



**Tuesday, February 4, 2020
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 Item #21 at the request of the Administration:

- 21. 2020-82** Approve Supplemental Agreement with Precision Construction, LLC for State Aid Project No. DECD-0018(34)BO, also known as the 31st Avenue and Alley Improvements Project, to add stabilization in the form of soil cement to the project for an increase in cost of \$17,765.00; Authorize Mayor to execute four originals.

POLICY AGENDA

- 1. 2020-41** Approve the minutes for the January 21, 2020 meeting of the City Council.
- 2. 2020-42** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
- 3. 2020-43** Adopt February 4, 2020 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2020 and Adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.

4. **2020-44** Adopt a Resolution authorizing Requisition No. 58 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

5. **2020-45** Adopt a Resolution declaring equipment surplus and authorize the disposal or sale of said equipment; authorize removal of equipment from the City inventory of the Department of Urban Development.

6. **2020-46** Approve Agreement between City of Hattiesburg and Tyler Technologies, Inc., to provide municipal financial, utility and court software as a service to the City of Hattiesburg as per contract and authorize the Mayor to execute the same.

7. **2020-47** Approve Agreement between City of Hattiesburg and Hattiesburg Downtown Association for the purpose of continued participation in the MS Main Street Program and engaging the services of HHDA in the operation and implementation of Main Street program for Downtown Hattiesburg and authorize the Mayor to execute the same.

8. **2020-48** Approve Agreement with Butler Snow LLP to serve as Dissemination Agent for annual continuing disclosure requirements for fiscal year 2019 per Securities and Exchange Commission (SEC) rules and authorize the Mayor to execute the same.

9. **2020-50** Approve Engagement Letter with Jackson, Tullos & Rogers, PLLC for legal services related to the acquisition of right of way property for the Hardy Street Improvements Project.

10. **2020-77** Approve Memorandum of Agreement for the Educational and Community Outreach Program between the City of Hattiesburg and the University of Southern Mississippi, for the period beginning March 1, 2020 and ending February 28, 2021 (Agreement GM000673 Amendment No.16) as authorized by MS Code 39-15-1, to allow municipalities to expend monies for support of the arts and authorize the Mayor to execute the same.

11. **2020-51** Approve Memorandum of Understanding between the City of Hattiesburg and The Mississippi Office of Homeland Security /Task Force; allowing the city to participate in the Mississippi Task Force as outlined in MS Code 33-15-15 and authorize the Mayor to execute the same.

12. **2020-52** Approve Rental Agreement between the City of Hattiesburg and RICOH for a copier located in the Fire Department Administration/Prevention office, for a period of 48 months, at a cost of \$192.00 per month, and authorize the Mayor to execute the same.

13. **2020-53** Approve an amendment to the Annual Action Plan for CDBG and HOME programs, reprogramming funds as allocated in the 2018 plan.

14. **2020-54** Approve an Amended Policy and Procedure document for the administration of the Down Payment Assistance Program funded by HOME through the U.S. Department of Housing & Urban Development.

15. **2020-55** Approve a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Helen O’Neal of 303 J.C. Killingsworth Drive in an amount not to exceed \$60,000.00 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E) and authorize the Mayor to execute in triplicate.

16. **2020-56** Acknowledge bids received January 23, 2020 for the Fire Station No. 9 construction project and accept the bid from Hanco Corporation in the amount of \$2,345,900.00 for the base bid and \$44,000.00 for the add alternate bid as the lowest and best bid; and authorize the Mayor to execute contract documents upon preparation.

17. **2020-57** Approve Cancellation of Deed of Trust from Ethan Decoux, Grantor, for property at 422 South 23rd Avenue, to City of Hattiesburg, Beneficiary, recorded in the Deed of Trust Book 1714 at Page 0419 in the office of the Chancery Clerk of Forrest County, Mississippi, from a HOME-eligible buyer and authorize the Mayor to execute the same.

18. Deleted

19. **2020-59** Ratify and confirm the Mayor’s reappointment of James Hughes (W5) to the Board of Adjustment for a term beginning February 6, 2020 and ending February 5, 2023.

20. **2020-60** Ratify agreement approved at MB 2019-209 by and between the City of Hattiesburg and The Alabama Great Southern Railroad Company for the purchase of a parcel of land for the Longleaf Trace African American Museum Project for the purchase price of \$50,000.00; Acknowledge attempts to negotiate the agreement down to the appraised value of \$37,200.00 failed; Determine the fair market value to be \$50,000.00 which covers additional costs of eminent domain proceedings, and approve the administrative

settlement of \$50,000.00 as commensurate with the fair market value of the property and as reasonable, prudent and in the best interest of the public; Authorize issuance of a manual check in payment of same.

ROUTINE AGENDA

1. **2020-61** Reschedule a public hearing before the City Council for February 18, 2020 at 4:00 p.m. in the City Council Chambers of City Hall, previously scheduled for February 17, 2020, to hear a request filed by Terreal Garner to appeal the Hattiesburg Historic Conservation Commission's Denial of the petition filed by Terreal Garner to paint exterior brick at 1817 Adeline St. The HHCC Denied on January 8, 2020.

2. **2020-62** Acknowledge receipt of the Single Audit of the Hattiesburg Public School District for the year ended June 30, 2019, from Holt & Associates, PLLC, Certified Public Accountants.

3. **2020-63** Acknowledge receipt of the Analysis of Impediments to Fair Housing Choice, completed in coordination with the Mississippi Home Corporation.

4. **2020-64** Acknowledge receipt of the two-quote docket as provided for in section 31-7-13 (b) of the Mississippi Code of 1972

5. **2020-65** Acknowledge bids received on January 16, 2020 for a Regenerative Sweeper Truck for the City of Hattiesburg Public Works Department, and reject both bids received from Vacuum Truck Sales and Sansom Equipment Company due to not meeting the city's advertised specifications; Authorize re-advertisement for same.

6. **2020-66** Acknowledge receipt of a Warranty Deed from C & C Properties, LLC for a portion of Lamar County tax parcel 055B-15-029.000 (PPIN 11770) in association with the Lamar Boulevard project.

7. **2020-67** Acknowledge receipt of a Permanent Utility and Access Easement from Benjamin E. and Vicki P. Crim for a portion of Forrest County tax parcels 2-041L-33-001.12 (PPIN 42529) and 2-04I-32-082.01 (PPIN 36336).

8. **2020-68** Approve Plans and Specifications for the East Jerusalem Area Water Improvements project and authorize advertisement for bids.

9. **2020-69** Approve Plans and Specifications for the Drainage at 6200 Hwy 98W Project and authorize advertisement for bids.

10. **2020-70** Approve and authorize issuance of manual check for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}

11. **2020-71** Approve the corrected deed for grave space for Myles Dowdy, located at South Half (S 1/2) of the Northwest Quarter (NW 1/4), Section 34, Lot 78, the original deed was approved on the September 17, 2019 Agenda Minute Book 2019 Page 229.

12. **2020-72** Approve the City's purchase of (1) one grave space, located in the South Half (S 1/2) of the Northeast Quarter (NE 1/4), Lot 5, Section 24 at Highland Cemetery, Minute Book 2006-2 Page 350 in the amount of \$ 175.00 from Patricia Bazor authorize manual check for the same.

13. **2020-73** Approve the City's purchase of (2) grave spaces located in the Southeast Quarter (SE 1/4), Lot 119, Section 22, Highland Cemetery, Minute Book# 47, Page 312, in the amount of \$ 200.00 from Lee M. Jones, Authorize Manual Check for the same.

14. **2020-74** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

15. **2020-75** Approve claims docket for the period ending January 31, 2020.

In Memoriam:

- Mrs. Donna Roseberry Byrd
- Ms. Annie Mae Jordan

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 4, 2020

Re: Approve Supplemental Agreement with Precision Construction, LLC for State Aid Project No. DECD-0018(34)BO, also know as the 31st Avenue and Alley Improvements Project, to add stabilization in the form of soil cement to the project for an increase in cost of \$17,765.00; Authorize Mayor to execute four originals.
File Number: 2020-82
Minute Book #

Summary

Approve Supplemental Agreement with Precision Construction, LLC for State Aid Project No. DECD-0018(34)BO, also know as the 31st Avenue and Alley Improvements Project, to add stabilization in the form of soil cement to the project for an increase in cost of \$17,765.00; Authorize Mayor to execute four originals.

Recommendation Statement

I recommend approval of this item.

Please place this on the February 4, 2020 City Council meeting for consideration.

**STATE AID Supplemental Agreement – Contract
(2-4-93)**

SUPPLEMENTAL AGREEMENT

**STATE AID Project No. DECD-0018(34)BO
Forrest County**

**OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

Bond # 8413822

WHEREAS, WE, Precision Construction, LLC, Contractor, and Westfield Insurance Company, Surety, entered into a contract with the City of Hattiesburg, on the 22nd day of February, 2019, for the construction of the above designated project; and

WHEREAS: The project consists of curb & gutter, asphalt, drainage improvements, landscape median, sidewalk, and lighting; AND

WHEREAS: The Contract required the crushed stone to be placed on compacted sub-grade; AND

WHEREAS: The material encountered during excavation is not suitable for use as base material for the crushed stone; AND

WHEREAS: Soil Cement should be used to stabilize the sub-base prior to installing the crushed stone; AND

WHEREAS: The Engineer and the City has reviewed said request and found it to be fair and equitable.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, the additional work described within this Supplemental Agreement will be done under the pay items listed below.

Item Code	Pay Item Description	Unit	Quantity	Unit Price	Item Total
S-308-A-2	Portland Cement	Ton	25	\$200.00	\$5,000.00
S308-B-1	Soil Cement Water Mixing (Multiple Pass Mixers)	SY	1,110	\$11.50	\$12,765.00

NOW, THEREFORE, Precision Construction, LLC, Contractor, and Westfield Insurance Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect except as it might be modified by this Supplemental Agreement.

Dated, this 24th day of January, 20 20

Westfield Insurance Company

Surety:

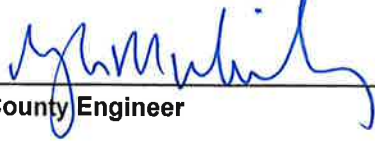
By:

Kimberly B. Barhum
Attorney-in-Fact Kimberly B. Barhum

N. [Signature]
Contractor

owner
Title

RECOMMENDED FOR APPROVAL:


County Engineer

Approved

1/30/2020
Date

APPROVED:
CITY OF HATTIESBURG

State Aid Engineer
Office of State Aid Road Construction

(By Order of the Council Dated _____)

By: _____
Mayor

General
Power
of Attorney

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DAVID R. FORTENBERRY, RICHARD T. JONES, MARY J. NORVAL, KIMBERLY B. BARHUM, JOINTLY OR SEVERALLY

of **HATTIESBURG** and State of **MS** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this 29th day of MARCH A.D., 2016.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 29th day of MARCH A.D., 2016, before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 24th day of January A.D., 2020



Frank A. Carrino, Secretary



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ronda Cole, Clerk of Council
cc:
Date: Tuesday, February 4, 2020
Re: Approve the minutes for the January 21, 2020 meeting of the City Council.
File Number: 2020-41
Minute Book #

Summary

According to Miss. Code Ann. § 21-15-33, "the minutes of every municipality must be adopted and approved by a majority of all the members of the governing body of the municipality at the next regular meeting or within thirty (30) days of the meeting thereof, whichever occurs first....."

Recommendation Statement

I recommend approval of the minutes.

Please place this on the February 4, 2020 City Council meeting for consideration.

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 4:00 p.m. Tuesday, January 21, 2020**, in Council Chambers at City Hall.

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

Council President Carroll Called the meeting to order.

Council President Carroll asked the Citizens' Forum be moved before the Agenda Policy since the Monday Council Meeting was a holiday.

Call to Prayer and Pledge of Allegiance

The prayer was given by Pastor Chris Donovan of Kensington Woods Church of Christ.

The Pledge of Allegiance was led by Chief Parker.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

Mayor Barker presented Ms. Beth Bunch with a Certificate of Recognition for her outstanding work and dedication of 17 years to Hattiesburg Post (30 years with the media). She will be leaving Hattiesburg Post and pursuing a Public Relations position with Forrest General.

The Mayor also introduced two new Deputy Directors for Public Works; Deputy Director of Streets is Maurice Sutton and Deputy Director of Sanitation is Charles Page.

There were no other presentations at this time.

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:

- Frankie Benton, 19 Langston Road
- Joseph Rawson, 701 Dearborne Street

- Glenda Funchess, 306 Tuscan Avenue

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

Council Vice President Dryden closed the Citizen Forum.

1. **2020-79** Citizens' Forum Sign-In Sheet, 1-21-2020.
- Attachments: 1-21-2020 Citizens' Forum Sign-In Sheet

Agenda Order

THE MATTER OF THE AGENDA ORDER came before the Council.

Agenda Adjustments:

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Add Policy Item #25 at the request of the Administration as follows:

25. **2020-492** Approve and Authorize Mayor to execute a Temporary Construction Easement with SAIA Motor Freight Line, LLC for a portion of Parcel No. 2-011-15-005.00 (PPIN 008991) in Forrest County for the purpose of relocating utilities for the construction of Fire Station No. 9.
- Attachments: Temporary Construction Easement - SAIA

And, Add Routine Item #16 at the request of the Administration as follows:

16. **2020-493** Acknowledge receipt of request filed by Terreal Garner to appeal the Hattiesburg Historic Conservation Commission’s Denial of the petition filed by Terreal Garner to paint exterior brick at 1817 Adeline St. The HHCC Denied on January 8, 2020. Set a public hearing before City Council on February 17, 2020 at 4:00 p.m. and authorize publication of Public Notice setting an Appeal Public Hearing.

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

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2020-485** Approve the minutes for the January 6 & 7, 2020 meetings of the City Council.
- Attachments: 1-6-2020 Unsafe PH, AR Mins.
 1-7-2020 Mins.

A MOTION was made by Council Member George and seconded by Council Member Brown to Approve the minutes for the January 6 & 7, 2020 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. **2020-16** 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.
- Attachments: Request for Adjudication 1.21.2020
 716 Greely

720 Greely Street
1210 Alcorn Ave
433 W 4th Street
451 W 4th Street
528 W 4th street
706 Duane Street
811 Duane Street
426 S. 12th Street
535 W 4th Street
1200 Alcorn Ave
114 Martin Luther King Ave
205 Kensington Drive
511 Katie Ave
700 Walnut St
706 Greely St.
811 Jordan St.
902 Roby
1305 Rebecca Ave 2
42 Collins Rd
1818 Adeline St.
1313 Vernon Street
311 Park Ave
111 Dearborne St
712 Lincoln
710 Lincoln
1108 W. 4th Street
115 S. 10th Ave
902 Louise St
1708 Louise St
101 Montague St.
102 S 14th Ave
702 Greely
708 Greely
608 S 21st Ave
3407 Tiltree Rd
702 S. 22nd Ave

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Adopt Resolutions (#2020-8-44) 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.

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. **2020-475** Adopt a Resolution authorizing Requisition No. 57 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: Project Resolution Requisition 2016 Bonds No. 57

A MOTION was made by Council Member Brown and seconded by Council Member George to Adopt a Resolution (#2020-45) authorizing Requisition No. 57 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

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

Nays: 0

4. **2020-464** Approve Lighting Lease Agreement with Mississippi Power for new lighting at the East 8th Street Park and authorize the Mayor to execute the same.

Attachments: MS Power Lease for Lighting

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve Lighting Lease Agreement with Mississippi Power for new lighting at the East 8th Street Park 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

5. **2020-465** Approve Lighting Lease Agreement with Mississippi Power for new lighting along Newman Street and authorize the Mayor to execute the same.

Attachments: MS Power-Newman St Sidewalk Lease

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Approve Lighting Lease Agreement with Mississippi Power for new lighting along Newman Street 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

6. **2020-468** Approve Contract Change Order No. 1 with Wildstone Construction Services, LLC for the Camp Street Improvements Project and authorize the Mayor to execute the same.

Attachments: Camp St Imp's Change Order No. 1

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve Contract Change Order No. 1 with Wildstone Construction Services, LLC for the Camp Street Improvements Project and authorize the Mayor to execute the same.

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

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

Nays: 0

7. **2020-477** Approve Supplemental Agreement No. 1 with Grady Crawford Construction on the 2018 Water Improvements project to adjust quantities to actual, and record an underrun of \$36,327.20 on the contract; approve final pay application and authorize the Mayor to execute the same.

Attachments: Supplemental Agreement No. 1

A MOTION was made by Council Member Brown and seconded by Council Member George to Approve Supplemental Agreement No. 1 with Grady Crawford Construction on the 2018 Water Improvements project to adjust quantities to actual, and record an underrun of \$36,327.20 on the contract; approve final pay application 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. **2020-480** Approve Supplemental Agreement No. 1 with T. L. Wallace Construction, Inc. on the 2017 Water Improvements Project to adjust quantities to actual, and record an overrun of \$24,551.10 on the contract; approve final pay application and authorize the Mayor to execute the same.

Attachments: Supplemental Agreement No. 1

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve Supplemental Agreement No. 1 with T. L. Wallace Construction, Inc. on the 2017 Water Improvements Project to adjust quantities to actual, and record an overrun of \$24,551.10 on the contract; approve final pay application 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

9. **2020-470** Adopt Resolution authorizing application for the Mississippi State Department of Health FY2021 Violence Against Women Act (VAWA) S.T.O.P. Grant Program.

Attachments: Resolution-FY2021 VAWA Grant
VAWA STOP Program Information
FY2021 VAWA Budget
VAWA Project Narrative

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Adopt Resolution (#2020-46) authorizing application for the Mississippi State Department of Health FY2021 Violence Against Women Act (VAWA) S.T.O.P. Grant Program.

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. **2020-469** Approve Amendment to the Agreement with Southern Mississippi Planning & Development District (SMPDD) regarding the development of a Pavement Management Plan for the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (MPO), replacing the agreement approved 7/16/2019 in its entirety and authorize the Mayor to execute the same.

Attachments: Amendment - Pavement Management Contract with Cost Detail - 1-7-2020

A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to Approve Amendment to the Agreement with Southern Mississippi Planning & Development District (SMPDD) regarding the development of a Pavement Management Plan for the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (MPO), replacing the agreement approved 7/16/2019 in its entirety 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

11. **2020-455** Approve a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Brenda Booth of 735 Longstreet Drive in an amount not to exceed \$60,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E) and authorize the Mayor to authorize in triplicate.

Attachments: COHCDD Contractor & B. Booth 01.09.20
Grant Agreement - B. Booth (\$25K+) 01.09.20 = 2

A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Approve a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Brenda Booth of 735 Longstreet Drive in an amount not to exceed \$60,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E) and authorize the Mayor to authorize 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

- 12. 2020-452** Approve a Rental Agreement between the City of Hattiesburg and R J Young Company for two (2) copiers to be located in the Hattiesburg Police Department Detective Division in the amount not to exceed \$487.60 per month for 48 months and authorize the Mayor to execute the same.

Attachments: R J Young Rental Agreement & Rental Agreement Memorandum

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve a Rental Agreement between the City of Hattiesburg and R J Young Company for two (2) copiers to be located in the Hattiesburg Police Department Detective Division in the amount not to exceed \$487.60 per month for 48 months 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

- 13. 2020-484** Approve Professional Services Agreement between City of Hattiesburg and Project NOLA to provide a community crime camera program and authorize the Mayor to execute the same.

Attachments: Professional Services Agreement

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to TABLE to Approve Professional Services Agreement between City of Hattiesburg and Project NOLA to provide a community crime camera program and authorize the Mayor to execute the same.

Mayor Barker; Members of the Council, George, Delgado, Carroll, Dryden and Brown; Chief Administration Officer, Ann Jones; and Police Chief Anthony Parker had comments regarding Project NOLA.

Following discussion, the Motion FAILED, receiving the negative vote of the Council as follows:

Yeas: 2 - Delgado and Brown

Nays: 3 - George, Carroll and Dryden

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve Professional Services Agreement between City of Hattiesburg and Project NOLA to provide a community crime camera program and authorize the Mayor to execute the same.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 1 - Delgado

14. **2020-483** Approve clothing allowance policy for plain clothes police officers for the City of Hattiesburg.

Attachments: City of Hattiesburg Police Department Clothing Allowance Policy

A MOTION was made by Council Member Delgado and seconded by Council Member George to
Approve clothing allowance policy for plain clothes police officers for 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

15. **2020-481** Approve the purchase of property located at 604/606 Mobile Street (Old Smith Drug) from Harvel Harris, Jr., and Belinda F. Harris for the purchase price of \$20,000.00, which covers the cost of acquiring the property by eminent domain, the payment is commensurate with the fair market value of the property, and the approval of an administrative settlement in the amount of \$20,000.00 is reasonable, prudent and in the best interest of the public and authorize manual check for the same.

Attachments: Smith Drug Property WARRANTY DEED to CITY 1-13-2020
Smith Drug Appraisal Report
Smith Drug Historical Significance Letter-Sturkey
Smith Drug Title Opinion-Thomas

A MOTION was made by Council Member Delgado and seconded by Council Member George to
Authorize the purchase of property located at 604/606 Mobile Street (Old Smith Drug) from Harvel Harris, Jr., and Belinda F. Harris for the purchase price of \$20,000.00, which exceeds the appraised value of \$3,600.00. The City has made reasonable efforts to negotiate a purchase price of \$3,600.00, and those efforts have failed. The City believes that, in light of the historic value of the property as evidenced by the attached letter from Dr. William Sturkey of the University of North Carolina at Chapel Hill, as well as the cost of acquiring the property by eminent domain, the payment to the owners of the property of \$20,000.00 is commensurate with the fair market value of the property, and the approval of an administrative settlement in the amount of \$20,000.00 is reasonable, prudent and in the best interest of the public. Authorize manual check for 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

16. **2020-482** Approve Agreement between City of Hattiesburg and Hattiesburg Convention Commission for the management, operation and program development of the Historic Smith Drug Company Building and authorize the Mayor to execute the same.

Attachments: Smith Drug Management Contract January 2020

A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to
Approve Agreement between City of Hattiesburg and Hattiesburg Convention Commission for the management, operation and program development of the Historic Smith Drug Company Building 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

- 17. 2020-26** Approve Agreement between the City of Hattiesburg Fire Department and Emergency Reporting to provide software subscription, setup, and support for a 5-year period beginning January 15, 2020 and ending January 14, 2025, and authorize Mayor to execute the same.

Attachments: HFD Emergency Reporting Agreement

A MOTION was made by Council Member Brown and seconded by Council Vice President Dryden to Approve Agreement between the City of Hattiesburg Fire Department and Emergency Reporting to provide software subscription, setup, and support for a 5-year period beginning January 15, 2020 and ending January 14, 2025, and authorize 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

- 18. 2020-458** Acknowledge receipt of the award for the 2019 Georgia Pacific Bucket Brigade Grant Program in the amount of \$5,000 for the purchase of equipment for the Hattiesburg Fire Department.

Attachments: GP Check

A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to Acknowledge receipt of the award for the 2019 Georgia Pacific Bucket Brigade Grant Program in the amount of \$5,000 for the purchase of equipment for the Hattiesburg Fire Department.

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

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

Nays: 0

- 19. 2020-467** Approve or deny changes to wages and salaries proposed in accordance with Ordinance No. 3154.

Attachments: Copy of Pay Scale Alignment Public Works Administration January 2020 (2)

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve changes to wages and salaries proposed in accordance with Ordinance No. 3154.

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

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

Nays: 0

- 20. 2020-472** Approve a Subrecipient Agreement with Breakthrough Community Services to provide Emergency Repairs in connection with the City's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Grant Program and authorize the Mayor to execute the same.

Attachments: BCS Emergency Repair Subrecipient 2020

A MOTION was made by Council Member George and seconded by Council Member Delgado to Approve a Subrecipient Agreement with Breakthrough Community Services to provide Emergency Repairs in connection with the City's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Grant Program 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

21. **2020-476** Ratify and confirm the Mayor’s reappointment of Tom Boldo (W2) to the Historic Conservation Commission for a term beginning Feb 18, 2020 an ending June 30, 2024.

Attachments: data sheet Boldo 2020

A MOTION was made by Council Member George and seconded by Council Member George to Ratify and confirm the Mayor’s reappointment of Tom Boldo (W2) to the Historic Conservation Commission for a term beginning Feb 18, 2020 an ending June 30, 2024.

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

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

Nays: 0

22. **2020-478** Ratify and confirm the Mayor’s reappointment of Glenn Nees (W4) to the Historic Conservation Commission for a term beginning Feb 18, 2020 and ending June 30, 2023.

Attachments: data sheet Nees 2020

A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to Ratify and confirm the Mayor’s reappointment of Glenn Nees (W4) to the Historic Conservation Commission for a term beginning Feb 18, 2020 and ending June 30, 2023.

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

23. **2020-479** Ratify and confirm the Mayor’s reappointment of Dr. Margaret Dwight Shelton (W2) to the Historic Conservation Commission for a term beginning February 18, 2020 through June 30, 2024.

Attachments: data sheet Dwight-Shelton 2020

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Ratify and confirm the Mayor’s reappointment of Dr. Margaret Dwight Shelton (W2) to the Historic Conservation Commission for a term beginning February 18, 2020 through June 30, 2024.

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

24. **2020-486** Ratify and confirm the Mayor's appointment of Ronnie Perkins to the Pine Belt Regional Solid Waste Authority, to fill the unexpired term of Wanda Tyler, for a term beginning January 21, 2020 and ending June 29, 2021.

Attachments: Perkins-Data Sheet

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Ratify and confirm the Mayor's appointment of Ronnie Perkins to the Pine Belt Regional Solid Waste Authority, to fill the unexpired term of Wanda Tyler, for a term beginning January 21, 2020 and ending June 29, 2021.

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

- | | | |
|------------|-----------------|--|
| 25. | 2020-492 | Approve and Authorize Mayor to execute a Temporary Construction Easement with SAIA Motor Freight Line, LLC for a portion of Parcel No. 2-011-15-005.00 (PPIN 008991) in Forrest County for the purpose of relocating utilities for the construction of Fire Station No. 9. |
|------------|-----------------|--|

Attachments: Temporary Construction Easement – SAIA

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve and Authorize Mayor to execute a Temporary Construction Easement with SAIA Motor Freight Line, LLC for a portion of Parcel No. 2-011-15-005.00 (PPIN 008991) in Forrest County for the purpose of relocating utilities for the construction of Fire Station No. 9.

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

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

Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

A MOTION was made by Council 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. 2020-487** Ratification of Cooperative Equipment Agreement between the City of Hattiesburg and Mississippi Forestry Commission allowing for the transfer of excess equipment no longer in use by the Forestry Commission to the City of Hattiesburg for fire suppression responsibility.

Attachments: MS Forestry Commission Cooperative Agreement
- 2. 2020-454** Acknowledge Proof of Publications for the month of December 2019.

Attachments: Proof of Publication Hub City Spokes Dec 2019
- 3. 2020-471** Acknowledge receipt of Privilege License Monthly Report for 12/2019.

Attachments: PTL Monthly Report-December 2019
- 4. 2020-460** Acknowledge receipt of a list of properties determined by Code Enforcement Officers in the months of October, November, and December of 2019 eligible for processing via expedited process.

Attachments: Expedited Property Maintenance List October -December 2019
- 5. 2020-474** Approve and authorize issuance of manual check for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}

Attachments: MEMORANDUM-Manual Check CDBG Hollimon Construction 01.13.20
- 6. 2020-459** Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs {Entitlement}

Attachments: QEC NOTICE TO BIDDERS 01-2020
QEC instructions 2020
QEC Application and Checklist

7. **2020-461** Approve specifications and authorize publication of advertisement for term bid item #2 - Repair and Rehabilitation of City Streets

Attachments: Item #2 Specifications
 Notice to Bidders - Item 2 - Paving

8. **2020-462** Approve specifications and authorize publication of advertisement for term bid item #20 -Furnish Labor, Equipment and Material for Repair, Replacement or Installation of Ductile Iron or PVC Water Lines and Fittings for the Hattiesburg Water Department

Attachments: Item #20 - Specifications
 NOTICE TO BIDDERS

9. **2020-463** Approve specifications and authorize publication of advertisement for term bid item #26 -Sanitary Sewer Line and Storm Repair or Replacement

Attachments: Item #26 - Specs
 NTB-

10. **2020-25** Approve Specifications and Authorize Publication of Advertisement for Term Bids for Lot Clearing and related services.

Attachments: Notice to Bidders- Lot Clearing
 Term Bid Document - Lot Clearing
 BID FORM - Lot Clearing

11. **2020-466** Approve Plans and Specifications and Authorize Advertisement for Bids for a Smoke Evacuation for the Public Safety Complex.

Attachments: 100% Bid Drawings 01-10-2020
 100% Bid Specifications 01-10-2020
 ADVERTISEMENT FOR BIDS - Smoke Evacuation System

12. **2020-473** Approve Specifications and Authorize Publication of Advertisement for Term Bids for Demolition and related services.

Attachments: Notice to Bidders- Demolition(Revised)
 BID FORM - Demolition 2020
 Term Bid Document - Demolition 2020

13. **2020-457** Approve the City's purchase of one (1) one grave space located in the North Half (N 1/2) of the Southeast Quarter (SE 1/4), Lot 3, Section 24, at Highland Cemetery Minute Book# 1984-283,in the amount of \$ 175.00 and one (1) grave space located in the South Half (S 1/2) of the Southeast Quarter (SE 1/4) , Lot 14, Section 24, at Highland Cemetery Minute Book# 1984-283 in the amount of \$ 175.00. Total for both spaces \$ 350.00, from Christopher Clements, Authorize manual check for the same.

Attachments: Buy Back(Christopher Clements (01-21-2020)

14. **2020-456** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Attachments: Memo's (01-21-2020)
 Receipts (01-21-2020)
 Deeds (01-21-2020)

15. **2020-488** Approve claims docket for the period ending January 17, 2020.

Attachments: Docket 01.17.20

16. **2020-493** Acknowledge receipt of request filed by Terreal Garner to appeal the Hattiesburg Historic Conservation Commission's Denial of the petition filed by Terreal Garner to paint exterior brick at 1817 Adeline St. The HHCC Denied on January 8, 2020. Set a public hearing before City Council on February 17, 2020 at 4:00 p.m. and authorize publication of Public Notice setting an Appeal Public Hearing.

Attachments: Garner Appeal form

In Memoriam:

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

- Mr. Neil Peart
- Ms. Elma Elmer
- Ms. Katie Rose Woods McClendon
- Mr. George Boone
- Mr. Jacoby Malik Bergeron
- Mrs. Lynelle Jones
- Mr. Jamara Quadracus “Drake” Edwards

Meeting Adjourn

By unanimous consent, Council President Carroll declared **the meeting adjourned at 5:10 p.m., this 21st day of January, 2020.**

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, February 4, 2020

Re: Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
File Number: 2020-42
Minute Book #

Summary

Adopt Resolutions of Condemnation

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 February 4, 2020 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: January 27, 2020

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. 113 Saratoga Circle.	22714	4	OS, GAR/R
2. 212 Timothy Lane.	22176	4	VS, OGL, GAR/R
3. 509 Buschman St.	15820	4	OGL, AB
4. 518 Southern Ave.	18662	4	AB, OGL
5. 700 Greely St.	22075	2	AB, DB, OGL
6. 702 Greely St.	22076	2	AB, DB, OGL
7. 704 Greely St.	22077	2	AB, DB, OGL
8. 706 Greely St.	22078	2	AB, DB, OGL
9. 708 Greely St.	22079	2	AB, DB, OGL
10. 710 Greely St.	22080	2	AB, DB, OGL

Garbage & Rubbish=GAR/RUB

Dangerous Structure=DS

Overgrown Lot=OGL

Open Storage=OS

Unsafe Structure=US

Abandoned Vehicle=AV

Abandoned Building=AB
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: 113 Saratoga Circle

WHEREAS, on the 17th day of December, 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 3rd day of February, 2020, 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:

2-028J-08-027.00, 113 Saratoga Circle, Hattiesburg, MS, 39401 and better described as Lot 52, Park Haven North Subdivision, as per Plat Book 9 Page 3, Forrest County, Mississippi together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Reuben Grayson

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:

Open Storage (International Property Maintenance Code)
Garbage/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 4th day of February, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of February, 2020.

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: 212 Timothy Lane

WHEREAS, on the 17th day of December, 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 3rd day of February, 2020, 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:

2-038D-16-056.00, 212 Timothy Lane, Hattiesburg, MS, 39401 and better described as: Begin 50 Feet Northwest of the South corner of Lot 1 of Block 93. Proceed Northeast 100 feet; then Northwest 75 feet; then Southwest 100 feet; then Southeast 75 to the point of beginning.

WHEREAS, the owner of the property is: Jimmy Brown, Jr.

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 Structures and Land (International Property Maintenance Code)
Exterior Structure (International Property Maintenance Code)
Garbage/Rubbish (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 4th day of February, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of February, 2020.

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: 509 Buschman Street

WHEREAS, on the 17th day of December, 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 3rd day of February, 2020, 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:

2-029I-10-185.00, 509 Buschman Street, Hattiesburg, MS, 39401, and better described as A part of Lot 1 in Block 52 and according to the Hardy & Scott Survey in the City of Hattiesburg, and more particularly described as commencing at the most Northerly corner of said Lot 1, sometimes referred to as the Northeast corner of said Lot 1, and run thence Southwesterly along the Eastern line of Buschman Street 98 feet to the point of beginning of the parcel herein described and conveyed, thence at right angles Southeastwardly 200 feet to the Eastern line of said Lot 1, thence Southwestwardly along the Eastern line of said Lot 1, 60 feet, thence at right angles North westwardly 200 feet to Buschman Street and thence Northeastwardly along the Eastern line of Buschman Street 60 feet to said point of beginning, the said parcel of land having a frontage on Buschman Street of 60 feet and extending back between parallel line 200 feet or the entire depth of said Lot, together with all improvements lying thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Willis, Leila, and Nancy Carter

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 Structures and Land (International Property Maintenance Code)
Exterior 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 4th day of February, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of February, 2020.

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: 518 Southern Ave

WHEREAS, on the 17th day of December, 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 3rd day of February, 2020, 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:

2-090-10-121.00, 518 Southern Ave, Hattiesburg, MS, 39401 and better described as: Begin at the Southwest corner of Lot 10, Block 73 of the Kamper & Whinnery's No. 1 Subdivision of the City of Hattiesburg, Forrest County, Mississippi, and run East 50 feet to and for a point of beginning, run thence North 200 feet, run thence East 50 feet, run thence West along the northern boundary of Southern Avenue 50 feet back to the point of beginning, and being part of Lots 9 and 10, Block 73, Kamper & Whinnery Subdivision No. 1, Hattiesburg, Forrest County, Mississippi, together with all improvements and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Peggy Hudson Fisher

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 Structures and Land (International Property Maintenance Code)
Exterior 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 4th day of February, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of February, 2020.

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: 700 Greely Street

WHEREAS, on the 17th day of December, 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 3rd day of February, 2020, 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-14-150.00, 700 Greely Street, Hattiesburg, MS, 39401 and better described as Lot 13, Block 5 of the 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, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Josie McKorkle

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 Structures and Land (International Property Maintenance Code)
Garbage and Rubbish (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 4th day of February, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of February, 2020.

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: 702 Greely Street

WHEREAS, on the 17th day of December, 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 3rd day of February, 2020, 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-14-149.00, 702 Greely Street, Hattiesburg, MS, 39401 and better described as Lot 14, OF Block 5, of the McInnis, Mitchell, and Longre Subdivision of the said City of Hattiesburg, Mississippi.

WHEREAS, the owner of the property is: Robert Lee & Etal Posey c/o Hattiesburg Area Habitat

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 Structures and Land (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 4th day of February, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of February, 2020.

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: 704 Greely Street

WHEREAS, on the 17th day of December, 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 3rd day of February, 2020, 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-14-148.00, 704 Greely Street, Hattiesburg, MS, 39401 and better described as Lot 15 in Block 5 of the McInnis, Mitchell, and Longre Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat now on file in the Office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Tonya D. Leflore

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 Structures and Land (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 4th day of February, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of February, 2020.

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: 706 Greely Street

WHEREAS, on the 17th day of December, 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 3rd day of February, 2020, 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-14-147.00, 706 Greely Street, Hattiesburg, MS, 39401 and better described as A part of Lot 3, in Block 2 of the Maggie. E. Ward Subdivision of the City of Hattiesburg, Forrest County, Mississippi, and commencing at the Northeast Corner of said Lot 3 and run thence West 50 feet, thence South 8- feet, thence East 50 feet, thence North 80 feet to the point of beginning.

WHEREAS, the owner of the property is: Lynn & Elmer Wilks

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 Structures and Land (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 4th day of February, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of February, 2020.

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: 708 Greely Street

WHEREAS, on the 17th day of December, 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 3rd day of February, 2020, 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-14-146.00, 708 Greely Street, Hattiesburg, MS, 39401 and better described as, Lot 17, Block 5, McInnis, Mitchell, and Longre Parcel #244-0656-005-017.00, PPIN #22079, REC. #18315, Section 14, Township 4, North Range 13 West, Parcel/PPIN: 2440656005017.00, Forrest County, Mississippi.

WHEREAS, the owner of the property is: Nathaniel Brown

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 Structures and Land (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 4th day of February, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of February, 2020.

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: 710 Greely Street

WHEREAS, on the 17th day of December, 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 3rd day of February, 2020, 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-14-145.00, 710 Greely Street, Hattiesburg, MS, 39401 and better described as, LT 18 BLK 5 MCINNIS, MITCHELL, & LONGRE SUB B547 P2 10/84 DB566 P369 B600 B831 P366 12/14/99 S-T-R: 14-04N-13W

WHEREAS, the owner of the property is: Rodell Pittman, Jr.

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 Structures and Land (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 4th day of February, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of February, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Connie Everett, Interim CFO

cc:

Date: Tuesday, February 4, 2020

Re: Adopt February 4, 2020 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2020 and Adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.
File Number: 2020-43
Minute Book #

Summary

The City is requesting adoption of budget amendments and adoption of a Resolution authorizing publication of amendments in excess of 10% of the originally appropriated fund balance.

Recommendation Statement

I recommend adoption of the budget amendments and Resolution authorizing publication of amendments in excess of 10% of the originally appropriated fund balance.

Please place this on the February 4, 2020 City Council meeting for consideration.

MEMORANDUM

TO : *Mayor Barker, Members of City Council*
FROM : *Connie Everett, Interim CFO*
DATE : *February 4, 2020*
SUBJECT : *Proposed Amendments, FY 2020*

Below is a list of the most significant proposed amendments to the FY 2020 budget. Attached is a more detailed list of proposed changes to the General Fund, detailing the impact to the Fund's budgeted ending cash. Descriptions are also included for proposed changes to the budgets of other funds.

- New grants and local contributions totaling \$19,750
- Increase budget for special duty assignments by \$100,000
- Record payoff of CDBG grant obtained by Hub City Lofts in 2013
- MS Dept. of Archives & History grant passed through city for Woodley School \$102,400

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

- Budget savings of \$92,002 from previously approved salary changes reallocated for one-time projects
- Adjust budget for software purchase - \$12,651
- Adjust expenditure budget for CDBG grant payoff

For funds other than the General Fund, the most significant items were:

- Budget for purchase of Smith Drugstore building - \$20,000
- Budget for payment of issuance costs and reimbursement to developer for Planet Fitness debt issuance
- Budget revenue from internet sales tax for infrastructure projects - \$485,060 expected in FY 2020

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

RECAP OF PROPOSED AMENDMENTS
February 4, 2020
FY 2020

GENERAL FUND:

Budgeted Ending Cash as adopted **2,501,050**

Amendments to Revenues:

Federal grant - Homeland Security	10,000	
MS Dept of Archived & History grant - Woodley School	102,400	
County-Shared Revenue - Fire Dept grant	5,000	
Public Safety - increase special duty revenue	100,000	
Miscellaneous - local contributions	4,750	
Non-Revenue Receipts - payoff on CDBG grant	1,297,782	
Total Amendments to Revenues		1,519,932

Amendments to Expenditures:

City Court - adjust budget for grant changes	2,651	
Mayor/Admin - local contribution-Midnight on Front St	(3,750)	
Mun. Clerk - budget for approved salary changes	25,084	
Accounting - budget for approved salary changes	(4,571)	
Urban Dev - local contribution - Comm. Dev. Day	(1,000)	
Info.Sys - Adjust budget for software purchase	(12,651)	
P/F Training - adjust budget for grant changes	(10,000)	
Fire - adjust budget for grant	(5,000)	
P/S Contractual Svcs. - adjust budget for special duty	(100,000)	
Streets - adjust budget for approved salary changes	(1,636)	
Shop - adjust budget for approved salary changes	(2,454)	
Sanitation - adjust budget for approved salary changes	4,772	
Health - adjust budget for approved salary changes	70,807	
Human/Social Assist. - adjust budget for Longleaf		
Trace contribution & Woodley School MDAH grant	(92,400)	
Economic Dev - allocate budget savings for one-time projects	(92,002)	
Debt Svc - adjust budget for CDBG grant payoff	(1,297,782)	
Total Amendments to General Fund Expenditures		(1,519,932)
Budgeted Ending Cash, as Amended		\$ 2,501,050

PARKS & RECREATION FUND:

Adjust budget for purchase of Smith Drugstore building **\$ 20,000**

2020 TAX INCREMENT FINANCING (PLANET FITNESS) BOND & INT FUND:

Budget for payment of issuance costs **\$ 55,000**

TIF CONSTRUCTION FUND:

Budget for payment of reimbursable costs to developer	\$	768,000
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INFRASTRUCTURE IMPR - INTERNET SALES TAX FUND:

Budget sales tax revenue for infrastructure improvement projects	\$	485,060
--	----	---------

RESOLUTION

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

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

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

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$323,068	\$39,300	\$362,368	Adjust budget for grant award

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Public Safety Contractual Services Personnel Services Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$281,300	\$100,000	\$381,300	Adjust budget for public safety special duty assignments

Section 3. That the following budget amendments are hereby authorized to be made in the City's General Fund Human/Social Assistance other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$288,500	\$92,400	\$380,900	Budget for grant passed through to HPSPD; adjust contribution budget for Longleaf Trace

Section 4. That the following budget amendments are hereby authorized to be made in the City's General Fund Economic Development Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$360,810	\$92,002	\$452,812	Reallocate budget savings to one-time projects

Section 5. That the following budget amendments are hereby authorized to be made in the City's General Fund Debt Service Principal Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$702,600	\$1,412,172	\$2,114,772	Budget for principal on debt inadvertently omitted from budget and payoff of outstanding debt

Section 6. That the following budget amendments are hereby authorized to be made in the City's Parks & Recreation Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$149,000	\$62,654	\$211,654	Budget for open purchase order from FY 2019 for park improvements; purchase of property

Section 7. That the following budget amendments are hereby authorized to be made in the City's TIF Debt Service (Planet Fitness) Fund Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$55,000	\$55,000	Budget for payment of issuance costs for TIF debt

Section 8. That the following budget amendments are hereby authorized to be made in the City's Infrastructure Improvements – Internet Sales Tax Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$485,060	\$485,060	Budget sales tax receipts for infrastructure improvements

Section 9. That the following budget amendments are hereby authorized to be made in the City's TIF Construction Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$3,588,492	\$3,588,492	Budget for developer reimbursement costs for TIF bond issuance

Section 10. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 4th day of February, 2020.

(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 4th day of February, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2020

	Original FY 2020 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets
<u>Revenues & Beg. Cash Balance:</u>					
Taxes -Other	\$40,000		\$40,000		\$40,000
Licenses & Permits	4,397,600		4,397,600		\$4,397,600
Intergovernmental Revenues:					
Federal	1,285,567	9,377	1,294,944	10,000	\$1,304,944
State	202,595	-43,873	158,722	102,400	\$261,122
State-Shared	23,358,000		23,358,000		\$23,358,000
County/City Shared	22,218	36,300	58,518	5,000	\$63,518
Charges for Services:					\$0
Public Safety	295,000		295,000	100,000	\$395,000
Streets	0		0		\$0
Sanitation	2,245,000		2,245,000		\$2,245,000
Misc.	0		0		\$0
Fines & Forf.	1,043,300		1,043,300		\$1,043,300
Misc. Revenues	302,400	121,000	423,400	4,750	\$428,150
Transfers-In	850,000		850,000		\$850,000
Non-Revenue Receipts	237,412		237,412	1,297,782	\$1,535,194
TOTAL REVENUES EXCLUSIVE OF PROPERTY TAXES	\$34,279,092	\$122,804	\$34,401,896	\$1,519,932	\$35,921,828
Beg. Fund Balance	8,400,000	994,348	9,394,348		\$9,394,348
Less Reserve for Court Technology	-900,000	-14,503	-914,503		-\$914,503
Less Reserve for Future Debt Service	-1,800,000	1,800,000	0		\$0
Property Tax Levy	18,400,000	335,000	18,735,000		\$18,735,000
TOTAL AVAIL. REVENUES	\$58,379,092	\$3,237,649	\$61,616,741	\$1,519,932	\$63,136,673

THE GENERAL FUND EXPENDITURE BUDGETS:

City Council					
Personnel	\$362,805		\$362,805		\$362,805
Supplies & Expenses	3,400		3,400		\$3,400
Other Services & Charges	251,500		251,500		\$251,500
Capital Outlays	6,000		6,000		\$6,000
Total - City Council	\$623,705	\$0	\$623,705	\$0	\$623,705
City Court					
Personnel	\$1,090,201		\$1,090,201		\$1,090,201
Supplies & Expenses	59,925	1,719	61,644	-28,761	\$32,883
Other Services & Charges	529,694	80,000	609,694	26,110	\$635,804
Capital Outlays	0		0		\$0
Total - City Court	\$1,679,820	\$81,719	\$1,761,539	-\$2,651	\$1,758,888
Mayor/Admin.					
Personnel	\$817,694		\$817,694		\$817,694
Supplies & Expenses	15,350		15,350		\$15,350
Other Services & Charges	194,965		194,965	3,750	\$198,715
Capital Outlays	5,000		5,000		\$5,000
Total - Mayor/Admin.	\$1,033,009	\$0	\$1,033,009	\$3,750	\$1,036,759
Elections					
Personnel	\$0		\$0		\$0
Supplies & Expenses	1,400		1,400		\$1,400

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2020

	Original FY 2020 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets
Other Services & Charges	45,550		45,550		\$45,550
Capital Outlays	0		0		\$0
Total - Elections	\$46,950	\$0	\$46,950	\$0	\$46,950
Muni. Clerk					
Personnel	\$323,178		\$323,178	-\$25,084	\$298,094
Supplies & Expenses	5,300		5,300		\$5,300
Other Services & Charges	48,852	6,825	55,677		\$55,677
Capital Outlays	0		0		\$0
Total - Muni Clerk	\$377,330	\$6,825	\$384,155	-\$25,084	\$359,071
Accounting					
Personnel	\$321,940		\$321,940	\$4,571	\$326,511
Supplies & Expenses	5,750		5,750		\$5,750
Other Services & Charges	1,730		1,730		\$1,730
Capital Outlays	0		0		\$0
Total - Accounting	\$329,420	\$0	\$329,420	\$4,571	\$333,991
Purchasing					
Personnel	\$126,415		\$126,415		\$126,415
Supplies & Expenses	3,100		3,100		\$3,100
Other Services & Charges	2,605	129	2,734		\$2,734
Capital Outlays	0		0		\$0
Total - Purchasing	\$132,120	\$129	\$132,249	\$0	\$132,249
City Attorney					
Personnel	\$95,655		\$95,655		\$95,655
Supplies & Expenses	0		0		\$0
Other Services & Charges	5,000		5,000		\$5,000
Capital Outlays	0		0		\$0
Total - City Attorney	\$100,655	\$0	\$100,655	\$0	\$100,655
Human Resources					
Personnel	\$188,812		\$188,812		\$188,812
Supplies & Expenses	9,600		9,600		\$9,600
Other Services & Charges	6,100		6,100		\$6,100
Capital Outlays	0		0		\$0
Total - Human Resources	\$204,512	\$0	\$204,512	\$0	\$204,512
Loss Control					
Personnel	\$70,065		\$70,065		\$70,065
Supplies & Expenses	6,900		6,900		\$6,900
Other Services & Charges	4,000		4,000		\$4,000
Capital Outlays	0		0		\$0
Total - Loss Control	\$80,965	\$0	\$80,965	\$0	\$80,965
Urban Development					
Personnel	\$724,472		\$724,472		\$724,472
Supplies & Expenses	29,150		29,150	1,000	\$30,150
Other Services & Charges	86,850	51,925	138,775		\$138,775
Capital Outlays	0		0		\$0

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2020

	Original FY 2020 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets
Total - Urban Dev.	\$840,472	\$51,925	\$892,397	\$1,000	\$893,397
Information Systems					
Personnel	\$300,520	\$3,755	\$304,275		\$304,275
Supplies & Expenses	54,125		54,125		\$54,125
Other Services & Charges	589,945		589,945		\$589,945
Capital Outlays	243,703		243,703	12,651	\$256,354
Total - Inf. Systems	\$1,188,293	\$3,755	\$1,192,048	\$12,651	\$1,204,699
Gen. Gov't Building					
Personnel			\$0		\$0
Supplies & Expenses	21,600		21,600		\$21,600
Other Services & Charges	172,100		172,100		\$172,100
Capital Outlays	0	1,899	1,899		\$1,899
Total - Gen. Gov't Building	\$193,700	\$1,899	\$195,599	\$0	\$195,599
Intermodal Facility (Depot) O & M:					
Personnel	\$0		\$0		\$0
Supplies & Expenses	14,700		14,700		\$14,700
Other Services & Charges	81,100	36,338	117,438		\$117,438
Capital Outlays	0		0		\$0
Total - Depot O & M	\$95,800	\$36,338	\$132,138	\$0	\$132,138
Metro Planning					
Personnel	\$235,281		\$235,281		\$235,281
Supplies & Expenses	19,000		19,000		\$19,000
Other Services & Charges	149,200	165,340	314,540		\$314,540
Capital Outlays	0		0		\$0
Total - Metro Planning	\$403,481	\$165,340	\$568,821	\$0	\$568,821
Gen. Gov't Insurance/Other serv.					
Personnel	\$0		\$0		\$0
Supplies & Expenses	1,000		1,000		\$1,000
Other Services & Charges	2,349,400		2,349,400		\$2,349,400
Capital Outlays			0		\$0
Total - Gen. Gov't Insur/other Serv.	\$2,350,400	\$0	\$2,350,400	\$0	\$2,350,400
Federal Programs Administration					
Personnel	\$0		0		\$0
Supplies	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlay	0		0		\$0
Total - Federal Programs Admin.	\$0	\$0	\$0	\$0	\$0
Recap - General Government Cost Centers					
Personnel	\$4,657,038	\$3,755	\$4,660,793	-\$20,513	\$4,640,280
Supplies & Expenses	\$250,300	\$1,719	\$252,019	-\$27,761	\$224,258
Other Services & Charges	\$4,518,591	\$340,557	\$4,859,148	\$29,860	\$4,889,008
Capital Outlays	\$254,703	\$1,899	\$256,602	\$12,651	\$269,253
Total - Gen. Government	\$9,680,632	\$347,930	\$10,028,562	-\$5,763	\$10,022,799

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2020

	Original FY 2020 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets
Police					
Personnel	\$11,350,274	\$7,810	\$11,358,084		\$11,358,084
Supplies & Expenses	729,324	38,000	767,324		\$767,324
Other Services & Charges	644,796	9,043	653,839		\$653,839
Capital Outlays	0	117,353	117,353		\$117,353
Total - Police	\$12,724,394	\$172,206	\$12,896,600	\$0	\$12,896,600
Police & Fire Training					
Personnel	\$41,107		\$41,107		\$41,107
Supplies & Expenses	108,175		108,175	10,000	\$118,175
Other Services & Charges	71,356	-311	71,045		\$71,045
Capital Outlays	2,002	4,213	6,215		\$6,215
Total - Police & Fire Training	\$222,640	\$3,902	\$226,542	\$10,000	\$236,542
Fire					
Personnel	\$8,727,232		\$8,727,232		\$8,727,232
Supplies & Expenses	323,068	34,300	357,368	5,000	\$362,368
Other Services & Charges	313,109		313,109		\$313,109
Capital Outlays	0		0		\$0
Total - Fire Dept.	\$9,363,409	\$34,300	\$9,397,709	\$5,000	\$9,402,709
Code Enforcement					
Personnel	\$652,212		\$652,212		\$652,212
Supplies & Expenses	26,450		26,450		\$26,450
Other Services & Charges	261,700		261,700		\$261,700
Capital Outlays	0		0		\$0
Total - Code Enforcement	\$940,362	\$0	\$940,362	\$0	\$940,362
Contractual Services - Public Safety					
Personnel	\$281,300		\$281,300	\$100,000	\$381,300
Supplies & Expenses	0		0		\$0
Other Services & Charges	918,000		918,000		\$918,000
Capital Outlays	0		0		\$0
Total - Cont. Serv. - Public Safety	\$1,199,300	\$0	\$1,199,300	\$100,000	\$1,299,300
<u>Public Services Cost Centers:</u>					
Traffic Maint.					
Personnel	\$367,751		\$367,751		\$367,751
Supplies & Expenses	221,872		221,872		\$221,872
Other Services & Charges	46,447		46,447		\$46,447
Capital Outlays	0		0		\$0
Total - Traffic Maint.	\$636,070	\$0	\$636,070	\$0	\$636,070
Streets					
Personnel	\$1,092,124		\$1,092,124	\$1,636	\$1,093,760
Supplies & Expenses	450,986	20,490	471,476		\$471,476
Other Services & Charges	1,666,300	454,410	2,120,710		\$2,120,710
Capital Outlays	300,000		300,000		\$300,000
Total - Streets	\$3,509,410	\$474,900	\$3,984,310	\$1,636	\$3,985,946

Street Lights

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2020

	Original FY 2020 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets
Personnel			\$0		\$0
Supplies & Expenses			0		\$0
Other Services & Charges	1,310,000	10,000	1,320,000		\$1,320,000
Capital Outlays	0		0		\$0
Total - Street Lights	\$1,310,000	\$10,000	\$1,320,000	\$0	\$1,320,000
Engineering					
Personnel	\$443,598		\$443,598		\$443,598
Supplies & Expenses	11,075		11,075		\$11,075
Other Services & Charges	308,487	60,000	368,487		\$368,487
Capital Outlays	0		0		\$0
Total - Engineering	\$763,160	\$60,000	\$823,160	\$0	\$823,160
Shop					
Personnel	\$535,610		\$535,610	\$2,454	\$538,064
Supplies & Expenses	48,386		48,386		\$48,386
Other Services & Charges	39,484	2,000	41,484		\$41,484
Capital Outlays	0		0		\$0
Total - Shop	\$623,480	\$2,000	\$625,480	\$2,454	\$627,934
GOFS					
Personnel	\$0		\$0		\$0
Supplies & Expenses	6,620		6,620		\$6,620
Other Services & Charges	18,150		18,150		\$18,150
Capital Outlays	0	10,750	10,750		\$10,750
Total - GOFS	\$24,770	\$10,750	\$35,520	\$0	\$35,520
Drainage					
Personnel	\$0		\$0		\$0
Supplies & Expenses	51,800		51,800		\$51,800
Other Services & Charges	63,800	54,300	118,100		\$118,100
Capital Outlays	712,310		712,310		\$712,310
Total - Drainage	\$827,910	\$54,300	\$882,210	\$0	\$882,210
Construction					
Personnel	\$824,826		\$824,826		\$824,826
Supplies & Expenses	137,900		137,900		\$137,900
Other Services & Charges	108,132		108,132		\$108,132
Capital Outlays	0		0		\$0
Total - Construction	\$1,070,858	\$0	\$1,070,858	\$0	\$1,070,858
Sanitation					
Personnel	\$1,586,432		1,586,432	-\$4,772	\$1,581,660
Supplies & Expenses	371,770	3,000	374,770		\$374,770
Other Services & Charges	1,425,295		1,425,295		\$1,425,295
Capital Outlays	287,000	-36,750	250,250		\$250,250
Total - Sanitation	\$3,670,497	-\$33,750	\$3,636,747	-\$4,772	\$3,631,975
Street Cleaning					
Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2020

	Original FY 2020 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets
Other Services & Charges	0		0		\$0
Capital Outlays	0		0		\$0
Total - Street Cleaning	\$0	\$0	\$0	\$0	\$0
Health					
Personnel	\$1,611,425		\$1,611,425	-\$70,807	\$1,540,618
Supplies & Expenses	178,685	-3,585	175,100		\$175,100
Other Services & Charges	7,100		7,100		\$7,100
Capital Outlays	0		0		\$0
Total - Health	\$1,797,210	-\$3,585	\$1,793,625	-\$70,807	\$1,722,818
Recap - Public Services:					
Personnel	\$6,461,766	\$0	\$6,461,766	-\$71,489	\$6,390,277
Supplies & Expenses	\$1,479,094	19,905	1,498,999	0	\$1,498,999
Other Services & Charges	\$4,993,195	580,710	5,573,905	0	\$5,573,905
Capital Outlays	\$1,299,310	-26,000	1,273,310	0	\$1,273,310
Total - Public Services	\$14,233,365	\$574,615	\$14,807,980	-\$71,489	\$14,736,491
Animal Control					
Personnel	\$167,939		\$167,939		\$167,939
Supplies & Expenses	15,400		15,400		\$15,400
Other Services & Charges	182,125		182,125		\$182,125
Capital Outlays	0		0		\$0
Total - Animal Control	\$365,464	\$0	\$365,464	\$0	\$365,464
Human/Social Assist.					
Personnel			\$0		\$0
Supplies & Expenses			0		\$0
Other Services & Charges	288,500		288,500	92,400	\$380,900
Capital Outlays			0		\$0
Total - Human/Social Assist.	\$288,500	\$0	\$288,500	\$92,400	\$380,900
Economic Dev.					
Personnel			\$0		\$0
Supplies & Expenses			0		\$0
Other Services & Charges	360,810		360,810	92,002	\$452,812
Capital Outlays		1,800,000	1,800,000		\$1,800,000
Total - Economic Dev.	\$360,810	\$1,800,000	\$2,160,810	\$92,002	\$2,252,812
Debt Service					
Principal	\$702,600	\$93,871	\$796,471	\$1,318,301	\$2,114,772
Interest	412,310	\$27,541	\$439,851	-\$20,519	\$419,332
Paying Agent Fee	3,000		\$3,000		\$3,000
Total Debt Service	\$1,117,910	\$121,412	\$1,239,322	\$1,297,782	\$2,537,104
Airport					
Personnel	\$0		\$0		\$0
Supplies & Expenses	32,000		32,000		\$32,000
Other Services & Charges	47,550		47,550		\$47,550
Capital Outlays	0		0		\$0
Total - Airport	\$79,550	\$0	\$79,550	\$0	\$79,550

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2020

	Original FY 2020 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets
Cemetery					
Personnel	\$821,001		\$821,001		\$821,001
Supplies & Expenses	79,650	3,000	82,650		\$82,650
Other Services & Charges	60,801	26,000	86,801		\$86,801
Capital Outlays	65,200		65,200		\$65,200
Total - Cemetery	\$1,026,652	\$29,000	\$1,055,652	\$0	\$1,055,652
Parking Garages					
Personnel	\$124,288		\$124,288		\$124,288
Supplies & Expenses	6,950		6,950		\$6,950
Other Services & Charges	54,950		54,950		\$54,950
Capital Outlays	0		0		\$0
Total - Parking Garages	\$186,188	\$0	\$186,188	\$0	\$186,188
Transfers to Other Funds	\$3,850,150	393,000	\$4,243,150		\$4,243,150
EXPENDITURES & TRANSFERS	\$55,639,326	\$3,476,365	\$59,115,691	\$1,519,932	\$60,635,623
Recap - General Fund					
Personnel	\$33,284,157	\$11,565	\$33,295,722	\$7,998	\$33,303,720
Supplies & Expenses	3,050,411	96,924	3,147,335	-12,761	3,134,574
Other Services & Charges	12,718,483	955,999	13,674,482	214,262	13,888,744
Capital Outlays	1,621,215	1,897,465	3,518,680	12,651	3,531,331
Principal Payments	702,600	93,871	796,471	1,318,301	2,114,772
Interest Payments	412,310	27,541	439,851	-20,519	419,332
Total - Gen. Fund Cost Centers	\$51,789,176	\$3,083,365	\$54,872,541	\$1,519,932	\$56,392,473
Transfers to Other Funds	3,850,150	393,000	4,243,150	0	4,243,150
Total - Expenditures & Transfers	\$55,639,326	\$3,476,365	\$59,115,691	\$1,519,932	\$60,635,623
Ending Cash Budget	\$2,739,766	-\$238,716	\$2,501,050	\$0	\$2,501,050

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2020

	Original FY 2020 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets
<i>Parks & Recreation (Fund #2):</i>					
Recreation Maint. Cost Center					
Personnel	\$1,530,340		\$1,530,340		\$1,530,340
Supplies & Expenses	387,000		387,000		\$387,000
Other Services & Charges	498,702		498,702		\$498,702
Capital Outlays	149,000	42,654	191,654	20,000	\$211,654
Total - Recreation Maint.	\$2,565,042	\$42,654	\$2,607,696	\$20,000	\$2,627,696
Recreation Admin.					
Personnel	\$626,870		\$626,870		\$626,870
Supplies & Expenses	86,800		86,800		\$86,800
Other Services & Charges	466,492		466,492		\$466,492
Capital Outlays	0		0		\$0
Total - Recreation Admin.	\$1,180,162	\$0	\$1,180,162	\$0	\$1,180,162
Kamper Park Zoo					
Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	0		0		\$0
Total - Kamper Park	\$0	\$0	\$0	\$0	\$0
<i>Recap - Parks & Recreation Fund:</i>					
Personnel	\$2,157,210	\$0	\$2,157,210	\$0	\$2,157,210
Supplies & Expenses	473,800	0	473,800	0	\$473,800
Other Services & Charges	965,194	0	965,194	0	\$965,194
Capital Outlays	149,000	42,654	191,654	20,000	\$211,654
Total - Recreation Maint.	\$3,745,204	\$42,654	\$3,787,858	\$20,000	\$3,807,858
<i>Municipal Fire Protection (Fund #5):</i>					
Personnel	\$0		\$0		\$0
Supplies & Expenses	68,500		68,500		\$68,500
Other Services & Charges	60,200		60,200		\$60,200
Capital Outlays	262,100		262,100		\$262,100
Principal Payments	239,500		239,500		\$239,500
Interest Payments	10,700		10,700		\$10,700
Total - Municipal Fire Prot. Fund	\$641,000	\$0	\$641,000	\$0	\$641,000
<i>Special Streets (Fund #8):</i>					
Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	100,000		100,000		\$100,000
Capital Outlays	0		0		\$0
Total - Special Streets	\$100,000	\$0	\$100,000	\$0	\$100,000
<i>Water & Sewer Operation & Maint. (Fund #9):</i>					
Customer Accounts Cost Center					
Personnel	\$690,940		\$690,940		\$690,940
Supplies & Expenses	52,000		52,000		\$52,000
Other Services & Charges	266,200		266,200		\$266,200

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2020

	Original FY 2020 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets
Capital Outlays	20,000		20,000		\$20,000
Total - Customer Accounts	\$1,029,140	\$0	\$1,029,140	\$0	\$1,029,140
Water Transmission Cost Center					
Personnel	\$856,320		\$856,320		\$856,320
Supplies & Expenses	279,753		279,753		\$279,753
Other Services & Charges	1,057,000		1,057,000		\$1,057,000
Capital Outlays	270,500		270,500		\$270,500
Total - Water Trans.	\$2,463,573	\$0	\$2,463,573	\$0	\$2,463,573
Plant Cost Center					
Personnel	\$626,370		\$626,370		\$626,370
Supplies & Expenses	137,000		137,000		\$137,000
Other Services & Charges	1,236,098	4,000	1,240,098		\$1,240,098
Capital Outlays	138,000		138,000		\$138,000
Total - Plant	\$2,137,468	\$4,000	\$2,141,468	\$0	\$2,141,468
Sewer Cost Center					
Personnel	\$595,834		\$595,834		\$595,834
Supplies & Expenses	330,100		330,100		\$330,100
Other Services & Charges	2,234,500		2,234,500		\$2,234,500
Capital Outlays	458,000		458,000		\$458,000
Total - Sewer	\$3,618,434	\$0	\$3,618,434	\$0	\$3,618,434
Lagoon Cost Center					
Personnel	\$278,829		\$278,829		\$278,829
Supplies & Expenses	373,500	3,720	377,220		\$377,220
Other Services & Charges	2,269,400		2,269,400		\$2,269,400
Capital Outlays	0		0		\$0
Principal Payments	0		0		\$0
Interest Payments	0		0		\$0
Total - Lagoon Cost Center	\$2,921,729	\$3,720	\$2,925,449	\$0	\$2,925,449
Recap: Water & Sewer O & M Fund:					
Personnel	\$3,048,293	\$0	\$3,048,293	\$0	\$3,048,293
Supplies & Expenses	1,172,353	3,720	1,176,073	0	\$1,176,073
Other Services & Charges	7,063,198	4,000	7,067,198	0	\$7,067,198
Capital Outlays	886,500	0	886,500	0	\$886,500
Principal Payments	0	0	0	0	\$0
Interest Payments	0	0	0	0	\$0
Total - Water & Sewer O & M Fund	\$12,170,344	\$7,720	\$12,178,064	\$0	\$12,178,064
Water & Sewer Bond & Int. (Fund #10):					
Principal Payments	\$5,361,000		\$5,361,000		\$5,361,000
Interest Payments	\$2,217,215		\$2,217,215		\$2,217,215
Paying Agent Fees	\$15,000		\$15,000		\$15,000
Total - W & S Bond & Int. Fund	\$7,593,215	\$0	\$7,593,215	\$0	\$7,593,215
Water & Sewer Revenue (Fund #11):					
Principal Payments	\$0		\$0		\$0
Interest Payments	0		0		\$0

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2020

	Original FY 2020 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets
Other services & charges	76,700		76,700		\$76,700
Transfers to other funds	22,840,600		22,840,600		\$22,840,600
Total - W & S Revenue Fund	\$22,917,300	\$0	\$22,917,300	\$0	\$22,917,300

2020 Tax Increment (Planet Fitness) Bond & Int (Fund #12):

Principal Payments	\$0		\$0		\$0
Interest Payments	0		0		\$0
Other Services & Charges				55,000	\$55,000
Transfers	0		0		\$0
Paying Agent Fees	0		0		\$0
Total - 1999 TIF Bond & Int Fund	\$0	\$0	\$0	\$55,000	\$55,000

City Bond & Interest (Fund #13):

Principal Payments	\$935,000		\$935,000		\$935,000
Interest Payments	1,457,982	75,000	1,532,982		\$1,532,982
Other Services & Charges	32,000		32,000		\$32,000
Paying Agent Fees	10,000		10,000		\$10,000
Total - 1999 TIF Bond & Int Fund	\$2,434,982	\$75,000	\$2,509,982	\$0	\$2,509,982

USA Yeast Bond & Interest (Fund #15):

Principal Payments	\$0		\$0		\$0
Interest Payments	0		0		\$0
Transfers Out	0		0		\$0
other services & charges	0		0		\$0
Total - 1999 TIF Bond & Int Fund	\$0	\$0	\$0	\$0	\$0

Police Fines & Forfeitures (Fund #19):

Personnel	\$0		\$0		\$0
Supplies & Expenses	135,399	-59,551	75,848		\$75,848
Other Services & Charges	48,000		48,000		\$48,000
Capital Outlays	16,601	78,652	95,253		\$95,253
Transfers	0		0		\$0
Total - Fines & Forf. Fund	\$200,000	\$19,101	\$219,101	\$0	\$219,101

Series 2002 TIF Bond & Int (Southern Pointe, Fund #20):

Principal Payments	\$155,000		\$155,000		\$155,000
Interest Payments	89,605		89,605		\$89,605
other services & charges	2,000		2,000		\$2,000
Total - 1999 TIF Bond & Int Fund	\$246,605	\$0	\$246,605	\$0	\$246,605

Series 2004 TIF Bond & Int (Home Depot, Fund #21):

Principal Payments	\$0		\$0		\$0
Interest Payments	0		0		\$0
Transfers	0		0		\$0
other services & charges	0		0		\$0
Total - 2004 TIF Bond & Int Fund	\$0	\$0	\$0	\$0	\$0

Series 2003 TIF Bond & Int (Chauvet Sq., Fund #22):

Principal Payments	\$135,000		\$135,000		\$135,000
Interest Payments	59,610		59,610		\$59,610
other services & charges	2,500		2,500		\$2,500

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2020

	Original FY 2020 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets
Transfers to other Funds	0		0		\$0
Total - 2003 TIF Bond & Int Fund	\$197,110	\$0	\$197,110	\$0	\$197,110

Series 2007 TIFBond & Int (Turtle Creek Fund 23):

Principal Payments	475,000		475,000		\$475,000
Interest Payments	83,620		83,620		\$83,620
Other Services & Charges	5,000		5,000		\$5,000
Total - 2007 TIF Bond & Int Fund	\$563,620	\$0	\$563,620	\$0	\$563,620

Series 2008 TIF Bond & Int (Lincoln Center Fund 24):

Principal Payments	\$50,000		50,000		\$50,000
Interest Payments	\$8,000		8,000		\$8,000
Other Services & Charges	\$1,000		1,000		\$1,000
Total - 2008 TIF Bond & Int Fund	\$59,000	\$0	\$59,000	\$0	\$59,000

Series 2011 TIF Bond & Int (Turtle Creek Commons/Kohl's Fund 25):

Principal Payments	\$80,000		80,000		\$80,000
Interest Payments	\$8,250		8,250		\$8,250
Other Services & Charges	\$2,000		2,000		\$2,000
Total - 2008 TIF Bond & Int Fund	\$90,250	\$0	\$90,250	\$0	\$90,250

Series 22016 TIF Bond & Int (Whispering Pines Fund 26):

Principal Payments	\$169,000		169,000		\$169,000
Interest Payments	\$111,143		111,143		\$111,143
Other Services & Charges	\$2,000		2,000		\$2,000
Total - 2008 TIF Bond & Int Fund	\$282,143	\$0	\$282,143	\$0	\$282,143

Series 2016 TIF Bond & Int (Hburg Clinic Midtown Fund 28):

Principal Payments	\$47,000		47,000		\$47,000
Interest Payments	\$28,485		28,485		\$28,485
Other Services & Charges			0		\$0
Total - 2008 TIF Bond & Int Fund	\$75,485	\$0	\$75,485	\$0	\$75,485

Airport Imp. (Fund #39):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	870,000		870,000		\$870,000
Total - Airport Imp. Fund	\$870,000	\$0	\$870,000	\$0	\$870,000

**Series 2015A TIF Bond & Int (The Ridge at Turtle Creek)
(Fund #50)**

Principal Payments	64000		64,000		64,000
Interest Payments	55825		55,825		55,825
Paying Agent Fees	2000		2,000		2,000
Other Services & Charges	0		0		0
Total - Series 2015A TIF Bond & Int	\$ 121,825	\$ -	\$ 121,825	\$ -	\$ 121,825

**Series 2015B TIF Bond & Int (Midtown Market)
(Fund #51)**

Principal Payments	11000		11,000		11,000
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CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2020

	Original FY 2020 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets
Interest Payments	9598		9,598		9,598
Paying Agent Fees	2000		2,000		2,000
Other Services & Charges			0		0
Total - Series 2015B TIF Bond & Int	\$ 22,598	\$ -	\$ 22,598	\$ -	\$ 22,598

Series 2019 TIF Bond & Int (Elam Arms)
(Fund #52)

Principal Payments					
Interest Payments					
Paying Agent Fees					
Other Services & Charges					
Total - Series 2019 TIF Bond & Int	\$ -	\$ -	\$ -	\$ -	\$ -

Municipal Road & Bridge (Fund #72):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	2,030,000	185,000	2,215,000		\$2,215,000
Capital Outlays	3,921,000	235,110	4,156,110		\$4,156,110
Principal	0		0		\$0
Interest	0		0		\$0
Total - Municipal Road & Bridge	\$5,951,000	\$420,110	\$6,371,110	\$0	\$6,371,110

Mass Transit (Fund #73):

Personnel	\$1,191,876		\$1,191,876		\$1,191,876
Supplies & Expenses	229,600		229,600		\$229,600
Other Services & Charges	380,146	-28,908	351,238		\$351,238
Capital Outlays	1,130,924	-34,480	1,096,444		\$1,096,444
Total - Mass Transit Fund	\$2,932,546	-\$63,388	\$2,869,158	\$0	\$2,869,158

Water & Sewer Construction (Fund #75):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	917,097		917,097		\$917,097
Transfers					
Capital Outlays	4,754,003		4,754,003		\$4,754,003
Total - W & S Construction Fund	\$5,671,100	\$0	\$5,671,100	\$0	\$5,671,100

Community Centers (Fund #77):

Personnel	\$663,837		\$663,837		\$663,837
Supplies & Expenses	50,750		50,750		\$50,750
Other Services & Charges	170,877		170,877		\$170,877
Capital Outlays	70,700	28,046	98,746		\$98,746
Total - Community Centers Fund	\$956,164	\$28,046	\$984,210	\$0	\$984,210

Community Dev. Block Grant (Fund #82):

Personnel	\$225,020	\$1,820	\$226,840		\$226,840
Supplies & Expenses	8,200		8,200		\$8,200
Other Services & Charges	223,602		223,602		\$223,602
Capital Outlays	1,901,377	-181,744	1,719,633		\$1,719,633
Transfers	0		0		\$0
Total - CDBG Fund	\$2,358,199	-\$179,924	\$2,178,275	\$0	\$2,178,275

CITY OF HATTIESBURG, MS
 Analysis of Expenditure Budgets - Funds Other Than General
 Fiscal Year Ending September 30, 2020

	Original FY 2020 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets
Series 2009 G.O. Bonds - AMR Project (Fund #78)					
Supplies	\$0		0		\$0
Other Services & Charges	\$0		0		\$0
Transfers Out	\$0		0		\$0
Capital Outlay	0		0		\$0
Total - Series 2009 G.O. Bonds	\$0	\$0	\$0	\$0	\$0

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

Supplies	\$0		0		\$0
Other Services & Charges	\$1,499,000		1,499,000		\$1,499,000
Transfers Out			0		\$0
Capital Outlay	1,619,000	\$219,194	1,838,194		\$1,838,194
Total - Parks/Rec/USM Impr.	\$3,118,000	\$219,194	\$3,337,194	\$0	\$3,337,194

Public Safety/Recreation Construction (Fund #88):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	28,140,000	-1,097,678	27,042,322		\$27,042,322
Transfers to other Funds	0		0		\$0
Total - Series 2002 Const. Fund	\$28,140,000	-\$1,097,678	\$27,042,322	\$0	\$27,042,322

MDA Energy Efficiency Capital Projects (Fund 89):

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

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

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

TIF Construction (Fund # 91):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0	248,075	248,075		\$248,075
Capital Outlays	0	2,820,492	2,820,492	768,000	\$3,588,492
Transfers	0	146,433	146,433		\$146,433
Total - Series 2004 Const. Fund	\$0	\$3,215,000	\$3,215,000	\$768,000	\$3,983,000

2019 Fire Station Construction Fund (Fund 95):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0

CITY OF HATTIESBURG, MS
 Analysis of Expenditure Budgets - Funds Other Than General
 Fiscal Year Ending September 30, 2020

	Original FY 2020 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets
Other Services & Charges	0		0		\$0
Capital Outlays	0	4,100,000	4,100,000		\$4,100,000
Transfers	0		0		\$0
Total - Series 2001 Const. Fund	\$0	\$4,100,000	\$4,100,000	\$0	\$4,100,000

Infrastructure Impr-Internet Sales Tax (Fund #97):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Transfers			0		\$0
Capital Outlays	0		0	485,060	\$485,060
Total - MDB Fund	\$0	\$0	\$0	\$485,060	\$485,060

Kamper Park Imp. (Fund #98):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	2,255	5	2,260		\$2,260
Total - Kamper Park Imp. Fund	\$2,255	\$5	\$2,260	\$0	\$2,260

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

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

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

Personnel			0		\$0
Supplies & Expenses			0		\$0
Other Services & Charges	\$0		0		\$0
Capital Outlay	\$0		0		\$0
Transfers		\$565	565		\$565
Total - Series 2013 Constr.	\$0	\$565	\$565	\$0	\$565

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

Personnel			0		\$0
Supplies & Expenses			0		\$0
Other Services & Charges	\$300,000		300,000		\$300,000
Capital Outlay	\$12,484,530	-\$1,033,457	11,451,073		\$11,451,073
Transfers			0		\$0
Total - Series 2016 Constr.	\$12,784,530	-\$1,033,457	\$11,751,073	\$0	\$11,751,073

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

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	0		0		\$0
Transfers Out	0	73	73		\$73

CITY OF HATTIESBURG, MS
 Analysis of Expenditure Budgets - Funds Other Than General
 Fiscal Year Ending September 30, 2020

	Original FY 2020 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets
<i>Total - Series 2012 Const.</i>	<u>\$0</u>	<u>\$73</u>	<u>\$73</u>	<u>\$0</u>	<u>\$73</u>
 GRAND TOTAL - FUNDS OTHER THAN THE GENERAL FUND	 <u>\$114,244,475</u>	 <u>\$5,753,021</u>	 <u>\$119,997,496</u>	 <u>\$1,328,060</u>	 <u>\$121,325,556</u>
General Fund	\$55,639,326	\$3,476,365	\$59,115,691	\$1,519,932	\$60,635,623
TOTAL EXPENDITURES & TRANSFERS	<u>\$169,883,801</u>	<u>\$9,229,386</u>	<u>\$179,113,187</u>	<u>\$2,847,992</u>	<u>\$181,961,179</u>
Less: Interfund Transfers	-26,690,750	-540,071	-27,230,821	0	-27,230,821
TOTAL EXPENDITURES	<u>\$143,193,051</u>	<u>\$8,689,315</u>	<u>\$151,882,366</u>	<u>\$2,847,992</u>	<u>\$154,730,358</u>
 <u>Recap of City-Wide Expenditure Budgets:</u>					
Personnel	\$40,570,393	\$13,385	\$40,583,778	\$7,998	\$40,591,776
Supplies & Expenses	\$5,189,013	\$41,093	\$5,230,106	-\$12,761	\$5,217,345
Other Services & Charges	\$26,627,997	\$1,364,166	\$27,992,163	\$269,262	\$28,261,425
Capital Outlays	\$57,829,205	\$7,074,259	\$64,903,464	\$1,285,711	\$66,189,175
Principal Payments	8,424,100	93,871	8,517,971	1,318,301	9,836,272
Interest Payments	4,552,343	102,541	4,654,884	-20,519	4,634,365
Total Expenditure Budgets	<u>\$143,193,051</u>	<u>\$8,689,315</u>	<u>\$151,882,366</u>	<u>\$2,847,992</u>	<u>\$154,730,358</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

GENERAL FUND:

REVENUES & BEG. CASH:

Taxes - Other	\$40,000
Licenses & Permits	4,397,600
Inter-governmental Revenues:	
Federal Grants	1,304,944
State Grants	261,122
State-Shared Revenues	23,358,000
County Shared Revenues	63,518
Charges for Services:	
Public safety	395,000
Streets	0
Sanitation	2,245,000
Misc.	0
Fines & Forfeits	1,043,300
Miscellaneous	428,150
Transfers-In	850,000
Non-Revenue Receipts	1,535,194
Total From All Sources	<u>35,921,828</u>
Other Than taxation	<u>35,921,828</u>
Beginning Cash and	
Investment Balance	9,394,348
Reserve for Future Debt Service	(914,503)
Amount to be Raised by Tax Levy	<u>18,735,000</u>
TOTAL FROM ALL SOURCES	<u>\$63,136,673</u>

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	4,640,280
Supplies & Expenses	224,258
Other services & Charges	4,889,008
Capital Outlays	269,253
Total - General Government	<u>10,022,799</u>
Police Dept.:	
Personnel	11,358,084
Supplies & Expenses	767,324
Other services & Charges	653,839
Capital Outlays	117,353
Total - Police Dept.	<u>12,896,600</u>
Police & Fire Training:	
Personnel	41,107
Supplies & Expenses	118,175
Other services & Charges	71,045
Capital Outlays	6,215
Total - Police & Fire Training	<u>236,542</u>
Fire Dept.:	
Personnel	8,727,232
Supplies & Expenses	362,368
Other services & Charges	313,109
Capital Outlays	0
Total - Fire Dept.	<u>9,402,709</u>
Land Development Administration:	
Personnel	652,212
Supplies & Expenses	26,450
Other services & Charges	261,700
Capital Outlays	0
Total - Land Dev. Admin.	<u>940,362</u>

Public Safety Contractual Services:	
Personnel	381,300
Other services & Charges	918,000
Total - Pub. Safety Cont. Serv.	<u>1,299,300</u>
Public Services:	
Personnel	6,390,277
Supplies & Expenses	1,498,999
Other services & Charges	5,573,905
Capital Outlays	1,273,310
Total - Public Services	<u>14,736,491</u>
Animal Control	
Personnel	167,939
Supplies & Expenses	15,400
Other services & Charges	182,125
Capital Outlays	0
Total - Animal Control	<u>365,464</u>
Human/Social	
Other services & Charges	380,900
Total - Human/Social	<u>380,900</u>
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	452,812
Capital Outlays	1,800,000
Total - Eco. Dev.	<u>2,252,812</u>
Debt Service:	
Principal Payments	2,114,772
Interest Payments	419,332
Paying Agent Fee	3,000
Total - Debt service	<u>2,537,104</u>
Airport	
Personnel	0
Supplies & Expenses	32,000
Other services & Charges	47,550
Capital Outlays	0
Total - Airport	<u>79,550</u>
Cemetery	
Personnel	821,001
Supplies & Expenses	82,650
Other services & Charges	86,801
Capital Outlays	65,200
Total - Cemetery	<u>1,055,652</u>
Parking Garages	
Personnel	124,288
Supplies & Expenses	6,950
Other services & Charges	54,950
Capital Outlays	0
Total - Parking Garages	<u>186,188</u>
Operating Transfers Out	<u>4,243,150</u>
Total Expenditures & Transfers	<u>60,635,623</u>
Ending Cash Balance	<u>\$2,501,050</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$63,136,673</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
State Grants	0
County Shared Revenues	0
Misc. grants	0

Charges for Services:

Culture & Recreation	39,800
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Miscellaneous	1,000
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Transfers-In	2,217,000
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Non-Revenue Receipts	0
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Total From All Sources

Other Than taxation	2,257,800
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Beginning Cash and

Investment Balance	1,077,950
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Amount to be Raised by Tax Levy	930,000
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TOTAL FROM ALL SOURCES

\$4,265,750

EXPENDITURES & ENDING CASH:

Culture & Recreation:

Personnel	2,157,210
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Supplies & Expenses	473,800
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Other services & Charges	965,194
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Capital Outlays	211,654
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Total Expenditures	<u>\$3,807,858</u>
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Cash balance at End of Year	<u>457,892</u>
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TOTAL EXPENDITURES AND

ENDING CASH BALANCE

\$4,265,750

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

MUNICIPAL FIRE PROTECTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

State-Shared Revenues	\$257,000
Charges for Services	95,652
Fines & Forfeits	0
Miscellaneous	3,000
Transfers In	0
Non-Revenue Receipts	0

Total From All Sources	
Other Than taxation	355,652

Beginning Cash and	
Investment Balance	346,557

TOTAL FROM ALL SOURCES	\$702,209
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EXPENDITURES & ENDING CASH:

Public Safety:

Personnel	\$0
Supplies & Expenses	68,500
Other services & Charges	60,200
Capital Outlays	262,100
Lease Debt Service - Principal	239,500
Lease Debt Service - Interest	10,700

Total Expenditures	\$641,000
Cash balance at End of Year	61,209

TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$702,209

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

SPECIAL STREET
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
State Shared Revenues	45,000
Misc. grants	0
Miscellaneous	0
Non-Revenue Receipts	0
Total From All Sources	45,000
Other Than taxation	62,500
Beginning Cash and Investment Balance	62,500
TOTAL FROM ALL SOURCES	\$107,500

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	0
Other services & Charges	100,000
Capital Outlays	0
Total Expenditures	\$100,000
Cash balance at End of Year	7,500
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$107,500

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

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

REVENUES & BEG. CASH:

Charges for Services	\$25,000
Transfers-In	12,200,000
Miscellaneous	4,200
Non-Revenue Receipts	5,000
Total From All Sources	
Other Than taxation	12,234,200
Beginning Cash and Investment Balance	865,572
TOTAL FROM ALL SOURCES	\$13,099,772

EXPENDITURES & ENDING CASH:

Personnel	3,048,293
Supplies & Expenses	1,176,073
Other services & Charges	7,067,198
Capital Outlays	886,500
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	\$12,178,064
Cash balance at End of Year	921,708
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$13,099,772

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

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

REVENUES & BEG. CASH:

Transfers-In	\$6,516,000
Miscellaneous	58,000
Non-Revenue Receipts	
Total Revenues	<u>6,574,000</u>
Beginning Cash Balance	<u>10,287,322</u>
TOTAL FROM ALL SOURCES	<u><u>\$16,861,322</u></u>

EXPENDITURES & ENDING CASH:

Bonds Redeemed	5,361,000
Interest on Bonds	2,217,215
Paying Agent Fees	15,000
Total Expenditures	<u>7,593,215</u>
Cash balance at End of Year	<u>9,268,107</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$16,861,322</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

WATER & SEWER ENTERPRISE FUND:

REVENUES & BEG. CASH:

Charges for Services:	
Licenses, Permits & Fees	\$4,000
Miscellaneous	3,500
Metered Water Sales	11,505,000
Taps	150,000
Water Turn-On Fees	60,000
Sewer Connections	80,000
Sewer Charges	11,114,800
Total Revenues	<u>22,917,300</u>
Beginning Fund Balance	<u>0</u>
TOTAL FROM ALL SOURCES	<u>\$22,917,300</u>

EXPENDITURES & ENDING CASH:

Other Services & Charges	76,700
Principal Redeemed - Notes	0
Interest on Notes	0
Operating Transfers Out	22,840,600
Total Expenditures	<u>\$22,917,300</u>
Cash balance at End of Year	<u>\$0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$22,917,300</u>

CITY OF HATTIESBURG, MISSISSIPPI
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For the Fiscal Year Ending September 30, 2020

**2020 TAX INCREMENT FINANCING (PLANET FITNESS) BOND & INT
FUND (DEBT SERVICE FUND):**

REVENUES & BEG. CASH:

Interest	\$0
County-Shared Revenues	34,387
Total From All Sources	34,387
Other Than taxation	34,387
Beginning Cash and Investment Balance	0
Amount to be Raised by Tax Levy	28,575
TOTAL FROM ALL SOURCES	\$62,962

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	0
Interest on Bonds	0
Paying Agent Fees	0
Transfers Out	0
Other Services & Charges	55,000
Total Expenditures	\$55,000
Cash balance at End of Year	7,962
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$62,962

CITY OF HATTIESBURG, MISSISSIPPI
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BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

CITY BOND & INTEREST
FUND (DEBT SERVICE FUND):

REVENUES & BEG. CASH:

County-Shared Revenues	\$0
Interest	30,000
Non-Revenue receipts	0
Transfers-In	0
Total From All Sources	
Other Than taxation	30,000
Beginning Cash and	
Investment Balance	7,552,651
Amount to be Raised by Tax Levy	1,912,500
TOTAL FROM ALL SOURCES	\$9,495,151

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	935,000
Interest on Bonds	1,532,982
Other Services & Charges	32,000
Paying Agent Fees	10,000
Total Expenditures	\$2,509,982
Cash balance at End of Year	6,985,169
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$9,495,151

CITY OF HATTIESBURG, MISSISSIPPI
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BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

FINES & FORFEITURES FUND:

REVENUES & BEG. CASH:

State grants	
Charges for Services	0
Fines & Forfeits	0
Miscellaneous	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and	
Investment Balance	232,562
TOTAL FROM ALL SOURCES	\$232,562

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	0
Supplies & Expenses	75,848
Other services & Charges	48,000
Capital Outlays	95,253
Transfers Out	0
Total Expenditures	\$219,101
Cash balance at End of Year	13,461
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$232,562

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

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

REVENUES & BEG. CASH:

Interest	\$0
Transfers In	\$0
County-Shared Revenues	125,000
Total From All Sources	
Other Than taxation	125,000
Beginning Cash and	
Investment Balance	283,615
Amount to be Raised by Tax Levy	125,000
TOTAL FROM ALL SOURCES	\$533,615

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	155,000
Interest on Bonds	89,605
Other Services & Charges	2,000
Total Expenditures	\$246,605
Cash balance at End of Year	287,010
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$533,615

CITY OF HATTIESBURG, MISSISSIPPI
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BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

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

REVENUES & BEG. CASH:

Interest	\$0
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and	
Investment Balance	194,297
Amount to be Raised by Tax Levy	200,000
TOTAL FROM ALL SOURCES	\$394,297

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	135,000
Interest on Bonds	59,610
Other Services & Charges	2,500
Transfers to Other Funds	0
Total Expenditures	\$197,110
Cash balance at End of Year	197,187
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$394,297

CITY OF HATTIESBURG, MISSISSIPPI
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BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

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

REVENUES & BEG. CASH:

Interest	\$1,000
County Shared Revenue	\$168,058
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	169,058
Beginning Cash and	
Investment Balance	136,137
Amount to be Raised by Tax Levy	450,000
TOTAL FROM ALL SOURCES	\$755,195

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	475,000
Interest on Bonds	83,620
Other Services & Charges	5,000
Total Expenditures	\$563,620
Cash balance at End of Year	191,575
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$755,195

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

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

REVENUES & BEG. CASH:

Interest	\$600
County Shared Revenue	\$0
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	600
Beginning Cash and	
Investment Balance	70,815
Amount to be Raised by Tax Levy	60,000
TOTAL FROM ALL SOURCES	\$131,415

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	50,000
Interest on Bonds	8,000
Other Services & Charges	1,000
Total Expenditures	\$59,000
Cash balance at End of Year	72,415
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$131,415

CITY OF HATTIESBURG, MISSISSIPPI
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For the Fiscal Year Ending September 30, 2020

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

REVENUES & BEG. CASH:

Interest	\$200
County Shared Revenue	\$30,887
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	31,087
Beginning Cash and	
Investment Balance	26,487
Amount to be Raised by Tax Levy	65,000
TOTAL FROM ALL SOURCES	\$122,574

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	80,000
Interest on Bonds	8,250
Other Services & Charges	2,000
Total Expenditures	\$90,250
Cash balance at End of Year	32,324
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$122,574

CITY OF HATTIESBURG, MISSISSIPPI
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For the Fiscal Year Ending September 30, 2020

2016 TIF BOND AND INTEREST
FUND (Whispering Pines):

REVENUES & BEG. CASH:

Interest	\$1,400
County Shared Revenue	\$185,880
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	187,280
Beginning Cash and	
Investment Balance	308,716
Amount to be Raised by Tax Levy	150,291
TOTAL FROM ALL SOURCES	\$646,287

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	169,000
Interest on Bonds	111,143
Other Services & Charges	2,000
Total Expenditures	\$282,143
Cash balance at End of Year	364,144
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$646,287

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

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

REVENUES & BEG. CASH:

Interest	\$350
County Shared Revenue	\$37,643
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>37,993</u>
Beginning Cash and	
Investment Balance	53,068
Amount to be Raised by Tax Levy	<u>37,643</u>
TOTAL FROM ALL SOURCES	<u><u>\$128,704</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	47,000
Interest on Bonds	28,485
Other Services & Charges	<u>0</u>
Total Expenditures	<u>\$75,485</u>
Cash balance at End of Year	<u>53,219</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$128,704</u></u>

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

**AIRPORT IMPROVEMENT
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Federal Grants	\$814,316
State Shared Revenues	129,353
Miscellaneous	31,950
Transfers In	250,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	1,225,619
Beginning Cash and	
Investment Balance	(37,422)
TOTAL FROM ALL SOURCES	\$1,188,197

EXPENDITURES & ENDING CASH:

Public Services:	
Other services & Charges	0
Capital Outlays	870,000
Total Expenditures	\$870,000
Cash balance at End of Year	318,197
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,188,197

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

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

REVENUES & BEG. CASH:

Interest	\$500
County Shared Revenue	\$29,956
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>30,456</u>
Beginning Cash and	
Investment Balance	98,769
Amount to be Raised by Tax Levy	<u>116,500</u>
TOTAL FROM ALL SOURCES	<u><u>\$245,725</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	64,000
Interest on Bonds	55,825
Other Services & Charges	<u>2,000</u>
Total Expenditures	<u>\$121,825</u>
Cash balance at End of Year	<u>123,900</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$245,725</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

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

REVENUES & BEG. CASH:

Interest	\$100
County Shared Revenue	\$11,450
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	11,550
Beginning Cash and	
Investment Balance	10,482
Amount to be Raised by Tax Levy	11,450
TOTAL FROM ALL SOURCES	\$33,482

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	11,000
Interest on Bonds	9,598
Other Services & Charges	2,000
Total Expenditures	\$22,598
Cash balance at End of Year	10,884
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$33,482

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

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

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$166,026
Transfer From Other Funds	227,692
Total From All Sources	
Other Than taxation	393,718
Beginning Cash and	
Investment Balance	62,168
Amount to be Raised by Tax Levy	136,001
TOTAL FROM ALL SOURCES	\$591,887

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	0
Interest on Bonds	0
Other Services & Charges	0
Total Expenditures	\$0
Cash balance at End of Year	591,887
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$591,887

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

MUNICIPAL ROAD & BRIDGE
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

State Grants	\$1,556,250
Federal Grants	71,250
County Shared Revenues	1,600,000
Miscellaneous	251,500
Transfers In	493,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	3,972,000
Beginning Cash and	
Investment Balance	2,399,133
TOTAL FROM ALL SOURCES	\$6,371,133

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	0
Other services & Charges	2,215,000
Capital Outlays	4,156,110
Principal Payments	0
Interest Payments	0
Total Expenditures	\$6,371,110
Cash balance at End of Year	23
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$6,371,133

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2020

**MASS TRANSIT OPERATING
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$2,144,496
State Grants	\$0
Miscellaneous	279,500
Transfers-In	691,096
Non-Revenue Reciepts	0
Total From All Sources	
Other Than taxation	3,115,092
Beginning Cash and	
Investment Balance	(470,934)
Amount to be Raised by Tax Levy	225,000
TOTAL FROM ALL SOURCES	\$2,869,158

EXPENDITURES & ENDING CASH:

Personnel	1,191,876
Supplies & Expenses	229,600
Other services & Charges	351,238
Capital Outlays	1,096,444
Total Expenditures	\$2,869,158
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$2,869,158

CITY OF HATTIESBURG, MISSISSIPPI
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BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2020

WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$356,025
Miscellaneous	46,500
Transfers-In	3,624,600
Non-Revenue Receipts	<u>0</u>
Total From All Sources	
Other Than taxation	<u>4,027,125</u>
Beginning Cash and	
Investment Balance	<u>2,614,750</u>
TOTAL FROM ALL SOURCES	<u><u>\$6,641,875</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	\$917,097
Capital Outlays	4,754,003
Transfers	<u>0</u>
Total Expenditures	<u>5,671,100</u>
Cash balance at End of Year	<u>970,775</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$6,641,875</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
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COMMUNITY CENTERS
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Charges for services:	
Culture & Recreation	\$31,000
Miscellaneous	600
Transfers-In	575,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	606,600
Beginning Cash and	
Investment Balance	419,864
TOTAL FROM ALL SOURCES	\$1,026,464

EXPENDITURES & ENDING CASH:

Personnel	663,837
Supplies & Expenses	50,750
Other services & Charges	170,877
Capital Outlays	98,746
Total Expenditures	\$984,210
Cash balance at End of Year	42,254
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,026,464

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

COMMUNITY DEVELOPMENT BLOCK GRANT
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Federal Grants	\$2,318,652
Miscellaneous	\$300
Transfers In	35,795
Total From All Sources	
Other Than taxation	2,354,747
Beginning Cash and	
Investment Balance	(176,472)
TOTAL FROM ALL SOURCES	\$2,178,275

EXPENDITURES & ENDING CASH:

Personnel	226,840
Supplies & Expenses	8,200
Other services & Charges	223,602
Capital Outlays	1,719,633
Transfers	0
Total Expenditures	\$2,178,275
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$2,178,275

CITY OF HATTIESBURG, MISSISSIPPI
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***SPECIAL SALES TAX-PARKS/RECREATION/USM IMPROVEMENTS
FUND***

REVENUES & BEG. CASH:

Intergovernmental Revenues:

Federal Grants 120,000

State Grants

State Shared Revenues 2,998,000

Interest Earnings

Total Revenues 3,118,000

Beginning Cash and

Investment Balance 267,512

TOTAL FROM ALL SOURCES \$3,385,512

EXPENDITURES & ENDING CASH:

Other services & Charges 1,499,000

Capital Outlays 1,838,194

Transfers to Other Funds 0

Total Expenditures \$3,337,194

Cash balance at End of Year 48,318

**TOTAL EXPENDITURES AND
ENDING CASH BALANCE \$3,385,512**

CITY OF HATTIESBURG, MISSISSIPPI
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***Public Safety Complex/Recreation
Construction Fund:***

REVENUES & BEG. CASH:

Proceeds from Bond Issue	0
Bond Premium	0
Interest Earnings	
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	<u>27,042,322</u>
TOTAL FROM ALL SOURCES	<u><u>\$27,042,322</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	27,042,322
Transfers to Other Funds	<u>0</u>
Total Expenditures	<u>\$27,042,322</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$27,042,322</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
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For the Fiscal Year Ending September 30, 2020

TIF Construction Fund:

REVENUES & BEG. CASH:

Proceeds from Bond Issue	\$3,983,000
Interest Earnings	<u>0</u>
Total Revenues	<u>3,983,000</u>
Beginning Cash and	
Investment Balance	<u>306</u>
TOTAL FROM ALL SOURCES	<u><u>\$3,983,306</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	248,075
Capital Outlays	3,588,492
Transfers to Other Funds	<u>146,433</u>
Total Expenditures	<u>\$3,983,000</u>
Cash Balance at End of Year	<u>306</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$3,983,306</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
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SERIES 2016 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	200,000
Proceeds from Revenue Bond Issue	<u>\$0</u>
Total Revenues	<u>200,000</u>
Beginning Cash and Investment Balance	<u>11,551,073</u>
TOTAL FROM ALL SOURCES	<u><u>\$11,751,073</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	300,000
Capital Outlays	11,451,073
Transfers Out	
Total Expenditures	<u>\$11,751,073</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$11,751,073</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
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For the Fiscal Year Ending September 30, 2020

SERIES 2012 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	10
Proceeds from Revenue Bond Issue	
Total Revenues	<u>10</u>
Beginning Cash and	
Investment Balance	<u>63</u>
TOTAL FROM ALL SOURCES	<u><u>\$73</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	
Capital Outlays	0
Transfers Out	<u>73</u>
Total Expenditures	<u>\$73</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$73</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
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For the Fiscal Year Ending September 30, 2020

2019 FIRE STATION
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	\$0
Grant Revenues - State of MS	0
Transfers In	0
Note Proceeds	4,100,000
Proceeds from General Obligation Bond Issue	0
Total Revenues	<u>4,100,000</u>
Beginning Cash and	
Investment Balance	<u>0</u>
TOTAL FROM ALL SOURCES	<u>\$4,100,000</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	4,100,000
Transfers Out	0
Total Expenditures	<u>\$4,100,000</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$4,100,000</u>

CITY OF HATTIESBURG, MISSISSIPPI
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For the Fiscal Year Ending September 30, 2020

INFRASTRUURE IMPROVEMENTS - INTERNET SALES TAX FUND:

REVENUES & BEG. CASH:

Zintergovernmental Revenue	\$485,060
Transfers In	0
Miscellaneous	0
Non-Revenue Receipts	
Total Revenues	<u>485,060</u>
Beginning Cash and	
Investment Balance	<u>0</u>
TOTAL FROM ALL SOURCES	<u>\$485,060</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Transfers Out	0
Capital Outlays	<u>485,060</u>
Total Expenditures	<u>\$485,060</u>
Cash Balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$485,060</u>

CITY OF HATTIESBURG, MISSISSIPPI
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For the Fiscal Year Ending September 30, 2020

KAMPER PARK ZOO CAPITAL
IMPROVEMENTS FUND:

REVENUES & BEG. CASH:

State Grants	\$0
Miscellaneous	0
Charges for Services	0
Transfers-In from Other Funds	0
Non-Revenue Receipts	0
Total Revenues	0
Beginning Cash and Investment Balance	2,260
TOTAL FROM ALL SOURCES	\$2,260

EXPENDITURES & ENDING CASH:

Supplies	0
Other services & Charges	0
Capital Outlays	2,260
Total Expenditures	\$2,260
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$2,260

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2020

SERIES 2013 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	0
Proceeds from Revenue Bond Issue	\$0
Total Revenues	<u>0</u>
Beginning Cash and	
Investment Balance	<u>565</u>
TOTAL FROM ALL SOURCES	<u>\$565</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	0
Transfers Out	<u>565</u>
Total Expenditures	<u>\$565</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$565</u>



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 4, 2020

Re: Adopt a Resolution authorizing Requisition No. 58 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: 2020-44
Minute Book #

Summary

Adopt a Resolution authorizing Requisition No. 58 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 reimbursement request includes payments on the Camp Street Improvements project, CIPP project and the Katie Ave & Arledge St Infrastructure Improvement project.
I recommend approval of this item.

