA/600/R-93-116, July 1993 (EPA-600/M4-82-020, Dec 1982), or the current US EPA method for the analysis of asbestos in building material. None Detected: not detected at/or below the detected limit of method (Reporting limit: 1% Asbestos). Glass fiber is analyzed for quality control blank. TESC recommends by point count or Transmission Electron Microscopy (TEM), for materials regulated by the EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by Polarized Light Microscopy (PLM). Both services are available for an additional fee. This report must not be reproduced except in full with approval of Triangle Environmental Service Center, Inc. This test report relates only to the item(s) tested.

NVLAP Lab Code: 200794-0

[**LEGEND** NAD=No Asbestos Detected, Lino.=Linoleum, JC=Joint Compound]

Reviewed By Authorized Signatory:



Feng Jiang, MS Senior Geologist, Laboratory Director
Yuedong Fang, Senior Geologist

Triangle Environmental Service Center, Inc.
13509 East Boundary Road, Suite B, Midlothian VA 23112 PHONE (804) 739-1751 FAX (804) 739-1753

CHAIN OF CUSTODY FORM

Date: 1/7/19

Company Name: Environmental Services
Address: 253 Delk Road
City, State, Zip: Hattiesburg, MS 39401
Client Account No.:
Phone: 601-582-2277 Fax: 601-582-2276

Contact Name: Joe Venus
Sampler Name: Joe Venus
Project No.: City of Hurg, Big Yank

SAMPLE NUMBER	SAMPLE DATE	SAMPLE TIME	ASBESTOS				LEAD				OTHER METALS	AIR VOLUME(L) OR WIPE AREA(ft ²) OR SCRAPE AREA(cm ²)	COMMENTS			
			Bulk ID by PLM	Asbestos Wipe	Fiber Cnt.(PCM)	TEM Air	TEM Chatfield(bulk)	Air	Paint	Soil	Wipe			TCLP(Pb)	Waste Water	TCLP RCRA 8
BY 01	2/5/19		x												Big Yank, Exterior	Roofing Main
2			x													Roofing Main
3			x													Flashing mud
4			x													Flashing mud
5			x													Exterior wall panels transite
6			x													Exterior wall panels transite
7			x													Brick expansion joint caulking
8			x													Brick expansion joint caulking
9			x													Brick mortar
10			x													Brick mortar
11			x													Door caulking
12			x													Door caulking
13			x													Ext paint
14			x													Ext paint
15			x													Window caulking, small

Released by: _____
Received by: _____

Signature: _____
Signature: _____

Date: 2/8/19
Date: 2/11/19

190211R

Triangle Environmental Service Center, Inc.
 13509 East Boundary Road, Suite B, Midlothian VA 23112 PHONE (804) 739-1751 FAX (804) 739-1753

CHAIN OF CUSTODY FORM

Company Name: **Environmental Services**
 Address: **253 Delk Road**
 City, State, Zip: **Hattiesburg, MS 39401**
 Client Account No.:
 Phone: **601-582-2277** Fax: **601-582-2276**

Date: 1/7/19
 Contact Name: Joe Venus
 Sampler Name: Joe Venus
 Project No.: City of Hurg, Big Yank

SAMPLE NUMBER	SAMPLE DATE	SAMPLE TIME	ASBESTOS				LEAD				OTHER METALS		AIR VOLUME(L) OR WIPE AREA(ft²) OR SCRAPE AREA(cm²)	COMMENTS	
			Bulk ID by PLM	Asbestos Wipe	Fiber Cnt.(PCM)	TEM Air	TEM Chatfield(bulk)	Air	Paint	Soil	Wipe	TCLP(Pb)			Waste Water
BY 16	2/5/19		x												
17			x												Window caulking
18			x												Window caulking
19			x												Floor tile 12x12 tan
20			x												Floor tile 12x12 tan
21			x												Ceiling tile 2x4
22			x												Ceiling tile 2x4
23			x												Sheetrock walls
24			x												Sheetrock walls
25			x												Floor tile 12x12 tan
26			x												Floor tile 12x12 tan
27			x												Ceiling tile 9x9
28			x												Ceiling tile 9x9
29			x												Duct insulation
30			x												Duct insulation

Released by: _____ Signature: _____ Date: 2/11/19
 Received by: _____ Signature: _____ Date: 2/11/19

CHAIN OF CUSTODY FORM

Address: 253 Deik Road

City, State, Zip: **Hattiesburg, MS 39401**

Client Account No.:

Phone: 601-582-2277

Fax: 601-582-2276

Date: 1/7/19

Contact Name: Joe Venus

Sampler Name: Joe Venus

Project No.: City of Hura, Big Yank

[illegible]

SECTION 00 42 13 - PROPOSAL FORM

PROPOSAL OF (HEREINAFTER CALLED "BIDDER"),

Firm Name: _____ ,
Operating as a _____ (corporation/a partnership/an individual)
Doing (State) Business as _____ .

FOR **CITY OF HATTIESBURG**, (HEREINAFTER CALLED "OWNER").

THE BIDDER, IN COMPLIANCE WITH YOUR ADVERTISEMENT FOR BIDS FOR THE
CONSTRUCTION OF THE FOLLOWING PROJECT:

BIG YANK DEMOLITION

AND HAVING EXAMINED THE PLANS AND SPECIFICATIONS WITH RELATED DOCUMENTS
AND THE SITE OF THE PROPOSED WORK, AND BEING FAMILIAR WITH ALL OF THE
CONDITIONS SURROUNDING THE CONSTRUCTION OF THE PROPOSED PROJECT
INCLUDING THE AVAILABILITY OF MATERIALS AND LABOR, HEREBY PROPOSES TO
FURNISH ALL LABOR, MATERIALS, AND SUPPLIES, AND TO CONSTRUCT THE PROJECT IN
ACCORDANCE WITH THE CONTRACT DOCUMENTS, WITHIN THE TIME SET FORTH HEREIN,
AND AT THE PRICES STATED BELOW. THESE PRICES ARE TO COVER ALL EXPENSES
INCURRED IN PERFORMING THE WORK REQUIRED UNDER THE CONTRACT DOCUMENTS
OF WHICH THIS PROPOSAL IS A PART.

BIDDER HEREBY AGREES TO COMMENCE WORK UNDER THIS CONTRACT ON OR BEFORE
A DATE TO BE SPECIFIED IN A WRITTEN "NOTICE TO PROCEED" FROM THE ARCHITECT
AND TO SUBSTANTIALLY COMPLETE THE PROJECT WITHIN THE FOLLOWING
CONSECUTIVE CALENDAR DAYS; _____ (BIDDER INSERT DAYS).

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

No. _____, No. _____, No. _____
No. _____, No. _____, No. _____

BASE BID: BIDDER AGREES TO PERFORM ALL OF THE GENERAL, MECHANICAL, AND
ELECTRICAL DEMOLITION, AND ALL OTHER WORK SHOWN ON DRAWINGS OR SPECIFIED
HEREIN FOR THE SUM OF:

_____,
\$ _____

Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in
words will govern.

OWNERS RIGHTS:

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

BID SECURITY:

Enclosed is a bid bond signed by a Mississippi Agent or certified check payable to the Owner in the sum equal to at least five percent (5%) of the base bid. This sum is to become the property of the Owner in the event the contract, Contract Bond and Certificate of Insurance are not executed within ten (10) days of Notification of Bidder of acceptance of bid. These liquidated damages are for the delay and additional expense to the Owner.

BIDDER QUALIFICATIONS:

I certify that I meet all qualifications specified for this project, and that for Base Bids exceeding \$50,000.00 I possess a Mississippi Certificate of Responsibility valid for this project. Mississippi Certificate of Responsibility Number _____.

Note: when the bidder is a joint venture, the joint venture Mississippi Certificate of Responsibility Number is _____.

OR the joint venture member firms and their respective Mississippi Certificate of Responsibility Numbers are _____.

BIDDER CERTIFIES THAT HE IS: (INITIAL)

a Mississippi Resident Contractor _____

OR a Non Resident Contractor _____

WHEN A NON RESIDENT CONTRACTOR SUBMITS A BID FOR A MISSISSIPPI PUBLIC PROJECT, HE SHALL ATTACH THERETO A COPY OF HIS RESIDENT STATE'S CURRENT LAW PERTAINING TO SUCH STATE'S TREATMENT OF NON RESIDENT CONTRACTOR AS REQUIRED BY TITLE 31, CHAPTER 3 - 31-3-21 (3) OF THE MISSISSIPPI CODE OF 1972 AS AMENDED.

ACCEPTANCE

I agree to hold this proposal open for acceptance for 45days after the bid date and certify that I am authorized to enter my firm into a binding contract if this proposal is accepted.

SIGNATURE

Date: _____ .

Name: _____ .

Title: _____ .

Firm: _____ .

(Exact name of firm corresponding to Mississippi Certificate of Responsibility Number and
Bid Bond as applicable and as it is to appear in a contract).

Address: _____ .

City/State/Zip: _____ .

Office: (____) _____

Cell: (____) _____

END OF PROPOSAL

END OF SECTION

SECTION 005000 - CONTRACT FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 AGREEMENT AND CONDITIONS OF THE CONTRACT

- 1.01.A. The Agreement form is AIA A101.
- 1.01.B. The General Conditions form is AIA A201.
- 1.01.C. Power of Attorney: Attorneys in fact who sign contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

1.02 FORMS

- 1.02.A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.
- 1.02.B. Bond Forms:
 - 1. Bid Bond Form: AIA A310.
 - 2. Performance and Payment Bond Form: AIA A312. Bond shall include payment of taxes.
- 1.02.C. Post-Award Certificates and Other Forms:
 - 1. Schedule of Values Form: AIA G703.
 - 2. Application for Payment Forms: AIA G702 with AIA G703 (for Contractors).
- 1.02.D. Clarification and Modification Forms:
 - 1. Architect's Supplemental Instructions Form: AIA G710.
 - 2. Construction Change Directive Form: AIA G714.
 - 3. Change Order Form: AIA G701.

1.03 REFERENCE STANDARDS

- 1.03.A. AIA A101 - Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Stipulated Sum 2017.
- 1.03.B. AIA A201 - General Conditions of the Contract for Construction 2017.
- 1.03.C. AIA A310 - Bid Bond 2010.
- 1.03.D. AIA A312 - Performance Bond and Payment Bond 2010.
- 1.03.E. AIA G701 - Change Order 2017.
- 1.03.F. AIA G702 - Application and Certificate for Payment 1992.
- 1.03.G. AIA G703 - Continuation Sheet 1992.
- 1.03.H. AIA G710 - Architect's Supplemental Instructions 2017.
- 1.03.I. AIA G714 - Construction Change Directive 2017.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 00 72 00 - GENERAL CONDITIONS

FORM OF GENERAL CONDITIONS

1.01 Document A-201, issued by the American Institute of Architects, 2017 edition, relates to the work of this project and is hereby made part of this Contract, a copy of which follows.

1.01.A. The Contractor is hereby specifically directed, as a condition of the Contract, to obtain the necessary number of copies of Document A 201, to acquaint himself with the Articles contained therein and to notify and apprise all subcontractors, suppliers, and any other parties to the contract or individuals or agencies engaged on the work as to its contents.

1.01.B. No contractual adjustments shall be due or become exigent as a result of failure on the part of the contractor to fully acquaint himself and all other parties to the contract with the conditions of Document A 201.

RELATED REQUIREMENTS

2.01 SECTION 007300 - Supplementary Conditions.

2.02 SECTION 014216 - Definitions.

SUPPLEMENTARY CONDITIONS

3.01 REFER TO DOCUMENT 007300 - Supplementary Conditions FOR AMENDMENTS TO THESE GENERAL CONDITIONS.

END OF SECTION

AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Big Yank Demolition
City of Hattiesburg
CN 18-3746

THE OWNER:

(Name, legal status and address)

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39404

THE ARCHITECT:

(Name, legal status and address)

Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, Mississippi 39402

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, *Guide for Supplementary Conditions*.

Init.

14 **TERMINATION OR SUSPENSION OF THE CONTRACT**

15 **CLAIMS AND DISPUTES**

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely

upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or

expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during

that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;

- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

SECTION 00 73 00 - SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 INTRODUCTION

- A. The following supplements modify the “General Conditions of the Contract for Construction”, AIA Document A201-2017. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

1.02 ARTICLE 1 GENERAL PROVISIONS

- A. §1.1.7 Instruments of Service

- 1. Add the following Sections:

- a. §1.1.7.1 The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

- B. §1.2 Correlation and Intent of the Contract Documents

- 1. Add the following Sections after Section 1.2.2:

- a. §1.2.2.1 In the case of conflicts or discrepancies between Drawings and Division 2-50 of the Specifications or within or among the Contract Documents and not clarified by addendum, the Architect will determine which takes precedence in accordance with Sections 4.2.11, 4.2.12, and 4.2.13. Interpretations will be based on the following priorities:
 - 1. .1 Modifications
 - 2. .2 The Agreement
 - 3. .3 Addenda, with those of later date having precedence over those of earlier date
 - 4. .4 The Supplementary Conditions
 - 5. .5 The General Conditions of the Contract for Construction
 - 6. .6 Division 1 of the Specifications
 - 7. .7 Drawings and Divisions 2-50 of the Specifications
 - 8. .8 Other Documents specifically enumerated in the Agreement as part of the Contract Documents

- C. §1.7 Digital Data Use and Transmission

- 1. Add the following Sections:

- a. §1.7.1 Contractor’s Use of Instruments of Service in Electronic Form.
 - b. §1.7.1.1 The Architect may, with the concurrence of the Owner, furnish to the Contractor versions of instruments of Service in electronic form. The Contract Documents executed or identified in accordance with Subparagraphs 1.1.2 and

1.1.7 shall prevail in case of an inconsistency with versions made through electronic operations involving computers.

- c. §1.7.1.2 The Contractor shall not transfer or reuse instruments of Service in electronic form without prior written consent of the Architect.

D. Add Section §1.9 Periodic Meetings

1. Add the following Sections:

- a. §1.9.1 Representatives of the Owner, Contractor and Architect shall meet periodically at mutually agreed-upon intervals for the purpose of establishing procedures to facilitate cooperation, communication and timely responses among the participants.
- b. §1.9.2 By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

1.03 ARTICLE 2 OWNER

A. §2.3 Information and Services Required of the Owner

1. Delete §2.3.6 and substitute the following:

- a. §2.3.6 The Owner shall furnish the Contractor one set of PDF Contract Documents. Additional contract documents may be provided from on hand copies produced and returned during the bidding process. The Contractor may purchase additional copies or print the pdf documents at his own expense.

1.04 ARTICLE 3 CONTRACTOR

A. §3.2 Review of Contract Documents and Field Conditions by Contractor

1. Add the following Section:

- a. §3.2.5 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation. Reimbursements may be funds retained in the Contractor's Application for Payment.

B. §3.4 Labor and Materials

1. Add the following after Section 3.4.2:

- a. §3.4.2.1 After the Contract has been executed, the Owner and the Architect will consider requests for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:

1. .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all aspects to that specified.
 2. .2 represents that the Contractor will provide the same warranty for the substitution as the Contractor would have provided for the product specified.
 3. .3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
 4. .4 shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
- b. §3.4.2.2 The Owner shall be entitled to reimbursement from the Contractor amounts paid to the Architect for reviewing the Contractor's proposed substitutions and to make agreed-upon changes in the Drawings and Specifications resulting from such Substitutions. Reimbursements may be funds retained in the Contractor's Application for Payment.

C. §3.8 Allowances

1. Delete §3.8.2.2 and substitute the following:
 - a. §3.8.2.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; except that if installation is included as part of the allowance in Division 1-50 of the Specifications, the installation and labor costs for greater or lesser quantities of Work shall be determined in accordance with Article 7;

D. §3.9 Superintendent

1. Delete §3.9.2 and substitute the following:
 - a. §3.9.2 The Contractor, as soon as practicable after award of the Contract, but no later than the preconstruction conference, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.
2. Delete §3.9.3 and substitute the following:
 - a. §3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.
3. Add the following Section:

- a. §3.9.4 The Contractor shall employ a superintendent or an assistant to the superintendent who will perform as a coordinator for mechanical and electrical Work. The coordinator shall be knowledgeable in mechanical and electrical systems and capable of reading, interpreting and coordinating Drawings, Specifications, and shop drawings pertaining to such systems. The coordinator shall assist the Subcontractors in arranging space conditions to eliminate interference between the mechanical and electrical systems and other Work and shall supervise the preparation of coordination drawings documenting the spatial arrangements for such systems within restricted spaces. The coordinator shall assist in planning and expediting the proper sequence of delivery of mechanical and electrical equipment to the site. Space priorities within restricted areas shall be: (1) mechanical systems, (2) plumbing systems, (3) fire sprinkler piping systems.

E. §3.12 Shop Drawings, Product Data and Samples

1. Add the following Section:
 - a. §3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Owner is entitled to obtain reimbursement from the Contractor amounts paid to the Architect for evaluation of additional resubmittals. Reimbursements may be funds retained in the Contractor's Application for Payment.

1.05 ARTICLE 4 ARCHITECT

A. §4.2 Administration of the Contract

1. Add the following after Section 4.2.2:
 - a. §4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work. Reimbursements may be funds retained in the Contractor's Application for Payment.
2. Add the following after Section 4.2.14:
 - a. §4.2.14.1 Contractor's request for information shall be prepared and submitted in accordance with Division 1 "General Requirements" sections on AIA Document G716-2004. The Architect will return without action requests for information that does not conform to requirements of the Contract Documents.

1.06 ARTICLE 5 SUBCONTRACTORS

A. §5.2 Award of Subcontracts and Other Contracts for Portions of the Work

1. Add the following Section:
 - a. §5.2.5 Not later than twenty-one days after the date of commencement of the Work, the Contractor shall furnish in writing to the Owner through the Architect the names of persons or entities proposed as subcontractors, manufacturers, fabricators, material suppliers, equipment suppliers, and systems for the products, identified in the General Requirements (Division 1 of the Specifications).

1.07 ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

A. §6.1 Owner's Right to Perform Construction and to Award Separate Contracts

1. Add the following Section:

- a. §6.1.5 The Contractor, including his subcontractors, shall keep informed of the progress and the detailed work of the Owner or other Contractors and shall immediately notify the Architect of lack of progress or delays by other Contractors which are affecting Contractor's Work. Failure of Contractor to keep informed of the progress of the work of the Owner or other Contractors and / or failure of Contractor to give notice of lack of progress or delays by the Owner or other Contractors shall be deemed to be acceptance by Contractor of the status of progress by other Contractors for the proper coordination and completion of Contractor's Work. If, through acts or neglect on the part of the Contractor, the Owner or any other Contractor or subcontractor shall suffer loss or damage or assert any claims of whatever nature against the Owner, the Contractor shall defend, indemnify and hold harmless the Owner from any such claims or alleged damages, and the Contractor shall resolve such alleged damages or claims directly with the other Contractors or subcontractors.

1.08 ARTICLE 7 CHANGES IN THE WORK

A. §7.1 General

1. Add the following Section:

- a. §7.1.4 The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based on the following schedule:
 1. .1 For the Contractor, the Work performed by the Contractor's own forces, fifteen percent of the cost.
 2. .2 For the Contractor, for Work performed by the Contractor's Subcontractors, five percent of the amount due the Subcontractor.
 3. .3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, ten percent of the cost.
 4. .4 For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractor, ten percent of the amount due the Sub-subcontractor.
 5. .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.4.
 6. .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are

Subcontracts, they shall be itemized also. In no case will a change involving over Five Hundred Dollars be approved without such itemization.

1.09 ARTICLE 8 TIME

A. §8.2 Progress and Completion

1. Delete §8.2.1 and substitute the following:

- a. §8.2.1 Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work and that the Contractor is fully capable of properly completing the work within the Contract time.

B. §8.3 Delays and Extension of Time

1. Delete §8.3.1 and substitute the following:

- a. §8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine. However, to the fullest extent permitted by law, and notwithstanding any other provisions in the Contract Documents, the Owner, and the Architect and their agents and employees shall not be liable for any damage for delay whether for direct or indirect costs, extended home office overhead, idle or inefficient labor or equipment, cost escalations or monetary claims of any nature arising from or attributable to delay by any cause whatsoever. The Contractor's sole and exclusive right and remedy for delay by any cause whatsoever is an extension of the Contract Time but no increase in the Contract Sum.

2. Delete §8.3.2 and substitute the following:

- a. §8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15. Any delay, interference, hindrance or disruption, from whatever source or cause, in the progress of the Contractor's Work shall be a basis for an extension of time unless the delay, interference hindrance or disruption is (1) the fault and the responsibility of the Contractor, its subcontractors and suppliers and (2) directly affects the overall completion of the Work as reflected on the critical path of the updated Construction Schedule. The contractor expressly agrees that the Owner shall have the benefit of any float in the construction schedule and delay in construction activities which do not affect the overall completion of the work does not entitle the Contractor to any extension in the Contract Time.

1. .1 Any claims by the Contractor for an increase in Contract Time must follow the procedures and limits set forth in Article 15 "Claims and

Disputes” including, but not limited to the requirement that the Contractor give notice of any claim for extension in Contract Time within twenty-one (21) days after occurrence of the event giving rise to such claim.

3. Add the following Sections:

- a. §8.3.4 This provision specifies the procedure for the determination of time extensions for unusually severe weather. In order for the Owner and Architect to award a time extension under this clause, the following conditions must be satisfied:
 - 1. .1 The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during the time allotted to achieve Substantial Completion.
 - 2. .2 The unusually severe weather must actually cause a delay in the completion of the project. The delay must be beyond the control and without the fault of negligence of the contractor.
- b. §8.3.5 The schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for weather time evaluations. The Contractor’s activity durations for inclusion in the progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.
- c. §8.3.6 Monthly anticipated adverse weather delay workdays based on five (5) day work week, unless Contractor stipulates a different work schedule prior to Notice to Proceed.
- d. §8.3.7 Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor shall record on the daily report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on the overall projects’ critical activities for 50 percent or more of the contractor’s scheduled workday. The number of actual adverse weather days shall include days impacted by adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 8.3.5 above, the Owner and the Architect will convert any qualifying delays to calendar days giving full consideration for equivalent fair weather workdays and issue a modification in accordance with the contract.

1.10 ARTICLE 9 PAYMENTS AND COMPLETION

A. §9.3 Applications for Payment

- 1. Delete §9.3.1 and substitute the following:

- a. §9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702™-1992, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703™-1992, Continuation Sheet.
2. Add the following after Section 9.3.1.2:
 - a. §9.3.1.3 Until final payment, the Owner will hold retainage in the amount of five percent (5%) and the amount retained by the prime contractor from each payment due the subcontractor shall not exceed the percentage withheld by the owner from the prime contractor. On contracts of which the total amount is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater, or on any contract with a subcontract, regardless of amount, five percent (5%) shall be retained until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the architect's and/or engineers opinion, at which time fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. Provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2 ½ %).
 - b. §9.3.1.4 The full contract retainage may be reinstated if the manner of completion of the work and its progress do not remain satisfactory to the Architect.
 - c. §9.3.1.5 The contractors shall submit with each Application for Payment a monthly certification to the project architect listing subcontractors and payments to those subcontractors paid by funds received from the prior Application for Payment. This certification shall be submitted on a form entitled "Affidavit Certifying Payment To All Subcontractors" and will be provided to the contractor by the architect.
- B. §9.8 Substantial Completion
 1. Add the following after Section 9.8.3:
 - a. §9.8.3.1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for additional inspections. Reimbursements may be funds retained in the Contractor's Application for Payment.
- C. §9.10 Final Completion and Final Payment
 1. Add the following after Section 9.10.1:

- a. §9.10.1.1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for additional inspections. Reimbursements may be funds retained in the Contractor's Application for Payment.

D. Add Section §9.11 Liquidated Damages:

1. Add the following Sections:

- a. §9.11.1 It is hereby understood and mutually agreed, by and between the contractor and the Owner, that the date of beginning, rate of progress, and the time of completion of the work to be done hereunder are essential conditions of this contract, and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the work order.
- b. §9.11.2 The contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure substantial completion thereof within the time specified. It is expressly understood and agreed by and between the contractor and the Owner, that the time of completion of the work described herein is a reasonable time for the completion of same, taking into consideration the average climactic range and usual industrial conditions, prevailing in this locality.
- c. §9.11.3 If the said contractor shall neglect, fail or refuse to complete the work within the time herein specified, then the contractor does hereby agree as a part of the consideration for the awarding of this contract to pay to the Owner the amount specified herein, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the contract shall be in default after the time stipulated for completing the work.
- d. §9.11.4 The said amount is fixed and agreed upon by and between the contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amounts shall be retained from time to time by the Owner from current periodical estimates.
- e. §9.11.5 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever. Where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to unforeseeable cause beyond the control and without the fault of the contractor, including, but not restricted to, extreme acts of God, or the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, and quarantine restrictions: provided; however, that the contractor shall,

within seven (7) days from the beginning of such delay, notify the Owner, in writing of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the contractor within a reasonable time of its decision in the matter.

- f. §9.11.6 The contractor is familiar with the weather in the area; therefore, contractor has considered and computed weather in contractor's calculation of time necessary to complete this contract within the specified calendar days and accordingly agrees that rain, dryness, heat or cold will not be a basis for extension of the completion date, unless otherwise stipulated in the Contract Documents.
- g. §9.11.7 It is agreed and understood that the project be substantially complete on or before the time set forth on the Contractor's proposal form commencing on a date set forth in a notice to proceed from the Architect to the Contractor. If the said contractor shall neglect, fail or refuse to complete the work within the time specified herein, then the contractor shall pay to the Owner the sum of \$500.00 for each and every calendar day after the time stipulated herein for the substantial completion of the work and the Owner may deduct the said sum of \$500.00 per day from any balance due the contractor, as liquidated damages for loss and default as herein set forth, as herein set forth, which daily sum is agreed to be a reasonable sum for liquidated damages for this project.

1.11 ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

A. §10.2 Safety of Persons and Property

- 1. Add the following after Section 10.2.4:
 - a. §10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice in writing.

1.12 ARTICLE 11 INSURANCE AND BONDS

A. §11.1 Contractor's Insurance and Bonds

- 1. Add the following after Section 11.1.1:
 - a. §11.1.1.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:
 - 1. .1 General Liability (Commercial General Liability Including XCU):
 - 1. General Aggregate: \$1,000,000 Aggregate.
 - 2. Products & Completed Operations: \$1,000,000 Aggregate.
 - 3. Personal & Advertising Injury: \$500,000 Per Occurrence.
 - 4. Bodily Injury & Property Damage: \$500,000 Per Occurrence.
 - 5. Fire Damage Liability: \$50,000 Per Occurrence.
 - 6. Medical Expense: \$5,000 Per Person.
 - 2. .2 Owners & Contractors Protective Liability:

1. Bodily Injury and Property Damage: \$1,000,000 Aggregate
2. Bodily Injury & Property Damage: \$500,000 Per Occurrence
3. .3 Automobile Liability (Owned, Non-owned & Hired Vehicles):
 1. Contractor Insurance Option Number 1:
 1. Bodily Injury and Property Damage (Combined Single Limit):\$500.000 Per Occurrence.
 2. Contractor Insurance Option Number 2:
 1. Bodily Injury: \$250,000 Per Person.,
 2. Bodily Injury: \$500,000 Per Accident.,
 3. Property Damage: \$100,000 Per Occurrence.
4. .4 Excess Liability (Umbrella on projects over \$500,000):
 1. Bodily Injury & Property Damage (Combined Single Limit):
\$1,000,000 Aggregate
5. .5 Workers' Compensation: (As Required by Statute)
6. .6 Employers' Liability:
 1. Accident: \$100,000 Per Occurrence.
 2. Disease: \$500.000 Policy Limit.
 3. Disease: \$100,000 Per Employee.
7. .7 Property Insurance:
 1. General Builder's Risk: Equal to Value of Work.
- b. §11.1.1.2 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 1. .1 Premises Operations (including X, C and U coverages as applicable).
 2. .2 Independent Contractors' Protective
 3. .3 Products and Completed Operations.
 4. .4 Personal Injury Liability with Employment Exclusion deleted
 5. .5 Contractual, including specified provision for Contractor's obligation under paragraph 3.18.2 Owned, non-owned and hired motor vehicles.
 6. .6 Broad Form Property Damage including Completed Operations.
- c. §11.1.1.3 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

- d. §11.1.1.4 If this insurance is written on a Commercial General Liability policy form, the certificates shall be ACORD form 25-S, completed and supplemented in accordance with AIA Document G715™-1991, Instruction Sheet and Supplemental Attachment for ACORD Certificate of Insurance 25-S.
- e. §11.1.1.5 Performance Bond and Payment Bond:
 - 1. .1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum.
 - 2. .2 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.
 - 3. .3 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

B. §11.2 Owner's Insurance

- 1. Delete §11.2.1 and substitute the following:
 - a. §11.2.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.
- 2. Add the following Sections:
 - a. §11.2.1.1 If the Owner is damaged by the failure of the Contractor to purchase and maintain such insurance without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs attributable thereto.
- 3. Delete §11.2.2 and substitute the following:
 - a. §11.2.2 Failure to Purchase Required Property Insurance. If the Contractor fails to purchase and maintain the required property insurance, with all the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, The Contractor shall inform the Owner in writing prior to commencement of the Work. Upon receipt of notice from the Contractor, the Owner may delay commencement of the Work and may obtain insurance that will protect the interests of the parties and deduct costs of insurance from contract by change order. If the Owner is damaged by the failure of the Contractor to purchase

and maintain such insurance without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs attributable thereto.

4. Delete §11.2.3 and substitute the following:
 - a. §11.2.3 Notice of Cancellation or Expiration of Contractor's Required Property Insurance. The Contractor shall provide written notice of any cancellation or expiration of coverages required at least 30 days prior to any lapse in coverage event. Failure to notify Owner of any lapse in coverage event is the sole responsibility of the Contractor and any damages to the Owner or the Property shall be the Contractor's responsibility to bear all costs. Such notice requirement shall appear on the policy coverages page.
5. Delete §11.4 in its entirety.
6. Delete §11.5 in its entirety.

1.13 ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

- A. §12.2 Correction of Work:
 1. Add the following after Section 12.2.2.3:
 - a. §12.2.2.4 Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct, and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

1.14 ARTICLE 15 CLAIMS AND DISPUTES

- A. §15.1.6 Claims for Additional Time
 1. Delete §15.1.6.2 and substitute the following:
 - a. §15.1.6.2 Unusually Adverse Weather Delays:
 1. .1 The Contractor shall anticipate delays in the progress of the Work, due to adverse weather, during the stipulated Contract Time in the amount of days published in recognized official data. If documented evidence (from recognized official data) indicates weather delays in excess of this amount, then they shall be declared as unusually adverse weather and then the Contractor may be granted an Extension of Time for each Work Day, in excess of the normal days, in which the weather prevented work on the Project Site for fifty (50) percent or more of the Contractor's "Normal Work Day", but only if such prevented work was critical to the timely completion of the project.
 2. .2 Contractor's "Normal Workday" shall be defined on the basis of Hours Per Day/Days Per Week as stated by the Contractor at the beginning of the Project. Example: If the Contractor indicates that his "normal" (regular) schedule is a 6-Day Work Week, meaning Monday through Saturday, then a rain on Sunday (since not a scheduled Workday) will not necessarily delay the Work of the Project. However, site conditions, as a result of the rain,

could partially or fully prevent scheduled outside work on Monday (and thereafter) thereby making the Contractor eligible to apply for a Weather Delay Extension of Time on the basis of the conditions stated in the paragraph above.

2. Add the following Sections:

- a. §15.1.6.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.
- b. §15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

B. §15.1.7 Waiver of Claims for Consequential Damages

1. Delete §15.1.7 and substitute the following:

- a. §15.1.7 Waiver of Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. If, before expiration of 30 days from the date of execution for this agreement, the Owner obtains by separate agreement and furnishes to the Contractor a similar mutual waiver of all claims from the Architect against the Contractor for consequential damages which the Architect may incur as a result of any act or omission of the Owner or Contractor, then the waiver of consequential damages by the Owner and Contractor contained in this subparagraph 15.1.7 shall be applicable to claims by the Contractor against the Architect. This mutual waiver includes:
 1. .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
 2. .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising from the Work.

C. Delete §15.3 Mediation in its entirety including all subsections.

D. Delete §15.4 Arbitration in its entirety including all subsections.

E. Add Section §15.3 Resolution of Claims and Disputes

1. Add the following Sections:
 - a. §15.3.1 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within seven days. After receipt of the Architect's decision, either party may file a claim in court for resolution of the dispute. However, any action or suit filed in court shall only be filed in the Chancery Court of the County of the Owner's principal place of business. In the event a legal action or suit is filed in a court other than the designated court, then the other party shall be entitled to have a case transferred to the designated court and be reimbursed for all attorney's fees and expenses incurred in transferring the case.
 - b. §15.3.2 Attorney's Fees: In the event of default or breach by any party hereto, the non-defaulting party shall have the right to enforce this contract and/or seek damages for its breach in the Courts of the county of the Owner's principal place of business. In addition to such other damages as may be provided herein or as may be proved by the non-defaulting party, the defaulting party shall be liable and responsible for all attorney's fees, court costs, expert witness fees or other out of pocket expenses incurred by the non-defaulting party as a result, directly or indirectly, of the breach or default by the defaulting party.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 10 00 - SUMMARY

PART 1 GENERAL

1.01 PROJECT IDENTIFICATION

- 1.01.A. Project Name: Big Yank Demolition
- 1.01.B. Owner's Name: City of Hattiesburg
- 1.01.C. Architect's Name: Landry Lewis Germany Architects, P.A..
- 1.01.D. Drawings and Project Manual dated: 12/06/2019

1.02 ABBREVIATED WRITTEN SUMMARY

- 1.02.A. Briefly, and without force and effect upon contract documents, work of contract can be summarized as follows:
 - 1. The work consists of construction of the demolition of the majority of the existing Big Yank Building and Site Improvements. Selective Demolition will be required where existing structure adjoins third party property.
 - 2. Stabilization of a common wall between areas of the structure to be removed and those to remain.

1.03 OWNER OCCUPANCY

- 1.03.A. Owner intends to construct a new building on this site after completion.
- 1.03.B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

END OF SECTION

SECTION 01 25 13 - PRODUCTS AND SUBSTITUTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS:

- A. Definitions: "Products" is defined to include purchased items for incorporation into the work, regardless of whether specifically purchased for project or taken from Contractor's stock of previously purchased products. "Materials," is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, installed or applied to form units of work. "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, etc.). Definitions in this paragraph are not intended to negate the meaning of other terms used in contract documents, including "specialties," "systems," "structure," "finishes," "accessories," "furnishings," "special construction," and similar terms, which are self-explanatory and have recognized meanings in the construction industry.
- B. Substitutions: The requirements for substitutions do not apply to specified Contractor options on products and construction methods. Revisions to contract documents, where requested by Owner, Architect or Engineer, are "changes" not "substitutions." Requested substitutions during bidding period, which have been accepted prior to Bid Date, are included in contract document and are not subject to requirements for substitutions as specified herein. Contractor's determination of and compliance with governing regulations and orders issued by governing authorities do not constitute "substitutions;" and do not constitute a basis for change orders, except as provided for in contract documents. Otherwise, Contractor's requests for changes in products, materials and methods of construction required by contract documents are considered requests for "substitutions," and are subject to requirements hereof.
- C. Standards: Refer to Division-1 section "Definitions and Standards" for applicability of industry standards to products of project, and for acronyms used in text of specification sections.