Please place this on the February 4, 2020 City Council meeting for consideration.

The City Council of the City of Hattiesburg, Mississippi (the “City”) acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. **58** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 58 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

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

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **58** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$400,341.41** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **58** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Four Hundred Thousand Three Hundred Forty-One and 41/100 dollars (\$400,341.41)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No. **58** in the total aggregate amount **Four Hundred Thousand Three Hundred Forty-One and 41/100 dollars (\$400,341.41)** as authorized herein, as more particularly described in Exhibit A.

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

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

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 **4th** day of **February, 2020**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **4th** day of **February, 2020**.

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.: 58

DATE OF REQUISITION: 2/4/2020

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Wildstone Construction Services, LLC P O Box 1122 Madison, MS 39130	093695.7220.69	105,449.76	Pay Est. No. 1	Camp Street Improvements Period: Through 12/31/19 MB 2019-227
2	Suncoast Infrastructure Inc. P O Box 397 1858 Hwy 49 South Florence, MS 39073	093695.7220.75	254,326.80	Pay Est No. 7	CIPP Project Period: 11/25/19 - 12/22/19 MB 2019-20
3	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7245.13	39,864.85	Pay App. No. 8	Katie Ave & Arledge St Infrastructure Period: 9/1/19 - 11/30/19 MB 2018-212
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.69	700.00	21240	Camp Street Improvements Period: 11/24/19 - 12/21/19 2012-1/34 SDW #11296
			<u>400,341.41</u>		

✓ 114218

January 9, 2020
N-S Project No. 15481.000

Lamar Rutland, P.E.
Engineering Director
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

REFERENCE: CONTRACTOR PROGRESS ESTIMATE #1
CITY OF HATTIESBURG, FORREST COUNTY
CAMP STREET IMPROVEMENTS – 25TH AVE TO 19TH AVE

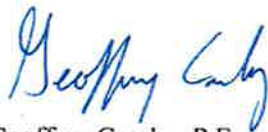
Dear Mr. Rutland:

Enclosed is one (1) Application and Certifications for Payment No. 1 for the referenced project. I have reviewed the Contractor's Application & Certification of Payment Request No. 1 and find the pay application to be in order. I, therefore, recommend payment to the contractor Wildstone Construction Services, LLC, in the amount of \$105,449.76 for work completed.

Please call me at 545-1565 if you have any questions or need additional information.

Sincerely,

NEEL-SCHAFFER, INC.



Geoffrey Crosby, P.E.
Senior Project Manager

GPC

Enclosures

093695.7220.69

MB 2019-227

APPLICATION AND CERTIFICATION FOR PAYMENT**TO OWNER:**

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

PROJECT:

Camp Street Improvements
25th Avenue to 19th Avenue

FROM CONTRACTOR:

Wildstone Construction Services, LLC
PO Box 1122
Madison, MS 39130

VIA ENGINEER:

Noel-Schaffer, Inc.
704 Hardy Street
Hattiesburg, MS 39401

CONTRACT FOR:**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

1. ORIGINAL CONTRACT SUM	\$	341,006.50
2. Net change by Change Orders	\$	-
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	341,006.50
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	110,999.75
5. RETAINAGE:		
a. 5 % of Completed Work (Column D ± E on G703)	\$5,039.25	
b. 5 % of Stored Material (Column F on G703)	\$510.74	
Total Retainage (Lines 5a - 5b or Total in Column I of G703)	\$	5,549.99
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	105,449.76
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$0.00
8. CURRENT PAYMENT DUE	\$	105,449.76
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	235,556.74

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	-
Total approved this Month	\$0.00	-
TOTALS	\$0.00	-
NET CHANGES by Change Order	\$0.00	-

Application for Payment

AIA DOCUMENT G702

Paid 1 of 2 PAGES

APPLICATION NO. 1

Distribution to:

PERIOD TO: 12/31/19

X OWNER

PROJECT NO:

X ENGINEER

CONTRACT DATE: 10/21/19

CONTRACTOR

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

CONTRACTOR:

By Emily B. Root Date 1-7-2020
State of MISSISSIPPI County of Madison
Subscribed and sworn to before me this 7th day of January 2020
Notary Public: Hannah Stewart
My Commission expires: 10/16/23

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED \$ 105,449.76

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

ARCHITECT

By Geoffrey Cady Date 01/09/2020

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

Fax:

(Schedule of Value - Work in Place)

Progress Invoice No:

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	SEE ATTACHED SHEET		\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
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A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
ITEM NO	DESCRIPTION OF WORK	UNITS	QUANTITY VALUE	UNIT PRICE	TOTAL CONTRACT AMOUNT	WORK COMPLETED			TOTAL THIS PERIOD	MATERIAL STORED		TOTAL COMPLETED TO DATE	BALANCE TO FINISH	RETAINAGE
						QUANTITY PREVIOUS APP	TOTAL PREVIOUS APP	QUANTITY THIS PERIOD		QUANTITY THIS PERIOD	TOTAL THIS PERIOD			
BASE BID														
201-B	Clearing and Grubbing	Acre	1	\$31,000.00	\$31,000.00	0	\$0.00	0.1	\$3,100.00	0	\$0.00	\$3,100.00	\$27,900.00	\$155.00
202-A	Removal of Obstructions	LS	1	\$10,000.00	\$10,000.00	0	\$0.00	1	\$10,000.00	0	\$0.00	\$10,000.00	\$0.00	\$500.00
202-B	Removal of Pavement, All Types and Depths	SY	591	\$35.00	\$20,685.00	0	\$0.00	415	\$14,525.00	0	\$0.00	\$14,525.00	\$6,160.00	\$726.25
203-B	Excess Excavation, FM	CY	250	\$14.00	\$3,500.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$3,500.00	\$0.00
203-EX	Borrow Excavation, AH, FME, Class B7-6	CY	100	\$30.00	\$3,000.00	0	\$0.00	55	\$1,650.00	0	\$0.00	\$1,650.00	\$1,350.00	\$82.50
203-I	Site Grading	SY	170	\$27.00	\$4,590.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$4,590.00	\$0.00
211-B	Topsoil for Slope Treatment, Contractor Furnished	CY	25	\$35.00	\$875.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$875.00	\$0.00
211-D	Topsoil for Plant Pits, Contractor Furnished	CY	90	\$40.00	\$3,600.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$3,600.00	\$0.00
216-B	Solid Sodding, Centipede	SY	500	\$8.00	\$4,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$4,000.00	\$0.00
219-A	Watering	KGAL	80	\$20.00	\$1,600.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$1,600.00	\$0.00
230-A	Shrub Planting, Knockout Rose	EA	31	\$20.00	\$620.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$620.00	\$0.00
230-A	Shrub Planting, Juniper	EA	165	\$20.00	\$3,300.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$3,300.00	\$0.00
230-B	Tree Planting, Natchez Crape Myrtle	EA	4	\$150.00	\$600.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$600.00	\$0.00
230-D	Bed Preparation	SF	1000	\$3.00	\$3,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$3,000.00	\$0.00
230-F	Ground Cover and Shrub Planting, Big Blue Lirope	EA	675	\$12.50	\$8,437.50	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$8,437.50	\$0.00
234-A	Temporary Silt Fence	LF	300	\$5.00	\$1,500.00	0	\$0.00	100	\$500.00	0	\$0.00	\$500.00	\$1,000.00	\$25.00
237-A	Wattles, 12"	LF	100	\$8.00	\$800.00	0	\$0.00	30	\$240.00	0	\$0.00	\$240.00	\$560.00	\$12.00
907-242-PP	Pedestrian Entry Arch, Per Plans	EA	1	\$11,500.00	\$11,500.00	0	\$0.00	0	\$0.00	0	\$8,550.00	\$8,550.00	\$2,950.00	\$427.50
246-A	Sandbags	EA	100	\$10.00	\$1,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$1,000.00	\$0.00
907-258-E	Trash Receptacle, Per Plans	EA	1	\$800.00	\$800.00	0	\$0.00	0	\$0.00	0	\$444.55	\$444.55	\$355.45	\$22.23
907-258-J	Metal Bench, Per Plans	EA	2	\$1,200.00	\$2,400.00	0	\$0.00	0	\$0.00	0	\$1,030.20	\$1,030.20	\$1,369.80	\$51.51
907-258-X	Bike Rack, Per Plans	EA	1	\$1,200.00	\$1,200.00	0	\$0.00	0	\$0.00	0	\$190.00	\$190.00	\$1,010.00	\$9.50
304-H	Size 610 Crushed Stone Base, AEA	CY	155	\$75.00	\$11,625.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$11,625.00	\$0.00
601-B	Class "B" Concrete Minor Structures	CY	4	\$700.00	\$2,800.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$2,800.00	\$0.00
602-A	Reinforcing Steel	LBS	100	\$5.00	\$500.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$500.00	\$0.00
603-PE	12" Corrugated Polyethylene Pipe	LF	60	\$100.00	\$6,000.00	0	\$0.00	20	\$2,000.00	0	\$0.00	\$2,000.00	\$4,000.00	\$100.00
608-A	Concrete Sidewalk Without Reinforcement	SY	200	\$59.00	\$11,800.00	0	\$0.00	85	\$5,015.00	0	\$0.00	\$5,015.00	\$6,785.00	\$250.75
907-608-F	Asphalt Pavement Texturing	SF	650	\$11.50	\$7,475.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$7,475.00	\$0.00
609-B	Concrete Header Curb	LF	840	\$25.00	\$21,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$21,000.00	\$0.00
609-B	Small Concrete Median Island	LF	1450	\$35.00	\$50,750.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$50,750.00	\$0.00
613-A	Adjustment of Castings, Gratings, and Utility Appurtenance	LS	1	\$4,000.00	\$4,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$4,000.00	\$0.00
618-A	Maintenance of Traffic	LS	1	\$45,000.00	\$45,000.00	0	\$0.00	0.4	\$18,000.00	0	\$0.00	\$18,000.00	\$27,000.00	\$900.00
620-A	Mobilization	LS	1	\$30,000.00	\$30,000.00	0	\$0.00	0.8	\$24,000.00	0	\$0.00	\$24,000.00	\$6,000.00	\$1,200.00
907-626-G	Thermoplastic Detail Stripe, White 6"	LF	400	\$4.00	\$1,600.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$1,600.00	\$0.00
907-626-G	Thermoplastic Detail Stripe, Yellow	LF	200	\$4.00	\$800.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$800.00	\$0.00
907-626-H	Thermoplastic Legend, Bike Lane Symbol	EA	12	\$500.00	\$6,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$6,000.00	\$0.00
907-626-H	Thermoplastic Legend, White	LF	72	\$10.00	\$720.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$720.00	\$0.00
907-626-Z	Thermoplastic Legend, White 6" Equivalent	LF	1000	\$4.00	\$4,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$4,000.00	\$0.00
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickne	LF	25	\$75.00	\$1,875.00	0	\$0.00	55	\$4,125.00	0	\$0.00	\$4,125.00	(\$2,250.00)	\$206.25
630-A	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickne	LF	114	\$35.00	\$3,990.00	0	\$0.00	114	\$3,990.00	0	\$0.00	\$3,990.00	\$0.00	\$199.50
630-C	Steel U-Section Posts, 3.0 To 3.5 LB/FT	EA	336	\$24.00	\$8,064.00	0	\$0.00	360	\$8,640.00	0	\$0.00	\$8,640.00	(\$576.00)	\$432.00
699-A	Roadway Construction Staking	EA	1	\$5,000.00	\$5,000.00	0	\$0.00	1	\$5,000.00	0	\$0.00	\$5,000.00	\$0.00	\$250.00
	BASE BID TOTAL				\$341,006.50	\$0.00	\$0.00		\$100,785.00		\$10,214.75	\$110,999.75	\$230,006.75	\$5,549.99



Engineering Progress

January 17, 2020

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

Attn: Lamar Rutland, P.E.

**RE: Cured In Place Pipe Sewer Repair – Various Locations
City of Hattiesburg**

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 7 for the above referenced project in the amount of \$254,326.80.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Wallace', is written over a horizontal line.

Kyle D. Wallace, P.E.
Project Engineer

/md
Enclosure

cc: Terry Jackson
Suncoast Infrastructure

RECEIVED
1/21/20

LR

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: S19015-07

To Customer: CITY OF HATTIESBURG
P.O. BOX 1898
HATTIESBURG, MS 39403

From Contractor: Suncoast Infrastructure, Inc.
P.O. Box 397
1858 Hwy 49 South
Florence, MS 39073

Application Date: 1/8/2020

Project: S19015- CIPP Sewer Repair-Various
Locations, Hattiesburg, MS

Owner:

Via Engineer:

External Contract No. N/A

Contract Date: 1/11/2019

Application No. : JB App #7

Period From: 11/25/2019

Period To: 12/22/2019

Distribution to :
☐ Owner
☐ Engineer
☐ Contractor
☐

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$3,559,581.00
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$3,559,581.00
4. Work Completed To Date	\$1,770,924.30
5. Stored Materials Inventory	\$0.00
6. Total Completed and Stored To Date.	\$1,770,924.30
7. Retainage	
a. Maximum Retainage is in effect.	
b. Securities are furnished in lieu of Retainage.	\$90,000.00
c. Retainage on Work Completed to Date 5.00 %	\$88,546.22
d. Retainage on Stored Materials Inventory 0.00 %	\$0.00
e. Total Calculated Retainage	\$88,546.22
f. Total Retainage To Be Withheld	\$0.00
8. Total Earned Less Retainage	\$1,770,924.30
9. Less Previous Certificates For Payments	\$1,516,597.50
10. Current Payment Due	\$254,326.80
11 Balance to Finish, Plus Retainage.	\$1,788,656.70

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

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

CONTRACTOR: Suncoast Infrastructure, Inc.

By: Wes Min Date: 1/8/2020

State of: Mississippi County of: Rankin

Subscribed and sworn to before me this 8th day of January 2020

Notary Public: Jennifer Laseter

My Commission expires: April 29, 2023



ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED **\$ 254,326.80**

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

ENGINEER:

By: Jh [Signature] Date: 1-20-2020

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

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #7

Application Date : 01/08/20

Period From: 11/25/19

Period To: 12/22/19

Invoice # : S19015-07

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

External Contract No.:

A B C D E F						G H		I J		K L M N O P					
CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
1-1	8" CIPP	LF	4,647.00	\$30.00	\$139,410.00	3,601.00	\$108,030.00	0.00	\$0.00	3,601.00	\$108,030.00	\$0.00	\$108,030.00	77.49%	\$31,380.00
1-2	10" CIPP	LF	200.00	\$31.00	\$6,200.00	314.00	\$9,734.00	0.00	\$0.00	314.00	\$9,734.00	\$0.00	\$9,734.00	157.00%	\$-3,534.00
1-3	CIPP Service Lateral	LF	2,420.00	\$152.00	\$367,840.00	0.00	\$0.00	547.00	\$83,144.00	547.00	\$83,144.00	\$0.00	\$83,144.00	22.60%	\$284,696.00
1-4	Remove and Replace Service Lateral	LF	810.00	\$40.00	\$32,400.00	968.60	\$38,744.00	28.00	\$1,120.00	996.60	\$39,864.00	\$0.00	\$39,864.00	123.04%	\$-7,464.00
1-5	Cleanout Assembly (As Detailed)	EA	33.00	\$420.00	\$13,860.00	114.00	\$47,880.00	1.00	\$420.00	115.00	\$48,300.00	\$0.00	\$48,300.00	348.48%	\$-34,440.00
1-6	Point Repair (8' - 30' Depth)	EA	2.00	\$14,660.00	\$29,320.00	3.00	\$43,980.00	0.00	\$0.00	3.00	\$43,980.00	\$0.00	\$43,980.00	150.00%	\$-14,660.00
1-7	Manhole Rehabilitation	VF	271.00	\$235.00	\$63,685.00	66.00	\$15,510.00	96.00	\$22,560.00	162.00	\$38,070.00	\$0.00	\$38,070.00	59.78%	\$25,615.00
1-8	Concrete Road Repair	SY	183.00	\$78.00	\$14,274.00	136.00	\$10,608.00	38.40	\$2,995.20	174.40	\$13,603.20	\$0.00	\$13,603.20	95.30%	\$670.80
1-9	Asphalt Road Repair	SY	549.00	\$82.00	\$45,018.00	0.00	\$0.00	175.30	\$14,374.60	175.30	\$14,374.60	\$0.00	\$14,374.60	31.93%	\$30,643.40
1-10	Maintenance of Traffic	LS	1.00	\$10,850.00	\$10,850.00	0.75	\$8,137.50	0.25	\$2,712.50	1.00	\$10,850.00	\$0.00	\$10,850.00	100.00%	\$0.00
1-11	Mobilization	LS	1.00	\$74,750.00	\$74,750.00	0.75	\$56,062.50	0.25	\$18,687.50	1.00	\$74,750.00	\$0.00	\$74,750.00	100.00%	\$0.00
1-12	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
1-13	Landscape Restoration	SF	4,050.00	\$0.60	\$2,430.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,430.00
1-14	CCTV Service Lateral	LF	3,230.00	\$10.50	\$33,915.00	3,240.00	\$34,020.00	0.00	\$0.00	3,240.00	\$34,020.00	\$0.00	\$34,020.00	100.31%	\$-105.00
2-1	8" CIPP	LF	2,323.00	\$30.00	\$69,690.00	1,001.00	\$30,030.00	0.00	\$0.00	1,001.00	\$30,030.00	\$0.00	\$30,030.00	43.09%	\$39,660.00
2-2	10" CIPP	LF	1,484.00	\$31.00	\$46,004.00	530.00	\$16,430.00	0.00	\$0.00	530.00	\$16,430.00	\$0.00	\$16,430.00	35.71%	\$29,574.00
2-3	CIPP Service Lateral	LF	338.00	\$105.00	\$35,490.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$35,490.00
2-4	Remove and Replace Service Lateral	LF	113.00	\$40.00	\$4,520.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,520.00
2-5	Cleanout Assembly (As Detailed)	EA	5.00	\$420.00	\$2,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,100.00
2-6	Point Repair (8' - 30' Depth)	EA	1.00	\$14,660.00	\$14,660.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,660.00
2-7	Protruding Tap to be removed(8' - 30' Depth)	EA	1.00	\$14,660.00	\$14,660.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,660.00
2-8	Manhole Rehabilitation	VF	126.00	\$235.00	\$29,610.00	84.60	\$19,881.00	0.00	\$0.00	84.60	\$19,881.00	\$0.00	\$19,881.00	67.14%	\$9,729.00
2-9	Concrete Road Repair	SY	77.00	\$78.00	\$6,006.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,006.00
2-10	Asphalt Road Repair	SY	285.00	\$82.00	\$23,370.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$23,370.00
2-11	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$800.00
2-12	Maintenance of Traffic	LS	1.00	\$10,850.00	\$10,850.00	0.50	\$5,425.00	0.00	\$0.00	0.50	\$5,425.00	\$0.00	\$5,425.00	50.00%	\$5,425.00
2-13	Mobilization	LS	1.00	\$14,200.00	\$14,200.00	0.50	\$7,100.00	0.00	\$0.00	0.50	\$7,100.00	\$0.00	\$7,100.00	50.00%	\$7,100.00
2-14	Landscape Restoration	SF	565.00	\$0.60	\$339.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$339.00
2-15	CCTV Service Lateral	LF	451.00	\$8.50	\$3,833.50	260.00	\$2,210.00	0.00	\$0.00	260.00	\$2,210.00	\$0.00	\$2,210.00	57.65%	\$1,623.50
3-1	8" CIPP	LF	2,944.00	\$30.00	\$88,320.00	1,833.00	\$54,990.00	0.00	\$0.00	1,833.00	\$54,990.00	\$0.00	\$54,990.00	62.26%	\$33,330.00
3-2	CIPP Service Lateral	LF	1,090.00	\$152.00	\$165,680.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$165,680.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #7
Application Date : 01/08/20
Period From: 11/25/19
Period To: 12/22/19

Invoice # : S19015-07

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

External Contract No.:

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
3-3	Remove and Replace Service Lateral	LF	363.00	\$40.00	\$14,520.00	131.00	\$5,240.00	176.00	\$7,040.00	307.00	\$12,280.00	\$0.00	\$12,280.00	84.57%	\$2,240.00
3-4	Cleanout Assembly (As Detailed)	EA	15.00	\$420.00	\$6,300.00	15.00	\$6,300.00	21.00	\$8,820.00	36.00	\$15,120.00	\$0.00	\$15,120.00	240.00%	\$-8,820.00
3-5	Point Repair (8' - 30' Depth)	EA	1.00	\$14,660.00	\$14,660.00	5.00	\$73,300.00	0.00	\$0.00	5.00	\$73,300.00	\$0.00	\$73,300.00	500.00%	\$-58,640.00
3-6	Manhole Rehabilitation	VF	105.00	\$235.00	\$24,675.00	30.00	\$7,050.00	0.00	\$0.00	30.00	\$7,050.00	\$0.00	\$7,050.00	28.57%	\$17,625.00
3-7	Concrete Road Repair	SY	91.00	\$78.00	\$7,098.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,098.00
3-8	Asphalt Road Repair	SY	274.00	\$82.00	\$22,468.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,468.00
3-9	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
3-10	Maintenance of Traffic	LS	1.00	\$14,300.00	\$14,300.00	0.75	\$10,725.00	0.00	\$0.00	0.75	\$10,725.00	\$0.00	\$10,725.00	75.00%	\$3,575.00
3-11	Mobilization	LS	1.00	\$14,200.00	\$14,200.00	0.75	\$10,650.00	0.00	\$0.00	0.75	\$10,650.00	\$0.00	\$10,650.00	75.00%	\$3,550.00
3-12	Landscape Restoration	SF	1,815.00	\$0.60	\$1,089.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,089.00
3-13	CCTV Service Lateral	LF	1,453.00	\$10.50	\$15,256.50	1,640.00	\$17,220.00	0.00	\$0.00	1,640.00	\$17,220.00	\$0.00	\$17,220.00	112.87%	\$-1,963.50
4-1	8" CIPP	LF	5,871.00	\$30.00	\$176,130.00	2,681.00	\$80,430.00	2,126.00	\$63,780.00	4,807.00	\$144,210.00	\$0.00	\$144,210.00	81.88%	\$31,920.00
4-2	12" CIPP	LF	2,225.00	\$32.00	\$71,200.00	2,038.00	\$65,216.00	0.00	\$0.00	2,038.00	\$65,216.00	\$0.00	\$65,216.00	91.60%	\$5,984.00
4-3	CIPP Service Lateral	LF	675.00	\$105.00	\$70,875.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$70,875.00
4-4	Remove and Replace Service Lateral	LF	225.00	\$40.00	\$9,000.00	231.00	\$9,240.00	0.00	\$0.00	231.00	\$9,240.00	\$0.00	\$9,240.00	102.67%	\$-240.00
4-5	Cleanout Assembly (As Detailed)	EA	9.00	\$420.00	\$3,780.00	11.00	\$4,620.00	0.00	\$0.00	11.00	\$4,620.00	\$0.00	\$4,620.00	122.22%	\$-840.00
4-6	Point Repair (8' - 30' Depth)	EA	2.00	\$14,660.00	\$29,320.00	18.00	\$263,880.00	1.00	\$14,660.00	19.00	\$278,540.00	\$0.00	\$278,540.00	950.00%	\$-249,220.00
4-7	Manhole Rehabilitation	VF	307.00	\$235.00	\$72,145.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$72,145.00
4-8	Concrete Road Repair	SY	144.00	\$78.00	\$11,232.00	0.00	\$0.00	56.70	\$4,422.60	56.70	\$4,422.60	\$0.00	\$4,422.60	39.38%	\$6,809.40
4-9	Asphalt Road Repair	SY	485.00	\$82.00	\$39,770.00	0.00	\$0.00	51.40	\$4,214.80	51.40	\$4,214.80	\$0.00	\$4,214.80	10.60%	\$35,555.20
4-10	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
4-11	Maintenance of Traffic	LS	1.00	\$5,850.00	\$5,850.00	0.75	\$4,387.50	0.00	\$0.00	0.75	\$4,387.50	\$0.00	\$4,387.50	75.00%	\$1,462.50
4-12	Mobilization	LS	1.00	\$9,200.00	\$9,200.00	0.75	\$6,900.00	0.00	\$0.00	0.75	\$6,900.00	\$0.00	\$6,900.00	75.00%	\$2,300.00
4-13	Landscape Restoration	SF	1,125.00	\$0.60	\$675.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$675.00
4-14	CCTV Service Lateral	LF	900.00	\$8.00	\$7,200.00	745.00	\$5,960.00	0.00	\$0.00	745.00	\$5,960.00	\$0.00	\$5,960.00	82.78%	\$1,240.00
5-1	CIPP Service Lateral	LF	1,388.00	\$105.00	\$145,740.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$145,740.00
5-2	Remove and Replace Service Lateral	LF	463.00	\$40.00	\$18,520.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,520.00
5-3	Cleanout Assembly (As Detailed)	EA	19.00	\$420.00	\$7,980.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,980.00
5-4	Hardy St Road Repair	SY	815.00	\$195.00	\$158,925.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$158,925.00
5-5	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$800.00
5-6	Maintenance of Traffic	LS	1.00	\$30,850.00	\$30,850.00	0.25	\$7,712.50	0.00	\$0.00	0.25	\$7,712.50	\$0.00	\$7,712.50	25.00%	\$23,137.50
5-7	Mobilization	LS	1.00	\$17,500.00	\$17,500.00	0.25	\$4,375.00	0.00	\$0.00	0.25	\$4,375.00	\$0.00	\$4,375.00	25.00%	\$13,125.00

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #7
Application Date : 01/08/20
Period From: 11/25/19
Period To: 12/22/19

Invoice # : S19015-07

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

External Contract No.:

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
5-8	Landscape Restoration	SF	2,315.00	\$0.60	\$1,389.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,389.00
5-9	CCTV Service Lateral	LF	1,851.00	\$8.50	\$15,733.50	732.00	\$6,222.00	0.00	\$0.00	732.00	\$6,222.00	\$0.00	\$6,222.00	39.55%	\$9,511.50
6-1	8" CIPP	LF	767.00	\$30.00	\$23,010.00	767.00	\$23,010.00	0.00	\$0.00	767.00	\$23,010.00	\$0.00	\$23,010.00	100.00%	\$0.00
6-2	12" CIPP	LF	198.00	\$32.00	\$6,336.00	198.00	\$6,336.00	0.00	\$0.00	198.00	\$6,336.00	\$0.00	\$6,336.00	100.00%	\$0.00
6-3	CIPP Service Lateral	LF	132.00	\$155.00	\$20,460.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,460.00
6-4	Remove and Replace Service Lateral	LF	44.00	\$40.00	\$1,760.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,760.00
6-5	Cleanout Assembly (As Detailed)	EA	2.00	\$420.00	\$840.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$840.00
6-6	Manhole Rehabilitation	VF	48.00	\$235.00	\$11,280.00	34.80	\$8,178.00	0.00	\$0.00	34.80	\$8,178.00	\$0.00	\$8,178.00	72.50%	\$3,102.00
6-7	Concrete Road Repair	SY	17.00	\$78.00	\$1,326.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,326.00
6-8	Asphalt Road Repair	SY	50.00	\$82.00	\$4,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,100.00
6-9	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$800.00
6-10	Maintenance of Traffic	LS	1.00	\$5,850.00	\$5,850.00	0.50	\$2,925.00	0.00	\$0.00	0.50	\$2,925.00	\$0.00	\$2,925.00	50.00%	\$2,925.00
6-11	Mobilization	LS	1.00	\$17,500.00	\$17,500.00	0.50	\$8,750.00	0.00	\$0.00	0.50	\$8,750.00	\$0.00	\$8,750.00	50.00%	\$8,750.00
6-12	Landscape Restoration	SF	220.00	\$0.60	\$132.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$132.00
6-13	CCTV Service Lateral	LF	176.00	\$10.50	\$1,848.00	146.00	\$1,533.00	0.00	\$0.00	146.00	\$1,533.00	\$0.00	\$1,533.00	82.95%	\$315.00
7-1	8" CIPP	LF	1,814.00	\$30.00	\$54,420.00	1,723.00	\$51,690.00	0.00	\$0.00	1,723.00	\$51,690.00	\$0.00	\$51,690.00	94.98%	\$2,730.00
7-2	10" CIPP	LF	1,926.00	\$31.00	\$59,706.00	1,830.00	\$56,730.00	0.00	\$0.00	1,830.00	\$56,730.00	\$0.00	\$56,730.00	95.02%	\$2,976.00
7-3	CIPP Service Lateral	LF	770.00	\$105.00	\$80,850.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$80,850.00
7-4	Remove and Replace Service Lateral	LF	257.00	\$40.00	\$10,280.00	129.00	\$5,160.00	30.00	\$1,200.00	159.00	\$6,360.00	\$0.00	\$6,360.00	61.87%	\$3,920.00
7-5	Cleanout Assembly (As Detailed)	EA	11.00	\$420.00	\$4,620.00	13.00	\$5,460.00	1.00	\$420.00	14.00	\$5,880.00	\$0.00	\$5,880.00	127.27%	\$-1,260.00
7-6	Manhole Rehabilitation	VF	207.00	\$235.00	\$48,645.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$48,645.00
7-7	Concrete Road Repair	SY	68.00	\$78.00	\$5,304.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,304.00
7-8	Asphalt Road Repair	SY	203.00	\$82.00	\$16,646.00	0.00	\$0.00	45.80	\$3,755.60	45.80	\$3,755.60	\$0.00	\$3,755.60	22.56%	\$12,890.40
7-9	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
7-10	Maintenance of Traffic	LS	1.00	\$5,850.00	\$5,850.00	0.75	\$4,387.50	0.00	\$0.00	0.75	\$4,387.50	\$0.00	\$4,387.50	75.00%	\$1,462.50
7-11	Mobilization	LS	1.00	\$17,500.00	\$17,500.00	0.75	\$13,125.00	0.00	\$0.00	0.75	\$13,125.00	\$0.00	\$13,125.00	75.00%	\$4,375.00
7-12	Landscape Restoration	SF	1,285.00	\$0.60	\$771.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$771.00
7-13	CCTV Service Lateral	LF	1,027.00	\$8.50	\$8,729.50	979.00	\$8,321.50	0.00	\$0.00	979.00	\$8,321.50	\$0.00	\$8,321.50	95.33%	\$408.00
AA1-1	10" CIPP (1A)	LF	1,158.00	\$31.00	\$35,898.00	385.00	\$11,935.00	0.00	\$0.00	385.00	\$11,935.00	\$0.00	\$11,935.00	33.25%	\$23,963.00
AA1-2	Manhole Rehabilitation (1A)	VF	35.00	\$235.00	\$8,225.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,225.00
AA1-3	8" CIPP (2A)	LF	910.00	\$30.00	\$27,300.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$27,300.00
AA1-4	Manhole Rehabilitation (2A)	VF	20.00	\$235.00	\$4,700.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,700.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #7
Application Date : 01/08/20
Period From: 11/25/19
Period To: 12/22/19

Invoice # : S19015-07

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

External Contract No.:

A B C D E F						G H		I J		K L M N O P					
CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
AA1-5	10" CIPP (3A)	LF	270.00	\$31.00	\$8,370.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,370.00
AA1-6	Manhole Rehabilitation (3A)	VF	27.00	\$235.00	\$6,345.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,345.00
AA1-7	8" CIPP (4A)	LF	715.00	\$30.00	\$21,450.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$21,450.00
AA1-8	Manhole Rehabilitation (4A)	VF	12.00	\$235.00	\$2,820.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,820.00
AA1-9	8" CIPP (5A)	LF	1,006.00	\$30.00	\$30,180.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$30,180.00
AA1-10	Manhole Rehabilitation (5A)	VF	32.00	\$235.00	\$7,520.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,520.00
AA1-11	8" CIPP (6A)	LF	1,660.00	\$30.00	\$49,800.00	1,952.00	\$58,560.00	0.00	\$0.00	1,952.00	\$58,560.00	\$0.00	\$58,560.00	117.59%	\$-8,760.00
AA1-12	Manhole Rehabilitation (6A)	VF	60.00	\$235.00	\$14,100.00	32.90	\$7,731.50	0.00	\$0.00	32.90	\$7,731.50	\$0.00	\$7,731.50	54.83%	\$6,368.50
AA1-13	18" CIPP (7A)	LF	848.00	\$95.00	\$80,560.00	850.00	\$80,750.00	0.00	\$0.00	850.00	\$80,750.00	\$0.00	\$80,750.00	100.24%	\$-190.00
AA1-14	Manhole Rehabilitation (7A)	VF	25.00	\$235.00	\$5,875.00	18.60	\$4,371.00	0.00	\$0.00	18.60	\$4,371.00	\$0.00	\$4,371.00	74.40%	\$1,504.00
AA1-15	Remove and Replace Service Lateral	LF	613.00	\$40.00	\$24,520.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$24,520.00
AA1-16	CIPP Service Lateral	LF	1,837.00	\$105.00	\$192,885.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$192,885.00
AA1-17	Cleanout Assembly (As Detailed)	EA	25.00	\$420.00	\$10,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,500.00
AA1-18	Point Repair (8' - 30' Depth)	EA	2.00	\$14,660.00	\$29,320.00	2.00	\$29,320.00	0.00	\$0.00	2.00	\$29,320.00	\$0.00	\$29,320.00	100.00%	\$0.00
AA1-19	Concrete Road Repair	SY	240.00	\$78.00	\$18,720.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,720.00
AA1-20	Asphalt Road Repair	SY	1,500.00	\$82.00	\$123,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$123,000.00
AA1-21	Maintenance of Traffic	LS	1.00	\$5,600.00	\$5,600.00	0.75	\$4,200.00	0.00	\$0.00	0.75	\$4,200.00	\$0.00	\$4,200.00	75.00%	\$1,400.00
AA1-22	Mobilization	LS	1.00	\$14,200.00	\$14,200.00	0.75	\$10,650.00	0.00	\$0.00	0.75	\$10,650.00	\$0.00	\$10,650.00	75.00%	\$3,550.00
AA1-23	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
AA1-24	Landscape Restoration	SF	3,065.00	\$0.60	\$1,839.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,839.00
AA1-25	CCTV Service Lateral	LF	2,450.00	\$8.50	\$20,825.00	1,444.00	\$12,274.00	0.00	\$0.00	1,444.00	\$12,274.00	\$0.00	\$12,274.00	58.94%	\$8,551.00
Grand Totals					\$3,559,581.00		\$1,516,597.50		\$254,326.80		\$1,770,924.30	\$0.00	\$1,770,924.30	49.75%	\$1,788,656.70



Engineering Progress

January 14, 2020

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

Attn: Lamar Rutland, P.E.

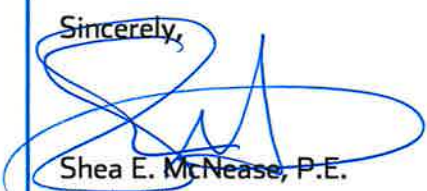
**RE: Infrastructure Rehabilitation, Arledge Street and Katie Avenue Area
City of Hattiesburg**

Dear Lamar:

Enclosed please find Pay Estimate No. 8 in the amount of \$39,864.85 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

Enclosure

cc: C.B. Developers, Inc.
SDW

RECEIVED
1/15/20

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

G:\PROJECTS\Hattiesburg_City OF\11258 - Infrastructure Improvements On Katie Ave & Arledge St\Corres\11258_Pay Estimate No. 8_Transmittal_2020-01-14.Docx

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ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

Contractor's Application for Payment No.

8

Application Period: 9/1/2019 - 11/30/2019		Application Date: 12/6/2019
To (Owner): CITY OF HATTIESBURG, MS	From (Contractor): C. B. Developers, Inc.	Via (Engineer): SHOWS, DEARMAN & WAITS, INC.
Project: INFRASTRUCTURE REHAB, ARLEDGE & KATIE AVE AREA	Contract:	
Owner's Contract No.: Not Applicable	Contractor's Project No.:	Engineer's Project No.:

Application For Payment Change Order Summary

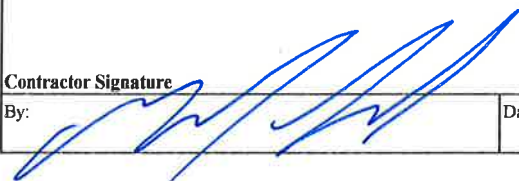
Approved Change Orders			1. ORIGINAL CONTRACT PRICE..... \$ \$1,035,127.45	
Number	Additions	Deductions	2. Net change by Change Orders..... \$	
			3. Current Contract Price (Line 1 ± 2)..... \$ \$1,035,127.45	
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates)..... \$ \$702,228.63	
			5. RETAINAGE:	
			a. 5% X \$702,228.63 Work Completed..... \$ \$35,111.43	
			b. 5% X Stored Material..... \$	
			c. Total Retainage (Line 5.a + Line 5.b)..... \$ \$35,111.43	
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ \$667,117.20	
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$627,252.35	
			8. AMOUNT DUE THIS APPLICATION..... \$ \$39,864.85	
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above)..... \$ \$368,010.25	
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

Contractor's Certification

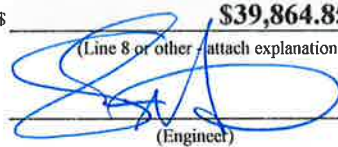
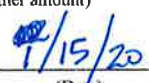
The undersigned Contractor certifies, to the best of its knowledge, the following:

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

Contractor Signature

By:  Date: 12/6/2019

Payment of: \$ **\$39,864.85**
(Line 8 or other - attach explanation of the other amount)

is recommended by:  (Engineer)  1/15/20 (Date)

Payment of: \$ **\$39,864.85**
(Line 8 or other - attach explanation of the other amount)

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

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

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):							Application Number: 8				
Application Period: 9/1/2019 - 11/30/2019							Application Date: 12/6/2019				
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	ARLEDGE STREET (ROADWAY)										
1	CLEARING AND GRUBBING	1	LS	\$622.20	\$622.20	1	\$622.20		\$622.20	100.0%	
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	685	SY	\$3.11	\$2,130.35	43.56	\$135.47		\$135.47	6.4%	\$1,994.88
3	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES	707	LF	\$3.11	\$2,198.77	560	\$1,741.60		\$1,741.60	79.2%	\$457.17
4	REMOVAL OF UTILITIES	1	LS	\$12,444.00	\$12,444.00	1	\$12,444.00		\$12,444.00	100.0%	
5	EXCESS EXCAVATION, LVM, AH	65	CY	\$14.93	\$970.45						\$970.45
6	SAND BAGS	150	EA	\$18.67	\$2,800.50						\$2,800.50
7	WATTLED, 20"	150	LF	\$9.01	\$1,351.50						\$1,351.50
8	GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)	98	CY	\$9.96	\$976.08						\$976.08
9	9.5 MM, MT, ASPHALT PAVEMENT	197	TON	\$205.33	\$40,450.01						\$40,450.01
10	19 MM, MT, ASPHALT PAVEMENT	81	TON	\$205.33	\$16,631.73						\$16,631.73
11	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	1,479	SY	\$14.93	\$22,081.47						\$22,081.47
12	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH	178	SY	\$78.40	\$13,955.20						\$13,955.20
13	COMBINATION CONCRETE CURB & GUTTER, PER PLANS	520	LF	\$26.13	\$13,587.60						\$13,587.60
14	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	386	SY	\$53.51	\$20,654.86						\$20,654.86
15	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES	26	CY	\$2,001.00	\$52,026.00	22.1	\$44,222.10		\$44,222.10	85.0%	\$7,803.90
16	REINFORCING STEEL	2,370	LBS	\$1.80	\$4,266.00	1610.2	\$2,898.36		\$2,898.36	67.9%	\$1,367.64
17	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	312	LF	\$37.18	\$11,600.16	310	\$11,525.80		\$11,525.80	99.4%	\$74.36
18	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	226	LF	\$53.15	\$12,011.90	250	\$13,287.50		\$13,287.50	110.6%	-\$1,275.60
19	8" CORRUGATED POLYETHYLENE PIPE	12	LF	\$36.55	\$438.60	20	\$731.00		\$731.00	166.7%	-\$292.40
20	10" CORRUGATED POLYETHYLENE PIPE	12	LF	\$39.30	\$471.60	20	\$786.00		\$786.00	166.7%	-\$314.40
21	12" CORRUGATED POLYETHYLENE PIPE	12	LF	\$41.92	\$503.04	20	\$838.40		\$838.40	166.7%	-\$335.36
22	CASTINGS	553	LBS	\$7.35	\$4,064.55						\$4,064.55
23	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	1,490	LF	\$1.24	\$1,847.60						\$1,847.60
24	THERMOPLASTIC DETAIL STRIPE, WHITE	312	LF	\$2.49	\$776.88						\$776.88
	Totals				\$238,861.05		\$89,232.43		\$89,232.43		\$149,628.62

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):						Application Number: 8					
Application Period: 9/1/2019 - 11/30/2019						Application Date: 12/6/2019					
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	SUBTOTAL FROM PREVIOUS PAGE				\$238,861.05		\$89,232.43		\$89,232.43		\$149,628.62
25	THERMOPLASTIC LEGEND, WHITE	142	LF	\$2.49	\$353.58						\$353.58
26	DETECTABLE WARNING, PER PLANS	165	SF	\$68.44	\$11,292.60						\$11,292.60
27	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" TH	10	SF	\$24.27	\$242.70						\$242.70
28	STEEL U-SECTION POSTS, 2.0 LBS/FT	52	LF	\$9.96	\$517.92						\$517.92
29	MAINTENANCE OF TRAFFIC	1	LS	\$10,577.40	\$10,577.40	1	\$10,577.40		\$10,577.40	100.0%	
30	MOBILIZATION	1	LS	\$31,110.00	\$31,110.00	1	\$31,110.00		\$31,110.00	100.0%	
	KATIE AVENUE (ROADWAY)										
1	CLEARING AND GRUBBING	1	LS	\$622.20	\$622.20	1	\$622.20		\$622.20	100.0%	
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	1,782	SY	\$3.11	\$5,542.02	1108.19	\$3,446.47		\$3,446.47	62.2%	\$2,095.55
3	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	22	SY	\$3.11	\$68.42	574.95	\$1,788.09		\$1,788.09	2613.4%	-\$1,719.67
4	REMOVAL OF CONCRETE WALKS, ALL DEPTHS	217	SY	\$3.11	\$674.87						\$674.87
5	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES	440	LF	\$3.11	\$1,368.40	11	\$34.21		\$34.21	2.5%	\$1,334.19
6	REMOVAL OF UTILITIES	1	LS	\$12,444.00	\$12,444.00	1	\$12,444.00		\$12,444.00	100.0%	
7	REMOVAL OF INLET AND JUNCTION BOX, ALL TYPES & SI	1	EA	\$186.66	\$186.66						\$186.66
8	REMOVE AND RESET SIGNS, ALL SIZES	2	EA	\$12.44	\$24.88						\$24.88
9	EXCESS EXCAVATION, LVM, AH	346	CY	\$3.73	\$1,290.58						\$1,290.58
10	SAND BAGS	150	EA	\$18.67	\$2,800.50						\$2,800.50
11	WATTLES, 20"	250	LF	\$10.86	\$2,715.00						\$2,715.00
12	GRANULAR MATERIAL (LVM)(CLASS 9, GROUP B)	519	CY	\$9.96	\$5,169.24						\$5,169.24
13	9.5 MM, MT, ASPHALT PAVEMENT	97	TON	\$205.33	\$19,917.01						\$19,917.01
14	19 MM, MT, ASPHALT PAVEMENT	312	TON	\$205.33	\$64,062.96						\$64,062.96
15	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	20	SY	\$14.93	\$298.60						\$298.60
16	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH	91	SY	\$78.40	\$7,134.40						\$7,134.40
17	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH	19	SY	\$112.00	\$2,128.00						\$2,128.00
18	COMBINATION CONCRETE CURB & GUTTER, PER PLANS	723	LF	\$26.13	\$18,891.99						\$18,891.99
	Totals				\$438,294.98		\$149,254.81		\$149,254.81		\$289,040.17

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):						Application Number: 8					
Application Period: 9/1/2019 - 11/30/2019						Application Date: 12/6/2019					
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	SUBTOTAL FROM PREVIOUS PAGE				\$438,294.98		\$149,254.81		\$149,254.81		\$289,040.17
19	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, BRO	477	SY	\$53.51	\$25,524.27						\$25,524.27
20	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, STAM	16	SY	\$112.00	\$1,792.00						\$1,792.00
21	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES	42	CY	\$2,001.00	\$84,042.00	35.48	\$70,995.48		\$70,995.48	84.5%	\$13,046.52
22	REINFORCING STEEL	3,568	LBS	\$1.80	\$6,422.40	1993	\$3,587.40		\$3,587.40	55.9%	\$2,835.00
23	15" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	12	LF	\$37.15	\$445.80	24	\$891.60		\$891.60	200.0%	-\$445.80
24	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	230	LF	\$37.18	\$8,551.40	193	\$7,175.74		\$7,175.74	83.9%	\$1,375.66
25	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	31	LF	\$53.15	\$1,647.65	16	\$850.40		\$850.40	51.6%	\$797.25
26	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	204	LF	\$84.35	\$17,207.40	203	\$17,123.05		\$17,123.05	99.5%	\$84.35
27	44" X 27" REINFORCED CONCRETE ARCH PIPE, CLASS A3, F	103	LF	\$126.92	\$13,072.76	102	\$12,945.84		\$12,945.84	99.0%	\$126.92
28	51" X 31" REINFORCED CONCRETE ARCH PIPE, CLASS A3, F	255	LF	\$156.67	\$39,950.85	240	\$37,600.80		\$37,600.80	94.1%	\$2,350.05
29	51" X 31" REINFORCED CONCRETE ARCH PIPE END SECTION	1	EA	\$1,891.49	\$1,891.49						\$1,891.49
30	CASTINGS	790	LBS	\$2.38	\$1,880.20						\$1,880.20
31	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	780	LF	\$1.24	\$967.20						\$967.20
32	THERMOPLASTIC DETAIL STRIPE, WHITE	336	LF	\$2.49	\$836.64						\$836.64
33	THERMOPLASTIC LEGEND, WHITE	103	LF	\$2.49	\$256.47						\$256.47
34	THERMOPLASTIC LEGEND, WHITE	10	SF	\$7.47	\$74.70						\$74.70
35	DETECTABLE WARNING, PER PLANS	141	SF	\$68.44	\$9,650.04						\$9,650.04
36	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" TH	20	SF	\$24.27	\$485.40						\$485.40
37	STEEL U-SECTION POSTS, 2.0 LBS/FT	78	LF	\$9.96	\$776.88						\$776.88
38	MAINTENANCE OF TRAFFIC	1	LS	\$10,577.40	\$10,577.40	1	\$10,577.40		\$10,577.40	100.0%	
39	MOBILIZATION	1	LS	\$31,110.00	\$31,110.00	1	\$31,110.00		\$31,110.00	100.0%	
	TRAFFIC SIGNAL RELOCATION										
1	RELOCATION OF EXISTING TRAFFIC SIGNAL CONTROLLER	1	LS	\$43,460.68	\$43,460.68	1	\$43,460.68		\$43,460.68	100.0%	
2	REMOVAL OF EXISTING TRAFFIC CONTROLLER BASE	1	EA	\$1,866.60	\$1,866.60	1	\$1,866.60		\$1,866.60	100.0%	
3	MAINTENANCE OF TRAFFIC	1	LS	\$3,111.00	\$3,111.00	1	\$3,111.00		\$3,111.00	100.0%	
	Totals				\$743,896.21		\$390,550.80		\$390,550.80		\$353,345.41

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):						Application Number: 8					
Application Period: 9/1/2019 - 11/30/2019						Application Date: 12/6/2019					
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	SUBTOTAL FROM PREVIOUS PAGE				\$743,896.21		\$390,550.80		\$390,550.80		\$353,345.41
4	MOBILIZATION	1	LS	\$8,088.60	\$8,088.60	1	\$8,088.60		\$8,088.60	100.0%	
	ARLEDGE STREET (WATER)										
1	12" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	670	LF	\$45.53	\$30,505.10	722	\$32,872.66		\$32,872.66	107.8%	-\$2,367.56
2	8" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	20	LF	\$37.29	\$745.80	40	\$1,491.60		\$1,491.60	200.0%	-\$745.80
3	6" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	20	LF	\$33.60	\$672.00	145	\$4,872.00		\$4,872.00	725.0%	-\$4,200.00
4	4" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	10	LF	\$32.21	\$322.10						\$322.10
5	3" SCH. 80 PVC (OPEN CUT)	90	LF	\$14.85	\$1,336.50	75	\$1,113.75		\$1,113.75	83.3%	\$222.75
6	2" SCH. 80 PVC (OPEN CUT)	12	LF	\$13.64	\$163.68	33	\$450.12		\$450.12	275.0%	-\$286.44
7	1-1/2" SCH. 80 PVC (OPEN CUT)	60	LF	\$13.36	\$801.60						\$801.60
8	20" STEEL CASING (BORED)	60	LF	\$170.73	\$10,243.80	60	\$10,243.80		\$10,243.80	100.0%	
9	16" DR-11 HDPE (OPEN CUT)	60	LF	\$198.01	\$11,880.60	80	\$15,840.80		\$15,840.80	133.3%	-\$3,960.20
10	TRACER WIRE SYSTEM	942	LF	\$3.77	\$3,551.34	1095	\$4,128.15		\$4,128.15	116.2%	-\$576.81
11	8" GATE VALVE	1	EA	\$1,515.62	\$1,515.62						\$1,515.62
12	6" GATE VALVE	1	EA	\$1,168.44	\$1,168.44						\$1,168.44
13	CONNECTION: PROPOSED 12" TO EXISTING 20" (HOT TAP & REDUCED ORIFICE)	1	EA	\$9,217.06	\$9,217.06						\$9,217.06
14	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE)	1	EA	\$7,689.95	\$7,689.95	1	\$7,689.95		\$7,689.95	100.0%	
15	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & REDUCED ORIFICE)	1	EA	\$5,083.13	\$5,083.13	1	\$5,083.13		\$5,083.13	100.0%	
16	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & REDUCED ORIFICE)	1	EA	\$2,922.16	\$2,922.16	1	\$2,922.16		\$2,922.16	100.0%	
17	CONNECTION: PROPOSED 6" TO PROPOSED 4" (TEE)	1	EA	\$2,525.36	\$2,525.36						\$2,525.36
18	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE & REDUCED ORIFICE)	2	EA	\$5,587.12	\$11,174.24	2	\$11,174.24		\$11,174.24	100.0%	
19	6" FIRE SUPPRESSION CONNECTION	3	EA	\$4,895.89	\$14,687.67	3	\$14,687.67		\$14,687.67	100.0%	
20	3" SERIVCE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE & REDUCED ORIFICE)	4	EA	\$3,941.36	\$15,765.44	4	\$15,765.44		\$15,765.44	100.0%	
21	2" SERIVCE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE & REDUCED ORIFICE)	1	EA	\$2,708.84	\$2,708.84	1	\$2,708.84		\$2,708.84	100.0%	
22	1-1/2" SERIVCE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE & REDUCED ORIFICE)	2	EA	\$1,946.62	\$3,893.24						\$3,893.24
	KATIE AVENUE (WATER)										
	Totals				\$890,558.48		\$529,683.71		\$529,683.71		\$360,874.77

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):						Application Number: 8					
Application Period: 9/1/2019 - 11/30/2019						Application Date: 12/6/2019					
A				B	C	D	E	F			
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	SUBTOTAL FROM PREVIOUS PAGE				\$890,558.48		\$529,683.71		\$529,683.71		\$360,874.77
1	8" DUCTILE IRON WATER LINE (OPEN CUT)	460	LF	\$33.56	\$15,437.60	380	\$12,752.80		\$12,752.80	82.6%	\$2,684.80
2	3" SCH. 80 PVC (OPEN CUT)	41	LF	\$21.07	\$863.87	60	\$1,264.20		\$1,264.20	146.3%	-\$400.33
3	1-1/2" SCH. 80 PVC (OPEN CUT)	40	LF	\$19.59	\$783.60	60	\$1,175.40		\$1,175.40	150.0%	-\$391.80
4	TRACER WIRE SYSTEM	541	LF	\$3.26	\$1,763.66	500	\$1,630.00		\$1,630.00	92.4%	\$133.66
5	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/	1	EA	\$4,568.39	\$4,568.39	1	\$4,568.39		\$4,568.39	100.0%	
6	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE	1	EA	\$5,440.23	\$5,440.23	1	\$5,440.23		\$5,440.23	100.0%	
7	6" FIRE SUPPRESSION CONNECTION	1	EA	\$3,705.81	\$3,705.81	1	\$3,705.81		\$3,705.81	100.0%	
8	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. T	1	EA	\$3,609.46	\$3,609.46	1	\$3,609.46		\$3,609.46	100.0%	
9	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INC	1	EA	\$1,967.23	\$1,967.23	1	\$1,967.23		\$1,967.23	100.0%	
	ARLEDGE (SEWER)										
1	8" PVC SEWER, SDR 26 (6'-8')	403	LF	\$29.28	\$11,799.84	210	\$6,148.80		\$6,148.80	52.1%	\$5,651.04
2	8" PVC SEWER, SDR 26 (8'-10')	60	LF	\$34.26	\$2,055.60	150	\$5,139.00		\$5,139.00	250.0%	-\$3,083.40
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	144	LF	\$22.08	\$3,179.52	173.25	\$3,825.36		\$3,825.36	120.3%	-\$645.84
4	TRACER WIRE SYSTEM	607	LF	\$4.47	\$2,713.29	533.25	\$2,383.63		\$2,383.63	87.9%	\$329.66
5	48" DIAMETER PRECAST CONCRETE MANHOLE (6'-8')	2	EA	\$4,016.80	\$8,033.60	2	\$8,033.60		\$8,033.60	100.0%	
6	60" DIAMETER PRECAST CONCRETE MANHOLE (8'-10')	1	EA	\$4,657.75	\$4,657.75	0.79	\$3,679.62		\$3,679.62	79.0%	\$978.13
7	8" X 8" X 6" SERVICE TEE	6	EA	\$508.21	\$3,049.26	4	\$2,032.84		\$2,032.84	66.7%	\$1,016.42
8	6" PVC CLEANOUT	6	EA	\$652.53	\$3,915.18	5	\$3,262.65		\$3,262.65	83.3%	\$652.53
9	DEMOLITION AND REMOVAL OF EXISTING MANHOLE	1	EA	\$933.30	\$933.30						\$933.30
10	ABANDONMENT OF EXISTING MANHOLE	2	EA	\$684.42	\$1,368.84						\$1,368.84
11	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	766	CY	\$11.82	\$9,054.12	1720	\$20,330.40		\$20,330.40	224.5%	-\$11,276.28
	KATIE AVE & EDWARDS ST (SEWER)										
1	8" PVC SEWER, SDR 26 (8'-10')	149	LF	\$34.26	\$5,104.74	395	\$13,532.70		\$13,532.70	265.1%	-\$8,427.96
2	8" PVC SEWER, SDR 26 (10'-12')	306	LF	\$39.24	\$12,007.44	55	\$2,158.20		\$2,158.20	18.0%	\$9,849.24
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	81	LF	\$15.57	\$1,261.17	62	\$965.34		\$965.34	76.5%	\$295.83
	Totals				\$997,831.98		\$637,289.37		\$637,289.37		\$360,542.61

Contractor's Application

For (Contract):								Application Number: 8			
Application Period: 9/1/2019 - 11/30/2019								Application Date: 12/6/2019			
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	SUBTOTAL FROM PREVIOUS PAGE				\$997,831.98		\$637,289.37		\$637,289.37		\$360,542.61
4	TRACER WIRE SYSTEM	536	LF	\$3.89	\$2,085.04	536	\$2,085.04		\$2,085.04	100.0%	
5	48" DIAMETER PRECAST CONCRETE MANHOLE (10'-12')	1	EA	\$5,298.69	\$5,298.69	2	\$10,597.38		\$10,597.38	200.0%	-\$5,298.69
6	8" X 8" X 6" SERVICE TEE	3	EA	\$508.21	\$1,524.63	2	\$1,016.42		\$1,016.42	66.7%	\$508.21
7	6" PVC CLEANOUT	3	EA	\$652.53	\$1,957.59	2	\$1,305.06		\$1,305.06	66.7%	\$652.53
8	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	2,236	CY	\$11.82	\$26,429.52	4224.65	\$49,935.36		\$49,935.36	188.9%	-\$23,505.84
Totals					\$1,035,127.45		\$702,228.63		\$702,228.63		\$332,898.82

Monthly Totals

For (Contract):		Application Number:	8
Application Period:	9/1/2019 - 11/30/2019	Application Date:	12/6/2019

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
	ARLEDGE STREET (ROADWAY)											
1	CLEARING AND GRUBBING	1										1
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	43.56										43.56
3	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES					560						560
4	REMOVAL OF UTILITIES				1							1
5	EXCESS EXCAVATION, LVM, AH											
6	SAND BAGS											
7	WATTLED, 20"											
8	GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)											
9	9.5 MM, MT, ASPHALT PAVEMENT											
10	19 MM, MT, ASPHALT PAVEMENT											
11	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS											
12	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" THICK, BROOM FINISH											
13	COMBINATION CONCRETE CURB & GUTTER, PER PLANS											
14	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT											
15	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES					9.12	5.98		7			22.1
16	REINFORCING STEEL					1084	526.2					1610.2
17	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS					235	75					310
18	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS					250						250
19	8" CORRUGATED POLYETHYLENE PIPE					20						20
20	10" CORRUGATED POLYETHYLENE PIPE						20					20
21	12" CORRUGATED POLYETHYLENE PIPE						20					20
22	CASTINGS											
23	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW											
24	THERMOPLASTIC DETAIL STRIPE, WHITE											

Monthly Totals

For (Contract):		Application Number:	8
Application Period:	9/1/2019 - 11/30/2019	Application Date:	12/6/2019

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

Monthly Totals

For (Contract):		Application Number:	8
Application Period:	9/1/2019 - 11/30/2019	Application Date:	12/6/2019

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
19	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, BROOM FINISH											
20	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, STAMPED AND COLORED											
21	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES		14.18	9.3					12			35.48
22	REINFORCING STEEL		1203	790								1993
23	15" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS		8	16								24
24	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS			193								193
25	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS			16								16
26	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS			203								203
27	44" X 27" REINFORCED CONCRETE ARCH PIPE, CLASS A3, FLEXIBLE P		70	32								102
28	51" X 31" REINFORCED CONCRETE ARCH PIPE, CLASS A3, FLEXIBLE P		240									240
29	51" X 31" REINFORCED CONCRETE ARCH PIPE END SECTION											
30	CASTINGS											
31	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW											
32	THERMOPLASTIC DETAIL STRIPE, WHITE											
33	THERMOPLASTIC LEGEND, WHITE											
34	THERMOPLASTIC LEGEND, WHITE											
35	DETECTABLE WARNING, PER PLANS											
36	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS											
37	STEEL U-SECTION POSTS, 2.0 LBS/FT											
38	MAINTENANCE OF TRAFFIC	0.25	0.1	0.1		0.55						1
39	MOBILIZATION	0.4	0.1	0.1		0.4						1
	TRAFFIC SIGNAL RELOCATION											
1	RELOCATION OF EXISTING TRAFFIC SIGNAL CONTROLLER, PER PLANS				1							1
2	REMOVAL OF EXISTING TRAFFIC CONTROLLER BASE				1							1
3	MAINTENANCE OF TRAFFIC				1							1

Monthly Totals

For (Contract):		Application Number: 8
Application Period:	9/1/2019 - 11/30/2019	Application Date: 12/6/2019

ITEM NUMBER	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
4	MOBILIZATION				1							1
	ARLEDGE STREET (WATER)											
1	12" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)						200	442	80			722
2	8" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)						40					40
3	6" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)						120	25				145
4	4" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)											
5	3" SCH. 80 PVC (OPEN CUT)							75				75
6	2" SCH. 80 PVC (OPEN CUT)							33				33
7	1-1/2" SCH. 80 PVC (OPEN CUT)						60	-60				
8	20" STEEL CASING (BORED)						60					60
9	16" DR-11 HDPE (OPEN CUT)						80					80
10	TRACER WIRE SYSTEM						500	515	80			1095
11	8" GATE VALVE											
12	6" GATE VALVE											
13	CONNECTION: PROPOSED 12" TO EXISTING 20" (HOT TAP w/ 12" VALVE)											
14	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE)							1				1
15	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & REDUCER)						1					1
16	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & REDUCERS)						1					1
17	CONNECTION: PROPOSED 6" TO PROPOSED 4" (TEE)											
18	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE & OTHER FITTINGS)							2				2
19	6" FIRE SUPPRESSION CONNECTION							3				3
20	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER,						2	2				4
21	2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METER BO							1				1
22	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, ME						1	-1				
	KATIE AVENUE (WATER)											

Monthly Totals

For (Contract):		Application Number: 8
Application Period:	9/1/2019 - 11/30/2019	Application Date: 12/6/2019

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
1	8" DUCTILE IRON WATER LINE (OPEN CUT)						380					380
2	3" SCH. 80 PVC (OPEN CUT)							60				60
3	1-1/2" SCH. 80 PVC (OPEN CUT)							60				60
4	TRACER WIRE SYSTEM						380	120				500
5	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ 8" VALVE)						1					1
6	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE & OTHER FITTINGS)						1					1
7	6" FIRE SUPPRESSION CONNECTION						1					1
8	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER)						1					1
9	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METER)							1				1
	ARLEDGE (SEWER)											
1	8" PVC SEWER, SDR 26 (6'-8')		210									210
2	8" PVC SEWER, SDR 26 (8'-10')	150										150
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	60	50.25			63						173.25
4	TRACER WIRE SYSTEM	210	260.25			35	28					533.25
5	48" DIAMETER PRECAST CONCRETE MANHOLE (6'-8')		2									2
6	60" DIAMETER PRECAST CONCRETE MANHOLE (8'-10')	0.79										0.79
7	8" X 8" X 6" SERVICE TEE		4									4
8	6" PVC CLEANOUT		4			1						5
9	DEMOLITION AND REMOVAL OF EXISTING MANHOLE											
10	ABANDONMENT OF EXISTING MANHOLE											
11	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	420				884	80	336				1720
	KATIE AVE & EDWARDS ST (SEWER)											
1	8" PVC SEWER, SDR 26 (8'-10')	395										395
2	8" PVC SEWER, SDR 26 (10'-12')	55										55
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	8		54								62

Monthly Totals

For (Contract):		Application Number:	8
Application Period:	9/1/2019 - 11/30/2019	Application Date:	12/6/2019

[illegible]



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

December 31, 2019
Project No: 11296
Invoice No: 21240

Project Manager Nicholas Connolly
Project 11296 Camp Street Ditch Upgrades
Professional Services from November 24, 2019 to December 21, 2019
Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Connolly, Nicholas	4.00	175.00	700.00	
Totals	4.00		700.00	
Total Labor				700.00
		Total this Invoice		\$700.00

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

093695, 7 220.69
MB 2012-1/34

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

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

The City Council of the City of Hattiesburg, Mississippi (the “City”) acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. **58** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 58 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

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

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **58** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$400,341.41** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **58** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Four Hundred Thousand Three Hundred Forty-One and 41/100 dollars (\$400,341.41)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No. **58** in the total aggregate amount **Four Hundred Thousand Three Hundred Forty-One and 41/100 dollars (\$400,341.41)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **4th** day of **February, 2020**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **4th** day of **February, 2020**.

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: Andrew Ellard, Director

cc:

Date: Tuesday, February 4, 2020

Re: Adopt a Resolution declaring equipment surplus and authorize the disposal or sale of said equipment; authorize removal of equipment from the City inventory of the Department of Urban Development.
File Number: 2020-45
Minute Book #

Summary

Adopt a Resolution declaring equipment surplus (per attached list) and authorize the disposal or sale of said equipment; authorize removal of equipment from City inventory of the Department of Urban Development.

Recommendation Statement

I recommend adoption of resolution to surplus items.

Please place this on the February 4, 2020 City Council meeting for consideration.

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the following equipment, as per attached list, is no longer needed for municipal or related purposes and is not to be used in the future operation of the City; and

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

WHEREAS, the governing authorities of the City of Hattiesburg desire to dispose of said equipment with no residual value at the solid waste landfill and dispose at auction any equipment having a residual value;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Hattiesburg City Council does hereby declare surplus the following equipment, as per attached memo, and authorize disposal or sale of said equipment.

The foregoing resolution having been reduced to writing, the same was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this 4th day of February, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this 4th day of February, 2020.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

**Department of Urban Development
February 2020 Surplus List**

Asset ID	Description	Serial Number	Custodian	Asset Type	Acquisition date	Cost	Status
	Brother Business Smart Series MFC-JF620DW	U63769D6F143883	CDBG	Printer			BROKEN
13587	HP Photosmart 7550 printer	CN28H4205F	CDBG	printer			BROKEN
	Proxima Desktop Projector 9250	G9601287	CDBG	projector			Outdated/No longer in use
	HP Deskjet 450 C8111A	SG48P310XL	CDBG	printer			Outdated/No longer in use
	Canon MP49D Calculator	20077991	CDBG	calculator			Outdated/No longer in use
15217	HP PSC 1610 All-in-One	MY5BLF20WT	CDBG	Printer			Outdated/No longer in use
	Canon P100-DH	20422631	CDBG	calculator			Outdated/No longer in use
	Brother Worksmart series MFC-J885DW	U64069J5H455398	CDBG	Printer			BROKEN
6124	5 drawer lateral cabinets	none listed	Land Dev	Furniture			BROKEN
6125	5 drawer lateral cabinets	none listed	Land Dev	Furniture			BROKEN
	Rolling Chair	none listed	Land Dev	Furniture			Outdated/No longer in use
	Rolling Chair	none listed	Land Dev	Furniture			Outdated/No longer in use
	Rolling Chair	none listed	Land Dev	Furniture			Outdated/No longer in use
	Rolling Chair	none listed	Land Dev	Furniture			Outdated/No longer in use
	Rolling Chair	none listed	Land Dev	Furniture			Outdated/No longer in use
	Kodak easyshare M532	KCTNU14714456	Land Dev	camera			Outdated/No longer in use
4485 or 1699	Motorola pager	AD5BVS2N6G	Land Dev	pager			Outdated/No longer in use
16173	Canon Powershot A560	4422106688	Land Dev	Camera			BROKEN
	Motorola 7.5 Nickel-Cadmium Battery NTN7143CR	520 AK48 1	Land Dev	Radio Battery			Outdated/No longer in use
	Motorola 7.5 Nickel-Cadmium Battery NTN7143CR	411 AK62 1	Land Dev	Radio Battery			Outdated/No longer in use
	WAU7143 1200 mAH battery	none listed	Land Dev	Radio Battery			Outdated/No longer in use
	WAU7143 1200 mAH battery	none listed	Land Dev	Radio Battery			Outdated/No longer in use
	Motorola 7.5 Nickel-Cadmium Battery NTN7143C	138 TK 11 1	Land Dev	Radio Battery			Outdated/No longer in use
	Motorola 7.5 Nickel-Cadmium Battery NTN7143CR	520 AK48 1	Land Dev	Radio Battery			Outdated/No longer in use
11590	Motorola 7.5V Nickel-Cadmium Rechargeable Battery	HNN9628B	Land Dev	Radio Battery			Outdated/No longer in use
	Motorola 7.5V Nickel-Cadmium Battery NTN9815B	749 AUO2	Land Dev	Radio Battery			Outdated/No longer in use
	Motorola 7.5V Nickel-Cadmium Battery NTN9815B	743 AUG2	Land Dev	Radio Battery			Outdated/No longer in use
	Motorola 7.5V Nickel-Cadmium Battery NTN9815B	743 AUG2	Land Dev	Radio Battery			Outdated/No longer in use
	Motorola 7.5V Nickel-Cadmium Rechargeable Battery	HNN9628B	Land Dev	Radio Battery			Outdated/No longer in use
	Motorola 7.5 Nickel-Cadmium Battery NTN7143C	007 TK	Land Dev	Radio Battery			Outdated/No longer in use
	Motorola 7.5V Nickel-Cadmium Battery NTN9815B	749 AUO2	Land Dev	Radio Battery			Outdated/No longer in use
	Motorola 7.5V Nickel-Cadmium Battery NTN9815B	749 AUO2	Land Dev	Radio Battery			Outdated/No longer in use
	Motorola 7.5 Nickel-Cadmium Battery NTN7143C	102 TK 51 1	Land Dev	Radio Battery			Outdated/No longer in use
	Motorola 7.5 Nickel-Cadmium Battery NTN7143CR	520 AK48 1	Land Dev	Radio Battery			Outdated/No longer in use
15849	RADIO-MOTOROLA MTX8250 MOD #AAH25UCH6GB6AN	921TGY2166	MASS TRANSIT,	COMMUNICATION	2/22/2007	\$ 720.00	BROKEN
17999	HP Elitebook laptop	unknown	MPO	Computer			Outdated/No longer in use
18480	Desktop Computer	unknown	MPO	Computer			BROKEN
19600	Desktop Computer	unknown	MPO	Computer			BROKEN
	Gateway keyboard	unknown	MPO	Computer equipment			Outdated/No longer in use
	Gateway monitor	unknown	MPO	Computer equipment			Outdated/No longer in use

**Department of Urban Development
February 2020 Surplus List**

	Acer monitor	unknown	MPO	Computer equipment		Outdated/No longer in use
	APC back-ups 1300	unknown	MPO	Computer equipment		Outdated/No longer in use
	APC back-ups 1300	unknown	MPO	Computer equipment		Outdated/No longer in use
	Office chair	none listed	MPO	Furniture		BROKEN
	Office chair	none listed	MPO	Furniture		BROKEN
14693	HP Designjert 800PS	unknown	Urban Dev	Printer		Outdated/No longer in use
	Toshiba laptop PSL130U	78270586Q	Urban Dev	Computer		BROKEN
16917	Sony Cybershot DSC-H2	3647902	Urban Dev	Camera		Outdated/No longer in use
	Canon Palm Printer P1-DH V	none listed	Urban Dev	calculator		Outdated/No longer in use
7605	Texas Instruments TI-5029	none listed	Urban Dev	calculator		Outdated/No longer in use
	Canon Palm Printer P1-DH III	none listed	Urban Dev	calculator		Outdated/No longer in use
	Canon Palm Printer P1-DH V	none listed	Urban Dev	calculator		Outdated/No longer in use
	Sharp EL-1801PIII	none listed	Urban Dev	calculator		Outdated/No longer in use



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, February 4, 2020

Re: Approve Agreement between City of Hattiesburg and Tyler Technologies, Inc., to provide municipal financial, utility and court software as a service to the City of Hattiesburg as per contract and authorize the Mayor to execute the same.
File Number: 2020-46
Minute Book #

Summary

Approve agreement between City of Hattiesburg and Tyler Technologies, Inc., to provide municipal financial, utility and court software as a service to the City of Hattiesburg as per contract and authorize Mayor to execute the same.

Recommendation Statement

I recommend the approval and authorization of the software contract between the City of Hattiesburg and Tyler Technologies to provide financial, utility, and court software as a service to the City of Hattiesburg.

Please place this on the February 4, 2020 City Council meeting for consideration.



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. ("Tyler") and the City of Hattiesburg, Mississippi ("Client").

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Hattiesburg, Mississippi.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.



- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount

of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and

the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

7. Socrata. The Socrata Terms and Conditions, attached hereto as Exhibit F, shall govern the use of all Socrata labeled software in the Investment Summary. In the event of a conflict between any term or provision in this Agreement and any term or provision in Exhibit F, the terms of the latter shall govern. The Agreement shall otherwise remain and continue in full force and effect.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and

security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
 - 9.2 provide telephone support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-

current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience. We acknowledge that by law, the current City Council of Hattiesburg cannot bind a future City Council, and, therefore, this Agreement may be voided by a future City Council of Hattiesburg after June 30, 2021.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. General Indemnification. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**
5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR**

CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment

concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that

party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary Schedule 1: ERP/Munis Investment Summary Schedule 2: Municipal Court Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work
Exhibit F	Socrata Terms and Conditions
Exhibit G	Web Services – Hosted Application Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Hattiesburg, Mississippi

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Attention: _____



Exhibit A

Investment Summary

The following Investment Summaries (collectively referred to as “Investment Summary”) detail the software and services to be delivered by us to you under the Agreement. The Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: David Regnery
 Date: 1/8/2020
 Quote Expiration: 7/1/2020
 Quote Name: City of Hattiesburg-ERP-Munis
 Quote Number: 2019-68346-2
 Quote Description: Tyler Munis Quote-SaaS

Sales Quotation For

City of Hattiesburg
 PO Box 1898
 Hattiesburg, MS 39403-1898
 Phone +1 (601) 545-4966

SaaS			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
Financial:					
Accounting/GL	3.0	\$31,623.00	128	\$22,400.00	\$10,600.00
Accounts Payable	3.0	\$8,513.00	32	\$5,600.00	\$0.00
Bid Management	3.0	\$3,514.00	28	\$4,900.00	\$0.00
Budgeting	3.0	\$8,513.00	56	\$9,800.00	\$0.00
Capital Assets	3.0	\$7,027.00	44	\$7,700.00	\$3,000.00
Cash Management	3.0	\$5,856.00	32	\$5,600.00	\$0.00
Contract Management	3.0	\$3,456.00	28	\$4,900.00	\$4,000.00
Employee Expense Reimbursement	3.0	\$3,217.00	32	\$5,600.00	\$0.00
Inventory	3.0	\$5,853.00	44	\$7,700.00	\$3,500.00
Project & Grant Accounting	3.0	\$5,856.00	32	\$5,600.00	\$5,000.00
Purchasing	3.0	\$12,883.00	92	\$16,100.00	\$2,700.00
Human Capital Management:					
Human Resources & Talent Management	3.0	\$9,470.00	144	\$25,200.00	\$0.00
Payroll w/ESS	3.0	\$12,006.00	240	\$42,000.00	\$18,800.00
Revenue:					
Accounts Receivable	3.0	\$6,285.00	76	\$13,300.00	\$0.00

SaaS

Description	# Years	Annual Fee	One Time Fees		
			Impl. Hours	Impl. Cost	Data Conversion
General Billing	3.0	\$3,999.00	32	\$5,600.00	\$8,200.00
Tyler Cashiering	3.0	\$11,998.00	44	\$7,700.00	\$0.00
UB Interface	3.0	\$4,713.00	32	\$5,600.00	\$0.00
Utility Billing CIS	3.0	\$17,711.00	168	\$29,400.00	\$23,700.00

Productivity:

Citizen Self Service	3.0	\$6,285.00	44	\$7,700.00	\$0.00
eProcurement	3.0	\$5,713.00	28	\$4,900.00	\$0.00
Munis Analytics & Reporting (SaaS)	3.0	\$5,664.00	88	\$15,400.00	\$0.00
Tyler Content Manager SE	3.0	\$11,426.00	32	\$5,600.00	\$0.00
Tyler Notify	3.0	\$10,000.00	0	\$0.00	\$0.00
Tyler ReadyForms Processing (including Common Form Set)	3.0	\$6,214.00	0	\$0.00	\$0.00

Additional:

CAFR Statement Builder	3.0	\$7,856.00	28	\$4,900.00	\$0.00
Parks and Recreation	3.0	\$8,858.00	80	\$14,000.00	\$0.00
Socrata Citizen Connect	3.0	\$5,120.00	32	\$5,600.00	\$0.00
Socrata Open Finance	3.0	\$16,000.00	0	\$0.00	\$0.00
Tyler 311/Incident Management	3.0	\$4,447.00	64	\$11,200.00	\$0.00
Tyler GIS (5)	3.0	\$1,480.00	0	\$0.00	\$0.00

Sub-Total: \$251,556.00 \$294,000.00 \$79,500.00

Less Discount: \$17,611.00 \$0.00 \$0.00

TOTAL: **\$233,945.00** **1680** **\$294,000.00** **\$79,500.00**

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Install Fee - Socrata Open Finance	1	\$5,600.00	\$0.00	\$5,600.00
Utility Billing Implementation	232	\$175.00	\$0.00	\$40,600.00
Project Planning Services	1	\$6,000.00	\$0.00	\$6,000.00
Tyler ReadyForms Processing Configuration	1	\$2,000.00	\$0.00	\$2,000.00
VPN Device	1	\$4,000.00	\$0.00	\$4,000.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
TOTAL:				\$58,200.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Cash Drawer	1	\$260.00	\$0.00	\$260.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner - Model 1950GSR	1	\$450.00	\$0.00	\$450.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner Stand	1	\$30.00	\$0.00	\$30.00	\$0.00	\$0.00	\$0.00
ID Tech MiniMag USB Reader	1	\$62.00	\$0.00	\$62.00	\$0.00	\$0.00	\$0.00
Printer (EPSON TM-H6000V-032) includes Power Supply	1	\$790.00	\$0.00	\$790.00	\$0.00	\$0.00	\$0.00
Printer (TM-S9000)	1	\$1,600.00	\$0.00	\$1,600.00	\$0.00	\$0.00	\$0.00
Tyler Notify IVR Plan (25,000 Minutes)	1	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00
Tyler Notify SMS Text Plan (25,000 Messages)	1	\$1,250.00	\$0.00	\$1,250.00	\$0.00	\$0.00	\$0.00
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$4,842.00</i>			<i>\$0.00</i>
<i>3rd Party Software Sub-Total:</i>			<i>\$0.00</i>	<i>\$3,750.00</i>		<i>\$0.00</i>	<i>\$0.00</i>
TOTAL:				\$8,592.00			\$0.00

Summary

	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$233,945.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$431,700.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$8,592.00	\$0.00
Summary Total	\$440,292.00	\$233,945.00
Contract Total	\$1,142,127.00	
(Excluding Estimated Travel Expenses)		
Estimated Travel Expenses	\$108,230.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting - Actuals up to 3 years	\$1,500.00	\$0.00	\$1,500.00
Accounting - Budgets up to 3 years	\$1,500.00	\$0.00	\$1,500.00
Accounting Standard COA	\$2,000.00	\$0.00	\$2,000.00
Accounts Payable - Checks up to 5 years	\$1,600.00	\$0.00	\$1,600.00
Accounts Payable - Invoice up to 5 years	\$2,400.00	\$0.00	\$2,400.00
Accounts Payable Standard Master	\$1,600.00	\$0.00	\$1,600.00
Capital Assets Std Master	\$3,000.00	\$0.00	\$3,000.00
Contracts	\$4,000.00	\$0.00	\$4,000.00
General Billing - Bills up to 5 years	\$4,000.00	\$0.00	\$4,000.00
General Billing - Recurring Invoices	\$2,700.00	\$0.00	\$2,700.00
General Billing Std CID	\$1,500.00	\$0.00	\$1,500.00
Inventory Std Master	\$3,500.00	\$0.00	\$3,500.00
Payroll - Accrual Balances	\$1,500.00	\$0.00	\$1,500.00
Payroll - Accumulators up to 5 years	\$1,400.00	\$0.00	\$1,400.00
Payroll - Certifications	\$1,400.00	\$0.00	\$1,400.00
Payroll - Check History up to 5 years	\$1,200.00	\$0.00	\$1,200.00
Payroll - Deductions	\$1,800.00	\$0.00	\$1,800.00
Payroll - Earning/Deduction Hist up to 5 years	\$2,500.00	\$0.00	\$2,500.00
Payroll - Education	\$1,400.00	\$0.00	\$1,400.00
Payroll - PM Action History up to 5 years	\$1,400.00	\$0.00	\$1,400.00
Payroll - Position Control	\$1,400.00	\$0.00	\$1,400.00
Payroll - Recruiting	\$1,400.00	\$0.00	\$1,400.00
Payroll - Standard	\$2,000.00	\$0.00	\$2,000.00
Payroll - State Retirement Tables	\$1,400.00	\$0.00	\$1,400.00
Project Grant Accounting - Actuals up to 3 years	\$1,500.00	\$0.00	\$1,500.00
Project Grant Accounting - Budgets up to 3 years	\$1,500.00	\$0.00	\$1,500.00
Project Grant Accounting Standard	\$2,000.00	\$0.00	\$2,000.00
Purchasing - Purchase Orders - Standard Open PO's only	\$2,700.00	\$0.00	\$2,700.00
Utility Billing - Assessments	\$1,800.00	\$0.00	\$1,800.00

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Utility Billing - Backflow	\$2,000.00	\$0.00	\$2,000.00
Utility Billing - Balance Forward AR	\$5,100.00	\$0.00	\$5,100.00
Utility Billing - Consumption History up to 5 years	\$3,000.00	\$0.00	\$3,000.00
Utility Billing - Service Orders	\$3,100.00	\$0.00	\$3,100.00
Utility Billing - Services	\$4,100.00	\$0.00	\$4,100.00
Utility Billing - Standard	\$4,600.00	\$0.00	\$4,600.00
TOTAL:			\$79,500.00

Optional SaaS

Description	# Years	Annual Fee	One Time Fees		
			Impl. Hours	Impl. Cost	Data Conversion

Financial:

BMI Asset Track Interface	3.0	\$2,228.00	16	\$2,800.00	\$0.00
BMI CollectIT Interface	3.0	\$2,228.00	16	\$2,800.00	\$0.00

Human Capital Management:

ExecuTime Advanced Scheduling (150)	3.0	\$9,167.00	64	\$11,200.00	\$0.00
ExecuTime Advanced Scheduling Mobile Access	3.0	\$2,589.00	0	\$0.00	\$0.00
ExecuTime Time & Attendance (750)	3.0	\$18,331.00	144	\$25,200.00	\$0.00
ExecuTime Time & Attendance Mobile Access	3.0	\$3,305.00	0	\$0.00	\$0.00
Payroll w/ESS (Limited Use)	3.0	\$2,853.00	160	\$28,000.00	\$0.00
Recruiting	3.0	\$2,671.00	32	\$5,600.00	\$0.00

Additional:

Asset Maintenance (15)	3.0	\$18,825.00	204	\$35,700.00	\$15,000.00
Asset Performance (5)	3.0	\$1,775.00	104	\$18,200.00	\$0.00
Requestor Access License	3.0	\$1,617.00	0	\$0.00	\$0.00
Tyler Detect	3.0	\$22,000.00	0	\$0.00	\$0.00
Tyler EAM API Toolkit	3.0	\$4,200.00	24	\$4,200.00	\$0.00
Tyler GIS (15)	3.0	\$4,440.00	0	\$0.00	\$0.00
Sub-Total:		\$96,229.00		\$133,700.00	\$15,000.00
<u>Less Discount:</u>		<u>\$1,433.00</u>		<u>\$0.00</u>	<u>\$0.00</u>
TOTAL:		\$94,796.00	764	\$133,700.00	\$15,000.00

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
25% of Dedicated Project Manager (Monthly)	1	\$7,500.00	\$0.00	\$7,500.00
50% of Dedicated Project Manager (Monthly)	1	\$12,000.00	\$0.00	\$12,000.00
Business Process Consulting - Asset Maintenance	1	\$28,000.00	\$0.00	\$28,000.00
Business Process Consulting - Accounts Payable	1	\$14,000.00	\$0.00	\$14,000.00

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
Business Process Consulting - Recruiting	1	\$14,000.00	\$0.00	\$14,000.00
Business Process Consulting - Budget	1	\$14,000.00	\$0.00	\$14,000.00
Business Process Consulting - Bid Management	1	\$8,750.00	\$0.00	\$8,750.00
Business Process Consulting - Contract Management	1	\$8,750.00	\$0.00	\$8,750.00
Business Process Consulting - Employee Expense Reimbursement	1	\$8,750.00	\$0.00	\$8,750.00
Business Process Consulting - Capital Assets	1	\$14,000.00	\$0.00	\$14,000.00
Business Process Consulting - General Billing	1	\$21,000.00	\$0.00	\$21,000.00
Business Process Consulting - General Ledger	1	\$14,000.00	\$0.00	\$14,000.00
Business Process Consulting - HR Management	1	\$28,000.00	\$0.00	\$28,000.00
Business Process Consulting - Inventory	1	\$14,000.00	\$0.00	\$14,000.00
Business Process Consulting - Miscellaneous Cash	1	\$8,750.00	\$0.00	\$8,750.00
Business Process Consulting - Project/Grant Accounting	1	\$21,000.00	\$0.00	\$21,000.00
Business Process Consulting - Purchasing & Requisitions	1	\$14,000.00	\$0.00	\$14,000.00
Business Process Consulting - Cash Management	1	\$14,000.00	\$0.00	\$14,000.00
Business Process Consulting - Utility Billing	1	\$28,000.00	\$0.00	\$28,000.00
Change Management Guidance	1	\$10,000.00	\$0.00	\$10,000.00
Dedicated Full Time Project Manager (Monthly)	1	\$20,750.00	\$0.00	\$20,750.00
Install Fee - Tyler Detect	1	\$1,000.00	\$0.00	\$1,000.00
P-Card Import Format	1	\$5,500.00	\$0.00	\$5,500.00
Source Code Escrow	1	\$1,500.00	\$0.00	\$1,500.00
TOTAL:				\$331,250.00

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Asset Maintenance - Closed Work Order History No Cost Data	\$4,500.00	\$0.00	\$4,500.00
Asset Maintenance - Work Order Asset	\$6,000.00	\$0.00	\$6,000.00
Asset Maintenance - Work Order History With Cost Data	\$4,500.00	\$0.00	\$4,500.00
TOTAL:			\$15,000.00

Optional 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
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BMI AssetTrak ARS V2 Fixed Asset Mobile Scanning Device Kit	1	\$2,790.00	\$0.00	\$2,790.00	\$0.00	\$0.00	\$0.00
BMI CollectIT Inventory Bar Code Scanning System	1	\$3,250.00	\$0.00	\$3,250.00	\$0.00	\$0.00	\$0.00
Touchscreen 10: Biometric and Prox Reader	1	\$3,010.00	\$0.00	\$3,010.00	\$0.00	\$0.00	\$0.00
Touchscreen 10: Biometric and Prox Reader Maintenance	1	\$0.00	\$0.00	\$0.00	\$301.00	\$0.00	\$301.00
Touchscreen 10: No Reader	1	\$2,210.00	\$0.00	\$2,210.00	\$0.00	\$0.00	\$0.00
Touchscreen 10: No Reader Maintenance	1	\$0.00	\$0.00	\$0.00	\$221.00	\$0.00	\$221.00
Touchscreen 10: Proximity Reader (HID)	1	\$2,410.00	\$0.00	\$2,410.00	\$0.00	\$0.00	\$0.00
Touchscreen 10: Proximity Reader (HID) Maintenance	1	\$0.00	\$0.00	\$0.00	\$241.00	\$0.00	\$241.00
<i>3rd Party Hardware Sub-Total:</i>			\$0.00	\$13,670.00			\$0.00
<i>3rd Party Software Sub-Total:</i>			\$0.00	\$0.00		\$0.00	\$763.00
TOTAL:				\$13,670.00			\$763.00

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

The Tyler Software Product Tyler ReadyForms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Payroll library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Comments

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Tyler Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

Utility billing library includes: 1 Utility bill, 1 UB receipt, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

The Munis SaaS fees are based on 50 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

In the event a self-hosted customer opts to enroll as a beneficiary under Tyler's source code escrow agreement, Tyler will provide the paperwork required for enrollment. That self-hosted customer will be billed, on an annual basis, directly by Tyler's escrow agent, and all such fees must be paid directly to that escrow agent. Rates for subsequent years are subject to change at the discretion of Tyler's escrow agent.

BMI CollectIT w/ data validation enabled - USB, 802.11b/g Wireless Data Com Utility for WM 6.1/6.5 devices w/ remote Install/training up to 4 hrs & (1) yr phone support, Subsequent support and upgrade plans are available directly through BMI Includes a Unitech PA 690 PDT Kit with WIN 6.5, 26 Key keypad, laser, 807 MHZ Processor, 2 batteries, Power Supply, Pistol Grip, Cradle, 802.11b/g radio & BMI Collect-IT PDT Users License Includes: 1 yr Phone support/upgrades for CollectIT and 1 yr depot parts and Labor warranty on the PA 690 Portable Data Terminal.

Tyler Notify SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either part at least thirty (30) days prior to the end of the then-current term.