1.3 QUALITY ASSURANCE:

- A. Source Limitations: To the greatest extent possible for each unit of work, provide products, materials or equipment of a singular generic kind and from a single source.
- B. Compatibility of Options: Where more than one choice is available as options for Contractor's selection of a product or material, select an option which is compatible with other products and materials already selected (which may have been from among options for those other products and materials). Total compatibility among options is not assured by limitations within contract

documents, but must be provided by Contractor. Compatibility is a basic general requirement of product/material selections.

1.4 SUBMITTALS:

- A. Requests for Substitutions: Submit 3 copies, fully identified for product or method being replaced by substitution, including related specification section and drawing number(s), and fully documented to show compliance with requirements for substitutions. Include product data/drawings, description of methods, samples where applicable, Contractor's detailed comparison of significant qualities between specified item and proposed substitution, statement of effect on construction time and coordination with other affected work, cost information or proposal, and Contractor's statement to the effect that proposed substitution will result in overall work equal-to-or-better-than work originally indicated.

1.5 PRODUCT DELIVER-STORAGE-HANDLING:

- A. General: Deliver, handle and store products in accordance with manufacturer's recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. Control delivery schedules to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.

1.6 WARRANTIES (GUARANTEES):

- A. Categories of Specific Warranties: Warranties on the work are in several categories, including those of General Conditions, and including (but not necessarily limited to) the following specific categories related to individual units of work specified in sections of Divisions 2 through 16 of these specifications:
- B. Special Project Warranty (Guarantee): A warranty specifically written and signed by Contractor for a defined portion of the work; and, where required, countersigned by subcontractor, installer, manufacturer or other entity engaged by Contractor.
- C. Specified Product Warranty: A warranty which is required by contract documents, to be provided for a manufactured product incorporated into the work; regardless of whether manufacturer has published a similar warranty without regard for specific incorporation of product into the work, or has written and executed a special project warranty as a direct result of contract document requirements.
- D. Coincidental Product Warranty: A warranty which is not specifically required by contract documents (other than as specified in this Section); but which is available on a product incorporated into the work, by virtue of the fact that manufacturer of product has published warranty in connection with purchases and uses of product without regard for specific applications except as otherwise limited by terms of warranty.

- E. Refer to individual sections of Divisions 2 through 16 for the determination of units of work which are required to be specifically or individually warranted, and for the specific requirements and terms of those warranties (or guarantees).
- F. General Limitations: It is recognized that specific warranties are intended primarily to protect Owner against failure of the work to perform as required, and against deficient, defective and faulty materials and workmanship, regardless of sources. Except as otherwise indicated, specific warranties do not cover failures in the work which result from: 1) Unusual and abnormal phenomena of the elements, 2) The Owner's misuse, maltreatment or improper maintenance of the work, 3) Vandalism after time of substantial completion, or 4) Insurrection or acts of aggression including war.
- G. Related Damages and Losses: In connection with Contractor's correction of warranted work which has failed, remove and replace other work of project which has been damaged as a result of such failure, or must be removed and replaced to provide access for correction of warranted work.
- H. Consequential Damages: Except as otherwise indicated or required by governing regulation, special project warranties and product warranties are not extended to cover damage to building contents (other than work of Contract) which occurs as a result of failure of warranted work.
- I. Reinstatement of Warranty Period: Except as otherwise indicated, when work covered by a special project warranty or product warranty has failed and has been corrected by replacement or restoration, reinstate warranty by written endorsement for the following time period, starting on date of acceptance of replaced or restored work.
 - 1. A period of time ending upon date original warranty would have expired if there had been no failure.
- J. Replacement Cost, Obligations: Except as otherwise indicated, costs of replacing or restoring failing warranted units or products is Contractor's obligation, without regard for whether Owner has already benefited from use through a portion of anticipated useful service lives.
- K. Rejection of Warranties: Owner reserves the right, at time of substantial completion or thereafter, to reject coincidental product warranties submitted by Contractor, which in opinion of Owner tend to detract from or confuse interpretation of requirements of contract documents.
- L. Contractor's Procurement Obligations: Do not purchase, subcontract for, or allow others to purchase or sub-subcontract for materials or units of work for project where a special project warranty, specified product warranty, certification or similar commitment is required, until it has been determined that entities required to countersign such commitments are willing to do so.

PART 2 - PRODUCTS

2.1 GENERAL PRODUCT COMPLIANCE'S:

- A. General: The compliance requirements, for individual products as indicated in contract documents, are multiple in nature and may include generic, descriptive, proprietary,

performance, prescriptive, compliance with standards, compliance with codes, conformance with graphic details and other similar forms and methods of indicating requirements, all of which must be complied with. Also "allowances" and similar provisions of contract documents will have a bearing on selection process.

- B. Procedures for Selecting Products: Contractor's options for selecting products are limited by contract document requirements, and governing regulations, and are not controlled by industry and governing regulations, and are not controlled by industry traditions or procedures experienced by Contractor on previous construction projects. Required procedures include, but are not necessarily limited to, the following for various indicated methods of specifying:
- C. Two or More Product/Manufacturer Names: Provide one of the named products, at Contractor's option; but excluding products which do not comply with requirements. Do not provide or offer to provide an unnamed product, except where none of named products comply with requirements or are a feasible selection; advise Architect/Engineer before proceeding.
- D. "Or Equal": Where named products in specifications text are accompanied by the term "or equal," or other language of similar effect, comply with those contract document provisions concerning "substitutions" for obtaining Architect's approval (by change order) to provide an unnamed product. "Named", except as otherwise indicated, is defined to mean manufacturer's name for product, as recorded in published product literature, of latest issue as of date of contract documents. Refer requests to use products of a later (or earlier) model to Architect for acceptance before proceeding.
- E. Standards, Codes and Regulations: Where only compliance with an imposed standard, code or regulation is required, selection from among products which comply with requirements including those standards, codes and regulations, is Contractor's option.
- F. Performance Requirements: Provide products which comply with specific performances indicated, and which are recommended by manufacturer (in published product literature or by individual certification) for application indicated. Overall performance of a product is implied where product is specified with only certain specific performance requirements.
- G. Prescriptive Requirements: Provide products which have been produced in accordance with prescriptive requirements, using specified ingredients and components, and complying with specified requirements for mixing, fabricating, curing, finishing, testing and similar operations in manufacturing process.
- H. Visual Matching: Where matching with an established sample is required, final judgment of whether a product proposed by Contractor matches sample satisfactorily is Architect's judgment. Where no product within specified cost category is available, which matches sample satisfactorily and complies with requirements, comply with contract document provisions concerning, "substitutions" and "change orders" for selection of a matching product outside established cost category or, of a product not complying with requirements.
- I. Visual Selection: Except as otherwise indicated, where specified product requirements include "...as selected from manufacturer's standard colors, patterns, textures..." or words of similar effect, the selection of manufacturer and basic product (complying with requirements) is Contractor's option, and subsequent selection of color, pattern and texture is Architect's selection. Where specified product requirements include "...as selected from standard colors, patterns, textures available within the industry...", or words to that effect, selection of product

(complying with requirements, and within established cost category) is Architect's selection, including designation of manufacturer where necessary to obtain desired color, pattern or texture.

2.2 SUBSTITUTIONS:

- A. Conditions: Contractor's request for substitution will be received and considered when extensive revisions to contract documents are not required and changes are in keeping with general intent of contract documents; when timely, fully documented and properly submitted; and when one or more of following conditions is satisfied, all as judged by Architect. Otherwise, requests will be returned without action except to record non-compliance with these requirements.
- B. Where request is directly related to an "or equal" clause or other language of same effect in contract documents.
- C. Where required product, material or method cannot be provided within Contract Time, but not as a result of Contractor's failure to pursue the work promptly or to coordinate various activities properly.
- D. Where required product, material or method cannot be provided in a manner which is compatible with other materials of the work, or cannot be properly coordinated therewith, or cannot be warranted as required, or cannot be used without adversely affecting Owner's insurance coverage on completed work, or will encounter other substantial non-compliance's which are not possible to otherwise overcome except by making requested substitution, which Contractor thereby certifies to overcome such non-compatibility, non-coordination, non-warranty, non-insurability or other non-compliance as claimed.
- E. Where required product, material or method cannot receive required approval by a governing authority, and requested substitution can be so approved.
- F. Where substantial advantage is offered Owner, in terms of cost, time, energy conservation or other valuable considerations, after deducting offsetting responsibilities Owner may be required to bear, including additional compensation to Architect for redesign and evaluation services, increased cost of other work by Owner or separate contractors, and similar considerations.
- G. Work-Related Submittals: Contractor's submittal of (and Architect's acceptance of) shop drawings, product data or samples which relate to work not complying with requirements of contract documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.

2.3 GENERAL PRODUCT REQUIREMENTS:

- A. General: Provide products which comply with requirements, and which are undamaged and unused at time of installation, and which are complete with accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for intended use and effect.
- B. Standard Products: Where available, provide standard products of types which have been produced and used previously and successfully on other projects and in similar applications.

- C. Continued Availability: Where additional amounts of a product, by nature of its application, are likely to be needed by Owner at a later date for maintenance and repair or replacement work, provide a standard, domestically produced product which is likely to be available to Owner at such later date.
- D. Nameplates: Except as otherwise indicated for required approval labels, and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on exterior of the work.
- E. Labels: Locate required labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.
- F. Equipment Nameplates: Provide permanent nameplate on each item of service-connected or power operated equipment. Indicate manufacturer, product name, model number, serial number, capacity, speed, ratings and similar essential operating data. Locate nameplates on an easily accessed surface which, in occupied spaces, is not conspicuous.

PART 3 - EXECUTION (not applicable)

END OF SECTION

SECTION 01 29 00 - SCHEDULES, REPORTS, PAYMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-I Specification sections, apply to work of this section.

1.2 PROGRESS SCHEDULE:

- A. Bar-Chart Schedule: Not more than 14 days after date established for "Notice to Proceed", submit a bar-chart type progress schedule indicating a time bar for each major category or unit of work to be performed at site, properly sequenced and intermeshed and showing completion of the work sufficiently in advance of date established for "substantial completion of the work".
- B. Distribution: Following initial submittal to and response by Architect, print and distribute progress schedule to Architect, Engineers, Owner, separate contractors (if any), principal subcontractors and suppliers or fabricators, and others with a need-to-know schedule-compliance requirement. Distribute and post subsequent updated issues to same entities, when revisions are made; except delete entities from distribution when they have completed assigned work and are no longer involved in performance of scheduled work.

1.3 SCHEDULE OF VALUES:

- A. General: Prepare schedule of values, as required by General Conditions. Provide breakdown of Contract Sum in sufficient detail to facilitate continued evaluation of payment requests and progress reports. Break down principal subcontract amounts into several line items. Round off to nearest whole dollar, but with total equal to Contract Sum. Submit copy of schedule of values to Architect and Engineers.
- B. Time Coordination: In coordination of initial submittals and other administrative "start up" activities, submit schedule of values to Architect at earliest feasible date, but in no case later than 7 days before initial payment request is to be submitted.
- C. Listing: Arrange schedule with columns to indicate generic name of item, change orders (numbers) which have affected value, dollar value of item, and percentage of Contract Sum (to nearest one-hundredth percent and adjusted to total 100 percent).

1.4 PAYMENT REQUESTS:

- A. General: Except as otherwise indicated, sequence of progress payments is to be regular, and each must be consistent with previous applications and payments. It is recognized that certain applications involve extra requirements, including initial application, application at times of substantial completion, and final payment application.

- B. Application Transmittal: Submit 3 executed copies of each payment application, each copy of which is completed with waivers of lien and similar attachments. Transmit each copy with a transmittal form listing those attachments, and recording appropriate information related to application in a manner acceptable to Architect. Transmit to Architect by means ensuring receipt within 24 hours.
- C. Payment Application Times: The "period" for each progress payment is from the twenty-sixth (26th) of the month to the twenty-fifth (25th). Payment shall be made by the tenth (10th).
- D. Payment Application Forms: AIA Document G702 and Continuation Sheets; 1992 form, available from "Publications, a Division of the AIA Service Corporation", 1735 New York Ave. NW., Washington, DC, 20006 (also available at most local AIA chapter offices).
- E. Application Preparation: Except as otherwise indicated, complete every entry provided for on the form, including notarization and execution by authorized persons. Incomplete applications will be returned by Architect without action. Entries must match current data of schedule of values and progress schedule and report. Listing must include amounts of change orders issued prior to last day of the "period of construction" covered by application.
- F. Waivers of Lien: For each payment application, submit waivers of lien to the owner.
- G. Extension of Time: Not allowed. See Supplementary Conditions 8.3 Liquidated Damages.
- H. Extension of Time: The Contractor must submit each month, with his application for payment, a separate letter stating that he is requesting an extension of time or that he had no need for an extension for that period of time. No payment on a monthly application will be made until the letter is received. Complete justification on a specific day by day basis, which shall include, but is not limited to, weather reports, site condition reports, a listing of which trades are delayed and which trades are not delayed (with verification from each trade), photo of the site and appropriate correspondence. The receipt of this request and data will be evaluated and accepted or rejected with the processing of the application for payment. The final determination as to the granting of an extension of time will be in the sole discretion of Architect/Owner, and Contractor agrees that this is a reasonable and appropriate method of resolution and agrees to abide by the decision of Architect. Weather delays for work to be performed inside of the building, shall not be allowed after the building reaches the enclosure stage unless Contractor can furnish clean and convincing proof that such an extension would be justified and Architect grants such extension.
- I. Application at Time of Substantial Completion:
 - 1. See Section 01 77 00 - Project Closeout.
- J. Final Payment Application:
 - 1. See Section 0 177 00 - Project Closeout.

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION (not applicable)

END OF SECTION

SECTION 01 33 00 - SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS:

- A. The types of submittal requirements specified in this section include shop drawings, product data, samples and miscellaneous work-related submittals. Individual submittal requirements are specified in applicable sections for each unit of work. Refer to other Division-1 sections and other contract documents for requirements of administrative submittals.

1.3 Definitions: Work-related submittals of this section are categorized for convenience as follows:

- A. Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to a range of similar projects.
- B. Product data include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed therein.
- C. Samples include both fabricated and un-fabricated physical examples of materials, products and units of work; both as complete units and as smaller portions of units of work; either for limited visual inspection or (where indicated) for more detailed testing and analysis.
- D. Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, physical work records, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.
- E. Color Selection: No color selection's will be made until all required samples and shop drawings have been submitted for coordination and approval.

1.4 SPECIFIC CATEGORY SUBMITTAL REQUIREMENTS:

- A. General: Except as otherwise indicated in individual work sections, comply with requirements specified herein for each indicated category of submittal. Provide and process intermediate submittals, where required between initial and final, similar to initial submittals.

- B. Shop Drawings: Provide newly-prepared information, on reproducible sheets, with graphic information at accurate scale (except as otherwise indicated), with name of preparer indicated (firm name). Show dimensions which are based on field measurement. Identify materials and products in the work shown. Indicate compliance with standards, and special coordination requirements. Do not allow shop drawing copies without appropriate final "Action" markings by Architect to be used in connection with the work.
- C. Submittal: One correctable translucent reproducible print and one blue-line or black-line print; reproducible will be returned.
- D. Product Data: Collect required data into one submittal for each unit of work or system; and mark each copy to show which choices and options are applicable to project. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and special coordination requirements. Maintain one set of product data (for each submittal) at project site, available for reference by Architect and others.
- E. Submittals: Do not submit product data, or allow its use on the project, until compliance with requirements of contract documents has been confirmed by Contractor. Submittal is for information and record, unless otherwise indicated. Initial submittal is final submittal unless returned promptly by Architect, marked with an "Action" which indicates an observed non-compliance. Submit 2 copies, plus 2 additional copies (which will be returned) where required for maintenance manuals.
- F. Installer's Copy: Do not proceed with installation of materials, products or systems until final copy of applicable product data is in possession of Installer.
- G. Samples: Provide units identical with final condition of proposed materials or products for the work. Include "range" samples (not less than 3 units) where unavoidable variations must be expected, and describe or identify variations between units of each set. Provide full set of optional samples where Architect's selection is required. Prepare samples to match Architect's sample where so indicated. Include information with each sample to show generic description, source or product name and manufacturer, limitations, and compliance with standards. Samples are submitted for review and confirmation of color, pattern, texture and "kind" by Architect. Architect will not "test" samples (except as otherwise indicated) for compliance with other requirements, which are therefore the exclusive responsibility of Contractor.
- H. Submittal: At Contractor's option, provide preliminary submittal of a single set of samples for Architect's review and "Action". Otherwise, initial submittal is final submittal unless returned with "Action" which requires resubmittal. Submit 2 sets of samples in final submittal; one set will be returned.
- I. Quality Control Set: Maintain returned final set of samples at project site, in suitable condition and available for quality control comparisons by Architect, and by others.
- J. Inspection and Test Reports: Classify each as either "shop drawing" or "product data", depending upon whether report is uniquely prepared for project or a standard publication of workmanship control testing at point of production, and process accordingly.

- K. Warranties: Refer to "Products" section for specific general requirements on warranties, product/workmanship bonds, and maintenance agreements. In addition to copies desired for Contractor's use, furnish 2 executed copies.
- L. Closeout Submittals: Refer to individual work sections and to "closeout" sections for specific requirements on submittal of closeout information, materials, tools and similar items.
- M. Record Document Copies: Furnish one set.
- N. Maintenance/Operating Manuals: Furnish 2 bound copies.
- O. Materials and Tools: Refer to individual work sections for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be submitted.
- P. General Distribution: Provide additional distribution of submittals (not included in foregoing copy submittal requirements) to subcontractors, suppliers, fabricators, installers, governing authorities and others as necessary for proper performance of the work. Include such additional copies in transmittal to Architect where required to receive "Action" marking before final distribution. Record distributions on transmittal forms.

1.5 ACTION ON SUBMITTALS:

- A. Architect's Action: Where action and return is required or requested, Architect/Engineer will review each submittal, mark with "Action", and where possible return within 2 weeks of receipt. Where submittal must be held for coordination, Contractor will be so advised by A/E without delay.
- B. Final Unrestricted Release: Work may proceed, provided it complies with contract documents, when submittal is returned with the following:
- C. Marking: "Approved"
- D. Final-But-Restricted Release: Work may proceed, provided it complies with notations and corrections on submittal and with contract documents, when submittal is returned with the following:
- E. Marking: "Approved as Noted".
- F. Returned for Resubmittal: Do not proceed with work. Revise submittal in accordance with notations thereon, and resubmit without delay to obtain a different action marking. Do not allow submittals with the following marking (or unmarked submittals where a marking is required) to be used in connection with performance of the work:
- G. Marking: "Returned for Resubmittal".
- H. Other Action: Where submittal is returned for other reasons, with Architect explanation included, it will be marked as follows:
- I. Marking: "Action Not Required".

- J. Reviewing is only for conformance with the design concept of the project and compliance with the information given in the contract documents. The contractor is responsible for verification of all markings, changes, additions, or notes made on these drawings by the Architect. The contractor is responsible for dimensions to be confirmed and correlated at the site; for compliance with contract documents for information that pertains solely to fabrication processes or to techniques of construction and for co-ordination of the work of all trades. Approval of the shop drawings is not considered an extension of time nor a change in the contract sum unless stated in separate letter or change order.

PART 2 - PRODUCTS (not applicable).

PART 3 - EXECUTION (not applicable).

END OF SECTION

SECTION 01 42 00 - DEFINITIONS AND STANDARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DEFINITIONS:

- A. General Explanation: A substantial amount of specification language constitutes definitions for terms found in other contract documents, including drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in the contract documents are defined generally in this article. Definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the work to extent not stated more explicitly in another provision of contract documents.
- B. General Requirements: The provisions or requirements of Division-1 sections. General Requirements apply to entire work of Contract and, where so indicated, to other elements which are included in the project.
- C. Indicated: The term "Indicated" is a cross-reference to graphics, notes or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated", it is for purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.
- D. Directed, Requested, Etc.: Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted" mean "directed by Architect/Engineer", "requested by Architect/Engineer", etc. However, no such implied meaning will be interpreted to extend Architect's responsibility into Contractor's area of construction supervision.
- E. Approve: Where used in conjunction with Architect's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of term "approved" will be held to limitations of Architect's responsibilities and duties as specified in General and Supplementary Conditions. In no case will "approval" by Architect be interpreted as a release of Contractor from responsibilities to fulfill requirements of contract documents.
- F. Project Site: The space available to Contractor for performance of the work, either exclusively or in conjunction with others performing other work as part of the project. The extent of project site is shown on drawings, and may or may not be identical with description of land upon which project is to be built.
- G. Furnish: Except as otherwise defined in greater detail, term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

- H. Install: Except as otherwise defined in greater detail, term "install" is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing protecting, cleaning and similar operations, as applicable in each instance.
- I. Provide: Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.
- J. Installer: The entity (person or firm) engaged by Contractor or its subcontractor or subcontractor for performance of a particular unit of work at project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (Installers) be expert in operations they are engaged to perform.
- K. Testing Laboratory: An independent entity engaged to perform specific inspections or tests of the work, either at project site or elsewhere; and to report and (if required) interpret results of those inspections or tests.

1.3 SPECIFICATION EXPLANATIONS:

- A. Overlapping and Conflicting Requirements: Where compliance with 2 or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, most stringent requirement (which is generally recognized to be also most costly) is intended and will be enforced, unless specifically detailed language written into contract documents (not by way of reference to an industry standard) clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to Architect for a decision before proceeding.
- B. Contractor's Options: Except for overlapping or conflicting requirements, where more than one set of requirements are specified for a particular unit of work, option is intended to be Contractor's regardless of whether specifically indicated as such.
- C. Minimum Quality/Quantity: In every instance, quality level or quantity shown or specified is intended as minimum for the work to be performed or provided. Except as otherwise specifically indicated, actual work may either comply exactly with that minimum (within specified tolerances), or may exceed that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimums or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to Architect for decision before proceeding.
- D. Specialists; Assignments: In certain instances, specification text requires (or at least implies) that specific work be assigned to specialists or expert entities, who must be engaged for performance of those units of work. These must be recognized as special requirements over which Contractor has no choice or option. These assignments must not be confused with (and are not intended to interfere with) normal application of regulations, union jurisdictions and similar conventions. One purpose of such assignments is to establish which party or entity involved in a specific unit of work is recognized as "expert" for indicated construction processes or operations. Nevertheless, final responsibility for fulfillment of entire set of requirements remains with Contractor.

- E. Trades: Except as otherwise indicated, the use of titles such as "carpentry" in specification text, implies neither that the work must be performed by an accredited or unionized tradespeople of corresponding generic name (such as "carpenter"), nor that specified requirements apply exclusively to work by tradespeople of that corresponding generic name.
- F. Abbreviations: The language of specifications and other contract documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted. Actual word abbreviations of a self-explanatory nature have been included in texts. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specification requirements with notations on drawings and in schedules. Trade association names and titles of general standards are frequently abbreviated. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the contract documents so indicates.

1.4 DRAWING SYMBOLS:

- A. General: Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., eighth edition.
- B. M/E Drawings: Graphic symbols used on mechanical/electrical drawings are generally aligned with symbols recommended by ASHRAE, supplemented by more specific symbols were appropriate as recommended by other recognized technical associations including ASME, ASPE, IEEE, and similar organizations. Refer instances of uncertainty to Architect/Engineer for clarification before proceeding.

1.5 INDUSTRY STANDARDS:

- A. General Applicability of Standards: Applicable standards of construction industry have same force and effect (and are made a part of contract documents by reference) as if copied directly into contract documents, or as if published copies were bound herewith.
- B. Referenced standards (referenced directly in contract documents or by governing regulations) have precedence over non-referenced standards which are recognized in industry for applicability to work.
- C. Non-referenced standards recognized in the construction industry are hereby defined, except as otherwise limited in contract documents, to have direct applicability to the work,
- D. and will be so enforced for performance of the work.
- E. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of contract documents.
- F. Copies of Standards: Provide where needed for proper performance of the work; obtain directly from publication sources.

- G. Abbreviations and Names: Where acronyms or abbreviations are used in specifications or other contract documents, they are defined to mean the industry recognized name of trade association, standards generating organization, governing authority or other entity applicable to context of text provision. Refer to "Encyclopedia of Associations," published by Gale Research Co., available in large libraries.

1.6 GOVERNING REGULATIONS/AUTHORITIES:

- A. General: The procedure followed by Architect has been to contact governing authorities where necessary to obtain information needed for the purpose of preparing contract documents; recognizing that such information may or may not be of significance in relation to Contractor's responsibilities for performing the work. Contact governing authorities directly for necessary information and decision having a bearing on the performance of the work including but not limited to facilities to protect the public during construction.

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION (not applicable)

END OF SECTION

SECTION 01 45 29 - QUALITY CONTROL SERVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS:

- A. General: Required inspection and testing services are intended to assist in the determination of probable compliance of the work with requirements specified or indicated. These required services do not relieve the Contractor of responsibility for compliance with these requirements or for compliance with requirements of the contract documents.
- B. Definitions: The requirements of this section relate primarily to customized fabrication and installation procedures, not to the production of standard products. Quality control services include inspections and tests and related actions including reports, performed by independent agencies and governing authorities, as well as directly by the Contractor. These services do not include Contract enforcement activities performed directly by the Architect.
- C. Specific quality control requirements for individual units of work are specified in the sections of these specifications that specify the individual element of the work. These requirements, including inspections and tests, cover both production of standard products, and fabrication of customized work. These requirements also cover quality control of the installation procedures.
- D. Inspections, tests and related actions specified in this section and elsewhere in the contract documents are not intended to limit the Contractor's own quality control procedures which facilitate overall compliance with requirements of the contract documents.
- E. Requirements for the Contractor to provide quality; control services as required by the Architect, the Owner, governing authorities or other authorized entities are not limited by the provisions of this section.

1.3 RESPONSIBILITIES:

- A. Contractor Responsibilities: Except where they are specifically indicated as being the Owner's responsibility, or where they are to be provided by another identified entity, inspections, tests and similar quality control services are the Contractor's responsibility these services also include those specified to be performed by an independent agency and not directly by the Contractor. Costs for these services shall be included in the Contract Sum. The Contractor shall employ and pay an independent agency, testing laboratory or other qualified firm to perform quality control services specified.

- B. The Owner will engage and pay for the services of an independent agency to perform inspections and tests that are specified as the Owner's responsibility.
- C. Retest Responsibility: Where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance of related work with the requirements of the contract documents, then retests are the responsibility of the Contractor regardless of whether the original test was the Contractor's responsibility. Retesting of work revise or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original work.
- D. Responsibility for Associated Services: The Contractor is required to cooperate with the independent agencies performing required inspections, tests and similar services. Provide such auxiliary services as are reasonably requested. Notify the testing agency sufficiently in advance of operations to permit assignment of personnel. These auxiliary services include but are not necessarily limited to the following:
 - 1. Providing access to the work.
 - 2. Taking samples or assistance with taking samples.
 - 3. Delivery of samples to test laboratories.
 - 4. Security and protection of samples and test equipment at the project site.
- E. Coordination: The Contractor and each independent agency engaged to perform inspections, tests and similar services for the project shall coordinate the sequence of their activities so as to accommodate required services with a minimum of delay in the progress of the work. In addition the Contractor and each independent testing agency shall coordinate their work so as to avoid the necessity of removing and replacing work to accommodate inspections and tests. The Contractor is responsible for scheduling times for inspections, tests, taking of samples and similar activities. Qualification for Service Agencies: Except as otherwise indicate, engage inspection and test service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which are recognized in the industry as specialized in the types of inspections and tests to be performed.

1.4 SUBMITTALS:

- A. General: Refer to Division-1 section on "Submittals" for the general requirements on submittals. Submit a certified written report of each inspection, test or similar service, directly to the Architect/Engineer, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible for the service, submit a certified written report of each inspection, test or similar service through the Contractor, in duplicate. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
- B. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to the following:
 - 1. Name of testing agency or test laboratory.
 - 2. Dates and locations of samples and tests or inspections.
 - 3. Names of individuals making the inspection or test.
 - 4. Designation of the work and test method.
 - 5. Complete inspection or test data.
 - 6. Test results.

7. Interpretations of test results.
8. Notation of significant ambient conditions at the time of sample-taking and testing.
9. Comments or professional opinion as to whether inspected or tested work complies with requirements of the contract documents.
10. Recommendations on retesting, if applicable.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION:

- A. General: Upon completion of inspection, testing, sample-taking and similar services performed on the work, repair damaged work and restore substrates and finishes to eliminate deficiencies, including deficiencies in the visual qualities of exposed finishes. Protect work exposed by or for quality control service activities, and protect repaired work. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS:

- A. Definitions: Specific administrative and procedural minimum actions are specified in this section, as extensions of provisions in General Conditions and other contract documents. These requirements have been included for special purposes as indicated. Nothing in this section is intended to limit types and amounts of temporary work required, and no omission from this section will be recognized as an indication by Architect that such temporary activity is not required for successful completion of the work and compliance with requirements of contract documents. Provisions of this section are applicable to, but not by way of limitation, utility services, construction facilities, security/protection provisions, and support facilities.

1.3 QUALITY ASSURANCE:

- A. General: In addition to compliance with governing regulations and rules/recommendations of franchised utility companies, comply with specific requirements indicated and with applicable local industry standards for construction work (published recommendations by local consensus "building councils").
- B. ANSI Standards: Comply with applicable provisions of ANSI A10- Series standards on construction safety, including A10.3, A10.4, A10.5, A10.6, A10.7, A10.8, A10.9, A10.10, A10.11, A10.12, A10.13, A10.14, A10.15, A10.17, A10.18, A10.20, and A10.22. NFPA Code: Comply with NFPA Code 241 "Building Construction and Demolition Operations."

1.4 JOB CONDITIONS:

- A. General: Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the work. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.
- B. Conditions of Use: Install, operate, maintain and protect temporary facilities in a manner and at locations which will be safe, non-hazardous, sanitary and protective of persons and property, and free of deleterious effects.

PART 2 - PRODUCTS AND EXECUTION

2.1 TEMPORARY UTILITY SERVICES:

- A. The types of services required include, but not by way of limitation, water, sewerage, surface drainage, electrical power and telephones. Where possible and reasonable, connect to existing franchised utilities for required services; and comply with service companies' recommendations on materials and methods, or engage service companies to install services. Locate and relocate services (as necessary) to minimize interference with construction operations.
1. Electrical Service: After award of the contract, the electrical contractor shall install an electrical service and meter to be extended to the construction site and terminated on a pole convenient to the building.
 - a. The general contractor unless otherwise indicated shall pay for all electrical utility cost including fuel used by either temporary or permanent heating systems or both until substantial completion.
 2. Potable Water: After award of the contract, the mechanical contractor shall install either the permanent water line or a one and one-half (1-1/2) inch temporary line with meter and tap. Provide hose bibs at suitable locations but not less than every two hundred feet (200') around the building.
 - a. The general contractor unless otherwise indicated shall pay for water.

2.2 TEMPORARY CONSTRUCTION FACILITIES:

A. GENERAL

1. The types of temporary construction facilities required include, but not by way of limitation, water distribution, drainage, dewatering equipment, enclosure of work, heat, ventilation, electrical power distribution, lighting, hoisting facilities, stairs, ladders, and roads. Provide facilities reasonably required to perform construction operations properly and adequately.

B. RESPONSIBILITY

1. The general contractor will be fully responsible for providing construction heat until the building is accepted for occupancy by the Owner.

C. TEMPORARY POWER AND LIGHTING SYSTEM

1. Additional Power or Lighting: Contractor requiring any additional temporary lighting and power shall arrange to have the electrical contractor make a proper connection to the temporary system and provide facilities to suit their requirements to the extent possible and be responsible for the cost and maintenance thereof.
2. Portable Tools: Each contractor shall be responsible for maintaining portable tools and appliances operated from the temporary light and power system with suitable cords and plugs in good condition and with non-current-carrying parts grounded through a grounding conductor.
3. Maintenance and Repair: The temporary light and power system shall be used under the direction of the electrical contractor to the extent that in the event of heavy loading, he

shall designate where loads may be connected so as to prevent overloading of circuits. Each contractor shall coordinate his use of temporary power so that the demand does not exceed the service available.

4. The repair of any damage to the system, including replacement of blown fuses, resulting from misuse or from connecting faulty equipment into the system, shall be paid for by each contractor responsible for the damage. Although the temporary light and power system is furnished for the use of each contractor, the components and materials furnished by the electrical contractor shall remain his property and any costs attributed to loss or damage to same shall be reimbursed by each contractor whose employees are found to be responsible for said loss and damage.
5. Each contractor requiring power for loads larger than those defined available and for electric welders shall make his own arrangements for these facilities and pay the energy costs for same. Remove such facilities immediately after work is completed.

D. PROTECTION OF EXISTING WORK

1. Where work is conducted above, or adjacent to, roofs, protect the roof with a minimum of 3/4" plywood. Storage of materials will not be permitted on any roof.

E. CONSTRUCTION AIDS

1. Scaffolding and staging shall be provided by contractor for both interior and exterior work as required. Furnish, install and maintain scaffolding in accordance with requirements of all laws and regulations in effect.

F. LIFTING DEVICES AND HOISTING FACILITIES

1. Contractor shall provide lifting devices necessary for the proper and efficient movement of materials; provide operating personnel for equipment as required. Equipment shall be provided with safety devices as required by local and state codes.

G. ACCESS PROVISIONS

1. Provide ramps, stairs, ladders and similar temporary access elements as reasonably required to perform the work and facilitate its inspection during installation. Comply with reasonable requests of governing authorities performing inspections.

2.3 SECURITY/PROTECTION PROVISIONS:

- A. The types of temporary security and protection provisions required include, but not by way of limitation, fire protection, barricades, warning signs/lights, site enclosure fence, building enclosure/lockup, personnel security, theft prevention program and similar provisions intended to minimize property losses, personal injuries and claims for damages at project site. Provide security/protection services and systems in coordination with activities and in a manner to achieve 24-hour, 7-day-per-week effectiveness.

B. SECURITY

1. The Owner will not be responsible for the safety of contractor's work, material and/or equipment.

C. FIRE EXTINGUISHERS

1. Provide types, sizes, numbers and locations as would be reasonably effective in extinguishing fires during early stages, by personnel at project site. Provide Type A extinguishers at locations of low-potential for either electrical or grease-oil-flammable liquids fires; provide Type ABC dry chemical extinguishers at other locations; comply with recommendations of NFPA No. 10. Post warning and quick-instructions at each extinguisher location, and instruct all personnel at project site, at time of their first arrival, on proper use of extinguishers and other available facilities at project site. Post local fire department call number on each telephone instrument at project site.

D. SITE ENCLOSURE FENCE

1. At the earliest reasonable date enclose project site, or portion thereof determined by Contractor to be sufficient to contain entire demolition activity.
2. Site Enclosure Fence: At minimum the Contractor shall provide a barrier of 4' high orange poly mesh with posts & tension wires as required to maintain the 4' barrier height. Contractor shall take additional precautions as required to secure materials, equipment, etc.

2.4 TEMPORARY SUPPORT FACILITIES:

- A. The types of temporary support facilities required include, but not by way of limitation, field offices, storage sheds, fabrication sheds, sanitary facilities, drinking water, first aid facilities, telephones, thermometer, project identification signs, clean-up facilities, waste disposal service, rodent/pest control and similar miscellaneous general services, all as may be reasonably required for proficient performance of the work and accommodation of personnel at the site including Owner's and Architect's personnel. Discontinue and remove temporary support facilities, and make incidental similar use of permanent work of the project, only when and in manner authorized by Architect; and, if not otherwise indicated, immediately before time of substantial completion. Locate temporary support facilities for convenience of users, and for minimum interference with construction activities.
- B. Material Storage: The contractor and each subcontractor shall make suitable provisions for his own office and for the storage of his materials and provide such temporary weatherproof sheds as may be necessary for the protection of his materials. The foregoing structures and equipment shall remain the property of such contractor and upon completion of the work the structures shall be removed from the site.
- C. Sanitary Facilities: At general contractor's option, provide either piped (wet) toilet facilities or self-contained toilet units of type acceptable to governing authorities, adequate (at all stages of construction) for use of personnel at project site. Provide separate facilities for male and female personnel when both sexes are working (in any capacity) at project site.
- D. Drinking Water: General contractor shall provide dispenser-type, cold drinking water units; adequate in number and locations for personnel at project site. Furnish paper cups and waste receptacles.

- E. Project Identification Sign: Provide project identification sign complying with sketch/data sheet included at end of this section. Engage an experienced sign painter to paint graphics on sign as indicated. Construct sign of treated wood framing and posts, and 3/4" plywood panels of exterior type Grade B-C sanded 2 sides.
- F. Other Signs: All other signs to be placed on the site by any contractor or subcontractor must be approved by the Architect as to size, quality, type and location.
- G. Repair of Damaged Items: The contractor who installed the temporary facilities is responsible for maintaining said facilities; however, misuse, damage or destruction of another contractor's or subcontractor's facilities shall be paid for by the contractor whose employees were responsible for said loss or damage. If responsible party is unknown, the cost to correct or replace shall be prorated to all contractors and subcontractors on the job at the time of such damage.

END OF SECTION

SECTION 01 77 00 - PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS:

- A. Definitions: Closeout is hereby defined to include general requirements near end of Contract Time in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Divisions 2 through 16. Time of closeout is directly related to "Substantial Completion"; and therefore, may be either a single time period for entire work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.
- B. Final payment will not be approved until all close-out documentation have been received.

1.3 SUBSTANTIAL COMPLETION:

- A. The contractor shall have completed the following:
 - 1. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner.
 - 2. Make final change-over of locks and transmit keys to Owner, and advise Owner's personnel of change-over in security provisions.
 - 3. Complete start-up testing of systems, and instructions of Owner's operating/maintenance personnel. Discontinue (or change over) and remove from project site temporary facilities and services along with construction tools and facilities, mock-ups, and similar elements.
- B. Inspection Procedures: Upon receipt of contractor's request, Architect will either proceed with inspection or advise contractor of prerequisites not fulfilled. Following initial inspection, Architect will either prepare certificate of substantial completion, or advise contractor of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "punch-list" for final acceptance.

1.4 FINAL ACCEPTANCE:

- A. General: Prior to requesting Architect's final inspection for certification of final acceptance and final payment as required by General Conditions, complete the following and list known exceptions (if any) in request:

- B. Submit final payment request with final releases and supporting documentation not previously submitted and accepted, include certificates of insurance for products and completed operations where required.

1.5 FORM OF CLOSE-OUT DOCUMENTS:

- A. Contractor shall submit all required documents in one initial complete package. Partial submittals will be returned to the Contractor.
- B. Prior to Final Payment the Contractor shall provide the closeout documents in DUPLICATE in the following format: (Unless otherwise noted)
- C. All closeout documents must be provided in two binders. (Operation and Maintenance Manuals may be in a separate binder if necessary)
 - 1. Each item shall be tabbed.
 - 2. Each item shall be numbered with the item number listed below.
 - 3. Package shall include all as-built drawings and specifications, operation manuals, maintenance manuals and all items listed below.

1.6 REQUIRED CLOSE-OUT DOUCMENTS:

- A. Submit copies of original Contract, Bonds, Certificate of Insurance and all Change Orders. (Two required - photo copies acceptable)
- B. Final Request for Payment, A.I.A. Document G702. (Three originals required)
- C. Consent of Surety for Final Payment, A.I.A. Document G707, completed in full by bonding company with Power of Attorney. (Two originals required- notarized)
- D. Release of Liens and Certification All Bills Are Paid, A.I.A. Document G706. (Two originals required - notarized)
- E. Contractor's Affidavit of Release of Liens, A.I.A. Document G706A. (Two originals required - notarized)
- F. Notarized letter with the following wording: (Two originals required - notarized)
 - 1. "We hereby certify that all bills for labor and materials incorporated into the above captioned project under our contract, have been paid and that the Owner is released from any and all claims and/or damages under this contract."
- G. Notarized Statement Stating:
 - 1. Project has been constructed in accordance with contract documents. (Two originals required - notarized)
- H. Guarantee of Work:

1. Sworn statement that all work is guaranteed against defects in materials and workmanship for one year from date of owner's acceptance, except where specified for longer periods. (Two originals required - notarized)
2. All guarantees and warranties shall be obtained in the Owner's name.
3. Word the Guarantee as follows: (All four paragraphs)

"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, 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 every 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 promptly 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 guarantees 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 guaranty."

I. As Built Record Drawings:

1. Maintain one complete set of contract document drawings for recording substantial deviations from the work originally shown. The mechanical and electrical contractors shall maintain a separate set of documents at all times, throughout the project. If items are discovered which are uncharted or unknown, record such item and location for future referenced by the owner. Locate deviation by dimension and or scale for site and building work from known, visible and obvious point of reference. Note all items changed by addendum and change orders.
2. The Contractor shall keep in reserve one complete set of plans for use as the "As Built Drawings". All deviations from the original plans, shall be flagged with a "cloud" and noted and dimensioned if necessary. Each drawing shall be noted as "As Built Drawing"
3. In addition, the Contractor shall scan the "As Built Drawings" to disc in PDF format and provide one disc to the Architect for transmittal to the owner.

J. As Built Record Specifications

1. Maintain one copy of specifications, including addenda, change orders and similar modifications issued in printed form during construction, and mark-up variations (of substance) in actual work in comparison with text of specifications and modification as issued. Give particular attention to substitutions, selection of options, and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data, where applicable. Upon completion of mark-up, submit to Architect for Owner's records.

K. Record Product Data (Shop Drawings, Brochures, Submittals, etc.):

1. Maintain two copies of each product data submittal, and mark-up significant variations in actual work in comparison with submitted information, include both variations in product as delivered to site, and variations from manufacturer's instructions and recommendations for installation. Give particular attention to concealed products and portions of the work which cannot otherwise be readily discerned at a later date by direct observation. Note related change orders and mark-up of record drawings and specifications. Upon completion of mark-up, submit complete set to Architect for Owner's records.

L. Permits, Licenses and Certificates

1. For the Owner's records, submit copies of building and other permits, licenses, certifications, city/county inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work. (Two required - photo copies acceptable)

PART 2 - EXECUTION

2.1 CLOSEOUT PROCEDURES:

- A. General Operating/Maintenance Instructions: Arrange for each installer of work requiring continuing maintenance or operation to meet with Owner's personnel at project site to provide basic instruction needed for proper operation and maintenance of entire work, include instructions by manufacturer's representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, energy effectiveness, and similar operations. Review maintenance and operations in relation with applicable warranties, guarantee from manufacturers and serviced guarantee, agreements to maintain, bonds, and similar continuing commitments.

2.2 FINAL CLEANING:

- A. General: Special cleaning for specific units of work is specified in sections of Divisions 2 through 16. General cleaning during progress of work is specified in General Conditions and as temporary services in "Temporary Facilities" section of this Division. Provide final cleaning of the work at time indicated consisting of cleaning each surface or unit of work to normal "clean" condition expected for a first-class building cleaning and maintenance program. Comply with manufacturer's instructions for cleaning operations. The following are examples, but not by way of limitation, of cleaning levels required:
1. Remove debris and surface dust from limited-access spaces including roofs, plenums, shafts, trenches, manholes, attics and similar spaces.
 2. Clean project site (yard and grounds), including landscape development areas of litter and foreign substances. Sweep paved areas to a broom-clean condition; remove stains, petro-chemical spills and other foreign deposits. Rake ground which are neither planted nor paved to a smooth, even-textured surface.
 3. Removal of Protection: Except as otherwise indicated or requested by Architect, remove temporary protection devices and facilities which were installed during course of the work to protect previously completed work during remainder of construction period.
 4. Compliances: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at site, or bury debris or excess materials on Owner's property, or discharge volatile or other harmful or dangerous materials into drainage systems; remove waste materials from site and dispose of in a lawful manner.
 5. Where extra materials of value remaining after completion of associated work have become Owner's property, dispose of these to Owner's best advantage as directed.

END OF SECTION

SECTION 02 43 16 - BUILDING DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawing and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK:

- A. Extent of building demolition work is shown on drawings.
- B. Schedule of Demolition Work: Demolition requires removal and disposal off site of the following:
 - 1. Building structure as indicated on drawings.
 - 2. Precise Saw cutting of Existing foundation Grade Beams
- C. Building foundations, wood piling and supporting walls to a uniform depth of 12" below lowest foundation elevation necessary to allow construction of new slabs, grade beams, footings and pilings.

1.3 SUBMITTALS:

- A. Schedule: Submit proposed methods and operations of building demolition to Architect for review prior to start of work. Include in schedule coordination for shut-off, capping and continuation of utility services as required.
- B. Provide a detailed sequence of demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.

1.4 JOB CONDITIONS:

- A. Occupancy: Structures to be demolished will be vacated and discontinued in use prior to start of work.
- B. Condition of Structures: Owner assumes no responsibility for actual condition of structures to be demolished.
- C. Conditions existing at time of inspection for bidding purposes will be maintained by Owner in so far as practicable. However, variations within structure may occur by Owner's removal and salvage operations prior to start of demolition work.

- D. Partial Removal: Items of salable value to Contractor may be removed from structure as work progresses. Salvaged items must be transported from site as they are removed.
- E. Storage or sale of removed items on site will not be permitted.
- F. Explosives: Use of explosives will not be permitted.
- G. Traffic: Conduct demolition operations and removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
- H. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- I. Protections: Ensure safe passage of persons around area of demolition. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons.
- J. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement or collapse of structures to be demolished and adjacent facilities to remain.
- K. Damages: Promptly repair damages caused to adjacent facilities by demolition operations at no cost to Owner.
- L. Utility Services: Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.
- M. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Architect and Owner.
- N. Disconnecting and sealing indicated utilities before starting demolition operations is part of this work.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 DEMOLITION:

- A. Temporary Closures and Waterproofing: The demolished areas connect directly to the building to remain. This contractor shall provide temporary closures to prevent dust, water, and air from entering the building to remain.
- B. Pollution Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.

- C. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.
 - D. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations, as directed by Architect or governing authorities. Return adjacent areas to condition existing prior to start of work.
 - E. Building Demolition: Demolish buildings completely and remove from site. Use such methods as required to complete work within limitations of governing regulations.
 - F. Proceed with demolition in a systematic manner, from top of structure to ground. Complete demolition work above each floor or tier before disturbing supporting members on lower levels.
 - G. Demolish concrete and masonry in small sections.
 - H. Remove structural framing members and lower to ground by hoists, derricks, or other suitable methods.
 - I. Break up and remove concrete slabs-on-grade, unless otherwise shown to remain.
 - J. Locate demolition equipment throughout structure and remove materials so as to not impose excessive loads to supporting walls, floors or framing.
 - K. Below-Grade Construction:
 - 1. Demolish and remove below-grade construction and concrete slabs on grade.
 - 2. Prior to placement of fill materials, ensure that areas to be filled are free of standing water, frost, frozen material, trash and debris.
 - 3. Place fill materials in horizontal layers not exceeding 6" in loose depth. Compact each layer at optimum moisture content of fill material to a density equal to original adjacent ground, unless subsequent excavation for new work is required.
 - 4. After fill placement and compaction, grade surface to meet adjacent contours and to provide flow to surface drainage structures.
- 3.2 DISPOSAL OF DEMOLISHED MATERIALS:General: Remove from site debris, rubbish, and other materials resulting from demolition operations.
- A. Burning of removed materials from demolished structures will not be permitted on site.
 - B. Removal: Transport materials removed from demolished structures and dispose of at designated spoil areas on Owner's property.
 - C. Transport materials removed from demolished structures and dispose of off site.

END OF SECTION

SECTION 31 20 00 - EARTH MOVING

PART 1 - GENERAL

- 1.1 SCOPE: This item shall consist of furnishing all labor, equipment, tools, and incidentals, and performing all earthwork including excavation, clearing, grubbing, stripping, scarifying, borrow, haul, placing, compacting, shaping, disposal of unsatisfactory materials, and other work incidental to a complete job in accordance with these specifications, and in conformity with the lines, grades, slopes, and typical cross sections depicted by the Construction Plans.
- 1.2 This item shall also consist of satisfactorily disposing of all unsuitable materials within the construction limits of the project site. The work includes grading and subgrade construction on new roadways, drainage ditches and site work.
- 1.3 RELATED WORK ELSEWHERE:
 - A. Section S-203 - Excavation and Embankment, Mississippi Standard Specifications for State Aid Road and Bridge Construction, 1989 Edition.
 - B. Section 311100 - Clearing and Grubbing.
- 1.4 QUALITY ASSURANCE: Test on soil for controlled fill shall be performed by an independent testing laboratory employed by the CONTRACTOR.
- 1.5 SUBMITTALS: Testing laboratory reports that material for controlled fill meets requirements of this section.
- 1.6 EXAMINATION OF SITE
 - A. The CONTRACTOR shall fully familiarize himself of the surrounding area and the conditions of access under which the project is to be completed.
 - B. The CONTRACTOR shall visit the site and inform himself fully as to the amount of excavation, filling and grading required under the Contract.
- 1.7 CLASSIFICATION OF EXCAVATION
 - A. All authorized excavation shall be classified as Unclassified Excavation, regardless of the nature or manner of removal, encountered in the work except for those classes of excavation for which separate pay items or designations are provided.
 - B. Borrow Excavation will consist of approved material required for the construction of embankments or other portions of the work and shall be obtained from approved sources outside the project right of way. Unless otherwise provided in the contract, the CONTRACTOR shall furnish the required borrow, make arrangements for obtaining borrow, and pay all costs involved.
 - C. Structure Excavation will consist of the removal of material necessary for the construction of foundation for box culverts, and box bridges when authorized by the section covering their

construction. It shall also include all necessary dewatering operations such as pumping, bailing, drainage, cribbing or sheeting, other foundation work, and the backfilling and proper disposal of all excavated material as directed.

- D. Channel Grading will consist of the removal of material necessary for widening or realigning an existing channel or stream. It shall also include all necessary dewatering operations such as pumping, bailing, drainage, cribbing or sheeting, other foundation work, and the backfilling and proper disposal of all excavated material as directed.

PART 2 - PRODUCTS

2.1 EQUIPMENT

The CONTRACTOR may use any type of earth moving, compaction and watering equipment that he may desire or has at his disposal, provided the equipment is in satisfactory condition and is of such capacity that the construction schedule can be maintained as planned by the CONTRACTOR and approved the ENGINEER in accordance with the contract time contained in the agreement. The CONTRACTOR shall furnish, operate and maintain such equipment as is necessary to control uniform density, layers of fill and cross sections.

2.2 MATERIALS

- A. Material for fills shall consist of material obtained from the excavation of on site banks; borrow pits or other approved sources. The material used shall be free from vegetable matter and other deleterious substances and shall not contain large rocks or lumps. All suitable on-site materials shall be installed in the fills or embankments behind the curb and all unsuitable material shall be disposed of as directed by the ENGINEER.
- B. Off-site material shall be classified as follows:
 - 1. Borrow Excavation material (CONTRACTOR furnished as noted on Bid Form).
Material used for roadway embankment fills and backfill shall be compacted to a density of at least 95% of maximum laboratory density at moisture contents within 3 percentage points of optimum moisture contents, as determined by ASTM D-698. Borrow material shall be that required by the geotechnical report.

In general, the entire area shall be kept in reasonably tidy condition throughout the period of construction.

PART 3 - EXECUTION

3.1 GENERAL

- A. All suitable materials excavated in project site construction shall be used prior of placing off-site material in the formation of fills, subgrades and shoulders as shown on the Construction Plans. All material not approved for use in fill shall be disposed of in areas approved by the ENGINEER.
- B. Prior to earthwork operations, all brush, grass, shrubs, vines, logs, uprooted stumps, or cut or fallen trees, or organic or other deleterious material within the area established on the plans for construction, shall be removed from the site or burned to the satisfaction of the

ENGINEER. All trees that will interfere with the proposed construction shall be removed to a depth of 2 feet below the proposed finished grade. OWNER will flag (orange) trees that remain.

- C. All topsoil shall be stripped from areas under the roadway or building structures and stockpiled for use in replacement on slopes prior to seeding.

D. Foundation Preparation

1. All holes made by clearing operations shall be filled with clean material suitable to the ENGINEER and compacted to a density approximately that of the adjacent undisturbed ground.
2. Before any foundations are placed on natural soils, the surface soils on which concrete will be placed shall be compacted with a vibratory compactor. The material to a depth of two (2) feet below bottom of slab shall have a 100% standard AASHTO maximum dry density at or near optimum water content.

E. Excavation

1. All excavations shall be made at the locations shown on the plans, the depths, grades, lines, and cross-sections shown, and shall be made in such manner that fills can be formed in accordance with the requirements herein.
2. Sufficient allowance for correct forming, shoring, and inspection of foundation work shall be made. Pouring of concrete against earth side walls will not be permitted.
3. During the process of excavation, the grade shall be maintained in such condition that the grade will be well drained at all times.
4. The CONTRACTOR shall provide, operate, and maintain all necessary pumps, discharge lines, well points, etc., in sufficient number and capacity to keep all excavation, bases, pits, tanks, etc., free from seepage, sanding, or running water at all times throughout the period of construction.
5. The CONTRACTOR shall assume all responsibility for security of the excavation required, employing bracing, lining, or other accepted means necessary to accomplish same.
6. Surplus material resulting from the prosecution of excavation and backfill shall be used in grading the site as directed by the ENGINEER, but in no case shall it be placed in adjacent lands.
7. Undercutting: When soft or other objectionable or wet material remains after clearing, grubbing and stripping operations, the CONTRACTOR will be required to undercut such material to such depth and extent as directed and backfill with suitable material. Fill material shall be placed in uniform layers and compacted as specified for fills. Undercut objectionable materials will be disposed of as directed elsewhere in the specifications. Undercut depth will be as determined by the ENGINEER and shall be measured from the natural ground or finished subgrade, whichever is lower.

8. Backfill in undercut areas shall be tested as specified in Section 3-03 of this specification. All costs associated with testing backfill for undercut areas shall be absorbed by the CONTRACTOR.

F. Filling and Backfilling

1. All fills for the project site shall be constructed to the, grades, lines, and cross-sections shown on the construction plans.
2. The material shall consist of sufficient amounts of clay to inhibit the permeability of the fill material and protect the native soil from excessive amounts of water which could cause the native soils to expand; however, the minimum bearing strength of the mixture shall not be less than 3,500 PSF when compacted to 100% Standard Proctor Density at or near the optimum water content.
3. Earth fills shall be formed by distributing the materials in successive uniform horizontal layers not to exceed nine (9) inches in thickness, loose depth, for the full width of the cross sections. Under building structures, each layer of fill shall be compacted to a density of at least 98% of maximum laboratory density, as determined by ASTM D-698, within building limits at moisture contents within 3 percentage points of optimum moisture. Under areas that are not beneath building structures (i.e. roadways, parking lots), each layer of fill shall be compacted to a density of at least 95% of maximum laboratory density, as determined by ASTM D-698, within building limits at moisture contents within 3 percentage points of optimum moisture.
4. The fill material shall be compacted with either a rubber-tired (eccentric-type) or sheep's-foot roller, whichever is appropriate. A vibrating compactor shall not be used for compacting the backfill under structures. See geotechnical report for compaction requirements. The compaction equipment used must be approved by the ENGINEER. Mechanical hand tamping will be allowed in areas which are inaccessible to the above method; however, 100% Standard Proctor Density shall be obtained.
5. The upper surface of the fill shall be shaped so as to provide complete drainage of surface water at all times. The forming of ruts will not be permitted.
6. Each layer of earthfill shall be compacted as required with appropriate equipment and in such A manner as to avoid laminating of individual lifts. Fill material which does not contain sufficient moisture shall be watered as needed before being rolled. The furnishing and application of water for construction of fills will not be paid for separately; such operations shall be considered as incidental in formation of fills.
7. Construction operations shall be performed in such manner that the simultaneous rolling and placing of material in the same lane or section will not occur. To avoid uneven compaction, the hauling equipment shall traverse, as much as possible, the full width of the cross section. Each layer shall be compacted as required before material for the next layer is deposited. Load and speed restrictions shall comply with Section S-105.13 of MSHD State Aid Standard Specifications, latest edition.
8. Fills constructed with on-site material will be considered as Unclassified Excavation, and shall not be measured separately for payment unless otherwise noted in the construction

plans.

- G. Subgrades: All subgrades shall be graded to lines, grades and cross sections indicated. In cut sections where the earth is consolidated, the surface of the roadways shall be scarified to a depth of 9 inches before beginning compaction operations. All fill areas within building limits shall be compacted to a density at least 98% of maximum density as determined by ASTM D-698 (95% of maximum density for fill areas outside of building limits). In the area to be under paving, the top of the subgrade shall be of such smoothness that when tested with a 16 foot straightedge applied parallel and at right angles to the centerline, the surface shall not be more than 0.04 feet from true grade. Any deviation in excess of these amounts shall be corrected by loosening, adding or removing materials, reshaping and recompacting by sprinkling and rolling.
1. Subgrades shall not be compacted until all utility lines within the roadways are in place. When utility lines are completed, the subgrades shall be regraded and compacted at no additional cost.
 2. At all times, the top of the subgrade shall be maintained in such condition that the surface will drain readily. In no case will vehicles be allowed to travel in a single track. If ruts are formed, the subgrade shall be reshaped and rolled.
 3. CONTRACTOR shall backfill all subgrade excavations immediately after ENGINEER's approval of work to be covered. CONTRACTOR shall securely tamp the backfilling with pneumatic rammer around all walls and piers. No backfilling or filling shall be done without approval of the ENGINEER, especially in the case of concrete walls sustaining earth pressure.
- H. Ditch Excavation and Grading: Ditch excavation shall be performed in proper sequence with other construction. All satisfactory materials shall be placed in fills as needed. Unsatisfactory material shall be wasted in disposal areas. Ditches shall be graded to drain and shall not contain low spots which would hold water. Ditches and slopes shall be dressed to a tolerance of plus or minus 0.1 feet from indicated grade.
- I. Fine grading, shaping, and finishing: This work shall consist of grading and finishing areas of roadway where, in general, the elevation of the existing ground surface or roadbed is practically parallel with the proposed grade line. This work shall include backfilling, grading shaping and finishing areas behind the curb and gutter to conform to the lines subgrades shown on the plans.
1. CONTRACTOR will control grading to prevent water drainage into excavated areas of project or from damaging other structures.
 2. CONTRACTOR shall insure drainage away from all buildings and other structures.
 3. The finished surfaces shall be reasonably smooth and compacted to a density previously specified.
 4. The degree of finish shall be that ordinarily obtainable from motor grader operations, except As otherwise specified.
 5. The surface of areas on which pavement is to be placed shall not vary more than 0.04 feet from the established grade.

- J. Disposal of Unsuitable and Surplus Materials: Any material encountered which, in the opinion of the ENGINEER, is unsuitable for use in the work, shall be removed and disposed of as directed. No excavation shall be wasted without permission of the ENGINEER. Surplus excavation shall be disposed of as directed, some in uniformly widening embankments or flattening slopes. Waste excavation shall be left presenting a neat appearance and well drained. Excavation material in excess of on-the-site requirements shall be hauled and deposited at a site provided by the CONTRACTOR. All excess materials shall be graded to a pleasing appearance and shall be smoothed suitable for mowing.

3.2 SEASONAL AND WEATHER LIMITS

No fill material shall be placed, spread or rolled while the ground or fill is frozen or thawing or during unfavorable weather conditions. When the work is interrupted by heavy rain, fill operations shall not be resumed until the moisture content and density of the fill are as previously specified.

3.3 TESTING

- A. CONTRACTOR shall be responsible for determining that any material utilized in fills meets project requirements and shall provide Standard Proctor density tests for on site and off site materials utilized in fills, foundations or bases. Proctors shall be run as frequently as necessary to assure consistency of material and wherever changes in material are encountered.

Laboratory tests shall be performed on the backfill material and submitted to the ENGINEER for approval. Laboratory tests shall include:

1. Grain Size Analysis
 2. Atterberg Limits
 3. Field Density Tests
- B. Field Density tests shall be performed on each lift to ensure that proper compaction has been achieved. Subsequent lifts shall not be made until approval from the ENGINEER has been received. Density tests shall be performed at the following intervals:
1. Foundation Backfill: At least in every third foot of vertical fill, or every 1000 CY, whichever is more frequent.
 2. Subgrade Fills: For areas beneath future building locations, a minimum of one test per lift for each 2500 square feet of surface area shall be required. For areas not beneath future building locations, a minimum of one test per lift for each 5000 square feet of surface area shall be required.
 3. Road and Street Bases: In every lift of each day's production, a minimum of one test for each 300 linear feet of roadway. Final density tests will be required every 300 linear feet on finished subgrade prior to placement of base or sub-base material.
- C. All phases of testing shall be performed by a certified testing laboratory, which shall submit all test results to the ENGINEER for review. These phases of testing include, but are not limited to, sampling, transporting, and testing of materials. Testing shall be performed according to Section S-105- Control of Work and Section S-106-Control of Materials of the Mississippi Standard Specifications for State Aid Road and Bridge Construction, Latest Edition. Test reports must be

submitted to the ENGINEER for review prior to approval of pay request. There will be no separate pay item for testing; all associated costs will be absorbed by the CONTRACTOR.

3.4 CONSTRUCTION STAKING

The CONTRACTOR shall set grade stakes and be responsible for control of the lines and grades of the work described herein. All costs associated with construction staking shall be absorbed by the CONTRACTOR.

PART 4 - COMPENSATION

There shall be no separate payment for the work covered in this section.

END OF SECTION

SECTION 05 12 00 - STRUCTURAL STEEL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 QUALITY ASSURANCE:

- A. Codes and Standards: Comply with provisions of following, except as otherwise indicated:
 - 1. American Institute of Steel Construction
 - 2. AISC Manual of Steel Construction
 - 3. American Society for Testing and Materials:
 - 4. ASTM A 36 for structural steel.
 - 5. ASTM A572 for structural steel where specified on plans.
 - 6. ASTM A-233 Class E70XX series electrodes for manual arc welding and
 - 7. Grade SAW-1 submerged arc processed shall be used.
 - 8. ASTM A307 for unfinished bolts.
 - 9. ASTM A325 for high strength bolts.
 - 10. ASTM C191 for non-shrink and non-metallic grout.
 - 11. ASTM A500, Grade B structural tubing.
 - 12. ASTM A53, Grade B steel pipe.
- B. Welds shall be made according to requirements of the American Welding Society. Welders shall be certified for this project as qualified structural welders according to the requirements of the American Welding Society by and independent testing laboratory approved by the Architect. Copies of the certificates for each field welder shall be furnished to the Architect.

- C. Mill certificates for all structural steel are to be available to the Architect for his review.

1.3 SUBMITTALS:

- A. The fabricator shall furnish and submit, before any fabrication, three (3) sepia and two (2) blue line copies of shop drawings showing all details necessary for erection and fabrication of his work for the approval of the Architect. One copy of each sheet will be returned marked for corrections or as approved. Copies of approved drawings shall be furnished the job as needed, one complete set being given to the Architect. Shop drawings shall only be submitted in complete sets except that erection sheets may be submitted prior to detail sheets, provided that all erection sheets are included and are complete. Shop drawings shall not be submitted "piece-meal".

1.4 PRODUCT HANDLING:

- A. Store above ground on suitable supports and keep free to foreign material and corrosion as far as possible.

1.5 JOB CONDITIONS:

- A. All dimensions requiring verification from the work as installed shall be verified from the shop drawings of such work or from the building by the contractor. Contractor to verify dimensions in field and field conditions. Indicate on shop drawings this has been done.
- B. All work under this Division of the specification shall be installed at the proper time and as rapidly as the progress of the adjacent and connecting work will permit. All brackets, anchors, bolts, inserts, straps, and all other items to be installed in masonry or concrete shall be built in as the masonry or concrete is constructed.
- C. Verify existing structural members are permanently braced and supported before installation of new structural members.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. Structural Steel shall be new sections that conform to the current Specifications of ASTM A-36 or ASTM A572 where specified on the plans.

- B. High strength bolts shall conform to ASTM Specification A325-N.
- C. Welds shall be E70XX Series electrodes for manual arc welding and grade SAW-1 for submerged arc process.
- D. All bolts not indicated otherwise on plans are 3/4" A325-N. All connections not noted otherwise on plans shall be welded all around (weld size equal to the size of the thinner material to be welded in the connection).
- E. Grout for base plates shall be precision, premixed, non-shrink and non-metallic in conformance with ASTM C827. Grout shall be easily workable as well as being made flowable with an initial setting time of not less than 45 minutes and shall meet the requirements of ASTM C191. Grout shall have a 14 day compressive strength of 6000 psi when mixed to its flowable state.
- F. Paint shall be Tnemec No. 99, Rust Oleum No. 960, or Indurall Indurust Primer No. H-1319. Where sprayed on fire-proofing is specified the paint shall be suitable for its adhesion.

PART 3 - EXECUTION

3.1 FABRICATION:

- A. All workmanship shall be equal to the best practice in modern structural shops. As a minimum required all structural steel work shall conform to the specifications of "American Institute of Steel Construction" (AISC).
- B. Shop connections shall be welded. Field connections shall be bolted unless/welded connections are indicated on plans. Welded connections shall be detailed consistent with requirements of the American Welding Society. Bolted connections shall be proportioned as shown in AISC Manual, using three-fourths inch (3/4") unless shown otherwise on plans.
- C. Shop and field welders shall have been recently certified as qualified structural welder according to requirements of the American Welding Society.
- D. Any splices not shown on the drawings shall be indicated clearly on the shop drawings and shall be made only with the approval of the Architect and/or Engineer.
- E. The general contractor is to verify the sizes and locations of all required floor and roof openings, equipment supports, etc. with the various subcontractors. Any conditions which require revision or additions to the structural framing are to be brought to the attention of the Architect and Structural Engineer prior to

any construction. Any cost for the required structural changes will be borne by the general contractor.

- F. Unless otherwise detailed on the Plans, the fabricator shall design the frames for floor openings for the appropriate live and dead loads plus the weight of any mechanical or electrical equipment, ducts, pipes, etc.
- G. If a member size has been inadvertently omitted from the Plans, the fabricator shall contact the Structural Engineer for the required size prior to submittal of his bid proposal.
- H. Erection marks shall be painted on all structural members.
- I. Provide all necessary erection slips, angles, seats, etc., to properly erect structural steel.
- J. Welding shall be in accordance with the requirements of the American Welding Society with all possible welding performed in the shop.
- K. Provide one shop coat of paint to all structural members, connectors, angels, etc. Thickness shall be at least 1 mil dry film. All steel shall have been power wire brushed so as to remove all loose mill scale, rust, weld slag, etc., prior to painting.
- L. Fabricator shall obtain written approval from the manufacturer or applicator of any specified sprayed-on fire-proofing material that the paint to be used for the shop coat is suitable for the adhesion of the sprayed-on material and a copy of same shall be submitted to the Architect.
- M. The contractor shall make measurements in the field to verify or supplement dimensions shown on the drawings, and he shall be responsible for proper measurements and fit of all items.
- N. Over masonry openings for windows, doors, ducts, grilles, louvers, recesses in masonry walls, and where indicated or required, provide structural steel angles, channels, and shapes to properly support adjacent work. Where loose lintel angles occur in pairs, they shall have bolts and separators.

3.2 ERECTION:

- A. Provide falsework, temporary bracing, and all tools, machinery and appliances, necessary for the expeditious handling of the work. Falsework and temporary bracing shall be properly designed and substantially constructed and maintained for the loads which will come upon it and shall remain in place until all permanent bracing is in place.

- B. Bolts shall be installed using a hardened washer under the turned element and shall be tightened as per the requirements of the AISC.
- C. The structural system and the individual structural members are designed to be self-supporting only after all structural members are connected in place.
- D. Steel furnished shall be true and free of twists, bends, and open joints between components parts. Material shall be thoroughly straightened in the shop before being laid out or worked in any way.
- E. Each piece or member shall be properly identified by a mark and direction of setting. Contractor shall check each piece for conformity to plans and dimensions to maintain proper location, alignment and level.
- F. All members shall be set plumb and true to exact level, or slope if required, and checked by instrument. Grout base plates solidly with approved non-shrinking grout. Set bearing plates in motor consisting of Portland Cement and sand.
- G. Temporary braces shall be provided wherever necessary to take care of all loads to which structure may be subjected, including erection materials. No permanent connections or welding shall be done until the structure has been properly aligned.
- H. After erection, nuts, bolt heads, and burs or abraded spot shall be spot painted with above mentioned paint.

END OF SECTION

SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM**Error! Bookmark not defined.**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 SUMMARY:

- A. This Section includes sheet metal flashing and trim in the following categories:
 - 1. Roof Drainage Systems
 - a. Exposed trim, Roof Edge Trim, and fascia.
 - b. Copings.
 - c. Metal flashing.
 - d. Reglets.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
- C. Division 4 Sections for through-wall flashing and other integral masonry flashings specified as part of masonry work.
- D. Division 7 Section "Roof Accessories" for set-on-type curbs, equipment supports, roof hatches, vents, and other manufactured roof accessory units.
- E. Division 7 Section "Joint Sealants" for elastomeric sealants.
- F. Division 7 Roofing Sections for flashing and roofing accessories installed integral with roofing membrane as part of roofing-system work.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing.
- B. Fabricate and install flashings at roof edges to comply with recommendations of FM Loss Prevention Data Sheet 1-49 for the following wind zone:
 - 1. Wind Zone 2: Wind pressures of 31 to 45 psf.

1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data including manufacturer's material and finish data, installation instructions, and general recommendations for each specified flashing material and fabricated product.

- C. Shop Drawings of each item specified showing layout, profiles, methods of joining, and anchorage details.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed sheet metal flashing and trim work similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.

1.6 PROJECT CONDITIONS

- A. Coordinate Work of this Section with interfacing and adjoining Work for proper sequencing of each installation. Ensure best possible weather resistance, durability of Work, and protection of materials and finishes.