Utility Billing CIS includes the Graphing Agent.

If a Tyler client desires clocks that do not have direct connectivity back to the network server ExecuTime resides on, then a VPN device installation, to be provided at Tyler's then-current prices, will be needed for every location where a clock may reside.

Clocks will be shipped upon receipt of a signed quote or addendum. The warranty period starts when the clocks are shipped. The warranty period ends whichever occurs first, either 12 months after connecting the clocks to the ExecuTime software or 18 months from shipment.

Clock prices include Tyler instruction regarding clock configuration and connection to the ExecuTime software. Client is responsible for clock installation and connection to applicable network.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

For the avoidance of doubt, Tyler Detect is a subscription service, not SaaS.

Comments

Notwithstanding the foregoing language, payment of annual subscription fees for Tyler Detect commence on the availability of the service. Tyler Detect services will renew automatically for additional one (1) year terms, and subsequent subscription fees are due annually in advance on the anniversary of the availability date at our then-current rates.

Pricing is based on client's current network size as defined by their entity size. Any material increases of network size may result in additional fees being assessed for the Tyler Detect service upon renewal.

The quoted Tyler Detect amount does not include monitoring of student devices nor analysis of student network traffic. Tyler can quote an additional fee for these services.



Quoted By: Lee Midkiff
 Quote Expiration: 8/31/2020
 Quote Name: City of Hattiesburg-LGD-CT
 Quote Number: 2019-68467-4
 Quote Description: Municipal Court Hosted Proposal

Sales Quotation For

Sherry Brown Gipson
 City of Hattiesburg
 PO Box 1898
 Hattiesburg, MS 39403-1898
 Phone: +1 (601) 545-4966

Tyler Software and Related Services - SaaS

Tyler Software and Related Services - SaaS		One Time Fees				
Description	Impl. Hours	Impl. Cost	Data Conversion	# Years	Annual Fee	
Incode Court Suite						
Criminal Court Case Mgt	144	\$18,720	\$33,780		\$25,463	
Centralized Cash Collections	8	\$1,040	\$0		\$3,564	
Scheduling (Warrant, Macro, Citation Import Scheduling)	0	\$0	\$0		\$4,049	
Citation Issuing Device Interface	0	\$0	\$0		\$2,160	
Secure Signatures (Includes 2 signatures)	0	\$0	\$0		\$593	
Tyler Output Processor Server	8	\$1,040	\$0		\$2,376	
Court IVR	0	\$0	\$0		\$0	
Officer Email Notification (Generic Interface)	0	\$0	\$0		\$2,080	
Court Payable Export and Payment Import	0	\$0	\$0		\$2,376	
Defense Attorney Portal	0	\$0	\$0		\$5,000	
Munis General Legder Interface	0	\$0	\$0		\$0	
Tyler Hosted Applications						
Online Record Search	0	\$0	\$0		\$5,000	
Notifications for Court	0	\$0	\$0		\$0	
Tyler U	0	\$0	\$0		\$1,896	
Hosting User Fee	0	\$0	\$0		\$8,625	
Court Online Component	0	\$0	\$0		\$1,800	
		Sub-Total:	\$20,800	\$26,830	\$64,982	
	TOTAL:	160	\$20,800	\$26,830	5	\$64,982

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management	1	\$5,000	\$5,000	\$0
Premium Implementation	120	\$125	\$15,000	\$0
Online Application -Set up fee	1	\$800	\$800	\$0
	TOTAL:		\$20,800	\$0

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenance Discount	Total Maintenance
Epson TM-H6000IV Thermal Receipt Printer - Black, USB NEW	2	\$1,050	\$0	\$2,100	\$406	\$0	\$406
Media Plus Automated Cash Drawer -Black NEW	2	\$250	\$0	\$500	\$80	\$0	\$80
Topaz Signature Pad T-L462 - USB On-Premise Court Sites	2	\$400	\$0	\$800	\$160	\$0	\$160
Canon DR-C225 Sheetfed Scanner - VV7373	2	\$450	\$0	\$900	\$0	\$0	\$0
DigitalPersona UareU 4500 Fingerprint reader with USB cable - 88003-001	1	\$125	\$0	\$125	\$0	\$0	\$0
TOTAL:				\$4,425			\$646

Summary

	One Time Fees	Recurring Fees
Total Tyler SaaS	\$0	\$64,982
Total Tyler Services	\$76,430	\$0
Total Third Party Hardware, Software and Services	\$4,425	\$646
Summary Total	\$80,855	\$65,628
Estimated Travel Expenses	\$13,280	

Detailed Breakdown of Conversions (Included in contract total)

Description	Hours	Unit Price	Programming Fee	Extended Price
Incode Court Suite				
Court Case Management -Conversion	32	\$130	\$15,000	\$19,160
Warrants & Judgements -Conversion	8	\$130	\$3,000	\$4,040
Fee Instance, Payment Plans, Restitution -Conversion	16	\$130	\$8,500	\$10,580
Tyler Content Manager				
TCM Conversions -Court			\$8,000	\$8,000
		<i>Less Discount:</i>		<i>\$6,950</i>
		Total:		\$34,830

Comments

- Incode Notification for Courts (\$.20 per violation) - defendant notification by phone. Calls can be made for citation issued, court date reminders, court date missed and notification of next step, warrant issued, and payment plan due date reminder etc. Case is updated after each call. Call can be taken live, a message left, or no answer (court creates unique message for each call type and call can be in English or Spanish). The call can go to the attorney rather than the defendant. Incode Notification for Courts (\$.20 per text) - Defendant notification by text. Text can be made for the citation issues, court date reminder, court date missed and notification of next step, warrant issued, and payment plan due date reminder. Note: The Court will be billed by Tyler Technologies quarterly for the calls/texts conducted. The Court will be allowed 2 call campaigns in the first 30 days at no charge. Tyler will assist with the setup and creation of the campaigns. Trial offer is free for 30 days and the campaign is limited to a one year time frame. Both campaigns must be used within the 30 day time frame. If more than 2 campaigns are used, then the customer will be billed for the additional campaigns.
- Court Case Management conversion includes basic case data.
- IVR solution for Court- The payment packet is created in centralized cash collections, the IVR system gives the defendant the balance owed on the citation, the defendant makes the payment by phone and the citation is updated with the payment record. Note: There is a \$2.50 per transaction fee associated with IVR that will be paid by the client unless Tyler is instructed by the client to pass along to the user at time of payment.
- Travel Expenses are billed as incurred based on our current Business Travel Policy.
- Hosting User Fee includes 15 users. Hosting includes Basic Network Services and Disaster Recovery Services.



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.5 *Tyler Notify Minutes and Messages*: Tyler Notify Minutes and Messages are invoiced when we make Tyler Notify available to you. Subsequent fees for minutes and messages, at our then-current rates, will be due when you request additional minutes and messages and they are made available to you.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the



current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error

Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. **Applicability**

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. **Force Majeure**

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
DocOrigin End User License Agreement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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DocOrigin

SOFTWARE LICENSE

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- A. Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company.
 - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
 - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
- 1.7 Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

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Last Updated: July 22, 2017

Statement of Work

Tyler Technologies

Municipal Court & ERP

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1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer City of Hattiesburg the opportunity to make the City of Hattiesburg more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the City of Hattiesburg's functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]	[APPLICATION]
Incode	Court
Munis	Financial Management
Munis	Procurement
Munis	CAFR Reporting
Munis	Human Capital Management
Munis	Utility Billing
Munis	Accounts Receivable and Collections
Munis	Tyler Reporting Services

1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

Phase	Functional Area	Modules	Start Date	Go-Live Date
1a	Incode Courts	• Criminal Court Case Mgt • Centralized Cash Collections • Scheduling • Citation Issuing Device Interface • Court IVR • Court Payable Export & Payment Import • Defense Attorney Portal • Munis General Ledger Interface	April 2020	Dec 2020, or as otherwise agreed to in the project plan
1b	Munis Financials	• Accounting/General Ledger • Budgeting • Accounts Payable • Bid Management • Capital Assets • Cash Management • Contract Management • Project & Grant Accounting • Purchasing • eProcurement • CAFR Statement Builder¹ • Accounts Receivable • General Billing • Tyler Cashiering • Inventory	February 2020	December 2020, or as otherwise agreed to in the project plan
	Forms	• Tyler ReadyForms ○ Common Forms Set		
2	Munis Human Capital Management	• Human Resources & Talent Management • Payroll w/ESS • Employee Expense Reimbursement	August 2020, or as otherwise agreed to in the project plan	April 2021, or as otherwise agreed to in the project plan
	Forms	• Tyler ReadyForms ○ Common Forms Set		

¹ Implemented once Financials is Live.

Phase	Functional Area	Modules	Start Date	Go-Live Date
3	Munis Utility Billing	- Utility Billing CIS - UB Meter Interface - Citizen Self Service - Tyler GIS - Tyler 311 - Tyler Notify	March 2021, or as otherwise agreed to in the project plan	March 2022, or as otherwise agreed to in the project plan
	Forms	- Tyler ReadyForms - Common Forms Set		
4	Tyler Parks & Recreation	Parks and Recreation	January 2022, or as otherwise agreed to in the project plan	April 2022, or as otherwise agreed to in the project plan
5	Tyler Socrata	Socrata Open Finance	April 2021, or as otherwise agreed to in the project plan	July 2021, or as otherwise agreed to in the project plan
Cross	Productivity	- Munis Analytics & Reporting - Tyler Content Manager SE - Tyler ReadyForms Processing	With each phase	With each phase

1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City of Hattiesburg's complexity, and organizational needs.

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the City of Hattiesburg collaborate to resolve project challenges according to defined escalation paths. In the event project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City of Hattiesburg steering committee become the escalation points to triage responses prior to escalation to the City of Hattiesburg and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City of Hattiesburg and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

Depending on the City of Hattiesburg's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client Project Manager

The City of Hattiesburg's project manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The City of Hattiesburg project manager(s) will be responsible for reporting to the City of Hattiesburg steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

The City of Hattiesburg steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the City of Hattiesburg project manager(s) and the Project and through participation in regular internal meetings, the City of Hattiesburg steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The City of Hattiesburg steering committee also provides support to the City of Hattiesburg project manager(s) by communicating the importance of the Project to all impacted departments. The City of Hattiesburg steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for

making timely decisions on critical project issues or policy decisions. The City of Hattiesburg steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The City of Hattiesburg's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the City of Hattiesburg steering committee, project manager(s), and functional leads to make critical business decisions for the City of Hattiesburg.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the City of Hattiesburg. As requested by the City of Hattiesburg, the Tyler project manager(s) provide regular updates to the City of Hattiesburg's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler project manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler project manager(s) or with the City of Hattiesburg management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at

the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The City of Hattiesburg shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the City of Hattiesburg does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City of Hattiesburg does not agree the particular Deliverable or Control Point meets requirements, the City of Hattiesburg shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City of Hattiesburg shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City of Hattiesburg does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The City of Hattiesburg has the ability to allocate additional internal resources if needed. The City of Hattiesburg also ensures the alignment of their budget and Scope expectations.
- The City of Hattiesburg and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and City of Hattiesburg provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the City of Hattiesburg project manager(s) ten (10) business days prior to any scheduled onsite or remote sessions.
- Tyler provides notice of any prerequisites to the City of Hattiesburg project manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- City of Hattiesburg users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The City of Hattiesburg is responsible for making decisions based on the options available.
- In the event the City of Hattiesburg may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the City of Hattiesburg's responsibility to define, document, and implement.
- The City of Hattiesburg makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.

- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.
- The City of Hattiesburg will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The City of Hattiesburg is readily able to produce the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The City of Hattiesburg understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the City of Hattiesburg may need to correct data scenarios in the Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the City of Hattiesburg to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.

3.3 Data Exchanges, Modifications, Forms and Reports

- The City of Hattiesburg ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler standard Data Exchange tools may not be available.
- The City of Hattiesburg is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Request process.

3.4 Hardware and Software

- Tyler will initially install the most current generally available version of the purchased Tyler software.
- The City of Hattiesburg will provide network access for Tyler modules, printers, and Internet access to all applicable City of Hattiesburg and Tyler project staff.
- The City of Hattiesburg has in place all hardware, software, and technical infrastructure necessary to support the Project.
- The City of Hattiesburg's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the City of Hattiesburg does not meet minimum standards of Tyler's published specifications.

3.5 Education

- Throughout the Project lifecycle, the City of Hattiesburg provides a training room for Tyler staff to transfer knowledge to the City of Hattiesburg's resources, for both onsite and remote sessions. The City of Hattiesburg will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the City of Hattiesburg will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The City of Hattiesburg determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The City of Hattiesburg provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City of Hattiesburg provided projector, allowing all attendees the ability to actively engage in the training session.
- The City of Hattiesburg testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.
- The City of Hattiesburg is responsible for verifying the performance of the Modification as defined by the specification.
- Users performing user acceptance testing (UAT) have attended all applicable training sessions prior to performing UAT.

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of City of Hattiesburg and Tyler Project Management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. City of Hattiesburg participation in gathering information is critical. Tyler Project Management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns project manager(s). Tyler provides the City of Hattiesburg with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. City of Hattiesburg participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler project manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City of Hattiesburg's team. During this step, Tyler will work with the City of Hattiesburg to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler project manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R					C												

4.2.2 System Infrastructure Planning

The City of Hattiesburg provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the City of Hattiesburg's site. The City of Hattiesburg completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	System Infrastructure Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler project manager(s) deliver an Implementation Management Plan, which is mutually agreeable by City of Hattiesburg and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project/Phase Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			–				
Deliver implementation management plan		A	R									C	C	–		–				

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project Schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project Schedule																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project Schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.2.5 Stakeholder Presentation

City of Hattiesburg stakeholders join Tyler project manager(s) to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Stakeholder Presentation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
		A	R	I					I	I	I	C	I	I	I	I		I	I	
			I							R	C	A	C	I	I	C	I	I		

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
 - Objective: Update and deliver baseline management plans to reflect the approach to the City of Hattiesburg's Project.
 - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
 - Acceptance criteria: City of Hattiesburg reviews and acknowledges receipt of Implementation Management Plan.
- Project Plan/Schedule
 - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
 - Scope: Task list, assignments and due dates
 - Acceptance criteria: City of Hattiesburg acceptance of schedule based on City of Hattiesburg resource availability and Project budget and goals.

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current City of Hattiesburg business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring City of Hattiesburg collaboration. The City of Hattiesburg shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Assess & Define																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I									A	R		I				C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

4.3.2 Current/Future State Analysis

City of Hattiesburg and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Current/Future State Analysis																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the City of Hattiesburg, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the City of Hattiesburg's Legacy System Applications to the Tyler system. Tyler staff and the City of Hattiesburg work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.3.4 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler's responsibility to ensure the Tyler programs operate correctly. It is the City's responsibility to ensure the third party program operates or accesses the data correctly.

The City and Tyler Project Manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Standard 3 rd Party Data Exchange Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
			A	R								C	I		I			C		
			I	C								A	C		C			R		

4.3.5 Modification Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The City of Hattiesburg reviews the specifications and confirms they meet City of Hattiesburg's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler's intention is to minimize Modifications by using Standard functionality within the Application, which may require a City of Hattiesburg business process change. It is the responsibility of the City of Hattiesburg to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for City of Hattiesburg approval) for contracted program Modifications. Upon approval, Tyler will make the agreed upon Modifications to the respective program(s). Once the Modifications have been delivered, the City of Hattiesburg will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Modification Analysis & Specification, if contracted																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted modified program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

4.3.6 Forms & Reports Planning

City of Hattiesburg and Tyler project manager(s) review Forms and Report needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either City of Hattiesburg-developed Reports or a newly discovered Modification that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Forms & Reports Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule		A	R	I		C						C	I		I			I		

4.3.7 System Deployment

The Tyler Technical Services team Installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	System Deployment																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

4.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
 - Objective: Gather and document information related to City of Hattiesburg business processes for current/future state analysis as it relates to Tyler approach/solution.
 - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
 - Acceptance criteria: City of Hattiesburg acceptance of completed Questionnaire based on thoroughness of capturing all City of Hattiesburg business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
 - Objective: Define data conversion approach and strategy.
 - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
 - Acceptance criteria: Data conversion document(s) delivered to the City of Hattiesburg, reflecting complete and accurate conversion decisions.
- Modification specification documents, if contracted
 - Objective: Provide comprehensive outline of identified gaps, and how the modified program meets the City of Hattiesburg's needs.
 - Scope: Design solution for Modification.
 - Acceptance criteria: City of Hattiesburg accepts Modified Specification Document(s) and agrees that the proposed solution meets their requirements.
- Completed Forms options and/or packages
 - Objective: Provide specifications for each City of Hattiesburg in Scope form, Report and output requirements.
 - Scope: Complete Forms package(s) included in agreement and identify Report needs.
 - Acceptance criteria: Identify Forms choices and receive supporting documentation.
- Installation checklist
 - Objective: Installation of purchased Tyler software.
 - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the City of Hattiesburg is hosted.
 - Acceptance criteria: Tyler software is successfully installed and available to authorized users, City of Hattiesburg team members are trained on applicable system administration tasks.

4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed.
- Fundamentals review is complete.
- Required Form information complete and provided to Tyler.
- Current/Future state analysis completed; Questionnaires delivered and reviewed.
- Data conversion mapping and extractions completed and provided to Tyler.

4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the City of Hattiesburg's needs identified during the Assess and Define Stage, preparing the City of Hattiesburg for Final Testing and Training.

4.4.1 Configuration & Power User Training

Tyler staff collaborates with the City of Hattiesburg to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the City of Hattiesburg Power Users to prepare them for the Validation of the software. The City of Hattiesburg collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Build & Validate																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the City of Hattiesburg, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the City of Hattiesburg reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the City of Hattiesburg to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Data Conversion & Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R													C		
Complete initial review of data errors		A	I	C	R							I	I					C		
Review data conversion and submit needed corrections			I	C	I							A	C		R			C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C			C		

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the City of Hattiesburg tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Standard 3 rd Party Data Exchange Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3 rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification(s) to the City of Hattiesburg for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Modification Delivery & Validation, if contracted																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted modified program(s)		A	I	C	I		R					I	C	I	C			I		C
Test contracted modified program(s) in isolated database			I	C			C					A	C		R			C		
Report discrepancies between specification and delivered contracted modified program(s)			I	I			I					A	R		C			C		
Make corrections to contracted modified program(s) as required		A	I	C	I		R					I	C		C			I		

4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the City of Hattiesburg tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Forms & Reports Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report training			A	R								I	C		C			I		
Test Standard Forms & Reports			I	C		C						A	C		R			C		

4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
 - Objective: Convert Legacy System data into Tyler system.
 - Scope: Data conversion program complete; deliver converted data for review.
 - Acceptance criteria: Initial error log available for review.
- Data conversion verification document
 - Objective: Provide instructions to the City of Hattiesburg to verify converted data for accuracy.
 - Scope: Provide self-guided instructions to verify specific data components in Tyler system.
 - Acceptance criteria: City of Hattiesburg accepts data conversion delivery; City of Hattiesburg completes data issues log.
- Installation of Modifications on the City of Hattiesburg's server(s) *except for hosted Clients
 - Objective: Deliver Modification(s) in Tyler software.
 - Scope: Program for Modification is complete and available in Tyler software, Modification testing.
 - Acceptance criteria: Delivery of Modification(s) results in objectives described in the City of Hattiesburg-signed specification.
- Standard Forms & Reports Delivered
 - Objective: Provide Standard Forms & Reports for review.
 - Scope: Installation of all Standard Forms & Reports included in the Agreement.
 - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4.

4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed.
- Standard Forms & Reports delivered and available for testing in Stage 4.
- Data conversions (except final pass) delivered.
- Standard 3rd party Data Exchange training provided.
- Modifications delivered and available for testing in Stage 4.
- The City of Hattiesburg and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the City of Hattiesburg review the final Cutover plan. A critical Project success factor is the City of Hattiesburg understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1 Cutover Planning

City of Hattiesburg and Tyler project manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the City of Hattiesburg for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Cutover Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C						I	I	C	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

4.5.2 User Acceptance Testing (UAT)

The City of Hattiesburg performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	User Acceptance Testing (UAT)																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept modified program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day City of Hattiesburg processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. City of Hattiesburg users who attended the Tyler sessions may train any City of Hattiesburg users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	End User Training																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
 - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover.
 - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing.
 - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates.
- User Acceptance Test Plan
 - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
 - Scope: Testing steps for Standard business processes.
 - Acceptance criteria: Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed.
- Modification(s) tested and accepted, if applicable.
- Standard 3rd party Data Exchange programs tested and accepted.
- Standard Forms & Reports tested and accepted.
- User acceptance testing completed.
- End User training completed.

4.6 Production Cutover (Stage 5)

City of Hattiesburg and Tyler resources complete tasks as outlined in the Production Cutover Plan and the City of Hattiesburg begins processing day-to-day business transactions in the Tyler software. Following Production Cutover, the City of Hattiesburg transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Final Data Conversion, if applicable

The City of Hattiesburg provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The City of Hattiesburg may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Final Data Conversion, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

4.6.2 Production Processing & Assistance

Tyler staff collaborates with the City of Hattiesburg during Production Cutover activities. The City of Hattiesburg transitions to Tyler software for day-to day business processing.

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STAGE 5	Production Processing & Assistance																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

4.6.3 Transition to Tyler Support

Tyler project manager(s) introduce the City of Hattiesburg to the Tyler Support team, who provides the City of Hattiesburg with day-to-day assistance following Production Cutover.

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STAGE 5	Transition to Tyler Support																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.6.4 Schedule Post-Production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler project manager(s) collaborate with City of Hattiesburg project manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Schedule Post-Production Services, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I								C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
 - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
 - Scope: Final passes of all conversions completed in this Phase.
 - Acceptance criteria: Data is available in production environment.
- Support transition documents
 - Objective: Define strategy for on-going Tyler support.
 - Scope: Define support strategy for day-to-day processing, conference call with City of Hattiesburg Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support.
 - Acceptance criteria: the City of Hattiesburg receives tools to contact support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered.
- Processing is being done in Tyler production.
- Transition to Tyler support is completed.
- Post-live services have been scheduled, if applicable.

4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The City of Hattiesburg moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1 Close Phase/Project

The City of Hattiesburg and Tyler project manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler project manager(s) review the Project budget and status of each contract Deliverable with the City of Hattiesburg project manager(s) prior to closing the Phase or Project.

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STAGE 6	Close Phase/Project																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
 - Objective: Provide comparison of contract Scope and Project budget.
 - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
 - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned.
- Phase/final Project budget has been reconciled.
- Tyler Deliverables for the Phase/Project are complete.

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns project manager(s) prior to the start of each Phase of the Project. The project manager(s) assign additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City of Hattiesburg's overall organizational strategy.
- Authorizes required project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions.
- Acts as the counterpart to the City of Hattiesburg's executive sponsor.

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the City of Hattiesburg steering committee.
- Assigns initial Tyler project personnel.
- Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process.
- Attends City of Hattiesburg steering committee meetings as necessary.
- Provides support for the project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

The Tyler project manager(s) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management
 - Validates contract compliance throughout the Project.
 - Ensures Deliverables meet contract requirements.
 - Acts as primary point of contact for all contract and invoicing questions.
 - Prepares and presents contract milestone signoffs for acceptance by City of Hattiesburg project manager(s).
 - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning

- Update and deliver Implementation Management Plan.
- Defines project tasks and resource requirements.
- Develops initial project schedule and full-scale Project Plan.
- Collaborates with City of Hattiesburg project manager(s) to plan and schedule project timelines to achieve on-time implementation.
- Implementation Management
 - Tightly manages Scope and budget of Project; establishes process and approval matrix with the City of Hattiesburg to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
 - Establishes and manages a schedule and resource plan that properly supports the Project Plan that is also in balance with Scope/budget.
 - Establishes risk/issue tracking/reporting process between the City of Hattiesburg and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the City of Hattiesburg any items that may impact the outcomes of the Project.
 - Collaborates with the City of Hattiesburg's project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
 - Sets a routine communication plan that will aide all project team members, of both the City of Hattiesburg and Tyler, in understanding the goals, objectives, current status and health of the project.
- Team Management
 - Acts as liaison between project team and Tyler manager(s).
 - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
 - Provides direction and support to project team.
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
 - Assesses team performance and adjusts as necessary.
 - Interfaces closely with Tyler developers to coordinate program Modification activities.
 - Coordinates within Scope 3rd party providers to align activities with ongoing project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions.
- Documents activities for on site services performed by Tyler.
- Provides conversion Validation and error resolution assistance.
- Recommends guidance for testing Forms and Reports.
- Tests software functionality with the City of Hattiesburg following configuration.
- Assists during Production Cutover process and provides production support until the City of Hattiesburg transitions to Tyler Support.

- Provides product related education.
- Effectively facilitates training sessions and discussions with City of Hattiesburg and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- Conducts training (configuration, process, conversion Validation) for Power Users and the City of Hattiesburg's designated trainers for End Users.
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan.
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.

5.1.5 Tyler Sales

- Provide sales background information to Implementation during Project initiation.
- Support Sales transition to Implementation.
- Provide historical information, as needed, throughout implementation.

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal.
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system.
- Provides issue analysis and general product guidance.
- Tracks issues and tickets to timely and effective resolution.
- Identifies options for resolving reported issues.
- Reports and escalates defects to Tyler Development.
- Communicates with the City of Hattiesburg on the status and resolution of reported issues.

5.1.7 Tyler Data Conversion Experts

- Validates client data files are in proper format.
- Develops customized conversion programs to convert Legacy System data into the Tyler database for production use according to defined mapping.
- Provides error Reports on unsupported data conditions and the merging or normalization of data fields.
- Assists the City of Hattiesburg with understanding and interpreting error Reports.
- Performs changes and corrections to customized conversion programs as the City of Hattiesburg discovers data anomalies and exception conditions.

5.2 City of Hattiesburg Roles and Responsibilities

City of Hattiesburg resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

5.2.1 City of Hattiesburg Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy.

- Champions the Project at the executive level to secure buy-in.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the City of Hattiesburg steering committee level as part of the escalation process.
- Actively participates in organizational change communications.

5.2.2 City of Hattiesburg Steering Committee

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City of Hattiesburg Policies

5.2.3 City of Hattiesburg Project Manager

The City of Hattiesburg shall assign project manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City of Hattiesburg project manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from City of Hattiesburg to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management
 - Validates contract compliance throughout the Project.
 - Ensures invoicing and Deliverables meet contract requirements.
 - Acts as primary point of contact for all contract and invoicing questions.
 - Signs off on contract milestone acknowledgment documents.
 - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning
 - Review and acknowledge Implementation Management Plan.
 - Defines project tasks and resource requirements for City of Hattiesburg project team.
 - Collaborates in the development and approval of the initial Project Plan and Project Plan.

- Collaborates with Tyler project manager(s) to plan and schedule Project timelines to achieve on-time implementation.
- Implementation Management
 - Tightly manages Project budget and Scope and collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
 - Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget.
 - Collaborates with Tyler Project manager(s) to establishes risk/issue tracking/reporting process between the City of Hattiesburg and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the Project.
 - Collaborates with Tyler Project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project.
 - Routinely communicates with both City of Hattiesburg staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members.
- Team Management
 - Acts as liaison between project team and stakeholders.
 - Identifies and coordinates all City of Hattiesburg resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
 - Provides direction and support to project team.
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
 - Assesses team performance and takes corrective action, if needed.
 - Provides guidance to City of Hattiesburg technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
 - Coordinates in Scope 3rd party providers to align activities with ongoing Project tasks.

5.2.4 City of Hattiesburg Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Attends and contributes business process expertise for current/future state analysis sessions.
- Identifies and includes additional subject matter experts to participate in Current/Future State Analysis sessions.
- Provides business process change support during Power User and End User training.

- Completes performance tracking review with client project team on End User competency on trained topics.
- Provides Power and End Users with dedicated time to complete required homework tasks.
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to City of Hattiesburg project manager.
- Prepares and Validates Forms.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Presentation
 - Implementation Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City of Hattiesburg resources
 - Attendance at scheduled sessions
 - Change Management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Conversion Analysis and Verification Assistance
 - Decentralized End User Training
 - Process Testing
 - User Acceptance Testing

5.2.5 City of Hattiesburg Power Users

- Participate in Project activities as required by the project team and project manager(s).
- Provide subject matter expertise on City of Hattiesburg business processes and requirements.
- Act as subject matter experts and attend current/future state and validation sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout Project.
- Participate in Conversion Validation.
- Test all Application configuration to ensure it satisfies business process requirements.
- Become Application experts.
- Participate in User Acceptance Testing.
- Adopt and support changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Demonstrate competency with Tyler products processing prior to Production Cutover.
- Provide knowledge transfer to City of Hattiesburg staff during and after implementation.

5.2.6 City of Hattiesburg End Users

- Attend all scheduled training sessions.
- Become proficient in Application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.

- Utilize software to perform job functions at and beyond Production Cutover.

5.2.7 City of Hattiesburg Technical Support

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Extracts and transmits conversion data and control reports from City of Hattiesburg's Legacy System per the conversion schedule set forth in the Project Plan.
- Coordinates and adds new users and printers and other Peripherals as needed.
- Validates all users understand log-on process and have necessary permission for all training sessions.
- Coordinates Interface development for City of Hattiesburg third party Data Exchanges.
- Develops or assists in creating Reports as needed.
- Ensures onsite system hardware meets specifications provided by Tyler.
- Assists with software Installation as needed.

5.2.8 City of Hattiesburg Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City of Hattiesburg's Software Upgrade process.
- Assists with the Software Upgrade process during implementation.
- Manages Software Upgrade activities post-implementation.
- Manages Software Upgrade plan activities.
- Coordinates Software Upgrade plan activities with City of Hattiesburg and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder sign-offs to upgrade production environment.

5.2.9 City of Hattiesburg Project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.10 City of Hattiesburg Change Management Lead

- Validates users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

6 Munis Conversion Summary

6.1 Accounting COA

- Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts
- Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted

6.2 Accounting - Actuals

- Summary account balances
- Up to 3 years

6.3 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 3 years

6.4 Capital Assets Master

- Asset description, status, acquisition quantity, date and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice)

6.5 General Billing CID

- Customer information

6.6 General Billing – Recurring Invoices

- General Billing Invoices that are sent on a regular basis
- Header records with general information about the invoice
- Detail records with line-specific information

6.7 General Billing – Bills

- Unlimited history of open and closed invoices
- General Ledger information so open invoices can be processed in Munis

6.8 Contracts

- Contract header detail with many fields available to convert including fiscal year and period, vendor number, department code, description, enforcement method code, dates for award, approval, entry and expiration, retention information, user-defined type and review codes, status code, user id for entry and approver. Additional fields are also available.
- Contract detail including line item account and amount detail

6.9 Accounts Payable Master

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

6.10 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check

6.11 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice

6.12 Inventory Master

- General master data includes item, description, commodity code, purchase vendor and date, date received, GL information, hazard code, etc. Location master includes item, location, bin, various quantities (on-hand, last, committed, standard purchase, re-order), lead time; count, count date, and variance; GL information; plus many accumulator buckets (MTD/YTD/SOY/SOM/LY received /issued /adjusted /cost /value), etc. FIFO data includes item, location, date, qty-received, unit cost, and quantity on hand.

6.13 Project Grant Accounting

- Segments, account strings and fund string allocation table
- Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted

6.14 Project Grant Accounting - Actuals

- Summary project ledger string balances
- Up to 3 years

6.15 Project Grant Accounting – Budget

- Original project ledger budget amounts
- Up to 3 years

6.16 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line item descriptions, quantities, amounts, etc.

6.17 Payroll

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

6.18 Payroll – Accrual Balances

- Employee Accrual Balances including Vacation, Holiday, and other Leave balances
- Start of year balance, earned to date, used to date

6.19 Payroll – Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history

6.20 Payroll – Certifications

- Certification area and certification type codes, certification number and effective date, expiration date, and required-by date, codes for certification level and subjects

6.21 Payroll – Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

6.22 Payroll – Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down my individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

6.23 Payroll – Recruiting

- Application requisition applicant master data, plus applicant references, certifications, education, skills, tests, work history, and interviews

6.24 Payroll – Position Control

- Position, description, status, job code, bargaining group, location, number of employees allowed for each, FTE percentage, GL account, and max/min grade and step

6.25 Payroll – State Retirement Tables

- Specific state-required data, plus related service years information, when appropriate
- Needed for some states

6.26 Payroll – Education

- Codes, for institution, type of degree, and area(s) of study

6.27 Payroll – PM Action History

- A variety of Personnel actions, such as job or salary changes and dates these events occurred.

6.28 Payroll - Deductions

- Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information

6.29 Utility Billing

- Account Master data including previous and current customer owner information- address info, phone, fax, SSN number, FID number, account status, parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information

6.30 Utility Billing –Assessments

- Assessments are improvement costs that are spread across to property owner
- Utility Billing conversion option 4 (balance forward AR) must also be purchased in order to convert assessments

6.31 Utility Billing –Backflow

- Account information, backflow device information, backflow type, and backflow violations

6.32 Utility Billing –Balance Forward AR

- Total balance due on the account, or by charge code
- If late penalties will be applied in Munis after the conversion, balance forward amounts must be converted by charge code

6.33 Utility Billing –Consumption History

- History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes

6.34 Utility Billing –Service Orders

- Service Orders data associated with accounts, including meter repairs, checks for leaky meter, reread a meter due to high reading

6.35 Utility Billing –Services

- Service data for each account including service codes, status, type, factor, condo units, bill cycle codes, budget information, winter usage, meter readings (current and previous), meter usage (current and previous), sales tax information

7 Glossary

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Cutover	The point when a client begins using Tyler software in production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Interface	A real-time or automated exchange of data between two systems.

Install	References the initial installation of software files on client services and preparing the software for use during configuration. The version currently available for general release will always be used during the initial install.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler project manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client project manager to discuss Scope, information needed for project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Scope	Products and services that are included in the Agreement.

Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project -specific activities and Deliverables Tyler will provide to the client.
Test Plan	Describes the testing process. Includes “Test Cases” to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.



Exhibit F

Socrata Software as a Service Terms and Conditions

SECTION A – DEFINITIONS

Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

- **“Agreement”** means the agreement under which Tyler has licensed and/or provided access to the Tyler Software Products to Client.
- **“Alert”** means a message that is delivered when Client-defined thresholds are exceeded.
- **“API”** means application-programming interface.
- **“Client”** means City of Hattiesburg, Mississippi.
- **“Client Data”** means data, datasets, files, information, content and links uploaded or provided by Client through the use of the SaaS Services, but excluding Third Party Services.
- **“Confidential Information”** means nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., Social Security numbers) and trade secrets, each as defined by applicable state law.
- **“Dataset”** means physical collection of information, typically modeled as a table of rows and columns of data.
- **“Data Storage”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Effective Date”** means the Agreement Effective Date.
- **“External API Calls”** means any request made by a user that is not logged in against a SaaS Service. If applicable, the number of External API calls that are authorized are identified in the Investment Summary.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy.
- **“Monthly Active Users”** means a user that is logged in and accesses the SaaS Services more than ten times per month. If applicable, the number of Monthly Active Users that are authorized to use the SaaS Services for the Agreement are identified in the Investment Summary.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary. SaaS Fees may be listed or referred to as Recurring Fees in the Investment Summary.
- **“SaaS Services”** means Socrata’s off the shelf, cloud-based software service and related services, including support services, as specified under this Socrata Agreement. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement described in Section C of this Socrata Agreement.
- **“Socrata Agreement”** means this Socrata Software as a Service Terms and Conditions.
- **“Socrata”** means Socrata, a wholly owned subsidiary of Tyler Technologies, Inc., a Delaware corporation.



- **“Third-Party Services”** means if any, third-party web-based services or platforms, including but not limited to third party stock photos and third-party map location services which are provided at no additional charge to you through this Socrata Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** Tyler grants to Client the non-exclusive, non-assignable limited right to use the Socrata Open Finance, Capital Projects Explorer and Citizen Connect products on a subscription basis according to the terms of this Socrata Agreement and the SLA. Client may access updates and enhancements to the product, as described in Section C(8).
2. **SaaS Fees.** Client agrees to pay Tyler the SaaS Fees. Those amounts are payable in accordance with Tyler’s Invoicing and Payment Policy. The SaaS Fees are based on the number of Monthly Active Users, API usage, Alerts, and the amount of Data Storage required. Client acknowledges that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue your access to the SaaS Services. We may also terminate this Socrata Agreement if you don’t cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
3. **Ownership.**
 - 3.1 Tyler retains all ownership and intellectual property rights to the SaaS Services.
 - 3.2 When Client uploads or provides Client Data to the Socrata SaaS platform, Client grants to Tyler a perpetual non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license to use, reproduce, publicly display, distribute, modify, create derivative works of, and translate the Client Data as needed in response to a Monthly Active User’s use of the SaaS Services.
 - 3.3 The SaaS Services provide you with functionality to make all or part of Client Data available to the general public through one or more public facing websites. Client determines which Client Data is shared publicly, and Client is solely responsible for determining the online terms of use and licenses relative to the use by public users (“Public User”) of Client Data, and the enforcement thereof. Once an internal user makes Client Data publicly available using the SaaS Services, Tyler has no control over a Public User’s use, distribution, or misuse of Client Data. Tyler has no liability or obligation to indemnify for such usage. Users have the ability within the SaaS Services to remove the public permissions applied to Client Data.
 - 3.4 Tyler reserves the right to develop derivative data assets based on Client’s publicly available data. These uses might include but aren’t necessarily limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks.
 - 3.5 While Tyler agrees to never commercially sell data Client makes publicly available, we reserve the right to commercially sell derivative data assets we create based on Client’s public data.
 - 3.6 Tyler may develop derivative data assets and insights based on aggregated, anonymized views of Client’s internally accessible private data for the purposes of the enhancement of the SaaS

Services, aggregated statistical analysis, technical support and other internal business purposes.

3.7 Client retains all ownership and intellectual property rights to the Client Data. Client expressly recognizes that except to the extent necessary to carry out our obligations contained in this Socrata Agreement, Tyler does not create or endorse any data used in connection with the SaaS Services. During the term of the Socrata Agreement, Client may export Client Data as allowed by the functionality within the SaaS Services.

3.8 If Client provides feedback, information, and/or or suggestions about the SaaS Services, or any other services provided hereunder, then Tyler (and those it allows to use its technology) may use such feedback, information, and/or suggestions under a royalty-free, paid-up, and irrevocable license without obligation to Client.

4. Restrictions.

4.1 You may not: (a) except as explicitly provided for herein, make the SaaS Services or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services or Documentation available to any third party other than as expressly permitted by this Socrata Agreement; (e) use the SaaS Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the SaaS Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Tyler's prior written consent); or (g) attempt to gain unauthorized access to the SaaS Services or its related systems or networks.

4.2 Client acknowledges and understands that the Socrata SaaS Services are not designed to serve as the system of record and shall not be used in a manner where the interruption of the SaaS Services could cause personal injury (including death) or property damage. The SaaS Services are not designed to process or store CJIS, PHI or other sensitive data, and by using the Socrata SaaS Services, you acknowledge and agree that you are using the Socrata SaaS Services at your own risk and that you are solely responsible for use of data with the SaaS Services in any manner that is contrary to the uses for which the Socrata SaaS Services are designed and offered for use in this Agreement.

4.3 Although we have no obligation to screen, edit or monitor the Client Data or Public User content posted on SaaS Services, if, in our reasonable judgment, we discover your use of the SaaS Services threatens the security, integrity, stability, or availability of the SaaS Services, or is otherwise in violation of this Socrata Agreement, we may temporarily suspend the SaaS Services, or Monthly Active Users' access thereto. Unless Client has conducted penetration testing or unscheduled performance testing, Tyler will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. Any penetration testing or unscheduled performance testing conducted by Client

will result in immediate suspension of the SaaS Services.

5. Reservation of Rights. The SaaS Services, other services, workflow processes, user interface, designs, and other technologies provided by Tyler pursuant to this Socrata Agreement are the proprietary property of Tyler and its licensors. All right, title and interest in and to such items, including all associated intellectual property rights, remain only with Tyler. Client may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Socrata Agreement. Tyler reserves all rights unless otherwise expressly granted in this Socrata Agreement.
6. Access and Usage by Internal Client Users and Contractors. You may allow your internal users and third party contractors to access the SaaS Services and any technical or policy controls, in compliance with the terms of this Socrata Agreement, which access must be for your sole benefit. You are responsible for the compliance with this Socrata Agreement by your internal users and contractors.
7. Your Responsibilities. Client (a) must keep its passwords secure and confidential; (b) is solely responsible for all activity occurring under its account; (c) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Tyler promptly of any such unauthorized access; (d) may use the SaaS Services only in accordance with the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of Client, as to its use of the SaaS Services, Client Data, and instructions to Tyler regarding the same.
8. Client Data Backup. Client is providing Socrata a copy of Client Data. Any laws and regulations governing Client for retention of Client Data remains Client's responsibility. CLIENT IS SOLELY RESPONSIBLE FOR BACKING UP CLIENT DATA unless otherwise specially agreed in writing between Tyler and Client.
9. Return of Client Data. Upon request, Tyler will make the SaaS Services available to Client to export Client Data for a period of sixty (60) days following the termination of this Socrata Agreement. After such sixty (60) day period has expired, we have no obligation to maintain Client Data and may destroy the Client Data.
10. APIs. Tyler will provide access to the applicable application-programming interface ("API") as part of the SaaS Services under the terms of this Socrata Agreement. Subject to the other terms of this Socrata Agreement, Tyler grants Client a non-exclusive, nontransferable, terminable license to interact only with the SaaS Services as allowed by the current APIs.
 - a. Client may not use the APIs in a manner--as reasonably determined by Tyler--that exceeds the purposes defined in the Investment Summary, constitutes excessive or abusive usage, or fails to comply with any part of the APIs. If any of these occur, Tyler can suspend or terminate Client's access to the APIs on a temporary or permanent basis.
 - b. Tyler may change or remove existing endpoints or fields in API results upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous version of the APIs for at least 6 months from deprecation notice. Tyler may add new endpoints or fields in API results without prior notice to Client.
 - c. The APIs may be used to connect the SaaS Services to certain hosted or on premise software

applications not provided by Tyler ("Non-Tyler Applications"). Client is solely responsible for development, license, access to and support of Non-Tyler Applications, and Client's obligations under this Socrata Agreement are not contingent on access to or availability of any Non-Tyler Application.

- d. Any open source code provided is provided as a convenience to you. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code; provided, however, that any such open source licenses will not materially interfere or prohibit Client's limited right to use the SaaS Services for its internal business purposes.
11. Data Security Measures. In order to protect your Confidential Information, we will: (a) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures). Client acknowledges and agrees that Tyler's obligations with respect to Security Measures is subject to Section B(4.2) above.
 12. Notice of Data Breach. If Tyler knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Socrata Agreement, we will alert Client of any such data breach in accordance with applicable law, and take such actions as may be necessary to preserve forensic evidence and return the SaaS Services to standard operability. If so required, Tyler will provide notice in accordance with applicable federal or State data breach notification laws.
 13. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Socrata Agreement, may be exposed to Confidential Information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential Information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., Social Security numbers) and trade secrets, each as defined by applicable state law ("Confidential Information"). Each party agrees that it will not disclose any Confidential Information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Socrata Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Socrata Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;

- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Socrata Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

SECTION C – OTHER SERVICES

1. Service Level Agreement (SLA) & Warranty.

1.1 Service Warranty. Tyler warrants to Client that the functionality or features of the SaaS Services will substantially perform as communicated to Client in writing, or their functional equivalent, but Tyler has the right to update functionality. The support policies may change but will not materially degrade during the term. Tyler may deprecate features upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous features for at least 6 months following the deprecation notice. The deprecation notice will be posted at <https://support.socrata.com>.

1.2 Uptime Service Level Warranty. We will use commercially reasonable efforts to maintain the online availability of the SaaS Service for a minimum of availability in any given month as provided in the chart below (excluding maintenance scheduled downtime, outages beyond our reasonable control, and outages that result from any issues caused by you, your technology or your suppliers or contractors, Service is not in the production environment, you are in breach of this Socrata Agreement, or you have not pre-paid for SaaS Fees for the Software as a Service in the month in which the failure occurred).

Availability SLA

99.9%

Credit

3% of monthly fee for each full hour of an outage that adversely impacted Client's access or use of the SaaS Services (beyond the warranty).

Maximum amount of the credit is 100% of the prorated SaaS Service Fees for such month, or \$1,800.00, whichever is less, and the minimum credit cannot be less than \$100.00.

1.3 Limited Remedy. Your exclusive remedy and our sole obligation for our failure to meet the warranty under Section C(8.2) is the provision by us of the credit for the applicable month, as provided in the chart above (if this Socrata Agreement is not renewed then a refund in the amount of the credit owed); provided that you notify us of such breach of the warranty within thirty (30) days of the end of that month.

SECTION D – THIRD-PARTY SERVICES

1. Third -Party Services. Client may be provided with access and usage of Third-Party Services through use of the SaaS Services. Client must agree to such Third-Party Service contracts if Client chooses to

use those Third-Party Services. Third-Party Services will be solely governed by such Third-Party Service contracts.

2. Disclaimer. You acknowledge that we are not the provider of any Third-Party Services. We do not warrant or guarantee the performance of the Third-Party Services.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered item does not conform to the warranties in this Socrata Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM

1. Term. The initial term of this Socrata Agreement is for five (5) years beginning on the commencement of the Agreement initial term, as set forth in Section F (1) of the Agreement, unless earlier terminated as set forth below. Upon expiration of the initial term, this Socrata Agreement will renew automatically for additional one (1) year renewal terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the SaaS Services will terminate at the end of this Socrata Agreement.

SECTION G –LIMITATION OF LIABILITY

1. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SOCRATA AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WHILE TYLER TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SAAS SERVICES, TYLER DOES NOT GUARANTEE THAT THE SAAS SERVICES CANNOT BE COMPROMISED. YOU UNDERSTAND THAT THE SAAS SERVICES MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.**
2. **LIMITATION OF LIABILITY. OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS SOCRATA AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE**

AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE THEN-CURRENT ANNUAL SOCRATA SAAS FEES PAYABLE BY YOU. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS SOCRATA AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT.

3. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



Exhibit G

Web Services – Hosted Application Terms

Tyler Technologies, Inc. will provide you with the hosted applications indicated in the Investment Summary of your Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Hosted Applications. We will provide you with any of the following hosted applications as indicated in the Investment Summary.
 - 1.1. *Web Services*: Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.
 - 1.2. *Utility Billing On-Line*: Our Utility Billing On-Line Component allows you to make available certain information from your utility billing system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.
 - 1.3. *Court On-Line*: Our Court On-Line Component provides the ability for municipal court fines to be paid by credit card via the Internet. This system interfaces seamlessly with our Incode Municipal Court System.
 - 1.4. *Building Projects On-Line*: Our Building Projects On-Line Component allows you to make available certain information from your building projects system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Building project status, inspection results, inspection scheduling and the opportunity to pay their building projects over the Internet using a credit card.
 - 1.5. *Business License On-Line*: Our Business License On-Line Component allows you to make available certain information from your business license system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: business license status, business license renewal and the opportunity to pay their business license over the Internet using a credit card.
 - 1.6. *Accounts Receivable On-Line*: Our Accounts Receivable On-Line Component allows you to make available certain information from your accounts receivable system to citizens with Internet

access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current balance, contract status, and the opportunity to pay the accounts receivable over the Internet using a credit card.

- 1.7. *Call Center On-Line*: Our Call Center On-Line Component allows you to make available certain information from your call center system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current and past incidents, create a new incident and view status of incident.
- 1.8. *Property Tax On-Line*: Our Property Tax On-Line Component allows you to make available certain information from your Property Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: parcel number, receipt number, tax amount due, and the opportunity to pay the Property Tax over the Internet using a credit card.
- 1.9. *Sales Tax On-Line*: Our Sales Tax On-Line Component allows you to make available certain information from your Sales Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data to pay outstanding Sales Tax balances over the Internet using a credit card.
2. Term. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for five (5) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.
3. Nature of Website. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
4. Data Procurement. You must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services requires a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.
5. Limited License. Your license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.
6. Ownership of Data. All data you provide to us for the purposes of generating the website shall remain

your property. Should you terminate your subscription, we shall return to you any such data in our possession.

7. Fees. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, February 4, 2020

Re: Approve Agreement between City of Hattiesburg and Hattiesburg Downtown Association for the purpose of continued participation in the MS Main Street Program and engaging the services of HHDA in the operation and implementation of Main Street program for Downtown Hattiesburg and authorize the Mayor to execute the same.
File Number: 2020-47
Minute Book #

Summary

Approve Agreement between City of Hattiesburg and Hattiesburg Downtown Association for the purpose of continued participation in the MS Main Street Program and engaging the services of HHDA in the operation and implementation of Main Street program for Downtown Hattiesburg. Authorize the Mayor to execute the same.

Recommendation Statement

I recommend the approval of the agreement between the City of Hattiesburg and HHDA to continue operating and implementation of a Main Street program for downtown Hattiesburg and recommend the authorization to sign by the Mayor.

Please place this on the February 4, 2020 City Council meeting for consideration.



2020- MEMORANDUM OF AGREEMENT

This agreement constitutes a Memorandum of Understanding (MOU) between Downtown Hattiesburg Association, (DHA), a designated Mississippi Main Street Association (MMSA) member, and the City of Hattiesburg for the purpose of the continued participation in the Mississippi Main Street Program and engaging the services of DHA in the operation and implementation of the Main Street program for Downtown Hattiesburg.

The mission of Downtown Hattiesburg is to create a program that will encourage and promote the economic growth and development of downtown Hattiesburg through, planning, beautification, and preservation of our central business district in order to build a competitive local and regional arts district and business market, and support our growing tourism industry.

MMSA is under contract with the Mississippi Development Authority to administer the Main Street Program and to provide technical assistance and training to selected communities.

FOR GOOD CONSIDERATION, THE City of Hattiesburg agrees to contract with DHA on the following terms and conditions:

Section I: City of Hattiesburg Agrees to:

1. The City of Hattiesburg will fund DHA on an annual basis and in an amount not less than \$ 30,000.00.
2. Funding for FY20 to DHA appropriated by Forrest County Board of Supervisors in the amount of \$ 25,000.00 on September 3, 2019, per minute book 682 page 395, (specific line item page 494) to be included in funding total in the amount of \$55,000.00.
3. The City of Hattiesburg agrees to expend in-kind services to provide office space for DHA to operate.
4. The City agrees to extend the use of certain City facilities and parks at no charge for DHA coordinated or sponsored events and activities.
5. The City agrees to permit DHA the use of certain City services at no charge for DHA coordinated or sponsored events and activities.

Section II: MS Main Street Association Agrees to:

1. Designate an MMSA team member to be the point of contact for the local program director. This team member will be available to answer questions, provide collateral materials, review and approve monthly reports and conduct basic ongoing training for the certified main street program.
2. Provide at least one annual Main Street Four Point Approach™ 101 training open to all program directors, local board members, local committee members and local government representatives from the Main Street

communities. MMSA will provide all necessary materials related to training.

3. Provide regional training and meeting opportunities for local program directors.
4. Hold an annual program directors' retreat.
5. Provide an on-site work session, as requested by the local program director, for development of goals, objectives and guidance with the local program's annual work plan.
6. MMSA will also provide guidelines, updates and other materials designed to assist in the ongoing educational process.
7. Provide quarterly regional trainings, workshops or conferences to further develop and refine the skills of the program director and local participants. (Each local program is required to send a representative to at least three of these trainings per year.) The National Main Street Conference, Back Stage Pass, and the Destination Downtown Conference both qualify as "official training."
8. Provide one on-site technical visit and other technical services as requested by the local program director. A technical assistance form must be filled out and sent to the Director of Field Services. At that point, the request will be put in the queue and will be considered in the order of other pending requests. Matching funds from the local program may be required.
Technical services may include, but are not limited to: design services (design renderings, design guidance, assistance with design guidelines or ordinances, historic preservation, tax credits, etc.), market analysis, new director training, communications & marketing assistance, retail training or assistance, festival development or evaluation, small event development or evaluation, volunteer training, budget development, economic development projects, and business recruitment, retention & expansion assistance.
9. Facilitate and promote ongoing media coverage of the Mississippi Main Street Program and its individual local programs.
10. Provide and grant each certified Main Street program use of the official MMSA Community logo and other promotional materials with the Mississippi Main Street Association branding.
11. Conduct periodic on-site evaluations of each program's progress as needed or requested by local program director.
12. Provide all member programs with regular updates on industry news, grant opportunities and information from our partner organizations.
13. Provide legislative education and advocacy for our member programs on the local, state and national level.
14. Approve and monitor requested data from monthly reports submitted by local program in a timely manner.
15. Provide an Annual Awards application where the local program may submit nominations and be judged by an impartial jury of professionals with the opportunity of winning and being recognized at the Annual Awards Luncheon in June.

Section III: DHA Agrees To:

- _____1. Continue to employ a Director/Program Coordinator who will be responsible for the day-to-day administration of the Main Street Program.
 - _____2. Expend funds and in-kind services for maintaining an office with the necessary travel and operating budget for the local director to attend meetings, state trainings and other events as needed.
 - _____3. Continue to implement the Four Point Approach™ methodology recommended by the National Main Street Center and the Mississippi Main Street Association, including development of an annual written Work Plan for the local Main Street Program and the establishment of a strong, broad-based organizational system to include projects (with a designated chairperson and task team) with transformational strategies in organization, promotion, design and economic vitality.
 - _____4. File all applicable IRS forms in accordance with state and federal taxation laws. Programs may be required to register as a Mississippi charitable organization with the Mississippi Secretary of State's office.
 - _____5. Provide information and reporting for monitoring the progress of the Main Street Program, submit regular monthly reports using online format provided by MMSA, and provide other information requested by MMSA on or before the identified deadlines.
 - _____6. Send the local program director (or *another representative) to three MMSA trainings per year. The community shall be responsible for the director's travel costs and expenses associated with these meetings. *If the director cannot attend, another program representative should attend to represent the community.
- Important: MMSA allows for training substitutions when necessary. The approved substitutions for a missed training are: MEDC Annual Meeting or MEDC Winter Conference, MHT Annual Meeting, MDAH Preservation Boot Camp and the National Main Street Conference. It is the director's responsibility to email confirmation to MMSA that an approved substitute training was attended.
- _____7. Fill out the MMSA technical assistance form when requesting a service. The Director of Field Services will take into consideration: if the local Main Street program is certified and in good standing with the current MOA, if necessary funds are available or whether a match from the local program is required, and consider when the request arrives in consideration of prior requests from other local programs.
 - _____8. Maintain an active membership and current fee-paid status in the Mississippi Main Street Association, participating at the Main Street Program membership level.
 - _____9. Make best effort to include the MMSA logo on printed and electronic materials (website, newsletters, Facebook, etc.).
 - _____10. Be a Network Member, in good standing, of the National Main Street Center.
 - _____11. Maintain broad-based public and private sector community support for the local program.
 - _____12. Provide the MMSA Director of Training & Information Services news of your local program's endeavors, accomplishments and events in order that MMSA may promote them in all of our mediums.
 - _____13. Complete the Annual Director's Survey (online) sent via email with MOA by Jan. 31, 2020.

Section IV: MMSA, DHA and the City of Hattiesburg jointly agree that:

1. The term of this agreement shall be the fiscal year 2020 beginning on October 1, 2019 and ending on September 31, 2020. It may be extended or revised by both parties.
2. If funds anticipated for continued fulfillment are, at any time, not forthcoming or insufficient for continuation of the contractual agreement, then either party shall have the right to amend or terminate this agreement without penalty by giving not less than sixty (60) days written notice to the other party.
3. Should a local Main Street program fail to comply with the provisions of this annual Memorandum of Agreement (MOA) by June 30, 2019, the Main Street State Board of Directors may choose to have the Executive Director send that program a written initial warning. At that time the local program will be placed on probationary status and ineligible for any services from MMSA until the program is compliant. The probation period will be extended for up to six months.
4. Should a program find itself on probation, MMSA will help the community draft a plan to regain their certification as a designated Main Street community, if the community so desires. If the local program fails to comply with the provisions of the annual MOA within the probation period, the program will be de-certified from MMSA with an official letter on behalf of the MMSA Board. At that point, the community would have to start a new application process if they wish to rejoin the association.
5. They shall jointly hold each other harmless for any activities of the other including but not limited to general liability, automobile liability, worker's compensation and employer's liability.

Witness whereof, the parties have executed this agreement.

By: _____ Hattiesburg, MS
MAYOR COMMUNITY

Toby Barker Date signed: _____
Name printed

_____ Hattiesburg, MS
DHA BOARD PRESIDENT/CHAIRPERSON COMMUNITY

David Ott, DHA President, 2019 Date signed: _____
Name printed

BY: _____ Date: _____
Kevin Stafford, MMSA Board President, 2019-2020



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, February 4, 2020

Re: Approve Agreement with Butler Snow LLP to serve as Dissemination Agent for annual continuing disclosure requirements for fiscal year 2019 per Securities and Exchange Commission (SEC) rules and authorize the Mayor to execute the same.

File Number: 2020-48
Minute Book #

Summary

Authorize Mayor to execute agreement with Butler Snow LLP to serve as Dissemination Agent for annual continuing disclosure requirements for fiscal year 2019 per Securities and Exchange Commission (SEC) rules.

Recommendation Statement

I recommend authorizing the Mayor to execute said agreement with Butler Snow LLP.

Please place this on the February 4, 2020 City Council meeting for consideration.



January 17, 2020

VIA E-MAIL AT KEATON@HATTIESBURGMS.COM

City of Hattiesburg, Mississippi
Attn: Kermas Eaton, City Clerk
P.O. Box 1898
Hattiesburg, MS 39403-1898

Re: City of Hattiesburg, Mississippi Fiscal Year 2019 Continuing Disclosure

Dear Mr. Eaton:

We are pleased to confirm our engagement as dissemination agent (the "Dissemination Agent") to The City of Hattiesburg, Mississippi (the "City") in connection with its annual continuing disclosure undertaking. We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as Dissemination Agent in connection with the Annual Filing for fiscal year ended September 30, 2019.

We understand that pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule.

We also understand that pursuant to the City's Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), a staff designee of the City is required to appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and the Rule, and the City is hereby appointing us to serve as Dissemination Agent in connection with the Annual Filing for fiscal year 2019 to be filed on or before March 27, 2020.

SCOPE OF ENGAGEMENT

As Dissemination Agent we will examine the City's continuing disclosure responsibility, consult with parties to the City; compile the Annual Filing (with the assistance of the City) and file an Annual Filing for and on behalf of the City. We will rely upon information provided to us without undertaking to verify the same by independent investigation. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Annual Filing. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Dissemination Agent are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the filing of the Annual Filing.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions, litigation, or other matters with the City. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the filing of the Annual Filing so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance filing of the Annual Filing. The City's local counsel is hereby authorized to discuss and/or review with Butler Snow any such matters described in this paragraph (including any form of potential conflict waiver, if applicable). Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEE STRUCTURE

Based upon: (i) our current understanding of the terms, structure, size and schedule of the Annual Filing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the Annual Filing, and (iv) the responsibilities we assume, our fee for this engagement will be \$3,000.00. Such fee may vary: (i) if material changes in the structure of the financing occur or (ii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the City, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs.

PUBLICITY CONCERNING THIS MATTER

Often projects and matters such as this are of interest to the public. Also, many clients desire favorable publicity. Therefore, you agree that we may respond to inquiries from the news media and we may initiate and publish information to the public on this matter (including but not

limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

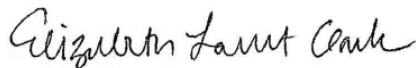
RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by (1) returning the enclosed copy of this engagement letter dated and signed by an authorized officer; and (2) returning the material event notice certification dated and signed by an authorized officer, attached hereto as **Exhibit A**. Please retain a copy of the original engagement letter and material event notice certification for your files.

We look forward to working with you again on your Annual Filing.

BUTLER SNOW LLP



By: _____
Elizabeth Lambert Clark

Accepted and Approved:

THE CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Mayor

Dated: _____

cc: Connie Everett, Chief Financial Officer, City of Hattiesburg, Mississippi (ceverett@hattiesburgms.com)
Randy Pope, Esq., City Attorney (randypope@popelaw.com)

EXHIBIT A

Event Notice

The County certifies that none of the events have occurred with respect to the Bonds during fiscal year 2019:

1. Principal and interest payment delinquencies
2. Non-Payment related defaults, if material
3. Unscheduled draws on debt service reserves, if any, reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (ITS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the bonds, or other material events affecting the tax status of the Bonds
7. Modifications to rights of Bondholders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution, or sale of property, if any, securing repayment of the securities
11. Rating changes
12. Bankruptcy, insolvency, receivership or other similar event¹
13. The consummation of a merger, consolidation or acquisition involving the State or the sale of all or substantially all of the assets of the State, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material
15. Incurrence of a financial obligation² of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, *if material*.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation² of the obligated person, any of which reflect financial difficulties.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Mayor

Dated: _____

50756965.v1

¹ For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

² For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. Numerous other terms contained in these subsections and/or in the definition of "financial obligation" are not defined in the Rule; SEC Release No. 34-83885 contains a discussion of the current SEC interpretation of those terms. For example, in the Release, the SEC provides guidance that the term "debt obligation" generally should be considered to include only lease arrangements that operate as vehicles to borrow money.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 4, 2020

Re: Approve Engagement Letter with Jackson, Tullos & Rogers, PLLC for legal services related to the acquisition of right of way property for the Hardy Street Improvements Project.
File Number: 2020-50
Minute Book #

Summary

Acknowledge receipt of engagement letter with Jackson, Tullos & Rogers, PLLC for legal services related to the acquisition of right of way property for the Hardy Street Improvements Project.

Recommendation Statement

I recommend approval of this item.

Please place this on the February 4, 2020 City Council meeting for consideration.

JACKSON, TULLOS & ROGERS, PLLC

ATTORNEYS AT LAW
309 SOUTH 40TH AVENUE
HATTIESBURG, MISSISSIPPI 39402

ROBERT T. JACKSON, SR.
ROBERT T. JACKSON, JR.
JOSEPH R. TULLOS
G. NEIL ROGERS
M. WILLIAM MORGAN
JOHN MADISON GUICE
JOHN HOWELL

MAILING ADDRESS:
P. O. BOX 15517
HATTIESBURG, MS 39404-5517
TELEPHONE: (601) 264-3309
FACSIMILE: (601) 264-6044
E-mail: jtullos@jacksonfirm.com

January 24, 2020

Via E-Mail: lrutland@hattiesburgms.com

Via U. S. Mail

Mr. Lamar Rutland
Director of Engineering
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39403-1898

Re: Hardy Roundabout

Dear Mr. Rutland:

It is our understanding that the City of Hattiesburg is in preliminary stages of plans for a roundabout on Hardy Street.

Please accept this correspondence as our firm's engagement letter to the City of Hattiesburg in connection with the above referenced project. It is our understanding that federal funds may be utilized with this project.

Based on the above, it is our understanding that our firm will provide legal services including title investigation, preparation of title documents, orchestrating any needed appraisals of land impacted by the project, reviewing said appraisals and appraisal reviews, contacting impacted land owners, updating title documents, conducting closings, and any required eminent domain litigation.

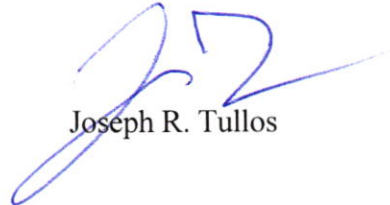
For said services, our firm will charge Two Hundred Dollars (\$200.00) per hour for all legal services provided through our firm. Additionally, incidental expenses such as copies, postage, recording fees, court costs, etc., will be charged at cost.

Should we be retained and if a waiver valuation not be possible, we will retain an approved appraiser. We would coordinate this with you before taking any steps for this, or for any review appraisal, if required. In such event, we would anticipate their fees being shown as a reimbursable expense along with our fee statements. If this is acceptable to the City, we will submit their engagement letters under separate cover.

We appreciate your consideration of our firm and value the trust placed upon us.

Sincerely yours,

JACKSON, TULLOS & ROGERS, PLLC

A handwritten signature in blue ink, appearing to be 'JRT', with a long horizontal flourish extending to the right.

Joseph R. Tullos

JRT/rmc



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, February 4, 2020

Re: Approve Memorandum of Agreement for the Educational and Community Outreach Program between the City of Hattiesburg and the University of Southern Mississippi, for the period beginning March 1, 2020 and ending February 28, 2021 (Agreement GM000673 Amendment No.16) as authorized by MS Code 39-15-1, to allow municipalities to expend monies for support of the arts and authorize the Mayor to execute the same.
File Number: 2020-77
Minute Book #

Summary

Authorize Mayor to execute Memorandum of Agreement for the Educational and Community Outreach Program between the City of Hattiesburg and the University of Southern Mississippi, for the period beginning March 1, 2020 and ending February 28, 2021 (Agreement GM000673 Amendment No.16) as authorized by MS Code 39-15-1, to allow municipalities to expend monies for support of the arts.

Recommendation Statement

I recommend authorizing the mayor to execute said agreement with the University of Southern Mississippi for the Educational and Community Outreach Program.

Please place this on the February 4, 2020 City Council meeting for consideration.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE UNIVERSITY OF SOUTHERN MISSISSIPPI (SOUTHERN MISS)
AND
CITY OF HATTIESBURG
AGREEMENT NUMBER SOUTHERN MISS-GM000673
AMENDMENT NUMBER 016**

The purpose of this amendment is to incorporate modifications as follows:

MODIFICATION:

EXTENSION:

The project period is extended.

The new project period is March 1, 2020 through February 28, 2021

ADDITIONAL FUNDS:

\$50,000 is added to the project. The total project amount is \$650,000.

All other terms and provisions remain unchanged.

CITY OF HATTIESBURG

Honorable Toby Barker
Mayor

Date

THE UNIVERSITY OF SOUTHERN MISSISSIPPI

Marcia Landen
Associate Vice President for Research

Date



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Sherrocko Stewart, Fire Chief, Danny Wade, Assistant Fire Chief

cc:

Date: Tuesday, February 4, 2020

Re: Approve Memorandum of Understanding between the City of Hattiesburg and The Mississippi Office of Homeland Security /Task Force; allowing the city to participate in the Mississippi Task Force as outlined in MS Code 33-15-15 and authorize the Mayor to execute the same.
File Number: 2020-51
Minute Book #

Summary

Authorize the Mayor to execute Memorandum of Understanding between the City of Hattiesburg and The Mississippi Office of Homeland Security /Task Force; allowing the city to participate in the Mississippi Task Force as outlined in MS Code 33-15-15.

Recommendation Statement

I recommend the authorizing the execution of the said Memorandum of Understanding between the City of Hattiesburg and The Mississippi Office of Homeland Security/ Task Force.

Please place this on the February 4, 2020 City Council meeting for consideration.

MEMORANDUM OF UNDERSTANDING

Between

The Mississippi Office of Homeland Security / Task Force



City of Hattiesburg

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Mississippi Office of Homeland Security (MOHS) and the City of Hattiesburg to participate in the Mississippi Task Forces (MTF). This agreement is entered into this ____ day of _____.

1. Background

Following the terror acts of September 11, 2001, the State of Mississippi, along with many other jurisdictions realized the need to develop local, regional, and statewide capabilities to support large scale search and rescue efforts, which required more than the basic skills. Hurricane Katrina in 2005, again emphasized the need to develop specialized or advanced search and rescue teams. As Mississippi is not only a hurricane prone state, the state has also been subjected to regional tornado outbreaks requiring multiple teams of search and rescue specialist to be deployed immediately and simultaneously to meet the needs of the local jurisdictions.

In the after math of the September 11th attacks, the State began the development of regional response teams to meet the threat of Chemical, Biological, Nuclear, Radiological, and Explosive (CBRNE) attacks. To fully address these threats, the original concept was expanded to address large scale, technical search and rescue capabilities. Nine multijurisdictional teams that could provide assistance in structural collapse, technical rescue and hazardous materials incidents within the State were formed which could be activated by the Governor, Mississippi Office of Homeland Security, Mississippi Emergency Management Agency or regional/local emergency management agencies, as needed.

Originally formed under the concept of providing enhanced response capability to terrorist events, the Regional Response Teams transitioned into an all-hazards response capability. The capabilities currently include: hazardous materials response, structural collapse rescue, and technical search and rescue (water, underwater, overland, high-angle, and trench). The Regional Response Teams later transitioned into the three regional Task Forces to provide additional capabilities, consolidate management, and to be fiscally responsible. A fourth Task Force was formed to provide logistics for any deployed Task Force.

2. Purpose

The Purpose of this MOU is to delineate the responsibilities and procedures for the participation in and deployment of the MTF outlined in the various sections of MS Code 33-15-15.

3. Scope

The provisions of this MOU apply only to Task Force activities performed at the request of the MOHS, provided at the option of the local Sponsoring Agency, and in conjunction with, or in

preparation of, a declaration from the Governor of Mississippi for a disaster or emergency and upon activation of the MTF.

4. Definitions

- A. Activation: the process of mobilizing specific Task Forces to deploy to a designated disaster site. If the Task Force responds to such a mobilization request, the Task Force is to arrive with all equipment and personal gear to the predetermined deployment site and be at the disaster site within six hours of the activation notice.
- B. Alert: the process of informing the Task Force that an event has occurred and the Task Force might be activated at some point within a 24 hour time frame.
- C. Incident Commander: the individual in-charge for coordinating relief activities within the disaster site; under normal circumstances this individual will be an emergency manager from the local community responsible for incident activities including the development and implementation of strategic decisions and for approving allocation of resources.
- D. Participating Responder: a credentialed emergency responder on the active Task Force roster providing support to a Task Force under the authority of a Sponsoring Agency.
- E. Sponsoring Agency: a public entity or fire Department that is providing sanctioning authority for members of the Mississippi Task Forces throughout their jurisdiction.
- F. Task Force: an integrated collection of personnel and equipment meeting standardized capability criteria for addressing the special needs of Urban Search and Rescue operations.
- G. Task Force Leader: an individual responsible for team training, equipment allocation, mobilization, and tactical direction of the Task Force.
- H. Urban Search and Rescue (US&R): specialized tactics, personnel, and equipment suited to the unique lifesaving problems presented in emergency rescue operations.

5. Responsibilities

- A. MOHS shall be responsible for:
 - 1. Coordination between the MTF, sponsoring agencies, MEMA, the State Fire Academy, and other relevant governmental and private parties.
 - 2. Limited funding and technical support for equipment and training specifically aimed at preparing and maintaining a promising Task Force to be a fully implanted Task Force, as prescribed in the MTF manual.
 - 3. Coordinating the replacement and /or rehabilitation of damaged or destroyed equipment used in the course of the operations of Task Force related activities.
 - 4. Provide training to Task Force members as funding becomes available through FEMA, State, and local jurisdictions. Training should be continuous with the objectives of upgrading, developing and renewing skills as needed to maintain qualifications for particular position on the Task Force.

5. Assist in developing, practicing, and implementing an internal call-out system for the MTF members.
6. Ensuring that asset management requirements set forth by the MOU are enforced.

B. Sponsoring Agency shall be responsible for:

1. Provide participating personnel and equipment for US&R related activities as agreed upon with MOHS and or the Task Force Leadership.
2. Support the recruiting of necessary positions of the MTF to the best of their ability according to the guidelines prescribed in the MTF Manual.
3. Support training of personnel as related to the MTF operations and provide training, with limited support and guidance from MOHS and the Sponsoring Agency. Training should be continuous with the objectives of upgrading, developing, and renewing skills as needed to maintain qualifications for particular position on the MTF.
4. Develop, practice, and implement an internal call out system for your agencies Task Force members.
5. In the event of any activation of the MTF, the participating agency will retain the responsibility for salaries and medical coverage for participating members employed by said agency.
6. Participating Agency will provide worker compensation benefits to participating members employed by said Agency during any training and/or activates approved the MOHS.
7. Ensuring all equipment that was purchased with MOHS funds have proper storage, service, and is in a state of readiness for deployment.

6. Procedures

A. Activation

1. Upon request from the Governor of Mississippi for disaster assistance, and/or determination by MEMA, FEMA, or any other agency requesting the MTF the pre-positioning of Task Forces is prudent, MEMA, FEMA, or any other agency requesting the MTF shall request the activation of forces necessary to responded to the emergency or disaster situation.
2. Activation notices shall be communicated by MEMA, FEMA, or any other agency requesting the MTF through the appropriate channels: Task Force Leaders and the Sponsoring Agency.

B. Mobilization, Deployment, and redeployment

1. The Task Force Leader with support from the local Sponsoring Agency shall notify members of the MTF activation.
2. The Task Force Leader will provide a time and rendezvous location, equipment needed, and description of activation to the local Sponsoring Agency.

C. Command and Control

1. MOHS has overall command and control of the Task Forces.
2. Tactical employment of the MTF may be passed from MOHS to the local or on-site incident Commander within a disaster area.

7. Financial Agreements

- A. Task Force members shall be reimbursed in accordance with pay schedules and policies set forth by the sponsoring agency as determined prior to implementation of this agreement. All reimbursements will follow SMAC/EMAC guidelines.
- B. Task Force members shall be reimbursed for travel and per diem costs in accordance with their sponsoring agencies travel policy.
- C. Personnel shall receive their normal pay for their scheduled work days, and overtime pay for any working hours defined in the Incident Action Plan.
- D. Rehabilitation or replacement costs of operational equipment may be reimbursed if the piece of equipment was used at a SMAC, EMAC, or MTF sanctioned training exercise, as authorized by MEMA, FEMA, or any other agency requesting the MTF.
- E. No Task Force or any Task Force member shall be reimbursed for costs incurred by activation outside the scope of this agreement.
- F. The sponsoring agency is responsible for following in-state and EMAC guidelines for all reimbursement requests. Each sponsoring agency will be responsible for completing and submitting their own reimbursement packet to the agency issuing the reimbursements.

8. Reporting Requirements

- A. The Sponsoring Agency will submit in writing to the Task Force Leaders all personnel changes as they relate to the composition of the Task Force. This includes information of personnel training and qualification upgrades. The qualifications list will be submitted as new members are admitted to positions on the Task Force during the annual sign up.
- B. Verification of Task Force member credentials, as they relate to the criteria outlined in the MTF manual, will be submitted on an annual basis and at other times as requested by MOHS.

9. Conditions, Amendments, and Termination

- A. This Memorandum may be modified or amended only with written agreement of all parties and all amendments will be attached to this agreement. The memorandum may be terminated by any party upon 30 days written notice.

10. Liability

- A. For the purposes of worker's compensation and long-term disability, Task Force members who perform disaster relief functions in connection with this MTF program will be considered performing within the scope of their employment with the

- A. For the purposes of worker's compensation and long-term disability, Task Force members who perform disaster relief functions in connection with this MTF program will be considered performing within the scope of their employment with the sponsoring jurisdiction, and as such, subject to the State or local worker's compensation laws.

Director or Chief of
Sponsoring Agency

Title

Date



SAR Coordinator

01/22/2020

MOHS State SAR Coordinator

Title

Date



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Danny Wade, Assistant Fire Chief

cc:

Date: Tuesday, February 4, 2020

Re: Approve Rental Agreement between the City of Hattiesburg and RICOH for a copier located in the Fire Department Administration/Prevention office, for a period of 48 months, at a cost of \$192.00 per month, and authorize the Mayor to execute the same.
File Number: 2020-52
Minute Book #

Summary

Authorize the Mayor to execute a rental agreement between the City of Hattiesburg and RICOH for a copier located in the Fire Department Administration/Prevention office, for a period of 48 months, at a cost of \$192.00 per month.

Recommendation Statement

Recommend authorization of rental agreement.

Please place this on the February 4, 2020 City Council meeting for consideration.

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Hattiesburg _____ (hereinafter referred to as Customer), and Ricoh USA, Inc. _____ (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with non compatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Tim McFall
Vice President, Managing Director
830 Crescent Centre Drive, Suite 320
Franklin, TN 37067

For the Customer:

Toby Barker
Mayor
200 Forrest Street
Hattiesburg, MS 39401

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Revised Date: February 2017

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20_____.

Vendor: Ricoh USA, Inc.

By: _____

Authorized Signature

Printed Name: Stephen Cox

Title: Technology Sales Manager

Witness my signature this the _____ day of _____, 20_____.

Customer: City of Hattiesburg

By: _____

Authorized Signature

Printed Name: Toby Barker

Title: Mayor

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200044607

Vendor Company Name: Ricoh USA Inc.

Customer Agency Name: City of Hattiesburg

Bill to Address: P.O. Box 1898

Hattiesburg, MS 39403

Ship to Address: 622 Corinne Street

Hattiesburg, MS 39401

Contact: Kimberly Williams, Phone: 601-582-3311

Description of Equipment, Software, or Services

Price

Ricoh IMC3500

\$192.00/month

All black and white images billed at \$.0080.

All color images billed at \$.0520.

Includes parts, labor, toner and staples. (Excludes Paper)

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 48 Start Date: 3/1/2020 End Date: 2/29/2024

Modifications: Solicitation # is for billing purposes only.

Vendor Signature

Customer Signature



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, February 4, 2020

Re: Approve an amendment to the Annual Action Plan for CDBG and HOME programs, reprogramming funds as allocated in the 2018 plan.
File Number: 2020-53
Minute Book #

Summary

Approve an amendment to the Annual Action Plan for CDBG and HOME programs, reprogramming funds as allocated in the 2018 plan.

Recommendation Statement

I recommend approval of the amendment to the Annual Action Plan for the CDBG and HOME programs.

Please place this on the February 4, 2020 City Council meeting for consideration.

Expected Resources

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

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services Public Facilities	560,001	0	0	560,001	2,240,004	The expected amount for the remainder of the Con Plan is simply the Year 1 amount multiplied by 4. Also, the Program Income figure is zero, but changes in programming could potentially create Program Income. Prior Year resources listed are an estimate only based on existing resources and an approximation of expenditures to be made between the writing of the Con Plan and the end of the 2018 Program Year.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	317,860	0	0	317,860	1,271,440	The expected amount for the remainder of the Con Plan is simply the Year 1 amount multiplied by 4. Also, the Program Income figure is zero, but changes in programming could potentially create Program Income. Prior Year resources listed are an estimate only based on existing resources and an approximation of expenditures to be made between the writing of the Con Plan and the end of the 2018 Program Year.

Table 1 - Expected Resources – Priority Table

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

The City hopes to continue its partnerships through groups such as the Housing Roundtable and the Pinebelt Coalition on Homelessness in a concerted effort to strategically address problems and mutual concerns. As in the past, the City values these and other such partnerships as community partners bring differing resources to the table - funding, volunteers, services, etc. - for mutual benefit. The City will also continue to seek out funding opportunities such as those available for housing activities through the Federal Home Loan Bank, the Mississippi Home Corporation. The City will continue its relationship with PRVO. After the City completes substantial rehabilitation projects, PRVO will provide

HVAC systems to eligible households as long as they have funding. Regarding matching requirements, the City of Hattiesburg does not have a local HOME matching requirement. The does not plan to provide funding for any public services during the duration of this Consolidated Plan.

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

The City has recently utilized its mapping capabilities to identify City and State owned property throughout the City of Hattiesburg. These properties are reviewed periodically when need arises for particular projects, and the City intends to continue this approach of utilizing property already in its inventory (when appropriate) before seeking property to purchase.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Programs (including Affordable Housing)	2018	2022	Affordable Housing		Acquisition Emergency Repair Housing Rehabilitation Rental Rehabilitation	CDBG: \$223,001 HOME: \$234,074	Rental units rehabilitated: 2 Household Housing Unit Homeowner Housing Added: 1 Household Housing Unit Homeowner Housing Rehabilitated: 11 Household Housing Unit
2	Down Payment Assistance	2018	2022	Affordable Housing		Down Payment Assistance	HOME: \$50,000	Direct Financial Assistance to Homebuyers: 7 Households Assisted
3	Public Facilities	2018	2022	Non-housing Community Development		Public Facility Improvement Public Services	CDBG: \$225,000	Persons Assisted:

Table 2 – Goals Summary

Goal Descriptions

1	Goal Name	Housing Programs (including Affordable Housing)
	Goal Description	Housing Programs include substantial rehabilitation of owner-occupied units, emergency and minor repairs, project delivery, acquisition and rental rehabilitation..
2	Goal Name	Down Payment Assistance
	Goal Description	Downpayment assistance in the form of closing costs.
3	Goal Name	Public Facilities
	Goal Description	Acquisition and renovation of a facility for use in low to moderate income areas for various community functions, recreational uses, and services.

Projects

AP-35 Projects – 91.220(d)

Introduction

The following is a listing of projects that the City of Hattiesburg proposes to undertake using CDBG and HOME funds anticipated for 2018

Projects

#	Project Name
1	CDBG Administration
2	CDBG Housing Programs
3	HOME Administration
4	HOME Housing Programs
5	Down Payment Assistance
6	CHDO Set-Aside
7	CDBG Public Facilities

Table 3 - Project Information

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

The allocation of funding is in keeping with the priority needs identified in the Consolidated Plan. Housing issues such as rehabilitation, code compliance, and affordability continue to be the greatest priority identified and is allocated the greatest amount of funding. Need for public community facilities in certain neighborhoods was also identified through public engagement. These are the only priority areas that the city will provide funding for through the 2018 program year.

AP-38 Project Summary
Project Summary Information

1	Project Name	CDBG Administration
	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing) Down Payment Assistance
	Needs Addressed	Housing Rehabilitation Emergency Repair Down Payment Assistance Acquisition
	Funding	CDBG: \$112,000
	Description	Overall and day-to-day administration of the CDBG Program.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
2	Project Name	CDBG Housing Programs
	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing)
	Needs Addressed	Housing Rehabilitation Emergency Repair
	Funding	CDBG: \$223,001
	Description	Funding for all CDBG Housing Activities.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	5-7 households of low and/or moderate income families.
	Location Description	
	Planned Activities	Owner-occupied rehabilitation.
3	Project Name	HOME Administration

	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing) Down Payment Assistance
	Needs Addressed	Housing Rehabilitation Acquisition
	Funding	HOME: \$31,786
	Description	Overall and day-to-day administration of the HOME Program.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
4	Project Name	HOME Housing Programs
	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing)
	Needs Addressed	Housing Rehabilitation
	Funding	HOME: \$188,385
	Description	Funding of HOME housing activities, primarily substantial home rehabilitation.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	six low and very/low income households.
	Location Description	
5	Planned Activities	There are no targeted areas.
	Project Name	Down Payment Assistance
	Target Area	
	Goals Supported	Down Payment Assistance
	Needs Addressed	Down Payment Assistance

	Funding	HOME: \$50,000
	Description	Provide down payment assistance to low and very low income first time homebuyers.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	A minimum of 5 low and very low income first time homebuyers.
	Location Description	
	Planned Activities	Downpayment Assistance.
6	Project Name	CHDO Set-Aside
	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing)
	Needs Addressed	
	Funding	HOME: \$47,679
	Description	Funding to be awarded to a CHDO for an affordable housing activity that benefits low and very low income persons.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	One or two low or very low income households depending of activity chosen by CHDO.
	Location Description	
	Planned Activities	
7	Project Name	CDBG Public Facilities
	Target Area	
	Goals Supported	Non-Housing Community Development
	Needs Addressed	Public Facilities
	Funding	CDBG: \$225,000
	Description	Acquisition and renovation of a facility for use in low to moderate income areas for various community functions, recreational uses, and services.

	Target Date	12/31/2020
	Estimate the number and type of families that will benefit from the proposed activities	The project is proposed to benefit a low to moderate income neighborhood. The number anticipated to benefit will depend on the exact neighborhood identified. Family types are expected to vary, including single-individual households, multiple-individual households, single-parent households, two-parent households, elderly households, disabled individuals, etc. The expectation is that the neighborhood selected will be significantly low-income.
	Location Description	TBD
	Planned Activities	Acquisition and renovation of a facility for use in low to moderate income areas for various community functions, recreational uses, and services.

AP-50 Geographic Distribution – 91.220(f)

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

With the exception of the Facade Improvement Program, none of the activities proposed for the 2018 Action Plan are directed geographically, meaning that there is not a prescribed area in which these activities are required to take place. Public Facilities, Microenterprise Assistance, Housing Rehabilitation, Emergency Repair, Demolition, Down Payment Assistance, and other Affordable Housing activities are allowable Citywide. However, these activities have historically taken place in areas of low-income and minority concentration. Such areas include the greater portion of Wards 2, 4, and 5, which are better identified by U.S. Census tracts 001, 002, 003, 004, 005, 006, 011, and 105. Public Service grants are likewise, not directed geographically, but tend to be centered in low-income areas by virtue of the clients that the agencies serve. The Facade Improvement Program is directed to the downtown area as a program policy in an effort to continue the revitalization of the historic downtown. Public Facilities projects will be directed to neighborhoods of particular need for such activities, but the area(s) are not targeted.

Geographic Distribution

Target Area	Percentage of Funds

Table 4 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

No activities in the 2018 Action Plan are geographically driven.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	17
Special-Needs	0
Total	17

Table 5 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	1
Rehab of Existing Units	11
Acquisition of Existing Units	5
Total	17

Table 6 - One Year Goals for Affordable Housing by Support Type

Discussion

The figures provided above are taken from the total goals from all activities/projects anticipated within the 2018 Action Plan with the exception of Administrative activities and Public Facilities Activities. To a large degree, the goals for each category of household or housing project type are unknown because they will vary depending on the type of households that apply for downpayment assistance or for any housing developed by CHDO's. The numbers above are a tabulation of each type as listed in the goals outlined earlier in the Action Plan. The number of house holds supported included among the non-homeless are those households anticipated to directly benefit for housing rehabilitation activities.

AP-60 Public Housing – 91.220(h)

Introduction

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

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

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

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

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

The City of Hattiesburg continue to offer homeownership options through our homebuyer education program. The City will continue to work with public housing management to encourage homeownership options through downpayment assistance, Family Self-Sufficiency (FSS) Program, and Section 8 Housing Choice Voucher Program. In addition, the City will continue to chair/hold quarterly Housing Roundtable meetings for the purpose of be bringing together organizations throughout the city to engage in collaborative opportunities and services in support of affordable housing for low to moderate income households.

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

n/a

Discussion

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

Introduction

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

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

The City of Hattiesburg actively participates in meetings of the Pinebelt Coalition on Homelessness and supports the efforts of individual organizations whose mission is to serve homeless populations. The City intends to continue this collaboration in 2018, and intends to increase efforts in serving the homeless community by way of funding supportive services offered by appropriate agencies. The City also intends to support these agencies in attaining funding for additional emergency and transitional shelter. The City has a full-time Homeless coordinator to assist the city and homeless support agencies with all homeless issues.

Addressing the emergency shelter and transitional housing needs of homeless persons

As previously stated, the City intends to continue its collaboration with organizations whose missions include services and housing for homeless persons. The City will support these agencies in competing for and attaining funding for additional emergency and transitional shelter, and may, as funding allows, consider opportunities to support new sustainable programs for emergency and/or transitional housing. More direct support for these housing needs will likely come through Public Facility Improvement activities, which may be more feasible in future years. the City has a full time Homeless Coordinator to assist with all homeless issues in the City.

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

The City of Hattiesburg's partner agencies in the field of homelessness and special needs clients are well organized and maintain close working relationships. The City also facilitates a Housing Roundtable – an organization focused on a variety of housing concerns in Hattiesburg. Though the two coalitions differ somewhat in purpose, there is a great deal of overlap in both subject matter and membership. The

City's intended (continued) support of the agencies within both groups are an opportunity to address transition to independent living, affordable housing, and ensuring appropriate case management, as the organizations have already proven capable of doing. The City has a Homeless Coordinator to assist with all homeless issues.

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

The City has recently supported financial literacy programs, utility assistance programs, and job/skills training programs with CDBG assistance. Forrest General Hospital has a process for identifying homeless persons and persons with substance abuse problems that may require certain case management or supportive service resources, and there is a well-organized process by which people are referred to appropriate agencies that may be able to assist. The City intends to support activities that will assist all manners of homelessness, including the prevention thereof.

Discussion

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

Introduction:

Hattiesburg has historically supported efforts to meet housing needs of its citizens and has been proactive in the provision of housing to its low- and moderate-income residents. In the 1938-1939 timeframe, the City created one of the first housing authorities in the State of Mississippi. The City supported the creation of the Mississippi Regional Housing Authority No. VIII and its efforts to bring Section 8 assistance to City residents.

The Official Zoning Ordinance and Subdivision Regulations make provisions for affordable housing and provide protection to citizens by ensuring proper land use and high quality residential land development.

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

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

Discussion:

The City continues to implement housing rehabilitation programs to upgrade owner-occupied housing. Through its three CHDOs, the City of Hattiesburg is supporting affordable housing initiatives providing for the construction of new affordable housing and homebuyer down-payment assistance programs. These activities serve to reduce affordable housing barriers. The City has also partnered with service providers in areas of adult financial literacy, jobs training, and employability skills training - all of which address barriers individuals may have in attaining affordable housing. The City will continue to support such programs.

AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

Several of the City of Hattiesburg's CDBG and HOME funded activities seek to address underserved needs by way of affordable housing, housing rehabilitation, and assistance to non-profit organizations with such missions, among others. The City will continue these efforts in the coming years, and will also continue work in areas of obstacles pertaining to affordable housing.

Actions planned to foster and maintain affordable housing

In this planning period, the City will continue to make its Down Payment Assistance Program available, will continue to promote the Bank On Hattiesburg Program, and will continue to address code compliance in an effort to continue improving housing stock.

Actions planned to reduce lead-based paint hazards

Through the City's ongoing Housing Rehabilitation, Emergency Repair, and other housing activities, the City and its partners comply with 24 CFR Part 35, which often requires lead-based paint abatement. These activities will be continued in 2018 along with the potential for addressing LBP hazards in housing as a stand-alone activity.

Actions planned to reduce the number of poverty-level families

The City will continue to support non-profits and public efforts to improve adult financial literacy, and will continue to promote Bank On Hattiesburg in an effort to address the high number of households in the area that are either un-banked or under-banked and may rely on predatory lenders and other non-traditional financial institutions.

Actions planned to develop institutional structure

The City plans to continue facilitating the Housing Roundtable, participating in the Pinebelt Coalition on Homelessness, and participating with other similar organizations as the opportunity arises. The City will also continue to support agencies in the area as they may have opportunities to compete for grants that serve the needs identified in the City's Consolidated Plan or other opportunities that are of a community benefit. The mayor and city staff have conducted ward meetings and meetings with neighborhood associations and will continue until all have been visited. The introduction of Public Facilities activities is in part intended to further support the development of institutional structure within neighborhoods –

facilitating improved opportunities for neighborhood organization activities and other non-profit, recreational, or other agency use for community development purposes.

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

As stated previously, the City will continue to participate with the Housing Roundtable and the Pinebelt Coalition on Homelessness, and will continue to encourage agencies that have a mutual interest to participate as well. The City continue to work with United Way and Bank-On to provide reasonable costs banking services and financial literacy education to all residents, especially the un-banked and the under-banked.

Discussion:

Program Specific Requirements

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

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

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

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

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

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

The City has no other forms of investment beyond identified in section 95.205.

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

CITY OF HATTIESBURG

HOME PROGRAM – RECAPTURE PROVISIONS

Recapture Provisions HOME program regulations governing recapture when a HOME participating jurisdiction (City of Hattiesburg) uses HOME funds to assist homebuyers are set forth in 24 CFR Part 92.254(a)(5). By virtue of the fact that the City of Hattiesburg uses HOME funds to assist homebuyers, all homebuyers programs provided by the City of Hattiesburg and its sub-recipients must include guidelines for recapture as required by HUD. The 2013 HOME Program Final Rule updated the requirements of Resale and Recapture. As per 24 CFR Part 92.254(b) the requirements set forth for resale/recapture will be provided in a separate written agreement between the City of Hattiesburg and the sub-recipient and/or beneficiary. Homebuyer Assistance Programs – The City of Hattiesburg will utilize the same Recapture requirements.

Funds subject to *recapture* – include direct subsidy of HOME investment that enabled the homebuyer to purchase the property. This includes down payment assistance, closing costs or other HOME assistance provided directly to the homebuyer.

Net proceeds are defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs.

The *Recapture* requirements of all the homebuyer assistance programs that utilize direct financial assistance include the following provisions and is included in the Program Written Participation Agreement and the Deed of Trust and Promissory Note:

i. The Deed of Trust and Promissory Note (lien), attached to the property to enforce recapture will be executed at loan closing and recapture guidelines adhered to by the homebuyer. The lien also restricts the homebuyer's ability to refinance during the period of affordability without approval. (See refinance/subordination policy).

ii. The lien will depreciate annually in equal increments based on the affordability period, 5 years (20% per year), 10 years (10% per year), and 15 years (6.66% per year).

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

CITY OF HATTIESBURG

HOME PROGRAM – RECAPTURE PROVISIONS

Recapture Provisions

HOME program regulations governing recapture when a HOME participating jurisdiction (City of Hattiesburg) uses HOME funds to assist homebuyers are set forth in 24 CFR Part 92.254(a)(5). By virtue of the fact that the City of Hattiesburg uses HOME funds to assist homebuyers, all homebuyers programs provided by the City of Hattiesburg and its sub-recipients must include guidelines for recapture as required by HUD.

The 2013 HOME Program Final Rule updated the requirements of Resale and Recapture. As per 24 CFR Part 92.254(b) the requirements set forth for resale/recapture will be provided in a separate written agreement between the City of Hattiesburg and the sub-recipient and/or beneficiary.

Homebuyer Assistance Programs – The City of Hattiesburg will utilize the same Recapture requirements.

Funds subject to *recapture* – include direct subsidy of HOME investment that enabled the homebuyer to purchase the property. This includes down payment assistance, closing costs or other HOME assistance provided directly to the homebuyer.

Net proceeds are defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs.

The *Recapture* requirements of all the homebuyer assistance programs that utilize direct financial assistance include the following provisions and is included in the Program Written Participation Agreement and the Deed of Trust and Promissory Note:

The Deed of Trust and Promissory Note (lien), attached to the property to enforce recapture will be executed at loan closing and recapture guidelines adhered to by the homebuyer. The lien also restricts the homebuyer's ability to refinance during the period of affordability without approval. (See refinance/subordination policy).

The lien will depreciate annually in equal increments based on the affordability period, 5 years (20% per year), 10 years (10% per year), and 15 years (6.66% per year).

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

N/A

**Housing Trust Fund (HTF)
Reference 24 CFR 91.220(l)(5)**

1. Distribution of Funds

- a. Describe the eligibility requirements for recipients of HTF funds (as defined in 24 CFR § 93.2).
- b. Describe the jurisdiction's application requirements for eligible recipients to apply for HTF funds.
- c. Describe the selection criteria that the jurisdiction will use to select applications submitted by eligible recipients.
- d. Describe the jurisdiction's required priority for funding based on geographic distribution, which is a description of the geographic areas of the State (including areas of low-income and minority concentration) in which it will direct assistance during the ensuing program year.
- e. Describe the jurisdiction's required priority for funding based on the applicant's ability to obligate HTF funds and undertake eligible activities in a timely manner.
- f. Describe the jurisdiction's required priority for funding based on the extent to which rents for units in the rental project are affordable to extremely low-income families.
- g. Describe the jurisdiction's required priority for funding based on the financial feasibility of the project beyond the required 30-year period.
- h. Describe the jurisdiction's required priority for funding based on the merits of the application in meeting the priority housing needs of the jurisdiction (such as housing that is accessible to transit or employment centers, housing that includes green building and sustainable development features, or housing that serves special needs populations).
- i. Describe the jurisdiction's required priority for funding based on the location of existing affordable housing.
- j. Describe the jurisdiction's required priority for funding based on the extent to which the application makes use of non-federal funding sources.

2. Does the jurisdiction's application require the applicant to include a description of the eligible

activities to be conducted with HTF funds?

3. Does the jurisdiction's application require that each eligible recipient certify that housing units assisted with HTF funds will comply with HTF requirements?

4. **Performance Goals and Benchmarks.** The jurisdiction has met the requirement to provide for performance goals, consistent with the jurisdiction's goals established under 24 CFR 91.215(b)(2), by including HTF in its housing goals in the housing table on the SP-45 Goals and AP-20 Annual Goals and Objectives screens.

5. **Rehabilitation Standards.** The jurisdiction must establish rehabilitation standards for all HTF-assisted housing rehabilitation activities that set forth the requirements that the housing must meet upon project completion. The jurisdiction's description of its standards must be in sufficient detail to determine the required rehabilitation work including methods and materials. The standards may refer to applicable codes or they may establish requirements that exceed the minimum requirements of the codes. The jurisdiction must attach its rehabilitation standards below. If the jurisdiction will not use HTF funds for the rehabilitation of housing, enter "N/A".

In addition, the rehabilitation standards must address each of the following: health and safety; major systems; lead-based paint; accessibility; disaster mitigation (where relevant); state and local codes, ordinances, and zoning requirements; Uniform Physical Condition Standards; and Capital Needs Assessments (if applicable).

6. **Resale or Recapture Guidelines.** Below, the jurisdiction must enter (or attach) a description of the guidelines that will be used for resale or recapture of HTF funds when used to assist first-time homebuyers. If the jurisdiction will not use HTF funds to assist first-time homebuyers, enter "N/A".

7. **HTF Affordable Homeownership Limits.** If the jurisdiction intends to use HTF funds for homebuyer assistance and does not use the HTF affordable homeownership limits for the area provided by HUD, it must determine 95 percent of the median area purchase price and set forth the information in accordance with §93.305. If the jurisdiction will not use HTF funds to assist first-time homebuyers, enter "N/A".

8. **Limited Beneficiaries or Preferences.** Describe how the jurisdiction will limit the beneficiaries or give preferences to a particular segment of the extremely low- or very low-income population to serve unmet needs identified in its consolidated plan or annual action plan. If the jurisdiction will not limit the beneficiaries or give preferences to a particular segment of the extremely low- or very low-income population, enter "N/A."

Any limitation or preference must not violate nondiscrimination requirements in § 93.350, and the jurisdiction must not limit or give preferences to students. The jurisdiction may permit rental housing owners to limit tenants or give a preference in accordance with § 93.303 only if such limitation or preference is described in the action plan.

9. **Refinancing of Existing Debt.** Enter or attach the jurisdiction's refinancing guidelines below. The guidelines describe the conditions under which the jurisdiction will refinance existing rental housing project debt. The jurisdiction's refinancing guidelines must, at minimum, demonstrate that

rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing. If the jurisdiction will not refinance existing debt, enter "N/A."

<TYPE=[section 9 end]>

Discussion:

Based on the HOME Affordable Homeownership, the City will determine 95% of the median area purchase price set forth at CFR 92.254 (a)(2)(iii). For single-family housing, this does not exceed \$148,000.00. Eligible applicants for the City's DPA and Rehabilitation Programs are low and very-low income residents of the City. The City uses a number of public forums and events to promote its programs and to solicit applicants. Information may be obtained in the Community Development office Monday-Friday from 8:00 am to 5:00 pm. For CHDO Set-Aside funds, the eligible applicants are local not-for-profit housing development organizations that can meet HOME CHDO requirements. These agencies are solicited through a Request for Proposal process.

Citizen Participation Record

**PUBLIC HEARING AND PUBLIC COMMENT PERIOD
CITY OF HATTIESBURG
2016, 2017, and 2018 ACTION PLAN AMENDMENTS**

NOTICE is hereby given that the City of Hattiesburg Department of Urban Development has scheduled a public hearing for Monday, December 9, 2019 at 5:30 p.m. in the City Council Chambers of City Hall for the purpose of affording citizens of Hattiesburg an opportunity to present their views on the proposed amendments to the City of Hattiesburg's 2016, 2017, and 2018 Action Plans related to its CDBG and HOME programs.

Action Plan Amendments:

- Redirect any remaining HOME funds allocated in 2016 for Administration, and instead utilize funds toward Housing Programs. Estimated at \$4,110.
- Redirect any remaining HOME funds allocated in 2017 for Administration, and instead utilize funds toward Housing Programs. Estimated at \$12,374.
- Redirect any remaining HOME funds allocated in 2018 for Administration, and instead utilize funds toward Housing Programs. Estimated at \$15,704.
- Redirect any remaining CDBG funds allocated in 2016 for Administration, and instead utilize funds toward Housing Programs. Estimated at \$16,677.
- Redirect any remaining CDBG funds allocated in 2017 for Administration, and instead utilize funds toward Housing Programs. Estimated at \$35,329.
- Revise the 2018 Action Plan to add Public Facility Acquisition and/or Improvement as an allowable and planned CDBG activity; redirect remaining CDBG funds for 2018 Administration (Estimated \$47,002) and redirect a portion of CDBG Housing Program funding (Estimated \$177,998) to fund new project type. Estimated at \$225,000.

All interested citizens, particularly those of low, very low, and extremely low income, minorities, residents of public housing, and those with mobility, visual and hearing impediments, are urged to attend. If you should have any questions regarding the above hearing, please contact the Department of Urban Development at (601) 545-4675. To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate may contact the Department of Urban Development at (601) 545-4675; or e-mail shall@hattiesburgms.com in advance of the hearing to make arrangements.

Comments related to the Action Plan Amendments and/or the City of Hattiesburg's Housing and Community Development needs may be mailed to the City of Hattiesburg, Department of Urban Development, Community Development Division, P.O. Box 1898, Hattiesburg, MS 39403-1898, or delivered to City Hall, First Floor, Department of Urban Development, 200 Forrest Street, Hattiesburg, MS. Comments on the topic(s) outlined above will be considered through December 23, 2019.

PUBLISHED by Order of the Council on this, the 19th day of November, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Toby Barker, Mayor

PUBLISH Twice in the Non-Legal Section: Thursday, November 21, 2019; Thursday, November 28, 2019

NOTICE OF PUBLIC HEARING FOR THE 2020 ACTION PLAN
FOR HOUSING AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG & HOME)
PROGRAMS AND APPLICABLE INFORMATION
ATTENTION: ALL HATTIESBURG, MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi anticipates receipt of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program funds from the U.S. Department of Housing and Urban Development in January 2020 or soon thereafter. These funds are estimated to total approximately \$847,000. The funds will be used to meet the primary objectives of the Housing and Urban Development Act of 1974, as amended, by providing access to affordable, decent, safe and sanitary housing and a suitable living environment and expanding economic opportunities for persons, of low and moderate-income.

A Public Hearing is scheduled for December 9, 2019 at 5:30 p.m. in the City Council Chamber of City Hall at 200 Forrest Street for the purpose of receiving comments on the creation of the 2020 Action Plan. Public Comments on the topic will be taken between November 21, 2019 and December 23, 2019.

The City expects to receive a CDBG entitlement grant of approximately \$562,000. The City proposes to budget these funds for the following activities: CDBG Administration (\$112,400); Commercial Rehabilitation/Façade Improvement (\$30,000); Microenterprise Assistance (\$30,000); and Housing Programs (\$389,600).

The City expects to receive a HOME entitlement grant of approximately \$285,000. The City proposes to budget these funds for the following activities: HOME Administration (\$28,500); Community Housing Development Organization Set-aside (\$42,750); Down Payment Assistance (\$50,000); and Housing Rehabilitation (\$163,750).

The City will consider any comments or views of citizens, agencies or units of local government received in writing and orally at the Public Hearing scheduled for December 9, 2019. Written comments will additionally be accepted in the Community Development Division through December 23, 2019. A summary of any comments or reviews accepted will be attached to the final action plan.

Comments related to this NOTICE may be sent to or delivered to City Hall, First Floor, Community Development/Department of Urban Development, 200 Forrest Street, Hattiesburg, MS 39401.

If you have any questions regarding this information, please contact the Department at (601) 545-4675. To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate may contact the Department of Urban Development at (601) 545-4675; or e-mail shall@hattiesburgms.com in advance of the hearing to make arrangements.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Toby Barker, Mayor

PUBLISH Twice in the Non-Legal Section: Thursday, November 21, 2019; Thursday, November 28, 2019

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OR # 222988

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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: 409 Published 2 times

Date 1st Published: Nov 21 Amt: 49.08

Date 2nd Published: Nov 28 Amt: 40.90

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 89.98

Proof of Publication Fee: 3.00

TOTAL: 92.98

(signed) Haskel Burns
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 28th
day of November, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Kermas Eaton
NOTARY PUBLIC
ID No. 127877
Commission Expires
May 20, 2023
FORREST COUNTY

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Public Hearing 2020 Action
- ☐ Invoice #: 95129
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF PUBLIC HEARING FOR THE 2020 ACTION PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG & HOME) PROGRAMS AND APPLICABLE INFORMATION ATTENTION: ALL HATTIESBURG, MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi anticipates receipt of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program funds from the U.S. Department of Housing and Urban Development in January 2020 or soon thereafter. These funds are estimated to total approximately \$847,000. The funds will be used to meet the primary objectives of the Housing and Urban Development Act of 1974, as amended, by providing access to affordable, decent, safe and sanitary housing and a suitable living environment and expanding economic opportunities for persons, of low and moderate-income.

A Public Hearing is scheduled for December 9, 2019 at 5:30 p.m. in the City Council Chamber of City Hall at 200 Forrest Street for the purpose of receiving comments on the creation of the 2020 Action Plan. Public Comments on the topic will be taken between November 21, 2019 and December 23, 2019.

The City expects to receive a CDBG entitlement grant of approximately \$562,000. The City proposes to budget these funds for the following activities: CDBG Administration (\$112,400); Commercial Rehabilitation/Façade Improvement (\$30,000); Microenterprise Assistance (\$30,000); and Housing Programs (\$389,600).

The City expects to receive a HOME entitlement grant of approximately \$285,000. The City proposes to budget these funds for the following activities: HOME Administration (\$28,500); Community Housing Development Organization Set-aside (\$42,750); Down Payment Assistance (\$50,000); and

Housing Rehabilitation (\$163,750).

The City will consider any comments or views of citizens, agencies or units of local government received in writing and orally at the Public Hearing scheduled for December 9, 2019. Written comments will additionally be accepted in the Community Development Division through December 23, 2019. A summary of any comments or reviews accepted will be attached to the final action plan.

Comments related to this NOTICE may be sent to or delivered to City Hall, First Floor, Community Development/Department of Urban Development, 200 Forrest Street, Hattiesburg, MS 39401.

If you have any questions regarding this information, please contact the Department at (601) 545-4675. To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate may contact the Department of Urban Development at (601) 545-4675; or e-mail shall@hattiesburgms.com in advance of the hearing to make arrangements.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: /s/ Kermas Eaton
CITY CLERK

Toby Barker, Mayor

Published Nov 21, 28, 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: 426 Published 2 times

Date 1st Published: Nov 21 Amt: 51.12

Date 2nd Published: Nov 28 Amt: 42.60

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 93.72

Proof of Publication Fee: 3.00

TOTAL: 96.72

(signed) Hazel Brown
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 28th
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 - Public Hearing Amendmen
- ☐ Invoice #: 95129
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING AND PUBLIC COMMENT PERIOD CITY OF HATTIESBURG 2016, 2017, AND 2018 ACTION PLAN AMENDMENTS

NOTICE is hereby given that the City of Hattiesburg Department of Urban Development has scheduled a public hearing for Monday, December 9, 2019 at 5:30 p.m. in the City Council Chambers of City Hall for the purpose of affording citizens of Hattiesburg an opportunity to present their views on the proposed amendments to the City of Hattiesburg's 2016, 2017, and 2018 Action Plans related to its CDBG and HOME programs.

Action Plan Amendments:

Redirect any remaining HOME funds allocated in 2016 for Administration, and instead utilize funds toward Housing Programs. Estimated at \$4,110.

Redirect any remaining HOME funds allocated in 2017 for Administration, and instead utilize funds toward Housing Programs. Estimated at \$12,374.

Redirect any remaining HOME funds allocated in 2018 for Administration, and instead utilize funds toward Housing Programs. Estimated at \$15,704.

Redirect any remaining CDBG funds allocated in 2016 for Administration, and instead utilize funds toward Housing Programs. Estimated at \$16,677.

Redirect any remaining CDBG funds allocated in 2017 for Administration, and instead utilize funds toward Housing Programs. Estimated at \$35,329.

Revise the 2018 Action Plan to add Public Facility Acquisition and/or Improvement as an allowable and planned CDBG activity; redirect remaining CDBG funds for 2018 Administration (Estimated \$47,002) and redirect a portion of CDBG Housing Program funding (Estimated \$177,998) to fund new project type. Estimated at \$225,000.

All interested citizens, particularly those of low, very low, and extremely low income, minorities, residents of public housing, and those with mobility, visual and hearing impediments, are urged to attend. If you should have any questions regarding the above hearing, please contact the Department of Urban Development at (601) 545-4675. To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate may contact the Department of Urban Development at (601) 545-4675; or e-mail shall@hattiesburgms.com in advance of the hearing to make arrangements.

Comments related to the Action Plan Amendments and/or the City of Hattiesburg's Housing and Community Development needs may be mailed to the City of Hattiesburg, Department of Urban Development, Community Development Division, P.O. Box 1898, Hattiesburg, MS 39403-1898, or delivered to City Hall, First Floor, Department of Urban Development, 200 Forrest Street, Hattiesburg, MS. Comments on the topic(s) outlined above will be considered through December 23, 2019.

PUBLISHED by Order of the Council on this, the 19th day of November, 2019.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: /s/ Kermas Eaton
CITY CLERK

Toby Barker, Mayor

Published Nov 21, 28, 2019

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NOTICE: On Monday, December 9, the City of Hattiesburg will host a public hearing at 5:30 p.m. in the City Council Chambers of City Hall (200 Forrest Street) for citizens to provide feedback on the proposed amendments to the City of Hattiesburg's 2016, 2017, and 2018 Action Plans related to its CDBG and HOME programs, as well as the 2020 Action Plan.

The public notices can be found online at:

- <http://www.hattiesburgms.com/.../PUBLIC-HEARING-NOTICE-End-of-...>
- <http://www.hattiesburgms.com/.../NOTICE-OF-PUBLIC-HEARING-202...>

Public comments on the topic will be taken until December 23, 2019.



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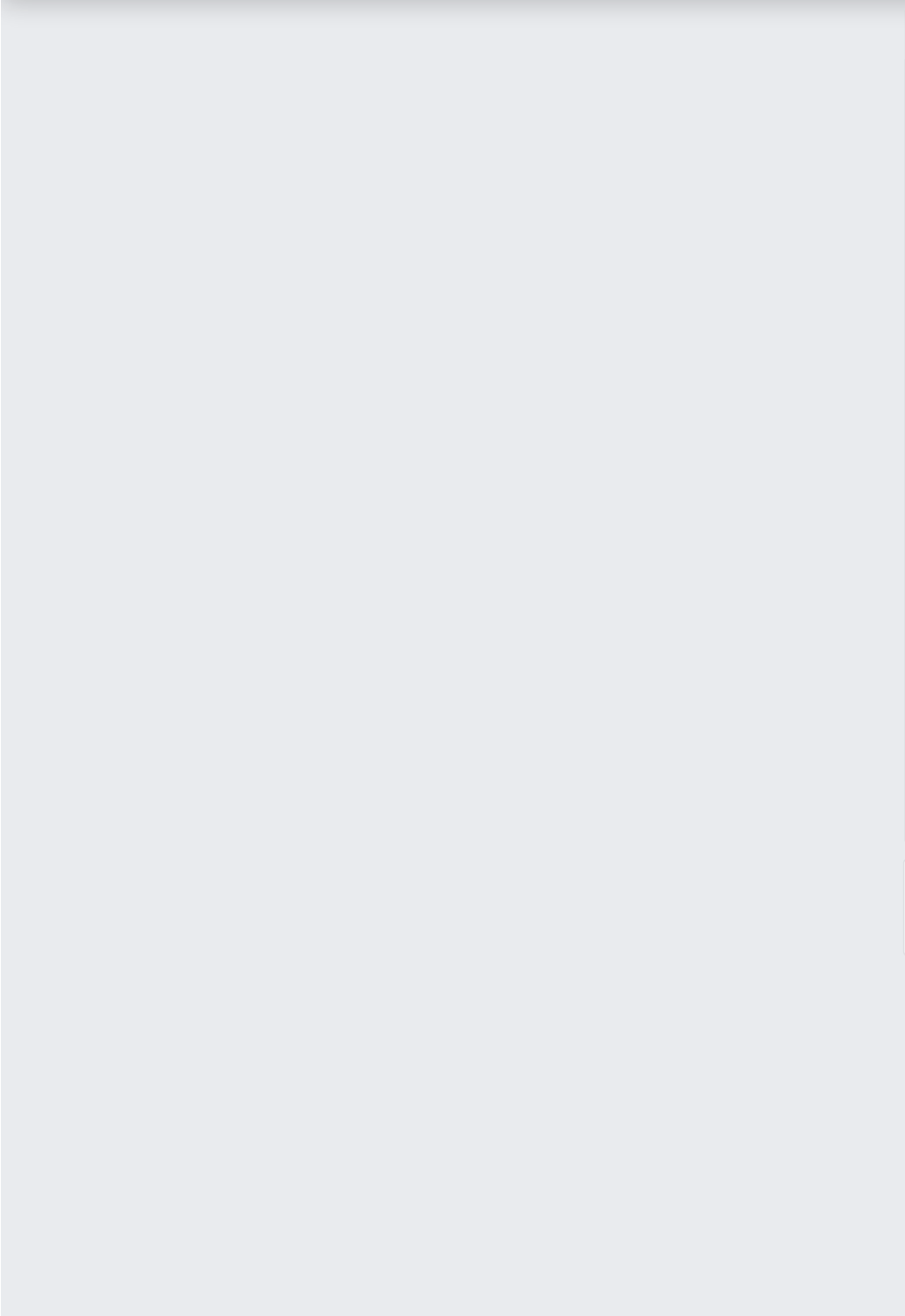
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Public Hearing: 2016, 2017 & 2018 Action Plan Amendments

COMMUNITY CALENDAR

There is never a shortage of things to do or see in the Hub City. If you are looking for something to do, we encourage you to check out the events listed here.

If you would like to add your own event, you can do that by clicking [here](#). Please see the following guidelines for submitting an event:

- ☐ Listed events must have a point of contact or link for more information (website, ticketing vendor or Facebook page).
- ☐ All events will be submitted for review before being published, with approval in 24-48 hours. If an event is not approved, you will be contacted.
- ☐ A photo for uploading is helpful, but not required.
- ☐ All events should take place in the City of Hattiesburg.
- ☐ The City of Hattiesburg reserves the right to approve or deny any event listing and to edit the content submitted.
- ☐ The posting of an event does not provide for the event being endorsed through the status of being “city-sanctioned” (by City Council) or “city-sponsored.” However, both city-sanctioned and city-sponsored events will also be listed here.

NOTE: Submitting an event for publication on the calendar is not the same as filing for a permit to host an event on city property, streets or needs traffic support. For permits, you'll need to submit a permit application to the Hattiesburg City Council. A permit application can be downloaded here: [Event & Parade Permits](#).

09 December Monday

Public Hearing: 2016, 2017 & 2018 Action Plan Amendments

09 December 2019, 17:30 - 09 December 2019, 18:30

[City Hall – City Council Chambers](#), 200 Forrest Street
Hattiesburg, MS 39401 United States

[All Events](#)

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NOTICE is hereby given that the City of Hattiesburg Department of Urban Development has scheduled a public hearing on December 9, 2019 at 5:30 p.m. in the City Council Chambers of City Hall for the purpose of affording citizens of Hattiesburg views on the proposed amendments to the City of Hattiesburg's 2016, 2017, and 2018 Action Plans related to its Comments will be considered through December 23, 2019.

A copy of the public notice can be found at <http://www.hattiesburgms.com/wp-content/uploads/PUBLIC-HEARING-Amendment-2018-Amendment.pdf>.

[+ Google Calendar+ iCal Export](#)

Details

Date: December 9

Time: 5:30 pm - 6:30 pm

Cost: Free

Event Category [Public Meeting](#)

Venue

Venue Name: [City Hall – City Council Chambers](#)

Address: 200 Forrest Street

Hattiesburg, MS 39401 United States

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Phone: 601-545-4675

Organizer

Organizer Name: [Urban Development](#)



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December 09, 2019

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Public Hearing: 2020 Action Plan

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Public Hearing: 2020 Action Plan

09 December 2019, 17:30 - 09 December 2019, 18:30

[City Hall – City Council Chambers](#), 200 Forrest Street
Hattiesburg, MS 39401 United States

[All Events](#)

[+ Google Calendar+ iCal Export](#)



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A Public Hearing is scheduled for December 9, 2019 at 5:30 p.m. in the City Council Chamber of City Hall at 200 Forrest Street, Hattiesburg, MS 39401. Public Comments on the topic will be taken between December 9, 2019 and December 23, 2019.

The public notice can be found online at: <http://www.hattiesburgms.com/wp-content/uploads/NOTICE-OF-PUBLIC-HEARING-2020-ACTION-PLAN.pdf>

[+ Google Calendar](#) [+ iCal Export](#)

Details

Date: December 9

Time: 5:30 pm - 6:30 pm

Cost: Free

Event Category [Public Meeting](#)

Website: <http://www.hattiesburgms.com/wp-content/uploads/NOTICE-OF-PUBLIC-HEARING-2020-ACTION-PLAN.pdf>

Venue

Venue Name: [City Hall – City Council Chambers](#)

Address: 200 Forrest Street

Hattiesburg, MS 39401 United States

[+ Google Map](#)

Phone: 601-545-4675

Organizer

Organizer Name: [Urban Development](#)



previous

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Related Events



[Public Hearing: 2016, 2017 & 2018 Action Plan Amendments](#)

December 09, 2019

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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

Hello,

The City of Hattiesburg's Department of Urban Development has two public comment periods open related to the CDBG and HOME programs. We will be hosting a public hearing on **Monday, December 9, 2019 at 5:30 p.m.** in the City Council Chamber of City Hall (200 Forrest St).

Input gathered at the hearing and through December 23, 2019 will help determine how these grant funds are used in the community.

The enclosed flyers have more information regarding the details of each public comment period and the public hearing. We encourage you to attend the public hearing if available and hope you would pass along this information to your colleagues, clients, and community.

Please contact Stephanie Hall Campos at 601-545-4675 or shall@hattiesburgms.com if you have any questions. Thank you for your help.

Sincerely,

Andrew Ellard
Director of Urban Development

PUBLIC HEARING

2016, 2017, and 2018 Action Plan Amendments

The **City of Hattiesburg Department of Urban Development** has scheduled a public hearing for the purpose of affording citizens of Hattiesburg an opportunity to present their views on the proposed amendments to the City of Hattiesburg's 2016, 2017, and 2018 Action Plans related to its CDBG and HOME programs.

Action Plan Amendments:

- Redirect any remaining HOME funds allocated in 2016 for Administration, and instead utilize funds toward Housing Programs. Estimated at \$4,110.
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**December
9, 2019**

5:30pm

**City Council
Chamber of
City Hall**

**200 Forrest St.
Hattiesburg, MS**

**FOR MORE INFORMATION
OR TO REQUEST
ACCOMMODATIONS**

Contact

City of Hattiesburg
Department of Urban
Development

601-545-4675

shall@hattiesburgms.com



PUBLIC HEARING

2020 Action Plan for Housing & Community Development Block Grant (CDBG & HOME) Programs

The City of Hattiesburg, Mississippi anticipates receipt of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program funds from the U.S. Department of Housing and Urban Development in January 2020 or soon thereafter. These funds are estimated to total approximately \$847,000. The funds will be used to meet the primary objectives of the Housing and Urban Development Act of 1974, as amended, by providing access to affordable, decent, safe and sanitary housing and a suitable living environment and expanding economic opportunities for persons, of low and moderate-income.

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**December
9, 2019**

5:30pm

**City Council
Chamber of
City Hall**

**200 Forrest St.
Hattiesburg, MS**

**FOR MORE INFORMATION
OR TO REQUEST
ACCOMMODATIONS**

Contact

City of Hattiesburg
Department of Urban
Development

601-545-4675

shall@hattiesburgms.com



Citizen Participation
End of Year Amendment – PY 2016, 2017, and 2018
& 2020 Action Plan Preparation

On November 21 and 28, 2019, the city published notices for public hearings to concurrently consider amendments to the 2016, 2017, and 2018 Action Plans and to prepare for the 2020 Action Plan. The public hearing was held at 5:30 p.m. in the City Council chamber of City Hall on December 9, 2019.

In addition to newspaper publications, the city utilized its website community calendar and its Facebook page to provide notice of the hearing and comment period. Notices were also picked up by the Impact paper and WDAM, both of which advertised the upcoming hearing on their websites. City staff also sent letters out to neighborhood associations and churches to generate additional interest.

Prior to the hearing, the city received several completed comment forms and a letter of support from a neighborhood association. The hearing itself was very well-attended with 29 citizens and 9 staff members. At the hearing, several other comment forms were gathered, and after the hearing, more written comments were received from an elected official and another neighborhood association. All letters and comment forms received along with input received at the hearing are taken into consideration and attached.

Minutes of the Public Hearing

The hearing began at 5:30pm and was led by staff member, Andrew Ellard. Presentation slides are also attached. The presentation included an introduction of Community Development staff and an explanation that we were holding two hearings concurrently – one to consider amendments proposed to the 2016, 2017, and 2018 Action Plans, and one to consider possibilities for the 2020 Action Plan. The presentation included a summary description of some types of projects that the city has undertaken in the past with both CDBG and HOME and a history since 2016 of the formula-driven amounts allocated to the City. Mr. Ellard showed a project-type breakdown of how funds were allocated in the 2018 and 2019 Action Plans and how the public notice presented the 2020 allocation to be broken down. It was reiterated that this was only a draft based on the prior year's plan, and was only meant as a starting point for conversation and to get input as it relates to 2020.

Next, the presentation included a description (based on the public notice) of what funds from 2016, 2017, and 2018 were proposed to be amended. The 2016 and 2017 amendments constitute a minor amendment and are purely "housekeeping" meant to shift unused Admin funds in both CDBG and HOME for use in Housing Programs. The proposed amendment to the 2018 Plan constitutes a substantial amendment in that it proposes to add a new project type – Public Facilities – that was not previously indicated in the 2018 Plan. This proposal came as a result of input from certain community members, the city's administration, and elected officials discussing possibilities for public community spaces (buildings) that could serve various purposes like community centers, meeting halls, and possibly facilitating public services to low income neighborhoods where they may be located.

Citizens were then asked to provide input by way of the forms provided or through an interactive exercise. Maps of various parts of the city were placed around the room, and attendees were given pens and labels with which they could indicate how they would allocate funds throughout the city. Each person was given 10 labels, representing \$100,000 each. Many, but not all, participated in the interactive portion, and staff tabulated results based on Ward and project types specified. Pictures

were taken of each board in order to consider the data more closely if needed. The results in map form are attached (but note: it only represents the input of those at the hearing and those that participated).

During the hearing, citizens asked questions about the amount of funds received each year and asked if prior year action plans were available. Staff explained the nature of the formula-driven grants and responded that we would be glad to provide copies or access to prior year action plans at any time. Some citizens had questions specific to their own situations regarding eligibility for assistance, and staff present were able to privately meet with those individuals and get basic information with which to follow up later in the week. Throughout the interactive portion of the hearing, staff were available to help citizens with questions to help guide them as needed in presenting their ideas on the maps.

The hearing concluded at 6:25pm.

Citizen Participation Result / Summary

Input received supports the premise of the proposed 2016, 2017, and 2018 amendments. The minor amendments (2016 and 2017) will be processed as originally proposed and the 2018 amendment (substantial) will be drafted as originally proposed and presented to the City Council on February 4, 2020 for final local consideration.

The sum of all comments would suggest that housing needs – repair and rehabilitation of substandard housing – are still perceived as the greatest need. However, there were a considerable number of comments calling for public facility type projects. Street work, sidewalks, and demolition of blighted properties were also noted multiple times. It is likely that the draft 2020 Action Plan, when presented, will differ from what was presented in the public notice leading up to this comment period. The City will continue to consider these comments and all other resources available in preparing the draft.

###

City of Hattiesburg

Department of Federal & State Programs

Community Development Division

Petra Wingo, Division Manager

Dequandra Johnson, Special Projects

Kévin Jordan, Housing Coord.

Robert Jones, Housing Inspector

Tonya Jordan, Neighborhood Coord.

Kim Townsend, Homelessness Coord.

Stephanie Campos, Public Engagement Coord.

Andrew Ellard, Director of Urban Dev.

Programs

CDBG

- ◉ Housing Repair & Rehabilitation
- ◉ Demolition
- ◉ Public Services
- ◉ Microenterprise Assistance
- ◉ Façade Improvements & Commercial Rehabs
- ◉ Infrastructure
- ◉ Public Facilities

HOME

- ◉ Affordable Housing
- ◉ Downpayment Assistance
- ◉ Housing Repair & Rehabilitation

Funding History

	CDBG	HOME
2016	\$497,253	\$217,807
2017	\$507,809	\$212,951
2018	\$560,001	\$317,860
2019	\$561,417	\$284,296
2020	\$562,000*	\$285,000*

*estimated

Goal Name	2018 Action Plan Summary	2019 Action Plan Summary	2020 Action Plan Proposed Funding
Housing Programs (including Affordable Housing)	CDBG: \$448,001 HOME: \$236,064	CDBG: \$389,114 HOME: \$205,867	CDBG: \$389,600 HOME: \$206,500
Demolition	CDBG: \$ -0-	CDBG: -0-	CDBG: -0-
Down Payment Assistance	HOME: \$50,000	CDBG: \$50,000	CDBG: \$50,000
Public Facility	CDBG: \$ -0-	CDBG: -0-	CDBG: -0-
Infrastructure	CDBG: \$ -0-	CDBG: -0-	CDBG: -0-
Public Services	CDBG: \$ -0-	CDBG: -0-	CDBG: -0-
Homeless & Special Needs Housing Units	CDBG: \$ -0-	CDBG: -0-	CDBG: -0-
Economic Development	CDBG: \$ -0-	CDBG: \$30,000	CDBG: \$30,000
Commercial Rehabilitation	CDBG: \$ -0-	CDBG: \$30,000	CDBG: \$30,000
Administration	CDBG: \$112,000 HOME: \$31,786	CDBG: \$112,283 HOME: \$28,429	CDBG: \$112,400 HOME: \$28,500

Proposed End-of Year Amendments

From	Estimated Amount	To
2016 HOME Administration	\$4,110	2016 HOME Housing Prog.
2017 HOME Administration	\$12,374	2017 HOME Housing Prog.
2018 HOME Administration	\$15,704	2018 HOME Housing Prog.
2016 CDBG Administration	\$16,677	2016 CDBG Housing Prog.
2017 CDBG Administration	\$35,329	2017 CDBG Housing Prog.
2018 CDBG Administration	\$47,002	2018 CDBG Public Facilities
2018 CDBG Housing Prog.	\$177,998	2018 CDBG Public Facilities

We Need Your Input

- Forms for detailed comments are available for both the end-of-year amendment proposed as well as the 2020 Action Plan.
- INTERACTIVE:
 - Each post-it represents \$100,000.
 - Note on your post it what project area Community Development funds should focus on (see abbreviations below).
 - Place on the map specifically in the area or neighborhood where you think the focus should be placed.

How would you spend \$1-million?

● Legend:

- H – Housing Repair or Rehab
- N – NEW Affordable Housing
- R – Affordable Rental Units
- D – Demolition or Blight
- F – Public Facilities
- S – Infrastructure – Sidewalks
- ID – Infrastructure – Drainage
- IS – Infrastructure – Streets
- E – Economic Development (micro)
- C – Commercial Rehab
- V – Public Services (non-profit services)
- O – Other (please provide notes)



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 16, 2019

Mr. Andrew Ellard
Director of Urban Development
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Re: U.S. Housing and Urban Development 2016, 2017, and 2018 Action Plan Amendments related to CDBG and HOME Programs

Dear Mr. Ellard:

Please accept this letter as my support of the proposed Amendments to the above referenced Action Plan for the City of Hattiesburg's CDBG and HOME Programs.

I would like to see a social services facility to support the needs of the community along with housing projects located in areas of Ward 2 that have not recovered from hurricane Katrina, the 2013 tornado, the 2017 and recent flood incidents.

Thank you,

Deborah Delgado
Councilwoman, Ward 2

Ellard, Andrew

From: TORSKY WILLIAMS <luckytorsk@aol.com>
Sent: Monday, December 23, 2019 4:09 PM
To: Ellard, Andrew
Cc: Ajones@hattiesburgms.com
Subject: Public Facility Mobile-Bouie Neighborhood Association

To: The City Of Hattiesburg
From: Mobile-Bouie Neighborhood Association

It is with great pleasure and anticipation that we write this letter in support of CDBG funds to be used to rehab vacant buildings into public facilities in the Mobile-Bouie Neighborhood community. These rehab public facilities will bring much needed resources to our community. This investment will yield dividends in the lives of future generations. Thanks for all that you do to continue the growth and revitalization of The Historic Mobile-Bouie Community

Mr. Melvin L. Williams President
Sent from my iPhone

K J D N A

Katie-John-Dabbs Neighborhood
913 Dabbs St. Suite A
601 408-2105
Regreen271@comcast.net
[Website]

December 9, 2019

Hattiesburg City Council
Street Address, City, ST ZIP Code

Dear ladies and gentlemen,

We are writing this letter to express our support for the use of the surplus CBDG funds. For the purpose of developing a community center on Dabbs ST. we support the enhancement of the community and the continuing development of the area. This area is vital to the community, the community Center would provide a twofold opportunity. First it would provide a place within the community for resident's gathering, meeting. It would also provide an opportunity to continue to build the partnership with William Carey university. They have been and will be further engaged with the area. It would provide a place for further outreach into the community for the university.

Warm regards,

Robert Green
Executive Director



COMMENT FORM
2020 Action Plan for Housing
Community Development Block Grant [CDBG & HOME] Programs

Date:

Name:

Address:

Telephone:

Email:

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). See written comments to the Community Development Division by December 23, 2019.

Comments:

We need a place where the kids in the community need sports, better activities to stay out of trouble.

Use back of this form for additional comments, if nec

How did you hear about this meeting?

☐ Newspaper ☐ Social Media ☐ Flyer ☒ Word of Mouth ☐ Direct Mail

Please share your suggestions on improving the way these meetings are conducted:

City of Hattiesburg Department of Urban Development

200 Forrest Street • Hattiesburg, MS 39403 • 601.554.1006 • www.hattiesburgms.com



COMMENT FORM
2020 Action Plan for Housing
Community Development Block Grant [CDBG & HOME] Programs

Date: 11-06-19
Name: Silas Myers
Address: P O Box 524 Hattiesburg, MS 39403
Telephone: 601 670 9510
Email: _____

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). See written comments to the Community Development Division by December 23, 2019.

Comments: We Need A Meeting & Greeting Place etc.

Use back of this form for additional comments, if nec

How did you hear about this meeting?

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COMMENT FORM
2020 Action Plan for Housing
Community Development Block Grant [CDBG & HOME] Programs

Date: 12-6-19

Name: Peterson, Shamer

Address: 102 Woodside Dr. Petal, MS

Telephone: 601-913-5643

Email: shimmie3000@gmail.com

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). See written comments to the Community Development Division by December 23, 2019.

Comments: We do need a meet n greet in this
Neighborhood

Use back of this form for additional comments, if nec

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COMMENT FORM
2020 Action Plan for Housing
Community Development Block Grant [CDBG & HOME] Programs

Date: 12-6-19

Name: Anthony Evans

Address: 913 Franklin

Telephone: 601-606-1648

Email: _____

Please provide any comments below on the City's plan. Your comments are important and will be included the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). See written comments to the Community Development Division by December 23, 2019.

Comments: To make a community
for city

Use back of this form for additional comments, if nec

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COMMENT FORM
2020 Action Plan for Housing
Community Development Block Grant [CDBG & HOME] Programs

Date: 11-6-19

Name: ANTHONY D. ROBERTS

Address: 108 ASTER AVE

Telephone: 601-270-8002

Email: _____

Please provide any comments below on the City's plan. Your comments are important and will be included the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). See written comments to the Community Development Division by December 23, 2019.

Comments: _____

Use back of this form for additional comments, if nec

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COMMENT FORM
2020 Action Plan for Housing
Community Development Block Grant [CDBG & HOME] Programs

Date: _____

Name: James Rogers

Address: 113 Baxter St.

Telephone: 601-606-3598

Email: _____

Please provide any comments below on the City's plan. Your comments are important and will be included the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). See written comments to the Community Development Division by December 23, 2019.

Comments: We need this !!

Use back of this form for additional comments, if nec

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COMMENT FORM
2020 Action Plan for Housing
Community Development Block Grant [CDBG & HOME] Programs

Date: _____

Name: Theresa Jones

Address: 402 Cypress Ave

Telephone: 601-549-4216

Email: _____

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). See written comments to the Community Development Division by December 23, 2019.

Comments: _____

Use back of this form for additional comments, if nec

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Katie John Dabb

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COMMENT FORM
2020 Action Plan for Housing
Community Development Block Grant [CDBG & HOME] Programs

Date: 12/6/19

Name: Shantell Ary

Address: 1206 Dabb Street

Telephone: 601 434-8164

Email: ~~and~~ aryshantell@gmail.com

Please provide any comments below on the City's plan. Your comments are important and will be included the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). See written comments to the Community Development Division by December 23, 2019.

Comments: _____

Use back of this form for additional comments, if nec

How did you hear about this meeting?

☐ Newspaper ☐ Social Media ☐ Flyer ☐ Word of Mouth ☐ Direct Mail ☒ other Katie Schiv - Data

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COMMENT FORM
2020 Action Plan for Housing
Community Development Block Grant [CDBG & HOME] Programs

Date: 12-6-2019

Name: Warren Clinton III

Address: 2603 Pickwick Pl

Telephone: 601 307-8161

Email: _____

Please provide any comments below on the City's plan. Your comments are important and will be included the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). See written comments to the Community Development Division by December 23, 2019.

Comments: _____

Use back of this form for additional comments, if nec

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COMMENT FORM
2020 Action Plan for Housing
Community Development Block Grant [CDBG & HOME] Programs

Date: _____

Name: ANGELA M. TODD

Address: 520 E 7th St.

Telephone: 601 874-4841

Email: _____

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). See written comments to the Community Development Division by December 23, 2019.

Comments: Would be nice and give the kids
a future!

Use back of this form for additional comments, if nec

How did you hear about this meeting?

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COMMENT FORM
2020 Action Plan for Housing
Community Development Block Grant [CDBG & HOME] Programs

Date: 12/6/19
Name: Rose Bridges
Address: 207 Hartfield Rd #19
Telephone: (601) 402-1055
Email: zlvwlee657@gmail.com

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). See written comments to the Community Development Division by December 23, 2019.

Comments: We would like to have us
A community center on Dabb St.

Use back of this form for additional comments, if nec

How did you hear about this meeting?

☐ Newspaper ☐ Social Media ☐ Flyer ☐ Word of Mouth ☐ Direct Mail

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COMMENT FORM
2020 Action Plan for Housing
Community Development Block Grant [CDBG & HOME] Programs

Date: _____

Name: Joseph Banks

Address: 107 FOXFIRE Apt 1

Telephone: (601) 307-6709

Email: _____

Please provide any comments below on the City's plan. Your comments are important and will be included the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). See written comments to the Community Development Division by December 23, 2019.

Comments: IDEA for community center for
DABBS ST AREA

Use back of this form for additional comments, if nec

How did you hear about this meeting?

☐ Newspaper ☐ Social Media ☐ Flyer ☒ Word of Mouth ☐ Direct Mail

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COMMENT FORM
2020 Action Plan for Housing
Community Development Block Grant [CDBG & HOME] Programs

Date: 12-6-19

Name: Willie BEAN

Address: 500 TURCAN AVE

Telephone: 601-543-8774

Email: _____

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). See written comments to the Community Development Division by December 23, 2019.

Comments: COMMUNITY ENHANCEMENT

Use back of this form for additional comments, if nec

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COMMENT FORM
2020 Action Plan for Housing
Community Development Block Grant [CDBG & HOME] Programs

Date: _____

Name: Leotis Morris

Address: 1107 Dabbs St

Telephone: (601) 596-44-97

Email: _____

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). See written comments to the Community Development Division by December 23, 2019.

Comments: We really need it

Use back of this form for additional comments, if nec

How did you hear about this meeting?

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COMMENT FORM
2020 Action Plan for Housing
Community Development Block Grant [CDBG & HOME] Programs

Date: _____

Name: Berry Hill

Address: 926 Dabbs St.

Telephone: 731-402-2010

Email: _____

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). See written comments to the Community Development Division by December 23, 2019.

Comments: Something good to do for the
community and the kids

Use back of this form for additional comments, if nec

How did you hear about this meeting?

☐ Newspaper ☐ Social Media ☐ Flyer ☐ Word of Mouth ☐ Direct Mail

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COMMENT FORM
2020 Action Plan for Housing
Community Development Block Grant [CDBG & HOME] Programs

Date: _____

Name: Zinnia V. Jackson

Address: 908 Dabbs Street

Telephone: 601-447-3269

Email: _____

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). See written comments to the Community Development Division by December 23, 2019.

Comments: _____

Use back of this form for additional comments, if nec

How did you hear about this meeting?

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COMMENT FORM
2016, 2017, & 2018 Action Plan Amendments
Community Development Block Grant [CDBG & HOME] Programs

Date: 12/9/19
Name: Melvin L. Williams
Address: 422 Mobile St. Hattiesburg
Telephone: 601-447-7102
Email: ~~Forstey~~ melvin.williams@ssa.gov

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). Send written comments to the Community Development Division by December 23, 2019.

Comments: C. Commercial Behav- Nicholson Temple Church
Mobile St. Hattiesburg MS
Old Smith Drug Store
Mobile St. Hattiesburg MS
D - Demolition - Vacant Houses + Mobile - Bowie Neighborhood

Use back of this form for additional comments, if necessary.

How did you hear about this meeting?

☐ Newspaper ☐ Social Media ☐ Flyer ☒ Word of Mouth ☐ Direct Mail

Please share your suggestions on improving the way these meetings are conducted:

none @ present. Maybe at the neighborhood
meetings.

City of Hattiesburg Department of Urban Development

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COMMENT FORM
2016, 2017, & 2018 Action Plan Amendments
Community Development Block Grant [CDBG & HOME] Programs

Date: 12/9/2019
Name: Linda W. Williams
Address: 1212 Dewey St
Telephone: 601-325-4204
Email: _____

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). Send written comments to the Community Development Division by December 23, 2019.

Comments: _____
N - Affordable Housing
D - Demo
O - Other
F - Health Facilities
ID -

Use back of this form for additional comments, if necessary.

How did you hear about this meeting?

☐ Newspaper ☐ Social Media ☐ Flyer ☒ Word of Mouth ☐ Direct Mail

Please share your suggestions on improving the way these meetings are conducted:

More Room

City of Hattiesburg Department of Urban Development

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COMMENT FORM
2016, 2017, & 2018 Action Plan Amendments
Community Development Block Grant [CDBG & HOME] Programs

Date: 12-9-19

Name: Janice Johnson

Address: 37 Forrest Dr. Hattiesburg, MS. 39402

Telephone: 601-325-0885

Email: janicejohnson48@gmail.com

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). Send written comments to the Community Development Division by December 23, 2019.

Comments: I would like to see that it would be easier for
single parent homes with water damage to get help on
fixing their homes. When the insurance don't cover
the cost of damage, there should be a place were
single parents or single people to get a grant without
a whole lot of paper work or the run around about
funding in the area they live in. I live in
Rainbow Springs and we get left out on a
whole lot of projects that we need in our
community as a whole. We need the help we
deserve to make things better for myself.

Use back of this form for additional comments, if necessary.

How did you hear about this meeting? my church

☐ Newspaper ☐ Social Media ☐ Flyer ☐ Word of Mouth ☐ Direct Mail

Please share your suggestions on improving the way these meetings are conducted:

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COMMENT FORM

2020 Action Plan for Housing

Community Development Block Grant [CDBG & HOME] Programs

Date: 12/9/19
Name: Paula K. Smith
Address: 403 McSwain Street Hattiesburg, MS 39401
Telephone: (601) 329-1338
Email: PaulaSmith1338@gmail.com

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). Send written comments to the Community Development Division by December 23, 2019.

Comments: To Whom It May Concern, I'm a Resident of Ward 2, I'm also a home-owner I've been on a waiting list for over 10+ years. I've spoke with numerous people even John Barker, his secretary, still nothing but broken promises of getting back with me. I'm in need of assistance ASAP, I'm sure I'm not the only one. I think that the funds should be spent on housing repair & rehab. Seems you guys are more concerned with bringing the train through the area than restoring helping low income families

Use back of this form for additional comments, if necessary.

How did you hear about this meeting?

☐ Newspaper ☐ Social Media ☐ Flyer ☐ Word of Mouth ☒ Direct Mail

Please share your suggestions on improving the way these meetings are conducted:

City of Hattiesburg Department of Urban Development



COMMENT FORM
2020 Action Plan for Housing
Community Development Block Grant [CDBG & HOME] Programs

Date: 12/9/19
Name: Robert Green
Address: 613 Charles St
Telephone: 601 408-2105
Email: REGreen211@Comcast.net

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). Send written comments to the Community Development Division by December 23, 2019.

Comments: I would like to see the surplus fund used to
Purchase & Rehab the building on Debbs St. once completed
It should be a community center. This would provide an
Anchor on the south end of the Development of the Area,
with the museum on the North end of the Area. The center
would provide a meeting & gathering place within the community.
that is a much need Building for the community. There is a
need for infrastructure, street repairs, and Economic Development

Use back of this form for additional comments, if necessary.

How did you hear about this meeting?

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City of Hattiesburg Department of Urban Development



COMMENT FORM
2020 Action Plan for Housing
Community Development Block Grant [CDBG & HOME] Programs

Date: 12/9/2019
Name: Judy Mellard - Hattiesburg Housing Authority
Address: 515 E. 4th St, Hattiesburg, MS 39401
Telephone: 601-583-1881
Email: Jmellard@hattiesburgms.com

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). Send written comments to the Community Development Division by December 23, 2019.

Comments: (None - I noted on the maps)

Use back of this form for additional comments, if necessary.

How did you hear about this meeting?

☐ Newspaper ☒ Social Media ☐ Flyer ☐ Word of Mouth ☐ Direct Mail

Email

Please share your suggestions on improving the way these meetings are conducted:

City of Hattiesburg Department of Urban Development



COMMENT FORM

2020 Action Plan for Housing

Community Development Block Grant [CDBG & HOME] Programs

Date: 12-9-19
Name: Fenessa A. Halsell
Address: 1511 McINNIS Avenue
Telephone: 601 447-8779
Email: 7.halsell@yahoo.com / 2rleanah54@gmail.com

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). Send written comments to the Community Development Division by December 23, 2019.

Comments: First the Old Eaton School on McINNIS Ave. needs to be demolished, it is a hazard and is non-functional. There is a need for housing rehab and repairs on the Dead End Street of McINNIS Avenue. We were promised help with new roofs and windows with the TWIN-FORK Project but have not received any assistance. Also our Street in this area has not been repaved since the 1972 Floods. We definitely need Housing Repairs, Infrastructure for Streets and Demolition of Eaton School

Use back of this form for additional comments, if necessary.

How did you hear about this meeting?

☐ Newspaper ☐ Social Media ☐ Flyer ☒ Word of Mouth ☐ Direct Mail

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Mailing List for Active Voters

City of Hattiesburg Department of Urban Development



COMMENT FORM
2020 Action Plan for Housing
Community Development Block Grant [CDBG & HOME] Programs

Date: 12-09-19

Name: Ernestine Plummer

Address: 800 Edwards St

Telephone: 228-213-3146

Email: ErnestinePlummer@yahoo.com

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). Send written comments to the Community Development Division by December 23, 2019.

Comments: I need Housing Repair done I have
work that was not done from the storm
two years ago

H

Use back of this form for additional comments, if necessary.

How did you hear about this meeting?

☐ Newspaper ☒ Social Media ☐ Flyer ☐ Word of Mouth ☐ Direct Mail

Please share your suggestions on improving the way these meetings are conducted:

It was fine the speaker did a great job.

City of Hattiesburg Department of Urban Development



COMMENT FORM

2020 Action Plan for Housing

Community Development Block Grant [CDBG & HOME] Programs

Date: 12/09/19
Name: Marcus Johnson
Address: 101 Rosa Ave.
Telephone: (601) 620-6403
Email: mj6847554@gmail.com

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). Send written comments to the Community Development Division by December 23, 2019.

Comments: I would love to see more veterans be able to afford homes. Or get the homes we live in currently repaired. Our home needs some serious repairs on it, we have been living there for 9 years and my son and daughter complain about the house needing repairs but we can't afford it at the moment.

H-N-R-1D-1S-E

Use back of this form for additional comments, if necessary.

How did you hear about this meeting?

☐ Newspaper ☐ Social Media ☐ Flyer ☒ Word of Mouth ☐ Direct Mail

Please share your suggestions on improving the way these meetings are conducted:

City of Hattiesburg Department of Urban Development



COMMENT FORM

2020 Action Plan for Housing

Community Development Block Grant [CDBG & HOME] Programs

Date: 12-9-19
Name: Nera Woodland
Address: 319 W 4th St
Telephone: 601-594-4893
Email: _____

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). Send written comments to the Community Development Division by December 23, 2019.

Comments: We live in the historic district. Applied several years ago for home improvement grant every year they wrote to let me know I'm still on the list. There are some houses that need to be took down. Some streets need to be repaired. There are homeless that are living in the old houses some are starting fires. We need a lot of improvement to our neighborhood.

Use back of this form for additional comments, if necessary.

How did you hear about this meeting?

☐ Newspaper ☐ Social Media ☐ Flyer ☐ Word of Mouth ☒ Direct Mail

Please share your suggestions on improving the way these meetings are conducted:

City of Hattiesburg Department of Urban Development



COMMENT FORM
2020 Action Plan for Housing
Community Development Block Grant [CDBG & HOME] Programs

Date: Dec 9, 2019

Name: Brandy Barnett

Address: 319 West 4th St

Telephone: (601) 544-4893

Email: BrandyBarnett568@yahoo.com

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). Send written comments to the Community Development Division by December 23, 2019.

Comments: Old house need be update in my community
Those houses are sitting down on the
corners by the streets leading to the houses
where a lot of the homes windowed
inches like in and can't afford to repair
them

Use back of this form for additional comments, if necessary.

How did you hear about this meeting?

☐ Newspaper ☐ Social Media ☐ Flyer ☐ Word of Mouth ☒ Direct Mail

Please share your suggestions on improving the way these meetings are conducted:

City of Hattiesburg Department of Urban Development



COMMENT FORM
2020 Action Plan for Housing
Community Development Block Grant [CDBG & HOME] Programs

Date: 12-9-2019

Name: Larry & Felicia Williams

Address: 1507 Mc Innis Ave.

Telephone: (601) 292-0669

Email: LisaWill49@gmail.com

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). Send written comments to the Community Development Division by December 23, 2019.

Comments: We would like to see more Housing Repair our streets are in need of repair we stay at a dead end and we hardly get anything done we have to call the city our road is real bad they patch it and as soon as it rains it comes back up we would like to see more done about drainage our homes are old we try and repair ourselves but can't afford it we sign up for the program but its always no funds the people from the twin forks project came and inspected and went as far as to tell us that ^{they} ~~we~~ was going to help then the day before they was to come received a call saying no funds.

Use back of this form for additional comments, if necessary.

How did you hear about this meeting?

☐ Newspaper ☐ Social Media ☐ Flyer ☒ Word of Mouth ☐ Direct Mail

Please share your suggestions on improving the way these meetings are conducted:

The meeting was good it's always good to know about what's going on in our community

City of Hattiesburg Department of Urban Development



COMMENT FORM
2020 Action Plan for Housing
Community Development Block Grant [CDBG & HOME] Programs

Date: 12-
Name: JEROME Brown
Address: 95 Everglades Hattiesburg MS 39402
Telephone: 601 2700858
Email: cjbrown@thefirstbank.com

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). Send written comments to the Community Development Division by December 23, 2019.

Comments: The City has had a backlog of housing repair needs that need to be cleared in some form. I would like to hear about the process on how that is done. I believe that housing repair, new affordable housing, demolition/blight and public facilities are the most needed consideration for remaining available funds and more public investments. I believe infrastructure should be a public works effort with assistance from state/federal levels. I think we can leave economic development to the ADP, which also has low (micro) programs.

Use back of this form for additional comments, if necessary.

How did you hear about this meeting?

☐ Newspaper ☐ Social Media ☐ Flyer ☐ Word of Mouth ☐ Direct Mail ☒ Email

Please share your suggestions on improving the way these meetings are conducted:

City of Hattiesburg Department of Urban Development

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COMMENT FORM
2020 Action Plan for Housing
Community Development Block Grant [CDBG & HOME] Programs

Date: 12/9/2019
Name: Stella Mackala
Address: 316 West 7th St
Telephone: 601 544-6102(H) 601 467-5044(C)
Email: StellaMackala@yahoo.net

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). Send written comments to the Community Development Division by December 23, 2019.

Comments: Allocate funds for maintenance
Apartment bldg on South St
House on corner of W 8th & Providence
Hercules (all bldgs)
sidewalks
Street repair
do more licensing of commercial bldgs
Heavy repair for S's

Use back of this form for additional comments, if necessary.

How did you hear about this meeting?

☐ Newspaper ☐ Social Media ☐ Flyer ☒ Word of Mouth ☐ Direct Mail

Please share your suggestions on improving the way these meetings are conducted:

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COMMENT FORM
2020 Action Plan for Housing
Community Development Block Grant [CDBG & HOME] Programs

Date: 12-9-19
Name: Francine Clayton
Address: 603 John St
Telephone: 601-467-5907
Email: frangibbsclayton2015@gmail.com

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). Send written comments to the Community Development Division by December 23, 2019.

Comments: need my home repaired

Use back of this form for additional comments, if necessary.

How did you hear about this meeting?

☐ Newspaper ☒ Social Media ☐ Flyer ☐ Word of Mouth ☐ Direct Mail

Please share your suggestions on improving the way these meetings are conducted:

City of Hattiesburg Department of Urban Development

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COMMENT FORM
2020 Action Plan for Housing
Community Development Block Grant [CDBG & HOME] Programs

Date: 12-9-19

Name: CHARLES E EVANS

Address: 911 ATLANTA, ST

Telephone: 601-310-5803

Email: _____

Please provide any comments below on the City's plan. Your comments are important and will be included in the 2020 Action Plan and submitted to the U.S. Department of Housing and Urban Development (HUD). Send written comments to the Community Development Division by December 23, 2019.

Comments: H-HOUSING
O-HOMELESSNESS

Use back of this form for additional comments, if necessary.

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Please share your suggestions on improving the way these meetings are conducted:

City of Hattiesburg Department of Urban Development

200 Forrest Street • Hattiesburg, MS 39403 • 601.554.1006 • www.hattiesburgms.com



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, February 4, 2020

Re: Approve an Amended Policy and Procedure document for the administration of the Down Payment Assistance Program funded by HOME through the U.S. Department of Housing & Urban Development.
File Number: 2020-54
Minute Book #

Summary

This item seeks to amend the city's Down Payment Assistance Program in cooperation with HUD.

Recommendation Statement

I recommend the adoption of this amended Policy document.

Please place this on the February 4, 2020 City Council meeting for consideration.

Downpayment Assistance Program

Policies and Guidelines

With funding from the U.S. Department of Housing & Urban Development, the City of Hattiesburg administers a Downpayment Assistance (DPA) Program in accordance with its Consolidated Plan and applicable Annual Action Plans, and carries out the program in accordance with the policies and procedures outlined herein. The DPA Program, which will be administered by the City of Hattiesburg ("City") Department of Urban Development - Community Development Division (CDD), will utilize HOME Investment Partnership (HOME) Program funds as determined eligible in 24 CFR Part 92.205 and these policies that follow. Under this section, the City of Hattiesburg may use HOME funds to assist income-eligible homebuyers on certain costs related to the acquisition of a home.

Purpose

The goal of the Downpayment Assistance Program is to provide financial assistance to low- and very low-income households, acquiring their first home and to encourage successful, sustainable homeownership. Funds provided may be applied toward closing costs, downpayment, or in certain cases, a subsidy on the cost of a home such that it makes the home affordable.

This program is considered a "forgivable loan," which is not to be confused with a "grant." The City employs the Recapture provision that protects any HOME funding or direct assistance to the buyer that is created as a result of any HOME investment, and protects this amount for the applicable affordability period. For specifics on the Recapture provisions, please refer to the City's Recapture Policy, attached as Exhibit B.

Eligible Area

The Downpayment Assistance Program is not limited to certain areas of the City, but any home purchased with HOME assistance MUST be within the Hattiesburg corporate limits. Please refer to the Community Development Division for assistance in determining whether or not a house is in the corporate limits.

Note: While DPA is not limited to certain areas of the City, potential buyers should be aware of additional restrictions – particularly flood insurance requirements – that will be required of homes in a flood zone that are acquired using HOME assistance. The City can assist in determining whether or not a particular house is located in such a zone. In some instances, it may be necessary to attain a flood elevation certificate to determine with certainty if a particular house is in the flood zone or not. In such instances, the potential buyer (or seller) is responsible for ordering/attaining such a certificate as well as the associated cost.

Basic Requirements for Eligibility

- Household income must be less than 80% of the Area Median Income (AMI). Household income takes into consideration income sources for all occupants age 18 and older. Income sources taken into consideration include but are not limited to: earned income, tips, wages, retirement income, annuity income, Social Security income, disability income, income from investments, military income, pensions, etc. The City reviews income in accordance with the definition/method outlined in 24 CFR 5.609 and 24 CFR 92.203(b)(1).
- Housing Counseling. Clients must attend and complete – documented by a certificate – a housing-counseling course provided by a certified housing counselor. The course must have been completed no more than 12-months prior to executing a written agreement between the City and the buyer, and all residents that will be on the deed OR on the mortgage must complete the course. The Community Development Division can direct clients to approved housing counseling

providers – many of which offer services free of charge. If/when certified housing counselors charge a fee to the prospective buyer(s), they must abide by the requirements of 24 CFR 214.313.

- Qualify for a mortgage with a primary lender. The DPA Program is intended to supplement other financing in an effort to make acquisition affordable for the buyer. Clients will be required to allow information sharing between the City and their lending institution. Mortgages must be fixed-rate, for a term not to exceed 30-years.
- Credit History. The city will review credit reports for the applicant(s) to help identify applicants that may benefit from additional credit or financial counseling and may provide referrals as appropriate.
- Have no record of home ownership (anywhere) in the last three (3) years.
- Be prepared to acquire a home within 6-months of preliminary approval for funding (reserving funds for the purchase).
- Intend to immediately occupy the home as a primary residence following closing. Buyers awarded assistance through this program must maintain the acquired house as their principal residence throughout the affordability period in accordance with 24 CFR 92.254(a)(3). The city will confirm continued residency annually through a review of public records and contact with the buyer(s).

Housing Eligibility

- Housing must be single-family housing and modest in nature per 24 CFR 92.254(a)(1) and (a)(2).
- The purchase price of the home cannot exceed the fair market value as determined by an independent appraisal (likely to be obtained as a requirement of the primary lender), and must be less than 95% of the area median purchase price in accordance with 24 CFR 92.254(a)(2).
- Houses/units intended for purchase must be inspected by the Community Development Division's Housing Inspector.
- Houses/units must be code compliant prior to closing.
- Houses built prior to 1978 require a visual assessment by CDD staff (or as contracted by the City) per 24 CFR 35.1015. Pre-1978 houses that have evidence of deteriorated paint, including paint chips on the floor or in the yard surrounding the house, must be tested for lead-based paint hazards, and hazards must be remediated prior to closing in accordance with 24 CFR 35.1015 and related statutes.
 - Lead hazard testing is to be performed at the buyer or seller's expense as they may agree, which may also be settled at closing if allowed by both the testing company and the closing attorney.
 - If necessary, remediation cost is additionally the responsibility of the buyer or the seller as they may agree.
 - Following remediation, the testing company must be scheduled to return and test any abated areas (if abatement was required) and provide a clearance test for those areas, and the CDD Housing Inspector must visually verify that no deteriorated conditions remain. The clearance testing is additionally the responsibility of the buyer or the seller as they may agree.
- New construction units must have received a Certificate of Occupancy from the City of Hattiesburg prior to closing.
- Houses/units must be in a condition deemed to be decent, safe, and sanitary prior to closing.
- Houses/units must have features and amenities that are common to comparable units and that one would reasonably expect to be present.
- Assistance may be limited or denied if/when features or amenities are determined to be unnecessary luxury if such features or amenities impact the cost of the house (excessive square footage, unreasonable number of bedrooms, excessive cost per square foot, etc.).

Transaction Requirements

- Personal Contribution: Buyers must contribute a minimum of 1% of the purchase price or \$500, whichever is less, from their own resources. Personal contribution to an Individual Development Account (IDA) can count toward the personal contribution requirement, but matched funds within the IDA are not considered personal contribution for this purpose.
- Front End Ratio: The maximum percentage of gross monthly income that can be spent on housing (principal, interest, taxes, insurance) is 33%. However, lenders may have more stringent guidelines.
- Back End Ratio: The maximum percentage of gross monthly income that can be spent on housing and all other debt combined is 41%. Debts considered in the back end ratio calculation include, but may not be limited to, automotive loan payments or lease payments, student loan debt payments, personal loan debt payments, credit card payments, payments on other mortgages, judgements, liens, notes, or loans, etc. Monthly daycare cost will also be considered. Federal debt must be current. In determining what payments to consider in the back end ratio calculation, CDD staff may exclude payments if/when the associated debt will be paid off within the coming six-months, the debt is not expected to be replaced, and the applicant has sufficient resources with which to complete payoff. Likewise, daycare costs will not be included if/when daycare will no longer be necessary in the coming six-months and the applicant has sufficient resources with which to cover daycare costs until it is no needed. Every possible scenario cannot be predicted, so CDD staff may use reasonable judgement when warranted in determining whether or not to include certain payments in the calculation.
- Personal Assets: Buyers must have cash reserves on hand following closing of at least three (3) times the monthly housing cost (PITI). Buyers with cash, savings and investment assets totaling more than \$25,000 in non-retirement accounts will be required to apply any amount over \$25,000 toward the purchase as personal contribution before figuring eligibility for DPA-participation.
- Qualified Mortgage: The primary loan must be a "Qualified Mortgage" under the requirements of the Consumer Protection Financial Bureau (CFPB) outlined at 12 CFR 1026.43(e). Qualified Mortgages, among other features, limit total points and lender fees to reasonable levels. They also strictly limit pre-payment penalties and contain many other features intended to protect consumers.
- Interest Rates: Interest rates must be competitive and must NOT be a "Higher Priced" loan as defined by CFPB. Higher priced loans are those that exceed the Average Prime Offer Rate by more than 1.5% as of the date of the loan's rate lock. Loans can be checked against the Average Prime Offer Rate by visiting the following website: <http://www.ffiec.gov/ratespread/newcalc.aspx>
- Reasonable Closing Costs: Closing costs must all be reasonable, customary, and necessary. Covered closing costs may include credit report costs, title insurance, recording fees, appraisals, environmental investigations, legal fees, engineering/architectural fees, notary fees, home inspection, surveying, and buyer's portion of the current year's property tax. DPA funds may not be used to cover any delinquent taxes. The City reserves the right to require documentation and justification on any costs related to the acquisition and property to determine eligibility.
- Ownership Interest: Transaction must result in applicant ownership, which meets the definition of "Homeownership" per 24 CFR 92.2.
- Credit History: CDD staff will review credit history of applicants in order to gain an understanding of notable trends in an applicant's borrowing behavior and to ensure that all active accounts have been taken into consideration in the application process.

HOME Subsidy (Award Amount)

Maximum: \$20,000.00

Minimum: \$1,000.00

Not all buyers will qualify for the maximum assistance. A subsidy layering review must be conducted according to 24 CFR 92.250(a) and (b). The funding amount available to a specific client will depend on a variety of factors determined by the bank and City underwriting processes and throughout the processing of an application. Variable factors include market value, purchase price, buyer's ability to borrow, funding available to the borrower, and HUD's Homeownership Value limits to name a few. The City's underwriting requirements are described in more detail below.

Affordability Period

HOME-assisted activities must abide by applicable affordability periods. If a home purchased with HOME assistance is sold during the affordability period, or if the house/unit ceases to be the principal residence of the intended beneficiary-household of a DPA award, the City's Recapture Policy, which is attached as Exhibit B, will be applied. Affordability periods may vary depending on the amount of HOME funding invested and the direct financial assistance to the beneficiary as a result of HOME investment.

Affordability periods for DPA awards are defined by HUD are as follows:

Less than \$15,000	5 years
\$15,000 to \$40,000	10 years
More than \$40,000	15 years

Eligible Use of Funds

DPA funds may be applied to:

- Closing Costs attributable to the buyer
- Downpayment (cost of the home or its construction in the case of new construction)
- Subsidy toward making the home more affordable (via a developer such as a Community Housing Development Organization [CHDO])

Application Processing

Interested applicants may apply for down payment assistance at any time prior to their real estate closing, but due to the amount of time necessary to review and process the necessary documentation, it is recommended that applicants turn in all necessary paperwork at least sixty (60) days prior to intended closing. Under no circumstances can assistance be awarded from this program after closing. Applicants may begin the application process regardless of whether or not they are under contract on a house or whether or not they have received full approval from a lending institution for a mortgage.

Step 1 – Pre-Screening Application:

An applicant can pick up a Pre-Screening Application at any time from the CDD office. The Pre-Screening Application serves as an opportunity to inform the applicant of the basic requirements of the DPA program, and gathers basic information about the applicant to help identify whether or not the applicant may be eligible. Information gathered will include, but may not be limited to:

- ☐ Name, address, phone number
- ☐ Number of adults and number of children in household
- ☐ Estimate of household income
- ☐ Identification of any household debt (credit cards, vehicles, medical, etc.)
- ☐ Whether or not the applicants have received homebuyer counseling (and from what source)
- ☐ Name and phone number of lender and representative the applicant is working with

- ❑ Name and phone number of the realtor the applicant is working with (if applicable).
- ❑ Approvals for sharing application information between the City, the lender, any other sources of financing such as other grant sources, and the applicant's realtor, if applicable.
- ❑ Whether or not the applicant has identified a house for purchase and whether or not they are under contract.
- ❑ Signed DPA Grant Guidelines Acknowledgement Form (attached as Exhibit C).

Completion of the Pre-Screening Application does NOT guarantee an award of funding.

The CDD will review the pre-screening application to determine whether or not all basic qualifying factors are met. If there are any qualifying factors that are not met, the CDD will write a letter to the applicant to notify them of their ineligibility to continue in the application process. If there are items of concern revealed in the review of the pre-screening application, the applicant will be notified in writing that they may proceed with the application process, but also notifying them of the concerns, and if appropriate, a meeting or telephone call will be scheduled with the applicant to ensure they are aware of the guidelines of the program. If there are no concerns, and if the applicant has not been deemed ineligible, the CDD will write a letter to the applicant informing them of such and that they are free to proceed with the application process.

In addition to reviewing basic qualifying factors during Step 1, the CDD will use information from the pre-screening to calculate the maximum mortgage amount the applicant will qualify for according to the underwriting process for the City's DPA Program. The City will utilize Part A of the City's Homebuyer Development Analysis Tools spreadsheet (a sample copy attached as Exhibit A) to calculate Front-End and Back-End Ratios for the prospective buyer, which in part will help further determine the financial feasibility of the application and establish the maximum housing-related and total debt. This calculation is done in an effort to assist the potential buyer in determining the price range for houses they may need to consider if they are to proceed with the DPA Program. The applicant will still need to qualify with their lending institution, and it is noted that the lending institution will have its own underwriting process which may be more stringent and may impact the price range further.

Note on Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA):

In all acquisitions involving federal funds, it is necessary to notify the seller of the position of the buyer. In the case of the City's DPA program, buyers using DPA funds (or in anticipation of using DPA funds) must provide the prospective seller with notification that 1) federal funds may be used in the acquisition of the property and 2) the buyer/applicant is a private individual (or couple) with no government authority or eminent domain rights. This notification ensures that the seller knows that they are not forced into a transaction through eminent domain.

Unless an applicant is deemed ineligible during the Pre-Screening portion of the application process, they will be provided with a form letter to deliver along with any offers they may make on properties. If an offer has already been made and is under consideration by a seller, or if an offer has already been accepted and the house is under contract, the CDD will provide the applicant with an appropriate form letter to provide to the seller. In either case, the seller is asked to sign and return the letter acknowledging receipt. This part of the process may happen during ANY part of the application process – not necessarily Step 1 – so it is possible that an applicant is into Step 2 before ever using the form letters.

Step 2 – Full Application:

The second step in the application process involves getting detailed information about the household's income, ability to borrow, and thus, continued determination of eligibility for the DPA program. Because any lender also requires much of the information gathered in the Full Application, the City will work with the applicant's lender to gather all source documentation, which intends to save the applicant additional steps in producing information and ensures that the information used by the lender and the City is consistent. Once the applicant is successfully through the pre-screening step and has identified a preferred mortgage lender, the City will contact the mortgage lender and forward all necessary documents and/or checklists as well as the DPA program policies & procedures, and standard template Grant Agreement, Deed of Trust, and Promissory Note for their reference. These documents will be finalized in a later step.

The Full Application packet will require information such as:

- ☐ Mortgage loan qualifying letter
- ☐ Lender's executed loan agreement
- ☐ Homebuyer Counseling Certificate of Completion
- ☐ Documented sources of all income for a minimum of the preceding three (3) months for all income sources for all household members
- ☐ Supporting statements from employers (if requested) to substantiate claims of future income (if different than is projected based on past income)
- ☐ Affidavits identifying any unemployed adults in the household that are at least 18 years of age
- ☐ Most recent three (3) months bank/brokerage/insurance statements
- ☐ Authority from the applicant to verify all information provided with all declared sources and banking/brokerage/insurance institutions
- ☐ Income calculation worksheet
- ☐ Debt-to-Income capacity analysis
- ☐ Signed Protect Your Family...Pamphlet Acknowledgment Form (see Exhibit C)
- ☐ Signed Watch Out...Lead Based Paint Notification Acknowledgement Form (see Exhibit C)
- ☐ Signed Right to Fair Housing Acknowledgement Form (see Exhibit C)

Completion of the Full Application does NOT guarantee an award of funding. Successful completion of the Full Application will result in funds being preliminarily reserved (but not committed) for the applicant. Award of funding will depend on the applicant getting under contract on a house that is eligible for assistance with the program. Funds can be preliminarily reserved for sixty- (60) days. If the applicant cannot get under contract on an eligible property within 60-days, the funds will remain reserved for that applicant as long as other funds are available for other applicants. If funds for DPA assistance are in such demand that other applicants cannot successfully apply for funding, preliminary reservations must be terminated after the 60-day window to make the funds available for other applicants. If an applicant's reservation is canceled for this reason, they may be moved back onto the list if/when more funding is made available to the program (assuming that the applicant has not become ineligible in the interim).

Once an applicant is under contract on an eligible property, they will move to Step 3 in the application process.

Step 3 – House and Final Eligibility:

This last step in determining eligibility takes into consideration the house being purchased and the final underwriting analysis. Documents and information required in this step include:

- ☐ Fully executed contract on the house

- ❑ CDD Housing Inspector's satisfactory review of the home for decent, sanitary, code compliant conditions, as well as deteriorated paint (in pre-1978 homes)
- ❑ CDD Housing Inspector's review of housing amenities
- ❑ Copy of the lender-required appraisal, inspection report, pest inspection, and title opinion
- ❑ Certificate of Occupancy (for new construction)
- ❑ Lead based paint hazard testing reports (where required) and abatement and clearance test reports (where applicable)
- ❑ Final calculation from pro-forma identifying allowable DPA assistance to be completed by the CDD
- ❑ Closing attorney name & contact information

Upon entering a contract for a property, or just prior, the applicant should contact the CDD to schedule a review by the CDD Housing Inspector. This inspection does NOT substitute for a home inspection required by a lender, and any information attained through this inspection is only intended to identify the house's eligibility (or ineligibility) for the DPA program in its condition at the time of the review. If ineligible due to certain conditions, those particular conditions will be identified for the applicant. While it may be possible for an applicant to propose certain terms in a contract that would address any ineligibility conditions, neither the City, the CDD, nor the CDD Housing Inspector can provide guidance or cost estimates on such work or any other information that may unnecessarily impact the negotiation between the buyer and seller.

The City encourages prospective buyers to work with realtors of their choosing and to consider multiple houses prior to making offers. With that, it should be noted that the CDD's Housing Inspector should only be scheduled to review a house for an applicant if 1) they are already under contract, or 2) a contract is under negotiation, or 3) an applicant is anticipating making an offer pending the house's eligibility for the program. It should be noted that the CDD Housing Inspector may need up to three (3) days to schedule such a review. Additionally, the CDD reserves the right to decline pre-contract reviews by the CDD Housing Inspector due to scheduling conflicts.

It is suggested that when applicants make offer(s) on a property that they are made with the contingency that the buyer receives expected financing, including DPA funds.

With the information from the fully executed contract between the buyer and seller, and with information gathered in previous steps related to the applicant's income and assets, the CDD will prepare a final pro forma of the proposed transaction to determine the final DPA funding amount that is available for the applicant. The City will utilize Part B of the City's Homebuyer Development Analysis Tools, ~~Part B~~ (a sample copy attached in Exhibit A). This tool serves to evaluate a potential HOME-assisted transaction to make a final determination that the transaction will comply with debt ratios and other financial policies. The applicant, the lender, and any other financing sources will be notified in writing of the final DPA amount.

If not completed earlier in the process, at the successful completion of Step 3, the CDD will complete an Environmental Review.

At the successful completion of Step 3, the CDD will prepare a DPA Grant Agreement, Promissory Note, and Deed of Trust. Recognizing that each transaction is unique, and that the amount of HOME funds invested or direct assistance provided to a buyer will differ from project to project, the CDD will closely review the details of the transaction to ensure that the appropriate affordability restrictions are applied according to HOME regulations (24 CFR 92.254) and the City's Recapture Policy.

The CDD will present the Grant Agreement to the City Council for approval/execution by the Mayor along with a request for approval to produce a manual check in appropriate advance notice of closing. Once approved and executed, the applicant will have ninety- (90) days to close on the property.

An activity specific to a DPA Grant Agreement may be set up in IDIS only AFTER the DPA Grant Agreement has been FULLY EXECUTED BY ALL PARTIES. The CDD Division Manager is responsible for confirming that all necessary signatures are in place on the Grant Agreement prior to creating an activity in IDIS or assigning another CDD staff member to do so. This step ensures that HOME funds are not committed to activities prematurely. This step (setup in IDIS) is contingent on the DPA Grant Agreement and not on other documents such as the Deed of Trust which must be completed/signed at the closing.

Step 4 – Closing preparation:

Following the successful completion of Step 3 and the approval and execution of the Grant Agreement by the City Council and Mayor, respectively, the CDD will forward the Deed of Trust and Promissory Note to the closing attorney to include in the packet of documents to prepare for closing.

The CDD will request of the closing attorney, and other financing parties that the City's Deed of Trust be filed in second position behind the primary mortgage. Position behind other financing sources will only be acceptable if the terms of such other financing sources/programs explicitly require their interest to be secured in a higher position than the City's DPA. In all cases where a "silent second" is involved, the City's DPA interest is to be filed in a higher position than the silent second.

As soon as is possible, the applicant shall notify the CDD of the closing date, and the CDD will confirm the closing date with the closing attorney, lender, and all other financing parties. The applicant must make the CDD aware of the closing date at least three (3) days prior to the closing in order to ensure ample processing time for a check.

Two (2) days prior to the scheduled closing, the CDD will process a requisition for a manual check for the DPA award. The CDD will follow its normal procedure for requisitions and drawdowns, except that no drawdown will be requested until after the successful closing on the property. Once the property has closed, funds will be drawn down. This delay in the draw ensures that no funds are drawn from the U.S. Treasury until it is certain that the closing moved forward. Should a closing fall through at the last minute for any reason, this process ensures that the City does not have to return money to the U.S. Treasury, and can return the printed check to accounting for their cancellation.

The CDD will request of the closing attorney that 1) copies of all closing documents are provided following closing and 2) that filed copies of the Deed of Trust are sent by mail as soon as possible following their filing. Closing must occur, with title transferred to the buyer within six (6) months of the commitment, which is generally described by the completion of all steps outlined in Step 3.

The CDD will enter beneficiary information into IDIS within 120 days of the final project draw to complete the activity.

Application Fee

There will be no application fee. However, upon closing, there will be a filing fee related to the filing of the DPA documents in the Chancery Clerk's office of the county where the house is located. This fee should be reflected in the closing documents (HUD-1) and can be covered as a part of the DPA award as an applicable closing cost.

Appeal Process

Applicants will have 30 days from the receipt of a letter informing them of ineligibility to appeal the decision to the Director of the Department of Urban Development, in writing, at P.O. Box 1898, Hattiesburg, MS 39403 or at 200 Forrest Street, Hattiesburg, MS 39401. The applicant can provide additional documents at that time for consideration. It should be noted that this appeals process is in place for applicants deemed ineligible. Applicants that may be removed from consideration because they were unable to get under contract on a house and/or because of funding limitations are not considered under this appeal process. Those applicants may still remain eligible, but may have to wait for additional funding to be made available before being considered.

Record Keeping

The CDD will maintain full activity files for all awards granted for no less than five (5) years after the expiration of the applicable affordability period. The CDD will additionally keep a file of applicants that were found ineligible and/or did not proceed with the application or buying process, including any reasons for ineligibility.

Subordination Policies

After providing assistance to eligible homebuyer's the City has ongoing interests in the success of those buyers from the standpoint of both the HOME program and as a local government concerned about the impact of foreclosures on its residents and neighborhoods. To help prevent future foreclosures and to protect the HOME financial investment in assisted-units, subordination of HOME-funded liens to future refinancing by assisted buyers will only be considered under the following circumstances. This policy will also apply to HOME-funded liens resulting from direct assistance provided via any of the City's subrecipients or CHDOs.

- ❑ The new loan must be for the sole purpose of improving the rate and/or extending the term of the existing loan, resulting in a lower monthly payment for the homeowner.
- ❑ The City (including any of its subrecipients or CHDOs who hold secondary liens securing direct assistance provided to buyers) will not subordinate for "cash out" refinancing.
- ❑ For purposes of this requirement, the new loan may allow the assisted homeowner to finance their closing costs without being considered cash out. Additionally, nominal cash back at closing of less than \$500 resulting from last-minute adjustments to payoff figures, closing costs, tax/insurance escrows and the like will not be considered "cash out."
- ❑ The proposed new loan must meet the requirements listed for "Qualified Mortgage" and Interest Rates in the Transaction Requirements section above.
- ❑ Generally, the proposed new loan must result in a lower monthly payment for the assisted owner. The exception to this requirement takes into consideration the circumstances of a household with substantially changed/improved financial condition. Subordination to a loan with a higher monthly payment may be considered when 1) the term of the loan is shortened compared to time left on the current amortization schedule and 2) the new interest rate is lower than the current rate. In considering these terms, the CDD must follow the same underwriting process as is outlined herein for a new DPA award (except that no new HOME funds will be awarded) to ensure the homeowner's ability to afford the new, higher monthly payment. This will ensure that the total financial condition of the household is fully considered before allowing subordination for a loan for a higher monthly payment.

EXHIBIT A

Homebuyer Development Analysis Tool

HOME Homebuyer Development Analysis Tools

Introduction: These basic proformas have been developed to help HOME Participating Jurisdictions (PJs) and their partners complete a preliminary and final buyer affordability analysis for homebuyer projects and to assess income needed to afford homes being developed for sale.

When a specific buyer is known, the Part A "Buyer Prequalification" worksheet can help determine how much mortgage that buyer could reasonably afford; homeownership counselors and others assisting buyers should start with this section. Later, Part B "Final Buyer Underwriting" can be used to do the final underwriting when a buyer has identified a specific house to purchase. The assumptions made about the buyer's likely housing costs (interest rate, taxes, insurance, etc.) at the time of the pre-qualification must be tested against the actual costs for a specific home at the time of closing and revised as needed.

On the other hand, when a PJ or its partner is developing a for-sale home, the Part C "Project Affordability Range" worksheet can help determine the minimum buyer income needed to afford the house given a maximum budget for downpayment and closing cost assistance and additional HOME direct financing; CHDOs and others developing housing without specific buyers in the pipeline should start from this side.

One important caveat... These spreadsheets should be "generally right," but may not precisely identify the mortgage that a bank will approve for a given buyer or the lowest possible income for a buyer that could afford a specific house. This is due in part to the circular nature of calculating the cost of mortgage insurance. More importantly, estimates of taxes and insurance will vary based on the home being purchased, so in the "known buyer, unknown house" scenario of the Buyer Prequalification worksheet it's hard to determine those figures before a buyer identifies a specific house. Finally, banks will independently underwrite HOME-assisted buyers and may use different lending criteria than the PJ initially estimates.

However, these worksheets can help PJs better evaluate how much mortgage a specific buyer can afford or how much income an unknown buyer will need to purchase homes being developed, both of which will help in program and project planning, particularly as PJs work to underwrite a buyer's need for direct homebuyer assistance or and the viability of for-sale development projects as required by the 2013 HOME Final Rule. Then, once both the buyer and the home are known, this proforma will identify whether the buyer can qualify for the home under the local program parameters.

General Instructions:

☑ Only enter data in yellow-shaded cells. All white cells contain formulas and are protected to prevent accidentally overwriting a formula.

☑ Each section of this spreadsheet "stands alone," so the buyer income in Part A, for example, needs to be re-entered in Part B. This is simply to provide the broadest use possible on a local level since some users will only use one section or another. While the worksheet is protected, there is no password. Some users may want to customize the sheets further for their local programs.

HOME Homebuyer Development Analysis Tools

Part A: Buyer Prequalification

Specific buyer, unknown house

See instructions to right →

1 Annual Income	\$18,240
2 Monthly Income	\$1,520
3 Existing Debt - Monthly	\$300
4 Max Housing Debt Ratio ("Front End")	29%
5 Max Total Debt Ratio ("Back End")	41%
6 Max Housing Pmt (w/out other debt)	\$441
7 Max Total Debt	\$623
8 Max Actual Housing Pmt Ability	\$323
9 Taxes--Annual	\$500
10 Insurance--Annual	\$800
11 Association Fees--Annual	\$0
12 Mortgage Insurance--Monthly	\$100
13 Estimated Monthly Escrow (Tax/Insurance/Fees)	\$208
14 Monthly Pmt Ability: Principal & Int	\$115
15 Annual Interest Rate	3.750%
16 Term--Years	30
17 Max Mortgage Qualification Amt	\$24,803

Part A: Buyer Prequalification Instructions: This section of the proforma can be used when working with a specific buyer to determine approximately how much mortgage they can afford. As noted before, the mortgage estimate will be approximate since the taxes and insurance on the actual home selected will factor into a specific underwriting analysis later.

1. Enter the gross annual income of the buyer(s) of the home. This may differ from the gross household income used to determine HOME-eligibility when some of the total household income is from individuals who will not be party to the bank mortgage. For example, if an 18-year-old child is still living at home and has earned income that counts in total household income but only his parents will be on title and "borrowers" on the mortgage loan, enter just the income attributable to the parents.

2. This line shows the monthly income, calculated by dividing the annual income by 12.

3. Enter the required monthly payments on other consumer outstanding consumer debt owed by the buyer(s) of the home. Typical ly this may include installment debt such as car or student loans and revolving debt like credit cards, merchant credit cards, and the like.

4. Enter the maximum housing debt ratio, aka the "front end" ratio. This is the percentage of the buyer's gross monthly income that the program will allow to be spent on housing. Typical mortgage lending criteria might limit this to a maximum of 28%-33%, but some HOME programs prefer to see low housing ratios for low income buyers, making mortgage payments more sustainable over time.

5. Enter the maximum total debt to income ratio, aka the total "back end" ratio. This is the percentage of the buyer's gross monthly income that the program will allow to be spent on all debt payments, including housing and other consumer debt. Typical mortgage lending criteria might limit this to a maximum of 38%-41%.

6. This line shows the maximum monthly mortgage payment based on the buyer's income and the allowable front end ratio (line 2 times line 4).

7. This line shows the maximum total monthly debt payments allowed based on the buyer's income and allowable back end ratio (line 2 times line 5).

8. This line shows the maximum monthly payment the buyer can actually afford to make. It is the lesser of the front end ratio payment on line 6 OR the total debt allowed on line 7 minus the existing consumer debt on line 3. When line 8 is less than line 6, the buyer's purchasing power is being limited by their existing debt level.

9. Enter an estimate of the annual property taxes. If in doubt, estimate based on the higher end of the home values you expect the buyer will be seeking to buy. Once a specific house is known, this amount, as well as the amounts in lines 10 and 11, will need to be adjusted to reflect actual expected costs.

10. Enter an estimate of the annual insurance premium. If in doubt, estimate based on the higher end of the home values you expect the buyer will be seeking to buy.

11. Enter an estimate of the annual homeowner/condominium association fees (if applicable).

12. Enter an estimate of the MONTHLY mortgage insurance payment you expect the buyer will have to pay. If in doubt, enter approximately \$100 for a buyer who is likely to buy a \$100,000 home, \$70 for a \$70,000 home, \$150 for a \$150,000 home, etc.

13. This line shows the principal and interest portion of the buyer's monthly payment from line 8 after accounting for taxes, insurance, and mortgage insurance on lines 9-11.

14. This line shows the monthly Principal & Interest payment the buyer can afford calculated by subtracting line 12 from line 8.

15. Enter the annual interest rate for the first mortgage. If in doubt, estimate a rate about 1.0-1.5% higher than the national average for 30-year fixed rate mortgages. Freddie Mac publishes a weekly survey of mortgage rates on its home page (lower left of the panel) at www.freddiemac.com.

16. Enter the mortgage term in years. Usually this will be 30 years.

17. This line estimates the maximum mortgage the buyer can afford based on their ability to make the monthly payment.

HOME Homebuyer Development Analysis Tools

Part B: Final Buyer Underwriting

Known buyer, known house

See instructions to right →

1 Sales Price	\$46,000
2 Closing Costs & Prepays	\$2,300
3 Total Cash Needed	\$48,300
4 Buyer's Cash (downpayment and closing costs)	\$500
5 Buyer's Mortgage	\$44,500
6 Total Buyer Assistance Needed	\$3,300
7 Other Assistance	\$0
8 HOME Assistance Needed	\$3,300
9 Annual Interest Rate	3.750%
10 Term--Years	30
11 PI Pmt	\$206.09
12 Taxes--Annual	\$980
13 Insurance--Annual	\$555
14 Association Fees--Annual	
15 Mortgage Insurance--Monthly	\$46
16 Total escrows & mortgage insurance	\$173.92
17 Total Pmt	\$380.00
18 Annual Income	\$16,674
19 Existing Debt - Monthly	\$95
20 Housing Ratio	27.3%
21 Total Debt Ratio	34.2%
22 First Mortgage LTV	96.7%
23 Buyer's cash investment (% of purchase price)	1.1%
24 Buyers' Starting Liquid Assets	\$1,000
25 Buyer Cash Investment toward purchase	\$500
26 Buyer's Assets AFTER closing	\$500
27 Remaining Assets/Monthly Payment	1.3

Part B: Final Buyer Underwriting Assessment: This section of the proforma can be used to evaluate a HOME-assisted transaction where the buyer and the home are both known. It helps a PJ assess the affordability of the actual transaction and can be used to document whether the transaction fits local requirements about debt ratios, loan to value, etc.

1. Enter the sales price of the home. This should typically be the "market value" before any HOME assistance is factored in.

2. Enter the estimated buyer closing costs. This does not include any seller closing costs incurred by the owner/developer of the home. If in doubt, estimate about 3-5% of the sales price.

3. This line shows the total "cash" needed for a buyer to purchase the house and pay closing costs and prepaid expenses before any assistance is provided.

4. Enter the cash investment made by the buyer toward their downpayment and closing costs. Generally this will only include buyer investment shown at closing on the settlement statement.

5. Enter the actual mortgage the buyer will be obtaining from the lender.

6. This line shows the total assistance the buyer will need to complete the purchase before applying any HOME assistance to the transaction.

7. Enter the projected amount of non-HOME funded downpayment and closing cost assistance (if any) that the buyer will receive.

8. This line shows the HOME assistance that will be needed by the buyer. It may represent assistance toward the closing costs, the downpayment, or toward direct financing that lowers the first mortgage to an affordable level.

9. Enter the annual interest rate for the first mortgage. Note, the calculations below assume use of a fixed rate loan. Most local HOME programs require assisted buyers to obtain fixed rate mortgages.

10. Enter the mortgage term in years. Usually this will be 30 years.

11. This line shows the monthly principal and interest payment based on the mortgage amount, interest rate, and term.

12. Enter the estimate of the annual property taxes that the buyer will have to pay.

13. Enter an estimate of the annual insurance premium.

14. Enter an estimate of the annual homeowner/condominium association fees (if applicable).

15. Enter an estimate of the MONTHLY mortgage insurance payment you expect the buyer will have to pay. This should be disclosed by the mortgage lender.

16. This line shows the total monthly cost of taxes, insurance, and mortgage insurance.

17. This line shows the buyer's total monthly housing payment including taxes and insurance.

18. Enter the gross annual income of the buyer(s) of the home. This may differ from the gross household income used to determine HOME-eligibility when some of the total household income is from individuals who will not be party to the bank mortgage. For example, if an 18-year-old child is still living at home and has earned income that counts in total household income but only his parents will be on title and "borrowers" on the mortgage loan, enter just the income attributable to the parents.

[illegible]

20. This line shows the housing debt to income ratio, sometimes called the "front end" ratio for the buyer given the actual loan amount and monthly payment. PJs should compare this to any local policies they have on minimum or maximum front end ratios.

21. This line shows the total debt to income ratio, sometimes called the “back end” ratio for the buyer given the actual loan amount and monthly payment. PJs should compare this to any local policies they have on minimum or maximum total debt ratios.

22. This line shows the loan to value ratio of the buyer's first mortgage. PJs should compare this to any limits they have on maximum loan to value ratios. Some PJs have requirements that the first mortgage not exceed 100% LTV.

23. This line shows the buyer's cash investment from line 6 as a percentage of the purchase price. PJs should compare this to any local policies on a buyers required cash investment. Many PJs require that buyers contribute at least 1-3% of the purchase price.

24. Enter the liquid assets of the buyers of the home that are initially available toward the buyer's contribution to the downpayment and/or closing costs.

25. This line shows the buyer's cash investment toward the purchase of the home that was entered on line 4 above.

26. This line shows the buyer's remaining liquid assets following the purchase.

27. This line shows the buyer's remaining liquid assets expressed in terms of how many months of total monthly payments from line 17 those assets represent. PJs should compare this to any local policy they have on cash assets following purchase. Some PJs require buyers to have a minimum level of cash reserves following their purchase.

HOME Homebuyer Development Analysis Tools

Part C: Project Affordability Analysis known house

Specific house, unknown buyer

See instructions to right →

1 Sales Price	\$120,000
2 Closing Costs	\$5,700
3 Total Cash Needed	\$125,700
4 Allowable LTV	96.50%
5 Max Mortgage based on value	\$115,800
6 Req for Down-Payment & Closing Costs	\$9,900
7 DPA/Closing Cost Assistance	\$5,000
8 Mortgage Write Down	\$23,000
9 Min. Mortgage Needed	\$92,800
10 Annual Interest Rate	5.500%
11 Term--Years	30
12 Monthly PI Payment	\$527
13 Taxes--Annual	\$1,600
14 Insurance--Annual	\$1,000
15 Association Fees--Annual	
16 Mortgage Insurance--Monthly	\$110
17 Total Escrow Payment (Tax/Insurance/Fees)	\$327
18 Total PITI Payment	\$854
19 Housing Ratio	28%
20 Min. Monthly Income @ full housing ratio in line 19	\$3,048
21 Min. Annual Income required	\$36,582
22 Cash investment needed from buyer @ closing	\$4,900
23 80% AMI Limit for 4-person household	\$40,000
24 Approx. Min. AMI for 1-person household	105%
25 Approx. Min. AMI for 2-person household	91%
26 Approx. Min. AMI for 3-person household	81%
27 Approx. Min. AMI for 4-person household	73%
28 Approx. Min. AMI for 5-person household	68%
29 Approx. Min. AMI for 6-person household	63%

Part C: Affordability Range Analysis: This section of the proforma can be used to estimate the range of buyers than can afford a specific house given assumptions about direct buyer assistance being provided before specific buyers have been identified. It can be used as part of a PJ's underwriting and market analysis when funding the development of homebuyer units. As noted before, the minimum income will be an estimate since assumptions about interest rate, mortgage insurance, etc. may vary from actual lending factors once a specific buyer is identified.