PART 2 - PRODUCTS

2.1 METALS

- A. Note: All metals provided shall be supplied by roofing manufacturer and/or approved by roofing manufacturer for incorporation into the roofing system which allows metal flashing to be included in the roofing membrane guarantee and carry the same guarantee as the roof. Adjustment of material and material thickness listed as follows may require adjustment to obtain requirements for inclusion in the roofing system guarantee. These adjustments shall be made at no additional cost to the owner.
- B. Coil-Coated Galvanized Steel Sheet: Zinc-coated, commercial-quality steel sheet conforming to ASTM A 755, G 90 (ASTM A 755M, Z 275) coating designation, coil coated with high-performance fluoropolymer coating as specified in "Coil-Coated Galvanized Steel Sheet Finish" Article; not less than 0.0336 inch (0.85 mm) thick, unless otherwise indicated.

2.2 REGLETS

- A. General: Units of type, material, and profile indicated, formed to provide secure interlocking of separate reglet and counterflashing pieces and compatible with flashing indicated.
- B. Surface-Mounted Type: Provide with slotted holes for fastening to substrate, with neoprene or other suitable weatherproofing washers, and with channel for sealant at top edge.
- C. Stucco Type: Provide with upturned fastening flange and extension leg of length to match thickness of applied finish materials.
- D. Concrete Type: Provide temporary closure tape to keep reglet free of concrete materials, special fasteners for attaching reglet to concrete forms, and guides to ensure alignment of reglet section ends.
- E. Masonry Type: Provide with offset top flange for embedment in masonry mortar joint.
- F. Flexible Flashing Retainer: Provide resilient plastic or rubber accessory to secure flexible flashing in reglet where clearance does not permit use of standard metal counterflashing or where Drawings show reglet without metal counterflashing.
- G. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of the counterflashing lower edge.

1. Material: Stainless steel, 0.0187 inch thick.
 2. Material: Copper, 16 oz./sq. ft.
 3. Material: Aluminum, 0.024 inch thick.
- H. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Fry Reglet Corporation.
 2. Hickman: W. P. Hickman Co.
 3. Keystone Flashing Company.
 4. Imetco

2.3 MISCELLANEOUS MATERIALS AND ACCESSORIES

- A. Burning Rod for Lead: Same composition as lead sheet.
- B. Solder: ASTM B 32, Grade Sn50, used with rosin flux.
- C. Fasteners: Same metal as sheet metal flashing or other noncorrosive metal as recommended by sheet metal manufacturer. Match finish of exposed heads with material being fastened.
- D. Asphalt Mastic: SSPC-Paint 12, solvent-type asphalt mastic, nominally free of sulfur and containing no asbestos fibers, compounded for 15-mil dry film thickness per coat.
- E. Mastic Sealant: Polyisobutylene; non-hardening, non-skinning, nondrying, non-migrating sealant.
- F. Elastomeric Sealant: Generic type with requirements for joint sealants as specified in Division 7 Section "Joint Sealants."
- G. Epoxy Seam Sealer: 2-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior and interior nonmoving joints, including riveted joints.
- H. Adhesives: Type recommended by flashing sheet metal manufacturer for waterproof and weather-resistant seaming and adhesive application of flashing sheet metal.
- I. Paper Slip Sheet: 5-lb./square (0.244 kg/sq. m) red rosin, sized building paper conforming to FS UU-B-790, Type I, Style 1b.
- J. Polyethylene Underlayment: ASTM D 4397, minimum 6-mil- (0.15- mm-) thick black polyethylene film, resistant to decay when tested according to ASTM E 154.
- K. Metal Accessories: Provide sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of Work, matching or compatible with material being installed; noncorrosive; size and thickness required for performance.
- L. Roofing Cement: ASTM D 4586, Type I, asbestos free, asphalt based.

2.4 FABRICATION, GENERAL

- A. Sheet Metal Fabrication Standard: Fabricate sheet metal flashing and trim to comply with recommendations of SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal, and other characteristics of the item indicated.
- B. Comply with details shown to fabricate sheet metal flashing and trim that fit substrates and result in waterproof and weather-resistant performance once installed. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- C. Form exposed sheet metal Work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems.
- D. Seams: Fabricate nonmoving seams in sheet metal with flat-lock seams. Tin edges to be seamed, form seams, and solder.
 - 1. Copings: Prefabricate internal and exterior corners
- E. Expansion Provisions: Space movement joints at maximum of 10 feet (3 m) with no joints allowed within 24 inches (610 mm) of corner or intersection. Where Lapped or bayonet-type expansion provisions in Work cannot be used or would not be sufficiently weatherproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25mm) deep, filled with mastic sealant (concealed within joints).
- F. Sealed Joints: Form non-expansion, but moveable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards.
- G. Separate metal from non-compatible metal or corrosive substrates by coating concealed surfaces at locations of contact with asphalt mastic or other permanent separation as recommended by manufacturer.
- H. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of sheet metal exposed to public view.
- I. Fabricate cleats and attachment devices from same material as sheet metal component being anchored or from compatible, noncorrosive metal recommended by sheet metal manufacturer.
 - 1. Size: As recommended by SMACNA manual or sheet metal manufacturer for application but never less than thickness of metal being secured.

2.5 SHEET METAL FABRICATIONS

- A. General: Fabricate sheet metal items in thickness or weight needed to comply with performance requirements but not less than that listed below for each application and metal.
- B. Exposed Trim, Roof Edge Trim, and Fasciae: Fabricate from the following material:
 - 1. Coil Coated Galvanized Steel: 0.0276 inch (0.7mm) thick. 24 g.
- C. Copings: Fabricate from the following material
 - 1. Coil-Coated Galvanized Steel: 0.0396 inch (1.0 mm) thick. 22 g.
- D. Counter Flashing, Reglets, and Wind-Restraint Clips: Fabricate from the following material:

1. Coil-Coated Galvanized Steel: 0.0217 inch (0.55 mm) thick. 26 g.
- E. Flashing Receivers: Fabricate from the following material:
 1. Coil-Coated Galvanized Steel: 0.0217 inch (0.55 mm) thick. 26 g.
- F. Drip Edges: Fabricate from the following material:
 1. Coil-Coated Galvanized Steel: 0.0217 inch (0.55 mm) thick. 26 g.
 - a. .

2.6 COIL-COATED GALVANIZED STEEL SHEET FINISH

- A. High-Performance Organic Coating Finish: Apply the following system by coil-coating process on galvanized steel sheet as recommended by coating manufacturers and applicator.
 1. Fluoropolymer 2-Coat Coating System: Manufacturer's standard 2-coat, thermocured system composed of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 605.2.
 - a. Color and Gloss: As selected by Architect from manufacturer's full range of choices for color and gloss.
 2. Resin Manufacturers: Subject to compliance with requirements, provide fluoropolymer coating systems containing resins produced by one of the following manufacturers:
 - a. Ausimont USA, Inc. (Hylar 5000)
 - b. Elf Atochem North America, Inc. (Kynar 500)
 3. Coil-Coated Steel Sheet Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:
 4. Coil-Coated Steel Sheet Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Atas Aluminum Corporation.
 - b. Copper Sales, Inc.
 - c. MM Systems Corporation.
 - d. Petersen Aluminum Corporation.
 - e. Vincent Metals.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions under which sheet metal flashing and trim are to be installed and verify that Work may properly commence. Do not proceed with installation until unsatisfactory conditions have been corrected.
- B. INSTALLATION
- C. General: Unless otherwise indicated, install sheet metal flashing and trim to comply with performance requirements, manufacture's installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Anchor units of Work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible., and set units true to line and level as indicated. Install Work with laps, joints, and seams that will be permanently watertight and weatherproof.
- D. Install exposed sheet metal Work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- E. Expansion Provisions: Provide for thermal expansion of exposed sheet metal Work. Space movement joints at maximum of 10 feet (3 m) with no joints allowed within 24 inches (610 mm) of corner or intersection. Where lapped or bayonet-type expansion provisions in Work cannot be used or would not be sufficiently weatherproof and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with mastic sealant (concealed with joints).
- F. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches (38 mm), except where pre-tinned surface would show in finished Work.
 - 1. Do not solder the following metals:
 - a. Aluminum.
 - b. Coil-coated galvanized steel sheet.
 - 2. Pre-tinning is not required for the following metals:
 - a. Lead.
 - 3. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
- G. Sealed Joints: Form non-expansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards. Fill joint with sealant and form metal to completely conceal sealant.
 - 1. Use joint adhesive for nonmoving joints specified not to be soldered.

- H. Seams: Fabricate nonmoving seams in sheet metal with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- I. Separations: Separate metal from non-compatible metal or corrosive substrates by coating concealed surfaces, at locations of contact, with asphalt mastic or other permanent separation as recommended by manufacturer.
 - 1. Underlayment: Where installing stainless steel or aluminum directly on cementitious or wood substrates, install a slip sheet of red-rosin paper and a course of polyethylene underlayment.
 - 2. Bed flanges of Work in a thick coat of roofing cement where required for waterproof performance.
- J. Install reglets to receive counterflashing according to the following requirements:
 - 1. Where reglets are shown in masonry, furnish reglets for installation under Division 4 Section "Unit Masonry."
- K. Counter flashings: Coordinate installation of counter flashings with installation of assemblies to be protected by counterflashing. Install counter flashings in reglets or receivers. Secure in a waterproof manner by means of snap-in installation and sealant, lead wedges and sealant, interlocking folded seam, or blind rivets and sealant. Lap counterflashing joints a minimum of 2 inches (50 mm) and bed with sealant.

3.2 CLEANIN AND PROTECTION

- A. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.
- B. Provide final protection and maintain conditions that ensure sheet metal flashing and trim Work during construction is without damage or deterioration other than natural weathering at the time of Substantial Completion.

END OF SECTION

SECTION 329219 - SEEDING

PART 1 - GENERAL

1.1 SCOPE

This section consists of furnishing all labor, supervision, materials, tools, incidentals and equipment, and performing all topsoil tilling, fertilizing, seeding, mulching, watering, and otherwise establishing, protecting, and maintaining seeded areas as required by the Construction Plans and these Specifications.

1.2 RELATED WORK SPECIFIED ELSEWHERE

Section 312000 – Earth Moving.

PART 2 - PRODUCTS

2.1 SEED

A. Seeds shall be uniform mixtures of the following kinds and properties:

KIND	GROUP 1 Pounds Per Acre	GROUP 2 Pounds Per Acre
Common Bermuda	15	15
Bahia	40	40
Lovegrass	15	--
Sericea Lespedeza	25	25
Winter Rye	--	30

When using Group 2 seeding schedule, use unhulled bermuda grass.

Seeds with a minimum pure live seed content of 90 percent shall be used. They shall be of the best grade and of known vitality, purity, and germination and shall be delivered in containers bearing seed tags as required by law showing percentages of germination content and purity of seed as well as percentages of weed seed content.

All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

2.2 FERTILIZER

Fertilizer shall be 13-13-13 commercial grade type, water soluble. Containers shall be kept dry until use.

2.3 MULCH

Mulch shall be Class I vegetative material consisting of approved baled straw from cereal grain or common native hay crops in accordance with Section 215 and 715 of the MDOT Standard Specifications. The mulch shall have been cured properly prior to baling and shall be reasonably free of foreign grasses and weeds.

2.4 LIME

Lime shall be ground limestone containing not less than 85% of total carbonates and shall be ground to such fineness that 95% will pass through a No. 8 mesh sieve and 50% will pass through a No. 100 mesh sieve.

2.5 LEGUMINOUS INOCULANTS

Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require a cultural bacterium that is adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media as shown on the container.

2.6 WATER

Water shall be free from oil, acid, alkali, salt and other substances harmful to growth of grass, and shall be from a source approved prior to use.

PART 3 – EXECUTION

3.1 GENERAL

All areas disturbed during construction shall be seeded, fertilized, and mulched, except for surfaces to be paved or covered with gravel or crushed limestone. Suitable equipment necessary for proper preparation and treatment of the ground surface and for handling and placing all required materials shall be on hand and in good condition. The types and amounts of seed to be used will depend on the planting dates and shall be in accordance with the planting schedule. Before fertilizing and seeding, clear all ground surfaces of stones, trash, weeds, construction materials, and other material which could interfere with the seeding, grass growth, and future grass maintenance.

3.02 ORDER OF WORK

The order of work operation shall be as follows:

- 1) Ground preparation;
- 2) Applying commercial fertilizer and lime;
- 3) Sowing seed;
- 4) Cleaning up; and

3.3 PROTECTION

The CONTRACTOR shall be responsible for maintaining and protecting seeded, sodded and mulch areas until final acceptance of the project. He shall take every precaution to prevent unnecessary foot and vehicular traffic and shall repair and restore damaged areas immediately without extra compensation.

3.4 GROUND PREPARATION

Topsoil can be obtained from on-site or off-site locations. The topsoil used by the CONTRACTOR shall meet all specifications. The topsoil shall be evenly spread on tilled areas to a uniform depth of at least four inches (4") (maximum depth six inches (6")) after compaction. Spreading shall be performed so that turfing can proceed with a minimum of soil preparation or tilling. After pre-planting fertilization is completed, the topsoil shall be compacted by rolling with a culti-packer or by other approved means. Previously established grades shall be maintained on the areas to be treated in a true and even condition; necessary repairs shall be made to previously graded areas by means of graders or other approved equipment. After the areas required to be treated have been brought to the grades shown, the soil shall be tilled to a depth of at least four inches (4") by plowing, disking, harrowing, or other approved operations until the condition of the soil is acceptable. The work shall be performed only during periods when, in the opinion of the Architect, beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactorily conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface shall be leveled before the next specified operation.

3.5 APPLICATION OF FERTILIZER AND LIMESTONE

A. Fertilizer

Fertilizer shall be distributed uniformly at a rate of 1,000 pounds per acre over areas to be seeded and shall be incorporated into the soil to a depth of at least four inches (4").

B. Lime

Immediately following or simultaneously with incorporation of fertilizer, limestone shall

be distributed uniformly at a rate of 2,000 pounds per acre, and shall be incorporated into the soil to depth of at least four inches (4").

3.6 SOWING SEED

- A. All seeds shall be as indicated in the planting schedule. No seeding shall be done during windy weather or when the ground is frozen, excessively wet or otherwise in a non-tillable condition. Full use shall be taken of time and weather conditions best suited for seeding and such time of seeding shall be subject to the approval of the Architect. The seed shall be sown uniformly in the specified amounts preferably by approved mechanical seeders and immediately rolled with a culti-packer or other satisfactory equipment; or covered lightly with soil by the use of a garden rake or other approved methods. All seeds shall be planted using strip markers or similar means to insure that succeeding seeded strips shall slightly overlap. Cover the seeded areas specified with a layer of weed-free straw at the rate of 1½ tons per acre. Water the seeding, sodding, and sprigging until satisfactory grass growth has been established, and maintain said area until final project acceptance.
- B. Times of sowing and seed mixtures required are as follows:
1. March 1 to August 31: Use Group 1 only.
 2. September 1 to February 28: Use Group 2 only.

3.7 FINISHING AND CLEANING UP

After seeding operations and prior to mulching, the surface shall be cleared of all stones or other objects larger than two inches (2") in diameter and of all wire, roots, brush or other objects that may interfere with subsequent mowing operations.

3.8

3.9 MAINTENANCE

Seeding areas shall be maintained until all work or designate portions thereof have been completed and accepted. Tall grass and weeds that tend to smother the desired grass species shall be mowed, and any damage resulting from these operations shall be repaired. The CONTRACTOR at his own expense shall reseed, mulch and fertilize as necessary to establish vegetative cover. He shall maintain care of seeded areas for sixty (60) days after completion of treatment of whole project.

3.10 REPAIRS TO LAWN AREAS DISTURBED BY CONSTRUCTION OPERATIONS

Lawn areas planted under this Contract and all lawn areas damaged by the Contractor's operation shall be repaired at once by proper topsoil backfill, soil preparation, fertilizing, and reseeding or sodding, in accordance with the following:

- A. Areas damaged by placement of excavated material where existing grass is still living and more than fifty percent (50%) of the existing grass is left in place shall be repaired by filling depressions and scars created by equipment tires, tracks, or scarification teeth with topsoil, application of fertilizer over the entire area at the rates prescribed for other vegetative cover, hand raking soil to a uniform grade, and assure application of water at rates required for sodding until adequate regrowth of grass and coverage has been obtained.
- B. Areas damaged by placement of excavated material where existing grass has died or where fifty percent (50%) or more of the existing grass has been removed shall be repaired by excavating the dead and/or remaining material to a uniform grade, placing topsoil to regrade the area to its original topography upon placement where sod is required, preparing the ground surface as required including fertilizing, placing seed or sod as applicable under the above specifications, placing mulch as required, and watering as required for other vegetative cover.
- C. Areas damaged by other material or equipment storage or movement shall be repaired as applicable for areas described above for excavation storage.

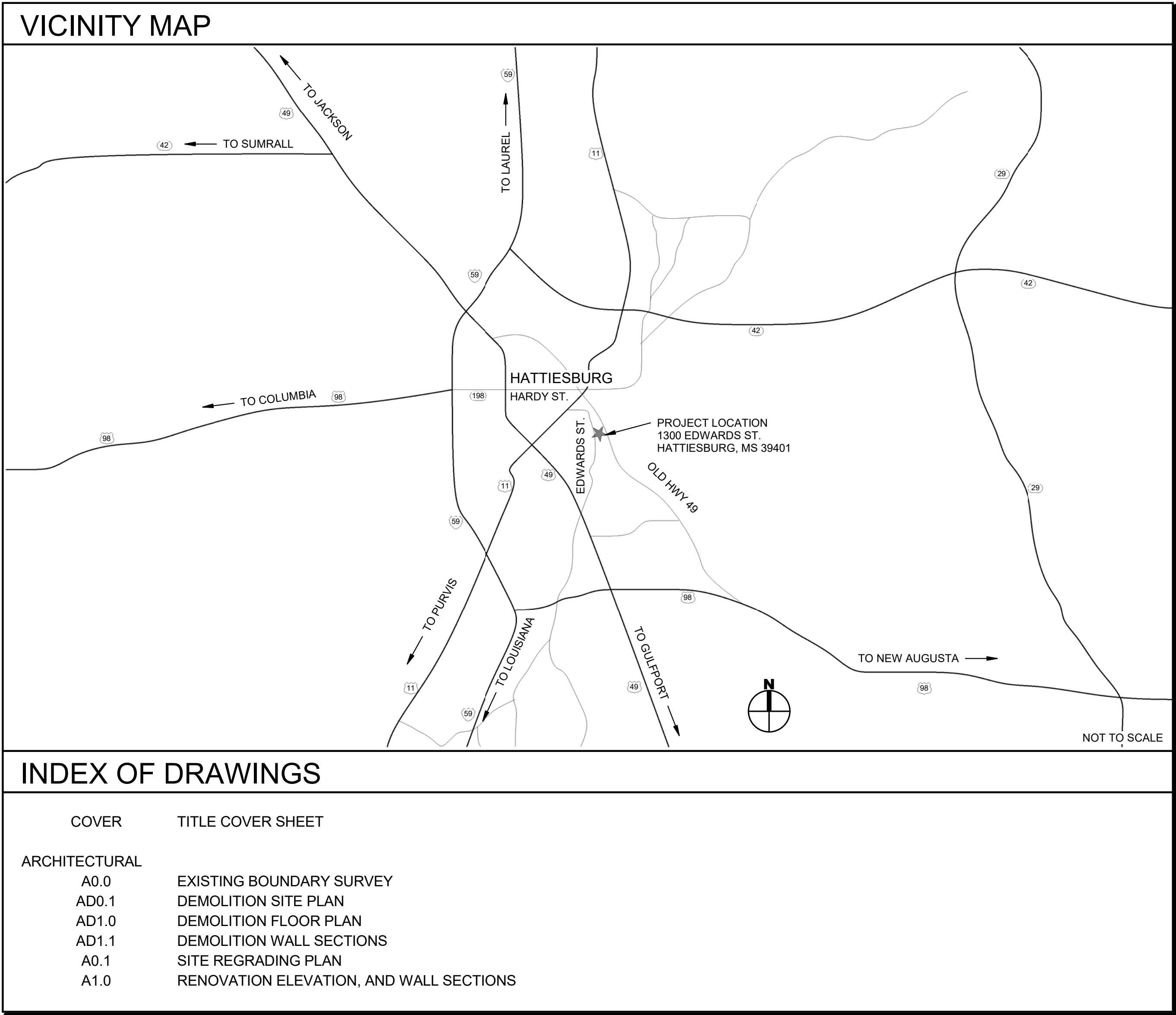
PART 4 - COMPENSATION

There shall be no separate payment for the work covered in this section.

END OF SECTION

BIG YANK DEMOLITION

CITY OF HATTIESBURG HATTIESBURG, MISSISSIPPI



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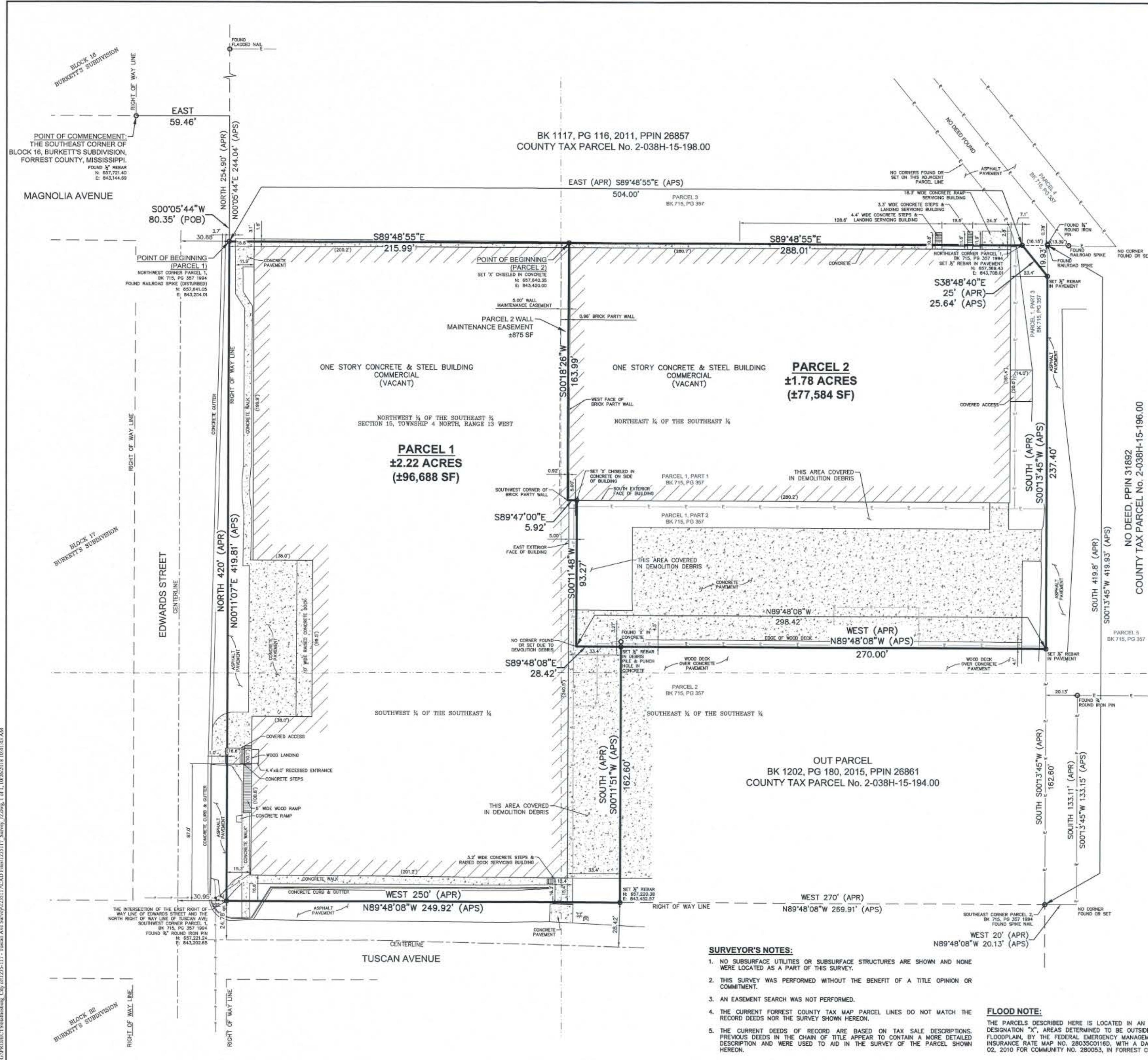
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SURVEY BOUNDARY DESCRIPTIONS

State of Mississippi
County of Forrest
City of Hattiesburg

This is Certify that I have made a Survey of the following described Parcels:

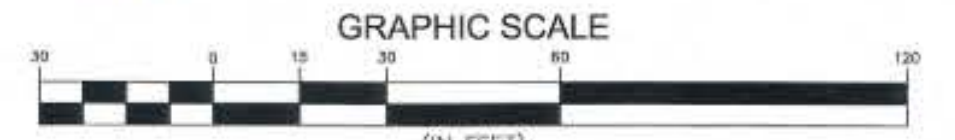
PARCEL 1
A part of the Southeast ¼, in Section 15, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(95), US Survey Feet, with a combined scale factor of 0.999972788350 and a convergence angle of (minus) -0°14'04.82" at the Intersection of the East Right of Way Line of Edwards Street, a public roadway, and the North Right of Way Line of Tuscan Ave, a public roadway, and Commencing at a ½ Inch Rebar representing the Southeast Corner of Block 16 of Burkett's Subdivision, as per map or plat thereof on file in the Office of the Chancery Clerk of said Forrest County, and the Intersection of the North Right of Way Line of Magnolia Avenue, a public roadway, and the West Right of Way Line of said Edwards Street, said Southeast Block Corner having a Grid Value of N 657,721.40 feet and E 843,144.69 feet on said East Zone Grid, then run East for 59.46 feet to a Point on said East Right of Way Line, then run S00°05'44"W along said East Zone Grid for 80.35 feet to a Railroad Spike representing the Point of Beginning and having a Grid Value of N 657,641.05 feet and E 843,204.01 feet on said East Zone Grid; then run S89°48'55"E for 215.99 feet to an 'X' Chiseled in Concrete representing a Point on the extension of the West Face of a Brick Party Wall, said Point having a Grid Value of N 657,840.35 feet and E 843,420.00 feet on said East Zone Grid, then run S00°18'26"W along said West Party Wall Face and its extension for 163.99 feet to the Southwest Corner of said Party Wall and a Point on the extension of the South Exterior Face of a Concrete Building, then run S89°47'00"E along said South Building Face and its extension for 5.92 feet to an 'X' Chiseled in Concrete representing a Point being 5.00 feet from said East Building Face of the East Exterior Face of a Concrete Building, then run S00°11'48"W and parallel to and 5.00 feet from said East Building Face for 93.27 feet, then run S89°48'08"E for 28.42 feet to a ½ Inch Rebar in a Debris Pile and a Punch Hole in Concrete, then run S00°11'51"W for 162.60 feet to a ½ Inch Rebar representing a Point on said North Right of Way Line of Tuscan Avenue, and having a Grid Value of N 657,220.38 feet and E 843,452.57 feet on said East Zone Grid, then run N89°48'08"W for 249.92 feet to a ¾ Inch Round Iron Pin representing said Intersection of the East Right of Way Line and the North Right of Way Line and having a Grid Value of N 657,221.24 feet and E 843,202.65 feet on said East Zone Grid, then run N00°11'07"E along said East Right of Way Line for 419.81 feet to the Point of Beginning, comprising 2.22 Acres (96,688 Square Feet), more or less.

Said Parcel 1 described above subject to a 5.00 foot Wide Party Wall Easement along said West Face of a Brick Party Wall and its extension and said South Exterior Face of a Concrete Building and its extension, as shown hereon.

PARCEL 2
A part of the Northeast ¼ of the Southeast ¼, in Section 15, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(93), US Survey Feet, with a combined scale factor of 0.999972788350 and a convergence angle of (minus) -0°14'04.82" at the Intersection of the East Right of Way Line of Edwards Street, a public roadway, and the North Right of Way Line of Tuscan Ave, a public roadway, and Commencing at a ½ Inch Rebar representing the Southeast Corner of Block 16 of Burkett's Subdivision, as per map or plat thereof on file in the Office of the Chancery Clerk of said Forrest County, and the Intersection of the North Right of Way Line of Magnolia Avenue, a public roadway, and the West Right of Way Line of said Edwards Street, said Southeast Block Corner having a Grid Value of N 657,721.40 feet and E 843,144.69 feet on said East Zone Grid, then run East for 59.46 feet to a Point on said East Right of Way Line, then run S00°05'44"W along said East Right of Way Line for 80.35 feet to a Railroad Spike having a Grid Value of N 657,641.05 feet and E 843,204.01 feet on said East Zone Grid, then run S89°48'55"E for 215.99 feet to an 'X' Chiseled in Concrete representing a Point on the extension of the West Face of a Brick Party Wall and the Point of Beginning, said Point having a Grid Value of N 657,840.35 feet and E 843,420.00 feet on said East Zone Grid; then continue S89°48'55"E for 288.01 feet to a ½ Inch Rebar in Pavement and having a Grid Value of N 657,369.43 feet and E 843,708.01 feet on said East Zone Grid, then run S38°48'40"E for 25.64 feet to a ½ Inch Rebar in Pavement, then run S00°13'45"W for 237.40 feet to a ½ Inch Rebar in Pavement, then run N89°48'08"W for 270.00 feet to a ½ Inch Rebar in a Debris Pile and a Punch Hole in Concrete, then continue N89°48'08"W for 28.42 feet to a Point 5.00 feet East of the East Exterior Face of a Concrete Building, then run N00°11'48"E and parallel to and 5.00 feet from said East Building Face for 93.27 feet to an 'X' Chiseled in Concrete representing a Point on the South Exterior Face of a Concrete Building, then run N89°47'00"W along said South Building Face and its extension for 5.92 feet to the Southwest Corner of a Brick Party Wall, then run N00°18'26"E along the West Face of said Brick Party Wall and its extension for 163.99 feet to the Point of Beginning, comprising 1.78 Acres (77,584 Square Feet), more or less.

Parcels 1 and 2 contain an aggregate of 4.00 Acres (174,272 Square Feet), more or less.

Nicholas M. Connolly, PE, PLS
Civil Engineer No. 12791
Land Surveyor No. 2973



SURVEY DATE: JULY 11, 2018
AUGUST 24, 2018
SEPTEMBER 13, 2018
SEPTEMBER 21, 2018

JUDGED TO BE A CLASS 'B' SURVEY
SURVEYED TO CLASS 'B'

BEARINGS ARE BASED ON MS STATE PLANE
COORDINATE SYSTEM, ZONE EAST GRID, US
SURVEY FEET, AS DETERMINED BY GPS

HORIZONTAL DATUM: NAD83(93)
CONTROL STATION: RTCMD006 (USM CAMPUS)
HATTIESBURG, MS
N: 685,022.113
E: 827,206.408
Z: 303.377

AT THE INTERSECTION OF THE EAST RIGHT OF
WAY LINE OF EDWARDS STREET AND THE NORTH
RIGHT OF WAY LINE OF TUSCAN AVENUE;
COMBINED SCALE FACTOR: 0.999972788350
CONVERGENCE: -0°14'04.82"

REFERENCE MATERIALS:

FORREST COUNTY TAX MAP
BURKETT'S SUBDIVISION PLAT
BK 3 PG 22 07-17-1906
COLLEGE ADDITION PLAT
BK 4 PG 2 09-13-1906
THE COLLEGE ADDITION
KENNEDY & BATSON SUBDIVISION
BK 5 PG 9 01-19-1907
SPECIAL WARRANTY DEED
BK 715 PG 357 08-01-1994
WARRANTY DEEDS
BK 1117 PG 116 12-08-2011
BK 1218 PG 381 12-21-2015
QUITCLAIM DEEDS
BK 1180 PG 842 09-18-2013
BK 1194 PG 866 01-28-2015
BK 1202 PG 180 05-14-2015
BK 1225 PG 562 04-14-2016
ORDER NUNC PRO TUNC TO SUPPLEMENT LEGAL DESCRIPTION
BK 1216 PG 408 11-18-2015
0.50 ACRE SURVEY OF PART OF LOTS 9-12, BLOCK 16 OF BURKETT'S SUBDIVISION,
FORREST COUNTY, MS BY NICHOLAS M. CONNOLLY, PE, PLS
SDW No. 16709 08-30-2017
2.63 ACRE SURVEY OF PART OF BLOCK 2 OF THE COLLEGE ADDITION KENNEDY &
BATSON SUBDIVISION AND PART OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ AND
PART OF THE NORTHEAST ¼ OF THE NORTHWEST ¼, SECTION 22, TOWNSHIP 4 NORTH,
RANGE 13 WEST, FORREST COUNTY, MS BY NICHOLAS M. CONNOLLY, PE, PLS
SDW No. 16754 03-20-2018
TOPOGRAPHIC MAP OF BLOCK 5, COLLEGE ADDITION, FORREST COUNTY, MS
SDW No. 15801 02-05-2018

LEGEND:

APR - AS PER RECORD
APS - AS PER SURVEY
BK - BOOK
HYP - FIBER OPTIC POST
F - FIRE HYDRANT
GW - GUY WIRE
OUL - OVERHEAD UTILITY LINE
PG - PAGE
POB - POINT OF BEGINNING
PL - PROPERTY LINE (ADJACENT)
QSL - QUARTER SECTION LINE
SF - TRACT PARCEL LINE
UL - UTILITY POLE
WV - WATER VALVE

SURVEYOR'S NOTES:

- NO SUBSURFACE UTILITIES OR SUBSURFACE STRUCTURES ARE SHOWN AND NONE WERE LOCATED AS A PART OF THIS SURVEY.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE OPINION OR COMMITMENT.
- AN EASEMENT SEARCH WAS NOT PERFORMED.
- THE CURRENT FORREST COUNTY TAX MAP PARCEL LINES DO NOT MATCH THE RECORD DEEDS NOR THE SURVEY SHOWN HEREON.
- THE CURRENT DEEDS OF RECORD ARE BASED ON TAX SALE DESCRIPTIONS. PREVIOUS DEEDS IN THE CHAIN OF TITLE APPEAR TO CONTAIN A MORE DETAILED DESCRIPTION AND WERE USED TO AID IN THE SURVEY OF THE PARCEL SHOWN HEREON.

FLOOD NOTE:

THE PARCELS DESCRIBED HEREIN IS LOCATED IN AN AREA HAVING THE FLOOD ZONE DESIGNATION "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOODPLAIN, BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 28035C01160, WITH A DATE OF IDENTIFICATION OF MARCH 02, 2010 FOR COMMUNITY NO. 280053, IN FORREST COUNTY, MISSISSIPPI.

DRAWN

GGG

CHECKED

CJL / SG

FINAL DATE

12-6-2019

REVISION SCHEDULE

REV# REV DATE

LANDRY LEWIS GERMANY ARCHITECTS, P.A.
3211 OLD HIGHWAY 11, HATTIESBURG, MS 39402
P: 601.271.2711 WWW.LLGARCH.COM
CREATING LANDMARKS SINCE 1910...