1. Enter the sales price of the home. This should typically be the "market value" before any HOME assistance is factored in.
2. Enter the estimated buyer closing costs. This does not include any seller closing costs incurred by the developer of the home. If in doubt, estimate about 3-5% of the sales price.
3. This line shows the total "cash" needed for a buyer to purchase the house and pay closing costs and prepaid expenses before any assistance is provided.
4. Enter the allowable Loan to Value (LTV) ratio that the first mortgage lender will use. In the case of an FHA loan, you should typically use 96.5%.
5. This line shows the maximum mortgage a bank would likely allow based on the value of the home, regardless of whether the buyer could potentially afford more or less.
6. This line shows the total cash a buyer would need for a downpayment and closing costs. Again, this is before any assistance from HOME.
7. Enter the projected amount of HOME funded downpayment and closing cost assistance you plan to budget for this home. Remember, no buyer is known, so if in doubt estimate based on how much the program is willing to provide if the buyer needs it. Any assistance beyond the required downpayment and closing costs from line 6 should be entered on line 8 below.
8. Enter any additional HOME funded "direct financing" or "mortgage write down" assistance you plan to budget. Again, estimate based on the most the program plans to provide since you don't yet know if a specific buyer may need less.
9. This line shows the minimum mortgage a buyer will need to qualify for based on the mortgage write down assistance shown on line 8. It is the result of subtracting line 8 from line 5.
10. Enter the annual interest rate for the first mortgage. If in doubt, estimate a rate about 1.0-1.5% higher than the national average for 30-year fixed rate mortgages. Freddie Mac publishes a weekly survey of mortgage rates on its home page (lower left of the panel) at www.freddiemac.com.
11. Enter the mortgage term in years. Usually this will be 30 years.
12. This line shows the monthly principal and interest payment based on the minimum mortgage amount on line 9 and the rate and term on lines 10 and 11.
13. Enter an estimate of the annual property taxes that the buyer will have to pay. In many cases, this will be higher than the current taxes based on a pre-construction value of the property, but after the sale the taxable value will be re-assessed. Remember this is typically based on the market value of the house, not the "effective" price after any HOME assistance.
14. Enter an estimate of the annual insurance premium. If in doubt, estimate the annual insurance premium at about 1/2% of the market value of the home.
15. Enter an estimate of the annual homeowner/condominium association fees (if applicable).
16. Enter an estimate of the MONTHLY mortgage insurance payment you expect the buyer will have to pay. If in doubt, enter approximately \$100 for a every \$100,000 of the mortgage amount shown on line 9. So, for example, a \$100,000 mortgage would yield about \$100 in monthly mortgage insurance, \$70 for a \$70,00 mortgage, \$150 for a \$150,000 mortgage, etc.

				17. This line shows the total monthly cost of taxes, insurance, and mortgage insurance.
				18. This line shows the total PITI monthly payment by adding lines 12 and 16 together.
				19. Enter the front-end debt to income ratio (aka the housing ratio) you expect buyers to be able to afford. Remember setting a high ratio will limit your pool of buyers to those with very good credit and low consumer debt while setting "too low" a ratio will require additional subsidy to make the payment affordable. Local PJs must develop their own policies, but most will not allow ratios higher than 33% of income, and many expect buyers to be able to spend at least 20-25% of their income toward their house payment.
				20. This line shows the minimum monthly income needed to afford the total PITI payment from line 17 based on the front-end ratio on line 18.
				21. This shows the annual income needed by multiplying line 19 by 12. This is approximately the "income floor" or the minimum income a buyer will need to afford the house being developed given the maximum HOME assistance being planned. In some cases, where a specific buyer gets a better interest rate or qualifies at a little higher debt to income ratio (but one still allowed by the PJ), a buyer with less income might still be able to afford this house. But the typical range of buyer you will need to find can now be defined between this "minimum" income and the 80% AMI limit of the HOME program.
				PJs and their partners should carefully assess this market range to determine if the project will be feasible, and your market analysis should look specifically at this income band, excluding households whose incomes are too low to afford the house or too high to qualify for HOME assistance.
				22. This line shows the total cash investment a potential buyer will need to bring from their own resources. It is calculated by subtracting budgeted downpayment and closing cost assistance on line 7 from the total downpayment and closing costs needed on line 6.
				PJs and their partners should also carefully assess how realistic this is for the potential range of buyers identified by line 21. Not only must a buyer have the minimum income on line 20, but they will also need to have savings toward their downpayment of at least the amount shown here. If that figure is too high, you will limit the range of buyers who can afford to purchase the home based on their cash out of pocket needs. Many local programs set the minimum cash investment of 1-3% of the purchase price or a fixed amount such as \$500-\$3,000.
				23. Enter the 80% AMI income limit for a 4-person household as published by HUD for your jurisdiction.
				24-29. These lines express the minimum annual income needed from line 21 in terms of the percentage of AMI for households of various sizes. For example, 'a one-person household would need an income of X% AMI to afford the home based on these assumptions about pricing, monthly payment, and maximum assistance available.' <i>Note, that these calculations are approximate; they do not take into account the rounding methodology used to establish exact published AMI limits at each household size and income level. Additionally, the calculations do not take into account jurisdictions where the 80% AMI limit is limited by the national median income. PJs should always consult the HUD-published charts to determine exact income limit figures.</i>

EXHIBIT B

HOME Downpayment Assistance Recapture Provisions City of Hattiesburg 2020

The City of Hattiesburg employs Recapture as the method by which HOME investment is protected for the period of affordability. The HOME investment to be protected is described as the “direct subsidy,” which includes the HOME investment that enabled the homebuyer to purchase a property. Direct subsidy includes two components: 1) downpayment assistance, closing costs or other HOME assistance provided directly to the homebuyer, and 2) the difference between the fair market value and a reduced sales price which is attributable to HOME development assistance. These two components will be added together to identify the direct subsidy amount to be protected by the Recapture provisions.

Specifically, the City imposes Recapture requirements in accordance with 24 CFR 92.254 (a)(5)(ii)(A)(2), whereby there is a reduction of the amount subject to recapture, prorata, over the course of the affordability period.

In practice, the City will calculate the number of months that a beneficiary has satisfied the applicable affordability period and will divide that number by the total number of months of the applicable affordability period. The resulting percentage is the proportion of the affordability period that has been satisfied. The total award amount will be multiplied by this percentage. The resulting dollar amount is the portion of the award that reduces any amount subject to recapture. The City may only recapture funds if/when there are net proceeds from which an amount can be recaptured.

Example: A Homebuyer received HOME assistance in the amount of \$10,000, with an applicable affordability period of 5 years (60 months). After 20 months, the beneficiary sells the house. The City will determine that 20 months of the affordability period was satisfied, which is 33.3% of the total period (20/60). Multiplying \$10,000 (total award) by 33.3% (portion satisfied) equals \$3,333. The total award can be reduced by this amount (\$10,000 - \$3,333) to arrive at the amount to be recaptured - \$6,667. This \$6,667 is the maximum amount that can be recaptured and is subject to what net proceeds are available at sale. If only \$2,000 in net proceeds is available at sale, only \$2,000 will be recaptured. If \$20,000 in net proceeds is available at sale, only \$6,667 will be recaptured.

Further, the City acknowledges the provision of 24 CFR 92.254 (a)(5)(ii) that allows subsequent buyers to assume the remaining affordability period should the subsequent buyer be determined income-eligible for HOME purposes. This assumes that the new buyer does not receive any HOME assistance in the acquisition of the unit. Subsequent purchase by a buyer using HOME assistance in the acquisition will result in applicable recapture for the selling party and the establishment of a new affordability for the new buyer based on the details of their own HOME assistance. Additionally, in the case of death of the homeowner(s), a beneficiary/heir inheriting the house, if determined income eligible, may assume the remaining affordability period following execution of necessary documentation.

EXHIBIT C

**CITY OF HATTIESBURG
HOME DOWNPAYMENT ASSISTANCE GRANT PROGRAM**

I/We _____ acknowledge that I/WE have received and read the City of Hattiesburg Department of Urban Development Homebuyers Downpayment Assistance Program Guidelines and agree to abide by all terms and conditions mentioned therein. It is also understood that should any information that I have provided in obtaining these funds be found to be false, I agree to pay in full all grant funds awarded and all legal fees associated with recoupment of these funds by the City of Hattiesburg.

Date

Buyer's Signature

Date

Buyer's Signature (co-applicant)

Date

Authorized Lender's Signature/Agent

Name of Lending Institution

PROTECT YOUR FAMILY ... PAMPHLET ACKNOWLEDGMENT

I/We _____ acknowledge that I/WE have received and read the Environmental Protection Agency “**Protect Your Family From Lead in Your Home**” publication prior to purchasing my home with the assistance of the City of Hattiesburg’s First-Time Homebuyer’s Downpayment Assistance Program.

Date

Buyer’s Signature

Date

Buyer’s Signature (co-applicant)

Date

Authorized Lender’s Signature/Agent

Name of Lending Institution

WATCH OUT FOR LEAD...NOTIFICATION ACKNOWLEDGEMENT

I/We _____ acknowledge that I/We have received and read the Environmental Protection Agency “**Watch Out for Lead-Based Paint Poisoning Notification**” publication prior to purchasing my home with the assistance of the City of Hattiesburg’s American Dream Downpayment Initiative Program.

Date

Buyer’s Signature

Date

Buyer’s Signature (co-applicant)

Date

Authorized Lender’s Signature/Agent

Name of Lending Institution

RIGHT TO FAIR HOUSING ACKNOWLEDGEMENT

I/We _____ acknowledge that I/WE have received and read the U.S. Department of Housing and Urban Development “**Fair Housing It’s Your Right**” publication prior to purchasing my home with the assistance of the City of Hattiesburg’s HOME Down Payment Assistance Program.

Date

Buyer’s Signature

Date

Buyer’s Signature (co-applicant)

Date

Authorized Lender’s Signature/Agent

Name of Lending Institution



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, February 4, 2020

Re: Approve a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Helen O'Neal of 303 J.C. Killingsworth Drive in an amount not to exceed \$60,000.00 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E) and authorize the Mayor to execute in triplicate.
File Number: 2020-55
Minute Book #

Summary

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Helen O'Neal of 303 J.C. Killingsworth Drive in an amount not to exceed \$60,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Recommendation Statement

I recommend approval of the Contractor/Owner Agreement and a Housing Rehabilitation Grant Award for 303 J.C. Killingsworth Drive

Please place this on the February 4, 2020 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 Division (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Helen O'Neal of 303 J.C. Killingsworth Drive, hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi _____, 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 **303 J.C. Killingsworth Drive** Project by COHCD, said work to be performed on the structure(s)/property located at **303 J.C. Killingsworth Drive**, 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 to the Contractor at the signing conference. It shall be the Contractor's responsibility to ensure that all necessary licenses and/or insurance and/or bonding remain current throughout the fulfillment of this agreement. If the Notice to Proceed is not provided to the Contractor within 5 days of the full execution of this Agreement, the Contractor may at his option terminate his obligation under this Agreement. The Owner/COHCD maintains the right to terminate the agreement for cause.

Time is of the essence in the completion of this contract. The Contractor shall procure a building permit within ten (10) calendar days of the Notice to Proceed and shall begin work within fifteen (15) days of the Notice to Proceed. Work is to be completed within sixty (60) working 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 rehabilitation completion exceeds sixty (60) working 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 production of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCD 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 wavier

of all claims by the Contractor except those previously made in writing herein 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 **303 J.C. Killingsworth Drive** for five (5) years. Homeowner agrees to occupy the rehabilitated home for five (5) 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 homeowner(s) fail to reside in the home or abide by the terms of the grant award, the property is sold, transferred or disposed of prior to the expiration of the five (5) 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.

Helen O'Neal Date

Other Homeowner Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: February 4, 2020

Date: _____

Attest: _____
Kermas Eaton, City Clerk

Attest: _____

CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
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 rehabilitated for a period of not less than **five (5)** 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 **five (5)** year affordability period.
10. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **five (5)** 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.
14. _____ I authorize the city to proceed with preliminary testing, requests for bids, and other required steps necessary in order to proceed with a project, and further understand that costs related to the same shall be added to the total cost of the project under this grant award.

By my signature below I, **Helen O’Neal of 303 J.C. Killingsworth Drive**, 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), **Helen O’Neal of 303 J.C. Killingsworth Drive**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **303 J.C. Killingsworth Drive**. The amount of the award shall be the actual cumulative cost of all related preparation and work, including but not limited to: preliminary environmental testing, required abatement work, construction costs, any required legal filing fees, and any change orders/discovery repairs. General construction/rehabilitation/repair costs are not to exceed \$60,000, excluding change orders/discovery repairs necessary to meet building codes and program standards according to the Housing Rehabilitation and Housing Repair Programs Manual Section VIII(E). Other associated costs are in addition to the \$60,000 described for general construction/rehabilitation/repair. Lead and/or Asbestos activities are contracted separately. All actual costs together are subject to any Deed Restrictions and/or affordability period associated with the project.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: February 4, 2020

Attest: _____
Kermas Eaton, City Clerk



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 4, 2020

Re: Acknowledge bids received January 23, 2020 for the Fire Station No. 9 construction project and accept the bid from Hanco Corporation in the amount of \$2,345,900.00 for the base bid and \$44,000.00 for the add alternate bid as the lowest and best bid; and authorize the Mayor to execute contract documents upon preparation.
File Number: 2020-56
Minute Book #

Summary

Acknowledge bids received January 23, 2020 for the Fire Station No. 9 construction project and accept the bid from Hanco Corporation in the amount of \$2,345,900.00 for the base bid and \$44,000.00 for the add alternate bid as the lowest and best bid; Authorize Mayor to execute contract documents upon preparation.

Recommendation Statement

This bid is for the construction of Fire Station No. 9 and the installation of generator equipment. I recommend acceptance of this bid.

Please place this on the February 4, 2020 City Council meeting for consideration.



January 23, 2020

Re: Fire Station No. 9
Hattiesburg, Mississippi
CN 18-3707

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

Attn: Lamar Rutland

Dear Mr. Rutland:

This letter shall serve as our acknowledgement that the apparent low bidder for the above referenced project, Hanco Corp., holds valid and current Certificate of Responsibility Number 10558-MC with the Mississippi State Board of Contractors and has provided to you a bid bond in accordance with the Bid Security requirements.

Based on the above facts, we anticipate that the Contractor can fulfill the duties of the proposed Contract for Construction. Furthermore, we find the alternate proposal price to be fair and reasonable for the scope of its respective work based on the bids received.

If you have any questions, please feel free to contact the office.

Respectfully,

Shane Germany, AIA
Architect

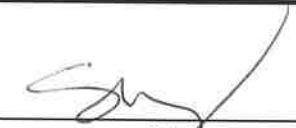
Att: none

**FIRE STATION NO. 9
 HATTIESBURG, MISSISSIPPI**

PROJECT NUMBER: CN 18-3707 BID DATE: January 23, 2020

CONTRACTOR	Resp. No.	Number of Days	BASE BID	Add Alternate No. 1: Provide & install generator equipment	TOTAL
Chalk Construction, LLC	15858-MC	427	\$3,033,000.00	\$43,000.00	\$3,076,000.00
Colony Construction, LLC	22669-MC	400	\$2,443,000.00	\$45,000.00	\$2,488,000.00
Hanco Corporation	10558-MC	365	\$2,345,900.00	\$44,000.00	\$2,389,900.00
Larry J. Sumrall Contractors, Inc.	03334-MC	425	\$2,740,800.00	\$48,000.00	\$2,788,800.00
Mike Rozier Construction Co., Inc.	04855-MC	\$240.00	\$2,748,772.00	\$44,500.00	\$2,793,272.00
Richard Womack Construction, LLC	17531-MC	\$365.00	\$2,451,800.00	\$46,500.00	\$2,498,300.00

I CERTIFY THAT THE ABOVE IS A TRUE AND ACCURATE TABULATION OF BIDS ON THE ABOVE REFERENCED PROJECT;


 Shane Germany 1/23/20



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, February 4, 2020

Re: Approve Cancellation of Deed of Trust from Ethan Decoux, Grantor, for property at 422 South 23rd Avenue, to City of Hattiesburg, Beneficiary, recorded in the Deed of Trust Book 1714 at Page 0419 in the office of the Chancery Clerk of Forrest County, Mississippi, from a HOME-eligible buyer and authorize the Mayor to execute the same.
File Number: 2020-57
Minute Book #

Summary

Cancel Deed of Trust from Ethan Decoux

Recommendation Statement

I recommend the execution of the cancellation of Deed of Trust from Ethan Decoux HOME-eligible buyer. {Entitlement}

Please place this on the February 4, 2020 City Council meeting for consideration.

CANCELLATION OF DEED OF TRUST

Prepared by:

Petra Wingo
City of Hattiesburg – Community Development
200 Forrest Street
Hattiesburg, Mississippi 39401
(601) 545-4558

Return to:

Petra Wingo
City of Hattiesburg – Community Development
200 Forrest Street
Hattiesburg, Mississippi 39401
(601) 545-4558

Grantor/Mortgagor: Ethan E. Decoux
422 South 23rd Avenue
Hattiesburg, Mississippi 39401
(601) 297-8812

Grantee/Mortgagee: City of Hattiesburg – Community Development
200 Forrest Street
Hattiesburg, Mississippi 39401
(601) 545-4558

Abbreviated Legal Description: LOTS 14 AND 15 OF BLOCK 27 OF THE HATTIESBURG HEIGHTS FOURTH SERVEY OF THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI

COUNTY OF FORREST

CANCELLATION OF LIEN OF DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That the **CITY OF HATTIESBURG**,

the beneficiary in that certain lien of deed of trust executed by **Ethan E. Decoux** as follows:

FILED:	September 24, 2009
BOOK:	1714
PAGE:	0419
GRANTOR:	Ethan E. Decoux
TRUSTEE:	Moran (Randy) Pope
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$10,000.00

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

Legal Description:

Lots 14 and 15 of Block 27 of the HATTIESBURG HEIGHTS FOURTH SURVEY of the City of Hattiesburg, Mississippi, as per the map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi. LESS AND EXCEPT: All of the North twenty-eight (28) feet of Lot Fifteen (15) in Block Twenty-seven (27) of said Hattiesburg Heights Fourth Survey of or Addition to the city of Hattiesburg, Mississippi.

IN WITNESS WHEREOF, this instrument is executed on this the 4th day of February, 2020.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 4th day of February 2020, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of 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

MY COMMISSION EXPIRES:

Application: Hattiesburg Police Department, Victims Services Unit

City of Hattiesburg

Violence Against Women Act Services, Training, Officers and Prosecutors (STOP), FY2021

Summary

ID: OVW-0000000041



ORGANIZATION INFORMATION

In Progress - Last edited: Jan 27 2020

ORGANIZATION INFORMATION

As you complete the application information is provided to guide you. However, **PLEASE REFER TO THE CORRESPONDING REQUEST FOR PROPOSAL (RFP) FOR ADDITIONAL DESCRIPTIONS AND INSTRUCTIONS.**

Grant Program: Violence Against Women Act Services, Training, Officers and Prosecutors (STOP), FY2021

Application For: Hattiesburg Police Department, Victims Services Unit

A. Organization Name

1. Applicant Organization Name

City of Hattiesburg

2. Agency Program Name: (if different from above)

Examples may be an office within a county government or smaller subsidiary of a larger umbrella organization.

This maybe the same information you entered when naming your application when you selected to apply.

Hattiesburg Police Department Victim Service Unit

3. Application Project Name: (Not Required)

This section is provided for organizations that choose to name the grant application project.

Hattiesburg Police Department Victim Service Unit

4. Is the organization a religious institution or faith based organization?

No

5. Is your organization a First Time Applicant

No

B. Organization Governance Authority

1. Governance Authority

Governance Authority means the entity that manages and directs the affairs and business of the agency/project. (Check only one)

State or Local Government

2. Authority to Apply

Authority to Apply for the grant application must be provided by the organization's Authorized Official.

See 'Organizational Authority' task.

Click [here](#) for information on Organizational Authority and Authorized Official

C. Organization Point of Contact

1. Authorized Official

Click [here](#) for more information on Authorized Official.

Name:	Toby Barker
Title:	Mayor
Email:	mayor@hattiesburgms.com
Phone Number:	601-545-4501

2. Primary Point of Contact

(Information must be provided even if duplicate of above.)

Name:	Whitney Harper
Title:	Victim Advocate
Email:	wharper@hattiesburgms.com
Phone Number:	601-545-4969

3. Primary Financial Point of Contact.

(Information must be provided even if duplicate of above.)

The financial official must have the obligatory authority and information to provide certification on behalf of the organization.

This individual must also have decision making authority pertaining to budget matters and fiscal responsibilities. This can include a chief financial officer, finance director, agency director or Board Treasurer.

Name:	Dawn Burns
Title:	Grants Accountant
Email:	dburns@hattiesburgms.com
Phone Number:	601-545-4681

D. Organization Financial Profile

1. Federal ID #

64-6000432

2. DUNS #

079448130

3. Agency Fiscal Year

October- September

4. SAM Expiration Date

Organizations are required to register with the System for Award Management (SAM) and provide documentation to OAIV. **Please see 'SAM Upload' task.**

To check the status of your SAM registration, please [click here](#).

Jul 30 2020

5. Financial Capability

Organizations are required to provide information on financial management systems and internal controls. Please see the "Financial Capability Task"

6. Indirect Costs

Is your agency requesting indirect costs?

Direct costs are those that can be specifically and easily identified with a particular project or activity.

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective.

Click [here](#) for more information and regulations on indirect costs.

No

E. Organization Victim Services Description**1. Type of Organization (Check only one)**

Law Enforcement

2. Type(s) of Victimization Served (check all that apply)

Responses Selected:

Adult Physical Assault (Aggravated/Simple Assault)

Adult Sexual Assault

Adult Sexually Abused/Assaulted as Children

Child Physical Abuse or Neglect

Child Pornography

Child Sexual Abuse/Assault

Domestic and/or Family Violence

DUI/DWI

Elder Abuse or Neglect

Human Trafficking: Labor

Human Trafficking: Sex

Other Vehicular Victimization (Hit and Run, etc)

Stalking/Harassment

Survivors of Homicide

Teen Dating Victimization

3. Does your proposed project application provide culturally specific services?

No

4. Does your proposed project application provide services to specific undeserved victim population(s)?

Yes

If yes, the application narrative must discuss any undeserved population(s) served or proposed to be served.

If yes, please identify the population(s) served. Note that underserved populations are categorized into two types: Characteristics and Victim Type.

Characteristics

Responses Selected:

Race/Ethnicity

Victim Type

No Responses Selected

**Program: Violence Against Women Act Services, Training, Officers and Prosecutors (STOP),
FY2021**

Applying For: Hattiesburg Police Department, Victims Services Unit

F. Organization Background

1. Organization History

(Word limit 200)

The Hattiesburg Police Department (HPD) was established in 1903. The Victim Service Unit is in the Criminal Investigation Division of the HPD; the Victim Service Unit was established in 2008, but the Hattiesburg Police Department has had Victim Advocates several years before the Unit began.

Known as an agency of "Pride and Progress," the Hattiesburg Police Department owns a solid record of achievement, making large strides in areas such as crime reduction, technological advancement and national recognition.

In 1998, the Commission of Accredited Law Enforcement Agencies (CALEA) awarded the Hattiesburg Police Department national accreditation, making the department the first law enforcement agency in the State of Mississippi to earn this prestigious status.

2. Organization Mission

(Word limit 50)

The mission of the Hattiesburg Police Department is to continually strive to serve the public in the most effective, efficient and professional manner possible and to work cooperatively with the public to provide a safe environment for all citizens.

3. Provide a brief description of the services/programs provided by your organization.

This should consist of all victim related services provided, including those not part of this application.

(Word Limit 450)

Due to a growing number of domestic violence cases, the Hattiesburg Police Department operates a Domestic Violence Unit/Victim Service Unit. This unit consists of detectives who are trained and well-educated in areas involving intimate relationship violence. Additionally, this unit works directly with the department's victim advocates in ensuring that victims are safe from harm, and also conducts follow-up interviews with victims, acquires supplementary evidence (photographs, medical reports, etc.), communicates with judges in preparing arrest warrants and indemnifies that all reported cases are completed before being forwarded for prosecution to the county's district attorney's office. The Domestic Violence Unit/Victim Service Unit also consist of two victim advocates whom provide assistance and support services directly to victims of crime. The Victim Services Unit supports victims of threatened or actual crime during the investigative and judicial processes.

The primary functions of the victim assistance unit include:

- Contact victims of crime by letter or telephone call to advise of their rights
- Offer referrals and information on community resources to victims of crime
- Assist crime victims with filing Crime Victim's Compensation claims
- Educate crime victims on the criminal justice process and provide information on the status of their investigation

Services Provided For

- Victims of sexual assault
- Victims of family and relationship violence
- Victims of violent crime
- Victims of stalking
- Surviving families of homicide victims
- Victims of non-family assaults/violence
- Families of youth that are missing or have run away
- Surviving families of suicide

4. Grant Funding Sources (Do Not Include OAIV grants)

List all grants which your organization is currently receiving or which have been applied for to support the same project being proposed in this application.

- Funding sources that would cover identical cost items outlined in this grant application and budget must be included.
- Do **Not** Include OAIV grants in this list.
- Grant sources include the following: federal, state, local, private; as well as appropriations received from local city and county units of government.

NOTE: You may need to scroll or tab right to complete this table.

	Grant Name	Grant Number / ID	Time Period of Funding	Applied	Status	Type	Amount of Funding	Purpose of Funds
1.							0.00	
2.							0.00	
3.							0.00	
4.							0.00	
5.							0.00	

Would you like to add more funding sources?

No

5. If your organization is a current OAIV Subgrantee, please select all current funding sources.

If your organization is not a current Subgrantee, select N/A.

Responses Selected:

OVW VAWA STOP - Services, Training, Officers Formula Grant Program

G. Organization Capacity

Describe your agency's expertise and organizational capacity to successfully implement the project.

Note: Please include information on the overall operations of your organization/agency here. Specific information related to the activities supported by each funding source will be requested in the project narrative section of the application

1. Brief Operational Description

This should include the overall operation of your organization. (ie. hours of operation, overall management of programmatic and fiscal responsibilities, decision making process)

(Word limit 450)

When a major crime involving a victim occurs, the Victim Services Unit's Victim Advocate is contacted by the 911 dispatch or on call detective whom respond to the crime scene. Each Advocate rotates being on-call weekly and this individual is available to the police and victim 24 hours a day for the entire on-call week. The Hattiesburg Police Department is open Sunday through Saturday 5:30am until 8pm. The Victim Advocates make referrals based on the victim's specific needs, provide assistance, shelter, clothing and medical help; court accompaniment for victims during trial periods and assistance with applications for crime compensation or private insurance. Advocates are available to assist all law enforcement officers at the Hattiesburg Police Department.

2. Describe the organization's relevant experience and recent accomplishments.

(Word limit 300)

Hattiesburg Police Department's Victim Services Unit was established in 2008, but the Police Department had employed Victim Advocates several years before the Victim Services Unit was established. The Victim Services Unit is housed within the Criminal Investigation Division of HPD. There are currently two Victim Advocate positions. The Victim Services Unit established the Sexual Assault Response Team (SART) in late 2018/early 2019. Also in 2018, both Victim Advocates attained Crisis Intervention Team (CIT) certification.

3. Personnel

a. Key Personnel:

Identify all key personnel, whether or not funded by OAIV, that will be responsible for oversight, management and implementation of the project.

Response should include the following:

1. name, title and qualifications of the individuals;
2. roles and responsibilities;
3. expected contribution to this project;
4. identification of primary contact for this grant project; and
5. identification of individual responsible for the day-to-day project activities.

(Word limit 400)

Dawn Burns is the Grant Accountant for the City of Hattiesburg, and has held this position since February 2017. She previously worked for the State Auditor's Office for three years, performing Single Audits of the school districts. She has an additional two years of experience performing Single Audits as a contractor on municipal audits. She is responsible for tracking grant expenditures, maintaining grant accounting files, grant financial reporting, and assisting with audits as needed. Dawn will serve as the primary financial point of contact for this grant.

Jennifer Shows is the Grant Coordinator for the City of Hattiesburg, and has held this position since July 2018. She previously worked as a Grant Administrator for the MS Dept. of Marine Resources. Jennifer is responsible for coordinating with city department personnel to develop programs and grant applications, submitting applications, maintaining grant files, and assisting with other grant tasks as needed—such as reporting, drawdowns, requesting extensions, and requesting budget amendments.

Whitney Harper will serve as the primary programmatic point of contact for this grant. Whitney has been funded under the VAWA grant since 2015. Whitney assists all victim victims and follow up with reports to meet all victims needs. She's responsible for attending all municipal court hearings and accompany victims and their family members through the criminal justice proceedings. Whitney also submits the monthly required reports to OAIV from the data she gathers.

b. Project Funded Personnel

Please see "Personnel Task" to provide information on all funded personnel hired or to be hired and upload requirements.

c. Organization Chart

You must provide a copy of your Organization Chart. Please see 'Personnel Task' to Upload.

4. Collaborative Partners

Describe your most significant collaborative partnerships with other organizations to ensure effective delivery of services and appropriate referrals.>Description must identify the collaborative partners.

Partnerships and collaborations can serve a variety of purposes, including: fulfilling gaps in services, referral sources, sharing resources, coordinating advocacy efforts, and/or improving operations.

Examples of collaborative partnerships may include, but not limited to such organizations in the following fields: (other) victim services programs, health care, mental health, substance abuse, schools, housing, job training, law enforcement, courts, and prosecutors.

(Word limit 400)

The Victim Services Unit collaborates with the Schaffer Center for Crisis Intervention, provides advocacy and counseling to post and secondary victims of sexual assault and homicides. Pine Belt Mental Health Resources, provides specialized services for children and their families, adults, elderly, persons with developmental disabilities, persons with chemical dependencies, and a person with a serious mental illness., Domestic Abuse Family Shelter, Inc., provides services for victims of domestic violence at no charge, including a 24-hour crisis line and a 24-hour shelter providing safe housing for women and children who are victims of domestic violence. Shelter services include child care, counseling, transportation, aftercare case management and referrals. The University of Southern Mississippi's Counseling Services which is a free and confidential mental health care service provided to students who are currently enrolled. Court Programs, provides sentencing alternative programs for adult and juvenile offenders. Specializes in the oversee of the offender of the justice systems with tracker pal and completing all mandatory requirements of the offender sentencing. Kid Hubs, providing forensic interview services and advocacy to children that have been victims of child abuse. MS Center for Legal Services (Earlene Gardner Victim Assistance Project provides legal assistance to victim of domestic violence and sexual assault: such as domestic abuse protection order, divorces, custody, housing, victim compensation and civil legal matters. External factors such as changes in state and federal laws could change how the Victim Service Unit operates.

5. Mandatory Training Attendance

a. Grant Application Management System (GAMS) Training Webinar.

Our organization certifies that one or more representatives attended the webinar or viewed the video provided by LITMOS.

Yes

If yes, please include name and title of staff who participated.

Whitney Harper- Victim Advocate

b. Civil Rights Training

Please note that all applicants, if awarded, will be required to participate in Civil Rights training. This training will be offered through a LITMOS training video. Additional information will be provided at a later date.

Program: Violence Against Women Act Services, Training, Officers and Prosecutors (STOP), FY2021

Applying For: Hattiesburg Police Department, Victims Services Unit

H. Conflicts of Interest

All applicants must provide the following information.

1. Does your organization have any current agreements/contracts with the Mississippi Department of Health (MSDH), including OAIV grants?

Yes

List all current agreements/contracts with MSDH. Include amount of grant funds and beginning/ending dates.

Do not enter any commas in amount column.

	Agreement/Contract	Amount	Begin Date	End Date
1.	FFY 2020 VAWA Stop Program	45895.28	July 1, 2019	June 30, 2020
2.		0.00		
3.		0.00		
4.		0.00		
5.		0.00		

Do you have more agreements/contracts to list?

No

Total Dollar Amount of all other current agreements/contracts with MSDH.

\$45895.28

2. Provide each member's name of your organization's Board of Directors or other governing body (i.e., trustees, alderman, supervisors, state/federal agency).

Nonprofits should include the following for the Board of Directors: Name, employment, home address, phone, email and date when current terms end. You should also indicate the Board Officers and their position.

You can respond to the question by uploading a document with the information.

Would you like to upload a document?

No

If no, please provide your response below:

(word limit 600)

Toby Barker- Mayor

Jefferey George- Ward 1 Councilman

Deborah Delgado- Ward 2 Councilwoman

Carter Carroll- Ward 3 Councilman

Mary Dryden- Ward 4 Councilwoman

Nicholas Brown- Ward 5 Councilman

3. Are any members of the governing body or project staff also MSDH employees?

No

4. Are any members of the governing body or project staff also spouses, parents, or children of MSDH employees?

No

**Program: Violence Against Women Act Services, Training, Officers and Prosecutors (STOP),
FY2021**

Applying For: Hattiesburg Police Department, Victims Services Unit

I. Service Area Description

1. List the number(s) of the congressional district(s) in which the project(s) will operate.

If you do not know your Congressional District then please visit:

<http://www.house.gov/representatives/find/>

District 4

2. Select the county(ies) in which the project(s) will operate

Responses Selected:

Forrest

Lamar

3. Please indicate whether the service area qualifies as a rural area.

Click [here](#) for more information to determine rural counties.

No

Application: Hattiesburg Police Department, Victims Services Unit

City of Hattiesburg

Violence Against Women Act Services, Training, Officers and Prosecutors (STOP), FY2021

Summary

ID: OVW-0000000041



Project Narrative

In Progress - Last edited: Jan 27 2020

Project Narrative

A. Problems and Needs

1. Identify the target population for your project.

(Word limit 200)

The target population consists of any female victims of domestic abuse, stalking, sexual assault, or any other violent act. Females between the ages of 18 and 52 have demonstrated themselves to be particularly vulnerable to incidents of domestic violence, sexual assault, and other violent acts and as such, will need to be a focal point in our efforts.

2. Identify the problem to be addressed as it exists in your service area for the target population. Include recent LOCAL geographic info, demographic info, and/or crime data as available.

(Word limit 2000)

In 2019 the Hattiesburg Police Department responded to 21 aggravated assault , 21 domestic simple assault, 14 sexual assaults, 5 stalking and 32 simple assault by threat involving female victims. Statistics have also shown that young African-American females in our community are at a greater risk for victimization. Another demographic in need of specific attention is the Latino community, which has experienced a sharp increase in incidents of domestic violence, sexual assault, and other violent acts. The community of Hattiesburg would benefit from more outreach resources. Additional affordable confidential counseling as well as rehabilitation and emergency shelters for victims of these crimes need to be offered. Because more than 75% of these victims are mothers, there should more services for job assistance and stable homes where the suspect is the sole income provider. The Victim Service Unit wrestles with gaining trust of the victims while trying to assist them.

B. Implementation

1. Describe how your agency will implement the project and provide services to address the specific needs identified for your community and target population. This must clearly correspond and align with the stated goals, objectives and activities in this project.

(Word limit 3000)

The Hattiesburg Police Department has two Victim Advocate positions. One is grant-funded and the other is funded by the Police Department. When a major crime involving a victim occurs, the Victim Services Unit's Victim Advocate is contacted. Each Advocate rotates being on-call weekly and this individual is available to the police 24 hours a day for the entire on-call week.

The Victim Advocate(s) is required to attend six court sessions a week: Monday In-Jail First Appearance Sessions at 1 p.m., Tuesday First Appearance Sessions at 8:30 a.m. and 1:30 p.m., Wednesday Trial Sessions at 8:30 a.m. and 1:30 p.m., and Friday afternoon In-Jail First Appearance Sessions at 1 p.m. For each of these court sessions, the Victim Advocate(s) reviews the case work of the cases on their docket and provides the court with a detailed criminal history of the defendant in regard to related offenses (i.e. prior cases of domestic abuse, domestic disturbances, domestic simple assaults, harassing/threatening phone calls, stalking, etc.). On trial dates, the Victim Advocate meets with the victim to explain the process of the trial, obtain information regarding the defendant and the incident that occurred, and help the victim feel as much at ease as possible. During the trial, the Victim Advocate stands before the judge with the victim, assisting her detail her story and making recommendations of dispositions.

When not in court, the Victim Advocate(s) completes a variety of other duties. The Victim Advocate(s) sorts through police reports to find cases that fall under their prevue and to make contact with these victims through letters. The Victim Advocate(s) is also responsible for maintaining monthly records reflecting the totals on the types of victims that they have served throughout the month (i.e. a running tally of how many victims of domestic violence, domestic simple assault, rape, vandalism, etc.).

2. Describe how the services provided are victim-centered, trauma-informed, and linguistically appropriate for the target community

(Word limit 650)

The services provided by Hattiesburg Police Department always prioritize victim safety and well-being; according to the victim's needs; listens to the concerns and needs of the victim; prioritizing victim safety and well-being, according to the victim's needs; takes measures to ensure confidentiality and privacy; reduces secondary trauma; gives information to explain the process and provide updates and provides options and flexibility whenever possible.

3. Describe how your agency will inform/assist victims with crime victim compensation applications and the Mississippi Crime Victims' Bill of Rights.

(Word limit 250)

The Hattiesburg Police Department Victim Service Unit provides victims with crime victim information packets. These packets include a copy of the crime victim compensation application and a copy of the MS Crime Victims' Bill of Rights. The victim also provides assistance when completing and making sure the application are mailed if applicable.

4. Outreach

a. Describe plan for conducting outreach to the target victim population(s).

(Word limit 250)

Victim Advocates conduct telephone or letter follow-ups and actively participate in community activities geared toward public awareness of related issues such as Crime Victims' Rights Week and Domestic Violence Awareness Month activities. Victim Advocates are also responsible for providing educational training to law enforcement officers, local schools, neighborhood associations, churches, and military personnel on an as-needed basis.

Release public service announcements regarding domestic violence to media outlets such as television, radio and social media.

b. Does your project propose training or other education to community and specialized groups, including members of underserved populations?

Yes

If yes, describe the training or education to be provided, including the groups to receive the training and/or education, who will deliver the training and/or education, and what will be the purpose and anticipate result of the training and/or education.

(Word limit 350)

Victim Advocates are responsible for providing educational training on domestic violence and appropriate sexual assault responses to law enforcement officers, local schools, neighborhood associations, churches, and military personnel on an as-needed or as-requested basis. Victim advocate also setup training's for self-defense for women awareness twice a year, taught by a certified self-defense trainer during the course of this training the public are advised of their rights and local resources available if needed.

5. Volunteers

a. Will your agency utilize volunteers?

No

b. If applicable and/or required by the grant funding source that volunteers must be utilized, describe your volunteer program, how volunteers are used and provide Volunteer Job Descriptions.

If not applicable, please indicate N/A.

(Word limit 450)

N/A

c. Volunteer Job Descriptions

If applicable or required by the grant funding source, see 'Volunteer Job Description' task to upload the requested information.

D. Goals, Objectives And Activities

1. GOAL(S): State the project goals as they relate to client and community needs. These should be broad statements about what the project intends to accomplish. (Limited to 5)
2. OBJECTIVES: Objectives are specific statements describing the intended outcomes/impact of the project. As used in this RFP, the term outcome/impact refers to the difference that will be made by your project. Objectives should be S.M.A.R.T. (specific, measurable, achievable, realistic and time-limited). Objectives should include a description of who will be affected (target population), and what will happen (desired, observable measurable change). (Limited to 10)
3. ACTIVITIES: Activities are the efforts conducted to achieve objectives. This section should describe the planned activities, evidence-based interventions or program elements designed to accomplish the goal(s) and objective(s) of the project. You should describe the activities to be employed by the project and who will perform them to achieve the desired results. (No limit)

Click [here](#) for more information on Goals, SMART Objectives and Activities.

How many Goals do you have?

3

GOAL #1

Reduce the frequency of incidents of domestic violence, stalking and sexual assault among women in the City of Hattiesburg, paying particular attention to females between the ages of 18-52.

Objectives for GOAL #1

List all activities that corresponds to each objective.

Only one Objective/Activity is required.

	Objective (word limit 50)	Activities (No Word limit)	Completion Date
	To increase awareness of domestic violence, stalking and sexual assault in the	Victim Advocate(s) release public service announcements regarding domestic violence to media outlets such as television, radio and	

1.	community of Hattiesburg from July 1, 2020 to June 30, 2021, paying particular attention to females between the ages of 18-52.	social media from July 1, 2020 to June 30, 2021. Post on social media regarding domestic violence once a week from July 1, 2020 to June 30, 2021, targeting females ages 18-52.	6/30/2021
2.	To conduct five community awareness events in the City of Hattiesburg on domestic violence, stalking and sexual assault from July 1, 2020 to June 30, 2021.	Victim Advocate(s) will conduct events for local awareness initiatives such as National Crime Victim's Rights Week, Stepping Out Against Violence, Domestic Violence Awareness Month, Teen Dating Violence Awareness Month, and Sexual Assault Awareness Month to promote community awareness of domestic violence.	6/30/2021
3.			
4.			
5.			

Do you have more Objectives for GOAL 1?

No

GOAL #2

Serve the City of Hattiesburg as Victim Advocate(s) for women experiencing violence.

Objectives for GOAL 2

List all activities that corresponds to each objective.

Only one Objective/Activity is required.

	Objective (word limit 50)	Activities (no word limit)	Completion Date
1.	To attend and aid in 100% of court proceedings involving victims of domestic violence, stalking and sexual assault in the City of Hattiesburg from July 1, 2020 to June 30, 2021.	Victim Advocate(s) attends all court hearings and is available to elaborate or provide a clearer understand to victims.	6/30/2021
2.	To serve as a mediator between City law enforcement and 100% of the victims from July 1, 2020 to June 30, 2021.	Victim Advocate(s) maintains communication with victims via telephone and mail updating them on court proceedings and suspect releases, restitution, and changes that may arise.	6/30/2021
3.	To further the Victim Advocate's knowledge and understanding of the field of interpersonal violence including evidence-based practices and lessons learned by September 2020.	Victim Advocate will attend annual National Organization of Victim Assistance (NOVA) Conference to gain knowledge about evidence-based practices and obtain resources to use in the City of Hattiesburg.	6/30/2021
4.			
5.			

Do you have more objectives for GOAL 2?

No

GOAL #3

Provide appropriate service referrals to victims of domestic violence, stalking and sexual assault in the City of Hattiesburg.

Objectives for GOAL 3

List all activities that corresponds to each objective.

Only one Objective/Activity is required.

	Objective (word limit 50)	Activities (no word limit)	Completion Date
1.	To provide referrals to 100% of the victims of domestic violence, sexual assault and stalking referred to the Victim Services Unit with outside agencies for mental and physical needs from July 1, 2020 to June 30, 2021.	Victim Advocate(s) provide service referrals to victims of domestic violence, sexual assault and stalking for mental and physical needs.	6/30/2021
2.			
3.			
4.			
5.			

Do you have more Objectives for GOAL 3?

No

F. Evaluation Plan

1. Data Collection

Describe the data collection procedures you will undertake to collect and report the outputs and outcomes of the planned services or activities.

*Indicate what type of data will be collected; source(s) of information (clients, staff, program documentation); and tools used to collect the information.

*Ensure data collected is linked to progress toward achieving your measurable objectives as stated in your grant application.

*Data collection sources/tools can include, but not limited to: Clients Surveys, Pre/Post Tests, Services Surveys, Testimonials, Statistical Data, Training Participant surveys, Presentation Evaluations, Attendance reports, Observations, Logic models, and input from staff meetings.

(Word limit 300)

The number of incidents of domestic violence, stalking and sexual assault will be collected and documented. Additionally, the number and type of Victim Advocate interactions with victims will be recorded, including court hearings attended, phone consultations, office visits, call-outs, letter correspondence, and service referrals. The number of public service announcements, social media posts, and awareness events will be tracked. Photos and videos will be taken at each community awareness event/activity held, and a survey will be administered at the community events that the Victim Service Unit holds.

2. Data Collection Method

Describe how you will document your activities and collect the data.

***Indicate who will be managing the data collection, who will be collecting the data and the frequency of data collection.**

***Indicate how your grant funded project will be evaluated in both qualitative (numbers), quantitative means.**

***Indicate how information or data will be collected from the target population.**

***Data collection methods can include, but not limited to: Automated data management systems; In-person or Telephone surveys, and/or documentation analysis.**

(Word limit 300)

Whitney Harper, the Victim Advocate, is responsible for managing, collecting, and recording all data for reporting. Every Monday, the Victim Advocate collects and documents the number and type of interpersonal violence events reported, along with demographic data like age, sex and race of the victim as well as the outcome of court cases. Crime Scene Analysis keeps records of all incidents of interpersonal violence as well. The Victim Advocate keeps personal logs of interactions with victims through phone consultations, office visits, call-outs, and letter correspondence. The Victim Advocate also tracks the number of public service announcements, social media posts, awareness events, court hearings attended, phone calls made, and service referrals.

3. Analysis

Describe how the data collected will be used to evaluate/analyze the project, recognize faults/strengths/successes and make adjustments, if needed.

*Indicate how the information collected will be analyzed and/or interpreted.

*Indicate who will be responsible for conducting the analyses and who else maybe involved in analyzing the information

*Indicate how your program with utilize the information obtained from the evaluation results.

*Indicate who will be responsible for follow-up and monitoring in the event it is determined other actions or activities are needed to achieve the outcome of the proposed project.

Evaluation of project activities should be ongoing throughout the life of the project.

(Word limit 300)

The Victim Advocate will continuously review and compare the number of incidents and demographic data over time to evaluate trends and determine if there is an increase or decrease in the number of court cases pertaining to domestic violence, stalking, and sexual assault. She will also review personal logs and records of communications and service referrals to ensure all victims receive all services and assistance they need as well as information pertaining to court proceedings, suspect releases, and any other important developments that may arise in a timely manner. Information gathered through victim interactions will be used to assess if victims' needs are adequately being met and what additional assistance or services may be needed. Additionally, data from the surveys administered at community awareness events will be reviewed for planning future events, to determine effectiveness as well as potential ways to improve the events for the next year. All information collectively will be considered in determining within the Victim Services Unit if/how changes need to be made in processes and procedures to better serve victims.

4. Reporting information

Describe how the information is reported to OAIV.

***Indicate how you will report (communicate) the information.**

***Indicate who will prepare, review and finalize the report.**

***Indicate who will receive the report and the frequency of the dissemination, if other than OAIV.**

At the end of each month, the data regarding interpersonal violence events, demographic information, and outcome of court cases is recorded in the Victim Advocate's monthly progress reports to OAIV. The Annual Progress Reports are a combination of all the monthly reports. Additionally, call-out reports compiled by the Victim Advocate are provided to the immediate supervisor the day after the call-out, while the Victim Advocate's personal logs are consulted by the Victim Advocate's immediate supervisor on an as-needed basis.

G. Sustainability Plan

1. Describe the plan (or steps to be taken to develop a plan) to ensure continuity of the project, in the event continued funding is not available for any reason.

- This plan should clearly set forth the commitment of the applicant agency (or its community) to the value of the services and the need for continuity of the services.
- There is no guarantee that funds will be available in the future.
- Applicants must develop a plan to sustain project activities if federal funding or state funding through OAIV is no longer available. This may be through raising local support, location of additional federal sources, creation of program income, etc.
- A statement that the program will not continue without funding is not considered a sustainability plan.

(Word limit 400)

The Victim Service Unit would continue with funding through the Hattiesburg Police Department (through the City of Hattiesburg's General Fund) if grant funding is no longer available. Without the grant funds, some elements of the projected budget would most likely be eliminated. Some items that may disappear would include continued education for the Victim Advocate through conference attendance, equipment to be used in victim interviews and with the Victim Intervention Program, and funds for conducting community awareness events. The Victim Service Unit has received contributions from community sources at special events in the past. The Hattiesburg Police Department recognizes the value of the services of the Victim Service Unit and wishes for its continued success.

Application: Hattiesburg Police Department, Victims Services Unit

City of Hattiesburg

Violence Against Women Act Services, Training, Officers and Prosecutors (STOP), FY2021

Summary

ID: OVW-0000000041



Civil Rights Compliance Form

In Progress - Last edited: Jan 27 2020

Civil Rights Compliance Form

Civil Rights Compliance

Please respond to the following questions.

1. If your organization is required to prepare a Utilization Report (formerly Equal Employment Opportunity Plan (EEO)) in accordance with 20 C.F.R. Sections 42.301-308, does the Sub-grantee have the Utilization Report on file for review?

Yes

If yes, indicate date Utilization Report was prepared.

Nov 1 2009

2. Is your organization required to submit a Utilization Report to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) in accordance with 28 C.F.R. 42.301-308, has your organization done so?

Yes

If yes, indicated date your organization submitted the Utilization Report.

Nov 3 2009

3. Has your organization submitted a Certification Form to OCR certifying compliance with the Utilization Report requirements?

Yes

If yes, indicate date your organization submit the Certification Form.

Nov 3 2009

4. How does your organization notify program participants and beneficiaries (e.g., through brochures, postings, or policy statements) that it does not discriminate in the delivery of services or benefits based on race, color, national origin, religion, sex and age (as well as sexual orientation and gender identity if the Sub-grantee receives funding from the Office of Violence Against Women (OVW) or under the Violence Against Women Act (VAWA of 1994, as amended)?

All complaints alleging discrimination are handled directly through Hattiesburg Police Department Internal Affairs, contact information for filing complaints can be found on the City of Hattiesburg Police Department website.

5. How does your organization notify employees and prospective employees (e.g. through advertisements, recruitment materials, postings, dissemination of orders or policies) that it does not discriminate on the basis of race, color, national origin, religion, sex, and disability (as well as sexual orientation and gender identity if your organization receives funding from OVW or under VAWA)?

Equal Opportunity Employment Posters are displayed in human resources and near time clocks. Additionally, a notice is included on the application for employment.

6. Does your organization have written policies or procedures for notifying employees on how to file complaints alleging discrimination by the Sub-grantee?

Yes

If yes, explain these policies and procedures.

All complaints alleging discrimination are handled directly by EEOC, contact information is posted in human resources and by the time clock.

7. Does your organization have written policies or procedures for notifying program participants and beneficiaries on how to file complaints alleging discrimination by your organization, including how to file complaints with the MS State Department of Health Office Against Interpersonal Violence and the OCR?

Yes

If yes, explain these policies and procedures.

All complaints alleging discrimination are handled directly through Hattiesburg Police Department Internal Affairs, contact information for filing complaints can be found on the City of Hattiesburg Police Department website.

8. Does your organization have more than 50 employees and receive DOJ funding of \$25,00 or more?

Yes

If yes, has your organization taken the following actions:

(a) Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42 Sub-part G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?	Yes
(b) Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Pat 42, Subpart G?	Yes
(c) Notified participants, beneficiaries, employees, applicants, and others that the program does not discriminate on the basis of disability?	Yes

Comments

(No response)

9. Does your organization operate an education program or activity?

No

10. Has your organization complied with the requirement to submit to the OCR any adverse findings of discrimination against your organization based on race, color, religion, national origin, or sex that are the result of a due process hearing conducted by a federal or state court or a federal or state administrative agency?

N/A

Comments

(No response)

11. What steps has your organization taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?

We have several contacts who are proficient in other languages we can contact for help with communication LEP. We also have other information posted in other languages.

12. Does your organization have a written language-access policy on providing services to LEP persons:

Yes

13. Does your organization conduct any training for its employees on the requirements under federal civil rights laws?

No

14. Does your organization provide federally funded services to eligible beneficiaries regardless of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice?

No

15. Does your organization conduct religious activities as part of its programs or services?

No

16. Is your organization a religious institution or faith-based organization?

No

Comments

(No response)

17. If your organization receives funding under VAWA or from OVW, does it serve male victims of domestic violence, dating violence, sexual assault, and stalking?

Yes

18. If your organization receives funding under VAWA or from OVW, does your organization provide sex-segregated or sex-specific services?

No

19. Will your organization attend mandatory Civil Right Compliance Training conducted by MSDH/OAIV?

Yes

Application: Hattiesburg Police Department, Victims Services Unit

City of Hattiesburg

Violence Against Women Act Services, Training, Officers and Prosecutors (STOP), FY2021

Summary

ID: OVW-0000000041



Personnel

In Progress - Last edited: Jan 24 2020

Personnel

Organization and Grant Project Staff

Is this project requesting funding for personnel?

Yes

If yes, Provide name and position of all funded personnel for this grant application. If the position is not yet filled, list as vacant.

	Name	Funded Position	Position Status
1.	Whitney Harper	Victim Advocate	Filled
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Do you have more positions to list?

No

You must upload the following for all key personnel and each requested funded position for this grant application.

- **Job Descriptions (hired or to be hired);**
- **resumes; and**
- **any certification or license required for the employee's position.**

Whitney Harper Resume 2.docx

Filename: Whitney Harper Resume 2.docx **Size:** 25.4 kB

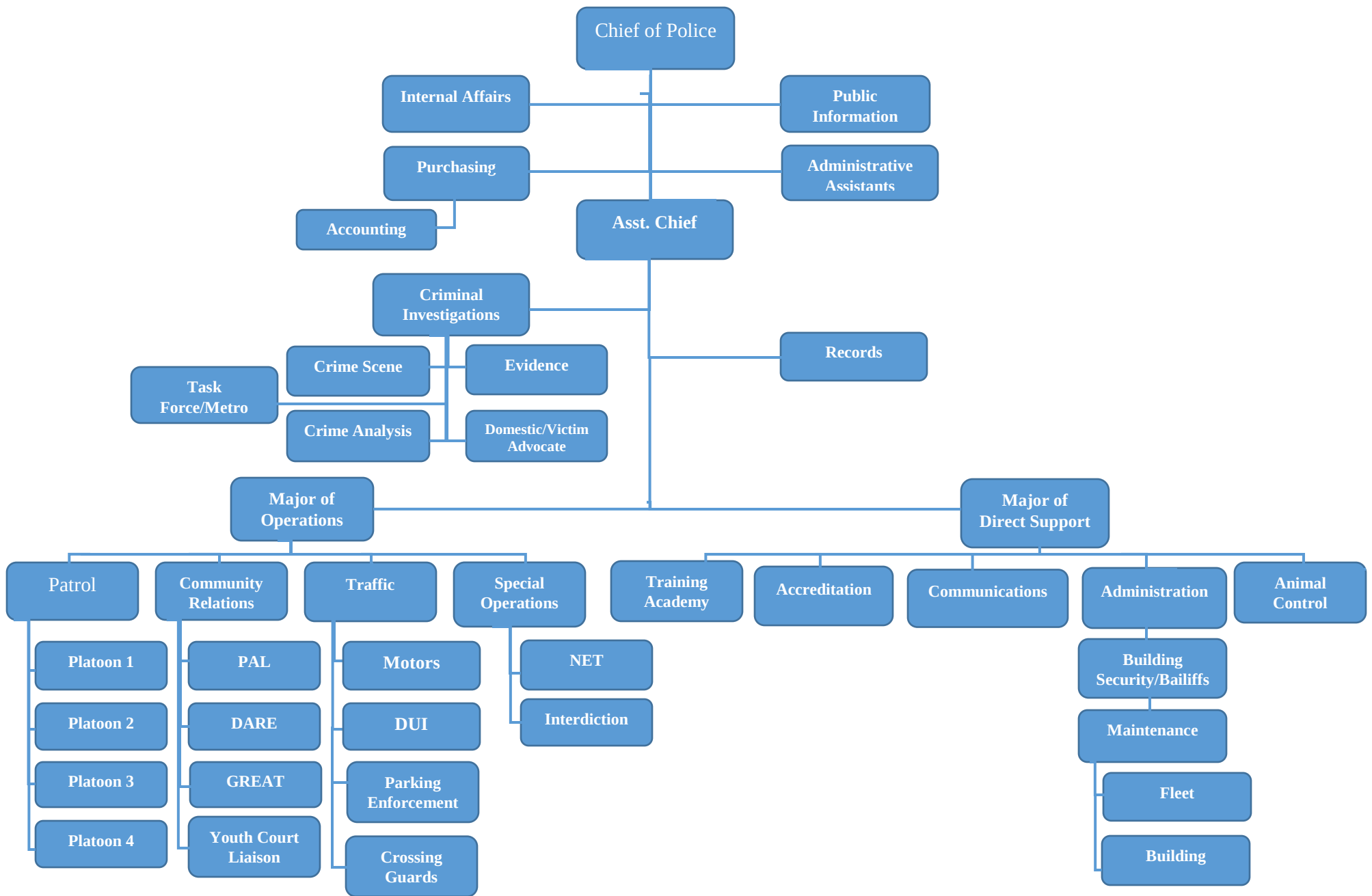
Victim Advocate Job Description.doc

Filename: Victim Advocate Job Description.doc **Size:** 31.2 kB

You must upload Upload your Organizational Chart

Organization Chart.pdf

Filename: Organization Chart.pdf **Size:** 297.1 kB



Revised 8/31/2018

Budget Detail Year 1

Organization Name: City of Hattiesburg

Agency Name: Hattiesburg Police Department

Fund Source: VAWA STOP

Project Title: Hattiesburg Police Department Victim Service Unit

Period Begin: 7/1/2020

Period End: 6/30/2021

Name	Position	Computation					Non-Federal Match			Total Federal/State Funds
		Annual Salary or Hourly Rate	Type of Rate	Hours Worked	Percentage of Time	Total Project Cost	Cash	In-kind	Total Match	
Whitney Harper	Victim Advocate	\$29,996.00	salary	2080	100%	\$ 29,996.00			\$ -	\$ 29,996.00
Total(s)						\$ 29,996.00	\$ -	\$ -	\$ -	\$ 29,996.00

Personnel Narrative

The victim advocate will offer victims information, emotional support, and help finding resources and filling out paperwork. The advocate may also contact organizations, such as criminal justice or social service agencies, to get help or information for victims. The advocate will rotate on call for after hours assistant to victims if needed.

B. Payroll Taxes

Description	Computation					Non-Federal Match			Total Federal/State Funds
	Type	Cost Base	Rate	% of Time	Total Project Cost	Cash	In-kind	Total Match	
Funded personnel	FICA	\$ 29,996.00	7.65%	100.00%	\$ 2,294.69	\$573.67		\$ 573.67	\$ 1,721.02
Funded personnel	Unemployment Taxes	\$ 29,996.00	0.50%	100.00%	\$ 149.98	\$ 37.49		\$ 37.49	\$ 112.49
Total(s)					\$ 2,444.67	\$ 611.16	\$ -	\$ 611.16	\$ 1,833.51

Payroll Taxes Narrative

The item includes necessary payroll taxes for funded staff, Whitney Harper. The cost base is the total salary allocate to the project. FICA rate is calculated at 7.65% and the unemployment rate is 0.50%. We are matching each line item of payroll taxes with a 25% cash match.

C. Fringe Benefits

Name	Computation (Note - If Type is "Combination", describe in narrative.)					Non-Federal Match			Total Federal/State Funds
	Type	Cost Base	Rate	% of time	Total Project Cost	Cash	In-kind	Total Match	
Whitney Harper	Health	Monthly	\$ 354.27	100.00%	\$ 4,251.24	\$ 4,251.24		\$ 4,251.24	\$ -
Whitney Harper	Other	Monthly	\$ 5.33	100.00%	\$ 63.96	\$ 63.96		\$ 63.96	\$ -
Whitney Harper	Other	Monthly	\$ 154.98	100.00%	\$ 1,859.76	\$ 1,859.76		\$ 1,859.76	\$ -
Whitney Harper	Other	Monthly	\$ 434.94	100.00%	\$ 5,219.28	\$ 5,219.28		\$ 5,219.28	\$ -
Total(s)					\$ 11,394.24	\$ 11,394.24	\$ -	\$ 11,394.24	\$ -

Fringe Benefits Narrative

The Victim Advocate, Whitney Harper, is to be funded at a rate of \$29,996.00 for twelve months. The City of Hattiesburg will finance a social security match of \$154.98 per month totaling \$1859.76, a retirement match of \$434.94 per month totaling \$5,219.30, a medical insurance (health employee only) match of \$354.27 per month totaling \$4, 251.24, and a Worker's Compensation match of \$5.33 per month totaling \$63.96. The total match of fringe benefits is \$11,394.26.

D. Travel - In State

Purpose of Travel	Conference & Location or Coverage area	Item	Computation (Note - If Item is "Mileage", leave "# of Staff" blank.)				Non-Federal Match			Total Federal/State Funds
			Rate or Cost	# of Staff	# of Miles or Nights/Days	Total Project Cost	Cash	In-kind	Total Match	
Conference	TBD	Lodging	\$125.00	1	3	\$ 375.00	\$93.75		\$ 93.75	\$ 281.25
Conference	TBD	Meals	\$ 46.00	1	3	\$ 138.00	\$ 34.50		\$ 34.50	\$ 103.50
Conference	TBD	Other	\$250	1	1	\$ 250.00	\$ 62.50		\$ 62.50	\$ 187.50
Total(s)						\$ 763.00	\$ 190.75	\$ -	\$ 190.75	\$ 572.25

Travel - In State Narrative

The City of Hattiesburg will provide travel expenses for the advocate to attend local conferences in Mississippi. Expenses necessary for attendance at the upcoming conference includes lodging at \$125 per night for 3 nights; meals for one employee at the state meal reimbursement rate of \$46 per day for 3 days and 1 day travel conference. Match is calculated at 25% of each line item.

E. Travel - Out of State

Purpose of Travel	Conference & Location or Coverage area	Item	Computation (Note - If Item is "Mileage", leave "# of Staff" blank.)				Non-Federal Match			Total Federal/State Funds
			Rate or Cost	# of Staff	# of Miles or Nights/Days	Total Project Cost	Cash	In-kind	Total Match	
Conference	Orlando, FL	Lodging	\$ 127.00	1	5	\$ 635.00			\$ -	\$ 635.00
Conference	Orlando, FL	Meals	\$ 55.00	1	5	\$ 275.00			\$ -	\$ 275.00
Other	Orlando, FL		\$ 575.00	1	1	\$ 575.00			\$ -	\$ 575.00
Total(s)						\$ 1,485.00	\$ -	\$ -	\$ -	\$ 1,485.00

Travel - Out of State Narrative

The Victim Advocate will travel to the 46th Annual NOVA Conference July 26-31 in Orlando, FL. The training provides caregivers with techniques to best deliver critical education and emotional first aid to victims, survivors and community members in the event of a mass-casualty or natural disaster. This conference focuses on the intersection of technology and domestic and sexual violence, stalking and trafficking. The Victim Advocate will gain knowledge and obtain resources to use in the City of Hattiesburg. The total cost of this trip is \$1485: lodging is \$127 per day for 5 days = \$635; meals are \$55 per day for 4 days = \$275 and registration is \$575. The City of Hattiesburg will provide transportation to and from the Orlando FL, which will be 1186 miles roundtrip, no reimbursement needed for mileage.

F. Contractual

Purpose	Description	Computation						Non-Federal Match			Total Federal/State Funds
		Cost Base	Rate	Quantity	Total Budget Expense	Percentage	Total Project Cost	Cash	In-kind	Total Match	
					\$ -		\$ -			\$ -	\$ -
Total(s)							\$ -	\$ -	\$ -	\$ -	\$ -

Contractual Narrative

G. Commodities

Purpose	Description	Computation						Non-Federal Match			Total Federal/State Funds
		Cost Base	Rate	Quantity	Total Budget Expense	Percentage	Total Project Cost	Cash	In-kind	Total Match	
Education and outreach		per month	\$107	12.00	\$ 1,284.00	100.00%	\$ 1,284.00	\$ 321.00		\$ 321.00	\$ 963.00
Total(s)							\$ 1,284.00	\$ 321.00	\$ -	\$ 321.00	\$ 963.00

Commodities Narrative

The Victim Advocate requests \$1,000 with a \$286 match (\$107/month) in commodities for educational and informational materials for outreach and educational events. Promotional materials include but are not limited to: buttons, bags, water bottles, stickers, pens and pencils with resource information. The informational materials will be used at outreach and educational events to spread awareness of domestic violence. The City of Hattiesburg will finance office supplies and printing/reproduction material of \$500 to fund the day to day operations of the Victim Advocate with printing and office supplies. Office supplies include, but are not limited to: pens, pencils, notebooks, notepads, and sticky notes of various sizes, white-out, paperclips, binder clips, business cards, blank recordable/writeable CDs, staplers, staples, tape dispensers, tape, thumbtacks, and highlighters.

H. Capital Outlay Equipment

Purpose	Description	Computation						Non-Federal Match			Total Federal/State Funds
		Cost Base	Rate	Quantity	Total Budget Expense	Percentage	Total Project Cost	Cash	In-kind	Total Match	
					\$ -		\$ -			\$ -	\$ -
Total(s)							\$ -	\$ -	\$ -	\$ -	\$ -

Equipment Narrative**J. Other Costs**

											Total Federal/State Funds
											\$ -
					\$ -		\$ -			\$ -	\$ -
											\$ -

Other Costs Narrative

J. Indirect Costs*(10% de minimis rate; enter amount from separate Indirect Cost Calculator)*

Description			
	Cost Base	Indirect Cost Rate	Total Federal Funds
Indirect Costs			\$ -

Total \$ -

Indirect Costs Narrative

--

Totals				
Non-Federal Match			Total Federal/State Grant Funds	Total Project Budget
Cash	In-kind	Total Match		
\$ 12,517.15	\$ -	\$ 12,517.15	\$ 34,849.76	\$ 47,366.91

Budget Summary**Organization Name:**City of Hattiesburg**Agency Name:**Hattiesburg Police Department**Fund Source:**VAWA STOP**Project Title:**Hattiesburg Police Department Victim Service UTotal
Project
Budget

Budget Year 1

Budget Category	Federal/State Funds	Non-Federal Match	
A. Personnel	\$ 29,996.00	\$ -	\$ 29,996.00
B. Payroll Taxes	\$ 1,833.51	\$ 611.16	\$ 2,444.67
C. Fringe Benefits	\$ -	\$ 11,394.24	\$ 11,394.24
D. Travel - In State	\$ 572.25	\$ 190.75	\$ 763.00
E. Travel - Out of State	\$ 1,485.00	\$ -	\$ 1,485.00
F. Contractual	\$ -	\$ -	\$ -
G. Commodities	\$ 963.00	\$ 321.00	\$ 1,284.00
H. Equipment	\$ -	\$ -	\$ -
I. Subsidies, Loans and Grants	\$ -	\$ -	\$ -
Total Direct Costs	\$ 34,849.76	\$ 12,517.15	\$ 47,366.91
J. Indirect Costs	\$ -		\$ -
Total Project Costs	\$ 34,849.76	\$ 12,517.15	\$ 47,366.91

Percent of Grant Request to Total	74%	74%
Percent of Match to Total	26%	26%
Percent Project Total	100%	100%

Application: Hattiesburg Police Department, Victims Services Unit

City of Hattiesburg

Violence Against Women Act Services, Training, Officers and Prosecutors (STOP), FY2021

Summary

ID: OVW-0000000041



Match Source Verification Upload

In Progress - Last edited: Jan 27 2020

Match Source Verification

Match Source Verification

A. Please refer to the corresponding Request for Proposals for information on match requirements.

1. List intended match sources and amounts for this grant application project.
2. Funds from Federal sources or items obtained using federal funds **MAY NOT** be used to meet the match requirement.
3. Match source value(s) may only be used once.

Match Sources

Do not use commas.

	Cash/In-kind sources	Amount/Value
1	City - Payroll Taxes	611.16
2	City - Fringe Benefits	11394.24
3	City - Travel - In State	190.75
4	City - Commodities	321.00
5		0.00

Total Match

\$ 12517.15

B. VOCA ONLY

Partial match waivers for the VOCA grant may be requested in cases of hardship.

Is your organization requesting a VOCA Match Waiver?

N/A

Application: Hattiesburg Police Department, Victims Services Unit

City of Hattiesburg

Violence Against Women Act Services, Training, Officers and Prosecutors (STOP), FY2021

Summary

ID: OVW-0000000041



Financial Capability Questionnaire

In Progress - Last edited: Jan 27 2020

Financial Capability

MS State Department of Health Office Against Interpersonal Violence

BACKGROUND

All grant recipients through the Mississippi State Department of Health, Office Against Interpersonal Violence must meet certain financial management systems and internal control requirements, including those set out on the **"Part 200 Uniform Requirements" (2 C.F.R. Part 2800)**.

At a minimum, the financial management system of each MSDH/OAIV award recipient must provide for the following:

(1) Accounts of all grants identify:

- all federal awards received and expended;
- federal programs under which all federal awards were received; and
- MSDH/OAIV sub-grant number, year of the award and the federal funding source for the sub-grant.

(2) Accurate, current and complete disclosure of the financial results of each award or program.

(3) Records that adequately identify the source and application of funds for federally funded activities.

- These records must contain information pertaining to awards, authorizations, obligations, un-obligated balances, assets, expenditures, income and interest, and be supported by source documentation.

(4) Effective control over and accountability for all funds, property and other assets.

- The recipient must adequately safeguard all assets and ensure they are used solely for authorized purposes.

(5) Comparison of expenditures with budget amounts for each award.

(6) Other important requirements related to:

- records retention;
- access to award-related records and personnel; and
- use of open and machine-readable formats for records (format that data can be easily processed and read by a computer).

For additional information on management of federal grant funds, you can refer to the [OJP Financial Guide](#).

A. ORGANIZATION IDENTIFYING INFORMATION

1. Organization Name and Address:

Organization Name:	City of Hattiesburg
Street 1:	P.O. Box 1898
Street 2:	(No response)
City:	Hattiesburg
State:	MS
Zip Code:	39401

2. Authorized Official:

Please refer to the [Organizational Authority document](#) before completing items 2-3.

First Name:	Toby
Last Name:	Barker
Title:	Mayor
Email:	mayor@hattiesburgms.com
Phone:	601-545-4501

3. Authorized Financial Official:

Financial official must have obligatory authority and information to certify this document on behalf of the organization.

This individual must also have decision making authority pertaining to budget matters and fiscal responsibilities. This can include a chief financial officer, finance director, agency director or Board Treasurer.

First Name:	Lisa
Last Name:	Hanson
Title:	Comptroller
Email:	lhanson@hattiesburgms.com
Phone:	601-554-1034

4. Year Organization was Established:

1903

5. Employer Identification Number (EIN):

64-6000432

6. DUNS Number:

079448130

7. Is the organization a nonprofit entity(including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)?

No

B. AUDIT

8. For purposes of this questionnaire, an “audit” is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

A non-Federal organization that expends \$750,000 or more during the non-Federal organization's fiscal year in Federal awards must have a single or program-specific audit conducted for that year. A non-Federal organization that expends less than \$750,000 during the non-Federal organization's fiscal year in Federal awards is exempt from Federal audit requirements for that year. Please refer to Subpart F of 2 C.F.R. Part 200 for additional guidance.

a. Has the organization undergone any of the following types of audit(s)(Please check all that apply):

Click [here](#) for explanation of audit types.

Responses Selected:

“Single Audit” under OMB A-133 or Subpart F of 2 C.F.R. Part 200

Financial Statement Audit

c. Most Recent Audit Report Issued:

Within the last 12 months

9. Auditor's Opinion

a. On the most recent audit, what was the auditor’s opinion?

Qualified Opinion

b. Enter the number of findings (if none, enter "0"):

3

c. Enter the dollar amount of questioned costs (if none, enter "\$0"):

Do not enter any commas.

\$ 0.00

d. Were material weaknesses noted in the report or opinion?

Yes

C. ACCOUNTING SYSTEM

10. Which of the following best describes the organization's accounting system:

Combination of manual and automated

11. Does the organization's accounting system have the capability to identify the receipt and expenditure of award funds separately for each federal award?

Yes

12. Does the organization's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?

Yes

13. Does the organization's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?

Yes

14. Does the organization's accounting system have the capability to:

a. accurately track employees actual time spent performing work for each federal award?

Yes

b. to accurately allocate charges for employee salaries and wages for each federal award?

Yes

c. maintain records to support the actual time spent?

Yes

15. Does the organization's accounting system include budgetary controls to preclude from incurring obligations or costs that exceed the amount of funds available under a grant award (the total amount of the award, as well as the amount available in each budget cost category)?

Yes

16. Is the organization familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R. Part 200?

Yes

D. PROPERTY STANDARDS AND PROCUREMENT STANDARDS

Property Standards:

17. Does the organization's property management system(s) maintain the following information on property purchased with federal award funds:

a. description of the property	Yes
b. an identification number	Yes
c. the source of funding for the property, including award number	Yes
d. if applicable, who holds title	Yes
e. acquisition date	Yes
f. acquisition cost	yes
g. federal share of the acquisition cost	Yes
h. location and condition of the property	Yes
i. ultimate disposition information	Yes

Procurement Standards:

18. Does the organization maintain written policies and procedures for procurement transactions that:

a. are designed to avoid unnecessary or duplicative purchases	Yes
b. provide for analysis of lease versus purchase alternatives	Yes
c. set out a process for soliciting goods and services	Yes
d. include standards of conduct that address conflicts of interest	Yes

19. Are procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?

Yes

20. Do the procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?

Yes

21. Does the organization have written policies and procedures designed to prevent the organization from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the “Excluded Parties List” system (www.sam.gov/SAM/) for suspended or debarred sub-grantees.

Click [here](#) for instructions on how to search an entity or individual in SAM.

Yes

E. TRAVEL POLICY

22. Does the organization maintain a standard travel policy?

Yes

If yes, please select if your organization adheres to any of the following regulations:

Combination of the above

F. SUBRECIPIENT MANAGEMENT AND MONITORING

23. Does the organization award or intend to award sub-grants to other entities?

Yes

a. If yes, does the organization have written policies, procedures, and/or guidance designed to ensure that any subawards made by the organization under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the organization, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?

Yes

b. If yes, is the organization aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?

For more guidance on the difference between a subaward and a contract, please click [here](#).

Yes

c. If yes, does the organization have written policies and procedures designed to prevent the organization from making a subaward under a federal award to any entity or individual is suspended or debarred from such subwards?

Yes

G. DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

24. Is the organization designated “high risk” by any grant-making agency other than OAIV?

High risk includes any status under which an awarding agency provides additional oversight due to the organization's past performance, or other programmatic or financial concerns with the applicant.

No

H. CERTIFICATION ON BEHALF OF THE ORGANIZATION

The certification must be made by the organization's authorized official or their designee **and** the chief financial officer or other financial official with the requisite knowledge and authority.

Click [here](#) for more information on authorized official and designee.

Authorized Official Certification (or Designee)

On behalf of the organization, I certify to the MS State Department of Health, Office Against Interpersonal Violence, that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the organization.

Authorized Official or Designee Signature

Name:	Toby Barker
Title:	Mayor
Phone Number:	601-545-4501

DATE SIGNED:

Feb 4 2020

Chief Financial Officer or other Financial Official Certification

On behalf of the organization, I certify to the MS State Department of Health, Office Against Interpersonal Violence, that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the organization.

The financial official must have the obligatory authority and information to provide certification on behalf of the organization.

This individual must also have decision making authority pertaining to budget matters and fiscal responsibilities. This can include a chief financial officer, finance director, agency director or Board Treasurer.

Chief Financial Officer or other financial official Signature

Name:	Lisa Hanson
Title:	Comptroller
Phone Number:	601-554-1034

DATE SIGNED:

(No response)

File Upload

In the event the signature function is not working properly on your computer, please download this form, print, sign and upload here.

Application: Hattiesburg Police Department, Victims Services Unit

City of Hattiesburg

Violence Against Women Act Services, Training, Officers and Prosecutors (STOP), FY2021

Summary

ID: OVW-0000000041



Assurances and Certifications

In Progress - Last edited: Jan 27 2020

ASSURANCES AND CERTIFICATIONS

A. Non-Supplanting:

The undersigned certifies, to the best of his or her knowledge and belief, that no federal funds will be used to supplant or replace funds or other resources that would otherwise have been made available or previously budgeted for this project and that the information contained in this certification is correct and in accordance with the requirements of the application guidelines.

B. Lobbying Certification:

1. The undersigned 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 undersigned, 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Reporting of Fraud, Waste and Abuse

The undersigned certifies, to the best of his or her knowledge and belief, that it has policies:

1. requiring that any person having credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person affiliated with this organization has either submitted a false claim for grant funds under the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or other similar misconduct involving grant funds to report the fraud, waste, abuse or other misconduct to OAIV;
2. for providing notification to employees and those receiving services of this policy; and
3. include information on how to report to the Office of the Inspector General, U.S. Department of Justice, Investigations Division.

D. Non-Disclosure

The undersigned certifies, to the best of his or her knowledge and belief, that it does not, and will not, require any employee or contractor to sign an internal confidentiality agreement or statement prohibiting or otherwise restricting, or purports to prohibit or restrict, the reporting of waste, fraud or abuse to an investigative or law enforcement representative of a federal or state department or agency authorized to receive such information.

E. Non-Retaliation

The undersigned certifies, to the best of his or her knowledge and belief, that the organization does not, and will not, discriminate against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health and safety, or a violation of law, rule or regulation related to a federal grant or imposed by OAIV. This includes any allegation of a violation of a civil rights law or non-discrimination provision.

F. Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Federal Executive Orders 12549 and 12689 require the Mississippi State Department of Health to screen each covered lower-tier participant (sub-grantees) to determine whether each has a right to obtain a

contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. By signing and submitting this certification the lower tier participant accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Mississippi State Department of Health may pursue available remedies, including suspension and/or debarment.
2. The contractor will provide immediate written notice to the person to which this certification is submitted if at any time it learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words “covered contract”, “debarred”, “suspended”, “ineligible”, “participant”, “person”, “principal”, “proposal”, and “voluntarily excluded”, as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The contractor agrees by submitting this certification that, should the proposed covered agreement be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The contractor further agrees by submitting this certification that it will include this certification titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts” without modification, in all covered transactions or subcontracts and in solicitations for all covered transactions or subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A participant must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract’s initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. 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.
8. If a participant in a covered transaction knowingly enters into a covered subcontract with a

person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, including suspension and/or debarment.

The undersigned certifies, to the best of his or her knowledge and belief, as follows: (check as appropriate)

Responses Selected:

The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Mississippi.

G. Certification Regarding Meaningful Access to Individuals with LEP and Equal Opportunity Requirements

As the Authorized Official for the below identified Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of the Subgrantee's duties and responsibility under Parts I and II of this Certification.

Part 1. Requirements of Subgrant Recipients: All subgrant recipients (regardless of the type of entity or the amount of funding awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access to all persons.

I certify that this agency will maintain data (and submit when required) to ensure that services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 C.F.R. 42.207 and 42.301 et seq; and our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act (See also Executive Order #131166).

I certify that this agency will maintain data (and submit when required) to ensure that services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 C.F.R. 42.207 and 42.301 et seq; and our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act (See also Executive Order #131166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Office Against Interpersonal Violence, Mississippi State Department of Health, within forty-five (45) days of the finding, and/or if the finding occurred prior to the grant award date.

In the space provided below, **identify** the person responsible for reporting civil rights findings of discrimination (include name, title, address and phone number):

Harris Tapp, Lt. Internal Affairs

601-545-4936

300 Klondyke St.

Hattiesburg, MS 39401

H. Equal Employment Opportunity Utilization Report (formerly EEOP) Certification.

Check the Certification that applies to this subrecipient agency during the period of the grant duration.
Check only the one appropriate Certification (A, B, or C).

Certification A

No Responses Selected

Certification B

Responses Selected:

CERTIFICATION B: UTILIZATION REPORT MUST BE ON FILE. This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from OAIV, MSDH, more than \$25,000 but less than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I certify that the funded entity has formulated a Utilization Report in accordance with 28 C.F.R. 42.301 et seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of OAIV, MSDH, or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice (OCR), as required by relevant laws and regulations

Certification C

No Responses Selected

Organization Name:

City of Hattiesburg

Authorized Official's Signature (or Designee):

Authorized Official's (or Designee's) Typed Name:

Toby Barker

Authorized Official's (or Designee's) Title:

Mayor

Date Signed

Feb 4 2020

File Upload

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Application: Hattiesburg Police Department, Victims Services Unit

City of Hattiesburg

Violence Against Women Act Services, Training, Officers and Prosecutors (STOP), FY2021

Summary

ID: OVW-0000000041



Application Submission Signature

In Progress - Last edited: Jan 27 2020

Application Submission Signature

As the authorized signatory official or designee, by signing this document I attest to the following:

- I have reviewed this application and all information contained in the application is true and correct to the best of my knowledge; and
- I have been duly authorized to sign this application by the appropriate governing body.

Signature

Name

Toby Barker

Title

Mayor

Date

Feb 4 2020

Phone Number

601-545-4501

File Upload

In the event the signature function is not working properly on your computer, please download, print, sign and upload the document here.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, February 4, 2020

Re: Ratify and confirm the Mayor's reappointment of James Hughes (W5) to the Board of Adjustment for a term beginning February 6, 2020 and ending February 5, 2023.
File Number: 2020-59
Minute Book #

Summary

Board of Adjustment - Reappointment of James Hughes (W5)

Recommendation Statement

Ratify and confirm the Mayor's reappointment of James Hughes (W5) to the Board of Adjustment.

Please place this on the February 4, 2020 City Council meeting for consideration.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Board of Adjustments

TERM OF OFFICE 3 years PERIOD February 6, 2020 through February 5, 2023

TERM EXPIRED: X OR RESIGNED: _____ LETTER ATTACHED: _____

REPLACES Re-Appointment

NAME OF PROPOSED APPOINTEE James Hughes

ADDRESS 500 McInnis Springs Rd

HOME PHONE NUMBER 601-596-6365 WARD Ward 5

PLACE OF EMPLOYMENT Timber industry

EMPLOYMENT ADDRESS _____

EMPLOYMENT PHONE NO: _____ POSITION: _____

PERSON CONTACTED BY Ginger Lowrey DATE: 1/23/2020

AGREED TO SERVE: X DECLINED: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 4, 2020

Re: Ratify agreement approved at MB 2019-209 by and between the City of Hattiesburg and The Alabama Great Southern Railroad Company for the purchase of a parcel of land for the Longleaf Trace African American Museum Project for the purchase price of \$50,000.00; Acknowledge attempts to negotiate the agreement down to the appraised value of \$37,200.00 failed; Determine the fair market value to be \$50,000.00 which covers additional costs of eminent domain proceedings, and approve the administrative settlement of \$50,000.00 as commensurate with the fair market value of the property and as reasonable, prudent and in the best interest of the public; Authorize issuance of a manual check in payment of same.
File Number: 2020-60
Minute Book #

Summary

Ratify agreement approved at MB 2019-209 by and between the City of Hattiesburg and The Alabama Great Southern Railroad Company for the purchase of a parcel of land for the Longleaf Trace African American Museum Project for the purchase price of \$50,000.00; Acknowledge attempts to negotiate the agreement down to the appraised value of \$37,200.00 failed; Determine the fair market value to be \$50,000.00 which covers additional costs of eminent domain proceedings, and approve the administrative settlement of \$50,000.00 as commensurate with the fair market value of the property and as reasonable, prudent and in the best interest of the public; Authorize issuance of a manual check in payment of same.

Recommendation Statement

I recommend ratification of this item. We have made efforts to negotiate the price down to the appraised value, but the railroad will not accept anything less than \$50,000 for the property.

Please place this on the February 4, 2020 City Council meeting for consideration.

CONTRACT OF PURCHASE AND SALE

This Contract of Purchase and Sale (hereinafter "**Agreement**"), dated this 3rd day of Sept., 2019 (the "**Effective Date**"), between **THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY**, an Alabama corporation, hereinafter called "**Seller**"; and **CITY OF HATTIESBURG**, a Mississippi municipal corporation, hereinafter called "**Purchaser**";

WITNESSETH:

1. **Premises.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, subject to the terms and conditions hereinafter set forth, the land and improvements of Seller in Hattiesburg, Forrest County, Mississippi, consisting of .68 acres, more or less, together with (i) all servitudes, easements, appurtenances and hereditaments appertaining thereto, and (ii) all improvements, structures, landscaping, and appurtenances situated thereon (hereinafter collectively referred to as "**Premises**"), being located substantially as shown on Exhibit "A" attached hereto and made a part hereof.

2. **Purchase Price.** The purchase price for said Premises (hereinafter called the "**Purchase Price**") is **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**.

3. **Survey.** The exact area of land to be purchased is to be determined by a survey made by a registered land surveyor licensed in the State of Mississippi (the "**Survey**"). The Survey, which is subject to approval of Seller, shall be obtained by and at the sole cost of Purchaser. Purchaser shall arrange for the Survey of the Premises and, within not more than thirty (30) days from the Effective Date, shall furnish Seller three (3) copies of the metes and bounds description describing the exact area to be conveyed, and three (3) prints of a survey plat, acceptable to Seller and to the officials responsible for recordation of deeds in the County or City in which the Premises lie, for use by Seller in preparation of the deed and other papers. The Survey shall show the location of all improvements, buildings, highways, streets, roads, railroads, rivers, lakes, creeks or other water courses, fences, encroachments, easements and rights of way on or adjacent to the land to be purchased and shall set forth the total number of square feet or acres contained within the Premises together with a metes and bounds description of the Premises.

4. **Earnest Money.** The earnest money to bind this Agreement, receipt of which is hereby acknowledged, is **FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00)** (the "**Earnest Money**"), which amount shall be credited toward the total price at closing. The Earnest Money may be retained by Seller if Purchaser, through no fault of Seller, shall fail to close in accordance with the terms of this Agreement. The parties acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default. Seller's retention of said Earnest Money together with all interest thereon is not intended as a penalty, but as full liquidated damages.

5. **Type of Conveyance.** At closing, the Seller shall convey the Premises to Purchaser by quitclaim deed subject to the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Applicable zoning laws and regulations; and
- (c) All easements, conditions, reservations, leases, licenses and restrictions as may appear of record or be apparent by an inspection of the Premises.
- (d) If there are existing signboards or existing fiber optic lines, poles, pipes, wires, communications and signal facilities and facilities of like character used in the operation of a railroad located on the premises, the deed shall include an exclusive reservation of easement by the Seller (which for purposes of this paragraph, includes the Seller's successors, assigns, licensees, and lessees) for the existing signboards and the existing fiber optic lines, poles, pipes, wires, communications and signal facilities and facilities of like character used in the operation of a railroad. The deed shall also provide that the conveyance is subject to any and all other conditions, restrictions, reservations, easements, licenses, and leases, whether or not of record.

6. **Title.** The Purchaser shall have thirty (30) days after the Effective Date to examine title to the Premises and to furnish Seller with a written statement of objections affecting the marketability of said title. Seller shall have thirty (30) days after receipt of such objections to satisfy them. If Seller does not satisfy such objections within the prescribed time, then, at Purchaser's option evidenced by written notice to Seller, Purchaser may either (i) terminate the Agreement or (ii) waive any or all objections not cured by Seller and proceed to close hereunder without diminution in price. In the event this Agreement is terminated, Purchaser shall be entitled to a refund of the Earnest Money, without interest, and neither party shall be liable to the other for damages on account of the termination. Marketable title as used herein shall mean title which a title insurance company licensed to do business in the State of Mississippi will insure at its regular rates subject only to standard exceptions and those stated in paragraph 5 of this Agreement.

7. **Closing.** The closing shall be held at a mutually agreed upon location and time within ninety days (90) days of the Effective Date. At closing:

- (a) Seller shall deliver to Purchaser the duly executed and acknowledged deed conveying the Premises to Purchaser as provided in paragraph 5 hereof and a deed or deeds of release to

release the lien of any mortgage or trust that may apply to the Premises.

- (b) Purchaser shall pay to Seller the Purchase Price specified in paragraph 2 herein for the purchase of said Premises, said payment to be made at closing in cash or by certified or cashier's check or by wire transfer.
- (c) General real estate taxes for the then current year relating to said Premises and rents, if any, shall be prorated as of the closing date and shall be so adjusted at closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuations. All special taxes or assessments due subsequent to the closing date shall be paid by Purchaser.
- (d) Possession shall be delivered at closing.
- (e) Seller shall pay for the deed preparation, transfer taxes and Seller's attorney's fees.
- (f) Purchaser shall pay for all other closing costs, taxes, filing fees and Purchaser's attorney's fees.

8. **Due Diligence Inspections.** (a) Purchaser and its employees and agents shall, until the sale contemplated herein has been completed or this Agreement has been terminated or has expired by limitation, have the right and permission, after the Effective Date, to enter upon said Premises or on any part thereof at all reasonable times for the purpose of inspecting, examining, surveying, making soil tests, borings, percolation tests and other necessary tests for engineering and planning for development and determination of surface, sub-surface and topographic conditions; PROVIDED, HOWEVER, Purchaser shall not have the right to perform any invasive environmental testing unless Seller shall have first consented in writing to any such testing proposed in writing by Purchaser, which consent Seller may withhold in its sole discretion; PROVIDED FURTHER, HOWEVER, and notwithstanding any other provision of this Agreement, Purchaser agrees to indemnify and hold Seller (which word, for the purposes of this paragraph 8.(a), shall be deemed to include any corporation controlling, controlled by or under common control with Seller, together with the officers, employees, agents and servants of any of them) harmless from and against any claims or liability for injuries to (including death of) persons or damage to or loss of property, real or personal, or expense in any manner connected with said undertakings hereunder and at Seller's option to defend any lawsuit brought against said Seller on account of any such claims and to pay any judgment against Seller resulting from any suit, whether or not any such claim, demand or suit purports to arise from the negligence of Seller or otherwise, and Purchaser shall also indemnify and hold harmless Seller from and against loss or damage

occasioned by such entry, including, without limitation, any mechanic's liens or claims that may be filed or asserted against said property of Seller by contractors, sub-contractors or materialmen performing such work for the Purchaser. Purchaser shall provide copies of all tests performed on the Premises to Seller at no cost to Seller.

(b) If, as a result of Purchaser's inspection as provided above or any other determination or analysis of the Premises by Purchaser, Purchaser discovers any geotechnical conditions concerning the Premises which render it unsuitable for its purposes or reveal the existence of toxic/hazardous chemicals and waste substances, or the presence of asbestos, in such quantities as to give rise to possible liability under federal, state or local environmental laws and regulations, Purchaser shall have thirty (30) days after the Effective Date to furnish Seller with a written statement of said geotechnical conditions affecting the suitability of the Premises for Purchaser's purposes or which give rise to possible liability under federal, state or local environmental laws and regulations. Seller shall have thirty (30) days, after receipt of such notice, to remedy such conditions, but shall be under no obligation so to do, and if Seller declines to or fails to remedy such conditions within the prescribed time, or if Seller declines to give Purchaser permission to perform any environmental testing as provided in Section 8(a) above, then, at Purchaser's option evidenced by written notice to Seller, Purchaser may either (i) terminate this Agreement or (ii) waive any or all objections not cured by Seller and proceed to close hereunder without diminution in price. In the event this Agreement is terminated, Purchaser shall be entitled to a refund of the Earnest Money, without interest, and neither party shall be liable to the other for damages on account of the termination.

9. **Real Estate Commissions.** Purchaser and Seller each represent that no real estate commissions are due and owing to any party with respect to this transaction. Both parties hereby agree to indemnify and save harmless the other from and against any and all claims or liability for real estate commissions arising out of this transaction attributable to the indemnifying party.

10. **Subdivision.** In the event the conveyance contemplated hereunder shall constitute a subdivision, and if as a prerequisite to the recording of such conveyance it shall become necessary to comply with applicable subdivision ordinances and regulations, Purchaser agrees that it will, with reasonable diligence, arrange and pay for the filing of any necessary plat with the appropriate authorities. Purchaser will assume the entire cost of whatever streets, sewers, and utilities are required in connection with such subdivision, and will do all other acts and file such other papers as may be necessary to obtain any and all required approvals thereof. Seller agrees to execute such documents and plats as are reasonably necessary to accomplish such subdivision. All costs, expenses and attorney's fees incurred in complying with any such subdivision ordinances and regulations, including, without limitation, dedication and installation of streets, sewers, and utilities, shall be borne solely by Purchaser and Purchaser agrees that Purchaser will indemnify and save Seller harmless from any and all claims, demands, suits, costs or expenses arising or in any way growing out of any failure by Purchaser to fully comply with such subdivision ordinances and regulations.

11. **Assignment.** This Agreement may not be assigned by Purchaser to any other party without the written consent of Seller, which consent may be withheld for any reason, except in the case of an assignment to an entity of which Purchaser has a controlling interest or is the general partner, such consent shall not be unreasonably withheld. Seller expressly reserves the right to assign or delegate all or any part of Seller's rights and duties hereunder with respect to all or any portion of the Premises to one or more third parties, including a qualified intermediary as defined by Treasury Regulation Section 1.1031 (K)-1(g) (4).

12. **Disclaimer.** (a) Purchaser agrees to purchase the Premises "as is, where is" and acknowledges that Seller has not made any express or implied representation or warranty with respect to the condition or suitability of the Premises, including, but not limited to, the condition of the soil, the presence of hazardous materials, substances, wastes or other environmentally regulated substances, or other contaminants in the soil or improvements -- whether known or unknown (referred to herein as "contamination of the Premises") and other physical characteristics. Purchaser shall perform at its own expense and rely solely upon its own independent investigation concerning the physical condition of the Premises (including, but not limited to, an environmental assessment) and compliance of the Premises with any applicable law and regulations.

(b) Seller has not and does not hereby make any express or implied representation or warranty or give any indemnification of any kind to Purchaser concerning the Premises, its condition or suitability or its compliance with any statute, ordinance or regulation, including, but not limited to, those relating to the environment. Purchaser acknowledges that neither Seller nor any of its agents or representatives have made, and Seller is not liable for, or bound in any manner by, any express or implied warranties, guarantees, promises, statements, inducements, representations or information pertaining to the Premises or any part thereof, the physical condition, size, zoning, income potential, expenses or operation thereof, the uses that can be made of the same or in any manner or thing with respect thereof, including, without limitation, any existing or prospective leasing or occupancy of all or any part thereof.

(c) To the extent permitted by Mississippi law, Purchaser hereby agrees that, following its purchase of the Premises, Purchaser will protect, indemnify and hold harmless Seller from and against any and all damages, penalties, fines, claims, demands, causes of action, liens, suits, liabilities, costs (including, without limitation, cleanup and remedial action costs), judgments, and expenses (including, without limitation, attorney's and experts' fees and expenses) of every kind and nature suffered by, incurred by (whether voluntarily or by court or administrative order or direction) or asserted against Seller or Purchaser as a direct or indirect result of any hazardous materials, substances, wastes or other environmentally regulated substances located on, in or under the Premises.

(d) Following Purchaser's purchase of the Premises, Purchaser hereby expressly agrees to assume any and all liability arising from any contamination of the Premises and expressly releases Seller from such liability. Purchaser further expressly renounces and waives any claim or cause of action it may have against Seller under any existing or future theory of law (federal, state or local, or by common law) for any cleanup, response or remedial action costs incurred (whether voluntarily or otherwise) by Purchaser which arises directly or indirectly out of any contamination of the Premises, including, but not limited to, costs incurred under Sections 107 and 113 of the Comprehensive Environmental Response, Compensation, and Liability Act.

13. **Eminent Domain.** If, at any time prior to the closing hereunder, any action or proceeding is filed under which the Premises, or a substantial portion thereof, may be taken pursuant to any law, ordinance or regulation or by condemnation or the right of eminent domain, then, at the option of either Seller or Purchaser, (a) this Agreement shall be terminated and the Earnest Money, without interest, shall be returned to Purchaser or (b) this Agreement shall remain in full force and effect and Seller, at the time of closing hereunder, shall transfer and assign to Purchaser all of Seller's right, title and interest in any proceeds received or which may be received by the taking, or a sale in lieu thereof, said option to be exercisable by either party by delivering to the other written notice of such exercise on or before the thirtieth day following the day on which the respective party receives notice that such suit has been filed.

14. **Signs and Advertising.** Before closing, Purchaser will not place any advertising or promotional signs on said Premises or on any of Seller's other property without the written consent of Seller.

15. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth below.

Seller:

Malcolm G. Roop
Director-Real Estate
Norfolk Southern Corporation
1200 Peachtree Street, NE-12th Floor
Atlanta, Georgia 30309

Purchaser:

Lamar Rutland
Director of Engineering
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

With copy to:

Howard D. McFadden, Esq.
Senior General Attorney - Real Estate
Norfolk Southern Corporation
1200 Peachtree St., NE - 12th Floor
Atlanta, GA 30309-3579

16. **Miscellaneous Provisions.**

(a) This Agreement embodies the entire agreement between the parties and cannot be varied except by the written agreement of the parties. No representation, promise, or inducement not included in this Agreement shall be binding upon the parties hereto.

(b) Time is of the essence of this Agreement.

(c) All the terms and conditions of this Agreement are hereby made binding on the successors and permitted assigns of both parties hereto.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

(e) This Agreement shall not be effective or binding until fully executed by the parties hereto.

(f) Any provision of this Agreement that imposes an obligation after termination or expiration of the Agreement, including without limitation all indemnifications and releases, will survive closing.

(g) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

(h) Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

(i) Seller shall retain all mineral rights pertaining to the Premises.

EXECUTED in duplicate, each part being an original, as of the day and year set forth above.

SELLER:

**THE ALABAMA GREAT SOUTHERN RAILROAD
COMPANY**

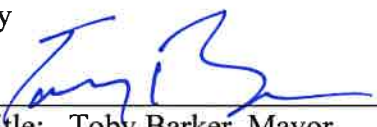
By

Real Estate Manager

PURCHASER:

THE CITY OF HATTIESBURG

By



Title: Toby Barker, Mayor



LAND APPRAISAL SUMMARY REPORT

File No.: East 4th Street

Property Address: East 4th Street		City: Hattiesburg		State: MS		Zip Code: 39401																																																																																								
County: Forrest		Legal Description: To be attached																																																																																												
SUBJECT	Assessor's Parcel #: None		Tax Year: 2018		R.E. Taxes: \$ 0		Special Assessments: \$ 0																																																																																							
	Market Area Name: NE Hattiesburg		Map Reference: 25620		Census Tract: 0107.00																																																																																									
	Current Owner of Record: Norfolk Southern		Borrower (if applicable):																																																																																											
	Project Type (if applicable): ☐ PUD ☐ De Minimis PUD ☐ Other (describe)		HOA: \$ ☐ per year ☐ per month																																																																																											
Are there any existing improvements to the property? ☒ No ☐ Yes If Yes, indicate current occupancy: ☐ Owner ☐ Tenant ☐ Vacant ☐ Not habitable																																																																																														
If Yes, give a brief description:																																																																																														
ASSIGNMENT	The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)																																																																																													
	This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective																																																																																													
	Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)																																																																																													
	Intended Use: Valuation for possible purchase																																																																																													
Intended User(s) (by name or type): City of Hattiesburg																																																																																														
Client: City of Hattiesburg		Address: P O Box 1898, Hattiesburg, MS 39403																																																																																												
Appraiser: Stan Lightsey, SRA		Address: PO Box 15489, Hattiesburg, MS 39404-5489																																																																																												
MARKET AREA DESCRIPTION	Characteristics		Predominant Occupancy		One-Unit Housing		Present Land Use		Change in Land Use																																																																																					
	Location: ☒ Urban ☐ Suburban ☐ Rural		☒ Owner		PRICE AGE		One-Unit 35 %		☒ Not Likely																																																																																					
	Built up: ☒ Over 75% ☐ 25-75% ☐ Under 25%		☐ Tenant		\$ (000) (yrs)		2-4 Unit 10 %		☐ Likely * ☐ In Process *																																																																																					
	Growth rate: ☐ Rapid ☒ Stable ☐ Slow		☒ Vacant (0-5%)		15 Low 20		Multi-Unit 5 %		* To: _____																																																																																					
	Property values: ☐ Increasing ☒ Stable ☐ Declining		☐ Vacant (>5%)		75 High 110		Comm'l 40 %																																																																																							
	Demand/supply: ☐ Shortage ☒ In Balance ☐ Over Supply				45 Pred 75		Vacant 10 %																																																																																							
	Marketing time: ☐ Under 3 Mos. ☒ 3-6 Mos. ☐ Over 6 Mos.																																																																																													
	Factors Affecting Marketability																																																																																													
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General Appearance of Properties	☐	☒	☐	☐	☐																																																																																									
Appeal to Market	☐	☒	☐	☐	☐																																																																																									
Market Area Comments: The subject is located just north of the Central Business District of Hattiesburg. The area contains a variety of commercial and residential uses. Not all properties in the area appear to be receiving normal maintenance, though there has been somewhat of a revitalization of the area area in recent years and this appears to be ongoing.																																																																																														
SITE DESCRIPTION	Dimensions: See attached description		Site Area: 29,783 Sq.Ft.																																																																																											
	Zoning Classification: B-5		Description: Regional Business District																																																																																											
	Do present improvements comply with existing zoning requirements? ☐ Yes ☐ No ☒ No Improvements																																																																																													
	Uses allowed under current zoning: This zoning classification allows for a variety of commercial, business, and retail uses.																																																																																													
	Are CC&Rs applicable? ☐ Yes ☒ No ☐ Unknown Have the documents been reviewed? ☐ Yes ☐ No Ground Rent (if applicable) \$ _____ / _____																																																																																													
	Comments:																																																																																													
	Highest & Best Use as improved: ☐ Present use, or ☒ Other use (explain) As assemblage with an adjacent parcel.																																																																																													
	Actual Use as of Effective Date: Vacant site Use as appraised in this report: Vacant site																																																																																													
	Summary of Highest & Best Use: Based on the four tests of Highest and Best Use, which are: 1)physically possible, 2)legally permissible, 3)financially feasible, and 4)maximally productive, the Highest and Best Use of the subject site is estimated to be for assemblage with an adjacent parcel.																																																																																													
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>Utilities</th> <th>Public</th> <th>Other</th> <th>Provider/Description</th> <th>Off-site Improvements</th> <th>Type</th> <th>Public</th> <th>Private</th> <th>Frontage</th> <th></th> </tr> <tr> <td>Electricity</td> <td>☒</td> <td>☐</td> <td>MS Power</td> <td>Street</td> <td>City street</td> <td>☒</td> <td>☐</td> <td>Topography</td> <td>E 4th, E 5th, E 6th</td> </tr> <tr> <td>Gas</td> <td>☒</td> <td>☐</td> <td>Spire Energy</td> <td>Width</td> <td>50 feet</td> <td></td> <td></td> <td>Size</td> <td>29,783 sf+-</td> </tr> <tr> <td>Water</td> <td>☒</td> <td>☐</td> <td>City</td> <td>Surface</td> <td>Asphalt</td> <td></td> <td></td> <td>Shape</td> <td>Generally rectangular</td> </tr> <tr> <td>Sanitary Sewer</td> <td>☒</td> <td>☐</td> <td>City</td> <td>Curb/Gutter</td> <td>Concrete</td> <td>☒</td> <td>☐</td> <td>Drainage</td> <td>Appears adequate</td> </tr> <tr> <td>Storm Sewer</td> <td>☒</td> <td>☐</td> <td>City</td> <td>Sidewalk</td> <td>Concrete</td> <td>☒</td> <td>☐</td> <td>View</td> <td>City street</td> </tr> <tr> <td>Telephone</td> <td>☒</td> <td>☐</td> <td></td></tr></table>										Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Frontage		Electricity	☒	☐	MS Power	Street	City street	☒	☐	Topography	E 4th, E 5th, E 6th	Gas	☒	☐	Spire Energy	Width	50 feet			Size	29,783 sf+-	Water	☒	☐	City	Surface	Asphalt			Shape	Generally rectangular	Sanitary Sewer	☒	☐	City	Curb/Gutter	Concrete	☒	☐	Drainage	Appears adequate	Storm Sewer	☒	☐	City	Sidewalk	Concrete	☒	☐	View	City street	Telephone	☒	☐																					
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Telephone	☒	☐																																																																																												

LAND APPRAISAL SUMMARY REPORT

File No.: East 4th Street

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.										
TRANSFER HISTORY	Data Source(s): Tax Assessor/MLS		Analysis of sale/transfer history and/or any current agreement of sale/listing: N/A							
	1st Prior Subject Sale/Transfer									
	Date:									
	Price:									
	Source(s):									
	2nd Prior Subject Sale/Transfer									
Date:										
Price:										
Source(s):										
SALES COMPARISON APPROACH	FEATURE		SUBJECT PROPERTY		COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
	Address East 4th Street Hattiesburg, MS 39401		305 Mobile St Hattiesburg, MS 39401		221 Market Street Hattiesburg, MS 39401		Hardy Street Hattiesburg, MS 39401			
	Proximity to Subject		0.16 miles SE		0.27 miles SE		0.51 miles S			
	Sale Price		\$ 22,000		\$ 30,000		\$ 178,000			
	Price/ Sq.Ft.		\$ 0.60		\$ 1.21		\$ 5.46			
	Data Source(s)		Tax Assessor		MLS # 74993		MLS # 107722		Tax Assessor	
	Verification Source(s)		Inspection		Assist 2 Sell		Berkshire Hathaway		Purchaser	
	VALUE ADJUSTMENT		DESCRIPTION		DESCRIPTION		DESCRIPTION		DESCRIPTION	
					+(-) \$ Adjust		+(-) \$ Adjust		+(-) \$ Adjust	
	Sales or Financing		Cash		Cash		Cash		Cash	
	Concessions		Seller paid \$0		Seller paid \$0		Seller paid \$0		Seller paid \$0	
	Date of Sale/Time		12/04/2008		08/31/2017		07/19/2018			
	Rights Appraised		Fee Simple		Fee Simple		Fee Simple		Fee Simple	
	Location		Urban		Urban		Urban		Urban	
	Site Area (in Sq.Ft.)		29,783		36,475		24,829		32,617	
	Topography		Gentle slope		Gentle slope		Gentle slope		Gentle slope	
	Zoning		None		B-5		B-5		B-3	
	Flood Zone		Yes		Yes		Yes		Yes	
	Easements		None noted		None noted		None noted		None noted	
	Improvements		None		None		None		None	
	Net Adjustment (Total, in \$)									
	Net Adjustment (Total, in \$ / Sq.Ft.)									
	Adjusted Sale Price (in \$ / Sq.Ft.)		Gross		Gross		Gross		Gross	
			0.6		1.21		5.46			
Summary of Sales Comparison Approach Sales indicate an unadjusted range of value from \$.60 to \$5.46 per square foot. Sale 2 is considered to be the most similar and relevant to the subject's valuation due to location and time. Sale 3 is on a high traffic street and is considered superior due to location. Sale 1 is given less reliability due to time. Based on this data, the value opinion of the subject property is \$1.25 per square foot. 29,783 sf @ \$1.25 = \$37,228.75, rounded to \$37,200.00. As the subject area has been virtually fully developed for many years, there are very few vacant sites available for sale in the subject market segment.										
PUD	PROJECT INFORMATION FOR PUDs (if applicable) ☐ The Subject is part of a Planned Unit Development.									
	Legal Name of Project: _____ Describe common elements and recreational facilities: _____									
RECONCILIATION	Indicated Value by: Sales Comparison Approach \$ 37,200									
	Final Reconciliation As the subject is vacant land, only the Sales comparison Approach to value was considered to be relevant in the valuation process.									
	This appraisal is made ☒ "as is", or ☐ subject to the following conditions: Appraisal made as is.									
	☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.									
ATTACH.	Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 37,200, as of: 03/28/2019, which is the effective date of this appraisal.									
	If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.									
SIGNATURES	A true and complete copy of this report contains 12 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:									
	☒ Limiting cond./Certifications ☐ Narrative Addendum ☒ Location Map(s) ☒ Flood Addendum ☐ Additional Sales									
	☒ Photo Addenda ☒ Parcel Map ☐ Hypothetical Conditions ☐ Extraordinary Assumptions ☒ USPAP ID									
	Client Contact: _____					Client Name: City of Hattiesburg				
	E-Mail: _____					Address: P O Box 1898, Hattiesburg, MS 39403				
	APPRaiser					SUPERVISORY APPRAISER (if required) or CO-APPRaiser (if applicable)				
	Appraiser Name: Stan Lightsey, SRA					Supervisory or Co-Appraiser Name: _____				
	Company: Lightsey and Associates					Company: _____				
	Phone: (601) 584-6260 Fax: _____					Phone: _____ Fax: _____				
	E-Mail: slights@bellsouth.net					E-Mail: _____				
Date of Report (Signature): 03/29/2019					Date of Report (Signature): _____					
License or Certification #: RA-16 State: MS					License or Certification #: _____ State: _____					
Designation: SRA					Designation: _____					
Expiration Date of License or Certification: 03/31/2019					Expiration Date of License or Certification: _____					
Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)					Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect					
Date of Inspection: 03/28/2019					Date of Inspection: _____					

Assumptions, Limiting Conditions & Scope of Work

File No.: East 4th Street
State: MS Zip Code: 39401

Property Address:	East 4th Street	City:	Hattiesburg
Client:	City of Hattiesburg	Address:	P O Box 1898, Hattiesburg, MS 39403
Appraiser:	Stan Lightsey, SRA	Address:	PO Box 15489, Hattiesburg, MS 39404-5489

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

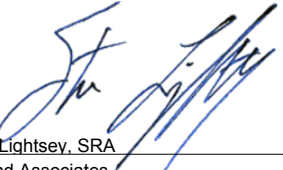
- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.
- If so indicated, 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 the appraisal report whether 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.
- 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.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, 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 normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. 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, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.
- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

Certifications & Definitions

[illegible]

SIGNATURES	Client Contact: _____	Client Name: <u>City of Hattiesburg</u>
	E-Mail: _____	Address: <u>P O Box 1898, Hattiesburg, MS 39403</u>
	APPRAISER	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
		
	Appraiser Name: <u>Stan Lightsey, SRA</u>	Supervisory or Co-Appraiser Name: _____
	Company: <u>Lightsey and Associates</u>	Company: _____
	Phone: <u>(601) 584-6260</u> Fax: _____	Phone: _____ Fax: _____
	E-Mail: <u>slights@bellsouth.net</u>	E-Mail: _____
	Date Report Signed: <u>03/29/2019</u>	Date Report Signed: _____
	License or Certification #: <u>RA-16</u> State: <u>MS</u>	License or Certification #: _____ State: _____
Designation: <u>SRA</u>	Designation: _____	
Expiration Date of License or Certification: <u>03/31/2019</u>	Expiration Date of License or Certification: _____	
Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)	Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect	
Date of Inspection: <u>03/28/2019</u>	Date of Inspection: _____	

USPAP ADDENDUM

File No. **East 4th Street**

Borrower	
Property Address	East 4th Street
City	Hattiesburg
County	Forrest
State	MS
Zip Code	39401
Lender	

This report was prepared under the following USPAP reporting option:

☒ Appraisal Report This report was prepared in accordance with USPAP Standards Rule 2-2(a).

☐ Restricted Appraisal Report This report was prepared in accordance with USPAP Standards Rule 2-2(b).

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 180-270 days for based on MLS data

Additional Certifications

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

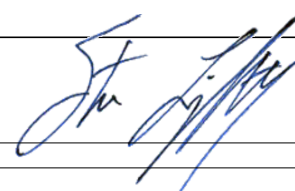
☒ I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

☐ I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

- 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 my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, 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 the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined 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 that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Additional Comments

APPRAISER:

Signature: 

Name: Stan Lightsey, SRA

Date Signed: 03/29/2019

State Certification #: RA-16

or State License #: _____

State: MS

Expiration Date of Certification or License: 03/31/2019

Effective Date of Appraisal: 03/28/2019

SUPERVISORY APPRAISER: (only if required)

Signature: _____

Name: _____

Date Signed: _____

State Certification #: _____

or State License #: _____

State: _____

Expiration Date of Certification or License: _____

Supervisory Appraiser Inspection of Subject Property:

☐ Did Not ☐ Exterior-only from Street ☐ Interior and Exterior

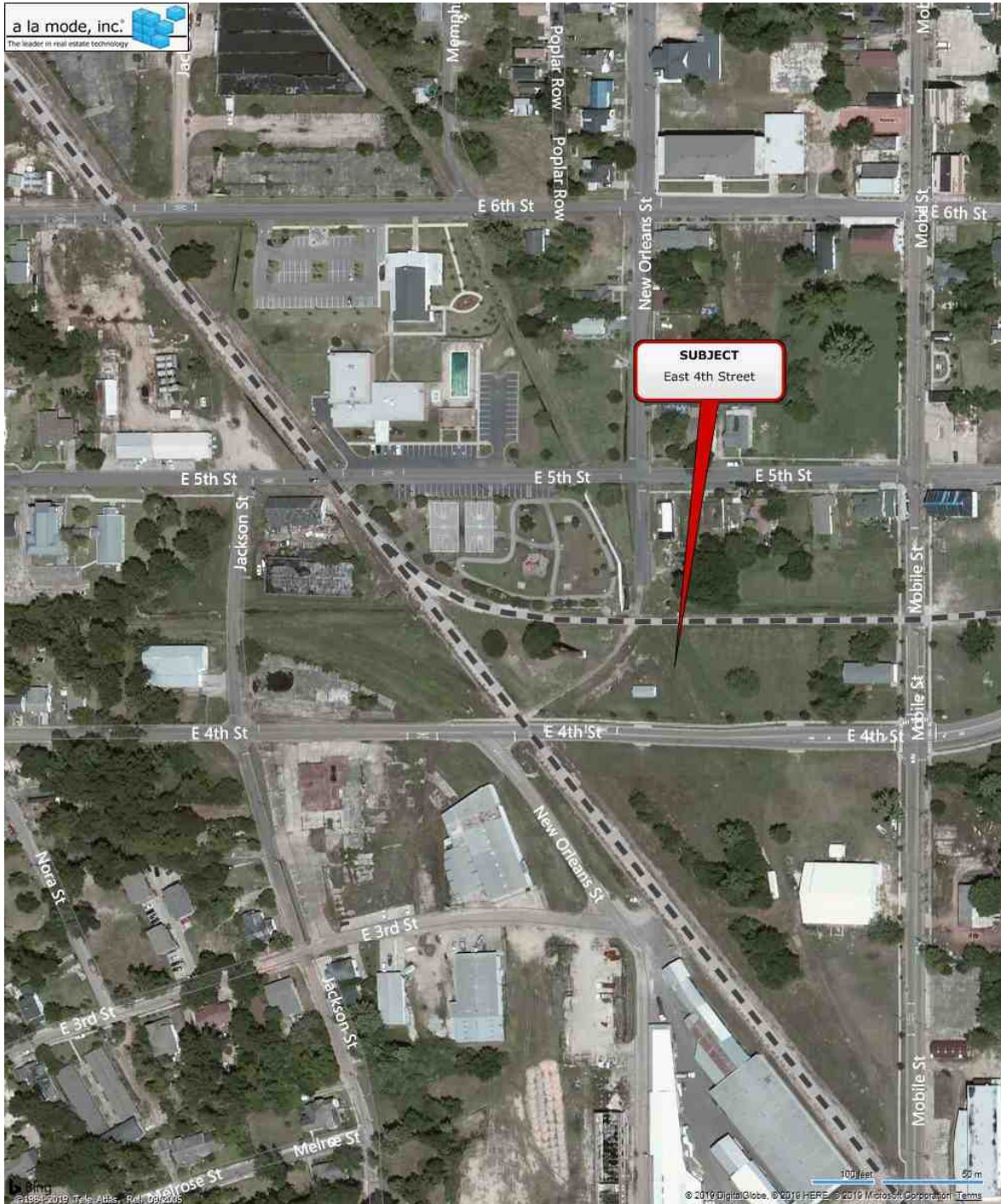
Location Map

Owner	Norfolk Southern					
Property Address	East 4th Street					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



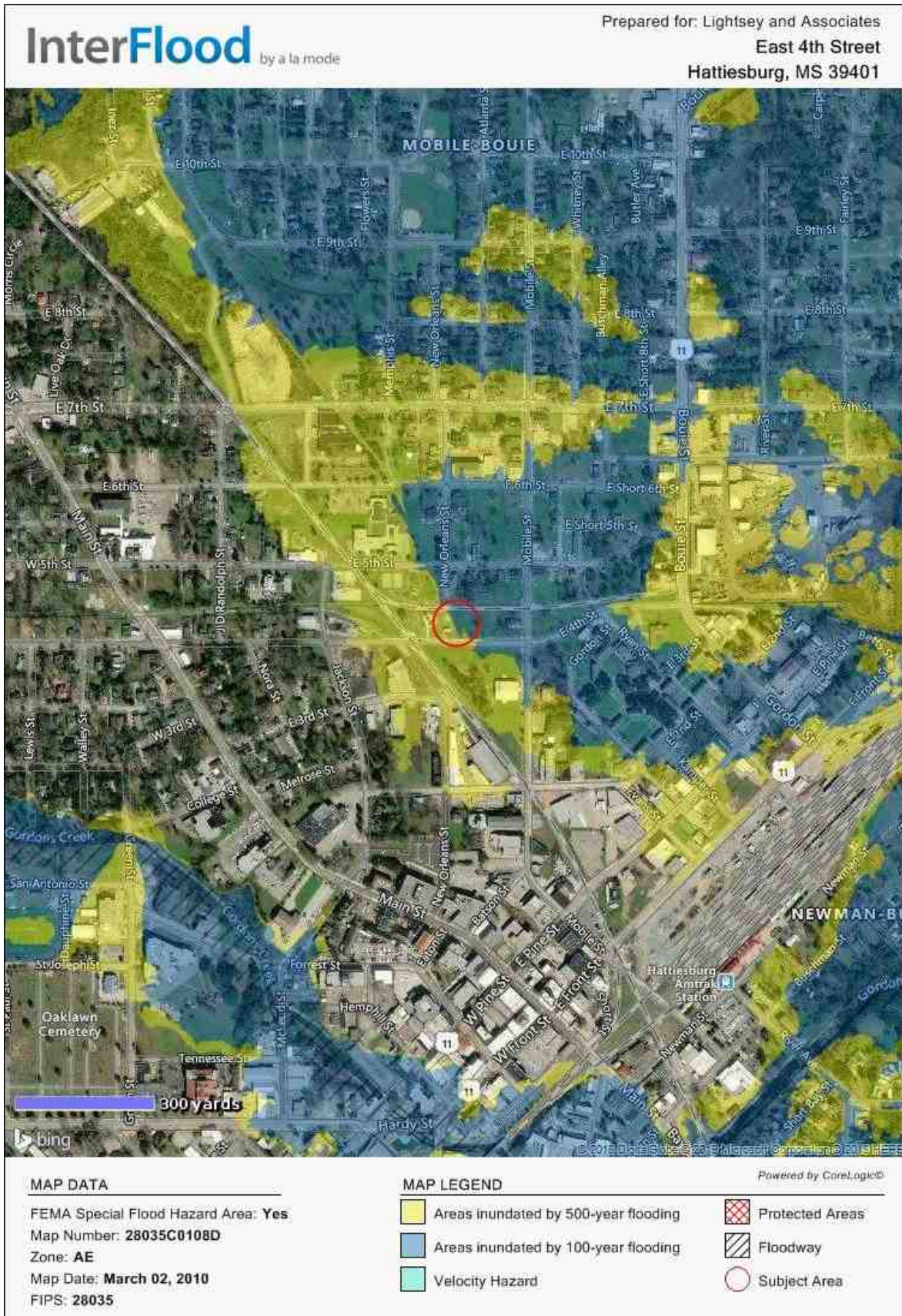
Location Map

Owner	Norfolk Southern					
Property Address	East 4th Street					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Flood Map

Owner	Norfolk Southern					
Property Address	East 4th Street					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Plat Map



Photograph Addendum

Owner	Norfolk Southern					
Property Address	East 4th Street					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Subject parcel looking North from East 4th St



Subject parcel looking south from E 5th St

Photograph Addendum

Owner	Norfolk Southern					
Property Address	East 4th Street					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Subject parcel looking North from E 5th St



Subject parcel looking south From E 6th St



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, February 4, 2020

Re: Reschedule a public hearing before the City Council for February 18, 2020 at 4:00 p.m. in the City Council Chambers of City Hall, previously scheduled for February 17, 2020, to hear a request filed by Terreal Garner to appeal the Hattiesburg Historic Conservation Commission's Denial of the petition filed by Terreal Garner to paint exterior brick at 1817 Adeline St. The HHCC Denied on January 8, 2020.
File Number: 2020-61
Minute Book #

Summary

Reschedule a Public Hearing due to President's Day holiday.

Recommendation Statement

I recommend rescheduling a public hearing due to the President's Day holiday.

Please place this on the February 4, 2020 City Council meeting for consideration.

PUBLIC HEARING

NOTICE is hereby given that an application has been filed by Terreal Garner, Owner, to appeal the decision made January 8, 2020, by the Hattiesburg Historic Conservation Commission regarding the request to paint exterior brick -at 1817 Adeline St.

After hearing the Hattiesburg Historic Conservation Commission's vote that the request be DENIED, with Terreal Garner, being aggrieved with the decision, 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, February 17, 2020~~Tuesday, February 18, 2020, 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 23rd day of January, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

(SEAL)

Publish (1) Thursday, January 30, 2020
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, February 4, 2020

Re: Acknowledge receipt of the Single Audit of the Hattiesburg Public School District for the year ended June 30, 2019, from Holt & Associates, PLLC, Certified Public Accountants.

File Number: 2020-62
Minute Book #

Summary

Acknowledge receipt of the Single Audit of the Hattiesburg Public School District for the year ended June 30, 2019, from Holt & Associates, PLLC, Certified Public Accountants.

Recommendation Statement

I recommend the acknowledgement of the Hattiesburg Public School District Audit, for the year ended June 30, 2019.

Please place this on the February 4, 2020 City Council meeting for consideration.

Hattiesburg Public School District

Audited Financial Statements

For the Year Ended June 30, 2019

HATTIESBURG PUBLIC SCHOOL DISTRICT

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INDEPENDENT AUDITOR'S REPORT



HOLT & ASSOCIATES, PLLC
CERTIFIED PUBLIC ACCOUNTANTS

W. David Dill, CPA
Julie M. Uher, CPA
Kari M. Blackledge, CPA

H. I. Holt, CPA
Founder (1915-1997)

INDEPENDENT AUDITOR'S REPORT

Superintendent and School Board
Hattiesburg Public School District

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Hattiesburg Public School District as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the Hattiesburg Public School District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

2815 HIGHWAY 15 NORTH | LAUREL, MISSISSIPPI 39440
10 BELLEGRASS BLVD. | HATTIESBURG, MISSISSIPPI 39402
PHONE 601-649-3000 | FAX 601-649-3050
WWW.HOLTACCOUNTING.COM

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Hattiesburg Public School District, as of June 30, 2019, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, the Schedule of the District's Proportionate Share of the Net Pension Liability and the Net OPEB Liability, and the Schedule of District Contributions for the Net Pension Liability and the Net OPEB Liability on pages 6-14 and 50-56, respectively, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Hattiesburg Public School District's basic financial statements. The accompanying Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Schedule of Instructional, Administrative and Other Expenditures for Governmental Funds, and the other information section, which includes the Statement of Revenues, Expenditures and Changes in Fund Balances—General Fund, Last Four Years and the Statement of Revenues, Expenditures and Changes in Fund Balances—All Governmental Funds, Last Four Years are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The accompanying Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the Schedule of Instructional, Administrative and Other Expenditures for Governmental Funds are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the accompanying supplementary information

mentioned above is fairly stated in all material respects in relation to the basic financial statements as a whole.

The other information section, which includes the Statement of Revenues, Expenditures and Changes in Fund Balances—General Fund, Last Four Years and the Statement of Revenues, Expenditures and Changes in Fund Balances—All Governmental Funds, Last Four Years has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 1, 2019 on our consideration of the Hattiesburg Public School District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Hattiesburg Public School District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Hattiesburg Public School District's internal control over financial reporting and compliance.

Holt & Associates, PLLC

Laurel, MS
November 1, 2019

MANAGEMENT'S DISCUSSION AND ANALYSIS

HATTIESBURG PUBLIC SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2019

The following discussion and analysis of Hattiesburg Public School District's financial performance provides an overview of the School District's financial activities for the year ended June 30, 2019. The intent of this discussion and analysis is to look at the School District's performance as a whole. Readers are encouraged to review the financial statements and the notes to the financial statements to enhance their understanding of the School District's financial performance.

FINANCIAL HIGHLIGHTS

- Total net position for 2019 increased \$7,340,201 represents a 24% increase from fiscal year 2018. Total net position for 2018 increased \$1,274,816, including a prior period adjustment of (\$4,285,502) which represents a 4% increase from fiscal year 2017.
- General revenues amounted to \$40,034,235 and \$39,108,663, or 79% and 79% of all revenues for fiscal years 2019 and 2018, respectively. Program specific revenues in the form of charges for services and grants and contributions accounted for \$10,898,837, or 21% of total revenues for 2019, and \$10,435,197, or 21% of total revenues for 2018.
- The District had \$43,592,871 and \$43,983,542 in expenses for fiscal years 2019 and 2018; only \$10,898,837 for 2019 and \$10,435,197 for 2018 of these expenses was offset by program specific charges for services, grants and contributions. General revenues of \$40,034,235 for 2019 and \$39,108,663 for 2018 were adequate to provide for these programs.
- Among major funds, the General Fund had \$37,382,268 in revenues and \$32,253,816 in expenditures for 2019, and \$36,415,530 in revenues and \$31,096,997 in expenditures in 2018. The General Fund's fund balance increased by \$4,451,564 from 2018 to 2019, and increased by \$4,496,090, including a prior period adjustment of \$5,959 and a decrease in inventory of \$81,494 from 2017 to 2018.
- Capital assets, net of accumulated depreciation, increased by \$872,042 for 2019 and decreased by \$969,990 for 2018. The increase for 2019 was due primarily to the increase in capital assets purchases and construction.
- Long-term debt, including compensated absences increased by \$20,635,677 for 2019 and decreased by \$2,938,992 for 2018. The increase for 2019 was due primarily to the issuance of general obligation bond. The liability for compensated absences increased by \$4,947 for 2019 and increased by \$11,301 for 2018.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis serve as an introduction to the District's basic financial statements, which include government-wide financial statements, fund financial statements, and notes to the financial statements. This report also contains required supplementary information, supplementary information, and other information.

Government-wide Financial Statements

The government-wide financial statements are designed to provide the reader with a broad overview of the District's finances. These statements consist of the Statement of Net Position and the Statement of

HATTIESBURG PUBLIC SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2019

Activities, which are prepared using the flow of economic resources measurement focus and the accrual basis of accounting. The current year's revenues and expenses are taken into account regardless of when cash is received or paid.

The Statement of Net Position presents information on all the District's nonfiduciary assets, deferred outflows, liabilities, and deferred inflows, with the differences between them reported as "net position."

Over time, increases or decreases in the District's net position may serve as a useful indicator of whether its financial position is improving or deteriorating.

The Statement of Activities presents information showing how the District's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements outline functions of the District that are principally supported by property taxes and intergovernmental revenues (governmental activities). The governmental activities of the District include instruction, support services, non-instructional, sixteenth section, pension expense, OPEB expense, and interest on long-term liabilities.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the District can be divided into two categories: governmental funds and fiduciary funds.

Governmental funds – Most of the District's general activities are reported in its governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, governmental funds are accounted for using the modified accrual basis of accounting and the flow of current financial resources measurement focus. The approach focuses on near-term inflows and outflows of spendable resources, as well as balances of spendable resources available at year end. The governmental fund statements provide a detailed view of the District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, the reader may gain a better understanding of the long-term impact of the District's near-term financing decisions. The governmental funds Balance Sheet is reconciled to the Statement of Net Position, and the governmental funds Statement of Revenues, Expenditures, and Changes in Fund Balances is reconciled to the Statement of Activities to facilitate this comparison between governmental funds and governmental activities.

The District maintains individual governmental funds in accordance with the *Financial Accounting Manual for Mississippi Public School Districts*. Information is presented separately in the governmental funds Balance Sheet and in the governmental funds Statement of Revenues, Expenditures, and Changes in Fund Balances for all major funds. All non-major funds are combined and presented in these reports as other governmental funds.

HATTIESBURG PUBLIC SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2019

Fiduciary funds – Fiduciary funds are used to account for resources held for the benefit of parties outside the District. Fiduciary funds are not reflected in the government-wide financial statements because resources of those funds are not available to support the District's own programs. These funds are reported using the accrual basis of accounting. The school District is responsible for ensuring that the assets reported in these funds are used for their intended purpose.

Reconciliation of Government-wide and Fund Financial Statements

The financial statements include two schedules that reconcile the amounts reported on the governmental funds financial statements (modified accrual basis of accounting) with government-wide financial statements (accrual basis of accounting). The following summarizes the major differences between the two statements:

Capital assets used in governmental activities are not reported on governmental funds financial statements.

Capital outlay spending results in capital assets on government-wide financial statements, but is reported as expenditures on the governmental funds financial statements.

Bond and note proceeds result in liabilities on government-wide financial statements, but are recorded as other financing sources on the governmental funds financial statements.

A net pension liability and net OPEB liability result in a liability on the government-wide financial statements but are not reported on governmental funds financial statements.

Certain other outflows represent either increases or decreases in liabilities on the government-wide financial statements, but are reported as expenditures on the governmental funds financial statements.

Notes to the financial statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found immediately following the basic financial statements.

Required Supplementary Information

In addition to the basic financial statements and accompanying notes, this report also presents budgetary comparison schedules, Schedule of the District's Proportionate Share of the Net Pension Liability, Schedule of District Contributions-PERS, Schedule of District's Proportionate Share of the Net OPEB liability, and Schedule of District Contributions-OPEB as required supplementary information. The District adopts an annual operating budget for all governmental funds. A budgetary comparison schedule has been provided for the General Fund and each major special revenue fund as required by the Governmental Accounting Standards Board.

HATTIESBURG PUBLIC SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2019

Supplementary Information

Additionally, a Schedule of Expenditures of Federal Awards as required by the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and a Schedule of Instructional, Administrative, and Other Expenditures for governmental funds can be found in this report.

Other Information

Although not a required part of the basic financial statements, the Statement of Revenues, Expenditures and Changes in Fund Balances—General Fund, Last Four Years and the Statement of Revenues, Expenditures and Changes in Fund Balances—All Governmental Funds, Last Four Years, is presented for purposes of additional analysis as required by the Mississippi Department of Education.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position

Net position may serve over time as a useful indicator of the District's financial position. Liabilities and deferred inflows exceeded assets and deferred outflows of resources by \$22,685,988 as of June 30, 2019.

The District's financial position is a product of several financial transactions including the net result of activities, the acquisition and payment of debt, the acquisition and disposal of capital assets and the depreciation of capital assets.

Table 1 presents a summary of the District's net position at June 30, 2019 and June 30, 2018.

Table 1

Condensed Statement of Net Position

	June 30, 2019	June 30, 2018	Percentage Change
Current assets	\$ 41,566,746	\$ 14,325,367	190.16%
Restricted assets	5,561,460	5,022,726	10.73%
Capital assets, net	30,315,266	29,443,224	2.96%
Total assets	<u>77,443,472</u>	<u>48,791,317</u>	58.72%
Deferred outflows of resources	<u>4,125,268</u>	<u>7,895,995</u>	-47.75%
Current liabilities	1,243,010	350,642	254.50%
Long-term debt outstanding	29,682,015	9,072,917	227.15%
Net OPEB liability	3,800,249	3,833,927	-0.88%
Net pension liability	61,392,296	61,157,467	0.38%
Total liabilities	<u>96,117,570</u>	<u>74,414,953</u>	29.16%
Deferred inflows of resources	<u>8,137,158</u>	<u>12,298,548</u>	-33.84%
Net position:			
Net investment in capital assets	4,321,266	24,549,009	-82.40%
Restricted	38,616,111	8,427,790	358.20%
Unrestricted	(65,623,365)	(63,002,988)	-4.16%
Total net position	<u>\$ (22,685,988)</u>	<u>\$ (30,026,189)</u>	24.45%

HATTIESBURG PUBLIC SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2019

Additional information on unrestricted net position:

In connection with the application of standards on accounting and financial reporting for pensions and other post-employment benefits, management presents the following additional information:

Total unrestricted net position (deficit)	\$ (65,623,365)
Less unrestricted deficit in net position resulting from recognition of the:	
Net pension liability, including the deferred outflows and deferred inflows related to pensions	65,020,126
Net other post-employment benefit liability, including the deferred outflows and deferred inflows related to other post-employment benefits	4,184,309
Unrestricted net position, exclusive of the net pension and net OPEB liability effect	<u>\$ 3,581,070</u>

The following are significant current year transactions that have had an impact on the Statement of Net Position.

- Increase in net capital assets in the amount of \$872,042.
- The issuance of general obligation bond of \$22,500,000 and principal retirement of \$1,869,270 of long-term debt.

Changes in net position

The District's total revenues for the fiscal years ended June 30, 2019 and June 30, 2018 were \$50,933,072 and \$49,543,860, respectively. The total cost of all programs and services was \$43,592,871 for 2019 and \$43,983,542 for 2018.

HATTIESBURG PUBLIC SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2019

Table 2 presents a summary of the changes in net position for the fiscal years ended June 30, 2019 and June 30, 2018.

Table 2
Changes in Net Position

	Year Ended June 30, 2019	Year Ended June 30, 2018	Percentage Change
Revenues:			
Program revenues:			
Charges for services	\$ 344,393	\$ 466,597	(26.19) %
Operating grants and contributions	10,554,444	9,960,100	5.97 %
Capital grants and contributions	-	8,500	(100.00) %
General revenues:			
Property taxes	19,935,259	19,079,046	4.49 %
Grants and contributions not restricted	18,871,647	19,429,067	(2.87) %
Investment earnings	777,321	353,731	119.75 %
Sixteenth section sources	136,046	70,967	91.70 %
Other	313,962	175,852	78.54 %
Total revenues	50,933,072	49,543,860	2.80 %
Expenses:			
Instruction	21,172,027	20,089,164	5.39 %
Support services	15,620,737	15,321,086	1.96 %
Non-instructional	2,856,469	2,975,682	(4.01) %
Sixteenth section	30,273	16,282	85.93 %
OPEB expense	114,525	125,553	(8.78) %
Pension expense	3,540,840	4,962,964	(28.65) %
Interest on long-term liabilities	258,000	492,811	(47.65) %
Total expenses	43,592,871	43,983,542	(0.89) %
Increase (Decrease) in net position	7,340,201	5,560,318	32.01 %
Net Position, July 1, as previously reported	(30,026,189)	(31,301,005)	4.07 %
Prior Period Adjustment	-	(4,285,502)	100.00 %
Net Position, July 1, as restated	(30,026,189)	(35,586,507)	15.62 %
Net Position, June 30	\$ (22,685,988)	\$ (30,026,189)	24.45 %

Governmental activities

The following table presents the cost of seven major District functional activities: instruction, support services, non-instructional, sixteenth section, OPEB expense, pension expense, and interest on long-term liabilities. The table also shows each functional activity's net cost (total cost less charges for services generated by the activities and intergovernmental aid provided for specific programs). The net cost presents the financial burden that was placed on the State and District's taxpayers by each of these functions.

HATTIESBURG PUBLIC SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2019

Table 3

Net Cost of Governmental Activities

	Total Expenses		Percentage Change
	2019	2018	
Instruction	\$ 21,172,027	\$ 20,089,164	5.39 %
Support services	15,620,737	15,321,086	1.96 %
Non-instructional	2,856,469	2,975,682	(4.01) %
Sixteenth section	30,273	16,282	85.93 %
OPEB Expense	114,525	125,553	(8.78) %
Pension Expense	3,540,840	4,962,964	(28.65) %
Interest on long-term liabilities	258,000	492,811	(47.65) %
Total expenses	\$ 43,592,871	\$ 43,983,542	(0.89) %

	Net (Expense) Revenue		Percentage Change
	2019	2018	
Instruction	\$ (17,112,646)	\$ (16,687,855)	(2.55) %
Support services	(12,341,513)	(11,749,110)	(5.04) %
Non-instructional	703,763	345,290	103.82 %
Sixteenth section	(30,273)	(16,282)	(85.93) %
OPEB Expense	(114,525)	(125,553)	8.78 %
Pension Expense	(3,540,840)	(4,962,964)	28.65 %
Interest on long-term liabilities	(258,000)	(351,871)	26.68 %
Total net (expense) revenue	\$ (32,694,034)	\$ (33,548,345)	2.55 %

- Net cost of governmental activities [(\$32,694,034) for 2019 and (\$33,548,345) for 2018)] was financed by general revenue, which is primarily made up of property taxes (\$19,935,259 for 2019 and \$19,079,046 for 2018) and state and federal revenues (\$18,871,647 for 2019 and \$19,429,067 for 2018).
- Investment earnings amounted to \$777,321 for 2019 and \$353,731 for 2018.

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the District's governmental funds is to provide information on current inflows, outflows and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance may serve as a useful measure of the District's net resources available for spending at the end of the fiscal year.

The financial performance of the District as a whole is reflected in its governmental funds. As the District completed the year, its governmental funds reported a combined fund balance of \$45,996,697, an increase of \$26,840,105, including a decrease in inventory of \$33,489. \$7,269,085, or 16% of the fund balance is unassigned, which represents the residual classification for the General Fund's fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes.

HATTIESBURG PUBLIC SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2019

within the general fund. The remaining fund balance of \$38,727,612, or 84% is either non-spendable, restricted, committed or assigned to indicate that it is not available for spending except only for the purposes to which it is restricted, committed or assigned.

The General Fund is the principal operating fund of the District. The increase in fund balance in the General Fund for the fiscal year was \$4,451,564. The fund balance of Other Governmental Funds showed an increase in the amount of \$730,259, which includes a decrease in inventory of \$33,489. The increase (decrease) in the fund balances for the other major funds were as follows:

<u>Major Fund</u>		<u>Increase (Decrease)</u>
Title I Fund	\$	-
Construction FY 19 Issue Fund	\$	21,658,282

BUDGETARY HIGHLIGHTS

During the year, the District revised the annual operating budget. Budget revisions were made to address and correct the original budgets to reflect more accurately the sources and uses of funding for the School District.

A schedule showing the original and final budget amounts compared to the District's actual financial activity for the General Fund and major special revenue fund is provided in this report as required supplementary information.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets. As of June 30, 2019, the District's total capital assets were \$55,758,058, including land, school buildings, building improvements, buses, other school vehicles, and furniture and equipment. This amount represents an increase of \$786,995 from 2018. Total accumulated depreciation as of June 30, 2019, was \$25,442,792, and total depreciation expense for the year was \$1,212,625, resulting in total net capital assets of \$30,315,266.

Table 4

Capital Assets, Net of Accumulated Depreciation

	<u>June 30, 2019</u>	<u>June 30, 2018</u>	<u>Percent Change</u>
Land	\$ 522,861	\$ 522,861	-
Construction in progress	1,292,514	-	N/A
Buildings	21,884,614	22,496,555	-2.72%
Building improvements	1,015,517	1,081,012	-6.06%
Improvements other than buildings	4,082,923	4,253,749	-4.02%
Mobile equipment	1,225,712	817,508	49.93%
Furniture and equipment	291,125	271,539	7.21%
Total	\$ 30,315,266	\$ 29,443,224	2.96%

Additional information on the District's capital assets can be found in Note 4 included in this report.

HATTIESBURG PUBLIC SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2019

Debt Administration. At June 30, 2019, the District had \$29,682,015 in outstanding long-term debt, of which \$735,000 is due within one year. During the fiscal year, the District made principal payments totaling \$1,869,270 on outstanding long-term debt and issued a bond for \$22,500,000. The liability for compensated absences increased \$4,947 from the prior year.

Table 5
Outstanding Long-Term Debt

	<u>June 30, 2019</u>	<u>June 30, 2018</u>	<u>Percentage Change</u>
General obligation bonds payable	\$ 22,190,000	\$ 1,155,000	1821%
Three mill notes payable	1,280,000	1,640,000	-22%
Shortfall notes payable	-	44,270	-100%
Qualified school construction bonds payable	6,000,000	6,000,000	0%
Compensated absences payable	212,015	207,068	2%
Total	\$ 29,682,015	\$ 9,046,338	228%

Additional information on the District's long-term debt can be found in Note 6 included in this report.

CURRENT ISSUES

The Hattiesburg Public School District is financially stable. The District is proud of its community support of the public schools.

The District has committed itself to financial excellence for many years. The District's system of financial planning, budgeting, and internal financial controls is well regarded. The District plans to continue its sound fiscal management to meet the challenges of the future.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

If you have any questions about this report or need additional financial information, contact the Superintendent's Office of the Hattiesburg Public School District, 301 Mamie Street, Hattiesburg, MS 39403.

FINANCIAL STATEMENTS

HATTIESBURG PUBLIC SCHOOL DISTRICT

**Statement of Net Position
June 30, 2019**

Exhibit A

	Governmental Activities
Assets	
Cash and cash equivalents	\$ 38,580,643
Due from other governments	2,805,302
Prepaid expenses	116,554
Inventories	64,247
Restricted assets	5,561,460
Capital assets, non-depreciable:	
Land	522,861
Construction in progress	1,292,514
Capital assets, net of accumulated depreciation:	
Buildings	21,884,614
Building improvements	1,015,517
Mobile equipment	1,225,712
Furniture and equipment	291,125
Improvements other than buildings	4,082,923
Total Assets	<u>77,443,472</u>
Deferred Outflows of Resources	
Deferred outflow related to OPEB	191,010
Deferred outflow related to pensions	3,934,258
Total Deferred Outflows of Resources	<u>4,125,268</u>
Liabilities	
Accounts payable and accrued liabilities	996,458
Unearned revenue	135,051
Interest payable on long-term liabilities	111,501
Long-term liabilities, due within one year:	
Capital related liabilities	588,000
Non-capital related liabilities	147,000
Net OPEB liability	164,959
Long-term liabilities, due beyond one year:	
Capital related liabilities	25,406,000
Non-capital related liabilities	3,541,015
Net OPEB liability	3,635,290
Net pension liability	61,392,296
Total Liabilities	<u>96,117,570</u>
Deferred Inflows of Resources	
Deferred inflow related to OPEB	575,070
Deferred inflow related to pensions	7,562,088
Total Deferred Inflows of Resources	<u>8,137,158</u>
Net Position	
Net investment in capital assets	4,321,266
Restricted for:	
Expendable:	
School-based activities	1,271,345
Capital projects	28,845,754
Debt service	4,502,372
Unemployment benefits	126,013
Non-expendable:	
Sixteenth section	3,870,627
Unrestricted	(65,623,365)
Total Net Position (deficit)	<u>\$ (22,685,988)</u>

The accompanying notes are an integral part of this statement.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Statement of Activities

Exhibit B

For the Year Ended June 30, 2019

Functions/Programs	Expenses	Program Revenues			Net (Expense)
		Charges for	Operating	Capital	Revenue and
		Services	Grants and	Grants and	Changes in Net
			Contributions	Contributions	Position
					Governmental
					Activities
Governmental Activities:					
Instruction	\$ 21,172,027	\$ 232,873	\$ 3,826,508	\$ -	\$ (17,112,646)
Support services	15,620,737	24,053	3,255,171	-	(12,341,513)
Non-instructional	2,856,469	87,467	3,472,765	-	703,763
Sixteenth section	30,273	-	-	-	(30,273)
OPEB expense	114,525	-	-	-	(114,525)
Pension expense	3,540,840	-	-	-	(3,540,840)
Interest on long-term liabilities	258,000	-	-	-	(258,000)
Total Governmental Activities	\$ 43,592,871	\$ 344,393	\$ 10,554,444	\$ -	\$ (32,694,034)

General Revenues:

Taxes:

General purpose levies

17,571,012

Debt purpose levies

2,364,247

Unrestricted grants and contributions:

State

18,516,202

Federal

355,445

Unrestricted investment earnings

777,321

Sixteenth section sources

136,046

Other

313,962

Total General Revenues

40,034,235

Change in Net Position

7,340,201

Net Position - Beginning

(30,026,189)

Net Position (deficit) - Ending

\$ (22,685,988)

The accompanying notes are an integral part of this statement.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Governmental Funds

Balance Sheet

Exhibit C

June 30, 2019

	Major Funds					
	General Fund	Title I Fund	Construction FY 19 Issue Fund	Other Governmental Funds	Total Governmental Funds	
Assets						
Cash and cash equivalents	\$ 13,354,590	\$ -	\$ 22,333,156	\$ 3,093,495	\$	38,781,241
Cash with fiscal agents	-	-	-	2,235,539		2,235,539
Investments	-	-	-	3,112,039		3,112,039
Due from other governments	472,990	1,108,284	-	1,222,850		2,804,124
Accrued interest receivable	-	-	-	13,284		13,284
Due from other funds	2,208,744	-	-	1,577		2,210,321
Advances to other funds	-	-	-	869,968		869,968
Inventories	-	-	-	64,247		64,247
Prepaid items	116,554	-	-	-		116,554
Total assets	\$ 16,152,878	\$ 1,108,284	\$ 22,333,156	\$ 10,612,999	\$	50,207,317
Liabilities and Fund Balances						
Liabilities:						
Accounts payable and accrued liabilities	\$ 270,338	\$ 3,911	\$ 674,874	\$ 47,335	\$	996,458
Due to other funds	1,577	1,103,753	-	1,103,813		2,209,143
Advances from other funds	869,968	-	-	-		869,968
Unavailable revenue - federal programs	-	620	-	134,431		135,051
Total Liabilities	1,141,883	1,108,284	674,874	1,285,579		4,210,620
Fund Balances:						
Nonspendable:						
Inventory	-	-	-	64,247		64,247
Prepaid items	116,554	-	-	-		116,554
Permanent fund principal	-	-	-	3,000,659		3,000,659
Advances	-	-	-	869,968		869,968
Restricted:						
Debt service	-	-	-	4,613,873		4,613,873
Capital projects	-	-	21,658,282	5,844		21,664,126
Grant activities	-	-	-	646,816		646,816
Unemployment benefits	-	-	-	44,156		44,156
Assigned:						
Student activities	169,840	-	-	-		169,840
Capital improvement	7,181,628	-	-	-		7,181,628
Instructional activities	21,173	-	-	-		21,173
Technology projects	252,715	-	-	-		252,715
Unemployment benefits	-	-	-	81,857		81,857
Unassigned	7,269,085	-	-	-		7,269,085
Total Fund Balances	15,010,995	-	21,658,282	9,327,420		45,996,697
Total Liabilities and Fund Balances	\$ 16,152,878	\$ 1,108,284	\$ 22,333,156	\$ 10,612,999	\$	50,207,317

The accompanying notes are an integral part of this statement.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Governmental Funds

**Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position
June 30, 2019**

Exhibit C-1

Total fund balances for governmental funds \$ 45,996,697

Amounts reported for governmental activities in the statement of Net Position are different because:

1. Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds:

Land	\$ 522,861	
Construction in progress	1,292,514	
Buildings	38,814,103	
Building improvements	1,637,367	
Mobile equipment	3,677,016	
Furniture and equipment	3,012,121	
Improvements other than buildings	6,802,076	
Accumulated depreciation	<u>(25,442,792)</u>	30,315,266

2. Some liabilities, including net pension obligations and net OPEB obligations, are not due and payable in the current period and, therefore, are not reported in the funds:

Net pension liability	(61,392,296)
Net OEB liability	(3,800,249)

Deferred outflows and inflows of resources related to pensions and OPEB are applicable to future periods and, therefore, are not reported in the funds:

Deferred outflows of resources related to pensions	3,934,258	
Deferred outflows of resources related to OPEB	191,010	
Deferred inflows of resources related to OPEB	(575,070)	
Deferred inflows of resources related to pensions	<u>(7,562,088)</u>	(69,204,435)

3. Long-term liabilities and related accrued interest are not due and payable in the current period and therefore are not reported in the funds:

General obligation bonds	(22,190,000)	
Three mill notes	(1,280,000)	
Qualified school construction bonds payable	(6,000,000)	
Compensated absences	(212,015)	
Accrued interest payable	<u>(111,501)</u>	(29,793,516)

Net Position of governmental activities \$ (22,685,988)

The accompanying notes are an integral part of this statement.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Governmental Funds

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Year Ended June 30, 2019

Exhibit D

	Major Funds				
	General Fund	Title I Fund	Construction FY 19 Issue Fund	Other Governmental Funds	Total Governmental Funds
Revenues:					
Local sources	\$ 18,150,570	\$ -	\$ 448,746	\$ 2,619,502	\$ 21,218,818
State sources	18,702,285	-	-	1,619,288	20,321,573
Federal sources	390,690	3,280,960	-	5,432,869	9,104,519
Sixteenth section sources	138,723	-	-	125,386	264,109
Total Revenues	37,382,268	3,280,960	448,746	9,797,045	50,909,019
Expenditures:					
Instruction	18,424,446	1,351,683	-	3,447,746	23,223,875
Support services	13,756,453	1,705,617	219,219	1,564,219	17,245,508
Noninstructional services	6,266	137,660	-	2,695,854	2,839,780
Sixteenth section	30,273	-	-	-	30,273
Facilities acquisition and construction	-	-	760,745	280,177	1,040,922
Debt service:					
Principal	-	-	-	1,869,270	1,869,270
Interest	36,378	-	-	285,247	321,625
Other	-	-	500	4,980	5,480
Total Expenditures	32,253,816	3,194,960	980,464	10,147,493	46,576,733
Excess (Deficiency) of Revenues over (under) Expenditures	5,128,452	86,000	(531,718)	(350,448)	4,332,286
Other Financing Sources (Uses):					
Insurance recovery	12,254	-	-	11,799	24,053
Sale of property	17,230	-	-	25	17,255
Bond proceeds	-	-	22,190,000	310,000	22,500,000
Transfer in to escrow agent	-	-	-	546,128	546,128
Operating transfers in	36,378	-	-	828,750	865,128
Transfer to QSCB escrow agent	-	-	-	(546,128)	(546,128)
Operating transfers out	(742,750)	(86,000)	-	(36,378)	(865,128)
Total Other Financing Sources (Uses)	(676,888)	(86,000)	22,190,000	1,114,196	22,541,308
Net Change in Fund Balances	4,451,564	-	21,658,282	763,748	26,873,594
Fund Balances:					
July 1, 2018	10,559,431	-	-	8,597,161	19,156,592
Increase (Decrease) in inventory	-	-	-	(33,489)	(33,489)
June 30, 2019	\$ 15,010,995	\$ -	\$ 21,658,282	\$ 9,327,420	\$ 45,996,697

The accompanying notes are an integral part of this statement.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Governmental Funds

**Reconciliation of the Governmental Funds Statement of Revenues,
Expenditures and Changes in Fund Balances to the Statement of Activities
For the Year Ended June 30, 2019**

Exhibit D-1

Net change in fund balances - total governmental funds \$ 26,873,594

Amounts reported for governmental activities in the statement of activities are different because:

1. Governmental funds report capital outlay as expenditures. However, in the statement of activities, the cost of capital assets is allocated over their estimated useful lives as depreciation expense. In the current period, these amounts are:

Capital outlay	\$ 2,135,101	
Depreciation expense	<u>(1,212,625)</u>	922,476

2. In the statement of activities, only the gain/loss on the sale of assets is reported, while in the governmental funds, the proceeds from the sale increases financial resources. Thus, the change in Net Position differs from the change in fund balance by the cost of the assets sold.

	<u>(50,434)</u>	(50,434)
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3. The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on Net Position. Also, governmental funds report the effect of premiums, discounts and the difference between the carrying value of refunded debt and the acquisition cost of refunded debt when debt is first issued. These amounts are deferred and amortized in the statement of activities:

Bonds issued	(22,500,000)	
Payments of debt principal	1,869,270	
Amortization of bond premium	26,579	
Accrued interest payable	<u>47,640</u>	(20,556,511)

4. Some items relating to pensions and OPEB and reported in the statement of activities do not provide or require the use of current financial resources and therefore are not reported as revenues/expenditures in the governmental funds. The activities include:

Recording of OPEB expense for the current period	(114,525)	
Recording of pension expense for the current period	(3,540,840)	
Contributions subsequent to the measurement date-OPEB	164,959	
Contributions subsequent to the measurement date-Pension	<u>3,685,032</u>	194,626

5. Some items reported in the statement of activities do not provide or require the use of current financial resources and therefore are not reported as revenues/expenditures in governmental funds. These activities include:

Change in compensated absences	(4,947)	
Change in inventory reserve	(33,489)	
Amortization of deferred charges, premiums and discounts	<u>(5,114)</u>	(43,550)

Change in Net Position of governmental activities		<u><u>\$ 7,340,201</u></u>
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The accompanying notes are an integral part of this statement.

HATTIESBURG PUBLIC SCHOOL DISTRICT**Fiduciary Funds****Statement of Fiduciary Assets and Liabilities
June 30, 2019****Exhibit E**

	Agency Funds
Assets	
Cash and cash equivalents	\$ 1,160,309
Total Assets	<u>\$ 1,160,309</u>
Liabilities	
Accounts payable and accrued liabilities	\$ 1,121,980
Due to other funds	1,178
Due to student clubs	37,151
Total Liabilities	<u>\$ 1,160,309</u>

The accompanying notes are an integral part of these statements.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2019

Note 1 – Summary of Significant Accounting Policies

The accompanying financial statements of the school District have been prepared in conformity with generally accepted accounting principles (GAAP) as prescribed by the Governmental Accounting Standards Board (GASB). GASB is the accepted standard-setting body for governmental accounting and financial reporting principles. The most significant of the school District's accounting policies are described below.

A. Financial Reporting Entity

As defined by accounting principles generally accepted in the United States of America, the school District is considered a "other stand-alone government." The school District is a related organization of, but not a component unit of, the city of Hattiesburg, Mississippi, since the governing authority of the city selects a majority of the school District's board but does not have financial accountability for the school District.

For financial reporting purposes, Hattiesburg Public School District has included all funds and organizations. The District has also considered all potential component units for which it is financially accountable and other organizations for which the nature and significance of their relationship with the District are such that exclusion would cause the District's financial statements to be misleading or incomplete. The Governmental Accounting Standards Board has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body and (1) the ability of the District to impose its will on that organization or (2) the potential for the organization to provide specific benefits to or impose specific financial burdens on the District.

B. Government-wide and Fund Financial Statements

Government-wide Financial Statements – The Statement of Net Position and the Statement of Activities report information on all of the non-fiduciary activities of the District. For the most part, the effect of inter-fund activity has been removed from these statements. Governmental activities, which normally are supported by tax and intergovernmental revenues, are reported separately from business type activities, which rely to a significant extent on fees and charges for support.

The Statement of Net Position presents the District's non-fiduciary assets, deferred outflows, liabilities, and deferred inflows with the difference reported as net position. Net position is reported in three categories:

1. Net investment in capital assets consists of capital assets, net of accumulated depreciation, and reduced by outstanding balances of bonds, notes and other debt attributable to the acquisition, construction or improvement of those assets.
2. Restricted net position results when constraints placed on net position use are either externally imposed or imposed by law through constitutional provisions or enabling legislation.
3. Unrestricted net position consists of net position not meeting the definition of the two preceding categories. Unrestricted net position often has constraints on resources imposed by management which can be removed or modified.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2019

The Statement of Activities demonstrates the degree to which the direct expenses of a given function, or segment, are offset by program revenues. Direct expenses are those clearly identifiable with a specific function. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function and 2) grants, contributions and interest restricted to meeting the operational or capital requirements of a particular function. Property taxes and other items not included among program revenues are reported instead as general revenues.

Fund Financial Statements - Separate financial statements are provided for governmental and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds are reported in separate columns in the fund financial statements. All remaining governmental funds are aggregated and reported as other governmental funds.

The school District reports the following major governmental funds:

General Fund - This is the school District's primary operating fund. The general fund is used to account for and report all financial resources not accounted for and reported in another fund.

Title I Fund - This is a special revenue fund that accounts for the revenues and related expenditures of the Title I grants to local educational agencies.

Construction FY 19 Issue Fund - This is a construction fund that accounts for the construction expenditures being spent from the general obligation bond issue.

All other governmental funds not meeting the criteria established for major funds are presented in the other governmental column of the fund financial statements.

The District's fiduciary funds include the following:

Student Club Funds - These funds account for the monies raised through student club activities.

Payroll Clearing Fund - This fund is used to report payroll resources held by the District in a purely custodial capacity (assets and liabilities) and does not involve the measurement of the results of operations.

Accounts Payable Clearing Fund - This fund is used to report resources of paid claims held by the District in a purely custodial capacity (assets and liabilities) and does not involve the measurement of the results of operations.

Additionally, the school District reports the following fund types:

GOVERNMENTAL FUNDS

Special Revenue Funds - Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects.

Capital Projects Funds - Capital Projects Funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditures for capital outlays, including acquisition or construction of capital facilities and other capital assets.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2019

Debt Service Funds - Debt Service Funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest.

Permanent Funds - Permanent Funds are used to account for and report resources that are restricted to the extent that only earnings, and not the principal, may be used for purposes that support the District's programs.

FIDUCIARY FUNDS

Agency Funds - Agency Funds are used to report resources held by the District in a purely custodial capacity (assets equal liabilities) and do not involve measurement of results of operations.

C. **Measurement Focus, Basis of Accounting, and Financial Statement Presentation**

In the government-wide Statement of Net Position and Statement of Activities, governmental activities are presented using the economic resources measurement focus and the accrual basis of accounting, as are the Fiduciary Fund financial statements. Revenues are recorded when earned, and expenses are recorded when a liability is incurred or economic asset used, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Measurable means knowing or being able to reasonably estimate the amount. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days after year end. Expenditures (including capital outlay) are recorded when the related fund liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and judgments, are recorded only when payment is due.

Federal grants and assistance awards made on the basis of entitlement periods are recorded as receivables and revenues when entitlement occurs. Federal reimbursement type grants are recorded as revenues when the related expenditures are recognized. Use of grant resources is conditioned upon compliance with terms of the grant agreements and applicable federal regulations, which include subjecting grants to financial and compliance audits.

Property taxes, intergovernmental revenues (shared revenues, grants and reimbursements from other governments) and interest associated with the current fiscal period are all considered to be susceptible to accrual.

Ad valorem property taxes are levied by the governing authority of the city on behalf of the school District based upon an order adopted by the school board of the school District requesting an ad valorem tax effort in dollars. Since the taxes are not levied and collected by the school District, the revenues to be generated by the annual levies are not recognized until the taxes are actually collected by the tax levying authority.

Capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2019

Under the terms of grant agreements, the District funds certain programs by a combination of specific cost-reimbursement grants and general revenues. Thus, when program expenses are incurred, there is both restricted and unrestricted net position available to finance the program. It is the District's policy to first apply cost-reimbursement grant resources to such programs and then general revenues.

The effect of inter-fund activity has been eliminated from the government-wide statements.

Revenues from the Mississippi Adequate Education Program are appropriated on a fiscal year basis and are recorded at the time the revenues are received from the State of Mississippi.

The account classifications used in the financial statements conform to the broad classifications recommended in *Governmental Accounting, Auditing, and Financial Reporting*, issued in 2012 by the Government Finance Officers Association and are consistent with the broad classifications recommended in *Financial Accounting for Local and State School Systems, 2014*, issued by the U.S. Department of Education.

D. Encumbrances

An encumbrance system is maintained to account for commitments or assignments resulting from approved purchase orders, work orders and contracts. However, the school District attempts to liquidate all encumbrances at year-end. Encumbrances outstanding at year-end are not reported within committed or assigned fund balances.

E. Assets, liabilities, deferred outflows/inflows, and net position/fund balances

1. Cash, Cash equivalents and Investments

Cash and cash equivalents

The District's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. The school District deposits excess funds in the financial institutions selected by the school board. State statutes specify how these depositories are to be selected.

Investments

The school District can invest its excess funds, as permitted by Section 29-3-113, Miss. Code Ann. (1972), in interest-bearing deposits or other obligations of the types described in Section 27-105-33, Miss. Code Ann. (1972), or in any other type investment in which any other agency, instrumentality or subdivision of the State of Mississippi may invest, except that 100% of said funds are authorized to be so invested.

For accounting purposes, certificates of deposit are classified as investments if they have an original maturity greater than three months when acquired.

Investments for the District are reported at fair market value.

2. Receivables and payables

Activities between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds"

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2019

(i.e., the current portion of inter-fund loans) or "advances to/from other funds" (i.e. the non-current portion of inter-fund loans). All other outstanding balances between funds are reported as "due to/from other funds."

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

3. Due from Other Governments

Due from other governments represents amounts due from the State of Mississippi and various grants and reimbursements from other governments.

4. Inventories and Prepaid Items

Donated commodities are received from the USDA and are valued at USDA cost. Other inventories are valued at cost (calculated on the first-in, first-out basis). The costs of governmental fund type inventories are reported as expenditures when purchased.

Prepaid items, such as prepaid insurance, are not reported for governmental fund types since the costs of such items are accounted for as expenditures in the period of acquisition.

5. Restricted Assets

Certain resources set aside for repayment of debt are classified as restricted assets on the Statement of Net Position because their use is limited by applicable debt statutes, e.g. Qualified School Construction Bond sinking funds. Also, the nonexpendable portion of the Permanent Fund, if applicable, is classified as restricted assets because the 16th Section Principal fund is not available for use by the District except as provided for under state statute for loans from this fund.

6. Capital Assets

Capital assets include land, improvements to land, easements, water rights, timber rights, buildings, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period. Capital assets are reported in the applicable governmental or business type activities columns in the government-wide Statement of Net Position. Capital assets are recorded at historical cost or estimated historical cost based on appraisals or deflated current replacement cost. Donated capital assets are recorded at estimated fair market value at the date of donation. The costs of normal maintenance and repair that do not add to the value of the asset or materially extend asset lives are not capitalized. Capital assets are defined by the District as assets with an initial, individual cost in excess of the thresholds in the table below.

Capital acquisition and construction are reflected as expenditures in the Governmental Fund statements and the related assets are reported as capital assets in the governmental activities column in the government-wide financial statements.

Depreciation is calculated on the straight-line basis for all assets, except land.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2019

The following schedule details the capitalization thresholds:

	Capitalization	Estimated
	Policy	Useful Life
Land	\$ 0	0
Buildings	50,000	40 years
Building improvements	25,000	20 years
Improvements other than buildings	25,000	20 years
Mobile equipment	5,000	5-10 years
Furniture and equipment	5,000	3-7 years
Leased property under capital leases	*	*

(*) The threshold amount will correspond with the amounts for the asset classifications, as listed. See Note 4 for details.

7. Deferred outflows/inflows of resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The school district has incurred the following deferred outflows/inflows of resources:

Deferred outflow related to OPEB
Deferred outflow related to Pensions

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The school district has incurred the following deferred outflows/inflows of resources:

Deferred inflow related to OPEB
Deferred inflow related to Pensions

See Note 8 and Note 9 for further details.

8. Compensated Absences

Employees of the school District accumulate sick leave at a minimum amount as required by state law. A greater amount may be provided by school District policy provided that it does not exceed the provisions for leave as provided in Sections 25-3-93 and 25-3-95. Some employees are allowed personal leave and/or vacation leave in accordance with school District policy. The District pays for unused leave for employees as required by Section 37-7-307(5), Miss. Code Ann. (1972).

The liability for these compensated absences is recorded as a long-term liability in the government-wide statements. The current portion of this liability is estimated based on historical trends. In the fund financial statements, governmental funds report the liability for compensated absences from expendable available financial resources only if the payable has matured, for example, an employee retires.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2019

9. Long-term Liabilities and Bond Discounts/Premiums

In the government-wide financial statements, outstanding debt is reported as liabilities. Bond discounts or premiums and the difference between reacquisition price and the net carrying value of refunded debt are capitalized and amortized over the terms of the respective bonds using a method that approximates the effective interest method.

The governmental fund financial statements recognize the proceeds of debt and premiums as other financing sources of the current period. Issuance costs are reported as expenditures. See Note 6 for details.

10. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Public Employees' Retirement System (PERS) and additions to/deductions from PERS' fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, the benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

11. Postemployment Benefits Other than Pensions (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the State and School Employees' Life and Health Plan (OPEB Plan) and additions to/deductions from the OPEB Plan's fiduciary net position have been determined on the same basis as they are reported by the OPEB Plan. For this purpose, benefit payments are recorded when the OPEB benefits come due. Investments are reported at fair value as determined by the state.

12. Fund Balances

Fund balance for governmental funds is reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

Governmental fund balance is classified as nonspendable, restricted, committed, assigned or unassigned. Following are descriptions of fund classifications used by the District:

Nonspendable fund balance includes items that cannot be spent. This includes activity that is not in a spendable form (inventories, prepaid amounts, long-term portion of loans/notes receivable, or property held for resale unless the proceeds are restricted, committed, or assigned) and activity that is legally or contractually required to remain intact, such as a principal balance in a permanent fund.

Restricted fund balance includes amounts that have constraints placed upon the use of the resources either by an external party or imposed by law through a constitutional provision or enabling legislation.

Committed fund balance includes amounts that can be used only for the specific purposes pursuant to constraints imposed by a formal action of the School Board, the District's highest

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2019

level of decision-making authority. This formal action is the approval of the commitment by the school board. Currently there is no committed fund balance for this school district.

Assigned fund balance includes amounts that are constrained by the District's intent to be used for a specific purpose, but are neither restricted nor committed. For governmental funds, other than the general fund, this is the residual amount within the fund that is not restricted or committed. Assignments of fund balance are created by the Superintendent and Director of Finance pursuant to authorization established by the School Board of Trustees as approved by the fund balance reporting policy.

Unassigned fund balance is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund. The general fund should be the only fund that reports a positive unassigned fund balance amount. In other governmental funds, it may be necessary to report a negative unassigned fund balance.

When an expenditure/expense is incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) resources are available, it is the District's general policy to use restricted resources first. When expenditures/expenses are incurred for purposes for which unrestricted (committed, assigned, and unassigned) resources are available, and amounts in any of these unrestricted classifications could be used, it is the District's general policy to spend committed resources first, followed by assigned amounts, and then unassigned amounts.

Note 2 – Cash and Cash Equivalents, Cash with Fiscal Agents, and Investments

The District follows the practice of aggregating the cash assets of various funds to maximize cash management efficiency and returns. Restrictions on deposits and investments are imposed by statutes as follows:

Deposits. The school board must advertise and accept bids for depositories no less than once every three years as required by Section 37-7-333, Miss. Code Ann. (1972). The collateral pledged for the school District's deposits in financial institutions is held in the name of the State Treasurer under a program established by the Mississippi State Legislature and is governed by Section 27-105-5, Miss. Code Ann. (1972). Under this program, the entity's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Deposit Insurance Corporation.

Investments. Section 29-3-113 and 37-59-43, Miss. Code Ann. (1972), authorizes the school board to invest excess funds in the types of investments authorized by Section 27-105-33(d) and (e), Miss. Code Ann. (1972). This section permits the following types of investments: (a) certificates of deposit or interest bearing accounts with qualified state depositories; (b) direct United States Treasury obligations; (c) United States Government agency, United States Government instrumentality or United States Government sponsored enterprise obligations, not to exceed fifty percent of all monies invested with maturities of thirty days or longer; (d) direct security repurchase agreements and reverse direct security repurchase agreements of any federal book entry of only those securities enumerated in (b) and (c) above; (e) direct obligations issued by the United States of America that are deemed to include securities of, or other interests in, any open-end or closed-end management type investment company or investment trust approved by the State Treasurer and the Executive Director of the Department of Finance and

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2019

Administration, not to exceed twenty percent of invested excess funds. Investment income on bond funds (Capital Projects), bond sinking funds (Debt Service Funds) and sixteenth section principal funds (Permanent Funds) must be credited to those funds. Investment income of \$100 or more of any fund must be credited to that fund. Investment income of less than \$100 can be credited to the General Fund.

Cash and Cash Equivalents

The carrying amount of the school District's deposits with financial institutions reported in the governmental funds and fiduciary funds was \$38,781,241 and \$1,160,309, respectively.

Custodial Credit Risk - Deposits. Custodial credit risk is defined as the risk that, in the event of the failure of a financial institution, the District will not be able to recover deposits or collateral securities that are in the possession of an outside party. The District does not have a deposit policy for custodial credit risk. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Deposit Insurance Corporation. Deposits above FDIC coverage are collateralized by the pledging financial institution's trust department or agent in the name of the Mississippi State Treasurer on behalf of the District.

Cash with Fiscal Agents

The carrying amount of the school District's cash with fiscal agents held by financial institutions at June 30, 2019 was \$2,235,539.

Investments

As of June 30, 2019, the District had the following investments.

Investment Type	Rating	Maturities (in years)	Fair Value
U.S. Treasury Notes and Bonds	Unrated	Less than 10 years	\$ 1,599,900
U.S. Government Asset Backed Securities	AA+	Less than 5 years	135,061
	AA+	Less than 10 years	391,428
	AA+	Less than 15 years	131,068
Corporate Bonds	A2	Less than 5 years	50,002
Municipal Bonds	Unrated	Less than 5 years	35,022
	Aa2/AA	Less than 5 years	103,437
	AA-	Less than 10 years	75,905
	AA	Less than 10 years	50,131
U.S. Agency Securities	Aaa/AA+	Less than 5 years	324,296
	Aaa/AA+	Less than 10 years	215,789
Total			<u>\$ 3,112,039</u>

The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; level 2 inputs are significant other observable inputs; level 3 inputs are significant unobservable inputs.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2019

The District has the following recurring fair value measurements as of June 30, 2019:

- All investments are valued using quoted market prices (Level 1 inputs)

Interest Rate Risk. The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk. State law limits investments to those prescribed in Sections 27-105-33(d) and 27-105-33(e), Miss. Code Ann. (1972). The District does not have a formal investment policy that would further limit its investment choices or one that addresses credit risk.

Custodial Credit Risk - Investments. Custodial credit risk is defined as the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The District does not have a formal investment policy that addresses custodial credit risk. As of June 30, 2019, the District did not have any investments to which this would apply.

Concentration of Credit Risk. Disclosure of investments by amount and issuer for any issuer that represents five percent or more of total investments is required. This requirement does not apply to investments issued or explicitly guaranteed by the U.S. government, investments in mutual funds and external investment pools, and other pooled investments.

Note 3 – Inter-fund Receivables, Payables and Transfers

The following is a summary of inter-fund transactions and balances:

A. Due From/To Other Funds

Receivable Fund	Payable Fund	Amount
General Fund	Title I Fund	\$ 1,103,753
	Other governmental Funds	1,103,813
	Fiduciary Funds	1,178
Other governmental Funds	General Fund	<u>1,577</u>
		<u>\$ 2,210,321</u>

The amounts represent inter-fund balances created by loans from the General Fund to special revenue funds to provide adequate cash flow for those funds operating on an expenditure reimbursement basis. Cash is loaned to the funds for operational purposes, and the loans are repaid after reimbursement for grant expenditures is received. Also included are amounts due from clearing accounts to governmental funds.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2019

B. Advances To/From Other Funds

Receivable Fund	Payable Fund	Amount
Other governmental Funds	General Fund	<u>\$ 869,968</u>
Total		<u><u>\$ 869,968</u></u>

The inter-fund balances represent a loan from the 16th Section Principal Fund to the General Fund. The purpose of the loan was to purchase school buses and to make needed facility improvements.

The sixteenth section principal loans payable are not reflected on the Statement of Net Position because these funds were borrowed by the General Fund from the Sixteenth Section Trust Fund (Permanent Trust) in accordance with Section 29-3-113, Miss. Code Ann. (1972). The revenues and expenditures associated with these transactions are reflected on the Statement of Revenues, Expenditures, and Changes in Fund Balance. The interest rate on the sixteenth section principal loans payable as of June 30, 2019 is four (4) percent. The following is a schedule by years of the total payments due on this debt:

Year Ending June 30	Principal	Interest	Totals
2020	\$ 56,042	\$ 35,165	\$ 91,207
2021	57,304	33,903	91,207
2022	58,616	32,591	91,207
2023	59,981	31,226	91,207
2024	61,400	29,807	91,207
2025-2029	207,855	99,348	307,203
2030-2034	252,888	54,316	307,204
2035-2036	115,882	7,000	122,882
	<u>\$ 869,968</u>	<u>\$ 323,356</u>	<u>\$ 1,193,324</u>

C. Inter-fund Transfers

Transfers Out	Transfers In	Amount
General Fund	Other Governmental Funds	<u>\$ 742,750</u>
Title I Fund	Other Governmental Funds	86,000
Other Governmental Funds	General Fund	<u>36,378</u>
Total		<u><u>\$ 865,128</u></u>

Transfers represent direct costs from special revenue funds transferred to the General Fund and operational transfers from the General Fund to other governmental funds. Also included are transfers of interest earned on nonexpendable permanent funds to the General Fund.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2019

Note 4 – Capital Assets

The following is a summary of changes in capital assets for governmental activities:

	Balance 7/1/2018	Increases	Decreases	Adjustments	Balance 6/30/2019
Governmental Activities:					
<u>Non-depreciable capital assets:</u>					
Land	\$ 522,861	\$ -	\$ -	\$ -	522,861
Construction in progress	-	1,292,514	-	-	1,292,514
Total non-depreciable capital assets	522,861	1,292,514	-	-	1,815,375
<u>Depreciable capital assets:</u>					
Buildings	38,814,103	-	-	-	38,814,103
Building improvements	1,637,367	-	-	-	1,637,367
Mobile equipment	3,397,521	622,122	360,191	17,564	3,677,016
Furniture and equipment	3,868,130	147,559	1,019,063	15,495	3,012,121
Improvements other than buildings	6,731,081	70,995	-	-	6,802,076
Total depreciable capital assets	54,448,202	840,676	1,379,254	33,059	53,942,683
<u>Less accumulated depreciation for:</u>					
Buildings	16,317,548	611,941	-	-	16,929,489
Building improvements	556,355	65,495	-	-	621,850
Mobile equipment	2,580,013	175,431	319,948	15,808	2,451,304
Furniture and equipment	3,596,591	117,937	1,008,872	15,340	2,720,996
Improvements other than buildings	2,477,332	241,821	-	-	2,719,153
Total accumulated depreciation	25,527,839	1,212,625	1,328,820	31,148	25,442,792
Total depreciable capital assets, net	28,920,363	(371,949)	50,434	1,911	28,499,891
Governmental activities capital assets, net	\$ 29,443,224	\$ 920,565	\$ 50,434	\$ 1,911	\$ 30,315,266

Depreciation expense was charged to the following governmental functions:

	Amount
Governmental activities:	
Instruction	\$ 507,032
Support services	601,331
Non-instructional	104,262
Total depreciation expense - Governmental activities	\$ 1,212,625

Details of construction-in-progress are as follows:

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2019

	Spent to June 30, 2019	Remaining Commitment
Governmental activities:		
Thames Renovations	\$ 312,050	\$ -
Hattiesburg High Renovations	234,597	761,403
Rowan Renovations	745,867	472,012
	<u>\$ 1,292,514</u>	<u>\$ 1,233,415</u>

Note 5 – Restricted Assets

The restricted assets represent the cash balance, cash with fiscal agents, investments, and accrued interest balances, totaling \$200,598, \$412,368, \$1,512,139, and \$5,586, respectfully, of the Sixteenth Section Principal Fund (Permanent Fund) which are legally restricted and may not be used for purposes that support the District's programs.

In addition, the restricted assets represent the cash with fiscal agents balance, totaling \$1,804,308, of the QSCB 2009 Bond Retirement Fund.

In addition, the restricted assets represent the cash with fiscal agents, investments, and accrued interest balances, totaling \$18,863, \$1,599,900, and \$7,698, respectively, of the QSCB 2010 Bond Retirement Fund.

Restricted assets shown on the statement of Net Position total \$5,561,460.

Note 6 – Long-term Liabilities

The following is a summary of changes in long-term liabilities and other obligations for governmental activities:

	7/1/2018	Additions	Reductions	6/30/2019	Amounts due within one year
A. General obligation bonds	\$ 1,155,000	22,500,000	1,465,000	\$ 22,190,000	\$ 525,000
B. Three Mill Note/Limited tax note	1,640,000		360,000	1,280,000	210,000
C. Shortfall notes	44,270		44,270	-	-
D. Qualified school construction bonds	6,000,000		-	6,000,000	-
Total	<u>\$ 8,839,270</u>	<u>\$ 22,500,000</u>	<u>\$ 1,869,270</u>	<u>\$ 29,470,000</u>	<u>\$ 735,000</u>
Unamortized bond premium	26,579	-	26,579	-	
	<u>\$ 8,865,849</u>	<u>\$ 22,500,000</u>	<u>\$ 1,895,849</u>	<u>\$ 29,470,000</u>	

Description:	Interest Rate	Issue Date	Maturity Date	Amount Issued	Amount Outstanding
General obligation series 2019	0.30%	4/1/2019	4/1/2039	\$ 22,500,000	\$ 22,190,000
Limited tax note, series 2012	2.42%	6/15/2012	6/15/2025	2,700,000	1,280,000
Qualified School Construction Bond, Series 2009	0.94%	9/15/2009	9/15/2024	3,000,000	3,000,000
Qualified School Construction Bond, Series 2010	1.25%	12/1/2010	12/1/2025	3,000,000	3,000,000
				<u>\$ 31,200,000</u>	<u>\$ 29,470,000</u>

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2019

A. General Obligation Bonds:

General obligation bonds are direct obligations and pledge the full faith and credit of the school district. The general obligation bond will be retired from the Bond Retirement Fund (debt service fund).

The amount of bonded indebtedness that can be incurred by the school district is limited by Sections 37-59-5 and 37-59-7, Miss. Code Ann. (1972). Total outstanding bonded indebtedness during a year can be no greater than 15% of assessed value of the taxable property within such district, according to the then last completed assessment for taxation, unless certain conditions, as set forth in Section 37-59-7, Miss. Code Ann. (1972) have been met. As of June 30, 2019 the amount of outstanding bonded indebtedness was 7% of property assessments as of October 1, 2018.

The following is a schedule by years of the total payments on this debt:

General obligation bond series, 2019			
Year Ending June 30	Principal	Interest	Totals
2020	\$ 525,000	\$ 791,575	\$ 1,316,575
2021	640,000	770,575	1,410,575
2022	675,000	744,975	1,419,975
2023	715,000	717,975	1,432,975
2024	750,000	689,375	1,439,375
2025-2029	5,090,000	2,912,475	8,002,475
2030-2034	6,305,000	1,959,025	8,264,025
2035-2039	7,490,000	772,494	8,262,494
	<u>\$ 22,190,000</u>	<u>\$ 9,358,469</u>	<u>\$ 31,548,469</u>

B. Three mill note/Limited Tax note

This debt will be retired from the Three Mill Note Debt Service Fund (debt service fund).

The following is a schedule by years of the total payments on this debt:

Limited Tax Note, Series 2012			
Year Ending June 30	Principal	Interest	Totals
2020	\$ 210,000	\$ 34,363	\$ 244,363
2021	215,000	30,163	245,163
2022	220,000	25,056	245,056
2023	225,000	19,281	244,281
2024	205,000	12,813	217,813
2025-2029	205,000	6,663	211,663
	<u>\$ 1,280,000</u>	<u>\$ 128,339</u>	<u>\$ 1,408,339</u>

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2019

C. Shortfall notes payable

Shortfall debt was retired during the year from the Shortfall Note Retirement fund.

D. Qualified School Construction Bonds

As more fully explained in Note 11, debt has been issued by the school district that qualified as Qualified School Construction Bonds.

The series 2009 and 2010 Qualified School Construction Bonds are secured with an irrevocable pledge of certain revenues the district received from the State of Mississippi in the form of Education Enhancement Funds pursuant to Code Section 37-61-33(2)(d), Miss. Code Ann. (1972).

The School District has pledged a portion of future state Education Enhancement Fund revenue to repay \$6,000,000 in Qualified School Construction Bonds. \$3,000,000 was issued September 15, 2009, and another \$3,000,000 was issued December 1, 2010. Proceeds from the bonds were used to finance capital improvements made to the District's buildings. The bonds are payable solely from the future revenues of the State Education Enhancement Fund and other district funds and are payable through September 15, 2024, and December 1, 2025, respectively. Annual principal and interest payments on the bonds are expected to require all of such state pledged revenues, with the remaining amounts to be paid through the avails of a local debt service tax levy. As further explained in Note 11, minimum total sinking fund payments remaining to be paid on the Series 2009 bonds is \$1,200,000, while the minimum total annual sinking fund payments remaining to be paid on the Series 2010 bonds is \$1,400,000.

Sinking fund payments for the current year and the total Education Enhancement Fund pledged revenues were \$546,128 and \$173,863 respectively.

The following is a schedule by years of total payments due on this debt:

Year Ending June 30	Qualified School Construction Bonds					
	Series 2009			Series 2010		
	Principal	Interest	Totals	Principal	Interest	Totals
2020	\$ -	\$ 28,200	\$ 28,200	\$ -	\$ 165,000	\$ 165,000
2021	-	28,200	28,200	-	165,000	165,000
2022	-	28,200	28,200	-	165,000	165,000
2023	-	28,200	28,200	-	165,000	165,000
2024	-	28,200	28,200	-	165,000	165,000
2025-2026	3,000,000	28,200	3,028,200	3,000,000	330,000	3,330,000
	<u>\$ 3,000,000</u>	<u>\$ 169,200</u>	<u>\$ 3,169,200</u>	<u>\$ 3,000,000</u>	<u>\$ 1,155,000</u>	<u>\$ 4,155,000</u>

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2019

Year Ending June 30	Total		
	Principal	Interest	Totals
2020	\$ -	\$ 193,200	\$ 193,200
2021	-	193,200	193,200
2022	-	193,200	193,200
2023	-	193,200	193,200
2024	-	193,200	193,200
2025-2026	6,000,000	358,200	6,358,200
	<u>\$ 6,000,000</u>	<u>\$ 1,324,200</u>	<u>\$ 7,324,200</u>

The 2009 QSCB will be retired from the 2009 QSCB Retirement fund and the 2010 QSCB will be retired from the 2010 QSCB Retirement fund (both debt service funds).

E. Compensated absences payable

As more fully explained in Note 1(E)(8), compensated absences payable is adjusted on an annual basis as required by Section 37-7-307(5), Miss. Code Ann. (1972). Compensated absences will be paid from the fund from which the employees' salaries were paid.

	<u>7/1/2018</u>	<u>Additions</u>	<u>Reductions</u>	<u>6/30/2019</u>
Compensated absences payable	<u>\$ 207,068</u>	<u>\$ 4,947</u>	<u>\$ -</u>	<u>\$ 212,015</u>

Note 7 – Other Commitments

The school District has several operating leases for thirty-seven (37) copiers.

Lease expenditures for the year ended June 30, 2019, amounted to \$94,059. Future lease payments for these leases are as follows:

Year Ending June 30	Amount
2020	\$ 27,279
2021	5,945
Total	<u>\$ 33,224</u>

Note 8 – Defined Benefit Pension Plan

General Information about the Pension Plan

Plan Description. The school District contributes to the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing multiple-employer defined benefit pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Plan provisions and the Board of Trustees' authority to determine contribution rates are established by Miss. Code Ann. Section 25-11-1 et seq., (1972, as amended) and may be amended only by the Mississippi Legislature. PERS issues a publicly available financial report that includes financial statements and required supplementary information. That report is available at www.pers.ms.gov.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2019

Benefits provided. Membership in PERS is a condition of employment granted upon hiring for qualifying employees and officials of the State of Mississippi, state universities, community and junior colleges, and teachers and employees of the public school Districts. For those persons employed by political subdivisions and instrumentalities of the State of Mississippi, membership is contingent upon approval of the entity's participation in PERS by the PERS' Board of Trustees. If approved, membership for the entity's employees is a condition of employment and eligibility is granted to those who qualify upon hiring. Participating members who are vested and retire at or after age 60 or those who retire regardless of age with at least 30 years of creditable service (25 years of creditable service for employees who became members of PERS before July 1, 2011) are entitled, upon application, to an annual retirement allowance payable monthly for life in an amount equal to 2.0 percent of their average compensation for each year of creditable service up to and including 30 years (25 years for those who became members of PERS before July 1, 2011), plus 2.5 percent for each additional year of creditable service with an actuarial reduction in the benefit for each year of creditable service below 30 years or the number of years in age that the member is below 65, whichever is less. Average compensation is the average of the employee's earnings during the four highest compensated years of creditable service. Benefits vest upon completion of eight years of membership service (four years of membership service for those who became members of PERS before July 1, 2007). PERS also provides certain death and disability benefits. A Cost-of-Living Adjustment (COLA) payment is made to eligible retirees and beneficiaries. The COLA is equal to 3.0 percent of the annual retirement allowance for each full fiscal year of retirement up to the year in which the retired member reaches age 60 (55 for those who became members of PERS before July 1, 2011), with 3.0 percent compounded for each fiscal year thereafter. Plan provisions are established and may be amended only by the State of Mississippi Legislature.

Contributions. PERS members are required to contribute 9.00% of their annual covered salary, and the school District is required to contribute at an actuarially determined rate. The employer's rate as of June 30, 2019 was 15.75% of annual covered payroll. Plan provisions and the Board of Trustees' authority to determine contribution rates are established by Section 25-11-1 of the Mississippi Code of 1972, as amended, and may be amended only by the Mississippi Legislature. The school District's contributions to PERS for the fiscal years ending June 30, 2019, 2018 and 2017 were \$3,685,032, \$3,712,754, and \$3,716,759 respectively, which equaled the required contributions for each year.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2019, the school District reported a liability of \$61,392,296 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The District's proportion of the net pension liability was based on a projection of the school District's long-term share of contribution to the pension plan relative to projected contributions of all participating entities, actuarially determined. The school District's proportionate share used to calculate the June 30, 2019 net pension liability was .3691 percent, which was based on a measurement date of June 30, 2018. This was a decrease of .0012 percent from its proportionate share used to calculate the June 30, 2018 net pension liability, which was based on a measurement date of June 30, 2017.

For the year ended June 30, 2019, the District recognized pension expense of \$3,540,840. At June 30, 2019 the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2019

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 189,276	\$ 439,960
Net difference between projected and actual earnings on pension plan investments	-	1,858,917
Changes in assumptions	59,950	39,394
Changes in proportion and differences between District contributions and proportionate share of contributions	-	5,223,817
District contributions subsequent to the measurement date	3,685,032	-
Total	<u>\$ 3,934,258</u>	<u>\$ 7,562,088</u>

\$3,685,032 reported as deferred outflows of resources related to pensions resulting from school District contributions subsequent to the measurement date will be recognized as a reduction to the net pension liability in the year ended June 30, 2020. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending June 30:	
2020	\$ (4,172,434)
2021	(1,389,866)
2022	(1,506,484)
2023	(244,078)
Thereafter	-
Total	<u>\$ (7,312,862)</u>

Actuarial assumptions. The total pension liability in the June 30, 2018 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.00 Percent
Salary Increases	3.25-18.50 percent, including inflation
Investment Rate of Return	7.75 percent, net of pension plan investment expense, Including inflation

Mortality rates were based on the RP-2014 Healthy Annuitant Blue Collar Table projected with Scale BB to 2022, with male rates set forward one year.

The actuarial assumptions used in the June 30, 2018 valuation were based on the results of an actuarial experience study for the period July 1, 2012 to June 30, 2016. The experience report is dated April 18, 2017.

The long-term expected rate of return on pension plan investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected nominal returns, net of pension plan investment expense and the assumed rate of inflation) are developed for each

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2019

major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The target asset allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
US Broad	27 %	4.60
International Equity	18	4.50
Emerging Markets Equity	4	4.75
Global	12	4.75
Fixed Income	18	0.75
Real Estate	10	3.50
Private Equity	8	5.10
Emerging Debt	2	2.25
Cash	1	0.00
Total	100 %	

Discount rate. The discount rate used to measure the total pension liability was 7.75 percent. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate (9.00%) and that employer contributions will be made at the former employer contribution rate (15.75%) through June 30, 2019 and at the current contribution rate (17.40%) thereafter. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the District's proportionate share of the net pension liability to changes in the discount rate. The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 7.75 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.75 percent) or 1-percentage-point higher (8.75 percent) than the current rate:

	<u>1% Decrease (6.75%)</u>	<u>Current Discount Rate (7.75%)</u>	<u>1% Increase (8.75%)</u>
District's proportionate share of the net pension liability	\$ 80,836,037	\$ 61,392,296	\$ 45,231,980

Pension plan fiduciary net position. Detailed information about the pension plan's fiduciary net position is available in the separately issued PERS financial report.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2019

Note 9 – Other Postemployment Benefits (OPEB)

Plan description. State law mandates that all state, public education, library, junior and community college and retiring employees be offered health and life benefit coverage through the State and School Employees' Life and Health Insurance Plan (the Plan). The Plan was established by Section 25-15-3 et seq., Mississippi Code Ann. (1972), which may be amended only by the State Legislature. The State and School Employees' Health Insurance Management Board (the Board) administers the Plan. The Board has the sole legal authority to promulgate rules and regulations governing the operations of the Plan within the confines of the law governing the Plan. The Plan is self-insured and is financed through premiums collected from employers, employees, retirees and COBRA participants. The Plan provides for Other Postemployment Benefits (OPEB) as a multiple-employer defined benefit OPEB plan. The plan issues a publicly available financial report that can be obtained at <http://knowyourbenefits.dfa.ms.gov/>.

Benefits provided.

The Plan was formed by the State Legislature to provide group health and life benefits to full-time active and retired employees of the State, agencies, universities, community/junior colleges, public school Districts and public libraries. In addition, the spouse and/or children of covered employees and retirees, as well as surviving spouses and COBRA participants, may be eligible for health insurance coverage under the Plan. Benefits of the OPEB Plan consist of an implicit rate subsidy, which is essentially the difference between the average cost of providing health care benefits to retirees under age 65 and the average cost of providing health care benefits to all participants when premiums paid by retirees are not age adjusted. Employees' premiums are funded primarily by their employers. Retirees must pay their own premiums, as do active employees for spouse and dependent medical coverage. The Board has the sole authority for setting life and health insurance premiums for the Plan. Per Section 12-15-15 (10) Mississippi Code Ann. (1972), a retired employee electing to purchase retiree life and health insurance must pay the full cost of such insurance premium. If the Board determined actuarially that the premium paid by the participating retirees adversely affects the overall cost of the Plan to the State, then the Board may impose a premium surcharge, not to exceed 15%, upon such participating retired employees who are under the age for Medicare eligibility and who are initially employed before January 1, 2006. For participating retired employees who are under the age for Medicare eligibility and who are initially employed on or after January 1, 2006, the Board may impose a premium surcharge in an amount the Board determined actuarially to cover the full cost of insurance. The Plan offers a Base option and a Select option for health benefits for non-Medicare participants. The Plan includes a separate coverage level for Medicare eligible retirees, Medicare Eligible surviving spouses, and Medicare eligible dependents of retirees and surviving spouses.