SHEET TITLE
EXISTING BOUNDARY SURVEY

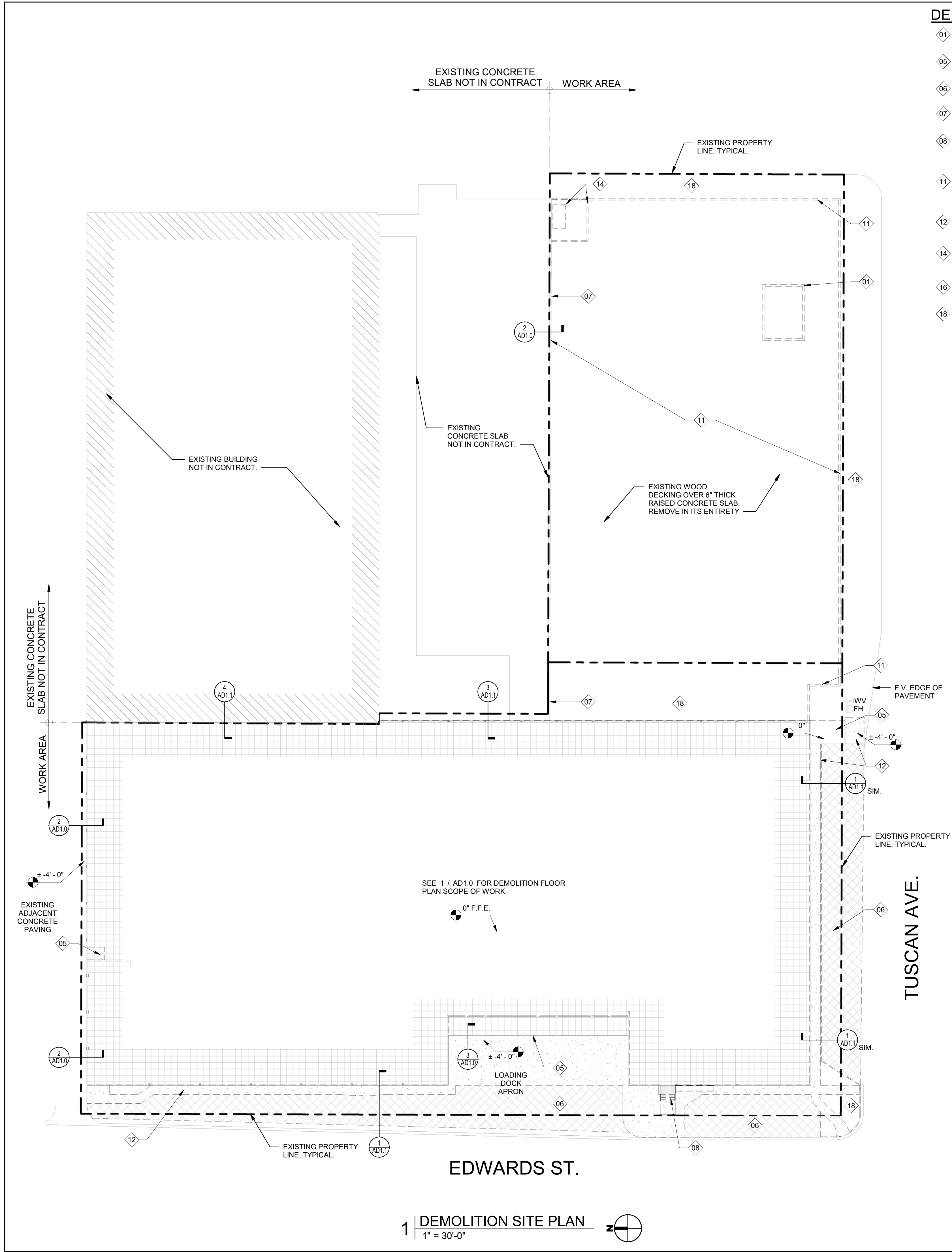
PROJECT
BIG YANK DEMOLITION

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

CN 19 - 3746

SHEET NUMBER

A0.0



DEMOLITION NOTES LEGEND

- 01 REMOVE EXISTING MASONRY WALL AND ALL WINDOWS AND DOORS WHERE APPLICABLE.
- 05 REMOVE EXISTING LOADING DOCK FOUNDATION IN ITS ENTIRETY AND PREPARE SOILS FOR NEW GRADING.
- 06 REMOVE EXISTING ASPHALT PAVING AND PREPARE SOILS FOR NEW.
- 07 SAWCUT FOUNDATION WALL AS REQUIRED TO SEPERATE DEMO FROM EXISTING TO REMAIN.
- 08 REMOVE EXISTING CONCRETE STAIRS, WOODEN RAMP, WOODEN LANDING AND METAL CANOPY IN ITS ENTIRETY.
- 11 REMOVE EXISTING MASONRY, WOOD DECKING, DEBRIS, ABANDONED PIPES, CONCRETE RAISED PIER AND BEAM CONCRETE FOUNDATION IN ITS ENTIRETY - PREPARE SOILS FOR NEW GRADING.
- 12 REMOVE EXISTING CONCRETE SIDEWALK IN ITS ENTIRETY AND PREPARE SOILS FOR NEW GRADING.
- 14 REMOVE EXISTING BELOW GRADE CONCRETE WALLS AND FLOOR TO INCLUDE ALL TUBING AND TANKS IN ITS ENTIRETY U.N.O..
- 16 EXISTING EXTERIOR WALL, FOUNDATION WALL, AND FOOTING TO BE REMOVED IN ITS ENTIRETY U.N.O.
- 18 REMOVE ALL EXISTING VEGETATION, DEBRIS AND CONCRETE ON SITE TO PAVING EDGE.

DEMOLITION SYMBOL LEGEND

- EXISTING STRUCTURE NOT IN CONTRACT.
- EXISTING SINGLE STORY STRUCTURE TO BE REMOVED IN ITS ENTIRETY U.N.O.
- EXISTING ASPHALT PAVING TO BE REMOVED.
- EXISTING CONCRETE PAVING TO BE REMOVED.
- PROPERTY LINE
- SAW CUT EXISTING SLAB
- DEMOLISH EXISTING CONSTRUCTION
- DEMOLITION KEYED NOTE - SEE DEMOLITION NOTES FOR SCOPE OF WORK
- DETAIL TAG
- EXIST SPOT ELEV
- FIRE HYDRANT TO REMAIN
- WATER VALVE TO REMAIN
- FINISH FLOOR ELEVATION
- FIELD VERIFY UNLESS NOTED OTHERWISE
- FH
- WV
- F.F.E.
- F.V.
- U.N.O.

DEMOLITION GENERAL NOTES

1. CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH THE CONDITIONS AS REQUIRED TO PERFORM WORK. FAILURE TO DO SO SHALL NOT RELIEVE THE CONTRACTOR OF HIS DUTY TO PERFORM THE WORK.
2. WHERE FINISHES ARE TO BE REMOVED OR REPLACED, CONTRACTOR SHALL COMPLETE WORK TO A NATURAL PRODUCT JOINT AS REQUIRED TO PROVIDE A SMOOTH UNDETECTABLE TRANSITION BETWEEN NEW AND EXISTING FINISHES.
3. EXISTING CONDITIONS AND FINISHES TO REMAIN SHALL BE PROTECTED FROM DAMAGE.
4. CONTRACTOR IS RESPONSIBLE FOR STORING ALL RUBBISH IN AN APPROVED CONTAINER AND DISPOSED OF OFF SITE AT AN APPROVED LOCATION AS REQUIRED TO KEEP JOB SITE CLEAN AND FREE OF RUBBISH.
5. CONTRACTOR SHALL TAKE APPROPRIATE SAFETY AND SECURITY PRECAUTIONS AS REQUIRED TO ENSURE THAT PEDESTRIANS ARE RESTRICTED FROM ACCESS TO CONSTRUCTION EQUIPMENT, TOOLS, DEBRIS, MATERIALS, TRAFFIC, OR OTHER ACTIVITIES.
6. CONTRACTOR SHALL COORDINATE WITH THE OWNER AS REQUIRED TO ENSURE THAT THE BUILDINGS ARE SECURED AND LOCKED PRIOR TO VACATING THE JOBSITE AT ANY TIME.
7. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL LOAD BEARING WALLS AND SHALL PROVIDE SHORING AND BRACING AS REQUIRED.
8. DIMENSIONS SHOWN ON DEMOLITIONS PLANS ARE PROVIDED TO INDICATE OVERALL SCOPE OF WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING ALL CONDITIONS AS REQUIRED.
9. REFER TO SPECIFICATIONS FOR ASBESTOS ABATEMENT AND INVESTIGATION REPORT FOR ADDITIONAL WORK.



DRAWN

GGA

CHECKED

CJL / SG

FINAL DATE

12-6-2019

REVISION SCHEDULE

REV # REV DATE

LANDRY
LEWIS
GERMANY
ARCHITECTS, P. A.
5211 OLD HIGHWAY 11, HATTIESBURG, MS 39402
P: 601.271.7711 WWW.LLGARCH.COM
CREATING LANDMARKS SINCE 1910...

SHEET TITLE
DEMOLITION SITE PLAN

PROJECT
BIG YANK DEMOLITION

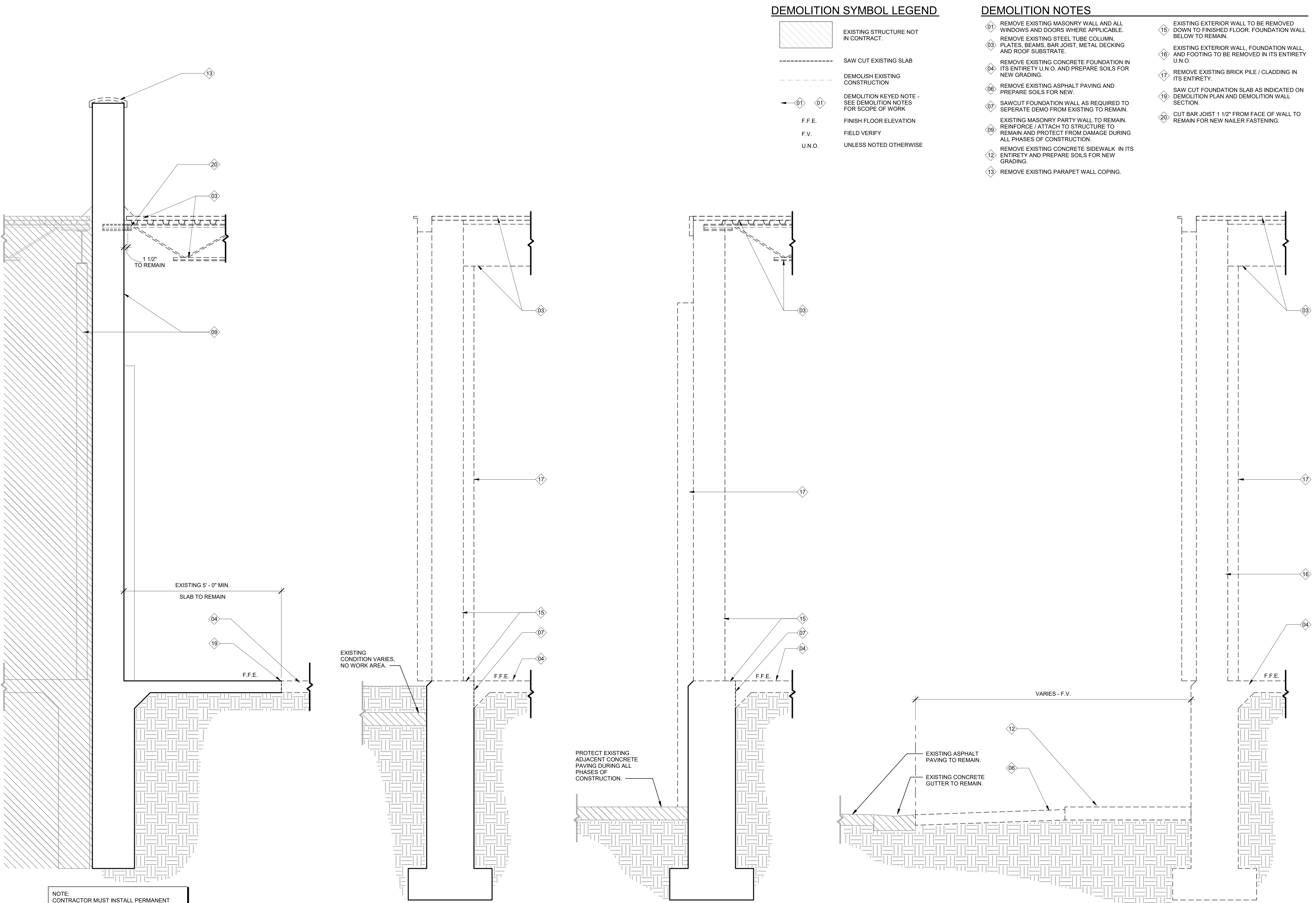
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI



CN 19 - 3746

SHEET NUMBER

AD0.1



DEMOLITION SYMBOL LEGEND

- EXISTING STRUCTURE NOT IN CONTRACT.
- SAW CUT EXISTING SLAB
- DEMOLISH EXISTING CONSTRUCTION
- DEMOLITION KEYED NOTE - SEE DEMOLITION NOTES FOR SCOPE OF WORK
- F.F.E. FINISH FLOOR ELEVATION
- F.V. FIELD VERIFY
- U.N.O. UNLESS NOTED OTHERWISE

DEMOLITION NOTES

- 01 REMOVE EXISTING MASONRY WALL AND ALL WINDOWS AND DOORS WHERE APPLICABLE.
- 03 REMOVE EXISTING STEEL TUBE COLUMN, PLATES, BEAMS, BAR JOIST, METAL DECKING AND ROOF SUBSTRATE.
- 04 REMOVE EXISTING CONCRETE FOUNDATION IN ITS ENTIRETY U.N.O. AND PREPARE SOILS FOR NEW GRADING.
- 06 REMOVE EXISTING ASPHALT PAVING AND PREPARE SOILS FOR NEW.
- 07 SAWCUT FOUNDATION WALL AS REQUIRED TO SEPERATE DEMO FROM EXISTING TO REMAIN.
- 09 EXISTING MASONRY PARTY WALL TO REMAIN. REINFORCE / ATTACH TO STRUCTURE TO REMAIN AND PROTECT FROM DAMAGE DURING ALL PHASES OF CONSTRUCTION.
- 12 REMOVE EXISTING CONCRETE SIDEWALK IN ITS ENTIRETY AND PREPARE SOILS FOR NEW GRADING.
- 13 REMOVE EXISTING PARAPET WALL COPING.
- 15 EXISTING EXTERIOR WALL TO BE REMOVED DOWN TO FINISHED FLOOR. FOUNDATION WALL BELOW TO REMAIN.
- 16 EXISTING EXTERIOR WALL, FOUNDATION WALL, AND FOOTING TO BE REMOVED IN ITS ENTIRETY U.N.O.
- 17 REMOVE EXISTING BRICK PILE / CLADDING IN ITS ENTIRETY.
- 19 SAW CUT FOUNDATION SLAB AS INDICATED ON DEMOLITION PLAN AND DEMOLITION WALL SECTION.
- 20 CUT BAR JOIST 1 1/2" FROM FACE OF WALL TO REMAIN FOR NEW NAILER FASTENING.

DRAWN

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SHEET TITLE
DEMOLITION WALL SECTIONS

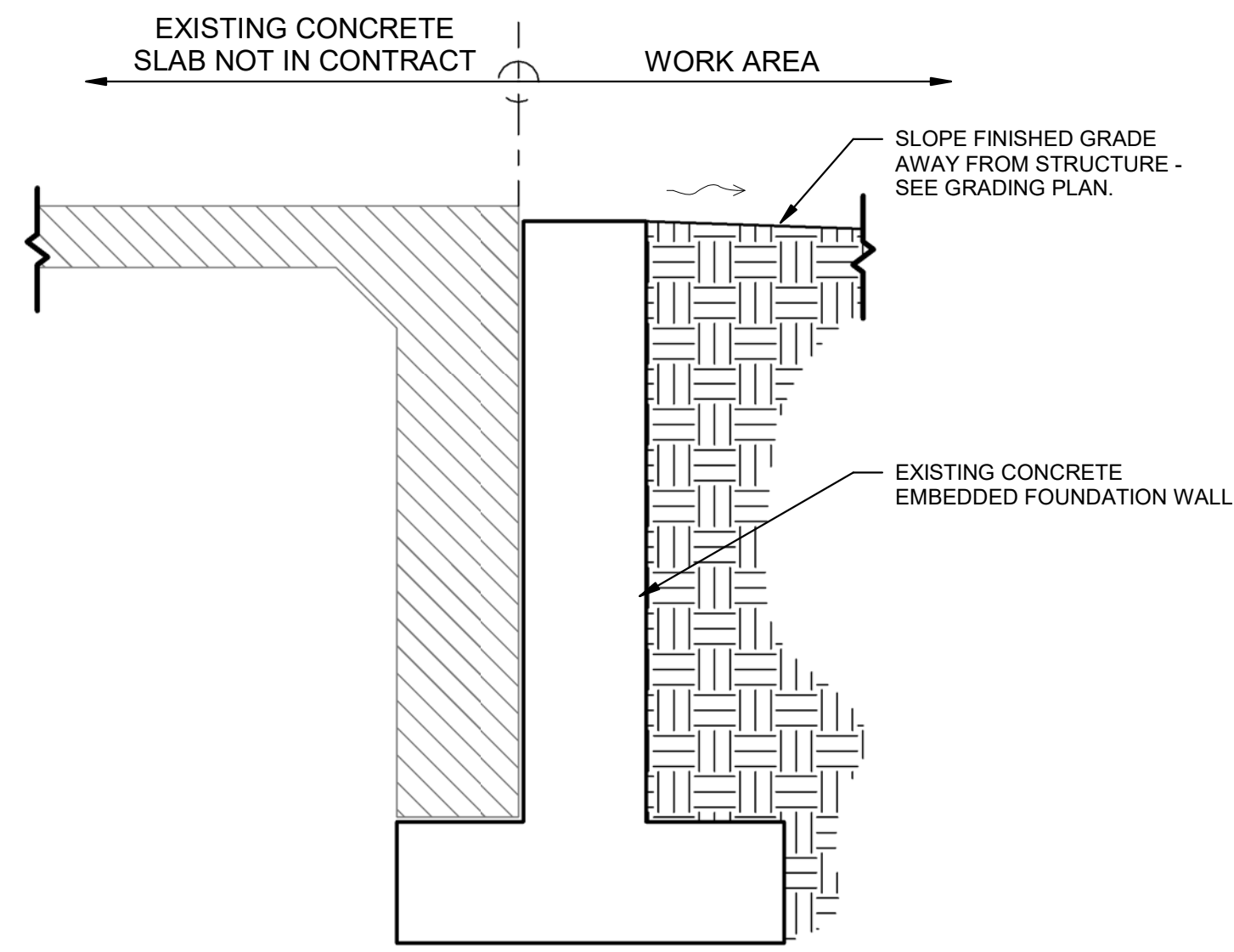
PROJECT
BIG YANK DEMOLITION



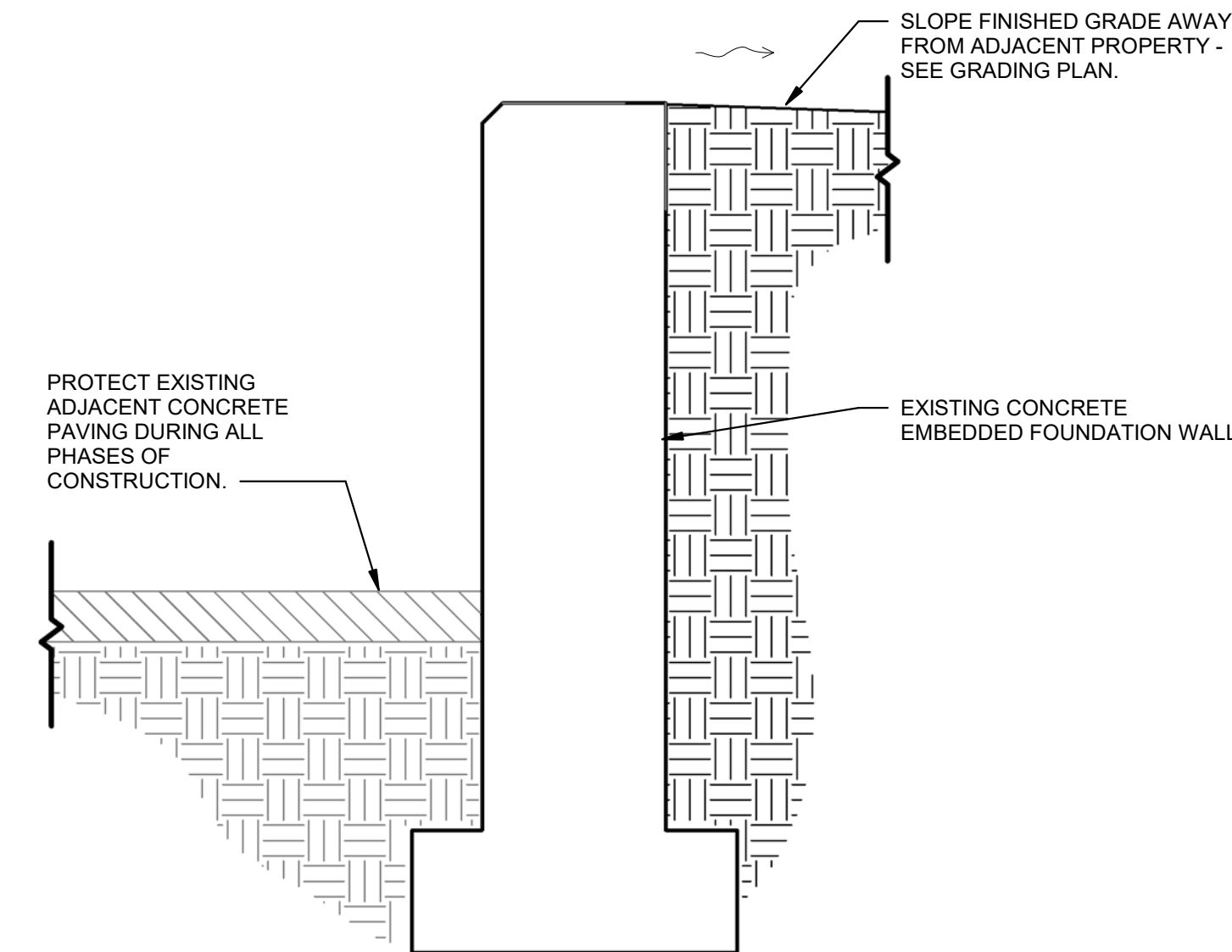
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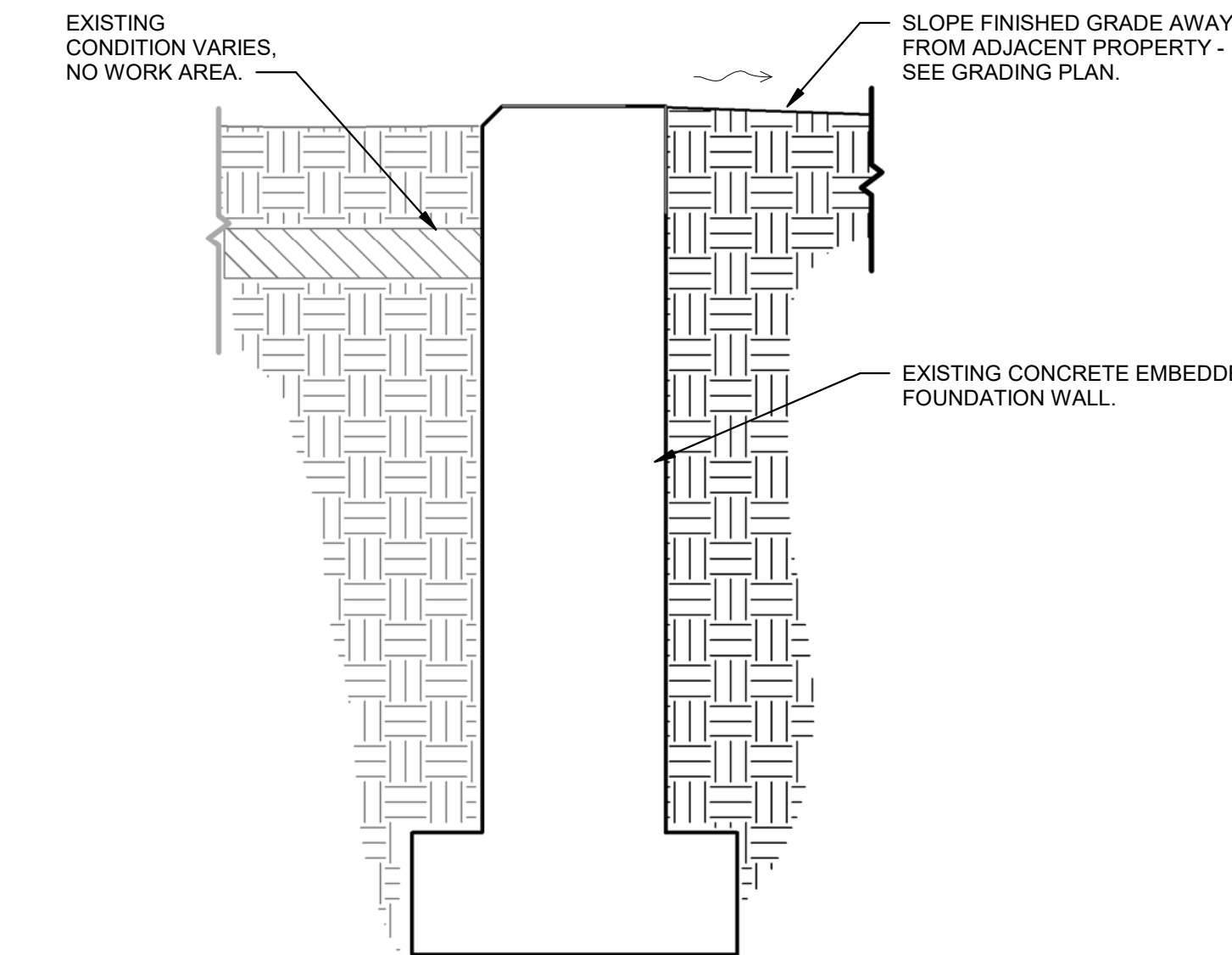
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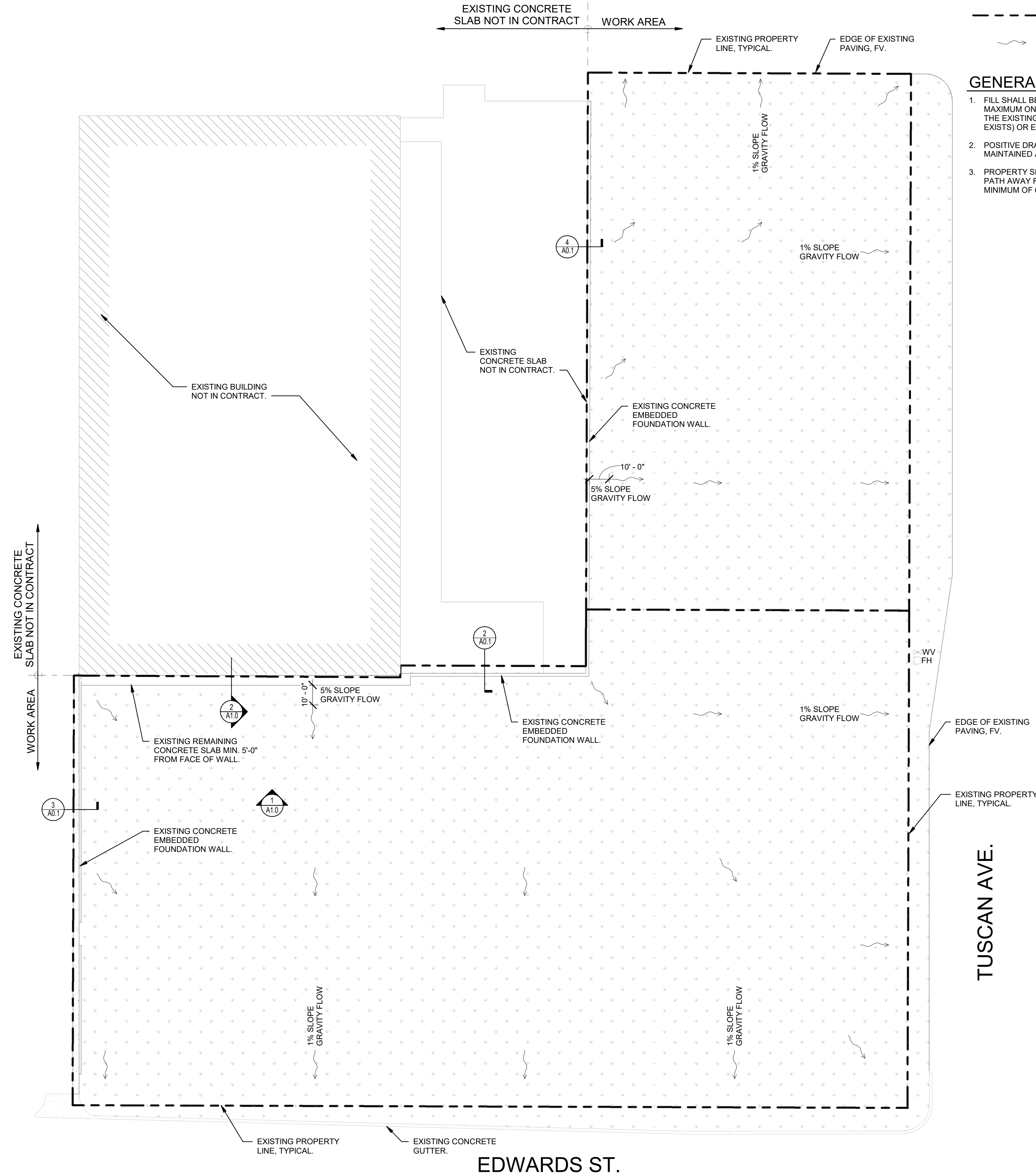
4 RENOVATION WALL SECTION
3/4" = 1'-0"



3 RENOVATION WALL SECTION
3/4" = 1'-0"



2 RENOVATION WALL SECTION
3/4" = 1'-0"



1 SITE GRADING PLAN
1" = 30'-0"

SITE GRADING PLAN LEGEND

- RE-GRADE AREA TO A POSITIVE DRAIN, FINISH WITH TOP SOIL, GRASS SEED AND HAY EROSION CONTROL CAP. SLOPE AWAY FROM STRUCTURES AND NEIGHBORING PROPERTIES TOWARD CITY DRAINAGE.
- EXISTING STRUCTURE NOT IN CONTRACT.
- PROPERTY LINE.
- DIRECTION OF DRAINAGE FLOW

GENERAL GRADING NOTES

- FILL SHALL BE LIMITED TO NO MORE THAN NEEDED TO CREATE A MAXIMUM ONE PERCENT (1.0%) SLOPE FROM PROPERTY REAR TO THE EXISTING STREET, TOP OF CURB, EDGE OF ROAD (IF NO CURB EXISTS) OR EXISTING DITCH HIGH BANK.
- POSITIVE DRAINAGE TO CITY DRAINAGE FACILITY MUST BE MAINTAINED AT ALL TIMES.
- PROPERTY SHALL BE GRADED TO PROVIDE A POSITIVE DRAINAGE PATH AWAY FROM ANY FOUNDATION. THE FALL SHALL BE A MINIMUM OF 6 INCHES IN THE FIRST 10 FEET (5% SLOPE).