Contributions.

The Board has the sole authority for setting life and health insurance premiums for the Plan. The required premiums vary based on the plan selected and the type of participant. Employers pay no premiums for retirees while employees' premiums are funded primarily by their employer. Contributions to the OPEB plan from the District were \$164,959 for the year ended June 30, 2019.

OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources related to OPEB

At June 30, 2019, the District reported a liability of \$3,800,249 for its proportionate share of the net OPEB liability. The net OPEB liability was measured as of June 30, 2018, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of that date. The basis for the District's proportion is determined by comparing the employer's average monthly employees participating in the Plan with the total average employees participating in the Plan in the fiscal year of all employers.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2019

The allocation was utilized because the level of premiums contributed by each employer is the same for any employee regardless of plan participation elections made by the employee. At the measurement date of June 30, 2018, the District's proportion was .4913 percent. This was an increase of .0027 percent from the proportionate share as of the measurement date of June 30, 2017.

For the year ended June 30, 2019, the District recognized OPEB expense of \$114,525. At June 30, 2019, the District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 7,738	\$
Changes of assumptions		270,775
Net difference between projected and actual Earnings on OPEB plan investments		
Changes in proportion and differences between District contributions and proportionate share of contributions	18,313	304,295
District contributions subsequent to the Measurement date	164,959	
Total	\$ 191,010	\$ 575,070

\$164,959 reported as deferred outflows of resources related to OPEB resulting from school District contributions subsequent to the measurement date will be recognized as a reduction to the net OPEB liability in the year ended June 30, 2020. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ending June 30:

2020	\$ (114,528)
2021	(114,528)
2022	(114,528)
2023	(114,528)
2024	(84,772)
2025	<u>(6,135)</u>
Total	\$ <u>(549,019)</u>

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2019

Actuarial assumptions. The total OPEB liability in the June 30, 2018 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation	3.00 percent
Salary increases	3.25-18.50 percent, including wage inflation
Long-term Investment Rate of Return, net of OPEB plan investment expense, including inflation	4.50%
Municipal Bond Index Rate	
Measurement Date	3.89%
Prior Measurement Date	3.56%
Year FNP is projected to be depleted	
Measurement Date	2018
Prior Measurement Date	2017
Single Equivalent Interest Rate, net of OPEB plan investment expense, including inflation	
Measurement Date	3.89%
Prior Measurement Date	3.56%
Health Care Cost Trends	
Medicare Supplement Claims Pre-Medicare	7.25 percent for 2018 decreasing to an ultimate rate of 4.75% percent by 2028

Both pre-retirement and post-employment mortality rates were based on the RP 2014 Healthy Annuitant Blue Collar Table projected with Scale BB to 2022, male rates set forward 1 year and adjusted by 106% for males at all ages, and females adjusted to 90% for ages less than 76, 95% for age 76, 105% for age 78 and 110% for ages 79 and greater. Post-disability mortality rates were based on the RP 2014 Disabled Retiree Mortality Table set forward 4 years for males and 3 years for females.

The demographic actuarial assumptions used in the June 30, 2018 valuation were based on the results of an actuarial experience study dated April 18, 2017.

The remaining actuarial assumptions (e.g., initial per capita costs, health care cost trends, rate of plan participation, rates of plan election, etc.) used in the June 30, 2018 valuation were based on a review of recent plan experience done concurrently with the June 30, 2018 valuation.

The long-term investment rate of return, net of OPEB plan investment expense, including inflation was 4.50%.

Discount rate. The discount rate used to measure the total OPEB liability at June 30, 2018 was 3.89 percent. Since the Prior Measurement Date, the Discount Rate has changed from 3.56% to 3.89%.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2019

The trust was established on June 28, 2018 with an initial contribution of \$1,000,000. The fiduciary net position is projected to be depleted immediately, therefore, the Municipal Bond Index Rate is used in the determination of the discount rate for both June 30, 2017 and the June 30, 2018. The discount rate used to measure the total OPEB liability at June 30, 2018 was based on an average of the Bond Buyer General Obligation 20-year Municipal Bond Index Rates during the month of June published at the end of each week by Bond Buyer.

Sensitivity of the District's proportionate share of the net OPEB liability to changes in the discount rate. The following presents the District's proportionate share of the net OPEB liability, as well as what the District's proportionate share of the net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.89 percent) or 1-percentage-point higher (4.89 percent) than the current discount rate:

	1% Decrease (2.89%)	Discount Rate (3.89%)	1% Increase (4.89%)
Net OPEB liability	\$ 4,212,481	\$ 3,800,249	\$ 3,445,716

Sensitivity of the District's proportionate share of the net OPEB liability to changes in the healthcare cost trend rates. The following presents the District's proportionate share of the net OPEB liability, as well as what the District's proportionate share of the net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

	1% Decrease	Healthcare Cost Trend Rates Current	1% Increase
Net OPEB liability	\$ 3,520,286	\$ 3,800,249	\$ 4,118,206

OPEB plan fiduciary net position. Detailed information about the OPEB plan's fiduciary net position is available in a separately issued report than can be found at <http://knowyourbenefits.dfa.ms.gov>.

Note 10– Sixteenth Section Lands

Sixteenth section school lands, or lands granted in lieu thereof, constitute property held in trust for the benefit of the public schools. The school board, under the general supervision of the Office of the Secretary of State, has control and jurisdiction of said school trust lands and of all funds arising therefrom as trust property. Accordingly, the board shall assure that adequate compensation is received for all uses of the trust lands, except for uses by the public schools. The following are the future rental payments to be made to the school District for the use of school trust lands. These future rental payments are from existing leases and do not anticipate renewals or new leases.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2019

Year ending June 30	Amount
2020	\$ 60,670
2021	60,670
2022	60,670
2023	60,670
2024	59,147
2025-2029	291,249
2030-2034	264,230
2035-2039	<u>235,201</u>
	<u>\$ 1,092,507</u>

Note 11– Qualified School Construction Bonds

Section 1521 of the American Recovery and Reinvestment Act (ARRA) of 2009 provides for a source of capital at no or at nominal interest rates for costs incurred by certain public schools in connection with the construction, rehabilitation or repair of a public-school facility or for the acquisition of land where a school will be built. Investors receive Federal income tax credits at prescribed tax credit rates in lieu of interest, which essentially allows state and local governments to borrow without incurring interest costs. While Qualified School Construction Bonds (QSCBs) are intended to be interest free to a borrower, the ARRA legislation allows a lender to charge supplemental interest, and such supplemental interest is the responsibility of the school District.

When the stated interest rate on the QSCB results in interest payments that exceed the supplemental interest, payments discussed in the preceding paragraph, the school District may apply for a direct cash subsidy payment from the U.S. Treasury which is intended to reduce the stated interest rate to a nominal percentage. These subsidy payments do not include the amount of any supplemental interest paid on a QSCB. For the year ended June 30, 2019, the subsidy payments amounted to \$150,900.

The school District makes equal annual payments into a sinking fund which is used to pay off the bonds at termination. The current maturity limit of tax credit bonds is 17 years, per the U.S. Treasury Department. Under this program, ten percent of the proceeds must be subject to a binding commitment to be spent within six months of issuance and 100% must be spend within three years. Up to two percent of bond proceeds can be used to pay costs of issuance. The amount on deposit at June 30, 2019 for the 2009 Series Bonds was \$1,804,308, which includes cash with fiscal agent. The amount on deposit at June 30, 2019 for the 2010 Series Bonds was \$1,626,461 which includes cash with fiscal agent, investments, and accrued interest. The amount accumulated in the sinking fund at the end of the seventeen-year period is expected to be sufficient to retire the debt. The following schedule reports the annual deposits to be made to the sinking fun by the school District.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2019

Year Ending June 30	2009 Series	2010 Series	Amount
2020	\$ 200,000	\$ 200,000	\$ 400,000
2021	200,000	200,000	400,000
2022	200,000	200,000	400,000
2023	200,000	200,000	400,000
2024	200,000	200,000	400,000
2025-2029	200,000	400,000	600,000
Total	<u>\$ 1,200,000</u>	<u>\$ 1,400,000</u>	<u>\$ 2,600,000</u>

Note 12 – Contingencies

Federal Grants – The school District has received federal grants for specific purposes that are subject to audit by the grantor agencies. Entitlements to these resources are generally conditional upon compliance with the terms and conditions of the grant agreements and applicable federal regulations, including the expenditure of resources for allowable purposes. Any disallowances resulting from the grantor audit may become a liability of the school District.

Litigation – The school District is party to legal proceedings, many of which occur in the normal course of governmental operations. It is not possible at the present time to estimate the outcome of liability, if any, of the school District with respect to the various proceeding. However, the school District's legal counsel believes that ultimate liability resulting from these lawsuits will not have a material adverse effect on the financial condition of the school District.

Note 13 – Risk Management

The school District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District carries commercial insurance for these risks. Settled claims resulting from these insured risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

Note 14 – Effect of Deferred Amounts on Net Position

The unrestricted net position amount of \$(65,623,365) includes the effect of deferring the recognition of deferred outflows and deferred inflows related to pensions and OPEB. \$3,685,032 of the deferred outflow of resources related to pensions resulting from school District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2020. The remaining \$249,226 of the deferred outflow of resources related to pensions at June 30, 2019, will be recognized as expense and decreased unrestricted net position over the next three (3) years. \$164,959 of the deferred outflow of resources related to OPEB resulting from the school District contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in the year ending June 30, 2020. The remaining \$26,051 of the deferred outflow of resources related to OPEB at June 30, 2019, will be recognized as expense and decreased unrestricted net position over the next six (6) years.

The unrestricted net position of \$(65,623,365) includes the effect of deferring the recognition of deferred inflows related to pensions and OPEB. The balance of \$7,562,088 of the deferred inflow of resources related to pensions at June 30, 2019 will be recognized as revenue and increase unrestricted net position over the next four (4) years. The \$575,070 balance of deferred inflows related to OPEB at June 30, 2019 will be recognized as revenue and increase unrestricted net position over the next six (6) years.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2019

Note 15 - Insurance Loss Recoveries

The Hattiesburg Public School District received \$24,053 related to damages to property. In the government-wide Statement of Activities, the insurance loss recoveries were reported as charges for services and allocated 100% to Support Services.

Note 16 - Subsequent Events

Events that occur after the Statement of Net Position date but before the financial statements are available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the Statement of Net Position date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the Statement of Net Position date require disclosure in the accompanying notes. Management of the Hattiesburg Public School District evaluated the activity of the District through November 1, 2019 and determined that the following subsequent event has occurred requiring disclosure in the notes to the financial statements: On July 16, 2019, the Board of Trustees adopted a resolution to enter into a loan and issue a limited-tax promissory note in the principal amount of \$800,000. Proceeds will be used to pay for costs of school building improvements. Loan proceeds will be paid back at an interest rate of 2.59% over six years.

REQUIRED SUPPLEMENTARY INFORMATION

HATTIESBURG PUBLIC SCHOOL DISTRICT

Required Supplementary Information

Budgetary Comparison Schedule

General Fund

For the Year Ended June 30, 2019

	Budgeted Amounts		Actual (GAAP Basis)	Variances	
				Positive (Negative)	
	Original	Final		Original to Final	Final to Actual
Revenues:					
Local sources	\$ 18,242,454	\$ 18,150,570	\$ 18,150,570	\$ (91,884)	\$ -
State sources	18,618,972	18,702,285	18,702,285	83,313	-
Federal sources	29,369	390,690	390,690	361,321	-
Sixteenth section sources	71,000	138,723	138,723	67,723	-
Total Revenues	36,961,795	37,382,268	37,382,268	420,473	-
Expenditures:					
Instruction	19,609,547	18,434,446	18,424,446	1,175,101	10,000
Support services	15,567,438	13,765,630	13,756,453	1,801,808	9,177
Noninstructional	7,100	6,266	6,266	834	-
Sixteenth Section	27,000	30,272	30,273	(3,272)	(1)
Facilities acquisition and construction	-	823	-	(823)	823
Debt service:					
Principal	54,829	-	-	54,829	-
Interest	36,378	36,378	36,378	-	-
Total Expenditures	35,302,292	32,273,815	32,253,816	3,028,477	19,999
Excess (Deficiency) of Revenues over (under) Expenditures	1,659,503	5,108,453	5,128,452	3,448,950	19,999
Other Financing Sources (Uses):					
Insurance recovery	-	12,254	12,254	12,254	-
Sale of property	-	17,230	17,230	17,230	-
Operating transfers in	5,923,604	9,855,372	36,378	3,931,768	(9,818,994)
Operating transfers out	(7,078,725)	(10,561,744)	(742,750)	(3,483,019)	9,818,994
Total Other Financing Sources (Uses)	(1,155,121)	(676,888)	(676,888)	478,233	-
Net Change in Fund Balances	504,382	4,431,565	4,451,564	3,927,183	19,999
Fund Balances:					
July 1, 2018	10,559,432	10,559,432	10,559,431	-	(1)
Increase (Decrease) in Inventory	-	-	-	-	-
June 30, 2019	\$ 11,063,814	\$ 14,990,997	\$ 15,010,995	\$ 3,927,183	\$ 19,998

The notes to the required supplementary information are in integral part of this schedule.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Required Supplementary Information

Budgetary Comparison Schedule

Title I Fund

For the Year Ended June 30, 2019

	Budgeted Amounts		Actual (GAAP Basis)	Variances Positive (Negative)	
	Original	Final		Original to Final	Final to Actual
Revenues:					
Local sources	\$ -	\$ -	\$ -	\$ -	-
State sources	-	-	-	-	-
Federal sources	1,248,038	3,280,960	3,280,960	2,032,922	-
Sixteenth section sources	-	-	-	-	-
Total Revenues	1,248,038	3,280,960	3,280,960	2,032,922	-
Expenditures:					
Instruction	434,974	1,351,683	1,351,683	(916,709)	-
Support services	626,142	1,705,617	1,705,617	(1,079,475)	-
Noninstructional services	39,200	137,661	137,660	(98,461)	1
Facilities acquisition and construction	-	-	-	-	-
Debt service:					
Principal	-	-	-	-	-
Interest	-	-	-	-	-
Total Expenditures	1,100,316	3,194,961	3,194,960	(2,094,645)	1
Excess (Deficiency) of Revenues over (under) Expenditures	147,722	85,999	86,000	(61,723)	1
Other Financing Sources (Uses):					
Insurance recovery	-	-	-	-	-
Operating transfers in	-	-	-	-	-
Operating transfers out	(130,912)	-	(86,000)	130,912	(86,000)
Total Other Financing Sources (Uses)	(130,912)	-	(86,000)	130,912	(86,000)
Net Change in Fund Balances	16,810	85,999	-	69,189	(85,999)
Fund Balances:					
July 1, 2018	-	-	-	-	-
June 30, 2019	\$ 16,810	\$ 85,999	\$ -	\$ 69,189	\$ (85,999)

The notes to the required supplementary information are in integral part of this schedule.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Required Supplementary Information

SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY

PERS

Last 10 Fiscal Years*

	2019	2018	2017	2016	2015
District's proportion of the net pension liability (asset)	\$ 0.369100%	0.367900%	0.428800%	0.439400%	0.415100%
District's proportionate share of the net pension liability (asset)	61,392,296	61,157,467	76,594,387	67,922,575	51,058,006
District's covered payroll	23,573,041	23,598,470	27,431,486	27,452,508	25,364,660
District's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	260.43%	259.16%	279.22%	247.42%	201.30%
Plan fiduciary net position as a percentage of the total pension liability	63%	61%	57%	62%	67%

The notes to the required supplementary information are an integral part of this schedule.

* The amounts presented for each fiscal year were determined as of the measurement date of 6/30 of the year prior to the fiscal year presented.

This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 68 was implemented in FYE 6/30/15, and, until a full 10-year trend is compiled, the District has only presented information for the years in which information is available.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Required Supplementary Information

SCHEDULE OF DISTRICT CONTRIBUTIONS

PERS

Last 10 Fiscal Years

	2019	2018	2017	2016	2015
Contractually required contribution	3,685,032	3,712,754	3,716,759	4,320,459	4,323,770
Contributions in relation to the contractually required contribution	\$ 3,685,032	3,712,754	3,716,759	4,320,459	4,323,770
Contribution deficiency (excess)	\$ -	-	-	-	-
District's covered payroll	23,397,029	23,573,041	23,598,470	27,431,486	27,452,508
Contributions as a percentage of covered payroll	15.75%	15.75%	15.75%	15.75%	15.75%

The notes to the required supplementary information are an integral part of this schedule.

This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 68 was implemented in FYE 6/30/2015, and, until a full 10-year trend is compiled, the District has only presented information for the years in which information is available.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Required Supplementary Information

SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE NET OPEB LIABILITY

OPEB

Last 10 Fiscal Years*

	<u>2019</u>	<u>2018*</u>
District's proportion of the net OPEB liability (asset)	0.4913%	0.4886%
District's proportionate share of the net OPEB liability (asset)	\$ 3,800,249	3,833,927
District's covered employee payroll	23,573,041	23,598,470
District's proportionate share of the net OPEB liability (asset) as a percentage of its covered-employee payroll	16.12%	16.25%
Plan fiduciary net position as a percentage of the total OPEB liability	0.13%	0.0%

The notes to the required supplementary information are an integral part of this schedule.

The amounts presented for each fiscal year were determined as of the measurement date of 6/30 of the year prior to the fiscal year presented.

This schedule is presented to illustrate the requirement to show information for 10 years. However, until a 10-year trend is compiled, the District has only presented information for the years in which information is available.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Required Supplementary Information

SCHEDULE OF DISTRICT CONTRIBUTIONS

OPEB

Last 10 Fiscal Years

	<u>2019</u>	<u>2018*</u>
Actuarially determined contribution	164,959	163,446
Contributions in relation to the actuarially determined contribution	\$ 164,959	163,446
Contribution deficiency (excess)	\$ -	-
District's covered employee payroll	23,907,101	23,573,041
Contributions as a percentage of covered employee payroll	0.69%	0.69%

The notes to the required supplementary information are an integral part of this schedule.

This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 75 was implemented in FYE 6/30/2018, and, until a full 10-year trend is compiled, the District has only presented information for the years in which information is available.

*Prior year information is based on historical amounts reported in prior year audit report(s).

HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Required Supplementary Information
For the Year Ended June 30, 2019

Budgetary Comparison Schedule

(1) Basis of Presentation

The Budgetary Comparison Schedule presents the original legally adopted budget, the final legally adopted budget, the actual data on the GAAP basis, variances between the original budget and the final budget, and variances between the final budget and the actual data.

(2) Budget Amendments and Revisions

The budget is adopted by the school board and filed with the taxing authority. Amendments can be made on the approval of the school board. By statute, final budget revisions must be approved on or before October 15. A budgetary comparison is presented for the General Fund and each major Special Revenue Fund consistent with accounting principles generally accepted in the United States of America.

Pension Schedules

(1) *Changes of assumptions*

2015:

- The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Table projected to 2016 using Scale BB rather than the RP-2000 Mortality Table, which was used prior to 2015.
- The expectation of disabled mortality was changed to the RP-2014 Disabled Retiree Table, rather than the RP-2000 Disabled Mortality Table, which was used prior to 2015.
- Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience.
- Assumed rates of salary increase were adjusted to more closely reflect actual and anticipated experience.
- The price inflation and investment rate of return assumptions were changed from 3.50% to 3.00% and 8.00% to 7.75%, respectively.

2016:

- The assumed rate of interest credited to employee contributions was changed from 3.50% to 2.00%.

2017:

- The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Table projected using Scale BB to 2022. Small adjustments were also made to the Mortality Table for disabled lives.
- The wage inflation assumption was reduced from 3.75% to 3.25%.
- Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience.
- The percentage of active member disabilities assumed to be in the line of duty was increased from 6% to 7%.

HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Required Supplementary Information
For the Year Ended June 30, 2019

(2) *Changes in benefit provisions*

2016:

Effective July 1, 2016, the interest rate on employee contributions shall be calculated based on the money market rate as published by the Wall Street Journal on December 31 of each preceding year with a minimum rate of one percent and a maximum rate of five percent.

(3) *Method and assumptions used in calculations of actuarially determined contributions.*

The actuarially determined contribution rates in the schedule of employer contributions are calculated as of June 30, two years prior to the end of the fiscal year in which contributions are reported (June 30, 2016 valuation for the June 30, 2018 fiscal year end). The following actuarial methods and assumptions were used to determine the most recent contribution rate reported in that schedule:

Actuarial cost method	Entry age
Amortization method	Level percentage of payroll, open
Remaining amortization period	36.6 years
Asset valuation method	5-year smoothed market
Price inflation	3.00 percent
Salary increase	3.75 percent to 19.00 percent, including inflation
Investment rate of return	7.75 percent, net of pension plan investment expense, including inflation

OPEB Schedules

(1) *Changes of Assumptions*

2017: The discount rate was changed from 3.01% for the prior Measurement Date to 3.56% for the current Measurement Date.

2018: The discount rate was changed from 3.56% for the prior Measurement Date to 3.89% for the current Measurement Date.

(2) *Changes in benefit provisions*

2017 and 2018: None

- (3) *Methods and assumptions used in calculations of Actuarially Determined Contributions.* The Actuarially Determined Contributions rates, as a percentage of payroll, used to determine the Actuarially Determined Contribution amounts in the Schedule of Employer Contributions are calculated as of the most recent Valuation Date. The following actuarial methods and assumptions (from the June 30, 2017 actuarial valuation) were used to determine contribution rates reported in that schedule for the year ending June 30, 2018:

Actuarial cost method	Entry age
Amortization method	Level dollar
Amortization period	30 years, open

HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Required Supplementary Information
For the Year Ended June 30, 2019

Asset valuation method	Market Value of Assets
Price inflation	3 percent
Salary increases, including wage inflation	3.25 percent to 18.50 percent
Initial health care cost trend rates Medicare Supplement Claims Pre-Medicare	7.75 percent
Ultimate health care cost trend rates Medicare Supplement Claims Pre-Medicare	5.00 percent
Year of ultimate trend rates Medicare Supplement Claims Pre-Medicare	2023
Long-term investment rate of return, net of pension plan investment expense, including price inflation	3.56 percent

SUPPLEMENTARY INFORMATION

Hattiesburg Public School District
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2019

<i>Federal Grantor/Pass-through Grantor/Program Title</i>	<i>Federal CFDA Number</i>	<i>Pass-through Entity Identifying Number</i>	<i>Federal Expenditures(\$)</i>
<u>United States Department of Agriculture</u>			
Passed-through Mississippi Department of Education:			
Child Nutrition cluster:			
School Breakfast Program	10.553	195MS326N1099	825,660
National School Lunch Program	10.555	195MS326N1099	1,950,012
Summer Food Service Program for Children	10.559	195MS326N1099	114,119
Total Child Nutrition Cluster			2,889,791
Total passed-through Mississippi Department of Education			2,889,791
<u>Total United States Department of Agriculture</u>			<u>2,889,791</u>
<u>Social Security Administration</u>			
Passed-through Mississippi Department of Education:			
Social Security Disability Insurance	96.001	04-19-04MSD100	1,470
Total passed-through Mississippi Department of Education			1,470
<u>Total Social Security Administration</u>			<u>1,470</u>
<u>Department of Health and Human Services</u>			
Passed-through Mississippi Department of Human Services:			
Medical Assistance Program	93.778	N/A	16,257
Temporary Assistance for Needy Families (TANF) State Programs	93.558	N/A	5,142
Total passed-through Mississippi Department of Human Services			21,399
<u>Total United States Department of Health and Human Services</u>			<u>21,399</u>
<u>United States Department of Education</u>			
Passed-through Mississippi Department of Education:			
Special Education Cluster:			
Special Education Grants to States	84.027	H027A180108	1,065,162
Special Education Preschool Grants	84.173	H027A190108 H173A180013 H173A190013	51,178
Positive Behavior	84.027A	H027A180108 H027A190108	8,578
Total Special Education Cluster (IDEA)-Cluster			1,124,918
Title I Grants to Local Educational Agencies	84.010	S010A180024 S010A190024	3,065,488
Career and Technical Education -- Basic Grants to States	84.048	V048A180024	201,106
Education for Homeless Children and Youth	84.196	S196A180025 S196A190025	25,870
Rural Education	84.358	S358B180024 S358B190024	125,017
English Language Acquisition State Grants	84.365	S365A180024 S365A190024	30,865
Supporting Effective Instruction State Grants (formerly Improving Teacher Quality State Grants)	84.367	S367A180023 S367A190023	391,786
School Improvement Grants	84.377	S377A160025	129,472
Total passed-through Mississippi Department of Education			5,094,522
<u>Total United States Department of Education</u>			<u>5,094,522</u>
<u>Department of Homeland Security</u>			
Direct Funding:			
Disaster Grants-Public Assistance (Presidentially declared disasters)	97.036	N/A	8,910
<u>Total Department of Homeland Security</u>			<u>8,910</u>
<u>United States Department of Defense</u>			
Direct Funding:			
Reserve Officers' Training Corp	12.xxx	N/A	181,105
<u>Total United States Department of Defense</u>			<u>181,105</u>
<u>Total Expenditures of Federal Awards</u>			<u>\$ 8,197,197</u>

The accompanying notes are an integral part of this schedule

HATTIESBURG PUBLIC SCHOOL DISTRICT

Supplementary Information

**Schedule of Instructional, Administrative and Other Expenditures - Governmental Funds
For the Year Ended June 30, 2019**

Expenditures	Total	Instruction and Other Student Instructional Expenditures	General Administration	School Administration	Other
Salaries and fringe benefits	\$ 32,029,966	24,543,246	919,332	2,330,814	4,236,574
Other	14,546,767	4,103,461	610,160	25,591	9,807,555
Total	\$ 46,576,733	28,646,707	1,529,492	2,356,405	14,044,129
Total number of students *	3,982				
Cost per student	\$ 11,697	7,194	384	592	3,527

For purposes of this schedule, the following columnar descriptions are applicable:

Instruction and Other Student Instructional Expenditures - includes the activities dealing directly with the interaction between teachers and students. Included here are the activities of teachers, teachers aides or classroom assistants of any type.

General Administration - includes expenditures for the following functions: Support Services - General Administration and Support Services - Business.

School Administration - includes expenditures for the following function: Support Services - School Administration.

Other - includes all expenditure functions not included in Instruction or Administration Categories.

* includes the number of students reported on the ADA report submission for month 9, which is the final submission for the fiscal year

HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Supplementary Information
For the Year Ended June 30, 2019

Schedule of Expenditures of Federal Awards

(1) Basis of Presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal award activity of the Hattiesburg Public School District under programs of the federal government for the year ended June 30, 2019. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Hattiesburg Public School District, it is not intended to and does not present the financial position, changes in net position, or cash flows of the Hattiesburg Public School District.

(2) Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

(3) Indirect Cost Rate

The Hattiesburg Public School District has not elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

OTHER INFORMATION

HATTIESBURG PUBLIC SCHOOL DISTRICT

Other Information

Statement of Revenues, Expenditures and Changes in Fund Balances

General Fund

Last Four Years

UNAUDITED

	2019	2018*	2017*	2016*
Revenues:				
Local sources	\$ 18,150,570	\$ 17,476,500	\$ 17,420,685	\$ 17,486,294
Intermediate sources	-	-	-	25,000
State sources	18,702,285	18,737,418	18,302,873	18,584,904
Federal sources	390,690	129,691	98,885	85,993
Sixteenth section sources	138,723	71,921	81,129	73,350
Total Revenues	37,382,268	36,415,530	35,903,572	36,255,541
Expenditures:				
Instruction	18,424,446	18,496,350	18,250,841	21,196,608
Support services	13,756,453	12,540,111	11,845,777	14,216,082
Noninstructional services	6,266	6,710	140,010	143,433
Sixteenth section	30,273	16,282	10,649	21,325
Debt Service:				
Principal	-	-	-	99,116
Interest	36,378	37,544	74,250	19,982
Other	-	-	-	5,266
Total Expenditures	32,253,816	31,096,997	30,321,527	35,701,812
Excess (Deficiency) of Revenues over (under) Expenditures	5,128,452	5,318,533	5,582,045	553,729
Other Financing Sources (Uses):				
Bonds and notes issued	-	0	0	129,979
Insurance recovery	12,254	10,636	5,947	-
Sale of property	17,230	-	2,000	-
Operating transfers in	36,378	403,151	120,000	293,211
Operating transfers out	(742,750)	(1,160,695)	(694,683)	(736,076)
Total Other Financing Sources (Uses)	(676,888)	(746,908)	(566,736)	(312,886)
Net Change in Fund Balances	4,451,564	4,571,625	5,015,309	240,843
Fund Balances:				
Beginning of period, as previously reported	10,559,431	6,063,341	1,026,836	768,796
Prior period adjustments	-	5,959	(26,012)	83,128
Beginning of period, as restated	10,559,431	6,069,300	1,000,824	851,924
Increase (Decrease) in reserve for inventory	-	(81,494)	47,208	(65,931)
End of Period	\$ 15,010,995	\$ 10,559,431	\$ 6,063,341	\$ 1,026,836

*SOURCE - PRIOR YEAR AUDIT REPORTS

HATTIESBURG PUBLIC SCHOOL DISTRICT

Other Information

Statement of Revenues, Expenditures and Changes in Fund Balances

All Governmental Funds

Last Four Years

UNAUDITED

	2019	2018*	2017*	2016*
Revenues:				
Local sources	\$ 21,218,818	\$ 20,032,955	\$ 19,774,417	\$ 19,754,799
Intermediate sources	-	-	-	25,000
State sources	20,321,573	20,724,675	20,626,459	21,496,239
Federal sources	9,104,519	8,672,992	8,840,620	8,577,182
Sixteenth section sources	264,109	113,238	120,162	141,850
Total Revenues	50,909,019	49,543,860	49,361,658	49,995,070
Expenditures:				
Instruction	23,223,875	22,451,374	22,827,514	25,477,740
Support services	17,245,508	16,561,592	14,961,907	16,698,524
Noninstructional services	2,839,780	3,043,880	3,449,181	3,632,060
Sixteenth section	30,273	16,282	10,649	21,325
Facilities acquisition and construction	1,040,922	-	-	119,042
Debt Service:				
Principal	1,869,270	2,950,293	2,395,416	2,413,116
Interest	321,625	558,707	493,829	501,472
Other	5,480	2,250	7,550	12,336
Total Expenditures	46,576,733	45,584,378	44,146,046	48,875,615
Excess (Deficiency) of Revenues over (under) Expenditures	4,332,286	3,959,482	5,215,612	1,119,455
Other Financing Sources (Uses):				
Bonds and notes issued	22,500,000	-	-	129,979
Insurance recovery	24,053	864,047	5,947	1,986
Sale of property	17,255	-	2,000	-
Transfer In to escrow agent	546,128	566,539	584,094	373,005
Transfer to QSCB escrow agent	(546,128)	(566,539)	(584,094)	(373,005)
Operating transfers in	865,128	1,563,846	814,683	1,029,287
Operating transfers out	(865,128)	(1,563,846)	(814,683)	(1,029,287)
Total Other Financing Sources (Uses)	22,541,308	864,047	7,947	131,965
Net Change in Fund Balances	26,873,594	4,823,529	5,223,559	1,251,420
Fund Balances:				
Beginning of period, as previously reported	19,156,592	14,431,721	9,286,906	8,011,292
Prior period adjustments	-	5,959	(162,965)	83,128
Beginning of period, as restated	19,156,592	14,437,680	9,123,941	8,094,420
Increase (Decrease) in reserve for inventory	(33,489)	(104,617)	84,221	(58,934)
End of Period	\$ 45,996,697	\$ 19,156,592	\$ 14,431,721	\$ 9,286,906

*SOURCE - PRIOR YEAR AUDIT REPORTS

REPORTS ON INTERNAL CONTROL AND COMPLIANCE



HOLT & ASSOCIATES, PLLC
CERTIFIED PUBLIC ACCOUNTANTS

W. David Dill, CPA
Julie M. Uher, CPA
Kari M. Blackledge, CPA

H. I. Holt, CPA
Founder (1915-1997)

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND
ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Superintendent and School Board
Hattiesburg Public School District

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Hattiesburg Public School District as of and for the year ended June 30, 2019 and the related notes to the financial statements, which collectively comprise the Hattiesburg Public School District's basic financial statements and have issued our report thereon dated November 1, 2019.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Hattiesburg Public School District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Hattiesburg Public School District's internal control. Accordingly, we do not express an opinion on the effectiveness of the Hattiesburg Public School District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Hattiesburg Public School District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests did not disclose any instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Holt & Associates, PLLC

Laurel, MS

November 1, 2019



HOLT & ASSOCIATES, PLLC
CERTIFIED PUBLIC ACCOUNTANTS

W. David Dill, CPA
Julie M. Uher, CPA
Kari M. Blackledge, CPA

H. I. Holt, CPA
Founder (1915-1997)

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM
AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM
GUIDANCE**

Superintendent and School Board
Hattiesburg Public School District

Report on Compliance for Each Major Federal Program

We have audited Hattiesburg Public School District's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the district's major federal programs for the year ended June 30, 2019. Hattiesburg Public School District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Hattiesburg Public School District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 *U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Hattiesburg Public School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Hattiesburg Public School District's compliance.

Opinion on Each Major Federal Program

In our opinion, Hattiesburg Public School District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2019.

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Report on Internal Control Over Compliance

Management of Hattiesburg Public School District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Hattiesburg Public School District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Hattiesburg Public School District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Holt & Associates, PLLC

Laurel, MS

November 1, 2019

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH STATE LAWS AND REGULATIONS



HOLT & ASSOCIATES, PLLC
CERTIFIED PUBLIC ACCOUNTANTS

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H. I. Holt, CPA
Founder (1915-1997)

INDEPENDENT AUDITOR'S REPORT
ON COMPLIANCE WITH STATE LAWS AND REGULATIONS

Superintendent and School Board
Hattiesburg Public School District

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Hattiesburg Public School District as of and for the year ended June 30, 2019, which collectively comprise Hattiesburg Public School District's basic financial statements and have issued our report thereon dated November 1, 2019. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Section 37-9-18(3)(a), Miss. Code Ann. (1972), states in part, "the auditor shall test to insure that the school District is complying with the requirements of Section 37-61-33(3)(a)(iii), Miss. Code Ann. (1972), relating to classroom supply funds." As required by the state legal compliance audit program prescribed by the Office of the State Auditor, we have also performed procedures to test compliance with certain other state laws and regulations. However, providing an opinion on compliance with all state laws and regulations was not an objective of our audit and, accordingly, we do not express such an opinion.

The results of our procedures performed to test compliance with the requirements of Section 37-61-33(3)(a)(iii), Miss. Code Ann. (1972), disclosed no instances of noncompliance.

Section 37-9-18(3)(b), Miss. Code Ann. (1972), states in part, "the auditor shall test to insure correct and appropriate coding at the function level. The audit must include a report showing the correct and appropriate functional level expenditure codes in expenditures by the school District."

The results of our procedures performed to test compliance with the requirements of Section 37-9-18(3)(b), Miss. Code Ann. (1972), disclosed no instances of noncompliance related to incorrect or inappropriate functional level expenditure coding.

As required by the state legal compliance audit program prescribed by the Office of the State Auditor, we have also performed procedures to test compliance with certain other state laws and regulations. However, providing an opinion on compliance with all state laws and regulations was not an objective of our audit and, accordingly, we do not express such an opinion.

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The results of procedures performed to test compliance with certain other state laws and regulations and our audit of the financial statements disclosed the following immaterial instances of noncompliance with other state laws and regulations. Our finding and recommendation and your response are as follows:

Finding #1:

In accordance with Section 25-11-127 MS Code Ann. (1972), a state retiree that has been reemployed as an employee may not be paid more than allowed as noted on the Form 4B. Two employees were paid over the amount allowed by law.

Recommendation: The school District should implement a procedure to monitor and implement the proper steps to ensure that reemployed retirees are not paid over the allowance amount.

Response: The District will implement a system to notify the PERS retiree employees prior to exceeding the maximum amount for the annual period on Form 4B.

Finding #2:

In accordance with Section 29-3-57 MS Code Ann. (1972), sixteenth section lease agreements should be terminated if they have not been paid within sixty days of their renewal date.

Recommendation: The school District should implement a procedure to ensure that all sixteenth section leases are monitored for payment and terminated if they have not been properly paid.

Response: Any leases determined to be over 60 days late in payment will be presented to the school board with a recommendation to terminate the lease.

The Office of the State Auditor or a public accounting firm will review, on the subsequent year's audit engagement, the findings in this report to ensure that corrective action has been taken.

The Hattiesburg School District's responses to the findings included in this report were not audited and, accordingly, we express no opinion on them.

This report is intended solely for the information and use of the school board and management, entities with accreditation overview, and federal awarding agencies, the Office of the State Auditor and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.

Holt & Associates, PLLC

Laurel, MS

November 1, 2019

HATTIESBURG PUBLIC SCHOOL DISTRICT
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2019

Section I: Summary of Auditor's Results

Financial Statements:

- | | |
|---|---------------|
| 1. Type of auditor's report issued: | Unmodified |
| 2. Internal control over financial reporting: | |
| a. Material weakness(es) identified? (Yes/No) | No |
| b. Significant deficiency(ies) identified? (Yes/None reported) | None reported |
| 3. Noncompliance material to financial statements noted? (Yes/No) | No |

Federal Awards:

- | | |
|--|---------------|
| 4. Internal control over major programs: | |
| a. Material weakness(es) identified? (Yes/No) | No |
| b. Significant deficiency(ies) identified? (Yes/None reported) | None reported |
| 5. Type of auditor's report issued on compliance for major programs: | Unmodified |
| 6. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? (Yes/No) | No |

7. Identification of major programs:

<u>CFDA Numbers</u>	<u>Name of Federal Program or Cluster</u>
84.010	Title I Grants to Local Educational Agencies
84.027/84.027A/84.173	Special Education Cluster

- | | |
|---|-----------|
| 8. Dollar threshold used to distinguish between type A and type B programs: | \$750,000 |
| 9. Auditee qualified as low-risk auditee? (Yes/No) | No |
| 10. Prior fiscal year audit findings(s) and questioned costs relative to federal awards which would require the auditee to prepare a summary schedule of prior audit findings in accordance with 2CFR 200.511(b). | No |

HATTIESBURG PUBLIC SCHOOL DISTRICT
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2019

Section II: Financial Statement Findings

The results of our tests did not disclose any findings related to the financial statements that are required to be reported under *Government Auditing Standards*.

Section III: Federal Award Findings and Questioned Costs

The results of our tests did not disclose any findings and questioned costs related to the federal awards.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, February 4, 2020

Re: Acknowledge receipt of the Analysis of Impediments to Fair Housing Choice, completed in coordination with the Mississippi Home Corporation.
File Number: 2020-63
Minute Book #

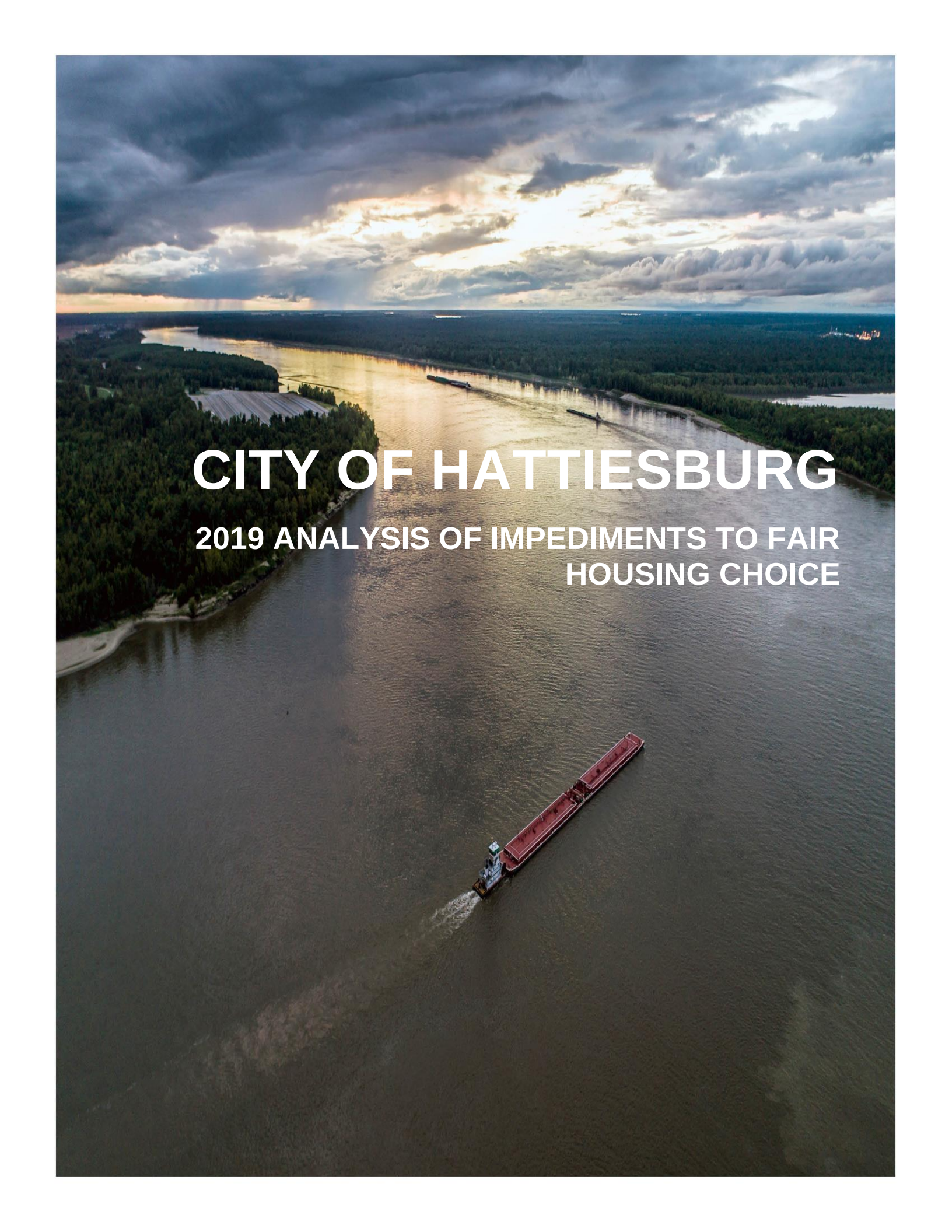
Summary

The Analysis of Impediments (A-I) is a periodic study document required by HUD, which helps to identify challenges citizens face as it relates to housing and establishes actionable steps agencies can take toward reducing or eliminating them.

Recommendation Statement

I recommend acknowledging this completed document.

Please place this on the February 4, 2020 City Council meeting for consideration.

An aerial photograph of a wide river at sunset. The sky is filled with dramatic, dark clouds with a bright orange and yellow glow from the setting sun. The sun's reflection creates a shimmering path on the water's surface. In the foreground, a tugboat with a white cabin and a red barge is moving away from the viewer, leaving a white wake. Further upstream, another barge is visible. The riverbanks are lined with dense green trees. On the left bank, there is a large, light-colored industrial building. In the distance, city lights are visible on the right bank.

CITY OF HATTIESBURG

2019 ANALYSIS OF IMPEDIMENTS TO FAIR
HOUSING CHOICE

2019 CITY OF HATTIESBURG

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE:



Prepared for:
City of Hattiesburg

Prepared by:
Western Economic Services, LLC
212 SE 18th Avenue
Portland, OR 97214
Phone: (503) 239-9091
Toll Free: (866) 937-9437
Fax: (503) 239-0236

Website: <http://www.westernes.com>

Final Report
January 16, 2020

Has Your Right to Fair Housing Been Violated?

If you feel you have experienced discrimination in the housing industry, please contact:

The United States Department of Housing and Urban Development

Address:

Office of Fair Housing and Equal Opportunity
Department of Housing and Urban Development
451 Seventh Street SW, Room 5204
Washington, DC 20410-2000

Telephone: (202) 708-1112

Toll Free: (800) 669-9777

Web Site: <http://www.HUD.gov/>

The Mississippi Center for Justice

Address (Jackson Office):

5 Old River Place
Suite 203 (39202)
P.O. Box 1023
Jackson, MS 39215-1023
Telephone: (601) 352-2269
Fax: (601) 352-4769

Address (Biloxi Office):

3 Division Street
Biloxi, MS 39530-296
Telephone: (228) 435-728
Fax: (228) 435-7285

Address (Indianola Office):

120 Court Avenue
Indianola, MS 38751
Telephone: (662) 887-6570
Fax: (662) 887-6571

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SECTION I. EXECUTIVE SUMMARY

OVERVIEW

Title VIII of the 1968 Civil Rights Act, also known as the Federal Fair Housing Act, made it illegal to discriminate in the buying, selling, or renting of housing based on a person's race, color, religion, or national origin. Sex was added as a protected class in the 1970s. In 1988, the Fair Housing Amendments Act added familial status and disability to the list, making a total of seven federally protected characteristics. Federal fair housing statutes are largely covered by the following:

1. The Fair Housing Act,
2. The Housing Amendments Act, and
3. The Americans with Disabilities Act.

The purpose of fair housing law is to protect a person's right to own, sell, purchase, or rent housing of his or her choice without fear of unlawful discrimination. The goal of fair housing law is to allow everyone equal opportunity to access housing.

ASSESSING FAIR HOUSING

Provisions to affirmatively further fair housing are long-standing components of the U.S. Department of Housing and Urban Development's (HUD's) housing and community development programs. These provisions come from Section 808(e) (5) of the federal Fair Housing Act, which requires that the Secretary of HUD administer federal housing and urban development programs in a manner that affirmatively furthers fair housing.

In 1994, HUD published a rule consolidating plans for housing and community development programs into a single planning process. This action grouped the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Emergency Shelter Grants (ESG)¹, and Housing Opportunities for Persons with AIDS (HOPWA) programs into the Consolidated Plan for Housing and Community Development, which then created a single application cycle. As a part of the consolidated planning process, and entitlement communities that receive such funds from HUD are required to submit to HUD certification that they are affirmatively furthering fair housing (AFFH). This was described in the Analysis of Impediments to Fair Housing Choice and a Fair Housing Planning Guide offering methods to conduct such a study was released in March of 1993.

In 2015, HUD released a new AFFH rule, which gave a format, a review process, and content requirements for the newly named "Assessment of Fair Housing", or AFH. The assessment would now include an evaluation of equity, the distribution of community assets, and access to opportunity within the community, particularly as it relates to concentrations of poverty among minority racial and ethnic populations. Areas of opportunity are physical places, areas within communities that provide things one needs to thrive, including quality employment, high performing schools, affordable housing, efficient public transportation, safe streets, essential services, adequate parks, and full-service grocery stores. Areas lacking opportunity, then, have the opposite of these attributes.

¹ The Emergency Shelter Grants program was renamed the Emergency Solutions Grants program in 2011.

The AFH would also include measures of segregation and integration and provide some historical context about how such concentrations became part of the community's legacy. Together, these considerations were then intended to better inform public investment decisions that would lead to amelioration or elimination of such segregation, enhancing access to opportunity, promoting equity, and hence housing choice. Equitable development requires thinking about equity impacts at the front end, prior to the investment occurring. That thinking involves analysis of economic, demographic, and market data to evaluate current issues for citizens who may have previously been marginalized from the community planning process. All this would be completed by using an on-line Assessment Tool.

However, on January 5, 2018, HUD issued a notice that extended the deadline for submission of an AFH by local government consolidated plan program participants to their next AFH submission date that falls after October 31, 2020. Then, on May 18, 2018, HUD released three notices regarding the AFFH; one eliminated the January 5, 2018, guidance; a second withdrew the on-line Assessment Tool for local government program participants; and, the third noted that the AFFH certification remains in place. HUD went on to say that the AFFH databases and the AFFH Assessment Tool guide would remain available for the AI; and, encouraged jurisdictions to use them, if so desired.

Hence, the AI process involves a thorough examination of a variety of sources related to housing, the fair housing delivery system, housing transactions, locations of public housing authorities, areas having racial and ethnic concentrations of poverty and access to opportunity. The development of an AI also includes public input, and interviews with stakeholders, public meetings to collect input from citizens and interested parties, distribution of draft reports for citizen review, and formal presentations of findings and impediments, along with actions to overcome the identified fair housing issues/impediments.

In accordance with the applicable statutes and regulations governing the Consolidated Plan, the City of Hattiesburg certifies that they will affirmatively further fair housing, by taking appropriate actions to overcome the effects of any impediments identified in the Analysis of Impediments to Fair Housing Choice, and maintaining records that reflect the analysis and actions taken in this regard.

OVERVIEW OF FINDINGS

As a result of detailed demographic, economic, and housing analysis, along with a range of activities designed to foster public involvement and feedback the City of Hattiesburg has identified a series of fair housing issues/impediments, and other contributing factors that contribute to the creation or persistence of those issues.

Table I.1, on the following page, provides a list of the contributing factors that have been identified as causing these fair housing issues/impediments and prioritizes them according to the following criteria:

1. High: Factors that have a direct and substantial impact on fair housing choice
2. Medium: Factors that have a less direct impact on fair housing choice, or that the City of Hattiesburg has limited authority to mandate change.
3. Low: Factors that have a slight or largely indirect impact on fair housing choice, or that the City of Hattisburg has limited capacity to address.

Table I.1 Contributing Factors		
Contributing Factors	Priority	Justification
Discriminatory patterns in lending	Low	Minority households tend to have higher rates of mortgage denials than white households, as seen in 2008-2016 HMDA data.
Failure to make reasonable accommodation	Low	HUD Fair Housing Complaint data suggests that failure to make reasonable accommodation was the most cited issue for complaints statewide.
Lack of access to housing for homeless and released from incarceration	Low	Public input and the homeless and vulnerable population analysis revealed that homeless, persons recently released from incarceration, and transition-age foster youth have limited access to housing option throughout the State.
Lack of access to independence for persons with disabilities	High	Public input, the Disability and Access workgroup, and the Disability and Access Analysis revealed that households with disabilities have limited access to options that increase their independence.
Lack of opportunities for persons to obtain housing in higher opportunity areas	Low	Access to higher opportunity areas is limited for many households due to income, transportation, and a variety of factors.
Moderate to high levels of segregation	Low	The dissimilarity index shows a moderate to high level of segregation for minority households.
Moderate to high concentrations of poverty	Medium	Concentrations of poverty, as demonstrated by R/ECAPs in the area, continue to be a contributing factor in accessing fair housing.
Lack of resources	Low	Lack of resources continues to be a high rated contributing factor, as noted by Stakeholder Consultation meetings and public input.
Insufficient affordable housing in a range of unit sizes	Low	The prevalence of cost burden, especially for lower income households, demonstrates the continued need for affordable housing options in a range of unit sizes.
Insufficient accessible affordable housing	Low	The Disability and Access workgroup and Disability and Access analysis, coupled with a high disability rate particularly for the elderly population, demonstrated a lack of accessible affordable housing to meet current and future demand.
Lack of fair housing structure	High	Fair housing survey results and public input indicated a lack of fair housing structure.
Insufficient fair housing education	Medium	Fair housing survey results and public input indicated a continued need for fair housing education.
Insufficient understanding of credit	Medium	Fair housing survey results and public input indicated an insufficient understanding of credit.

ADDITIONAL FINDINGS

In addition to the table above, there are several significant findings or conclusions summarized here. Black households have a moderate level of segregation. Other racial groups also have a moderate to high level of segregation, but these households represent a small proportion of the population. There are four (4) R/ECAPs in Hattiesburg currently. Black and Hispanic households have lower access to low poverty areas, school proficiency, labor market engagement, and job proximity. Publicly supported housing units tend to be located in R/ECAPs.

FAIR HOUSING ISSUES, CONTRIBUTING FACTORS, AND PROPOSED ACHIEVEMENTS

The Table I.2, on the following page, summarizes the fair housing issues/impediments and contributing factors. It includes metrics and milestones and a timeframe for achievements.

Table I.2 Fair Housing Issues, Contributing Factors, and Recommended Actions			
Fair Housing Issues/ Impediments	Contributing Factors	Recommended Actions to be Taken	Responsible Agency
Segregation	Moderate to high levels of segregation	Continue to identify institutional barriers to affordable housing options, such as density maximums and lot size requirements. Make appropriate amendments, if necessary	City of Hattiesburg
Disparities in Access to Opportunity	Discriminatory patterns in lending Discriminatory terms/conditions Lack of access to independence for persons with disabilities Lack of opportunities for persons to obtain housing in higher opportunity areas	Continue to work with the city's transit system to review the demand for and effectiveness of its paratransit service and the potential resources for other specialized services that might be of particular benefit to persons in R/ECAPs Incorporate into the city's annual Disability Awareness day a focus on mobility – both for those that have mobility challenges and for those that do not in order to increase awareness. Keep record of workshop. Continue to work with outside agencies such as the Housing Roundtable and/or Community Action Agency to identify and promote referrals to programs such as computer classes/labs, afterschool programs for youth, financial literacy, nutrition workshops, and enrichment activities	City of Hattiesburg
R/ECAPs	Moderate to high levels of segregation Moderate to high concentrations of poverty	Continue to identify institutional barriers to affordable housing options, such as density maximums and lot size requirements. Make appropriate amendments, if necessary	City of Hattiesburg
Disproportionate Housing Needs	Insufficient affordable housing in a range of unit sizes Discriminatory patterns in lending Lack of Resources	Administer 8 Rehabilitation and/or Repair projects for single-family homeowners annually as funding and Annual Action Plans allow Consider grant opportunities outside of HOME and CDBG that may enable resources to go further, and pursue as appropriate	City of Hattiesburg

Disability and Access	Insufficient accessible affordable housing	Encourage the creation of accessible units beyond the bare minimum code requirement in new and renovated housing developments	City of Hattiesburg
Fair Housing Enforcement and Outreach	Lack of fair housing structure	Promote fair housing education in conjunction with Fair Housing Month each year.	City of Hattiesburg
	Insufficient fair housing education	Promote outreach and education related to credit for prospective homebuyers.	
	Insufficient understanding of credit	Promote enhanced financial literacy through opportunities that may be afforded by partner agencies	

SECTION II. COMMUNITY PARTICIPATION PROCESS

The following section describes the community participation process undertaken for the 2019 City of Hattiesburg Analysis of Impediments to Fair Housing Choice.

A. OVERVIEW

The outreach process included the 2018 Fair Housing Survey, Fair Housing Forums, Disability and Access Workgroups, and a public review meeting.

The Fair Housing Survey was distributed as an internet outreach survey, as well as being made available as a printed version. As of today, 86 responses have been received.

A series of public input meetings were held across the State for each participating jurisdiction. A set of transcripts from City of Hattiesburg's meeting are included in the Appendix.

The Draft for Public Review AI was made available on April 22, 2019 and a 45-day public input period was initiated.

A public hearing was held during the public review period in order to gather feedback and input on the draft Analysis of Impediment. After the close of the public review period and inspection of comments received, the final report was made available to the public at the end of June, 2019.

B. FAIR HOUSING SURVEY

The purpose of the survey, a relatively qualitative component of the AI, was to gather insight into knowledge, experiences, opinions, and feelings of stakeholders and interested citizens regarding fair housing as well as to gauge the ability of informed and interested parties to understand and affirmatively further fair housing. Many individuals and organizations were invited to participate. At the date of this document, some 86 responses were received. A complete set of survey responses can be found in **Section IV.I Fair Housing Survey Results**.

C. FAIR HOUSING FORUMS

A series of public input meetings were held across the State for each participating jurisdiction. A set of transcripts from City of Hattiesburg's meeting are included in the Appendix. The City of Hattiesburg held its Fair Housing Forum on December 4 in Hattiesburg, in coordination with Hattiesburg Housing Authority and Laurel Housing Authority.

D. DISABILITY AND ACCESS WORKGROUPS

A series of four (4) Disability and Access Workgroups were held between October and December, 2018 to gather feedback on the needs of persons with disabilities and access to

housing throughout the State of Mississippi. A summary of comments are included below, and a complete set of transcripts is included in the Appendix.

- Persons with disabilities tend to congregated in urban areas in order to access public transit
- There is a lack of available accessible units, and a lack of new development of accessible units
- There is continued need for permanent supportive housing for persons with disabilities
- NIMBYism continues to be a challenge for new units, especially group homes
- There should be a mandate that all new housing development includes a percentage of accessible units
- Significant need for transportation for persons with disabilities
- There is a need for integrated services beyond just housing

E. STAKEHOLDER MEETINGS

A series of six (6) stakeholder meetings were held throughout the AI development process. Stakeholder Consultation meetings included the various participating jurisdictions across the state, providing an opportunity to give input and feedback and allow stakeholders to participate in the AI development process. In addition, a series of eight (8) progress review meetings were held to overview the AI development process and increase coordination among acting agencies.

F. PUBLIC REVIEW PERIOD

The Draft for Public Review AI was made available on April 22, 2019 and a 45-day public input period was initiated.

A public hearing was held during the public review period in order to gather feedback and input on the draft Analysis of Impediment. This meeting was held on May 23 in coordination with the Hattiesburg Housing Authority. A complete transcript of the proceedings is included in the Appendix. After the close of the public review period and inspection of comments received, the final report was made available to the public at the end of June, 2019.

SECTION III. ASSESSMENT OF PAST GOALS AND ACTIONS

An Analysis of Impediments to Fair Housing Choice for the State of Mississippi was last completed in 2015. The conclusions drawn from this report are outlined in the following narrative.

A. PAST IMPEDIMENTS AND ACTIONS

The conclusions of the 2015-2018 Analysis of Impediments are included below:

IMPEDIMENTS TO FAIR HOUSING CHOICE AND SUGGESTED ACTIONS

Private Sector Impediments, Suggested Actions, and Measurable Objectives

Impediment 1: More frequent denial of home purchase loans to black, Hispanic, and female applicants: The perception that black, Hispanic, and female applicants found it more difficult to secure a home loan was cited by a number of survey respondents. This impression was shared by participants in fair housing forum discussion, and the perception was borne out in an analysis of home loan denials in non-entitlement areas of the state. Just over 30 percent of loan applications were denied to all applicants, but when those applicants were black the denial rate climbed to 45.2 percent. Hispanic applicants were denied 34.6 percent of the time, compared to a 28.4 percent denial rate for non-Hispanic applicants. Likewise, 36.1 percent of home loan applications from female applicants were denied, while 26.6 of applications from male applicants were denied.

Action 1.1: Educate buyers through credit counseling and home purchase training

Measurable Objective 1.1: Number of outreach and education activities conducted

Impediment 2: Predatory style lending falls more heavily on black borrowers: This impediment was identified in review of home loan data collected under the Home Mortgage Disclosure Act and in results of the 2014 Fair Housing Survey. Predatory style lending refers to loans with high annual percentage rates (HALs).² While 24.7 percent of those who took out a home loan were issued a loan that was predatory in nature, the percentages of HALs to black and Hispanic borrowers were 38.7 and 27.3 percent, respectively.

Action 2.1: Educate buyers through credit counseling and home purchase training

Measurable Objective 2.1: Increase number of outreach and education activities conducted

Impediment 3: Discriminatory terms and conditions and refusal to rent: This impediment was identified through review of the results of the fair housing survey, the fair housing forum discussion in Hattiesburg, and fair housing studies profiled in the literature review. Perception of discriminatory refusal to rent was relatively common among survey respondents, who cited race as the basis for this perceived discrimination. In addition, discrimination was identified as

² See Section V for a more complete discussion of HALs.

more common in the rental industry during the fair housing forum in Hattiesburg, and national fair housing studies focus on the persistence of discrimination in the rental housing industry.

Action 3.1: Enhance testing and enforcement activities and document the outcomes of enforcement actions

Measurable Objective 3.1: Increase number of testing and enforcement activities conducted

Action 3.2: Continue to educate landlords and property management companies about fair housing law

Measurable Objective 3.2: Increase number of outreach and education activities conducted

Action 3.3: Continue to educate housing consumers in fair housing rights

Measurable Objective 3.3: Increase number of outreach and education activities conducted

Impediment 4: Failure to make reasonable accommodation or modification: Discrimination on the basis of disability was one of the most common complaints that HUD received from Mississippi from 2004 through the beginning of 2014, and the refusal on the part of housing providers to make a reasonable accommodation for residents with disabilities was a relatively common accusation. Fair housing forum discussions turned at points to the difficulties that persons with disabilities face in convincing landlords to allow reasonable modifications or in finding accessible apartments, as well as to the difficulties that those in construction and property management face in interpreting accessibility requirements. These concerns were also reflected in commentary submitted with the fair housing survey. Finally, two of the six DOJ complaints filed against Mississippi housing providers in the last five years alleged discrimination on the basis of disability.

Action 4.1: Enhance testing and enforcement activities and document the outcomes of enforcement actions

Measurable Objective 4.1: Increase number of testing and enforcement activities conducted

Action 4.2: Educate housing providers about requirements for reasonable accommodation or modification

Measurable Objective 4.2: Increase number of training sessions conducted

Action 4.3: Conduct audit testing on newly constructed residential units

Measurable Objective 4.3: Number of audit tests completed

Public Sector Impediments, Suggested Actions, and Measurable Objectives

Impediment 1: Insufficient understanding of fair housing laws: This impediment was identified through a review of the fair housing survey and the minutes taken at the four fair housing forums. Survey respondents and forum participants alike continually cited a need for more education of fair housing law and policies, as well as the types of actions that could constitute unlawful violations of the Fair Housing Act. In addition, results from the fair housing survey indicate some confusion among respondents on several matters relating to fair housing policy, including the extent of protections offered under the Fair Housing Act. Finally, nearly a quarter of fair housing survey respondents who reported their level of awareness of fair housing laws professed to know “very little” about such laws.

Action 1.1: Conduct outreach and education to the public for several perspectives related to fair housing

Measurable Objective 1.1: The number of outreach and education actions taken in regard to the value of having housing available to all income groups in the state, thereby encouraging neighborhoods to be more willing to accept assisted housing facilities

Measurable Objective 1.2: Participate in sponsorship or co-sponsorship of public meetings during April, Fair Housing Month

Measurable Objective 1.3: Request on a periodic basis fair housing complaint data from the Mississippi Center for Justice and HUD and publish this information to teach others about fair housing

Impediment 2: Insufficient fair housing testing and enforcement in non-entitlement areas of Mississippi: This impediment was identified in the results of the 2014 Fair Housing Survey. Of those who answered the survey question concerning awareness of fair housing testing, only about a fifth were aware of any such testing. Furthermore, a majority of respondents who registered their opinion on current levels of fair housing testing thought that they were insufficient.

Action 2.1: Initiate an inventory of Fair Housing Initiative Program (FHIP) grantees or prospective grantees in Mississippi

Measurable Objective 2.1: Compile the inventory

Measurable Objective 2.2: Conduct outreach and exploratory discussions with FHIP entities who might be able to perform testing and enforcement activities in the State

Action 2.2: Number of contacts made with FHIP entities

Impediment 3: Fair Housing Infrastructure largely lacking: This impediment was identified through review of the fair housing structure as well as the minutes from the Hattiesburg Fair Housing Forum. There is no state level agency that is charged with enforcing fair housing law in the state, just as there is no fair housing statute at the state level. The lack of such an agency, and the difficulties this presents for affirmatively furthering fair housing, were a dominant theme in the Hattiesburg Fair Housing Forum.

Action 3.1: Initiate an inventory of Fair Housing Initiative Program (FHIP) grantees or prospective grantees in Mississippi

Measurable Objective 3.1: Compile the inventory

Measurable Objective 3.2: Conduct outreach and exploratory discussions with FHIP entities who might be able to work in Mississippi

Action 3.2: Number of contacts made with FHIP entities

Impediment 4: Lack of understanding of the fair housing duties: Just as housing consumers are often unaware and uninformed of their rights under the Fair Housing Act, housing providers can be unaware of their responsibilities under the Act. This lack of awareness often manifests itself as an unwillingness to make reasonable accommodations for residents with disabilities, though it can appear in other actions and omissions on the part of housing providers. The

presence of this impediment was identified through review of the minutes of the fair housing forum and the results of the fair housing survey.

Action 4.1: Promote the Analysis of Impediments and Fair Housing Action Plans during Fair Housing Month in April

Measurable Objective 4.1: Actions taken to promote fair housing month and the Analysis of Impediments to Fair Housing Choice

Action 4.2: Hold quarterly meetings to promote public understanding of fair housing, affirmatively furthering fair housing, and key issues in lending

Measurable Objective 4.1: Number of meetings held

Impediment 5: Overconcentration of vouchers, assisted housing, and lower-income housing in selected areas of the State. Geographic maps prepared that show the geographic dispersion of such housing is concentrated in selected non-entitlement areas of the State. Further analysis demonstrates that there is some correlation between locations of such housing and concentrations of poverty.

Action 5.1: Add additional criteria to assisted housing location and other investment decisions

Measurable Objective 5.1: Determine the additional criteria, such as concentration of poverty or concentration of racial or ethnic minority, and incorporate this in the decision process

Measurable Objective 5.2: Evaluate the implications of redevelopment and other investments in areas with high rates of poverty and/or higher concentrations of racial and ethnic minorities

Action 5.2: Facilitate the creation of certification classes for a small set of voucher holders so that they may qualify for enhanced value vouchers, a voucher that pays slightly higher than other vouchers

Measurable Objective 5.2: Facilitate education of prospective landlords about the qualities of certified holders of Housing Choice Voucher tenants

Action 5.3: Increase voucher use in moderate income neighborhoods

Measurable Objective 5.3: Facilitate education of prospective landlords about the qualities of Housing Choice Voucher

Action 5.4: In concert with Mississippi PHAs, open dialogue with HUD concerning elements of PHA operational and program requirements that may contribute to over-concentrations of assisted units in areas with high poverty rates and high concentrations of racial and ethnic minorities

Measurable Objective 5.4: Number of attempts to open dialogue, notes and recordings of meetings, recordings and notes about which changes can effect positive change to affirmatively further fair housing

FAIR HOUSING ACTION PLAN

The Community Services Division of the Mississippi Development Authority has developed a series of action steps that will be taken to address the impediments identified in the previous section. Though the MDA will take the lead in the implementation of these policies, it plans to do so through partnerships with statewide and local agencies that include Housing Education and Economic Development (HEED) and local Public Housing Agencies (PHA), as well as local

and regional fair housing organizations. Action plan items pertaining to the private sector impediments are included in the first table, which begins on the following page. Actions designed to address public sector impediments are outlined in the second table, which begins on the following page.

Mississippi Development Authority

Community Services Division

2015-2018 FAIR HOUSING AND AFFIRMATIVELY FURTHERING FAIR HOUSING OUTREACH PLAN

Private Sector Impediments	Action Plan	Action Steps	Measurable Objective	Responsible Agency	Timeline
1. More frequent denial of home purchase loans to Black, Hispanic, and Female Applicants Goal: Increase homeownership opportunities among minorities and lower income households	1.1. Educate buyer through credit counseling and home purchase training	MDA will ensure and monitor non-profit homebuyers grantees provide counseling and training to prospective homebuyers; MDA will continue to sponsor the HEED Fair housing and Fair Lending Conference annually; and seek to identify other fair housing organizations to provide additional fair housing educational services. MDA will conduct outreach to realtors, lenders and related associations and will seek to provide homebuyer training and workshops at various time frames throughout the calendar year and increase awareness during April – Fair Housing month; MDA will provide Fair Housing outreach by utilizing newspapers of general circulation and Minority owned newspapers, electronic and social media applications. MDA will ensure that Local Units of Government and other non-profit grantees conduct fair housing activities as part of their certification to affirmatively further fair housing and program requirements.	1.1 Number of outreach and education activities conducted	MDA	All outreach activities will be conducted quarterly and/or bi- annually with an annual update of accomplishments Additional activities will be conducted as additional outreach opportunities become available.

Private Sector Impediments	Action Plan	Action Steps	Measurable Objective	Responsible Agency	Timeline
2. Predatory style lending falls more heavily on black borrowers Goal: Implement and sponsor credit repair and homebuyer training to decrease the predatory practices and disparities in lending	2.1 Educate buyers through credit counseling and home purchase training	MDA will seek to provide homebuyer training and conduct workshops in partnership with non-profit housing organizations; MDA will conduct outreach to MS Banking Associations and lenders thru non-profit homebuyer grantees and MDA coordinated trainings; Provide Fair Housing outreach newspapers of general circulation and Minority owned newspapers and electronic and social media applications;	2.1 Increase number of outreach and education activities conducted	MDA	All outreach activities will be conducted quarterly and/or bi- annually with an annual update of accomplishments Additional activities will be conducted as additional outreach opportunities become available.

Private Sector Impediments	Action Plan	Action Steps	Measurable Objective	Responsible Agency	Timeline
3. Discriminatory terms and conditions and refusal to rent Goal: Implement and sponsor fair housing education and outreach trainings and conferences and research analysis to reduce housing discrimination	3.1 Enhance testing and enforcement activities and document the outcomes of enforcement actions 3.2 Continue to educate landlords and property management companies about Fair Housing Laws 3.3 Continue to educate housing consumers in Fair Housing rights	MDA will partner with a non-profit fair housing organizations to enhance testing and enforcement activities; MDA will provide landlord tenant education information to local units of government and provide education outreach information at schedule trainings and workshops; MDA will continue to sponsor the HEED Fair housing and Fair Lending Conference annually; MDA will seek to provide homebuyer training and workshops during April – Fair Housing month and at additional trainings; Provide Fair Housing outreach in newspapers of general circulation and Minority owned newspapers and electronic and social media applications;	3.1 Increase number of testing and enforcement activities conducted 3.2 Increase number of outreach and educational activities conducted 3.3 Increase number of outreach and educational activities conducted	MDA	All outreach activities will be conducted quarterly and/or bi- annually with an annual update of accomplishments Additional activities will be conducted as additional outreach opportunities become available.

Private Sector Impediments	Action Plan	Action Steps	Measurable Objective	Responsible Agency	Timeline
4. Failure to make reasonable accommodation or modification. Goal: Increase the availability of accessible, affordable housing throughout the State	4.1 Enhance testing and enforcement activities and document outcomes of enforcement activities 4.2 Educate housing providers about requirements for reasonable accommodation or modification 4.3 Conduct audit testing on newly constructed residential units	MDA will work thru non-profit grantees in educating contractors of reasonable accommodation requirements; MDA will seek to provide 1st accessible training to grantee and at various workshop across the state; MDA will work thru a non-profit or seek ways as an agency to effectively conduct audit testing on newly constructed residential units;	4.1 Increase number of testing and enforcement activities conducted 4.2 Increase number of training sessions conducted 4.3 Number of audit tests completed	MDA	All outreach activities will be conducted quarterly and/or bi-annually with an annual update of accomplishments Additional activities will be conducted as additional outreach opportunities become available.

Mississippi Development Authority

Community Services Division

2015- 2018 FAIR HOUSING AND AFFIRMATIVELY FURTHERING FAIR HOUSING OUTREACH PLAN

Public Sector Impediments	Action Plan	Action Steps	Measurable Objective	Responsible Agency	Timeline
1. Insufficient understanding of Fair Housing Laws. Goal: Increase and enhance fair housing outreach and education efforts throughout the State	1.1 Conduct outreach and education to the public for several perspectives related to fair housing	MDA will continue to sponsor the HEED Fair housing and Fair Lending Conference annually; and seek to identify other fair housing organizations to provide additional services MDA will conduct outreach to realtors, lenders and related associations as an agency MDA will seek conduct fair housing workshops and trainings at time frames throughout the calendar year and increase awareness during April – Fair Housing month; Provide Fair Housing outreach in newspapers of general circulation and Minority owned newspapers, electronic and social media applications. Ensure Local Units of Government and other non-profit grantees conduct fair housing activities as part of their certification to affirmatively further fair housing and program requirements.	1.1 Number of outreach and education activities conducted 1.2 Sponsor and or Partner public meetings during Fair Housing Month (April) 1.3 Request and publish fair housing complaint data.	MDA	All outreach activities will be conducted quarterly and/or bi- annually with an annual update of accomplishments. Additional activities will be conducted as additional outreach opportunities become available

Public Sector Impediments	Action Plan	Action Steps	Measurable Objective	Responsible Agency	Timeline
2. Insufficient Fair Housing testing and enforcement in non-entitlement areas. Goal: Provide testing and enforcement activities in communities where discrimination has been shown to be particularly high and to determine if discriminatory practices are occurring	2.1 Identify an inventory of Fair Housing initiative Program (FHIP) grantees 2.2 Collaborate with identified FHIPs	MDA will seek to identify additional FHIPs and other non-profit agencies to partner with to conduct fair housing testing and enforcements Ensure Local Units of Government grantees conduct fair housing activities as part of their certification to affirmatively further fair housing and program requirements.	2.1 Compile the inventory 2.2 Conduct outreach and exploratory discussions with FHIP to perform testing and enforcement	MDA	All outreach activities will be conducted quarterly and/or bi- annually with an annual update of accomplishments Additional activities will be conducted as additional outreach opportunities become available
3. Fair Housing Infrastructure largely lacking. Goal: Identify Fair Housing entities and resources to provide infrastructure	3.1 Enhance testing and enforcement activities and document the outcomes of enforcement actions 3.2 Continue to educate landlords and property management companies about Fair Housing Laws 3.3 Continue to educate housing consumers in Fair Housing right	MDA will seek to identify additional FHIPs and other non-profit agencies to partner with to conduct fair housing testing and enforcements; MDA will work to partner with non-profit agencies, PHA's and local units of government to identify private and public property management companies to conduct landlord tenant education and outreach training and workshops; MDA will ensure Local Units of Government grantees conduct fair housing activities as part of their certification to affirmatively further fair housing and program requirements.	3.1 Increase number of testing and enforcement activities conducted 3.2 Increase number of outreach and educational activities conducted 3.3 Increase number of outreach and educational activities conducted	MDA	All outreach activities will be conducted quarterly and/or bi- annually with an annual update of accomplishments Additional activities will be conducted as additional outreach opportunities become available

Public Sector Impediments	Action Plan	Action Steps	Measurable Objective	Responsible Agency	Timeline
4: Lack of understanding of fair housing duties. Goal: Provide and ensure grantees, landlords, housing providers, real estate agents, property managers, lenders, housing authority staff, and non-profit housing staff with fair housing education, responsibilities, and clearly defined roles	4.1 Promote the Analysis of Impediments and Fair Housing Action Plans during Fair Housing Month (April) 4.2 Sponsor/Partner quarterly Fair Housing trainings/ meetings	MDA will promote the AI at all workshops and meeting and seek to increase the awareness of the AI during April- Fair Housing Month; MDA will work with partners to provide quarterly and annually fair housing meetings and trainings; Ensure Local Units of Government and other non-profit grantees conduct fair housing activities as part of their certification to affirmatively further fair housing and program requirements; MDA will work to partner with non-profit agencies, PHA's and grantee to identify private and public property management companies to conduct landlord tenant education and outreach training and workshops;	4.1 Activities conducted to promote Fair Housing Month and AI 4.2 Number of trainings/meetings held	MDA	All outreach activities will be conducted quarterly and/or bi- annually with an annual update of accomplishments Additional activities will be conducted as additional outreach opportunities become available
5: Overconcentration of vouchers, assisted housing, and lower-income housing in selected areas of the State Goal: Educate the public about the value of affordable housing and the importance of strategies to increase diversity in the housing market.	5.1 Add additional criteria to assisted housing locations and other investment decisions 5.2 Create certification program/classes for select voucher holders that provide a slightly higher value 5.3 Increase voucher use in moderate income neighborhoods 5.4 Collaborate with PHAs regarding voucher program guidelines and requirements	MDA will work to coordinate and facilitate outreach opportunities with PHA and HUD to discuss the action plan for these impediments.	5.1: Determine the additional criteria, such as concentration of poverty or concentration of racial or ethnic minority, and incorporate this in the decision process 5.2 Evaluate the implications of redevelopment and other investments in areas with high rates of poverty and/or higher concentrations of racial and ethnic minorities 5.3 Facilitate education of prospective landlords about the qualities of certified holders of Housing Choice Voucher tenants 5.4 Facilitate education of prospective landlords about	MDA will work as a facilitator in partnership the PHA's to address this identified impediment.	This will be an ongoing activity and schedule for the various organizations involved are determined. Additional activities will be conducted as additional outreach opportunities become available

			the qualities of Housing Choice Voucher 5.5 Number of attempts to open dialogue, notes and recordings of meetings, recordings and notes about which changes can effect positive change to affirmatively further fair housing		
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SECTION IV. FAIR HOUSING ANALYSIS

This section presents demographic, economic, and housing information. Data were used to analyze a broad range of socio-economic characteristics, including population growth, race, ethnicity, disability, employment, poverty, and housing trends; these data are also available by Census tract, and are shown in geographic maps. Ultimately, the information presented in this section illustrates the underlying conditions that shape housing market behavior and housing choice in City of Hattiesburg.

A. SOCIO-ECONOMIC OVERVIEW

DEMOGRAPHICS

Population Estimates

Table IV.1, shows the population for Hattiesburg city. As can be seen, the population in Hattiesburg city increased from 45,989 persons in 2010 to 46,377 person in 2017, or by 0.8 percent.

Several pieces of data presented in the profile are only available at the county level. A sub-set of the county level data are presented here to give a more complete view of Hattiesburg city. Although a city may span several counties, for the county level data pieces, Lamar County was selected.

Census Demographic Data

In the 1980, 1990, and 2000 decennial censuses, the Census Bureau released several tabulations in addition to the full SF1 100 percent count data including the one-in-six SF3 sample. These additional samples, such as the SF3, asked supplementary questions regarding income and household attributes that were not asked in the 100 percent count. In the 2010 decennial census, the Census Bureau did not collect additional sample data, such as the SF3, and thus many important housing and income concepts are not available in the 2010 Census.

To study these important concepts the Census Bureau distributes the American Community Survey every year to a sample of the population and quantifies the results as one-, three- and five-year averages. The one-year sample only includes responses from the year the survey was implemented, while the five-year sample includes responses over a five-year period. Since the five-year estimates include more responses, the estimates can be tabulated down to the Census tract level, and considered more robust than the one or three year sample estimates.

Table IV.1
Population Estimates
Hattiesburg city
Census Population Estimates

Year	Population	Percent Yearly Change
2000	44,957	.
2001	44,789	-0.4%
2002	44,555	-0.5%
2003	44,513	-0.1%
2004	44,426	-0.2%
2005	44,553	0.3%
2006	45,123	1.3%
2007	45,716	1.3%
2008	45,631	-0.2%
2009	45,971	0.7%
2010	45,989	0.0%
2011	46,279	0.6%
2012	46,616	0.7%
2013	46,832	0.5%
2014	46,379	-1.0%
2015	46,396	0.0%
2016	46,481	0.2%
2017	46,377	-0.2%

Population Characteristics

Table IV.2 shows population by age for the 2000 and 2010 Census. The population changed by 2.7 percent overall between 2000 and 2010. Various age cohorts changed at different rates. The elderly population, or persons aged 65 or older, changed by -6.6 percent to a total of 4,950 persons in 2010. Those aged 25 to 34 changed by 20.6 percent, and those aged under 5 changed by 12.5 percent.

Table IV.2 Population by Age Hattiesburg city 2000 & 2010 Census SF1 Data					
Age	2000 Census		2010 Census		% Change 00–10
	Population	% of Total	Population	% of Total	
Under 5	3,011	6.7%	3,387	7.4%	12.5%
5 to 19	9,338	20.9%	8,767	19.1%	-6.1%
20 to 24	8,193	18.3%	7,794	16.9%	-4.9%
25 to 34	6,721	15.0%	8,108	17.6%	20.6%
35 to 54	9,376	20.9%	9,194	20.0%	-1.9%
55 to 64	2,843	6.3%	3,789	8.2%	33.3%
65 or Older	5,297	11.8%	4,950	10.8%	-6.6%
Total	44,779	100.0%	45,989	100.0%	2.7%

The elderly population is further explored in Table IV.3. Those aged 65 to 66 changed by 6.0 percent between 2000 and 2010, resulting in a population of 515 persons. Those aged 85 or older changed by -5.0 percent during the same time period, and resulted in 857 persons over age 85 in 2010.

Table IV.3 Elderly Population by Age Hattiesburg city 2000 & 2010 Census SF1 Data					
Age	2000 Census		2010 Census		% Change 00–10
	Population	% of Total	Population	% of Total	
65 to 66	486	9.2%	515	10.4%	6.0%
67 to 69	741	14.0%	797	16.1%	7.6%
70 to 74	1,251	23.6%	1,049	21.2%	-16.1%
75 to 79	1,107	20.9%	909	18.4%	-17.9%
80 to 84	810	15.3%	823	16.6%	1.6%
85 or Older	902	17.0%	857	17.3%	-5.0%
Total	5,297	100.0%	4,950	100.0%	-6.6%

Population by race and ethnicity is shown in Table IV.4, representing 41.9 percent of the white population in 2010. The black population changed by 15.1 percent, represented 53.0 percent of the population in 2010. The American Indian and Asian populations represented 0.2 and 0.9 percent, respectively, in 2010. As for ethnicity, the Hispanic population changed by 216.8 percent between 2000 and 2010, compared to the -0.4 percent change for non-Hispanics.

Table IV.4 Population by Race and Ethnicity Hattiesburg city 2000 & 2010 Census SF1 Data					
Race	2000 Census		2010 Census		% Change 00–10
	Population	% of Total	Population	% of Total	
White	22,365	49.9%	19,266	41.9%	-13.9%
Black	21,200	47.3%	24,391	53.0%	15.1%
American Indian	68	0.2%	112	0.2%	64.7%
Asian	547	1.2%	435	0.9%	-20.5%
Native Hawaiian/ Pacific Islander	9	0.0%	28	0.1%	211.1%
Other	231	0.5%	1,129	2.5%	388.7%
Two or More Races	359	0.8%	628	1.4%	74.9%
Total	44,779	100.0%	45,989	100.0%	2.7%
Hispanic	630	1.4%	1,996	4.3%	216.8%
Non-Hispanic	44,149	98.6%	43,993	95.7%	-0.4%

Population by race and ethnicity through 2016 is shown in Table IV.5. The white population represented 43.1 percent of the population in 2016, compared with the black population accounting for 53.4 percent of the population. Hispanic households represented 2.8 percent of the population in 2016.

Table IV.5 Population by Race and Ethnicity Hattiesburg city 2010 Census & 2016 Five-Year ACS				
Race	2010 Census		2016 Five-Year ACS	
	Population	% of Total	Population	% of Total
White	19,266	41.9%	20,170	43.1%
Black	24,391	53.0%	25,010	53.4%
American Indian	112	0.2%	89	0.2%
Asian	435	0.9%	558	1.2%
Native Hawaiian/ Pacific Islander	28	0.1%	3	0.0%
Other	1,129	2.5%	229	0.5%
Two or More Races	628	1.4%	787	1.7%
Total	45,989	100.0%	46,846	100.0%
Non-Hispanic	43,993	95.7%	45,535	97.2%
Hispanic	1,996	4.3%	1,311	2.8%

The population by race is broken down further by ethnicity in Table IV.6. While the white non-Hispanic population changed by -15.6 percent between 2000 and 2010, the white Hispanic population changed by 113.4 percent. The black non-Hispanic population changed by 15.1 percent, while the black Hispanic population changed by 7.9 percent.

Table IV.6 Population by Race and Ethnicity Hattiesburg city 2000 & 2010 Census Data					
Race	2000		2010 Census		% Change 00 - 10
	Population	% of Total	Population	% of Total	
Non-Hispanic					
White	22,060	50.0%	18,615	42.3%	-15.6%
Black	21,099	47.8%	24,282	55.2%	15.1%
American Indian	64	0.1%	85	0.2%	32.8%
Asian	545	1.2%	431	1.0%	-20.9%
Native Hawaiian/ Pacific Islander	9	0.0%	18	0.0%	100.0%
Other	49	0.1%	56	0.1%	14.3%
Two or More Races	323	0.7%	506	1.2%	56.7%
Total Non-Hispanic	44,149	100.0%	43,993	100.0%	-0.4%
Hispanic					
White	305	48.4%	651	32.6%	113.4%
Black	101	16.0%	109	5.5%	7.9%
American Indian	4	0.6%	27	1.4%	575.0%
Asian	2	0.3%	4	0.2%	100.0%
Native Hawaiian/ Pacific Islander	0	0.0%	10	0.5%	inf%
Other	182	28.9%	1,073	53.8%	489.6%
Two or More Races	36	5.7%	122	6.1%	238.9%
Total Hispanic	630	100.0%	1,996	100.0%	216.8%
Total Population	44,779	100.0%	45,989	100.0%	2.7%

The change in race and ethnicity between 2010 and 2016 is shown in Table IV.7. During this time, the total non-Hispanic population was 45,535 persons in 2016. The Hispanic population was 1,311 persons.

Table IV.7 Population by Race and Ethnicity Hattiesburg city 2010 Census & 2016 Five-Year ACS				
Race	2010 Census		2016 Five-Year ACS	
	Population	% of Total	Population	% of Total
Non-Hispanic				
White	18,615	42.3%	19,184	42.1%
Black	24,282	55.2%	24,968	54.8%
American Indian	85	0.2%	89	0.2%
Asian	431	1.0%	558	1.2%
Native Hawaiian/ Pacific Islander	18	0.0%	3	0.0%
Other	56	0.1%	13	0.0%
Two or More Races	506	1.2%	720	1.6%
Total Non-Hispanic	43,993	100.0%	45,535	100.0%
Hispanic				
White	651	32.6%	986	75.2%
Black	109	5.5%	42	3.2%
American Indian	27	1.4%	0	0.0%
Asian	4	0.2%	0	0.0%
Native Hawaiian/ Pacific Islander	10	0.5%	0	0.0%
Other	1,073	53.8%	216	16.5%
Two or More Races	122	6.1%	67	5.1%
Total Hispanic	1,996	100.0	1,311	100.0%
Total Population	45,989	100.0%	46,846	100.0%

Households by type and tenure are shown in Table IV.8. Family households represented 54.2 percent of households, while non-family households accounted for 45.8 percent. These changed from 51.2 and 48.8 percent, respectively.

Table IV.8 Household Type by Tenure Hattiesburg city 2010 Census SF1 & 2016 Five-Year ACS Data				
Household Type	2010 Census		2016 Five-Year ACS	
	Households	Households	Households	% of Total
Family Households	9,464	51.2%	9,721	54.2%
Married-Couple Family	4,692	49.6%	4,533	46.6%
Owner-Occupied	3,166	67.5%	2,753	60.7%
Renter-Occupied	1,526	32.5%	1,780	39.3%
Other Family	4,772	50.4%	5,188	49.1%
Male Householder, No Spouse Present	893	18.7%	746	17.2%
Owner-Occupied	319	35.7%	241	32.3%
Renter-Occupied	574	64.3%	505	67.7%
Female Householder, No Spouse Present	3,879	81.3%	4,442	74.8%
Owner-Occupied	1,134	29.2%	1,222	27.5%
Renter-Occupied	2,745	70.8%	3,220	72.5%
Non-Family Households	9,037	48.8%	8,212	45.8%
Owner-Occupied	2,475	27.4%	2,593	31.6%
Renter-Occupied	6,562	72.6%	5,619	68.4%
Total	18,501	100.0%	17,933	100.0%

The group quarters population was 3,529 in 2010, compared to 5,136 in 2000. Institutionalized populations experienced a -41.0 percent change between 2000 and 2010. Non-Institutionalized populations experienced a -27.6 percent change during this same time period.

Table IV.9 Group Quarters Population Hattiesburg city 2000 & 2010 Census SF1 Data					
Group Quarters Type	2000 Census		2010 Census		% Change 00-10
	Population	% of Total	Population	% of Total	
Institutionalized					
Correctional Institutions	440	31.2%	338	40.6%	-23.2%
Juvenile Facilities	.	.	26	3.1%	.
Nursing Homes	601	42.7%	468	56.2%	-22.1%
Other Institutions	368	26.1%	0	0.0%	-100.0%
Total	1,409	100.0%	832	100.0%	-41.0%
Non-Institutionalized					
College Dormitories	3,440	92.3%	2,442	90.5%	-29.0%
Military Quarters	0	0.0%	0	0.0%	%
Other Non-Institutionalized	287	7.7%	255	9.5%	-11.1%
Total	3,727	100.0%	2,697	100.0%	-27.6%
Group Quarters Population	5,136	100.0%	3,529	100.0%	-31.3%

The number of foreign born persons is shown in Table IV.10. An estimated 1.0 percent of the population was born in Mexico with 0.4 percent born in India and another 0.2 percent were born in China excluding Hong Kong and Taiwan .

Table IV.10
Place of Birth for the Foreign-Born Population
 Hattiesburg city
 2016 Five-Year ACS

Number	Country	Number of Persons	Percent of Total Population
#1 country of origin	Mexico	485	1.0%
#2 country of origin	India	202	0.4%
#3 country of origin	China excluding Hong Kong and Taiwan	114	0.2%
#4 country of origin	Other Northern Africa	111	0.2%
#5 country of origin	Jamaica	101	0.2%
#6 country of origin	Honduras	83	0.2%
#7 country of origin	Japan	81	0.2%
#8 country of origin	Germany	72	0.2%
#9 country of origin	Taiwan	56	0.1%
#10 country of origin	Saudi Arabia	49	0.1%

Limited English Proficiency and the language spoken at home are shown in Table IV.11. An estimated 1.0 percent of the population speaks Spanish at home, followed by 0.2 percent speaking Chinese .

Table IV.11
Limited English Proficiency and Language Spoken at Home
 Hattiesburg city
 2016 Five-Year ACS

Number	Country	Number of Persons	Percent of Total Population
#1 LEP Language	Spanish	443	1.0%
#2 LEP Language	Chinese	97	0.2%
#3 LEP Language	Other Asian and Pacific Island languages	91	0.2%
#4 LEP Language	Other Indo-European languages	84	0.2%
#5 LEP Language	Arabic	59	0.1%
#6 LEP Language	French, Haitian, or Cajun	58	0.1%
#7 LEP Language	German or other West Germanic languages	43	0.1%
#8 LEP Language	Other and unspecified languages	37	0.1%
#9 LEP Language	Korean	8	0.0%
#10 LEP Language	Vietnamese	2	0%

Education

Education and employment data, as estimated by the 2016 ACS, is presented in Table IV.12. In 2016, some 20,616 persons were employed and 3,419 were unemployed. This totaled a labor force of 24,035 persons. The unemployment rate for Hattiesburg city was estimated to be 14.2 percent in 2016.

Table IV.12 Employment, Labor Force and Unemployment Hattiesburg city 2016 Five-Year ACS Data	
Employment Status	2016 Five-Year ACS
Employed	20,616
Unemployed	3,419
Labor Force	24,035
Unemployment Rate	14.2%

In 2016, 89.1 percent of households in Hattiesburg city had a high school education or greater.

Table IV.13 High School or Greater Education Hattiesburg city 2016 Five-Year ACS Data	
Education Level	Households
High School or Greater	15,985
Total Households	17,933
Percent High School or Above	89.1%

As seen in Table IV.14, 22.9 percent of the population had a high school diploma or equivalent, another 40.4 percent have some college, 14.3 percent have a Bachelor's Degree, and 10.8 percent of the population had a graduate or professional degree.

Table IV.14 Educational Attainment Hattiesburg city 2016 Five-Year ACS Data		
Education Level	Population	Percent
Less Than High School	4,337	11.6%
High School or Equivalent	8,598	22.9%
Some College or Associates Degree	15,157	40.4%
Bachelor's Degree	5,352	14.3%
Graduate or Professional Degree	4,061	10.8%
Total Population Above 18 years	37,505	100.0%

ECONOMICS

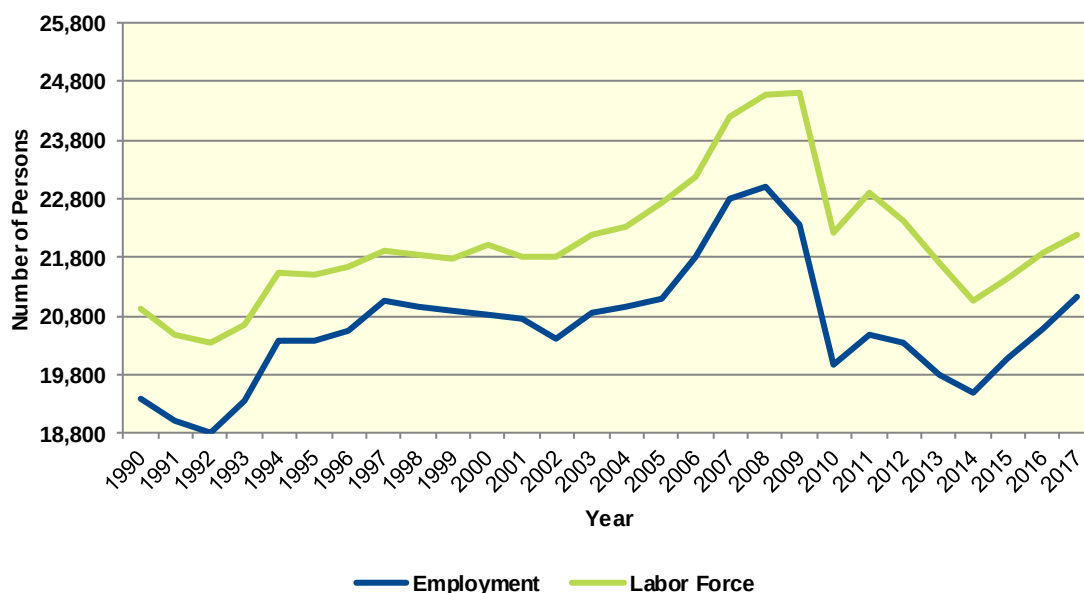
Labor Force

Table IV.15, shows the labor force statistics for Hattiesburg city from 1990 to the present. Over the entire series the lowest unemployment rate occurred in 1997 with a rate of 3.9 percent. The highest level of unemployment occurred during 2011 rising to a rate of 10.6 percent. This compared to a statewide low of 5.1 percent in 1999 and statewide high of 10.4 percent in 2010. Over the last year the unemployment rate in Hattiesburg city decreased from 5.8 percent in 2016 to 4.7 percent in 2017, which compared to a statewide decrease to 5.1 percent.