DRAWN

GGA

CHECKED

CJL / SG

FINAL DATE

12-6-2019

REVISION SCHEDULE

REV # REV DATE

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SHEET TITLE
SITE REGRADING PLAN

PROJECT
BIG YANK DEMOLITION

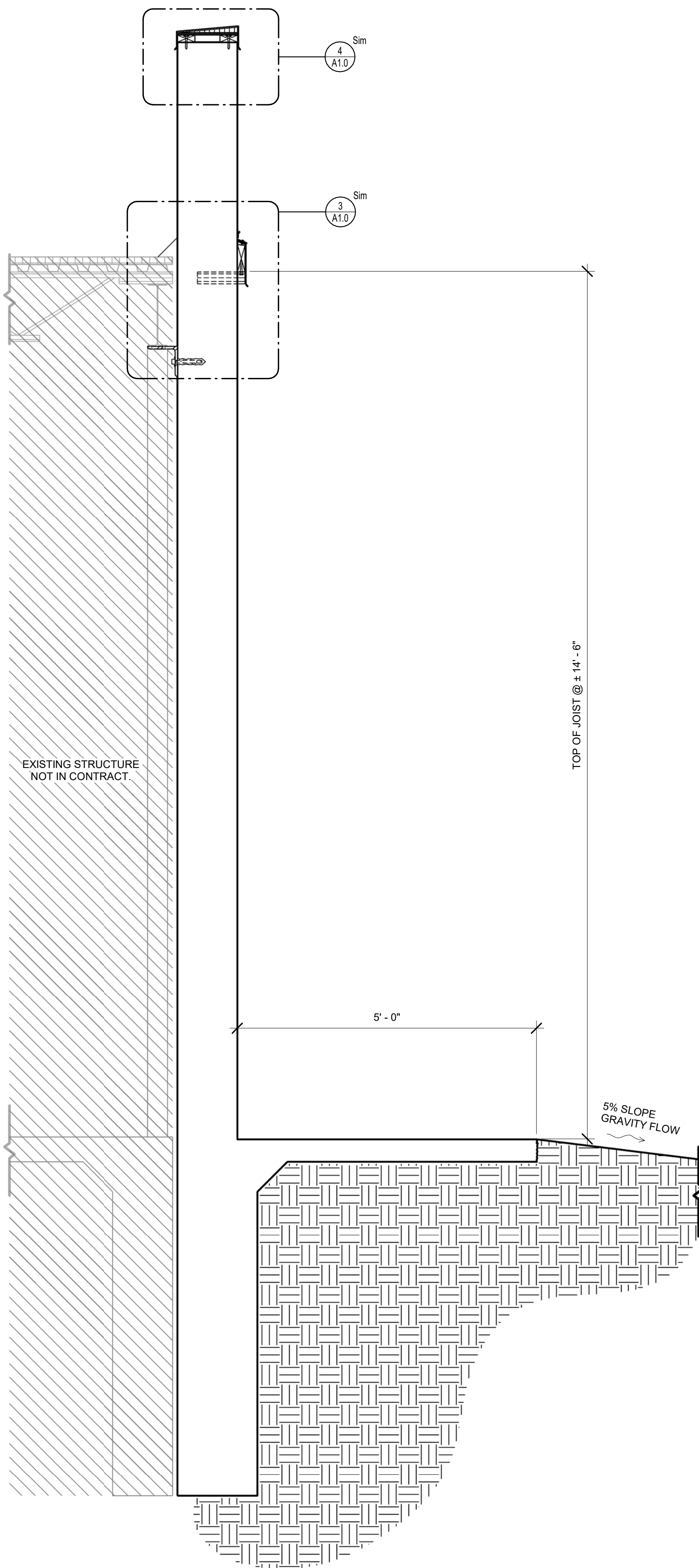
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI



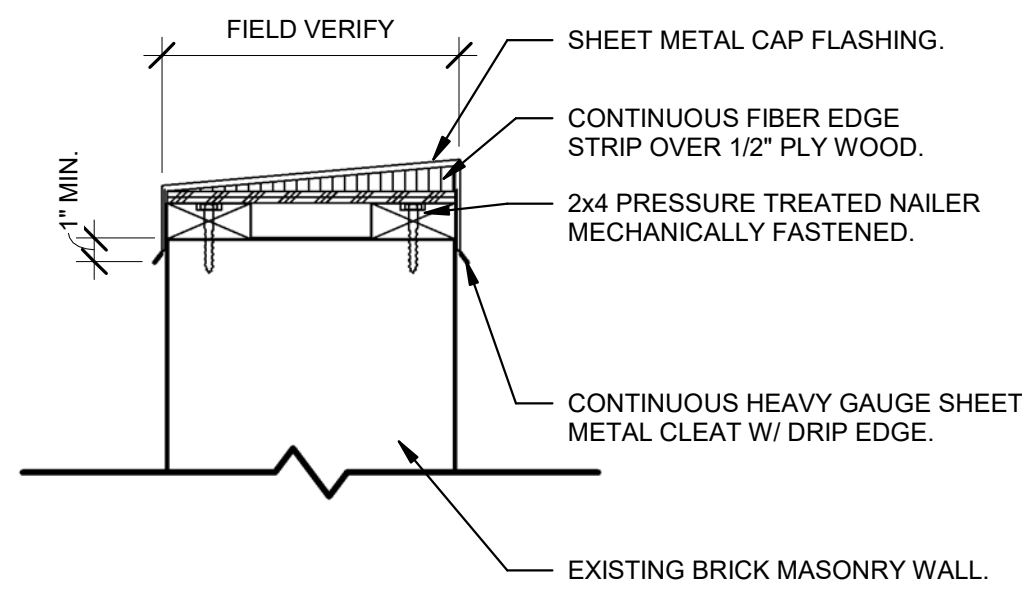
CN 19 - 3746

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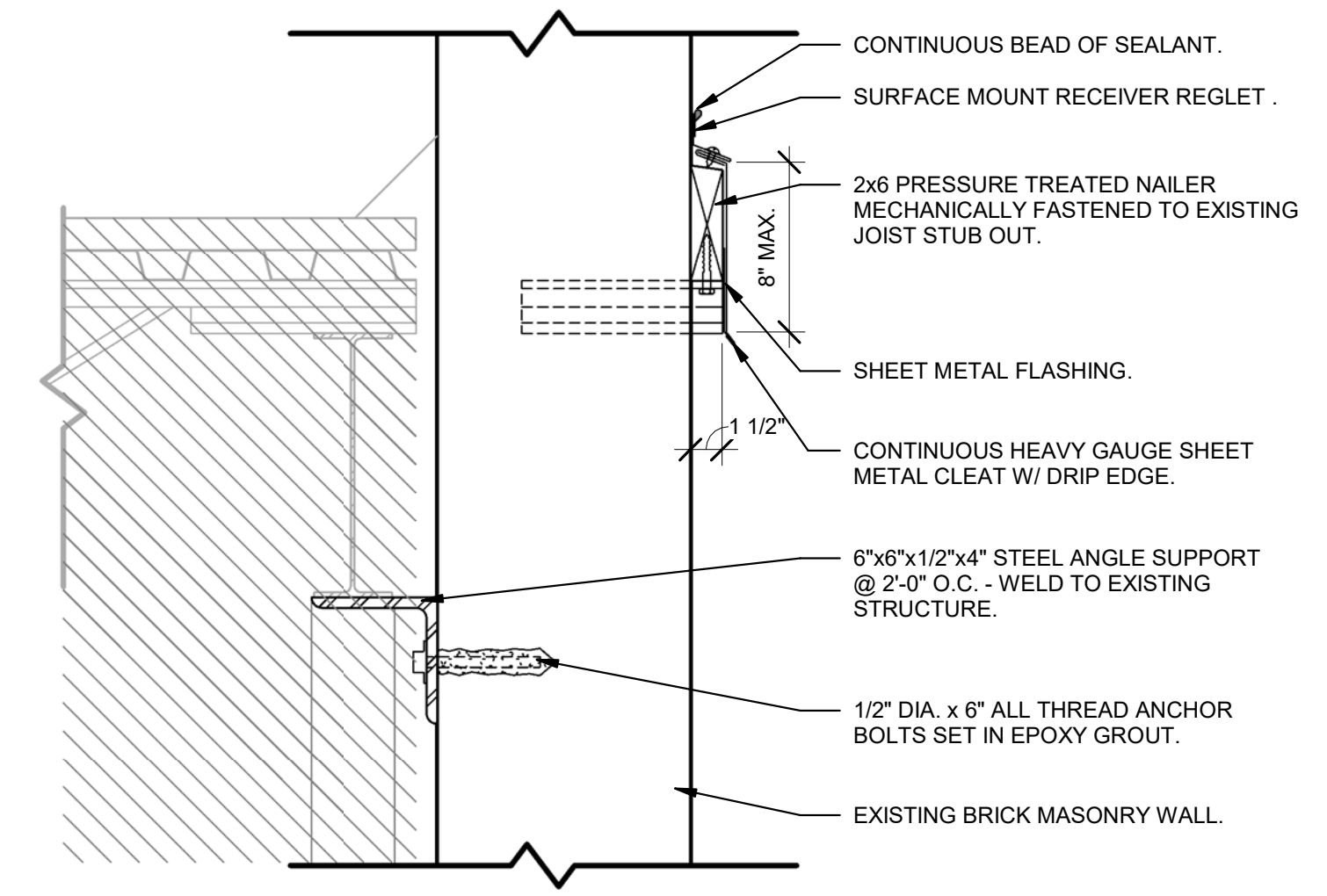
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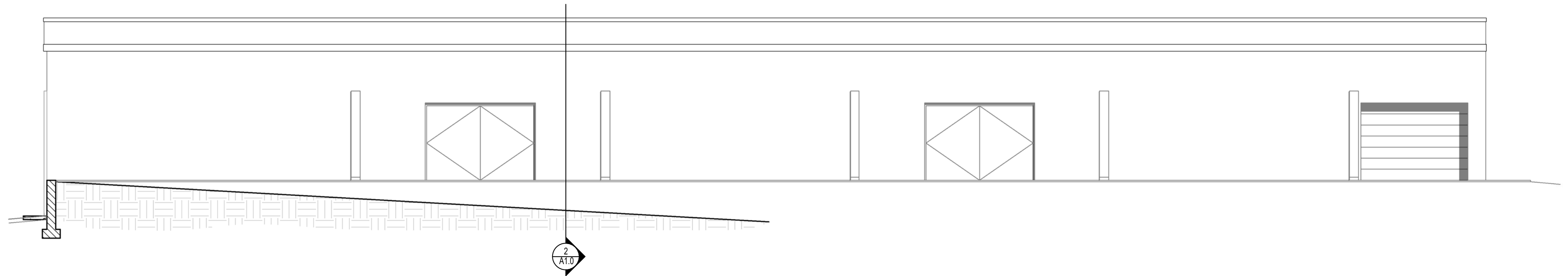
2 RENOVATION SECTION @ PARTY WALL
3/4" = 1'-0"



4 PARAPET CAP DETAIL
1 1/2" = 1'-0"



3 SECTION DETAIL
1 1/2" = 1'-0"



1 PARTY WALL RENOVATION ELEVATION
1/8" = 1'-0"

DRAWN

GGA

CHECKED

CJL / SG

FINAL DATE

12-6-2019

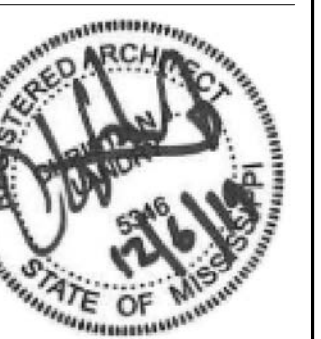
REVISION SCHEDULE

REV # REV DATE

LANDRY LEWIS GERMANY
ARCHITECTS, P. A.
5211 OLD HIGHWAY 11, HATTIESBURG, MS 39402
P: 601.271.2711 WWW.LLGARCH.COM
CREATING LANDMARKS SINCE 1910...

SHEET TITLE
RENOVATION ELEVATION, AND WALL SECTIONS

PROJECT
BIG YANK DEMOLITION
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI



CN 19 - 3746

SHEET NUMBER

A1.0



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, December 17, 2019
Re: Approve the sale of grave spaces, per attached Memo's, Receipts and Deeds.
File Number: 2019-390
Minute Book #

Summary

Approve the sale of grave spaces, per attached Memo's, Receipts and Deeds.

Recommendation Statement

I am recommending approval of Requisition No. 2019-390, Approve the sale of grave spaces.

Please place this on the December 17, 2019 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: December 3, 2019

The following represents the grave spaces sold on December 3, 2019.

Lukis Charles Williams, SR

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 46, Section 34, Highland Cemetery

Sigmund Lewis, Sr

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 103, Section 23, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: December 9, 2019

The following represents the grave spaces sold on December 9, 2019.

Dennis & Sandra Williams

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 46, Section 34, Highland Cemetery

Dennis & Sandra Williams

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 46, Section 34, Highland Cemetery

Glyness or Nell C. Keith

() Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 155, Section 21, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-26 2019

SOLD TO:

Mr. Mrs. Miss

Lukis Charles Williams, Sr.
ADDRESS 115 Tullipwood Dr. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 46 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-27 2019

SOLD TO:

Mr. Mrs. Miss

Sigmund Lewis, Sr.
ADDRESS 911 W. 6th St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 103 Section No. 23 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CH # 9174

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-03 2019

SOLD TO:

Mr.. Mrs. Miss Dennis & Sandra Williams

ADDRESS P.O. Box 16921 Hattiesburg, MS 39404

desires to purchase the grave space described below, subject to Cemetery regulations.

N SE 1/4 Lot No. 46 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-03 2019

SOLD TO:

Mr.. Mrs. Miss Dennis & Sandra Williams

ADDRESS P.O. Box 16921 Hattiesburg, MS 39404

desires to purchase the grave space described below, subject to Cemetery regulations.

NE 1/4 Lot No. 46 Section No. 34 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-06 2019

SOLD TO:

Mr.. Mrs. Miss Glyniss or Nell C. Keith

ADDRESS 2311 Carriage Rd. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

SW 1/4 Lot No. 155 Section No. 21 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CK #11981

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Lukis Charles Williams, Sr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 46 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of December, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of December 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Sigmund Lewis, Sr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 103

Section 23

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of December, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of December 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Dennis & Sandra Williams, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$)

Lot 46

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of December, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of December 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Dennis & Sandra Williams, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 46 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day December, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of December, 2019

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Glyness or Nell C. Keith, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 155 Section Number 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day December, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of December, 2019

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, December 17, 2019

Re: Approve claims docket for the period ending December 13, 2019.
File Number: 2019-378
Minute Book #

Summary

Approve claims docket for the period ending December 13, 2019.

Recommendation Statement

I recommend approval of the claims docket for the period ending December 13, 2019.

Please place this on the December 17, 2019 City Council meeting for consideration.

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 12/11/19

PERIOD ENDING DECEMBER 13, 2019

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A & R FARM AND GARDEN	310467	00195322	19001605	PAPER PICK-UP STICKS CEMETERY	12/13/19	274487	132.00-

A & R FARM AND GARDEN Sum							132.00-
00001 ADVANCE AUTO PARTS	560493257655	00194743	19001310	ENGINE U#18321 POLICE	12/13/19	274489	3,871.24-

ADVANCE AUTO PARTS Sum							3,871.24-
00001 AFFORDABLE EMERGENCY LIG 1305		00194793	19001369	REPR LIGHTS U#17529 SANIT	12/13/19	274490	120.00-
00001 AFFORDABLE EMERGENCY LIG 1310		00194705	19001483	INSTALL EQUIP/TINT U#18323	12/13/19	274490	560.00-
00001 AFFORDABLE EMERGENCY LIG 1304		00194735	19001484	REPR DOCKING STATION U#20425	12/13/19	274490	85.00-
00001 AFFORDABLE EMERGENCY LIG 1309		00195136	19001485	EQUIP REPR U#18319 & U#18325	12/13/19	274490	255.00-
00001 AFFORDABLE EMERGENCY LIG 1316		00195161	19001486	INSTALL EQUIP U#19705 POLICE	12/13/19	274490	425.00-
00001 AFFORDABLE EMERGENCY LIG 1315		00195161	19001487	REPR LIGHTBAR U#20850	12/13/19	274490	85.00-
00001 AFFORDABLE EMERGENCY LIG 1314		00195161	19001488	REPR PA SYS U#18323	12/13/19	274490	170.00-
00001 AFFORDABLE EMERGENCY LIG 1313		00195161	19001489	REPR WATCHGUARD/RADAR U#19705	12/13/19	274490	170.00-
00001 AFFORDABLE EMERGENCY LIG 1312		00195161	19001490	REPR RADAR U#17895	12/13/19	274490	85.00-

AFFORDABLE EMERGENCY LIG Sum							1,955.00-
00001 AIRGAS USA LLC (NORDAN S 9095510245		00194940	19001388	MEDICAL OXYGEN FIRE DEPT	12/13/19	274491	86.03-
00001 AIRGAS USA LLC (NORDAN S 9095610100		00194824	19001390	WELDING TOOLS FIRE MECH SHOP	12/13/19	274491	45.47-
00001 AIRGAS USA LLC (NORDAN S 9966619520		00195320	19001524	COMPRESSED GAS BOTTLES	12/13/19	274491	203.29-
00001 AIRGAS USA LLC (NORDAN S 9966619501		00195320	19001525	COMPRESSED GAS BOTTLES	12/13/19	274491	30.65-
00001 AIRGAS USA LLC (NORDAN S 9095827735		00195171	19001563	MECHANIC SHOP TOOL FIRE DEPT	12/13/19	274491	74.18-

AIRGAS USA LLC (NORDAN S Sum							439.62-
00001 AIRGAS USA, LLC (LAUREL) 9966619519		00195324	19001530	CYLINDER RENT CONSTR DEPT	12/13/19	274492	129.47-
00001 AIRGAS USA, LLC (LAUREL) 9966619500		00195376	19001597	CYLINDER RENT P/W SHOP	12/13/19	274492	309.39-

AIRGAS USA, LLC (LAUREL) Sum							438.86-
00001 AMERICAN PRINTING & OFFI 8274		00194942	19001355	REPLACE VINYL U#19708/U#19709	12/13/19	274494	1,600.00-

AMERICAN PRINTING & OFFI Sum							1,600.00-
00001 ARNOLD LINE WATER ASSN I 2145 11/20/1		00020203	19001329	SERV 10/14-11/18 #8 FIRE STA	12/13/19	274495	26.00-

ARNOLD LINE WATER ASSN I Sum							26.00-
00001 ASH MILLWORKS	50513	00194892	19001365	NEW DOOR P/W SHOP	12/13/19	274496	127.84-

ASH MILLWORKS Sum							127.84-

00001 AT&T	601M31822200	02020160	19001475	SERV 11/23-12/22/19	POLICE	12/13/19	274497	413.50-
00001 AT&T	601M23905500	00020203	19001587	VEHICLE LOC 11/28-12/27	POLICE	12/13/19	274498	202.00-

AT&T								
Sum								
00001 AT&T LONG DISTANCE SERVI	0271993957	02020167	19001588	L/DIST ONE NET 12/19		12/13/19	274499	615.50-
								166.61-

AT&T LONG DISTANCE SERVI								
Sum								
00001 AT&T MOBILITY	287273578351	00195296	19001521	MISAPPLIED PYMT ON AT&T'S PT		12/13/19	274500	166.61-
00001 AT&T MOBILITY	287290217384	00195371	19001564	WIRELESS SERV 11/19	FIRE DEPT	12/13/19	274500	1,177.05-
00001 AT&T MOBILITY	287290252011	00195372	19001568	WIRELESS SERV 11/19	PUB WORKS	12/13/19	274500	1,013.58-
								1,766.65-

AT&T MOBILITY								
Sum								
00001 AUTO ARMATURE SERVICE IN	19237	00194724	19001460	BATTERY U#16238	STREET	12/13/19	274502	3,957.28-
00001 AUTO ARMATURE SERVICE IN	19336	00195010	19001461	BATTERY U#16237	STREET	12/13/19	274502	157.95-
00001 AUTO ARMATURE SERVICE IN	19450	00195353	19001559	BATTERY U#20422	POLICE	12/13/19	274502	157.95-
00001 AUTO ARMATURE SERVICE IN	19441	00195224	19001598	BATTERY U#5753	CONSTR	12/13/19	274502	185.95-
								153.95-

AUTO ARMATURE SERVICE IN								
Sum								
00001 BADGE PASS, INC	INV49108	00195279	19001593	ID BADGE CARDS/INK	HUMAN RES	12/13/19	274504	655.80-
								252.31-

BADGE PASS, INC								
Sum								
00001 BARDING GENERATOR & STAR	172330	00195291	19001523	REPRS U#13933	FIRE DEPT	12/13/19	274505	252.31-
								552.90-

BARDING GENERATOR & STAR								
Sum								
00001 BILL'S DISCOUNT WHEEL &	31174	00195344	19001552	FLAT REPR U#19114	MPO DIV	12/13/19	274507	552.90-
								12.00-

BILL'S DISCOUNT WHEEL &								
Sum								
00001 BODY TECH INC	2651	00195032	19001599	PAINT TRUCK BED U#13514	CONST	12/13/19	274510	12.00-
								1,981.80-

BODY TECH INC								
Sum								
00001 BRUCE ROSSMEYERS DAYTONA	0102020	00195238	19001454	MOTORCYCLE LEASE 1/20-3/20		12/13/19	274515	1,981.80-
								10,200.00-

BRUCE ROSSMEYERS DAYTONA								
Sum								
00001 BURKETT RADIATOR SHOP	66428	00194876	19001400	RADIATOR REPR U#13982	HEALTH	12/13/19	274517	10,200.00-
								795.00-

BURKETT RADIATOR SHOP								
Sum								
00001 C D W GOVERNMENT	VWH5607	00194919	19001382	DOCKING STATIONS	POLICE STOCK	12/13/19	274519	795.00-
00001 C D W GOVERNMENT	TWJ1109 FRT	00192527	19001474	FREIGHT CHARGE		12/13/19	274519	935.05-
00001 C D W GOVERNMENT	VZB9046	00195162	19001595	CAR POWER ADAPTERS	POLICE	12/13/19	274519	41.58-
								1,183.60-

C D W GOVERNMENT								
Sum								
								2,160.23-

00001 C SPIRE BUSINESS (FORMER HM265087	00195229 19001446 TELECONFERENCE 11/19 COURT	12/13/19	274520	28.95-

C SPIRE BUSINESS (FORMER				
Sum				28.95-
00001 CARQUEST AUTO PARTS STOR 14758-133166	00194860 19001372 SCAGG SPINDLES CEMETERY SHOP	12/13/19	274524	254.76-
00001 CARQUEST AUTO PARTS STOR 14758-133577	00195066 19001394 REPR PTS P/W SHOP	12/13/19	274524	61.26-
00001 CARQUEST AUTO PARTS STOR 14758-133747	00195195 19001458 HAND TOOLS FIRE MECHANIC SHOP	12/13/19	274524	131.45-
00001 CARQUEST AUTO PARTS STOR 14758-132605	00195195 19001472 CREDIT PO#194350	12/13/19	274524	22.00
00001 CARQUEST AUTO PARTS STOR 14758-133428	00195195 19001473 CREDIT PO#194943	12/13/19	274524	54.00
00001 CARQUEST AUTO PARTS STOR 14758-133262	00194949 19001574 REPR PTS VARI POLICE UNITS	12/13/19	274524	144.98-
00001 CARQUEST AUTO PARTS STOR 14758-133264	00194948 19001580 REPR PTS U#19887 SANIT	12/13/19	274524	34.88-

CARQUEST AUTO PARTS STOR				
Sum				551.33-
00001 CHEM-AQUA	3756142 00195157 19001403 COOL TOWERS MNT 11/15-25/19	12/13/19	274527	583.33-

CHEM-AQUA				
Sum				583.33-
00001 CINTAS CORPORATION #J66 4036347655	00195083 19001319 UNIFORMS 12/02 PUBLIC WORKS	12/13/19	274532	263.25-
00001 CINTAS CORPORATION #J66 4036347887	00195083 19001320 UNIFORMS 12/02 PUBLIC WORKS	12/13/19	274532	146.94-
00001 CINTAS CORPORATION #J66 4036347773	00195083 19001321 UNIFORMS 12/02 PUBLIC WORKS	12/13/19	274532	111.29-
00001 CINTAS CORPORATION #J66 4036347755	00195083 19001322 UNIFORMS 12/02 PUBLIC WORKS	12/13/19	274532	25.66-
00001 CINTAS CORPORATION #J66 4036347866	00195083 19001323 UNIFORMS 12/02 PUBLIC WORKS	12/13/19	274532	45.83-
00001 CINTAS CORPORATION #J66 4036347922	00195083 19001324 UNIFORMS 12/02 PUBLIC WORKS	12/13/19	274532	23.25-
00001 CINTAS CORPORATION #J66 4036347786	00195067 19001325 UNIFORMS 12/02 P/W SHOP	12/13/19	274532	35.72-
00001 CINTAS CORPORATION #J66 4036347668	00195067 19001326 UNIFORMS 12/02 CONSTR	12/13/19	274532	74.29-
00001 CINTAS CORPORATION #J66 4036347893	00195184 19001409 UNIFORMS 12/02 TRAFFIC	12/13/19	274532	32.27-
00001 CINTAS CORPORATION #J66 4036347908	00195184 19001410 MOP/MAT 12/02 TRAFFIC	12/13/19	274532	7.90-
00001 CINTAS CORPORATION #J66 4036347819	00195220 19001467 UNIFORMS 12/02 SANIT	12/13/19	274532	138.07-
00001 CINTAS CORPORATION #J66 4036908258	00195309 19001537 UNIFORMS 12/09 PUBLIC WORKS	12/13/19	274532	175.38-
00001 CINTAS CORPORATION #J66 4036908243	00195309 19001538 UNIFORMS 12/09 PUBLIC WORKS	12/13/19	274532	143.77-
00001 CINTAS CORPORATION #J66 4036908446	00195309 19001539 UNIFORMS 12/09 PUBLIC WORKS	12/13/19	274532	77.04-
00001 CINTAS CORPORATION #J66 4036908398	00195309 19001540 UNIFORMS 12/09 PUBLIC WORKS	12/13/19	274532	45.83-
00001 CINTAS CORPORATION #J66 4036908295	00195309 19001541 UNIFORMS 12/09 PUBLIC WORKS	12/13/19	274532	25.66-
00001 CINTAS CORPORATION #J66 4036908484	00195309 19001542 UNIFORMS 12/09 PUBLIC WORKS	12/13/19	274532	23.25-
00001 CINTAS CORPORATION #J66 4036908328	00195316 19001543 UNIFORMS 12/09 P/W SHOP	12/13/19	274532	35.72-
00001 CINTAS CORPORATION #J66 4036908199	00195316 19001544 UNIFORMS 12/09 CONSTR	12/13/19	274532	74.29-
00001 CINTAS CORPORATION #J66 4036908457	00195381 19001603 UNIFORMS 12/09 SANIT	12/13/19	274532	236.90-

CINTAS CORPORATION #J66				
Sum				1,742.31-
00001 CITY OF HATTIESBURG FUND TRF 1ST 12/1	02020151 19001341 TRF 1ST 12/19 PAYROLL	12/03/19	114074	1,197,263.61-

CITY OF HATTIESBURG FUND				
Sum				1,197,263.61-
00001 COMCAST CABLEVISION OF H 839641073047	00195368 19001554 CABLE 11/30-12/29 EMP CLINIC	12/13/19	274536	148.40-
00001 COMCAST CABLEVISION OF H 839641073092	00195336 19001575 CONVERTER BOX 11/19 POLICE	12/13/19	274537	114.74-
00001 COMCAST CABLEVISION OF H 839641073092	00195336 19001576 CONVERTER BOX 12/19 POLICE	12/13/19	274538	114.73-

COMCAST CABLEVISION OF H				
Sum				377.87-

00001	COMMERCIAL STATIONERY CO	430276-0	00194545	19001405	OFFICE/JANIT SUPP P/F ACADEMY	12/13/19	274539	247.91-
00001	COMMERCIAL STATIONERY CO	430276-1	00194545	19001406	OFFICE/JANIT SUPP P/F ACADEMY	12/13/19	274539	32.21-
00001	COMMERCIAL STATIONERY CO	430469-0	00194545	19001407	OFFICE/JANIT SUPP P/F ACADEMY	12/13/19	274539	103.93-
00001	COMMERCIAL STATIONERY CO	430420-0	00194679	19001408	CLOCK P/F ACADEMY CLASSROOM	12/13/19	274539	69.59-
00001	COMMERCIAL STATIONERY CO	430876-0	00195027	19001437	MEDICAL/OFFICE SUPP P/F ACDMY	12/13/19	274539	129.81-

COMMERCIAL STATIONERY CO								
Sum								583.45-
00001	COMPLETE ENVIRONMENTAL &	9520	00195144	19001413	RECYCLES DAY 11/15 WASTE DISP	12/13/19	274540	3,589.61-

COMPLETE ENVIRONMENTAL &								
Sum								3,589.61-
00001	COMSOUTH	193799	00195342	19001566	RADIO REPAIR FIRE DEPT	12/13/19	274541	470.00-

COMSOUTH								
Sum								470.00-
00001	COURT PROGRAMS INC	INVOICE #63	00195228	19001445	ANKLE MONITORING 11/19 COURT	12/13/19	274544	7,795.00-

COURT PROGRAMS INC								
Sum								7,795.00-
00001	D P S CRIME LAB	90086123	00195307	19001520	ANALYTICAL FEES POLICE DEPT	12/13/19	274546	1,380.00-

D P S CRIME LAB								
Sum								1,380.00-
00001	DIGITAL DOLPHIN SUPPLIES	SIN128905	00194808	19001594	PRINTER TONER RECORDS DIV	12/13/19	274547	495.00-

DIGITAL DOLPHIN SUPPLIES								
Sum								495.00-
00001	EAGLE TIRE AND SERVICE	E-004010	00195234	19001493	TIRES U#14700 FIRE DEPT	12/13/19	274549	287.12-

EAGLE TIRE AND SERVICE								
Sum								287.12-
00001	ECONOMY SUPPLY CO	024515	00195079	19001398	PAINT FOR NATURE SIGN	12/13/19	274550	59.40-
00001	ECONOMY SUPPLY CO	024803	00195209	19001459	BLDG MATLS P/W TRAILER REPR	12/13/19	274550	73.60-

ECONOMY SUPPLY CO								
Sum								133.00-
00001	EDWARDS, FRANCES (REFUND DAMAGE DEP R	02020163	19001512	DAMAGE DEPOSIT REFUND		12/13/19	274551	600.00-

EDWARDS, FRANCES (REFUND								
Sum								600.00-

00001	EMPIRE TRUCK SALES (H'BU	CE006157523:	00193818	19001529	REPR PTS U#16082 STREET	12/13/19	274553	50.11-
00001	EMPIRE TRUCK SALES (H'BU	CE006157438:	00193476	19001531	REPR PTS U#19755 SANIT	12/13/19	274553	165.85-
00001	EMPIRE TRUCK SALES (H'BU	CE006157832:	00193476	19001532	REPR PTS U#20091 SANIT	12/13/19	274553	1,291.59-
00001	EMPIRE TRUCK SALES (H'BU	CE006157437:	00193476	19001533	REPR PTS U#20069 SANIT	12/13/19	274553	134.67-
00001	EMPIRE TRUCK SALES (H'BU	CE006157436:	00193476	19001534	REPR PTS U#19755 SANIT	12/13/19	274553	686.73-
00001	EMPIRE TRUCK SALES (H'BU	CE006157529:	00193476	19001535	FREIGHT CHARGE CREDIT	12/13/19	274553	8.00
00001	EMPIRE TRUCK SALES (H'BU	CE006157838:	00193476	19001536	CREDIT INV#CE006157436:01	12/13/19	274553	112.70
00001	EMPIRE TRUCK SALES (H'BU	RE006031301:	00194244	19001549	REPRS U#19948 SANIT	12/13/19	274553	953.48-
00001	EMPIRE TRUCK SALES (H'BU	CE006159164:	00194899	19001581	REPR PTS U#20073 SANIT	12/13/19	274553	38.36-
00001	EMPIRE TRUCK SALES (H'BU	CE014240408:	00195293	19001582	REPR PTS U#20089 SANIT	12/13/19	274553	379.50-

EMPIRE TRUCK SALES (H'BU								
Sum								3,579.59-
00001	FASTENAL COMPANY	MSHAT222628	00194939	19001366	VARI BLADES CONSTR DEPT/SHOP	12/13/19	274556	240.39-
00001	FASTENAL COMPANY	MSHAT222526	00194742	19001424	RAIN BOOTS PUBLIC WORKS CREWS	12/13/19	274556	280.68-
00001	FASTENAL COMPANY	MSHAT222745	00194742	19001425	RAIN BOOTS PUBLIC WORKS CREWS	12/13/19	274556	88.92-

FASTENAL COMPANY								
Sum								609.99-
00001	FEDERAL EXPRESS	6-851-11362 (	00195245	19001480	SERV 11/21/19 MPO DIV	12/13/19	274557	18.29-

FEDERAL EXPRESS								
Sum								18.29-
00001	FERGUSON ENTERPRISES INC	9824399	00195045	19001492	PLUMB SUPP #6 STA TOILET REPR	12/13/19	274558	139.70-

FERGUSON ENTERPRISES INC								
Sum								139.70-
00001	FORESTRY SUPPLIERS INC	626069-00	00195119	19001548	SAFETY VEST ENGR DEPT	12/13/19	274561	59.87-

FORESTRY SUPPLIERS INC								
Sum								59.87-
00001	FUELMAN OF MS	BG127044 NP5	00195330	19001573	FUEL CHGS 12/2-8/19 POLICE	12/13/19	274562	28.24-

FUELMAN OF MS								
Sum								28.24-
00001	FV RECYCLING	2019-5710	00195150	19001414	RECYCLE FEES 11/19 SANIT	12/13/19	274563	116.25-
00001	FV RECYCLING	2019-5726	00195150	19001415	RECYCLE FEES 11/19 SANIT	12/13/19	274563	59.00-
00001	FV RECYCLING	2019-5727	00195150	19001416	RECYCLE FEES 11/19 SANIT	12/13/19	274563	3.75-
00001	FV RECYCLING	2019-5842	00195150	19001417	RECYCLE FEES 11/19 SANIT	12/13/19	274563	67.00-
00001	FV RECYCLING	2019-5844	00195150	19001418	RECYCLE FEES 11/19 SANIT	12/13/19	274563	123.75-
00001	FV RECYCLING	2019-5873	00195150	19001419	RECYCLE FEES 11/19 SANIT	12/13/19	274563	38.50-
00001	FV RECYCLING	2019-5845	00195150	19001420	RECYCLE FEES 11/25 SANIT	12/13/19	274563	29.25-
00001	FV RECYCLING	2019-5988	00195150	19001421	RECYCLE FEES 12/19 SANIT	12/13/19	274563	27.25-
00001	FV RECYCLING	2019-5987	00195150	19001422	RECYCLE FEES 12/02 SANIT	12/13/19	274563	13.50-

FV RECYCLING								
Sum								478.25-
00001	GILLILANDS ELECTRONICS S	70537	00194515	19001367	CHECK PHONE LINE TRAFF/CONSTR	12/13/19	274564	85.00-
00001	GILLILANDS ELECTRONICS S	70685	00195230	19001447	MNTHLY PHONE RENT MUN COURT	12/13/19	274564	261.99-

GILLILANDS ELECTRONICS S								
Sum								346.99-

00001 HANCOCK BANK TRUST & FIN 11/27/19 DUE 02020147 19001343 MDB 2001 BONDS 12/22/18	12/03/19	114077	2,122.02-

HANCOCK BANK TRUST & FIN			
Sum			2,122.02-
00001 HARBOR FREIGHT TOOLS 902815 00194822 19001411 A/C SUPP CONSTR VAN STOCK	12/13/19	274571	55.94-

HARBOR FREIGHT TOOLS			
Sum			55.94-
00001 HATTIESBURG HYDRAULICS I 81598 00194714 19001583 REPR PTS U#21387 SANIT	12/13/19	274572	201.03-
00001 HATTIESBURG HYDRAULICS I 81329 00194214 19001596 REPR PTS U#15048 STREET	12/13/19	274572	99.18-
00001 HATTIESBURG HYDRAULICS I 81658 00194701 19001600 REPR PTS U#20072 SANIT	12/13/19	274572	302.28-
00001 HATTIESBURG HYDRAULICS I 81509 00194523 19001604 REPR PTS U#18556 STREET	12/13/19	274572	304.18-

HATTIESBURG HYDRAULICS I			
Sum			906.67-
00001 HOLLAND VETERINARY HOSPI ACCT#85 2676 00193341 19001555 DOG FOOD POLICE K-9	12/13/19	274573	137.12-
00001 HOLLAND VETERINARY HOSPI ACCT#85 2688 00193341 19001556 DOG FOOD POLICE K-9	12/13/19	274573	137.12-
00001 HOLLAND VETERINARY HOSPI ACCT#85 2795 00193341 19001557 DOG FOOD POLICE K-9	12/13/19	274573	404.12-
00001 HOLLAND VETERINARY HOSPI ACCT#85 2858 00194802 19001572 DOG FOOD POLICE K-9	12/13/19	274573	678.36-

HOLLAND VETERINARY HOSPI			
Sum			1,356.72-
00001 HUB CITY WEST FARM & GAR PO#194849 12 00194849 19001438 MINOR EQUIP/SUPP ANIMAL CTRL	12/13/19	274575	309.98-

HUB CITY WEST FARM & GAR			
Sum			309.98-
00001 INTL ASSN OF FIRE CHIEFS 55669 STEWAR 00195051 19001318 2020 MBRSHP DUES STEWART	12/13/19	274577	225.00-

INTL ASSN OF FIRE CHIEFS			
Sum			225.00-
00001 IRBY, STUART C CO S011634544.0 00194497 19001508 TOOLS CONSTR DEPT ELEC WORK	12/13/19	274578	127.82-
00001 IRBY, STUART C CO S011679524 00194497 19001511 CREDIT INV#S011634544.001	12/13/19	274578	79.97

IRBY, STUART C CO			
Sum			47.85-
00001 LAMAR AUTO SALVAGE INC 622911 00194961 19001464 FENDER/GRILL U#13514 CONSTR	12/13/19	274584	250.00-
00001 LAMAR AUTO SALVAGE INC 622971 00194961 19001465 TAILGATE/LIGHTS U#19101 CONST	12/13/19	274584	700.00-

LAMAR AUTO SALVAGE INC			
Sum			950.00-
00001 LANDRY LEWIS GERMANY ARC CN 18-3707.4 00195253 19001499 SERVS #9 FIRE STATION	12/13/19	274585	12,000.00-
00001 LANDRY LEWIS GERMANY ARC CN 19-3707.4 00195254 19001500 SERVS #9 FIRE STATION	12/13/19	274585	6,000.00-
00001 LANDRY LEWIS GERMANY ARC CN 19-3746 00195255 19001501 SERVS BIG YANK DEMO PASS THRU	12/13/19	274585	2,000.00-

LANDRY LEWIS GERMANY ARC			
Sum			20,000.00-
00001 LARD OIL COMPANY 1007131-IN 00195057 19001389 OIL CHANGE SUPP ALL FIRE UNTS	12/13/19	274586	1,098.78-
00001 LARD OIL COMPANY 1011192-IN 00195103 19001397 A/C MAINT GREASE CONSTR DEPT	12/13/19	274586	25.60-

LARD OIL COMPANY			
Sum			1,124.38-

00001 LARRY'S WRECKER SERVICE	6748	00195053 19001312 TOWING U#18323 POLICE	12/13/19	274587	55.00-
00001 LARRY'S WRECKER SERVICE	6853	00195110 19001313 TOWING U#18332 POLICE	12/13/19	274587	55.00-
00001 LARRY'S WRECKER SERVICE	6806	00195110 19001314 TOWING U#18327 POLICE	12/13/19	274587	55.00-
00001 LARRY'S WRECKER SERVICE	6805	00195110 19001315 TOWING U#18203 POLICE	12/13/19	274587	55.00-
00001 LARRY'S WRECKER SERVICE	6745	00195110 19001316 TOWING U#16640 POLICE	12/13/19	274587	65.00-
00001 LARRY'S WRECKER SERVICE	6816	00195354 19001560 TOWING U#19706 POLICE	12/13/19	274587	55.00-
00001 LARRY'S WRECKER SERVICE	6858	00195354 19001561 TOWING U#19700 POLICE	12/13/19	274587	55.00-
00001 LARRY'S WRECKER SERVICE	6818	00195354 19001562 TOWING U#20427 POLICE	12/13/19	274587	55.00-
00001 LARRY'S WRECKER SERVICE	6815	00195355 19001570 TOWING U#9038 ANIMAL CONTROL	12/13/19	274587	65.00-

LARRY'S WRECKER SERVICE					
Sum					515.00-
00001 LOCAL IMPACT ANALYTICS	101801	00195082 19001309 2019 CRISI GRANT APPLICATION	12/13/19	274590	4,500.00-

LOCAL IMPACT ANALYTICS					
Sum					4,500.00-
00001 LOWE'S OF HATTIESBURG IN	935944	00194654 19001363 FLATFREE TIRES TRAFFIC DEPT	12/13/19	274591	64.56-
00001 LOWE'S OF HATTIESBURG IN	935943	00194651 19001364 HAND LIGHTS P/W SHOP	12/13/19	274591	64.36-
00001 LOWE'S OF HATTIESBURG IN	967761	00194817 19001368 DEMO/CLEANUP EQUIP 11/20/19	12/13/19	274591	199.86-

LOWE'S OF HATTIESBURG IN					
Sum					328.78-
00001 MAGNOLIA DATA SOLUTIONS,	31887	00195146 19001423 RECYCLES DAY 11/15 WASTE DSPL	12/13/19	274594	966.25-

MAGNOLIA DATA SOLUTIONS,					
Sum					966.25-
00001 MAPLES GAS COMPANY	163267	00194998 19001443 GAS FOR P/W FUEL STATION	12/13/19	274595	11,841.40-
00001 MAPLES GAS COMPANY	163704	00195071 19001476 GAS/DIESEL P/W FUEL STATION	12/13/19	274595	13,203.40-
00001 MAPLES GAS COMPANY	164303	00195310 19001592 GAS/DIESEL P/W FUEL STATION	12/13/19	274595	16,474.30-

MAPLES GAS COMPANY					
Sum					41,519.10-
00001 MAREE, JACOBUS PETRUS (R MUNICIPAL CO	02020145	19001330 MUNICIPAL COURT REFUND	12/13/19	274596	1,348.00-

MAREE, JACOBUS PETRUS (R					
Sum					1,348.00-
00001 MCALISTERS DELI	304406	00193700 19001455 FOOD CIT TRAINING P/F ACDMY	12/13/19	274598	315.00-

MCALISTERS DELI					
Sum					315.00-
00001 MCCi LLC	00018879	00195222 19001448 SCANNED IMAGES PROJECT 9/19	12/13/19	274599	1,840.68-
00001 MCCi LLC	00019218	00195226 19001449 SCANNED IMAGES PROJECT 10/19	12/13/19	274599	1,449.36-
00001 MCCi LLC	00019466	00195227 19001450 SCANNED IMAGES PROJECT 11/19	12/13/19	274599	4,508.52-

MCCi LLC					
Sum					7,798.56-
00001 MCCULLUM, LYDIA (REFUNDS DAMAGE DEP R	02020163	19001513 DAMAGE DEPOSIT REFUND	12/13/19	274600	500.00-

MCCULLUM, LYDIA (REFUNDS					
Sum					500.00-

00001 MCELHANEY PLUMBING INC	281839	00195164 19001462 PLUMB SUPP P/W SHOP RESTROOM	12/13/19	274601	25.71-
00001 MCELHANEY PLUMBING INC	281835	00195160 19001466 PLUMB SUPP (AUGER) CONSTR	12/13/19	274601	39.95-

MCELHANEY PLUMBING INC					
Sum					
00001 METRO CRIMESTOPPERS INC	CITY COURT C	02020141 19001345 CITY COURT COST 11/19	12/03/19	114079	65.66-
					719.89-

METRO CRIMESTOPPERS INC					
Sum					
00001 MID SOUTH UNIFORM & SUPP	599234	00192515 19001353 DRESS COAT CHIEF PARKER	12/13/19	274602	719.89-
00001 MID SOUTH UNIFORM & SUPP	599233	00194794 19001379 UNIFORMS SHIRTS SHELBOURN	12/13/19	274602	298.00-
00001 MID SOUTH UNIFORM & SUPP	599289	00194885 19001453 UNIFORM SHIRTS SMITH/STOCK	12/13/19	274602	131.00-
					131.00-

MID SOUTH UNIFORM & SUPP					
Sum					
00001 MOORE'S LOCK AND KEY LLC	025465	00194282 19001386 INSTALL LOCKS ACDMY RESTROOMS	12/13/19	274605	560.00-
					223.00-

MOORE'S LOCK AND KEY LLC					
Sum					
00001 MS DEPT OF PUBLIC SFTY/C	11/19	02020143 19001346 11/19	12/03/19	114080	223.00-
					1,485.46-

MS DEPT OF PUBLIC SFTY/C					
Sum					
00001 MS MUNICIPAL LIABILITY P	0108GL2020-0	00195123 19001378 LIABILITY PREMIUM RENEWAL	12/13/19	274606	1,485.46-
					476,847.23-

MS MUNICIPAL LIABILITY P					
Sum					
00001 MS POWER COMPANY	12/19 GENERA	00020205 19001589 MNTHLY ELEC-GENERAL	12/13/19	274607	476,847.23-
					10,755.82-

MS POWER COMPANY					
Sum					
00001 MS STATE DEVELOPMENT AUT GRANT #R-103	02020149	19001441 HCL LEVERAGE LENDER PMT #84	12/05/19	114082	10,755.82-
					10,117.67-

MS STATE DEVELOPMENT AUT					
Sum					
00001 MS STATE/TREASURER/FINAN	FINE COLLECT	02020142 19001342	12/03/19	114076	10,117.67-
					47,432.41-

MS STATE/TREASURER/FINAN					
Sum					
00001 MS TURF	311212	00195063 19001426 GRASS SOD FOR CEMETERIES	12/13/19	274609	47,432.41-
					230.00-

MS TURF					
Sum					
00001 MSP ENTERPRISES, LLC	120219	00195325 19001526 LOT CLEARING 12/19 LAND CODE	12/13/19	274610	230.00-
00001 MSP ENTERPRISES, LLC	120419	00195325 19001527 LOT CLEARING 12/19 LAND CODE	12/13/19	274610	5,166.86-
00001 MSP ENTERPRISES, LLC	120419-1	00195325 19001528 LOT CLEARING 12/19 LAND CODE	12/13/19	274610	1,777.60-
00001 MSP ENTERPRISES, LLC	120619	00195328 19001577 LOT CLEARING 813 NEW ORLEANS	12/13/19	274610	1,158.00-
					1,300.70-

MSP ENTERPRISES, LLC					
Sum					
					9,403.16-

00001 NATL RIFLE ASSN (LEAD)	00131405250	00195214	19001456	3 YR MBRSHP DUES C JOHNSON	12/13/19	274612	100.00-
00001 NATL RIFLE ASSN (LEAD)	000152131924	00195214	19001457	3 YR MBRSHP DUES FONTAINE	12/13/19	274612	100.00-

NATL RIFLE ASSN (LEAD)							
Sum							200.00-
00001 NEWELL PAPER COMPANY	4070071	00194040	19001352	COPY PAPER POLICE DEPT	12/13/19	274613	305.80-
00001 NEWELL PAPER COMPANY	4069948	00194941	19001362	JANIT SUPP TRAFFIC/CONSTR	12/13/19	274613	36.66-
00001 NEWELL PAPER COMPANY	4069609	00194784	19001370	JANIT SUPP CEMETERY	12/13/19	274613	827.82-
00001 NEWELL PAPER COMPANY	4069971	00194784	19001371	JANIT SUPP CEMETERY	12/13/19	274613	250.00-
00001 NEWELL PAPER COMPANY	4070505	00195074	19001545	JANIT SUPP POLICE DEPT	12/13/19	274613	26.37-

NEWELL PAPER COMPANY							
Sum							1,446.65-
00001 OFFICE DEPOT INC	2361365550	00194952	19001348	OFFICE SUPP M/ADM	12/13/19	274617	47.01-
00001 OFFICE DEPOT INC	406468628001	00194883	19001349	OFFICE SUPP URBAN DEV	12/13/19	274617	92.71-
00001 OFFICE DEPOT INC	406469226001	00194883	19001350	OFFICE SUPP URBAN DEV	12/13/19	274617	20.49-
00001 OFFICE DEPOT INC	406456484001	00194878	19001358	OFFICE SUPP/PAPER LAND CODE	12/13/19	274617	241.91-
00001 OFFICE DEPOT INC	407030035001	00194971	19001359	OFFICE SUPP LAND CODE	12/13/19	274617	27.98-
00001 OFFICE DEPOT INC	407029823001	00194971	19001360	OFFICE SUPP LAND CODE	12/13/19	274617	259.89-
00001 OFFICE DEPOT INC	407028201001	00194972	19001361	OFFICE SUPP LAND CODE	12/13/19	274617	335.50-
00001 OFFICE DEPOT INC	410244701001	00195068	19001551	OFFICE SUPP M/ADM	12/13/19	274617	69.90-

OFFICE DEPOT INC							
Sum							1,095.39-
00001 OFFICE PRODUCTS PLUS	880301-0	00193711	19001546	HFD PUBLIC EDUCATION SUPP	12/13/19	274618	89.98-
00001 OFFICE PRODUCTS PLUS	878900-0	00193381	19001547	OFFICE SUPP ENGR DEPT	12/13/19	274618	29.79-

OFFICE PRODUCTS PLUS							
Sum							119.77-
00001 OWENS BUSINESS MACHINES	3884729	00195177	19001401	COPIER 11/19 M/ADM	12/13/19	274620	120.46-
00001 OWENS BUSINESS MACHINES	388428	00195177	19001402	COPIER 12/19 M/ADM	12/13/19	274620	187.00-

OWENS BUSINESS MACHINES							
Sum							307.46-
00001 PARISH TRACTOR (HATTIESB	02-105286	00194271	19001328	REPR PTS U#20373/15999 HLTH	12/13/19	274621	244.45-

PARISH TRACTOR (HATTIESB							
Sum							244.45-
00001 PARKER, ANDY	TRAV ADVANCE	00195183	19001427	TRAV ADV PAAM CONF BILOXI	12/13/19	274622	157.00-

PARKER, ANDY							
Sum							157.00-
00001 PATTERSON AUTO ELECTRIC	80390	00195054	19001356	A/C REPAIR U#17837 POLICE	12/13/19	274625	767.98-

PATTERSON AUTO ELECTRIC							
Sum							767.98-
00001 PATTERSON, SHERYL	TRAV ADVANCE	00195121	19001387	TRAV ADV DRUG RECOGNITN SCHL	12/13/19	274626	460.00-

PATTERSON, SHERYL							
Sum							460.00-

00001 PEARL RIVER VALLEY EPA (12/19 GENERA	00020205	19001590	MNTHLY 12/19 PUBLIC SERVICES	12/13/19	274628	5,157.34-

PEARL RIVER VALLEY EPA (						
Sum						5,157.34-
00001 PIERCON INC	001-CH-TDCR	00191814	19001429 RPLACE DAMAGED CANOPY T DEPOT	12/13/19	274630	18,216.00-

PIERCON INC						
Sum						18,216.00-
00001 PINE BELT OIL COMPANY IN	10719625	00194999	19001444 DIESEL FOR P/W FUEL STATION	12/13/19	274632	7,933.79-
00001 PINE BELT OIL COMPANY IN	POLICE 11/1-	00195199	19001451 MINIT MART FUEL CHGS 11/19	12/13/19	274632	569.71-
00001 PINE BELT OIL COMPANY IN	FIRE 11/1-11	00195199	19001452 MINIT MART FUEL CHGS 11/19	12/13/19	274632	1,924.83-
00001 PINE BELT OIL COMPANY IN	1393053	00195203	19001463 GAS CARDS POLICE DEPT UNITS	12/13/19	274632	420.96-

PINE BELT OIL COMPANY IN						
Sum						10,849.29-
00001 PRECISION DELTA CORP	15714	00195044	19001357 TRAINING AMMUNITION P/F ACDMY	12/13/19	274638	229.70-

PRECISION DELTA CORP						
Sum						229.70-
00001 PROFESSIONAL ARBORTIST A REG PARKER 1	00195182	19001428	REG PARKER CONF BILOXI	12/13/19	274639	150.00-

PROFESSIONAL ARBORTIST A						
Sum						150.00-
00001 PROTECTION AGENCY & SECU	1046	02020164	19001514 SECURITY DET DKT 12/13/19	12/13/19	274640	134.75-
00001 PROTECTION AGENCY & SECU	1050	02020164	19001515 SECURITY DET DKT 12/13/19	12/13/19	274640	152.00-
00001 PROTECTION AGENCY & SECU	1054	02020164	19001516 SECURITY DET DKT 12/13/19	12/13/19	274640	95.00-
00001 PROTECTION AGENCY & SECU	1057	02020164	19001517 SECURITY DET DKT 12/13/19	12/13/19	274640	114.00-

PROTECTION AGENCY & SECU						
Sum						495.75-
00001 REGIONS CARDHOLDER SERVI	7079 11/29/1	00194935	19001331 AIRFARE BARKER WASHINGTON DC	12/13/19	274642	668.59-
00001 REGIONS CARDHOLDER SERVI	7079 11/29/1	00194494	19001332 WEBPAGE AD MIDNIGHT/FRONT ST	12/13/19	274642	28.81-
00001 REGIONS CARDHOLDER SERVI	7079 11/29/1	00194496	19001333 WEBPAGE MARKET/AD PURCHASE	12/13/19	274642	162.72-
00001 REGIONS CARDHOLDER SERVI	7079 11/29/1	00194915	19001334 OFFICE SUPP URBAN DEV	12/13/19	274642	42.65-
00001 REGIONS CARDHOLDER SERVI	7079 11/29/1	00193921	19001335 TRAV ADV RUSSELL FTA WRKSHOP	12/13/19	274642	521.94-
00001 REGIONS CARDHOLDER SERVI	7079 11/29/1	00194783	19001336 HOTEL RUSSELL FTA WORKSHOP	12/13/19	274642	432.33-
00001 REGIONS CARDHOLDER SERVI	7079 11/29/1	00194297	19001337 REG LAW ENF HIRING EXPO 12/3	12/13/19	274642	400.00-
00001 REGIONS CARDHOLDER SERVI	7079 11/29/1	00194487	19001338 REG RIGSBY EVIDENCE TRAINING	12/13/19	274642	325.00-
00001 REGIONS CARDHOLDER SERVI	7079 11/29/1	00194487	19001339 REG K SMITH EVIDENCE MGMT	12/13/19	274642	175.00-
00001 REGIONS CARDHOLDER SERVI	7079 11/29/1	00195028	19001340 LIGHT BULBS CHRISTMAS 2019	12/13/19	274642	23.52-

REGIONS CARDHOLDER SERVI						
Sum						2,780.56-
00001 RICHARD & THOMAS, PLLC	19-CV-00209-	00195346	19001553 SERVS FIRE STATION #2	12/13/19	274643	2,969.08-

RICHARD & THOMAS, PLLC						
Sum						2,969.08-

00001	RICOH	CORP	32689669	00195046	19001307	COPIER 11/15-12/14 HUMAN RES	12/13/19	274644	221.67-
00001	RICOH	CORP	32689879	00195247	19001477	COPIER 12/19 PLANNING DIV	12/13/19	274644	232.90-
00001	RICOH	CORP	32688988	00195249	19001495	COPIER 12/19 LAND CODE	12/13/19	274644	110.00-
00001	RICOH	CORP	5058188633	00195289	19001496	COPIER 11/19 LAND CODE	12/13/19	274644	173.49-
00001	RICOH	CORP	5058187493	00195295	19001519	COPIER OVRGS 11/19 HUMAN RES	12/13/19	274644	59.06-

RICOH CORP									
Sum									
00001	RJ	YOUNG COMPANY	INV3391918	00195056	19001317	COPIER 10/24-11/23/19 POLICE	12/13/19	274645	797.12-
00001	RJ	YOUNG COMPANY	INV3396983	00195126	19001385	COPIER 10/28-11/27 DETECTIVES	12/13/19	274645	253.00-
00001	RJ	YOUNG COMPANY	INV3391701	00195251	19001507	COPIER 10/25-11/24 ENGR DEPT	12/13/19	274645	492.00-
00001	RJ	YOUNG COMPANY	INV3400836	00195319	19001518	COPIER 10/28-11/27 COUNCIL	12/13/19	274645	262.00-
00001	RJ	YOUNG COMPANY	INV3397874	00195373	19001565	COPIER 10/28-11/27 FIRE ADM	12/13/19	274645	83.15-

RJ YOUNG COMPANY									
Sum									
00001	ROGERS, KEVIN		TITLE OPINIO	00195276	19001494	(3) TITLE OPINIONS LAND CODE	12/13/19	274648	1,284.15-

ROGERS, KEVIN									
Sum									
00001	SACKS	OUTDOOR SUPPLY	RC1000119785	00194710	19001380	UNIFORM PANTS PKING ATTENDANT	12/13/19	274651	750.00-
00001	SACKS	OUTDOOR SUPPLY	RC1000119786	00194776	19001381	UNIFORM SHOES/PANTS HARRIS	12/13/19	274651	99.98-
00001	SACKS	OUTDOOR SUPPLY	1082	00193882	19001481	BDU'S FOR POLICE STOCK	12/13/19	274651	229.98-
00001	SACKS	OUTDOOR SUPPLY	RC1000119648	00194434	19001482	BDU'S FOR LT TAPP	12/13/19	274651	1,394.55-

SACKS OUTDOOR SUPPLY									
Sum									
00001	SCOTTS	HYDRAULIC SERVICE	39566	00195168	19001491	PUMP TESTING TOOLS FIRE DEPT	12/13/19	274653	99.98-

SCOTTS HYDRAULIC SERVICE									
Sum									
00001	SETCOM	CORPORATION	40106	00195167	19001404	ADDL AMT DUE PO#194568	12/13/19	274654	282.42-

SETCOM CORPORATION									
Sum									
00001	SHERWIN-WILLIAMS COMPANY	4092-2	00195130	19001399	PAIN	FOR YOUTH ART MUSEUM	12/13/19	274656	282.42-
00001	SHERWIN-WILLIAMS COMPANY	2306-8	00193627	19001509	PLUMB SUPP CONSTR DEPT		12/13/19	274656	53.70-

SHERWIN-WILLIAMS COMPANY									
Sum									
00001	SHOWS	DEARMAN & WAITS IN	21153	00195257	19001502	SWRVS 10/26-11/23 BRADYLP RD	12/13/19	274658	102.20-
00001	SHOWS	DEARMAN & WAITS IN	21154	00195258	19001503	SRVS 10/26-11/23 FEMA CULVRTS	12/13/19	274658	4,500.00-
00001	SHOWS	DEARMAN & WAITS IN	21156	00195259	19001504	SRVS 10/26-11/23 FEMA WTRSHED	12/13/19	274658	2,577.50-
00001	SHOWS	DEARMAN & WAITS IN	21184	00195270	19001505	SRVS TMBRTN PHASE V PLAT	12/13/19	274658	2,472.50-
00001	SHOWS	DEARMAN & WAITS IN	21186	00195272	19001506	SRVS 10/26-11/23 GEN ENGR	12/13/19	274658	5,690.00-

SHOWS DEARMAN & WAITS IN									
Sum									
00001	SOLAR	SUPPLY INC	3423186	00193647	19001354	A/C PTS NEW SERVICE CENTER	12/13/19	274660	20,852.50-

SOLAR SUPPLY INC									
Sum									
54.63-									

00001 SOUTHERN FINANCIAL SYSTE CMCHAT3 11/1 02020153 19001374 POLICE FINES COLL.FEE	12/13/19	274661	145.38-
00001 SOUTHERN FINANCIAL SYSTE CMCHAT2 11/1 02020154 19001375 POLICE FINES COLL.FEE	12/13/19	274661	174.90-

SOUTHERN FINANCIAL SYSTE			
Sum			320.28-
00001 SOUTHERN FIRE & SPRINKLE 09-19439 00195331 19001571 SPRINKLER INSP 1410 W PINE ST	12/13/19	274662	544.00-

SOUTHERN FIRE & SPRINKLE			
Sum			544.00-
00001 SOUTHERN MISSISSIPPI APP MATHIS 00195348 19001567 APPRAISAL CAMP & S 20TH AVE	12/13/19	274664	450.00-

SOUTHERN MISSISSIPPI APP			
Sum			450.00-
00001 SOUTHERN TIRE MART LLC (2520021526 00195052 19001393 TIRE REPR U#20315 FIRE DEPT	12/13/19	274667	145.95-

SOUTHERN TIRE MART LLC (			
Sum			145.95-
00001 SPEEDY PRINTING & SIGNS 27346 00195070 19001440 RPLCMNT SIGN HILND CEMETERY	12/13/19	274668	375.00-
00001 SPEEDY PRINTING & SIGNS 27226 00193989 19001497 TRUCK DECALS PUBLIC WORKS	12/13/19	274668	400.00-

SPEEDY PRINTING & SIGNS			
Sum			775.00-
00001 SPIRE ENERGY 12/19 GENERA 00020205 19001591 MNTHLY GAS-GENERAL	12/13/19	274670	5,660.07-

SPIRE ENERGY			
Sum			5,660.07-
00001 STANDARD OFFICE SUPPLY C 08428 00194526 19001434 OFFICE SUPP CITY CLERK/TAX	12/13/19	274672	137.97-
00001 STANDARD OFFICE SUPPLY C 08427 00194526 19001435 OFFICE SUPP CITY CLERK/TAX	12/13/19	274672	115.44-
00001 STANDARD OFFICE SUPPLY C 08666 00194526 19001436 OFFICE SUPP CITY CLERK/TAX	12/13/19	274672	16.50-

STANDARD OFFICE SUPPLY C			
Sum			269.91-
00001 STAPLES 3431663889 00194884 19001308 OFFICE SUPP URBAN DEV	12/13/19	274673	94.56-
00001 STAPLES 3432035055 00195000 19001376 OFFICE SUPP MPO DIVISION	12/13/19	274673	251.89-
00001 STAPLES 3432763028 00195000 19001377 OFFICE SUPP MPO DIVISION	12/13/19	274673	9.29-
00001 STAPLES 3432035053 00195000 19001395 CREDIT INV#3427647800	12/13/19	274673	12.29
00001 STAPLES 3432035054 00195000 19001396 CREDIT INV#3430763180	12/13/19	274673	4.08

STAPLES			
Sum			339.37-
00001 THYSSENKRUPP ELEVATOR CO 3004953864 00195285 19001510 MAINT 12/19 PINE ST GARAGE	12/13/19	274676	499.75-

THYSSENKRUPP ELEVATOR CO			
Sum			499.75-
00001 TMH 206815 00195338 19001550 AUDIT INTERIM BILLING FY 19	12/13/19	274677	14,800.00-

TMH			
Sum			14,800.00-

00001 TRACTOR SUPPLY	100290295	00195021 19001558 FENCE FOR EVIDENCE POLICE DEP	12/13/19	274680	299.99-
00001 TRACTOR SUPPLY	200598942	00194729 19001569 RPLCMNT SEAT U#15892 SANIT	12/13/19	274680	159.99-

TRACTOR SUPPLY					
Sum					459.98-
00001 TRANSUNION RISK AND ALTE	362606 12/01	00195137 19001383 ONLINE INVESTIGATION	12/13/19	274681	127.95-

TRANSUNION RISK AND ALTE					
Sum					127.95-
00001 TRUCKPRO LLC	039-0672774	00194569 19001584 REPR PTS U#20073 SANIT	12/13/19	274682	164.96-
00001 TRUCKPRO LLC	039-0673750	00195281 19001585 REPR PTS U#20089 SANIT	12/13/19	274682	918.74-

TRUCKPRO LLC					
Sum					1,083.70-
00001 TRUSTMARK NATIONAL BANK/	11/28/19	02020148 19001347 PUBLIC SAFETY COMP AGENT FEES	12/03/19	114081	3,000.00-

TRUSTMARK NATIONAL BANK/					
Sum					3,000.00-
00001 TYLER TECHNOLOGIES INC	025-278766	00193929 19001351 ENERGOV SUPPORT & MAINT	12/13/19	274684	13,003.22-

TYLER TECHNOLOGIES INC					
Sum					13,003.22-
00001 UNDERWOOD DOOR COMPANY	14023	00194578 19001391 BAY DOOR REPR #5 FIRE STA	12/13/19	274685	680.00-
00001 UNDERWOOD DOOR COMPANY	14022	00194580 19001392 BAY DOOR REPR #8 FIRE STA	12/13/19	274685	162.00-

UNDERWOOD DOOR COMPANY					
Sum					842.00-
00001 UNITED PARCEL SERVICE IN	0008E1Y15469	00195055 19001311 SERVS 11/13/19 POLICE	12/13/19	274687	22.49-

UNITED PARCEL SERVICE IN					
Sum					22.49-
00001 VESELY'S NURSERY	PO#195088 12	00195088 19001478 POINSETTIAS/BUSHES CITY HALL	12/13/19	274690	368.00-
00001 VESELY'S NURSERY	PO#195092 12	00195092 19001479 POINSETTIAS FOR TRAIN DEPOT	12/13/19	274690	36.00-

VESELY'S NURSERY					
Sum					404.00-
00001 WADE, DANNY	TRAV ADVANCE	00195321 19001522 TRAV ADV FIRE CHIEFS CONF	12/13/19	274691	460.34-

WADE, DANNY					
Sum					460.34-
00001 WARREN PAVING INC	11256	00194450 19001578 PAVING WATERFORD PLACE	12/13/19	274693	90,043.06-
00001 WARREN PAVING INC	11258	00194691 19001579 PAVING SOUTHHAVEN DRIVE	12/13/19	274693	20,702.84-

WARREN PAVING INC					
Sum					110,745.90-
00001 WASTE MANAGEMENT OF SOUT	0011846-2526	00195049 19001327 RUBBISH DISPOSAL 11/19 SANIT	12/13/19	274694	1,788.82-

WASTE MANAGEMENT OF SOUT					
Sum					1,788.82-

00001	WATCH GUARD VIDEO	BCMINV000780	00194898	19001430	VISTA HD POLICE DEPT	12/13/19	274695	1,160.00-
00001	WATCH GUARD VIDEO	BCMINV000782	00194898	19001431	VISTA HD POLICE DEPT	12/13/19	274695	3,480.00-
00001	WATCH GUARD VIDEO	RMAINV000137	00194898	19001432	VISTA HD POLICE DEPT	12/13/19	274695	90.00-
00001	WATCH GUARD VIDEO	RMAREF000899	00194898	19001433	CREDIT	12/13/19	274695	4,500.00

WATCH GUARD VIDEO								
Sum								230.00-
00001	WATERS INTERNATIONAL TRU	08S820927	00195034	19001373	BATTERIES U#18602 CEMETERY	12/13/19	274698	352.50-
00001	WATERS INTERNATIONAL TRU	08S820939	00195131	19001439	REPRS U#16010 CEMETERY	12/13/19	274698	853.26-
00001	WATERS INTERNATIONAL TRU	08P882597	00195235	19001498	REPR PTS U#16008 PUBLIC WORKS	12/13/19	274698	184.42-
00001	WATERS INTERNATIONAL TRU	08P882051	00194897	19001601	REPR PTS U#14405 SANIT	12/13/19	274698	108.53-
00001	WATERS INTERNATIONAL TRU	08P882053	00194901	19001602	REPR PTS U#14406 SANIT	12/13/19	274698	734.62-

WATERS INTERNATIONAL TRU								
Sum								2,233.33-
00001	WEDGEWORTH DEVELOPMENT L	MB#2014/198-	02020150	19001442	DL RENEWAL STATION LEASE PYMT	12/13/19	274700	1,100.00-

WEDGEWORTH DEVELOPMENT L								
Sum								1,100.00-
00001	98 WASTE LLC	2361	00195165	19001412	RUBBISH DISPOSAL 11/19 SANIT	12/13/19	274702	32,312.00-
00001	98 WASTE LLC	2279	00195218	19001468	RUBBISH DISP 10/1-3/19 P/REC	12/13/19	274702	525.00-
00001	98 WASTE LLC	2343	00195218	19001469	RUBBISH DISP 10/16-31 PK/REC	12/13/19	274702	1,631.00-
00001	98 WASTE LLC	2362	00195218	19001470	RUBBISH DISP 11/19 PKS/REC	12/13/19	274702	4,410.00-
00001	98 WASTE LLC	2397	00195221	19001471	RUBBISH DISP 11/21-22 SANIT	12/13/19	274702	4,872.00-

98 WASTE LLC								
Sum								43,750.00-

Sum								2,168,629.71-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 12/11/19

PERIOD ENDING DECEMBER 13, 2019

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	310519	00195216	19000417	BAIT FOR TRAPS GRNDS MAINT	12/13/19	274487	42.00-
A & R FARM AND GARDEN							
Sum							42.00-
00002 ADAMS NURSERY	458818	00195208	19000381	PLANT FOOD SUPP GRNDS MAINT	12/13/19	274488	181.00-
ADAMS NURSERY							
Sum							181.00-
00002 AIRGAS USA LLC (NORDAN S	9966619499	00195327	19000420	CYLINDER RENT GRNDS MAINT	12/13/19	274491	52.55-
AIRGAS USA LLC (NORDAN S							
Sum							52.55-
00002 AUTO ARMATURE SERVICE IN	19387	00195075	19000366	BATTERY U#21328 TRUCK	12/13/19	274502	179.95-
AUTO ARMATURE SERVICE IN							
Sum							179.95-
00002 B S N SPORTS	907362067	00195096	19000416	REC SUPP EASTSIDE/DAHMER PKS	12/13/19	274503	4,403.37-
B S N SPORTS							
Sum							4,403.37-
00002 BASS TREES & SUPPLY INC	3846	00195072	19000376	CHRISTMAS TREES VARI PARKS	12/13/19	274506	192.00-
BASS TREES & SUPPLY INC							
Sum							192.00-
00002 BLUE DOLPHIN POOLS	38003	00195211	19000377	FOUNTAIN MAINT VARI LOC	12/13/19	274509	600.00-
BLUE DOLPHIN POOLS							
Sum							600.00-
00002 BRACKMAN MOWER WAREHOUSE	50374	00195007	19000380	AGRI EQUIP PTS/SUPP	12/13/19	274513	338.00-
00002 BRACKMAN MOWER WAREHOUSE	50446	00195148	19000415	2 CYCLE OIL GRNDS MAINT	12/13/19	274513	118.00-
BRACKMAN MOWER WAREHOUSE							
Sum							456.00-
00002 CARLISLE, DIANE F	PK/REC PROG	02020157	19000388	SERVICES-CRAFTS	12/13/19	274522	25.00-
CARLISLE, DIANE F							
Sum							25.00-
00002 CARQUEST AUTO PARTS STOR	14758-133367	00195008	19000362	TRANSMISSION FLUID GRNDS MNT	12/13/19	274524	107.52-
CARQUEST AUTO PARTS STOR							
Sum							107.52-
00002 CINTAS CORPORATION #J66	4034390147	00195292	19000406	MOP/MAT 11/07 GRNDS MAINT	12/13/19	274532	4.95-
00002 CINTAS CORPORATION #J66	4035563174	00195292	19000407	MOP/MAT 11/21 GRNDS MAINT	12/13/19	274532	4.95-
00002 CINTAS CORPORATION #J66	4036255580	00195292	19000408	MOP/MAT 11/29 GRNDS MAINT	12/13/19	274532	4.95-
00002 CINTAS CORPORATION #J66	4036742369	00195292	19000409	MOP/MAT 12/05 GRNDS MAINT	12/13/19	274532	4.95-

[illegible]

00002 KHAN, ALI PIYAR	OFFICIAL 11/	02020159	19000394	OFFICIAL-ADULT FLAG FTBALL	12/13/19	274581	90.00-

KHAN, ALI PIYAR							
Sum							90.00-
00002 LOWE'S OF HATTIESBURG IN	967246	00194411	19000353	TRASH CANS GRNDS MAINT	12/13/19	274591	854.00-

LOWE'S OF HATTIESBURG IN							
Sum							854.00-
00002 MAACO COLLISION REPAIR &	22942	00194708	19000367	REPRS U#9167 TRUCK	12/13/19	274592	550.50-

MAACO COLLISION REPAIR &							
Sum							550.50-
00002 MAAS, MICHAEL C	OFFICIAL 11/	02020159	19000389	OFFICIAL-ADULT FLAG FTBALL	12/13/19	274593	75.00-

MAAS, MICHAEL C							
Sum							75.00-
00002 MARTIN, MAGDALINE	PK/REC PROG	02020157	19000387	SERVICES-JEWELRY	12/13/19	274597	12.00-

MARTIN, MAGDALINE							
Sum							12.00-
00002 MCELHANEY PLUMBING INC	282139	00195094	19000365	PLUMB SUPP TATUM SOC RESTRMS	12/13/19	274601	124.65-

MCELHANEY PLUMBING INC							
Sum							124.65-
00002 MIMS, MARLANA D	SPORTS SERVS	02020158	19000395	SPORTS SUPPORT SERVICES	12/13/19	274604	96.00-

MIMS, MARLANA D							
Sum							96.00-
00002 MOORE'S LOCK AND KEY LLC	025487	00195069	19000418	SPARE KEY U#11214 TRUCK	12/13/19	274605	50.00-

MOORE'S LOCK AND KEY LLC							
Sum							50.00-
00002 MS POWER COMPANY	12/19 PKS/RE	00020205	19000440	MNTHLY ELEC-PARKS & REC	12/13/19	274607	1,392.72-

MS POWER COMPANY							
Sum							1,392.72-
00002 N & H ELECTRONIC DISTRIB	200911	00195024	19000364	ZIP TIES GRNDS MAINT	12/13/19	274611	184.20-

N & H ELECTRONIC DISTRIB							
Sum							184.20-
00002 NEWELL PAPER COMPANY	4069892	00194938	19000361	TRASH BAGS GRNDS MAINT	12/13/19	274613	252.80-
00002 NEWELL PAPER COMPANY	4070558	00195143	19000414	JANIT SUPP PRESSBOXES/CNCESSN	12/13/19	274613	270.76-

NEWELL PAPER COMPANY							
Sum							523.56-
00002 O'NEAL, KYLE J	OFFICIAL 11/	02020159	19000393	OFFICIAL-ADULT FLAG FTBALL	12/13/19	274615	60.00-

O'NEAL, KYLE J							
Sum							60.00-

00002 OMNI CHEER	201900008473	00191789	19000429	HPR CHEER UNIFORMS	2019	12/13/19	274619	4,403.30-
00002 OMNI CHEER	201900008680	00191789	19000430	HPR CHEER UNIFORMS	2019	12/13/19	274619	386.91-
00002 OMNI CHEER	201900011830	00191789	19000431	HPR CHEER UNIFORMS	2019	12/13/19	274619	3,000.45-
00002 OMNI CHEER	201900013485	00191789	19000432	HPR CHEER UNIFORMS	2019	12/13/19	274619	12.79-
00002 OMNI CHEER	201900013499	00191789	19000433	HPR CHEER UNIFORMS	2019	12/13/19	274619	63.95-
00002 OMNI CHEER	201900013536	00191789	19000434	HPR CHEER UNIFORMS	2019	12/13/19	274619	67.95-
00002 OMNI CHEER	201960001011	00191789	19000435	CREDIT		12/13/19	274619	201.45
00002 OMNI CHEER	201960001014	00191789	19000436	CREDIT		12/13/19	274619	2,691.56
00002 OMNI CHEER	201960001088	00191789	19000437	CREDIT		12/13/19	274619	735.43
00002 OMNI CHEER	201960001088	00191789	19000438	CREDIT		12/13/19	274619	108.72
00002 OMNI CHEER	201960001088	00191789	19000439	CREDIT		12/13/19	274619	64.75

OMNI CHEER								
Sum								4,133.44-
00002 PARKER, SEKYRRIN L	SPORTS SERVS	02020158	19000400	SPORTS SUPPORT SERVICES		12/13/19	274623	24.00-

PARKER, SEKYRRIN L								
Sum								24.00-
00002 PATROLIA, ALISON	SPORTS SERVS	02020158	19000396	SPORTS SUPPORT SERVICES		12/13/19	274624	200.00-

PATROLIA, ALISON								
Sum								200.00-
00002 PEANUTS TOWING SERVICE	92229	00195078	19000348	TOWING U#21317 TRUCK		12/13/19	274627	75.00-

PEANUTS TOWING SERVICE								
Sum								75.00-
00002 PHILLIPS BARK PROCESSING	135529	00195173	19000419	HARDWOOD MULCH GRNDS MAINT		12/13/19	274629	1,435.00-

PHILLIPS BARK PROCESSING								
Sum								1,435.00-
00002 PINE BELT CDJR, INC (MCM	504153	00194910	19000373	OIL CHANGE U#21153 TRUCK		12/13/19	274631	48.80-

PINE BELT CDJR, INC (MCM								
Sum								48.80-
00002 PINE BELT PORTABLE TOILE	00001000D198	00193437	19000378	PORTALET/STAND WASH STA 10/19		12/13/19	274633	1,125.00-

PINE BELT PORTABLE TOILE								
Sum								1,125.00-
00002 PINE BELT TROPHY	PO#195085 11	00195085	19000349	TROPHIES HUB CITY YTH CLASSIC		12/13/19	274634	78.00-

PINE BELT TROPHY								
Sum								78.00-
00002 PLAY IT AGAIN SPORTS	INV-000248	00195080	19000375	SPORTSWEAR REC ADM		12/13/19	274635	124.00-

PLAY IT AGAIN SPORTS								
Sum								124.00-
00002 POWELL, JERMAINE	SPORTS SERVS	02020158	19000402	SPORTS SUPPORT SERVICES		12/13/19	274636	24.00-

POWELL, JERMAINE								
Sum								24.00-

00002 POWELL, RANDY	SPORTS SERVS 02020158 19000401	SPORTS SUPPORT SERVICES	12/13/19	274637	64.00-

POWELL, RANDY					64.00-
Sum					64.00-
00002 RUFFIN, CAYMAN J	OFFICIAL 11/ 02020159 19000391	OFFICIAL-ADULT FLAG FTBALL	12/13/19	274649	60.00-

RUFFIN, CAYMAN J					60.00-
Sum					24.00-
00002 SCOTT, KYLER D	SPORTS SERVS 02020158 19000398	SPORTS SUPPORT SERVICES	12/13/19	274652	24.00-

SCOTT, KYLER D					24.00-
Sum					24.00-
00002 SHABAZZ, AMATULLAH	PK/REC PROG 02020157 19000386	SERVICES-CRAFTS	12/13/19	274655	24.00-

SHABAZZ, AMATULLAH					24.00-
Sum					178.20-
00002 SHERWIN-WILLIAMS COMPANY 9150-1	00193671 19000383	PINK FIELD MARKING PAINT	12/13/19	274656	178.20-

SHERWIN-WILLIAMS COMPANY					178.20-
Sum					880.67-
00002 SIGNS FIRST	H-70949 00194688 19000374	RPLCMNT SIGN THAMES ELEM SCHL	12/13/19	274659	880.67-

SIGNS FIRST					880.67-
Sum					110.00-
00002 SOUTHERN MS PINE STRAW 12186	00195062 19000363	PINE STRAW GRNDS MAINT	12/13/19	274665	110.00-

SOUTHERN MS PINE STRAW					110.00-
Sum					137.92-
00002 SOUTHERN TIRE MART LLC (2520021398	00194588 19000368	TIRE U#14127 TRUCK	12/13/19	274667	137.92-
00002 SOUTHERN TIRE MART LLC (2520020798	00194398 19000369	TIRE U#18558 MOWER	12/13/19	274667	24.50-
00002 SOUTHERN TIRE MART LLC (2520021755	00194771 19000370	TIRE U#21327 TRAILER	12/13/19	274667	192.00-
00002 SOUTHERN TIRE MART LLC (2520021965	00194908 19000371	TIRES U#18558 TRAILER	12/13/19	274667	195.00-
00002 SOUTHERN TIRE MART LLC (2520021638	00194730 19000372	FLAT REPR U#20419 TRUCK	12/13/19	274667	19.95-

SOUTHERN TIRE MART LLC (					569.37-
Sum					200.00-
00002 SPENCE, RAYANNE	SPORTS SERVS 02020158 19000397	SPORTS SUPPORT SERVICES	12/13/19	274669	200.00-

SPENCE, RAYANNE					200.00-
Sum					20.00-
00002 SPIRE ENERGY	12/19 PKS/RE 00020205 19000441	MNTHLY GAS-PARKS & REC	12/13/19	274670	20.00-

SPIRE ENERGY					20.00-
Sum					1,166.15-
00002 SPORTS ILLUSTRATED PLAY 486970	00195086 19000350	REG FEES 10/01-11/30/19 REC	12/13/19	274671	1,166.15-

SPORTS ILLUSTRATED PLAY					1,166.15-
Sum					24.00-
00002 STEWART, LARRY	SPORTS SERVS 02020158 19000403	SPORTS SUPPORT SERVICES	12/13/19	274674	24.00-

STEWART, LARRY					24.00-
Sum					24.00-

00002 TURNER, JASON	PO#194683 12 00194683 19000422 SOUND SYS 12/5 TREE LIGHTING	12/13/19	274683	800.00-

TURNER, JASON				
Sum				800.00-
00002 USA BOXING-SOUTHERN ASSN 2020 BOXING	00195059 19000351 2020 BOXING FEES UNETTA GYM	12/13/19	274688	745.00-

USA BOXING-SOUTHERN ASSN				
Sum				745.00-
00002 USM/POLICE DEPARTMENT	100 00195379 19000442 SECURITY FLAG FOOTBALL USM	12/13/19	274689	550.00-

USM/POLICE DEPARTMENT				
Sum				550.00-
00002 VESELY'S NURSERY	PO#195076 12 00195076 19000382 POINSETTIAS FOR TREE LIGHTING	12/13/19	274690	368.00-

VESELY'S NURSERY				
Sum				368.00-
00002 WALCK, SUSAN A	PK/REC PROG 02020157 19000385 SERVICES-POTTERY	12/13/19	274692	40.00-
00002 WALCK, SUSAN A	PK/REC PROG 02020157 19000404 SERVICES-POTTERY	12/13/19	274692	40.00-

WALCK, SUSAN A				
Sum				80.00-
00002 WATER FLOW PRODUCTIONS I 11219	00195299 19000405 REPR WTR LEAKS TATUM PARK	12/13/19	274697	4,694.06-

WATER FLOW PRODUCTIONS I				
Sum				4,694.06-
00002 WATTS, AARION L	OFFICIAL 11/ 02020159 19000390 OFFICIAL-ADULT FLAG FTBALL	12/13/19	274699	60.00-

WATTS, AARION L				
Sum				60.00-

Sum				102,758.93-

Date - 12/11/19

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

PAYROLL FUND

00006 BARHAM, MIKE (REFUNDS)	REFUND HOSPI	02020165	19000093	REFUND HOSPITAL INS	12/09/19	114085	250.00-
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BARHAM, MIKE (REFUNDS)

Sum	250.00-
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00006	BRUTEN, HAROLD (REFUNDS)	REFUND HOSPI	02020166	19000092	REFUND HOSPITAL	INS	12/09/19	114084	1,940.00-
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BRUTEN, HAROLD (REFUNDS)

Sum	1,940.00-
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Sum	2,190.00-
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CITY OF HATTIESBURG

DOCKET OF CLAIMS

PERIOD ENDING DECEMBER 13, 2019

Date - 12/11/19

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 AT&T MOBILITY (SEI PROCE	576507523	00195242	19000365	PHONE CASE WTR BILLING	12/13/19	274501	38.51-

AT&T MOBILITY (SEI PROCE Sum							38.51-
00009 AUTO ARMATURE SERVICE IN	19255	00194661	19000361	BATTERY U#16556 TRANS	12/13/19	274502	185.95-
00009 AUTO ARMATURE SERVICE IN	19256	00194661	19000362	BATTERY U#15775 TRANS	12/13/19	274502	185.95-

AUTO ARMATURE SERVICE IN Sum							371.90-
00009 BONNER ANALYTICAL TESTIN	70371	00195105	19000338	NPDES MONITORING 11/19 LAGNS	12/13/19	274512	1,710.18-
00009 BONNER ANALYTICAL TESTIN	70390	00195155	19000358	SAMPLES J ED TURNER RD	12/13/19	274512	53.00-
00009 BONNER ANALYTICAL TESTIN	68616	00195250	19000367	SAMPLES PLT#2 WELL #3	12/13/19	274512	53.00-
00009 BONNER ANALYTICAL TESTIN	68619	00195250	19000368	SAMPLES 34 & 17 ARENA DRIVE	12/13/19	274512	212.00-

BONNER ANALYTICAL TESTIN Sum							2,028.18-
00009 BRUNINI GRANTHAM GROWER	243226	00195081	19000337	SERVS GENERAL-SSO	12/13/19	274516	4,638.50-

BRUNINI GRANTHAM GROWER Sum							4,638.50-
00009 CARQUEST AUTO PARTS STOR	14758-133298	00194960	19000351	REPR PTS U#18897 SEWER	12/13/19	274524	57.45-
00009 CARQUEST AUTO PARTS STOR	14758-133610	00195099	19000352	REPR PTS U#13061 SEWER	12/13/19	274524	158.18-
00009 CARQUEST AUTO PARTS STOR	14758-132880	00194694	19000396	REPR PTS U#14128 TRANS	12/13/19	274524	90.06-
00009 CARQUEST AUTO PARTS STOR	14758-132988	00194728	19000397	ADDL PTS U#14128 PO#194694	12/13/19	274524	6.84-

CARQUEST AUTO PARTS STOR Sum							312.53-
00009 CENTRAL PIPE SUPPLY INC	S100199829.0	00194769	19000346	BADGER METERS TRANS DEPT	12/13/19	274525	3,100.00-

CENTRAL PIPE SUPPLY INC Sum							3,100.00-
00009 CERTIFIED LABORATORIES	3765953	00194920	19000349	CHEMICALS FOR LIFT STATIONS	12/13/19	274526	5,024.00-
00009 CERTIFIED LABORATORIES	3766959	00195017	19000364	CHEMICALS FOR LIFT STATIONS	12/13/19	274526	2,144.50-

CERTIFIED LABORATORIES Sum							7,168.50-
00009 CINTAS CORPORATION #J66	4036349307	00195107	19000331	UNIFORMS 12/02 TRANS	12/13/19	274532	98.11-
00009 CINTAS CORPORATION #J66	4036349307	00195107	19000332	UNIFORMS 12/02 PLANT	12/13/19	274532	45.39-
00009 CINTAS CORPORATION #J66	4036349307	00195107	19000333	UNIFORMS 12/02 SEWER	12/13/19	274532	28.80-
00009 CINTAS CORPORATION #J66	4036349307	00195107	19000334	UNIFORMS 12/02 LAGOON	12/13/19	274532	17.39-
00009 CINTAS CORPORATION #J66	4036349053	00195104	19000335	MOP/MAT 12/02 PLANT	12/13/19	274532	16.79-
00009 CINTAS CORPORATION #J66	4035825177	00195318	19000372	UNIFORMS 11/25 WTR SERV MEN	12/13/19	274532	57.93-
00009 CINTAS CORPORATION #J66	4036349583	00195318	19000373	UNIFORMS 12/02 WTR SERV MEN	12/13/19	274532	29.93-
00009 CINTAS CORPORATION #J66	4036910238	00195318	19000374	UNIFORMS 12/09 WTR SERV MEN	12/13/19	274532	29.93-
00009 CINTAS CORPORATION #J66	4036909976	00195306	19000375	UNIFORMS 12/09 TRANS	12/13/19	274532	98.11-

00009 CINTAS CORPORATION #J66	4036909976	00195306 19000376	UNIFORMS 12/09 PLANT	12/13/19	274532	45.39-
00009 CINTAS CORPORATION #J66	4036909976	00195306 19000377	UNIFORMS 12/09 SEWER	12/13/19	274532	28.80-
00009 CINTAS CORPORATION #J66	4036909976	00195306 19000378	UNIFORMS 12/09 LAGOON	12/13/19	274532	4.18-
00009 CINTAS CORPORATION #J66	4036909976	00195306 19000379	UNIFORMS 12/09 LAGOON	12/13/19	274532	17.39-
00009 CINTAS CORPORATION #J66	4036909591	00195297 19000380	MOP/MAT 12/09 PLANT	12/13/19	274532	16.79-

CINTAS CORPORATION #J66						
Sum						534.93-
00009 CINTAS FIRST AID J71	5015261506	00194393 19000345	GLOVES/GATORADE TRANS CREWS	12/13/19	274533	566.34-
00009 CINTAS FIRST AID J71	5014878386	00193519 19000357	RESTOCK FIRST AID KIT PLT#2	12/13/19	274533	251.42-

CINTAS FIRST AID J71						
Sum						817.76-
00009 CITY OF HATTIESBURG FUND TRF 1ST 12/1	02020151	19000342	TRF 1ST 12/19 PAYROLL	12/03/19	22252	110,442.28-

CITY OF HATTIESBURG FUND						
Sum						110,442.28-
00009 CLEARWATER CONSULTANTS I INVOICE NO.1	00195275	19000369	MONITORING S LAGOON FACILITY	12/13/19	274535	12,964.80-

CLEARWATER CONSULTANTS I						
Sum						12,964.80-
00009 COMSOUTH	193943	00194956 19000343	MT ANTENNA U#21416 WTR BILLNG	12/13/19	274541	75.00-

COMSOUTH						
Sum						75.00-
00009 CORE & MAIN (HD SUPPLY W L498888		00194443 19000366	COUPLINGS WTR TRANS STOCK	12/13/19	274543	4,516.40-

CORE & MAIN (HD SUPPLY W						
Sum						4,516.40-
00009 DOLEAC ELECTRIC CO INC	19SLS-X1	00193770 19000336	ELEC REPR RAILRD AVE LIFT STA	12/13/19	274548	806.00-

DOLEAC ELECTRIC CO INC						
Sum						806.00-
00009 ECONOMY SUPPLY CO	024622	00195117 19000360	BLDG MAINT SUPP WTR BILLING	12/13/19	274550	60.74-

ECONOMY SUPPLY CO						
Sum						60.74-
00009 EQUIPMENT INC	165502939	00195006 19000356	REPR TRACKS U#20378 TRANS	12/13/19	274554	2,842.36-

EQUIPMENT INC						
Sum						2,842.36-
00009 I C M-IMPROVED CONSTR ME	50003958	00194273 19000400	PIPE/CABLE LOCATORS TRANS	12/13/19	274576	1,550.00-

I C M-IMPROVED CONSTR ME						
Sum						1,550.00-
00009 L & A CONTRACTING CO	483-148	00195290 19000370	AERATOR MNT 11/18-12/1 LAGNS	12/13/19	274583	92,741.93-

L & A CONTRACTING CO						
Sum						92,741.93-

00009 LARRY'S WRECKER SERVICE	6823	00195294 19000371 TOWING U#19356 WTR BILLING	12/13/19	274587	55.00-

LARRY'S WRECKER SERVICE					
Sum					55.00-
00009 LOWE'S OF HATTIESBURG IN	924536	00194758 19000348 PROPANE BURNER/CYL WTR PLANT	12/13/19	274591	59.79-

LOWE'S OF HATTIESBURG IN					
Sum					59.79-
00009 MAACO COLLISION REPAIR &	23084	00195095 19000395 REPRS U#18706 WTR BILLING	12/13/19	274592	520.78-

MAACO COLLISION REPAIR &					
Sum					520.78-
00009 MCELHANEY PLUMBING INC	281834	00195153 19000398 ICE MACHINE REPR PTS WTR PLT	12/13/19	274601	49.90-

MCELHANEY PLUMBING INC					
Sum					49.90-
00009 MS POWER COMPANY	12/19 W&SO&M	00020205 19000402 MNTHLY ELEC-W&SO&M	12/13/19	274607	30,064.31-

MS POWER COMPANY					
Sum					30,064.31-
00009 MS STATE/TAX COMM/TAX EX	PO#195061 12	00195061 19000329 TAG U#21416 WTR BILLING	12/13/19	274608	12.00-
00009 MS STATE/TAX COMM/TAX EX	PO#195200 12	00195200 19000363 TAG U#20447 WTR PLANT	12/13/19	274608	12.00-

MS STATE/TAX COMM/TAX EX					
Sum					24.00-
00009 PATTERSON AUTO ELECTRIC	80384	00194712 19000330 REPRS U#21382 TRANS	12/13/19	274625	1,296.00-

PATTERSON AUTO ELECTRIC					
Sum					1,296.00-
00009 PEARL RIVER VALLEY EPA (	12/19 W&SO&M	00020205 19000403 MNTHLY 12/19 PUBLIC SERVICES	12/13/19	274628	8,125.05-

PEARL RIVER VALLEY EPA (					
Sum					8,125.05-
00009 REGIONS CARDHOLDER SERVI	7079 11/29/1	00194667 19000339 MONEY COUNTER WTR BILLING	12/13/19	274642	2,273.99-
00009 REGIONS CARDHOLDER SERVI	7079 11/29/1	00194299 19000340 REF CANCELLED PO#193937	12/13/19	274642	153.23-
00009 REGIONS CARDHOLDER SERVI	7079 11/29/1	00194305 19000341 RPLCMNT MAILBOX 708 WHITNEY	12/13/19	274642	37.18-

REGIONS CARDHOLDER SERVI					
Sum					2,464.40-
00009 RJM MCQUEEN CONTRACTING	1994	00195302 19000381 SWR REPR J ED TURNER	12/13/19	274647	6,594.00-
00009 RJM MCQUEEN CONTRACTING	1995	00195302 19000382 SWR REPR WINSOR DR & EDDY ST	12/13/19	274647	3,110.00-
00009 RJM MCQUEEN CONTRACTING	1996	00195302 19000383 SWR REPR JOHNSON & MCINNIS	12/13/19	274647	4,569.50-
00009 RJM MCQUEEN CONTRACTING	1997	00195302 19000384 SWR REPR JD RANDOLPH & E 7TH	12/13/19	274647	4,828.50-
00009 RJM MCQUEEN CONTRACTING	1998	00195302 19000385 SWR REPR BARRY ST & COUNTRY	12/13/19	274647	2,945.00-
00009 RJM MCQUEEN CONTRACTING	1999	00195302 19000386 SWR REPR PEACH ST & S 37TH	12/13/19	274647	6,307.00-
00009 RJM MCQUEEN CONTRACTING	2000	00195302 19000387 SWR REPR CARPENTER ST & 11	12/13/19	274647	3,229.00-
00009 RJM MCQUEEN CONTRACTING	2001	00195302 19000388 SWR REPR LAKE ST & EUPORA	12/13/19	274647	5,644.00-
00009 RJM MCQUEEN CONTRACTING	2002	00195302 19000389 SWR REPR SOUTHERN AV & WALNUT	12/13/19	274647	9,672.00-
00009 RJM MCQUEEN CONTRACTING	2003	00195302 19000390 SWR REPR N 31ST AVE	12/13/19	274647	2,105.00-
00009 RJM MCQUEEN CONTRACTING	2004	00195302 19000391 SWR REPR LEXINGTON & RICHBURG	12/13/19	274647	6,353.50-
00009 RJM MCQUEEN CONTRACTING	2005	00195302 19000392 SWR REPR SOUTHERN & TIPTON	12/13/19	274647	5,049.50-
00009 RJM MCQUEEN CONTRACTING	2006	00195302 19000393 SWR REPR W 5TH & WEST ST	12/13/19	274647	7,889.00-

00009 RJM MCQUEEN CONTRACTING	2007	00195302 19000394 SWR REPR MAMIE ST & 8TH AVE	12/13/19	274647	13,253.00-
00009 RJM MCQUEEN CONTRACTING	2008	00195333 19000401 NOVEMBER 2019 PUMPING	12/13/19	274647	6,304.20-

RJM MCQUEEN CONTRACTING					
Sum					87,853.20-
00009 SOUTHERN HOSE	130457	00194859 19000350 HYDRANT FILL HOSE FOR JETTER	12/13/19	274663	139.45-

SOUTHERN HOSE					
Sum					139.45-
00009 SPEEDY PRINTING & SIGNS	27340	00194954 19000344 LETTERING U#21416 WTR BILLING	12/13/19	274668	85.00-

SPEEDY PRINTING & SIGNS					
Sum					85.00-
00009 SPIRE ENERGY	12/19 W&SO&M	00020205 19000404 MNTHLY GAS-W&SO&M	12/13/19	274670	36.86-

SPIRE ENERGY					
Sum					36.86-
00009 STANDARD OFFICE SUPPLY C	08561	00194842 19000347 OFFICE SUPP WTR PLANTS	12/13/19	274672	168.74-

STANDARD OFFICE SUPPLY C					
Sum					168.74-
00009 UNDERWOOD OUTDOOR POWER,	80231	00195377 19000405 GENERATOR REPR SEWER DEPT	12/13/19	274686	174.15-

UNDERWOOD OUTDOOR POWER,					
Sum					174.15-
00009 WATER COMPANY OF AMERICA INVOICE	9	00195339 19000399 REVIEW OF WATER ACCOUNTS	12/13/19	274696	32,780.23-

WATER COMPANY OF AMERICA					
Sum					32,780.23-
00009 WRIGHT, J H & ASSOCIATES	1102476-MIS	00191168 19000353 STATION MONITORING UNITS LGNS	12/13/19	274701	5,718.00-
00009 WRIGHT, J H & ASSOCIATES	1102517-MIS	00191169 19000354 STATION MONITORING UNITS LGN	12/13/19	274701	1,906.00-
00009 WRIGHT, J H & ASSOCIATES	419546	00194358 19000355 PUMP EQUIP SHADOW RIDGE STA	12/13/19	274701	1,010.00-

WRIGHT, J H & ASSOCIATES					
Sum					8,634.00-

Sum					417,541.18-

Date - 12/11/19

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

WATER & SEWER FUND							
00011 BLANCH, DEANA EL	METER DEP RF	02020146	19000161	METER DEP RFD	12/13/19	274508	17.96-

BLANCH, DEANA EL							
Sum							17.96-
00011 BOLTON, NIKKI	METER DEP RF	02020146	19000162	METER DEP RFD	12/13/19	274511	13.36-

BOLTON, NIKKI							
Sum							13.36-
00011 CANGEMI, DIANNE	METER DEP RF	02020146	19000160	METER DEP RFD	12/13/19	274521	73.24-

CANGEMI, DIANNE							
Sum							73.24-
00011 CITY OF HATTIESBURG FUND 11/19 WATER	02020140	19000157	11/19 WATER DIST 12/19	12/05/19	312586	214,218.78-	

CITY OF HATTIESBURG FUND							
Sum							214,218.78-
00011 COOPER, BLANCHE	METER DEP RF	02020146	19000165	METER DEP RFD	12/13/19	274542	75.00-

COOPER, BLANCHE							
Sum							75.00-
00011 FLOWERS N THINGS FLORIST	METER DEP RF	02020146	19000158	METER DEP RFD	12/13/19	274559	1.66-

FLOWERS N THINGS FLORIST							
Sum							1.66-
00011 KYLE HAMLETT CONSTRUCTIO	METER DEP RF	02020146	19000164	METER DEP RFD	12/13/19	274582	20.96-

KYLE HAMLETT CONSTRUCTIO							
Sum							20.96-
00011 LING, ARLENE LU	METER DEP RF	02020146	19000163	METER DEP RFD	12/13/19	274589	20.96-

LING, ARLENE LU							
Sum							20.96-
00011 MILLER, JESSICA	WTR OVRPMT R	02020156	19000166	WTR OVRPMT RFD	12/13/19	274603	67.20-

MILLER, JESSICA							
Sum							67.20-
00011 RUSSUM, JULIE	METER DEP RF	02020146	19000159	METER DEP RFD	12/13/19	274650	75.00-

RUSSUM, JULIE							
Sum							75.00-

Sum							214,584.12-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 12/11/19

PERIOD ENDING DECEMBER 13, 2019

Vendor

Invoice
NumberPurchase
OrderClaims
NumberItem
DescriptionCheck
DateCheck
No.Check
Amount

TAX COLLECTOR'S FUND

00027 LIBRARY, THE

11/19 MILLAG 02020138 19000022 11/19 MILLAGE DIST 12/19

12/03/19

312576

21,649.48-

LIBRARY, THE

Sum

21,649.48-

Sum

21,649.48-

Date - 12/11/19

Check
Amount

6,396.16-

6,396.16-

6,396.16-

PERIOD ENDING DECEMBER 13, 2019

Date _____

- 12/11/19

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

MASS TRANSIT FUND

00073	CARQUEST AUTO PARTS STOR	14/58-133748	00195187	19000112	REPR PTS	U#18572 & U#19552	12/13/19	274524	730.24-
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CARQUEST AUTO PARTS STOR

Sum	730.24-
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00073	CINTAS CORPORATION #J66	4031881754	00195205	19000113	UNIFORMS	10/07	MECH/DRIVERS	12/13/19	274532	207.43-
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00073	CINTAS CORPORATION #J66	4032363294	00195205	19000114	UNIFORMS	10/14	MECH/DRIVERS	12/13/19	274532	173.84-
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00073	CINTAS CORPORATION #J66	4032917797	00195205	19000115	UNIFORMS	10/21	MECH/DRIVERS	12/13/19	274532	123.84-
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00073	CINTAS CORPORATION #J66	4033452922	00195205	19000116	UNIFORMS	10/28	MECH/DRIVERS	12/13/19	274532	173.84-
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00073	CINTAS CORPORATION	#J66	4034034655	00195206	19000117	UNIFORMS	11/04	MECH/DRIVERS	12/13/19	274532	173.84-
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00073	CINTAS CORPORATION #J66	4034603778	00195206	19000118	UNIFORMS	11/11	MECH/DRIVERS	12/13/19	274532	173.84-
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00073	CINTAS CORPORATION #J66	4035181163	00195206	19000119	UNIFORMS	11/18	MECH/DRIVERS	12/13/19	274532	173.84-
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00073	CINTAS CORPORATION #J66	4035824651	00195206	19000120	UNIFORMS	11/25	MECH/DRIVERS	12/13/19	274532	173.84-
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CINTAS CORPORATION #J66

Sum	1,374.31-
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00073 CITY OF HATTIESBURG FUND TRF 1ST 12/1 02020151 19000108 TRF 1ST 12/19 PAYROLL	12/03/19	114074	44,310.85-
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CITY OF HATTIESBURG FUND

Sum	44,310.85-
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00073	COURTESY MOTORS INC	498840	00195197	19000125	REPR	PTS	U#20584	BUS	12/13/19	274545	235.04-
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COURTESY MOTORS INC

Sum	235.04-
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00073 GROVE TRANSIT	JARC	PROG 10	00195243	19000123	JARC TRIPS	10/27-11/9/19	12/13/19	274568	3,012.50-
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00073	GROVE TRANSIT	JARC	PROG 11	00195277	19000124	JARC TRIPS	11/10-23/19	12/13/19	274568	3,525.00-
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GROVE TRANSIT

Sum	6,537.50-
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00073	LOWE'S OF HATTIESBURG IN	994878	00188468	19000109	CUSTOM BLINDS FOR HCT BLDG	12/13/19	274591	49.60-
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00073	LOWE'S OF HATTIESBURG IN	973621	00188468	19000110	CREDIT TO BAL STMT	12/13/19	274591	49.60
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LOWE'S OF HATTIESBURG IN

00073	REGIONS	CARDHOLDER	SERVI	7079	11/29/1	00194180	19000106	COOLING	SYS	TOOLS	FOR	BUSES	12/13/19	274642	246.05-
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00073	REGIONS	CARDHOLDER	SERVI	7079	11/29/1	00193909	19000107	WEBSITE	HOSTING	HCT	DIV	12/13/19	274642	179.64-
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REGIONS CARDHOLDER SERVI

Sum	425.69-
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00073	WATERS INTERNATIONAL TRU	08S820772 (A)	00194579	19000121	REPRS	U#18570	12/13/19	274698	480.24-
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00073	WATERS INTERNATIONAL TRU	08S820772 (B)	00194591	19000122	ADDL AMT DUE	PO#194579	12/13/19	274698	408.84-
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WATERS INTERNATIONAL TRU

Sum	889.08-
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Sum	54,502.71-
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CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 12/11/19

PERIOD ENDING DECEMBER 13, 2019

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER&SEWER CONSTRUCTION FUND							
00075 SHOWS DEARMAN & WAITS IN	21151	00195256	19000018	SRVS 10/26-11/23 SWR REHAB	12/13/19	274658	2,415.00-
00075 SHOWS DEARMAN & WAITS IN	21163	00195260	19000019	SRVS 10/26-11/23 PLT#1 REHAB	12/13/19	274658	525.00-
00075 SHOWS DEARMAN & WAITS IN	21179	00195265	19000020	SRVS 10/26-11/23 LAMAR BLVD	12/13/19	274658	7,155.00-
00075 SHOWS DEARMAN & WAITS IN	21180	00195266	19000021	SRVS 10/26-11/23 INFRASTRUCTR	12/13/19	274658	8,200.00-
00075 SHOWS DEARMAN & WAITS IN	21183	00195268	19000022	SRVS 10/26-11/23 INFRASTRUCTR	12/13/19	274658	2,993.15-
00075 SHOWS DEARMAN & WAITS IN	21185	00195271	19000023	SRVS 10/26-11/23 W&S IMPRVMNT	12/13/19	274658	2,327.50-
00075 SHOWS DEARMAN & WAITS IN	21145	00195269	19000024	SRVS 10/19 I&I STUDY TASK #6	12/13/19	274658	17,087.93-
00075 SHOWS DEARMAN & WAITS IN	21178	00195264	19000025	SRVS 10/26-11/23 WTR IMPRVMNT	12/13/19	274658	4,197.50-
00075 SHOWS DEARMAN & WAITS IN	21167	00195262	19000026	SRVS 10/26-11/23 C CLUB WATER	12/13/19	274658	1,959.18-
00075 SHOWS DEARMAN & WAITS IN	21182	00195267	19000027	SRVS 10/26-11/23 E JERUSALEM	12/13/19	274658	38,030.17-

SHOWS DEARMAN & WAITS IN							
Sum							84,890.43-

Sum							84,890.43-

00077 VESELY'S NURSERY	PO#195093 12 00195093 19000094 POINSETTIAS COMM CENTERS	12/13/19	274690	168.00-

VESELY'S NURSERY				168.00-
Sum				-----
Sum				26,835.66-

Date - 12/11/19

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

SPEC SALES TAX-P&R/UNIV IMPROV

00086 OAK GROVE HEATING & AIR

82161

00194457

19000020

A/C SUPP HBRG ARTS CENTER

12/13/19

274616

3,967.12-

OAK GROVE HEATING & AIR

Sum

00086 WARREN PAVING INC

11270

00194096

19000021

E 8TH ST PK BB COURT RECONSTR

12/13/19

274693

3,967.12-

30,363.10-

WARREN PAVING INC

Sum

30,363.10-

Sum

34,330.22-

Date - 12/11/19

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

PUBLIC SAFETY/REC CONSTRUCTION

00088 RICHARD & THOMAS, PLLC

PROPERTY 7

00195349

19000011

TITLE OPINION HALL AVE OVRPAS

12/13/19

274643

375.00-

RICHARD & THOMAS, PLLC

Sum

375.00-

Sum

375.00-

Grand Total Level

Sum

3,316,605.29-



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Mary Dryden

Council - Ward 5

Henry Naylor

TO: City Council members

FROM: Kermas Eaton, Director of Administration/City Clerk

DATE: December 17, 2019

RE: **Additional claims**

Please accept this memorandum as a request for approval of additional claims as described on the attached form.

Thank you.

**ADDENDUM CLAIMS DOCKET
PERIOD ENDING DECEMBER 13, 2019**

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	CLAIMS NUMBER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
01	FIT RX INSTALLATION & REPAIRS	749	194997	19001663	JMG BANQUET SPONSORSHIP	12/17/19	114091	3,370.00
01	TWIN FORKS RISING CDC	12/17/19	195540	19001689	ADVERTISE NEW YEARS JAZZ BRUNCH	12/17/19	14095	600.00

TOTAL 3,970.00