Table IV.15 Labor Force Statistics Hattiesburg city 1990 - 2017 BLS Data					
Year	Hattiesburg city				Statewide Unemployment Rate
	Unemployment	Employment	Labor Force	Unemployment Rate	
1990	1,531	19,399	20,930	7.3%	7.6%
1991	1,467	19,013	20,480	7.2%	8.5%
1992	1,537	18,818	20,355	7.6%	8.1%
1993	1,294	19,338	20,632	6.3%	6.6%
1994	1,172	20,377	21,549	5.4%	6.3%
1995	1,113	20,378	21,491	5.2%	6.2%
1996	1,070	20,557	21,627	4.9%	6.0%
1997	853	21,064	21,917	3.9%	5.7%
1998	915	20,942	21,857	4.2%	5.3%
1999	881	20,895	21,776	4.0%	5.1%
2000	1,194	20,814	22,008	5.4%	5.4%
2001	1,060	20,740	21,800	4.9%	5.5%
2002	1,406	20,420	21,826	6.4%	6.6%
2003	1,312	20,864	22,176	5.9%	6.3%
2004	1,367	20,966	22,333	6.1%	6.2%
2005	1,646	21,089	22,735	7.2%	7.5%
2006	1,370	21,812	23,182	5.9%	6.5%
2007	1,386	22,809	24,195	5.7%	6.1%
2008	1,592	22,998	24,590	6.5%	6.6%
2009	2,248	22,349	24,597	9.1%	9.5%
2010	2,251	19,963	22,214	10.1%	10.4%
2011	2,416	20,477	22,893	10.6%	10.0%
2012	2,093	20,336	22,429	9.3%	9.0%
2013	1,923	19,789	21,712	8.9%	8.5%
2014	1,590	19,477	21,067	7.5%	7.5%
2015	1,363	20,072	21,435	6.4%	6.4%
2016	1,271	20,591	21,862	5.8%	5.8%
2017	1,036	21,136	22,172	4.7%	5.1%

Diagram IV.1, shows the employment and labor force for Hattiesburg city. The difference between the two lines represents the number of unemployed persons. In the most recent year, employment stood at 21,136 persons, with the labor force reaching 22,172, indicating there were a total of 1,036 unemployed persons.

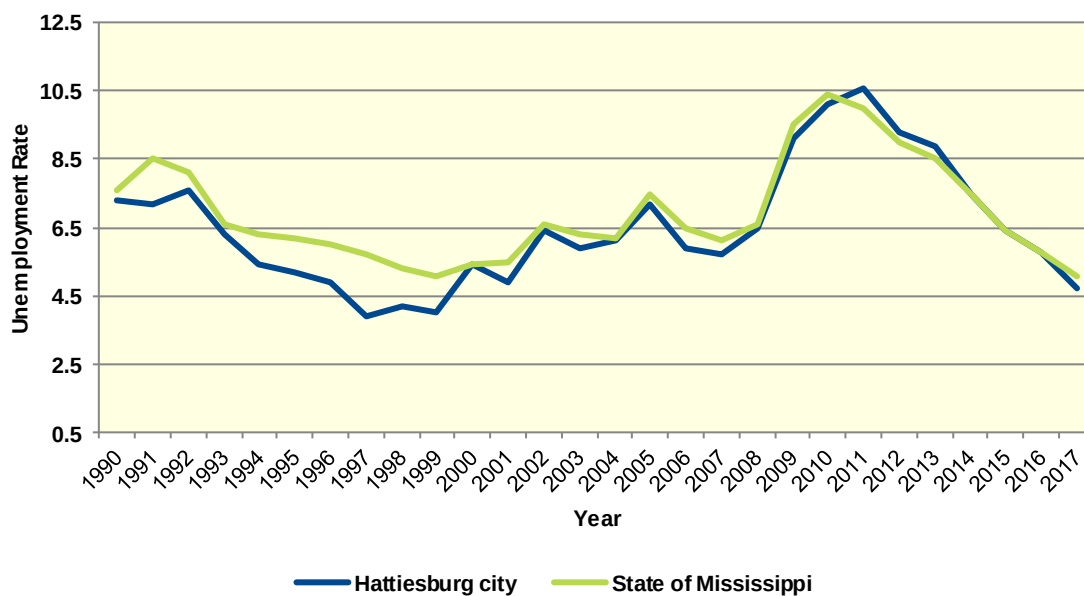
Diagram IV.1
Employment and Labor Force
 Hattiesburg city
 1990 – 2017 BLS Data



Unemployment

Diagram IV.2 shows the unemployment rate for both the State and Hattiesburg city. During the 1990's the average rate for Hattiesburg city was 5.6 percent, which compared to 6.5 percent statewide. Between 2000 and 2010 the unemployment rate had an average of 6.4 percent, which compared to 6.6 percent statewide. Since 2010 the average unemployment rate was 7.9 percent. Over the course of the entire period Hattiesburg city had an average unemployment rate lower than the state, 6.5 percent for Hattiesburg city, versus 6.9 percent statewide.

Diagram IV.2
Annual Unemployment Rate
 Hattiesburg city
 1990 – 2016 BLS Data



Lamar County Earnings

The Bureau of Economic Analysis (B.E.A.) produces regional economic accounts which provide a consistent framework for analyzing and comparing individual state and local area economies. Diagram IV.3 shows real average earnings per job for Lamar County from 1990 to 2017. Over this period the average earnings per job for Lamar County was 33,643 dollars, which was lower than the statewide average of 40,877 dollars over the same period.

Diagram IV.3
Real Average Earnings Per Job
 Lamar County
 BEA Data 1990 - 2017

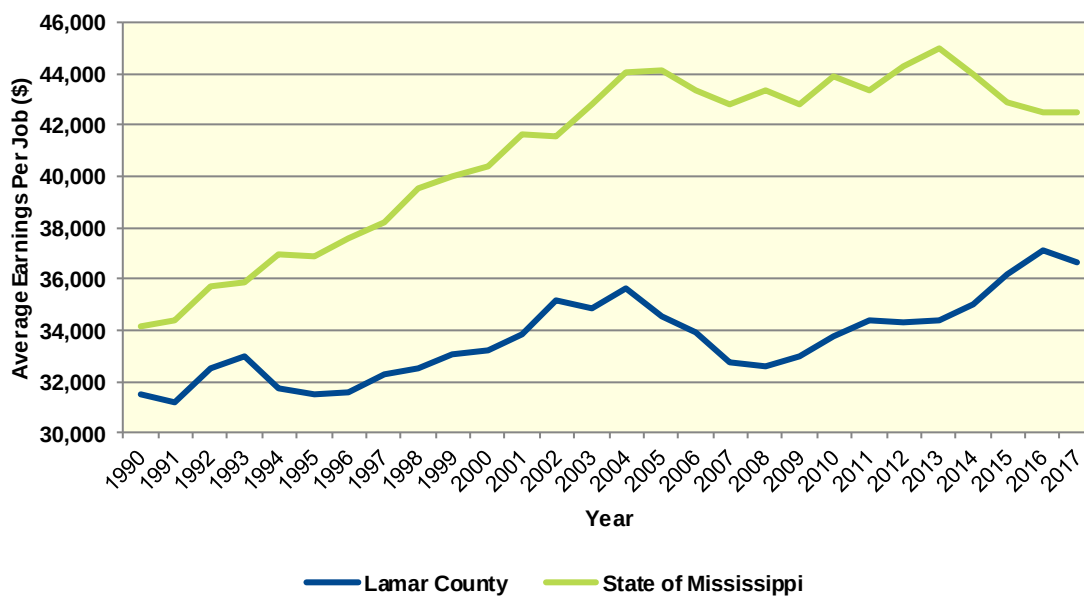
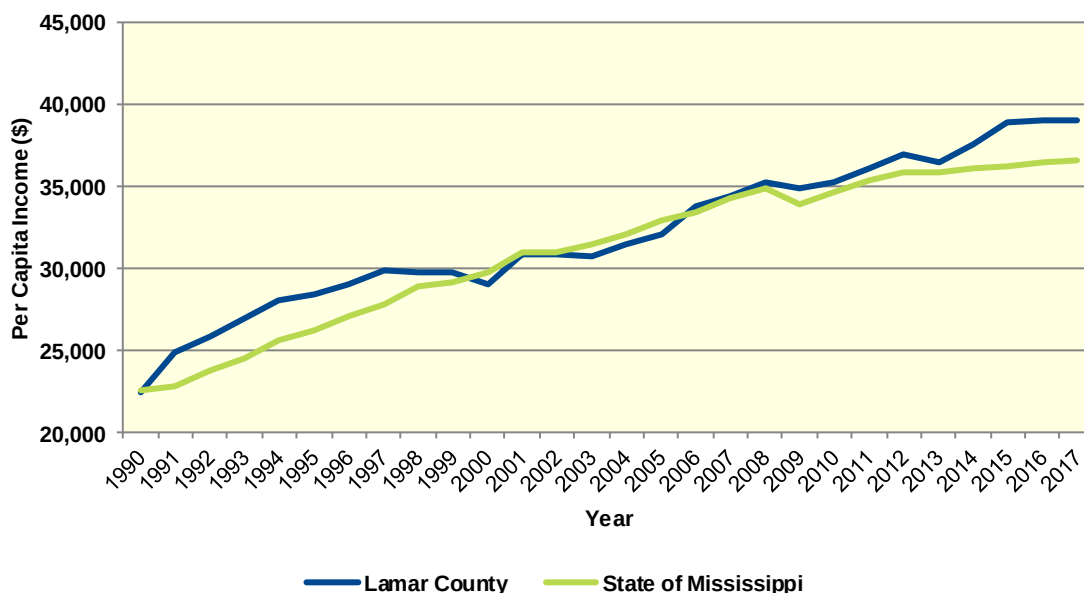


Diagram IV.4 shows real per capita income for Lamar County from 1990 to 2017, which is calculated by dividing total personal income from all sources by population. Per capita income is a broader measure of wealth than real average earnings per job, which only captures the working population. Over this period the real per capita income for Lamar County was 32,072 dollars, which was higher than the statewide average of 31,091 dollars over the same period.

Diagram IV.4
Real Per Capita Income
 Lamar County
 BEA Data 1990 - 2017



Poverty

Poverty is the condition of having insufficient resources or income. In its extreme form, poverty is a lack of basic human needs, such as adequate and healthy food, clothing, housing, water, and health services. According to the Census Bureau's Small Area Income and Poverty Estimates Program, the number of individuals in poverty increase from 9,037 in 2010 to 9,431.0 in 2017, with the poverty rate reaching 15.5 percent in 2017. This compared to a state poverty rate of 19.9 percent and a national rate of 13.4 percent in 2017. Table IV.16, presents poverty data for Lamar County.

To compare the poverty rate against more recent data, Table IV.17, shows poverty by age from the 2010 and 2016 five-year ACS data. As can be seen, the 2010 5-year ACS had a poverty rate of 31.8 percent versus 36.8 percent in the most recent 2016 data.

Table IV.16 Persons in Poverty Lamar County 2000–2017 SAIPE Estimates		
Year	Persons in Poverty	Poverty Rate
2000	5,505	13.8%
2001	5,901	14.4%
2002	5,890	14.0%
2003	5,968	13.8%
2004	6,318	14.2%
2005	5,433	12.4%
2006	5,920	12.9%
2007	5,989	12.7%
2008	7,060	14.5%
2009	7,014	14.2%
2010	9,037	16.2%
2011	9,679	17.0%
2012	9,825	17.1%
2013	9,568	16.4%
2014	8,479	14.2%
2015	9,873	16.4%
2016	7,614	12.6%
2017	9,431	15.5%

Table IV.17 Poverty by Age Hattiesburg city 2010 Five-Year ACS & 2016 Five-Year ACS Data				
Age	2010 Five-Year ACS		2016 Five-Year ACS	
	Persons in Poverty	% of Total	Persons in Poverty	% of Total
Under 6	1,886	14.0%	1,661	10.4%
6 to 17	2,276	16.9%	2,858	17.9%
18 to 64	8,795	65.5%	10,633	66.5%
65 or Older	472	3.5%	844	5.3%
Total	13,429	100.0%	15,996	100.0%
Poverty Rate	31.8%	.	36.8%	.

HOUSING

Housing Production

The Census Bureau reports building permit authorizations and “per unit” valuation of building permits annually. Single-family construction usually represents most residential development in the area. Single-family building permit authorizations in the City decreased from 69 authorizations in 2016 to 59 authorizations in 2017.

The real value of single-family building permits increased from 90,892 dollars in 2016 to 238,017 dollars in 2017. This compares to an increase in permit value statewide, with values rising from 176,345 dollars in 2017 to 177,631 dollars in 2017. Additional details are given in Table IV.18.

Table IV.18
Building Permits and Valuation
 Hattiesburg city
 Census Bureau Data, 1980–2017

Year	Authorized Construction in Permit Issuing Areas					Per Unit Valuation, (Real 2016\$)	
	Single-Family	Duplex Units	Tri- and Four-Plex	Multi-Family Units	Total Units	Single-Family Units	Multi-Family Units
1980	99	20.0	249.0	447	815	134,992	47,926
1981	53	6.0	91.0	166	316	120,375	45,183
1982	58	24.0	48.0	264	394	138,609	41,663
1983	81	16.0	107	434	638	139,775	39,192
1984	67	4.0	68.0	126	265	152,530	47,412
1985	36	0.0	16.0	168	220	150,580	44,248
1986	36	0.0	22.0	84	142	165,603	54,344
1987	31	0.0	0.0	0.0	31	169,177	0
1988	20	2.0	0.0	96	118	109,700	22,188
1989	14	2.0	0.0	40	56	79,408	42,720
1990	13	0.0	0.0	0	13	145,867	0
1991	11	0.0	0.0	0.0	11	155,627	0
1992	30	2.0	0.0	0.0	32	120,787	0
1993	50	0.0	0.0	0.0	50	116,653	0
1994	48	6.0	0.0	0	54	123,854	0
1995	42	2.0	0.0	120	164	118,964	41,409
1996	50	0.0	0.0	76	126	211,433	48,267
1997	63	0.0	4.0	38	105	168,840	34,515
1998	73	4.0	3.0	21	101	208,066	40,847
1999	75	2.0	3.0	21	101	210,376	36,775
2000	119	0.0	4.0	172	295	163,946	69,802
2001	93	0.0	12.0	108	213	118,606	51,584
2002	96	12.0	20.0	264	392	125,359	70,524
2003	83	2.0	0.0	0	85	151,107	0
2004	103	0.0	56.0	351	510	174,222	50,172
2005	94	0.0	4.0	56	154	259,881	50,146
2006	141	6.0	0.0	220	367	161,853	47,929
2007	207	10.0	48.0	776	1,041	116,692	61,060
2008	169	44.0	8.0	449	670	140,653	61,197
2009	48	0.0	4.0	6.0	58	143,649	7,561
2010	28	0.0	0.0	0.0	28	164,640	0
2011	25	12.0	0.0	0.0	37	187,156	0
2012	17	10.0	160.0	0.0	187	203,432	0
2013	39	6.0	102.0	0	147	401,836	0
2014	39	10.0	101.0	0	150	394,758	0
2015	93	0.0	0.0	85.0	178	37,550	23,653
2016	69	4.0	20.0	36.0	129	90,892	23,355
2017	59	0.0	0.0	0.0	59	238,017	23,355

Diagram IV.5
Single-Family Permits
 Hattiesburg city
 Census Bureau Data, 1980–2017

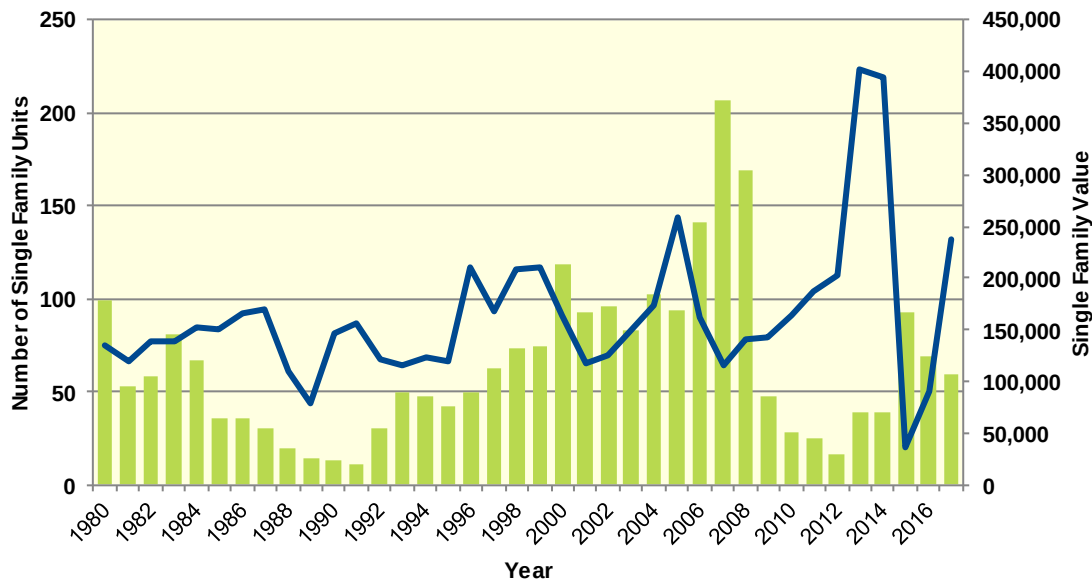
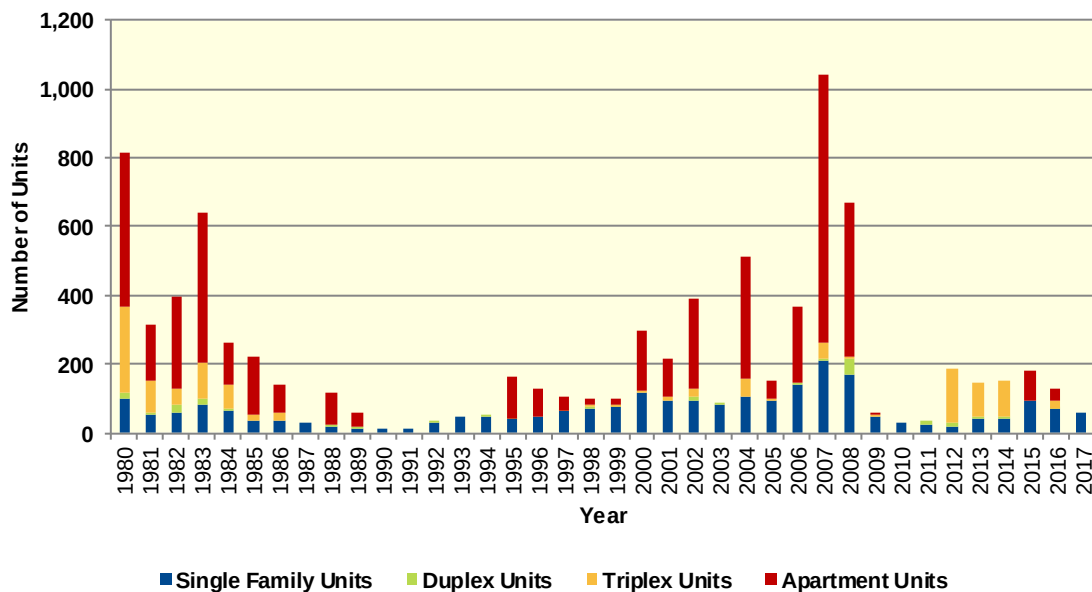


Diagram IV.6
Total Permits by Unit Type
 Hattiesburg city
 Census Bureau Data, 1980–2017



Housing Characteristics

Housing types by unit are shown in Table IV.19. In 2016, there were 21,056 housing units, up from 19,183 in 2000. Single-family units accounted for 55.0 percent of units in 2016, compared to 55.9 percent in 2000. Apartment units accounted for 32.6 percent in 2016, compared to 28.2 percent in 2000.

Table IV.19 Housing Units by Type Hattiesburg city 2000 Census SF3 & 2016 Five-Year ACS Data				
Unit Type	2000 Census		2016 Five-Year ACS	
	Units	% of Total	Units	% of Total
Single-Family	10,720	55.9%	11,586	55.0%
Duplex	861	4.5%	680	3.2%
Tri- or Four-Plex	1,763	9.2%	1,700	8.1%
Apartment	5,418	28.2%	17	32.6%
Mobile Home	412	2.1%	221	1.0%
Boat, RV, Van, Etc.	9	0.0%	8	0.0%
Total	19,183	100.0%	21,056	100.0%

In 2010, there were 20,977 housing units, compared with 21,056 in 2016. Single-family units accounted for 55.0 percent of units in 2016, compared to 52.6 percent in 2010. Apartment units accounted for 32.6 percent in 2016, compared to 31.3 percent in 2010.

Table IV.20 Housing Units by Type Hattiesburg city 2010 Five-Year ACS & 2016 Five-Year ACS Data				
Unit Type	2010 Five-Year ACS		2016 Five-Year ACS	
	Units	% of Total	Units	% of Total
Single-Family	11,030	52.6%	11,586	55.0%
Duplex	892	4.3%	680	3.2%
Tri- or Four-Plex	1,935	9.2%	1,700	8.1%
Apartment	6,558	31.3%	6,861	32.6%
Mobile Home	540	2.6%	221	1.0%
Boat, RV, Van, Etc.	22	0.1%	8	0.0%
Total	20,977	100.0%	21,056	100.0%

Some 86.5 percent of housing was occupied in 2010, compared to 89.8 percent in 2000. Owner-occupied housing changed -8.0 percent between 2000 and 2010, ending with owner-occupied units representing 38.3 percent of units. Vacant units changed by 46.7 percent, resulting in 2,880 vacant units in 2010.

Table IV.21 Housing Units by Tenure Hattiesburg city 2000 & 2010 Census SF1 Data					
Tenure	2000 Census		2010 Census		% Change 00–10
	Units	% of Total	Units	% of Total	
Occupied Housing Units	17,295	89.8%	18,501	86.5%	7.0%
Owner-Occupied	7,707	44.6%	7,094	38.3%	-8.0%
Renter-Occupied	9,588	55.4%	11,407	61.7%	19.0%
Vacant Housing Units	1,963	10.2%	2,880	13.5%	46.7%
Total Housing Units	19,258	100.0%	21,381	100.0%	11.0%

Table IV.22 shows housing units by tenure from 2010 to 2016. By 2016, there were 21,056 housing units. An estimated 38.0 percent were owner-occupied, and 14.8 percent were vacant.

Table IV.22 Housing Units by Tenure Hattiesburg city 2010 Census & 2016 Five-Year ACS Data				
Tenure	2010 Census		2016 Five-Year ACS	
	Units	% of Total	Units	% of Total
Occupied Housing Units	18,501	86.5%	17,933	85.2%
Owner-Occupied	7,094	38.3%	6,809	38.0%
Renter-Occupied	11,407	61.7%	11,124	62.0%
Vacant Housing Units	2,880	13.5%	3,123	14.8%
Total Housing Units	21,381	100.0%	21,056	100.0%

Households by household size are shown in Table IV.23. There were a total of 18,501 households in 2010, up from 17,295 in 2000. One person households changed by 10.9 percent between 2000 and 2010, while two person households changed by 0.1 percent. Three and four person households changed by 8.0 percent and 18.0 percent respectively, representing 15.7 percent and 10.2 percent of the population in 2010.

Table IV.23 Households by Household Size Hattiesburg city 2000 & 2010 Census SF1 Data					
Size	2000 Census		2010 Census		% Change 00–10
	Households	% of Total	Households	% of Total	
One Person	5,955	34.4%	6,603	35.7%	10.9%
Two Persons	5,686	32.9%	5,693	30.8%	0.1%
Three Persons	2,697	15.6%	2,912	15.7%	8.0%
Four Persons	1,595	9.2%	1,882	10.2%	18.0%
Five Persons	772	4.5%	809	4.4%	4.8%
Six Persons	373	2.2%	348	1.9%	-6.7%
Seven Persons or More	217	1.3%	254	1.4%	17.1%
Total	17,295	100.0%	18,501	100.0%	7.0%

Households by income for the 2010 and 2016 5-year ACS are shown in Table IV.24. Households earning more than 100,000 dollars per year represented 8.1 percent of households in 2016, compared to 8.4 percent in 2010. Meanwhile, households earning less than 15,000 dollars accounted for 27.6 percent of households in 2016, compared to 29.9 percent in 2000.

Table IV.24 Households by Income Hattiesburg city 2010 Five-Year ACS & 2016 Five-Year ACS Data				
Income	2010 Five-Year ACS		2016 Five-Year ACS	
	Households	% of Total	Households	% of Total
Less than \$15,000	5,450	29.9%	4,946	27.6%
\$15,000 to \$19,999	1,563	8.6%	1,537	8.6%
\$20,000 to \$24,999	1,410	7.7%	1,271	7.1%
\$25,000 to \$34,999	2,278	12.5%	2,110	11.8%
\$35,000 to \$49,999	2,646	14.5%	2,217	12.4%
\$50,000 to \$74,999	2,002	11.0%	2,835	15.8%
\$75,000 to \$99,999	1,351	7.4%	1,557	8.7%
\$100,000 or More	1,535	8.4%	1,460	8.1%
Total	18,235	100.0%	17,933	100.0%

Table IV.25, shows households by year home built for the 2010 and 2016 5-year ACS data. Housing units built between 2000 and 2009, account for 17.5 percent in 2010 and 15.5 percent of households. Housing units built prior to 1939 represented 9.0 percent of households in 2016 and 8.5 percent of households in 2010.

Table IV.25 Households by Year Home Built Hattiesburg city 2010 Five-Year ACS & 2016 Five-Year ACS Data				
Year Built	2010 Five-Year ACS		2016 Five-Year ACS	
	Households	% of Total	Households	% of Total
1939 or Earlier	1,559	8.5%	1,612	9.0%
1940 to 1949	1,064	5.8%	1,249	7.0%
1950 to 1959	2,086	11.4%	1,771	9.9%
1960 to 1969	3,502	19.2%	2,502	14.0%
1970 to 1979	3,326	18.2%	3,306	18.4%
1980 to 1989	2,197	12.0%	1,813	10.1%
1990 to 1999	1,678	9.2%	2,144	12.0%
2000 to 2009	2,823	15.5%	3,132	17.5%
2010 or Later			404	2.3%
Total	18,235	100.0%	17,933	100.0%

The distribution of unit types by race are shown in Table IV.26. An estimated 65.3 percent of white households occupy single-family homes, while 51.2 percent of black households occupy single-family homes. Some 27.2 percent of white households occupy apartments, while 34.0 percent of black households occupy apartments. An estimated 17.4 percent of Asian, and 0.0 percent of American Indian households occupy single-family homes.

Table IV.26
Distribution of Units in Structure by Race
 Hattiesburg city
 2016 Five-Year ACS Data

Unit Type	White	Black	American Indian	Asian	Native Hawaiian/ Pacific Islanders	Other	Two or More Races
Single-Family	65.3%	51.2%	0.0%	17.4%	100.0%	33.7%	44.5%
Duplex	3.1%	2.3%	0.0%	0.0%	0.0%	0.0%	21.8%
Tri- or Four-Plex	3.7%	11.0%	0.0%	0.0%	0.0%	3.1%	0.0%
Apartment	27.2%	34.0%	100.0%	82.6%	0.0%	34.7%	31.5%
Mobile Home	0.7%	1.5%	0.0%	0.0%	0.0%	28.6%	2.3%
Boat, RV, Van, Etc.	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

The disposition of vacant housing units in 2000 and 2010 are shown in Table IV.27. An estimated 50.6 percent of vacant units were for rent in 2010, a 38.0 percent change since 2000. In addition, some 8.8 percent of vacant units were for sale, a change of 35.3 percent between 2000 and 2010. "Other" vacant units represented 26.6 percent of vacant units in 2010. This is a change of 43.6 percent since 2000. "Other" vacant units are not for sale or rent, or otherwise available to the marketplace. These units may be problematic if concentrated in certain areas, and may create a "blighting" effect.

Table IV.27
Disposition of Vacant Housing Units
 Hattiesburg city
 2000 & 2010 Census SF1 Data

Disposition	2000 Census		2010 Census		% Change 00-10
	Units	% of Total	Units	% of Total	
For Rent	1,056	53.8%	1,457	50.6%	38.0%
For Sale	187	9.5%	253	8.8%	35.3%
Rented or Sold, Not Occupied	92	4.7%	90	3.1%	-2.2%
For Seasonal, Recreational, or Occasional Use	94	4.8%	307	10.7%	226.6%
For Migrant Workers	0	0.0%	6	0.2%	inf%
Other Vacant	534	27.2%	767	26.6%	43.6%
Total	1,963	100.0%	2,880	100.0%	46.7%

The disposition of vacant units between 2010 and 2016 are shown in Table IV.28. By 2016, for rent units accounted for 42.1 percent of vacant units, while for sale units accounted for 3.9 percent. "Other" vacant units accounted for 49.5 percent of vacant units, representing a total of 1,547 "other" vacant units.

Table IV.28
Disposition of Vacant Housing Units
 Hattiesburg city
 2010 Census & 2016 Five-Year ACS Data

Disposition	2010 Census		2016 Five-Year ACS	
	Units	% of Total	Units	% of Total
For Rent	1,457	50.6%	1,314	42.1%
For Sale	253	8.8%	123	3.9%
Rented Not Occupied	42	1.5%	85	2.7%
Sold Not Occupied	48	1.7%	19	0.6%
For Seasonal, Recreational, or Occasional Use	307	10.7%	35	1.1%
For Migrant Workers	6	0.2%	0	0.0%
Other Vacant	767	26.6%	1,547	49.5%
Total	2,880	100.0%	3,123	100.0%

B. HOMELESSNESS AND VULNERABLE POPULATIONS

The following narrative describes the various at-need populations at the statewide level. These populations include persons that are homeless, persons recently released from incarceration, and foster care youth. Much of these data are only available at the statewide level, and are presented in the following narrative.

Homelessness

As of the 2018 Point-in-Time count, Mississippi had a total homeless population of 1,352 persons, representing 1,013 individual households. Of these 1,352 persons, 404 were in emergency shelters, 327 were in transitional housing, and another 621 were unsheltered at the time of the count.

Table IV.29 Total Homeless Persons State of Mississippi Point-in-Time Count Mississippi CoC				
Persons	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Total Number of Persons	404	327	621	1,352
Total Number of Households	308	245	460	1,013

Persons in households with at least one adult and one child accounted for 328 of Mississippi's homeless population, representing 112 households. Of these people, 198 were children under the age of 18.

Table IV.30 Persons in Households with at least one Adult and one Child State of Mississippi Point-in-Time Count Mississippi CoC				
Persons	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Number of Persons (under age 18)	83	82	33	198
Number of Persons (18 - 24)	13	3	6	22
Number of Persons (over age 24)	47	42	19	108
Total Number of persons (Adults & Children)	143	127	58	328
Total Number of Households	50	45	17	112

At the time of the count, there were 8 persons in households with only children, 7 in emergency shelters and 1 unsheltered.

Table IV.31 Persons in Households with only Children State of Mississippi Point-in-Time Count Mississippi CoC				
Persons	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Total Number of children (under age 18)	7	0	1	8
Total Number of Households	7	0	1	8

Persons in households without children accounted for 1,016 of Mississippi's homeless, representing 893 households. 929 of these individuals were over the age of 24, and over half of that population, 506 persons, was unsheltered.

Table IV.32 Persons in Households without Children State of Mississippi Point-in-Time Count Mississippi CoC				
Persons	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Number of Persons (18 - 24)	27	4	6	43
Number of Persons (over age 24)	227	196	506	929
Total Number of persons (Adults)	254	200	562	1,016
Total Number of Households	251	200	442	893

Table IV.33 Demographic Summary by Race and Ethnicity State of Mississippi Point-in-Time Count Mississippi CoC				
Race	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Black or African-American	221	146	296	663
White	161	169	280	610
Asian	4	3	5	12
American Indian or Alaska Native	0	1	8	9
Native Hawaiian or Other Pacific Islander	0	0	5	5
Multiple Races	18	8	27	53
Total Number of persons (Adults & Children)	404	327	621	1,352
Hispanic/Latino	13	12	18	43
Non-Hispanic / Non-Latino	391	315	603	1,309

At the time of the count, there were 19 homeless parenting youth, between the ages of 18 and 24. These 19 persons had a total of 20 children in their care.

Table IV.34 Homeless Parenting Youth State of Mississippi Point-in-Time Count Mississippi CoC				
Persons	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Parenting Youth Under 18	0	0	0	0
Parenting Youth 18-24	13	3	3	19
Total Number of Parenting Youth	13	3	3	19
Children of Parenting Youth	13	4	3	20

There were 87 unaccompanied youth at the time of the Point-in-Time count, 52 of whom were unsheltered, with 4 in transitional housing and the remaining 31 in emergency shelters. Only 1 unaccompanied youth under the age of 18 was unsheltered.

Table IV.35 Unaccompanied Youth State of Mississippi Point-in-Time Count Mississippi CoC				
Persons	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Unaccompanied Youth Under 18	7	0	1	8
Unaccompanied Youth 18-24	24	4	51	79
Total Number of Persons	31	4	52	87

During the Point-in-Time count, subpopulations of Mississippi's homeless population are identified. 218 of the homeless counted were severely mentally ill, with 141 of those persons unsheltered. 201 homeless persons suffered from chronic substance abuse. At the time of the count, there were 102 homeless veterans in Mississippi, only 37 of whom were in some form of shelter, another 65 homeless veterans were unsheltered. Only 3 homeless persons with HIV/AIDS were unsheltered, with 24 in transitional housing and 8 in emergency shelters. Of the 183 homeless victims of domestic violence, 122 were in emergency shelters, while 42 were in transitional housing and another 19 were unsheltered at the time of the count.

Table IV.36 Summary of all other populations reported State of Mississippi Point-in-Time Count Mississippi CoC				
Persons (Adults and Children)	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Severely Mentally Ill	50	27	141	218
Chronic Substance Abuse	48	35	118	201
Veterans	10	27	65	102
HIV/AIDS	8	24	3	35
Victims of Domestic Violence	122	42	19	183

Table IV.37, on the following page, shows the yearly counts of homeless veterans in Mississippi. Homelessness of veterans is down since 2012, with 2014 and 2018 being the only years of growth in the past seven years. Homeless veterans hit a low in 2017 at 57 individuals, but have nearly doubled since then to 102 in 2018. Despite this, the 2018 homeless veteran population in Mississippi is still under half of 2012.

Table IV.37 Homeless Veterans by Year State of Mississippi Point-in-Time Count Mississippi CoC 2012-2018						
Year	Sheltered			Unsheltered	Total	Percent Change
	Emergency	Transitional	Total			
2012	.	.	71	173	244	.
2013	.	.	129	81	210	-13.93%
2014	64	157	221	58	279	32.86%
2015	33	54	87	119	206	-26.16%
2016	25	33	58	86	144	-30.10%
2017	11	28	39	18	57	-60.42%
2018	10	27	37	65	102	78.95%

Persons Released from Incarceration

According to the Bureau of Justice Statistics, in 2016 Mississippi had 18,666 sentenced prisoners under the jurisdiction of state or federal correctional authorities.

Table IV.38 Prisoners under jurisdiction of state or federal correctional authorities State of Mississippi BJS 2015-2016									
Persons	2015			2016			Percent Change		
	Total	Male	Female	Total	Male	Female	Total	Male	Female
Mississippi	18,911	17,595	1,316	19,192	17,823	1,369	1.5%	1.3%	4.0%
U.S. Total	1,526,603	1,415,112	111,491	1,506,757	1,395,141	111,616	-1.3%	-1.4%	0.1%

Table IV.39 Sentenced prisoners under jurisdiction of state or federal correctional authorities State of Mississippi BJS 2015-2016									
Persons	2015			2016			Percent Change		
	Total	Male	Female	Total	Male	Female	Total	Male	Female
Mississippi	18,236	17,032	1,204	18,666	17,397	1,269	2.4%	2.1%	5.4%
U.S. Total	1,476,847	1,371,879	104,968	1,459,533	1,353,850	106,683	-1.2%	-1.3%	0.7%

In 2016 Mississippi released 7,080 of these prisoners, 6,443 of whom were released unconditionally. According to a 2015 study by the Mississippi Department of Corrections, there is a 35.9 percent recidivism rate for released prisoners. An estimated 17.6 percent of released prisoners in Mississippi will return to prison within the first year after release. Of the 7,080 prisoners released in 2016, it is expected that 2,541 will return to prison, 1,246 of them within the first year.

Table IV.40
Admitted and released prisoners under jurisdiction
of state or federal correctional authorities

State of Mississippi
 BJS 2015-2016

Persons	Admissions			Releases				
	2015 Total	2016 Total	% Change	2015 Total	2016 Total	% Change	2016 unconditional	2016 conditional
Mississippi	6,461	7,501	16.2%	6,104	7,080	16.0%	566	6,443
U.S. Total	608,318	606,000	-0.4%	641,027	626,024	-2.3%	168,752	426,755

Transition-Age Youth in Foster Care

According to the Child Welfare Financing Survey, in 2015 Mississippi had 1,062 transition – age youth (16-21) in foster care. 81 youth were emancipated or aged-out of the foster care system in Mississippi in 2015.

Table IV.41
Transition-age youth in foster care

State of Mississippi
 Child Welfare Financing Survey

Year	16 Yr Olds	17 Yr Olds	18 Yr Olds	19 Yr Olds	20-21 yr Olds	Total # of youth
2011	313	391	257	101	56	1,118
2012	331	287	298	121	66	1,103
2013	293	314	230	125	84	1,045
2014	357	325	238	97	76	1,083
2015	340	329	244	74	74	1,062

Of the 1,062 transition-age youth in foster care, 29 percent had been in foster care for 3 or more years, and 23 percent had exited and re-entered foster care. The median age of entry into foster care for these transition-age youth is 15 years old.

Table IV.42
Number of placements for transition-age youth

State of Mississippi
 Child Welfare Financing Survey

Number of Placements	1 or 2	3 or 4	5 or more
Mississippi	36%	24%	41%
U.S.	45%	21%	33%

In the foster care system, a placement is considered any place the child has lived, excluding trial home visits. In Mississippi, transition-age youth tend to have more placements during their time in foster care than the U.S. average. 36 percent had only one or two placements, below the U.S. average of 45 percent, while 24 percent had three or four placements, and 41 percent of transition-age youth in Mississippi had 5 or more placements, which is above the U.S. average of 33 percent.

The National Youth in Transition Database issues a survey and follow up surveys to cohorts of youth at ages 17, 19, and 21 as they transition out of the foster care system.³ In 2017 the survey found that by the age of 17, 17 percent of foster care youth had experienced homelessness at some point in their life. In addition, by the age of 19, 20 percent of those same youth reported experiencing homelessness at some point in the past two years. The survey also found that at age 17, 33 percent of transition-age youth had been incarcerated at some point in their life, and by age 19, 20 percent had been incarcerated in the past two years.

³ <https://www.acf.hhs.gov/cb/research-data-technology/reporting-systems/nytd>

C. SEGREGATION AND INTEGRATION

The “dissimilarity index” provides a quantitative measure of segregation in an area, based on the demographic composition of smaller geographic units within that area. One way of understanding the index is that it indicates how evenly two demographic groups are distributed throughout an area: if the composition of both groups in each geographic unit (e.g., Census tract) is the same as in the area as a whole (e.g., city), then the dissimilarity index score for that city will be 0. By contrast; and again using Census tracts as an example; if one population is clustered entirely within one Census tract, the dissimilarity index score for the city will be 1. The higher the dissimilarity index value, the higher the level of segregation in an area.

A Technical Note on the Dissimilarity Index Methodology

The dissimilarity indices included in this study were calculated from data provided by the Census Bureau according to the following formula:

$$D_j^{WB} = 100 * \frac{1}{2} \sum_{i=1}^N \left| \frac{W_i}{W_j} - \frac{B_i}{B_j} \right|$$

Where i indexes a geographic unit, j is the j th jurisdiction, W is group one and B is group two, and N is the number of geographic units, starting with i , in jurisdiction j .⁴

This is the formula that HUD uses to calculate dissimilarity index values. In most respects (including the use of tract-level data available through the Brown Longitudinal Tract Database), the methodology employed in this study exactly duplicates HUD’s methodology for calculating the index of dissimilarity.

The principle exception was the decision to use Census tract-level data to calculate dissimilarity index values through 2010. While HUD uses tract level data in 1990 and 2000, HUD uses block group-level data in 2010. The decision to use tract-level data in all years included in this study was motivated by the fact that the dissimilarity index is sensitive to the geographic base unit from which it is calculated. Concretely, use of smaller geographic units produces dissimilarity index values that tend to be higher than those calculated from larger geographic units.⁵

As a general rule, HUD considers the thresholds appearing in Table IV.43 to indicate low, moderate, and high levels of segregation:

⁴ Affirmatively Furthering Fair Housing Data Documentation. HUD. December 2015.

⁵ Wong, David S. “Spatial Decomposition of Segregation Indices: A Framework Toward Measuring Segregation at Multiple Levels.” *Geographical Analyses*, 35:3. The Ohio State University. July 2003. P. 179.

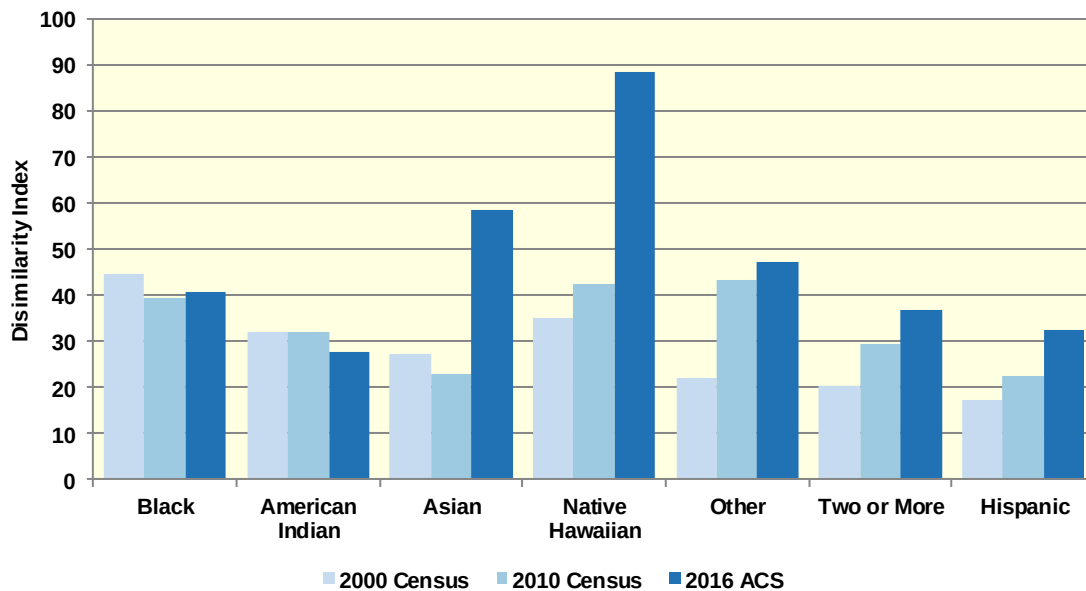
Table IV.43 Interpreting the dissimilarity index		
Measure	Values	Description
Dissimilarity Index [range 0-100]	<40	Low Segregation
	40-54	Moderate Segregation
	>55	High Segregation

Segregation Levels

Diagram IV.7 shows the dissimilarity index by racial type in 2000, 2010, and 2016. Any racial or ethnic group with a dissimilarity index rating between 40 and 54 has a moderate level of segregation. Any racial or ethnic group with a dissimilarity index rating 55 or above has a high level of segregation.

Diagram IV.7
Dissimilarity Index

Hattiesburg city



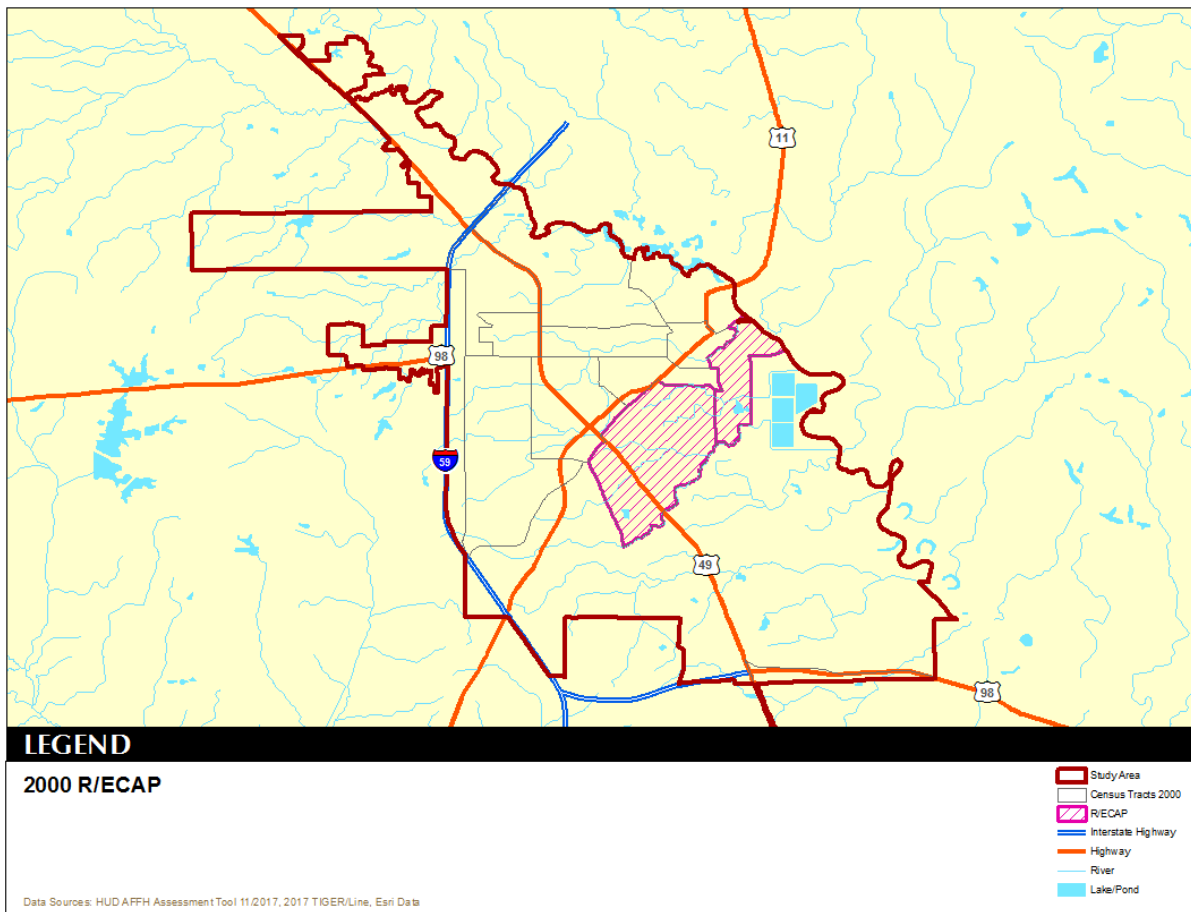
D. RACIALLY AND ETHNICALLY CONCENTRATED AREAS OF POVERTY

Racially or ethnically concentrated areas of poverty (R/ECAPs) are Census tracts with relatively high concentrations of non-white residents living in poverty. Formally, an area is designated an R/ECAP if two conditions are satisfied: first, the non-white population, whether Hispanic or non-Hispanic, must account for at least 50 percent of the Census tract population. Second, the poverty rate in that Census must exceed a certain threshold, at 40 percent.

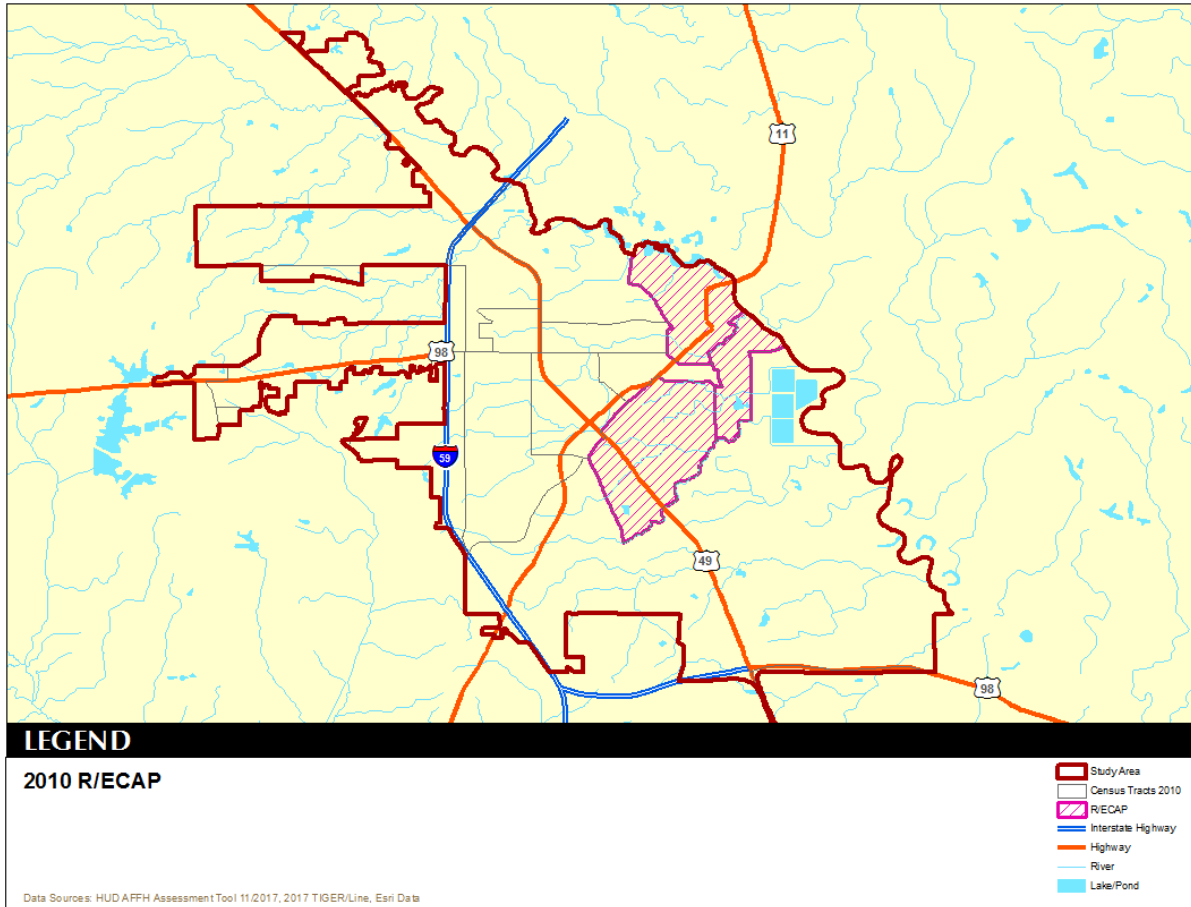
R/ECAPs over Time

The change in R/CAPs in Hattiesburg city are shown in the following three maps. Map IV.1 shows the R/CAPs in 2000. Map IV.2 shows the R/ECAPs in Hattiesburg city in 2010, and Map IV.3 shows the R/CAPs in 2016.

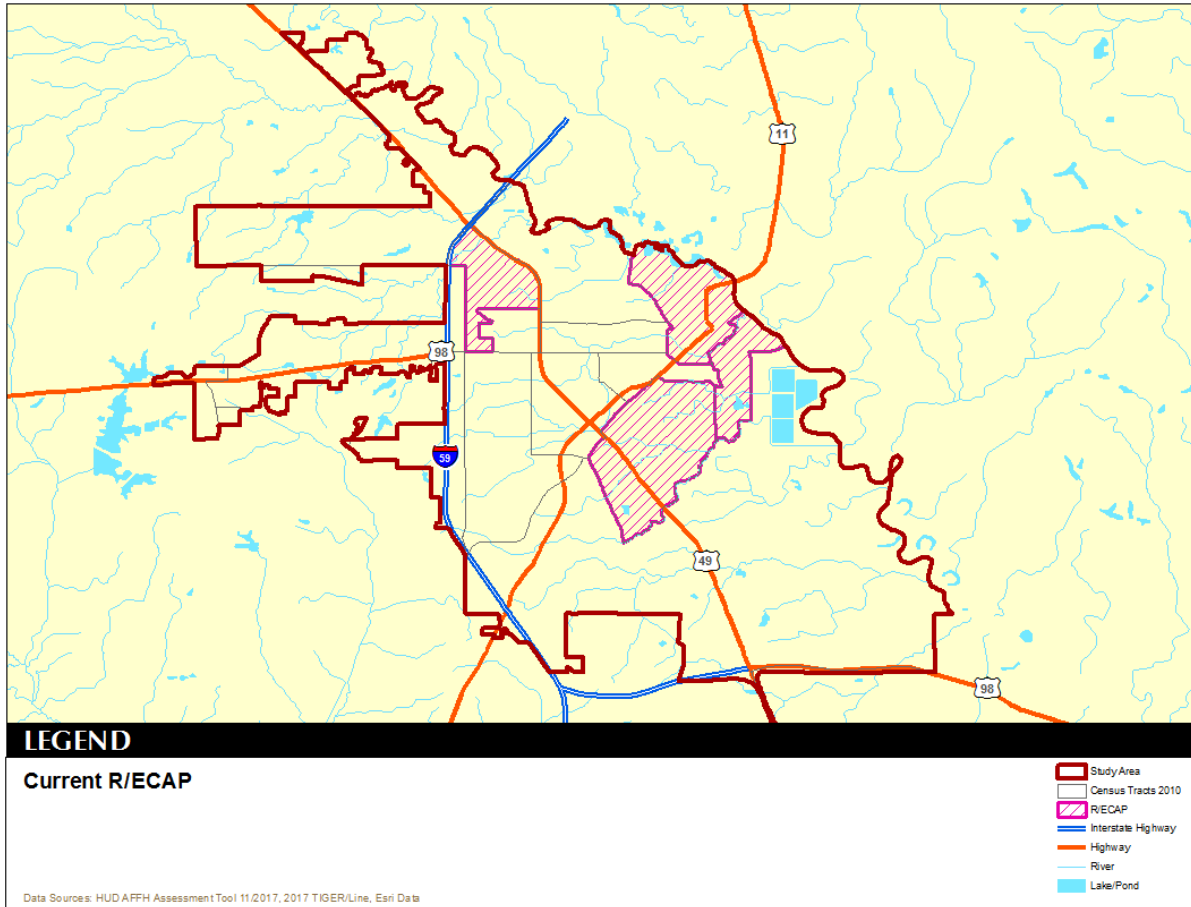
Map IV.1
R/ECAP 2000 Census
 Hattiesburg city
 AFFH Data



Map IV.2
R/ECAP 2010 Census
 Hattiesburg city
 AFFH Data



Map IV.3
R/ECAP 2016 ACS
 Hattiesburg city
 AFFH Data



E. DISPARITIES IN ACCESS TO OPPORTUNITY

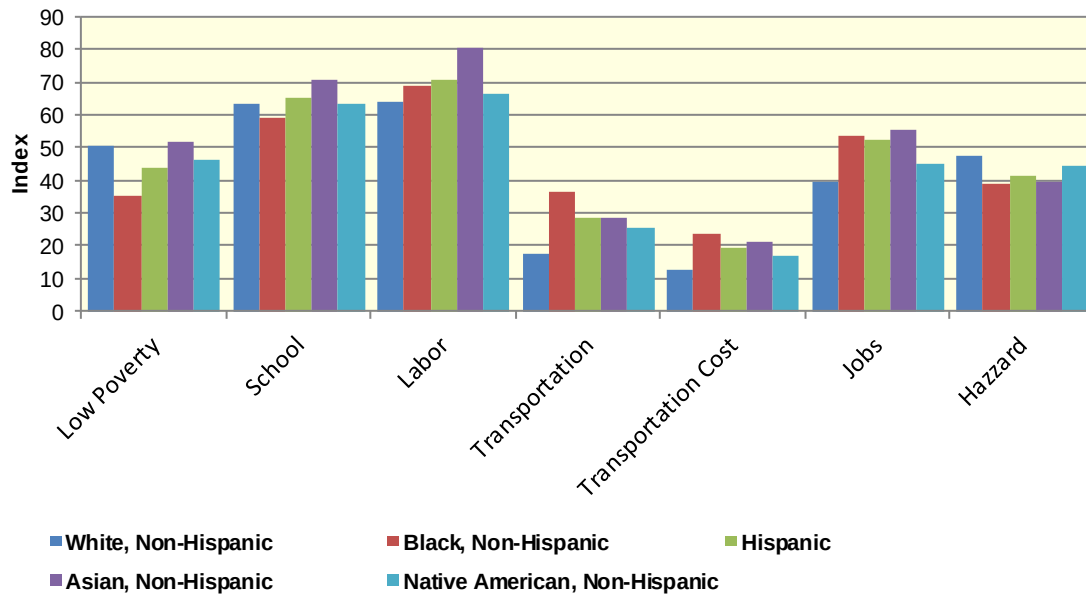
Areas of opportunity are physical places, areas within communities that provide things one needs to thrive, including quality employment, well performing schools, affordable housing, efficient public transportation, safe streets, essential services, adequate parks, and full-service grocery stores. Areas lacking opportunity, then, have the opposite of these attributes. Disparities in access to opportunity inspects whether a select group, or certain groups, have lower or higher levels of access to these community assets. HUD expresses several of these community assets through the use of an index value, with 100 representing total access by all members of the community, and zero representing no access.

The HUD opportunity indices are access to Low Poverty areas; access to School Proficiency; characterization of the Labor Market Engagement; residence in relation to Jobs Proximity; Low Transportation Costs; Transit Trips Index; and a characterization of where you live by an Environmental Health indicator. For each of these a more formal definition is as follows:

- Low Poverty – A measure of the degree of poverty in a neighborhood, at the Census Tract level.
- School Proficiency - School-level data on the performance of 4th grade students on state exams to describe which neighborhoods have high-performing elementary schools nearby and which are near lower performing schools.
- Jobs Proximity - Quantifies the accessibility of a given residential neighborhood as a function of its distance to all job locations within a Core Based Statistical Area (CBSA)
- Labor Market Engagement - Provides a summary description of the relative intensity of labor market engagement and human capital in a neighborhood
- Low Transportation Cost – Estimates of transportation costs for a family that meets the following description: a 3-person single-parent family with income at 50% of the median income for renters for the region
- Transit Trips - Trips taken by a family that meets the following description: a 3-person single-parent family with income at 50% of the median income for renters
- Environmental Health - summarizes potential exposure to harmful toxins at a neighborhood level

All the indices are presented in Diagram IV.8. The disparities in access to opportunity are shown in the differences between the various racial and ethnic groups in the diagram. For example, if white households have a distinctly higher index rating than black households then black households have a disproportionate access.

Diagram IV.8
Access to Opportunity
 Lamar County

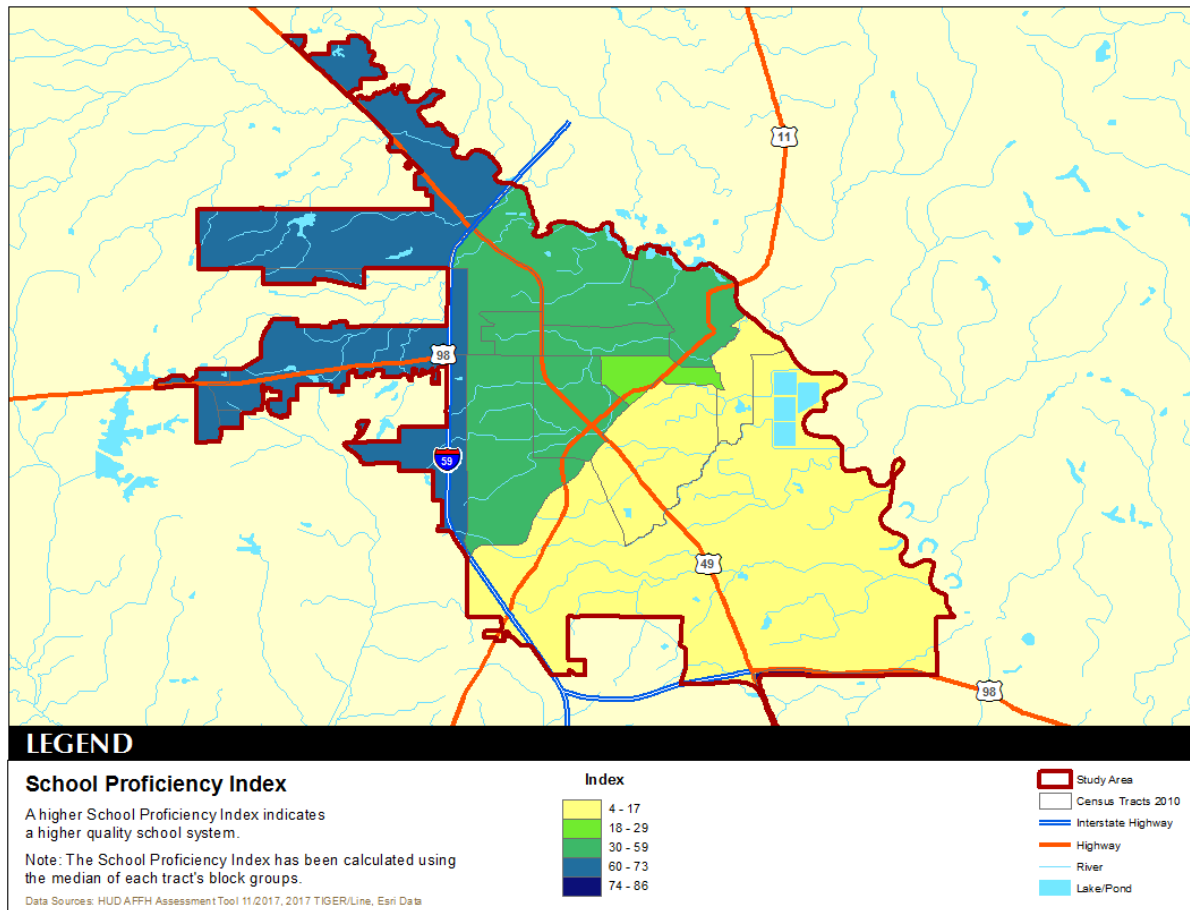


EDUCATIONAL OPPORTUNITIES

The School Proficiency Index measures the proficiency of elementary schools in the attendance area (where this information is available) of individuals sharing a protected characteristic or the proficiency of elementary schools within 1.5 miles of individuals with a protected characteristic where attendance boundary data are not available. The values for the School Proficiency Index are determined by the performance of 4th grade students on state exams.

Map IV.4 shows the school proficiency index ratings in Hattiesburg city. The darkest areas in Map IV.4 show the highest school proficiency areas, while the lightest yellow shows the lowest areas of school proficiency.

Map IV.4
School Proficiency Index
 Hattiesburg city
 AFFH Data

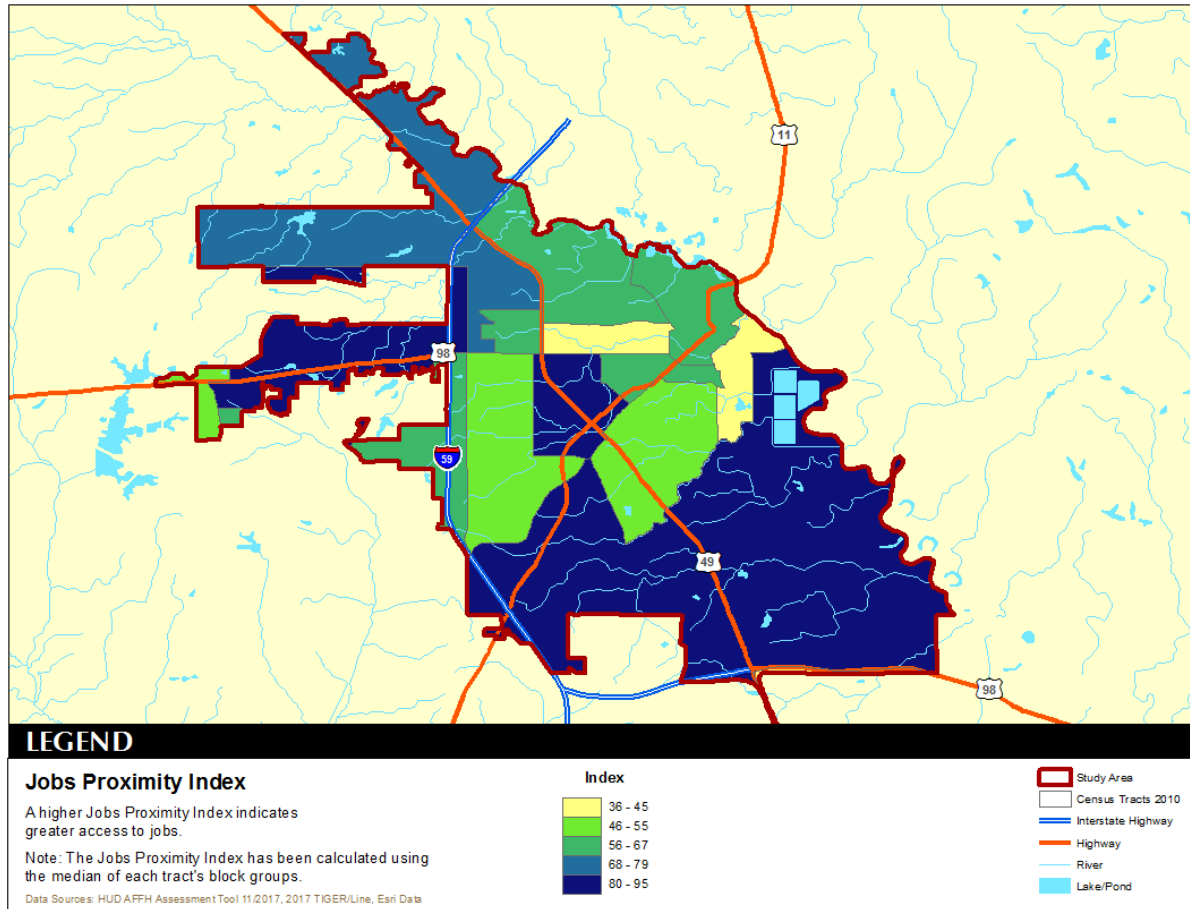


EMPLOYMENT

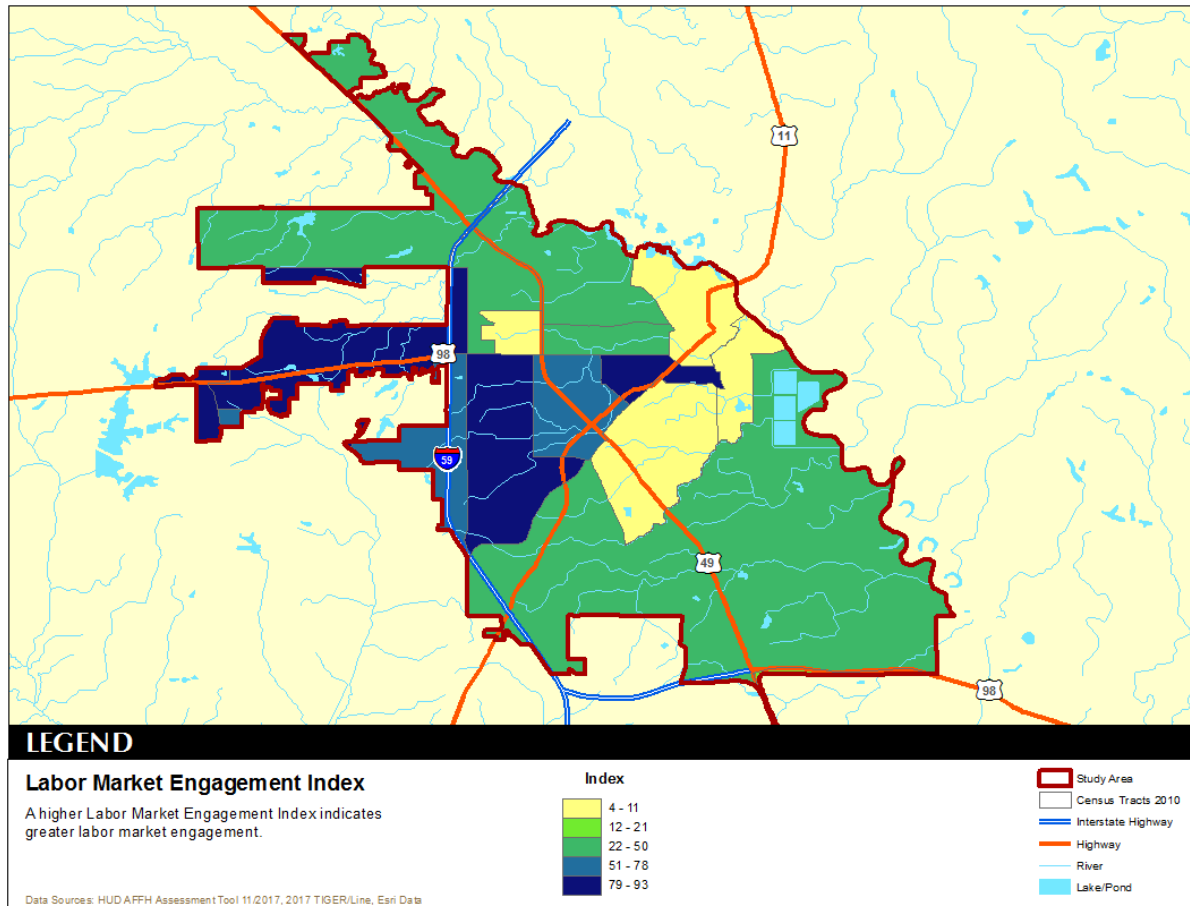
The Jobs Proximity Index measures the physical distances between place of residence and jobs by race/ethnicity, and is shown in Map IV.5.

The Labor Market Engagement Index provides a measure of unemployment rate, labor-force participation rate, and percent of the population ages 25 and above with at least a bachelor's degree, by neighborhood. Map IV.6 shows the labor market engagement for the area.

Map IV.5
Job Proximity Index
 Hattiesburg city
 AFFH Data



Map IV.6
Labor Engagement Index
 Hattiesburg city
 AFFH Data



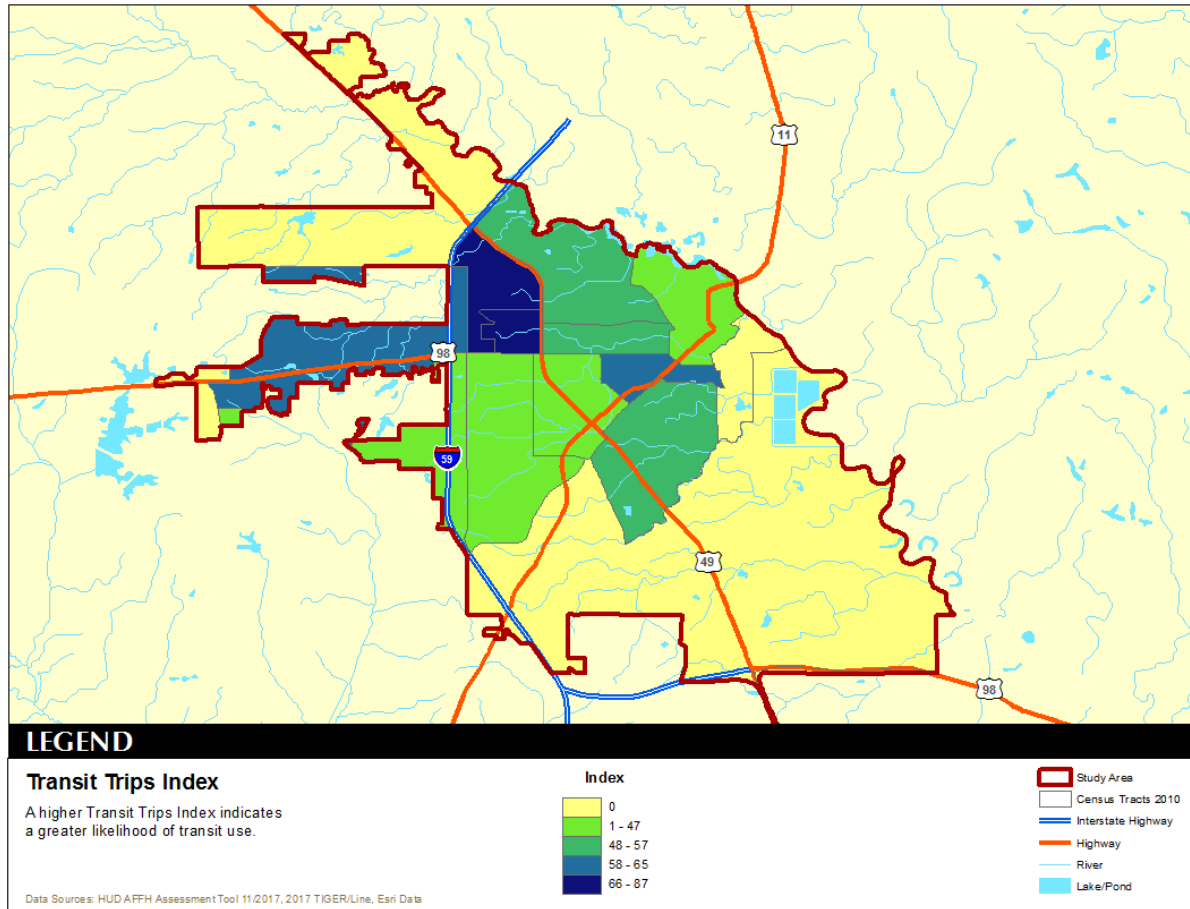
TRANSPORTATION

The Transportation Trip Index measures proximity to public transportation by neighborhood. There was little difference in index rating across racial and ethnic groups. The Transit Trips Index measures how often low-income families in a neighborhood use public transportation. The Transit Trips Indices are shown in Map IV.7.

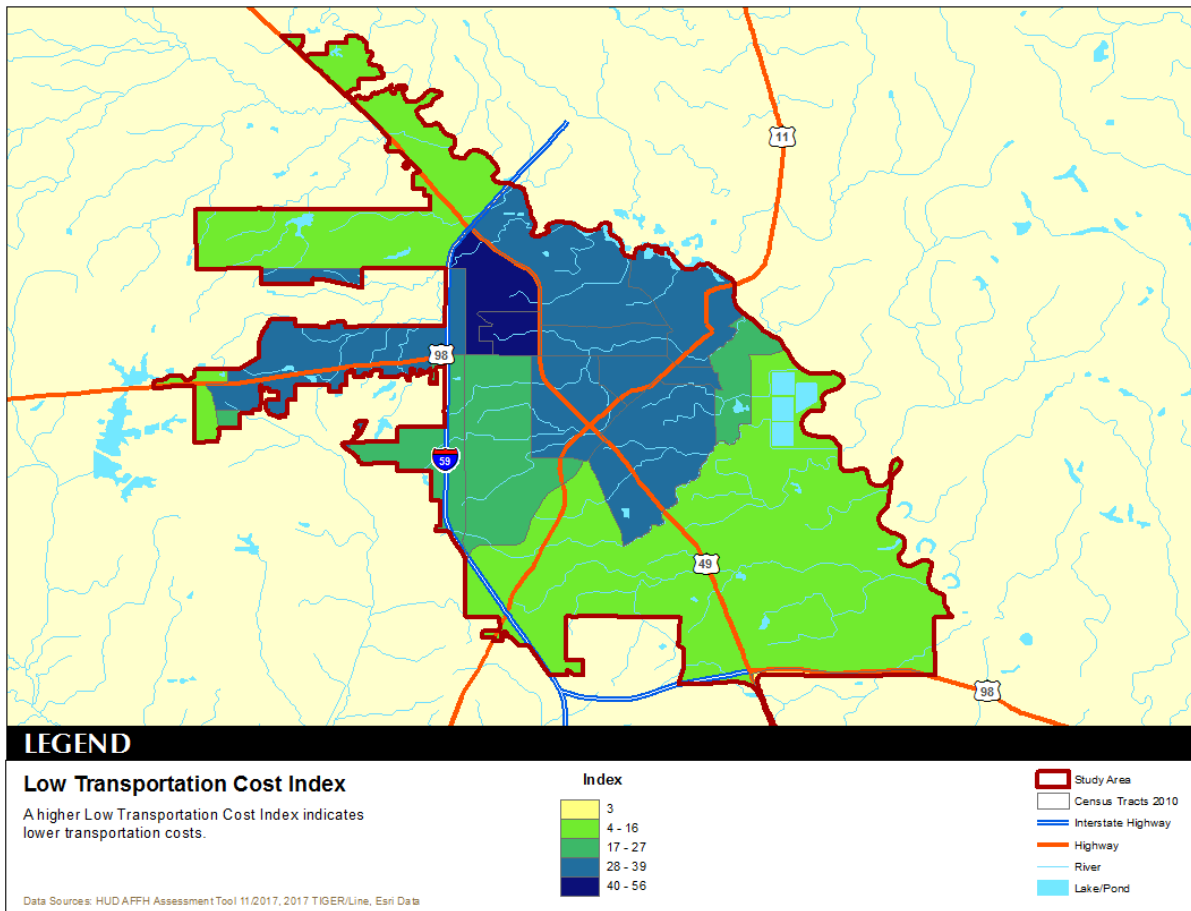
The Low Transportation Cost Index measures cost of transport and proximity to public transportation by neighborhood. Transportation Costs indices are shown in Map IV.8.

Groups Lacking Affordable Transit from Home to Work

Map IV.7
Transit Trips Index
 Hattiesburg city
 AFFH Data



Map IV.8
Transportation Cost Index
 Hattiesburg city
 AFFH Data

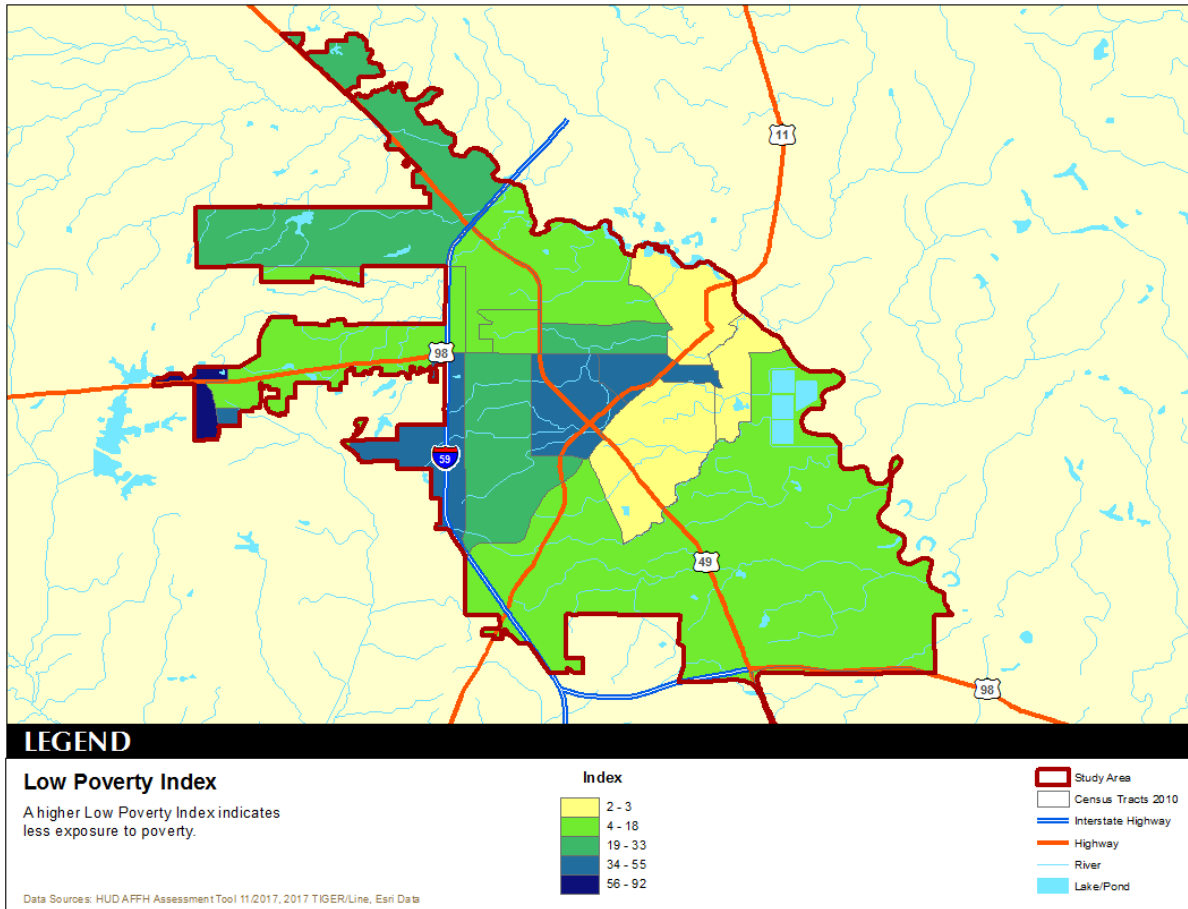


LOW POVERTY EXPOSURE OPPORTUNITIES

The Low Poverty Index uses rates of family poverty by household (based on the federal poverty line) to measure exposure to poverty by neighborhood. A higher score is more desirable, generally indicating less exposure to poverty at the neighborhood level.

The low poverty index is shown in Map IV.9. The Low Poverty Index uses rates of family poverty by household (based on the federal poverty line) to measure exposure to poverty by neighborhood. A higher score is more desirable, generally indicating less exposure to poverty at the neighborhood level. A higher index represents a lower level of exposure to poverty.

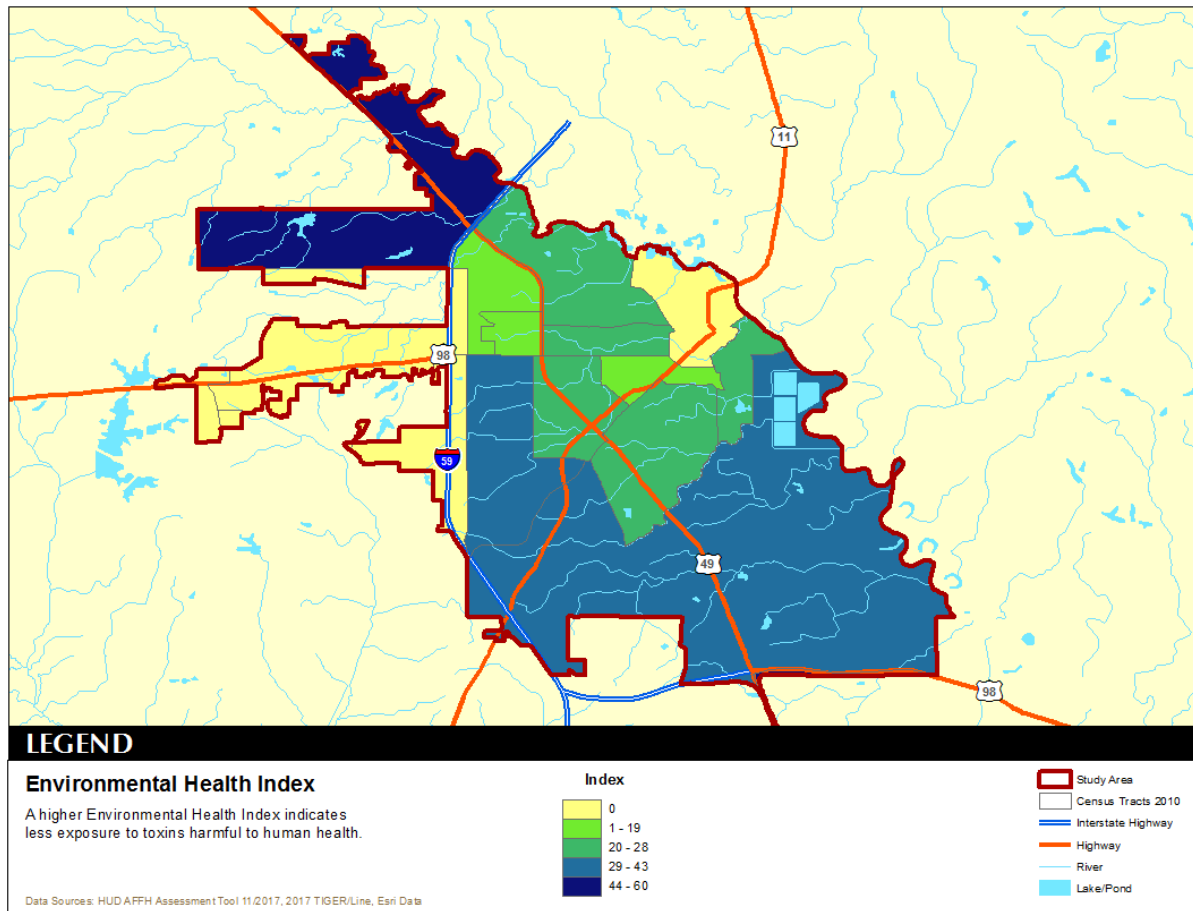
Map IV.9
Low Poverty Index
 Hattiesburg city
 AFFH Data



ACCESS TO ENVIRONMENTALLY HEALTHY NEIGHBORHOODS

The Environmental Health Index measures exposure based on EPA estimates of air quality carcinogenic, respiratory and neurological toxins by neighborhood. The Environmental Health Index is shown in Map IV.10.

Map IV.10
Environmental Health Index
 Hattiesburg city
 AFFH Data



F. DISPROPORTIONATE HOUSING NEEDS

Households are classified as having housing problems if they face overcrowding, incomplete plumbing or kitchen facilities, or cost burdens. Overcrowding is defined as having from 1.1 to 1.5 people per room per residence, with severe overcrowding defined as having more than 1.5 people per room. Households with overcrowding are shown in Table IV.44. In 2016, an estimated 2.5 percent of households were overcrowded, and an additional 0.8 percent were severely overcrowded.

Table IV.44 Overcrowding and Severe Overcrowding Hattiesburg city 2010 & 2016 Five-Year ACS Data							
Data Source	No Overcrowding		Overcrowding		Severe Overcrowding		Total
	Households	% of Total	Households	% of Total	Households	% of Total	
Owner							
2010 Five-Year ACS	6,876	97.7%	122	1.7%	37	0.5%	7,035
2016 Five-Year ACS	6,734	98.9%	53	0.8%	22	0.3%	6,809
Renter							
2010 Five-Year ACS	10,828	96.7%	268	2.4%	104	0.9%	11,200
2016 Five-Year ACS	10,615	95.4%	394	3.5%	115	1.0%	11,124
Total							
2010 Five-Year ACS	17,704	97.1%	390	2.1%	141	0.8%	18,235
2016 Five-Year ACS	17,349	96.7%	447	2.5%	137	0.8%	17,933

Incomplete plumbing and kitchen facilities are another indicator of potential housing problems. According to the Census Bureau, a housing unit is classified as lacking complete plumbing facilities when any of the following are not present: piped hot and cold water, a flush toilet, and a bathtub or shower. Likewise, a unit is categorized as deficient when any of the following are missing from the kitchen: a sink with piped hot and cold water, a range or cook top and oven, and a refrigerator.

There were a total of 85 households with incomplete plumbing facilities in 2016, representing 0.5 percent of households in Hattiesburg city. This is compared to 0.6 percent of households lacking complete plumbing facilities in 2000.

Table IV.45 Households with Incomplete Plumbing Facilities Hattiesburg city 2000 Census SF3 & 2016 Five-Year ACS Data			
Households	2000 Census	2010 Five-Year ACS	2016 Five-Year ACS
With Complete Plumbing Facilities	17,120	18,056	17,848
Lacking Complete Plumbing Facilities	97	179	85
Total Households	17,217	18,235	17,933
Percent Lacking	0.6%	1.0%	0.5%

There were 226 households lacking complete kitchen facilities in 2016, compared to 73 households in 2000. This was a change from 0.4 percent of households in 2000 to 1.3 percent in 2016.

Table IV.46 Households with Incomplete Kitchen Facilities Hattiesburg city 2000 Census SF3 & 2016 Five-Year ACS Data			
Households	2000 Census	2010 Five-Year ACS	2016 Five-Year ACS
With Complete Kitchen Facilities	17,144	17,963	17,707
Lacking Complete Kitchen Facilities	73	272	226
Total Households	17,217	18,235	17,933
Percent Lacking	0.4%	1.5%	1.3%

Cost burden is defined as gross housing costs that range from 30.0 to 50.0 percent of gross household income; severe cost burden is defined as gross housing costs that exceed 50.0 percent of gross household income. For homeowners, gross housing costs include property taxes, insurance, energy payments, water and sewer service, and refuse collection. If the homeowner has a mortgage, the determination also includes principal and interest payments on the mortgage loan. For renters, this figure represents monthly rent and selected electricity and natural gas energy charges.

In Hattiesburg city, 19.4 percent of households had a cost burden and 22.9 percent had a severe cost burden. Some 22.0 percent of renters were cost burdened, and 30.9 percent were severely cost burdened. Owner-occupied households without a mortgage had a cost burden rate of 9.6 percent and a severe cost burden rate of 6.0 percent. Owner occupied households with a mortgage had a cost burden rate of 20.5 percent, and severe cost burden at 13.7 percent.

Table IV.47
Cost Burden and Severe Cost Burden by Tenure

Hattiesburg city
 2010 Five-Year ACS & 2016 Five-Year ACS Data

Data Source	Less Than 30%		31%-50%		Above 50%		Not Computed		Total
	Households	% of Total	Households	% of Total	Households	% of Total	Households	% of Total	
Owner With a Mortgage									
2010 Five-Year ACS	2,347	61.4%	805	21.1%	669	17.5%	0	0.0%	3,821
2016 Five-Year ACS	2,244	64.4%	714	20.5%	478	13.7%	49	1.4%	3,485
Owner Without a Mortgage									
2010 Five-Year ACS	2,630	81.8%	400	12.4%	137	4.3%	47	1.5%	3,214
2016 Five-Year ACS	2,780	83.6%	320	9.6%	199	6.0%	25	0.8%	3,324
Renter									
2016 Five-Year ACS	3,867	34.5%	2,620	23.4%	3,543	31.6%	1,170	10.4%	11,200
2016 Five-Year ACS	4,291	38.6%	2,448	22.0%	3,433	30.9%	952	8.6%	11,124
Total									
2000 Census	8,844	48.5%	3,825	21.0%	4,349	23.8%	1,217	6.7%	18,235
2016 Five-Year ACS	9,315	51.9%	3,482	19.4%	4,110	22.9%	1,026	5.7%	17,933

1.

Housing Problems by Income

Table IV.48 shows the HUD calculated Median Family Income (MFI) for a family of four for Lamar County. As can be seen in 2017, the MFI was 51,600 dollars, which compared to 51,800 dollars for the State of Mississippi.

Table IV.48 Median Family Income Lamar County 2000–2017 HUD MFI		
Year	MFI	State
2000	37,900	38,100
2001	38,600	40,000
2002	39,100	40,200
2003	42,200	40,700
2004	42,200	40,700
2005	42,250	40,700
2006	43,000	40,700
2007	42,700	43,200
2008	47,200	45,000
2009	47,300	46,800
2010	48,700	47,300
2011	49,500	48,000
2012	50,200	48,700
2013	53,200	48,300
2014	51,200	48,200
2015	46,500	48,300
2016	53,800	48,900
2017	51,600	51,800

Table IV.49 shows Comprehensive Housing Affordability Strategy (CHAS) data for housing problems by tenure and income. As can be seen there are a total of 1015 owner-occupied and 2550 renter-occupied households with a cost burden of greater than 30 percent and less than 50 percent. An additional 635 owner-occupied 3300 renter-occupied households had a cost burden greater than 50 percent of income. Overall there are 9390 households without a housing problem.

Table IV.49
Housing Problems by Income and Tenure
Hattiesburg city
2010–2014 HUD CHAS Data

Housing Problem	Less Than 30% MFI	30% - 50% MFI	50% - 80% MFI	80% - 100% MFI	Greater than 100% MFI	Total
Owner-Occupied						
Lacking complete plumbing or kitchen facilities	4	0	10	10	20	44
Severely Overcrowded with > 1.51 people per room (and complete kitchen and plumbing)	0	0	0	0	15	15
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	0	20	0	0	30	50
Housing cost burden greater than 50% of income (and none of the above problems)	335	170	90	25	15	635
Housing cost burden greater than 30% but less than 50% of income (and none of the above problems)	125	200	280	215	195	1015
Zero/negative income (and none of the above problems)	115	0	0	0	0	115
Has none of the 4 housing problems	145	395	570	335	3515	4960
Total	724	785	950	585	3790	6834
Renter-Occupied						
Lacking complete plumbing or kitchen facilities	15	40	10	0	65	130
Severely Overcrowded with > 1.51 people per room (and complete kitchen and plumbing)	15	0	40	0	15	70
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	65	150	4	25	140	384
Housing cost burden greater than 50% of income (and none of the above problems)	2175	1015	95	0	15	3300
Housing cost burden greater than 30% but less than 50% of income (and none of the above problems)	245	870	1055	160	220	2550
Zero/negative income (and none of the above problems)	520	0	0	0	0	520
Has none of the 4 housing problems	315	265	670	645	2535	4430
Total	3350	2340	1874	830	2990	11384
Total						
Lacking complete plumbing or kitchen facilities	19	40	20	10	85	174
Severely Overcrowded with > 1.51 people per room (and complete kitchen and plumbing)	15	0	40	0	30	85
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	65	170	4	25	170	434
Housing cost burden greater than 50% of income (and none of the above problems)	2510	1185	185	25	30	3935
Housing cost burden greater than 30% but less than 50% of income (and none of the above problems)	370	1070	1335	375	415	3565
Zero/negative income (and none of the above problems)	635	0	0	0	0	635
Has none of the 4 housing problems	460	660	1240	980	6050	9390
Total	4074	3125	2824	1415	6780	18218

2.

ACCESS TO MORTGAGE FINANCE SERVICES

Congress enacted the Home Mortgage Disclosure Act (HMDA) in 1975, permanently authorizing the law in 1988⁶. The Act requires both depository and non-depository lenders to collect and publicly disclose information about housing-related applications and loans. Under the HMDA, financial institutions are required to report the race, ethnicity, sex, loan amount, and income of mortgage applicants and borrowers by Census tract. Institutions must meet a set of reporting criteria. For depository institutions, these are as follows:

1. The institution must be a bank, credit union, or savings association;
2. The total assets must exceed the coverage threshold;⁷
3. The institution must have had a home or branch office in a Metropolitan Statistical Area (MSA);
4. The institution must have originated or refinanced at least one home purchase loan secured by a first lien on a one- to four-family dwelling;
5. The institution must be federally insured or regulated; and
6. The mortgage loan must have been insured, guaranteed, or supplemented by a federal agency or intended for sale to Fannie Mae or Freddie Mac.

For other institutions, including non-depository institutions, the reporting criteria are:

1. The institution must be a for-profit organization;
2. The institution's home purchase loan originations must equal or exceed 10 percent of the institution's total loan originations, or more than \$25 million;
3. The institution must have had a home or branch office in an MSA or have received applications for, originated, or purchased five or more home purchase loans, home improvement loans, or refinancing on property located in an MSA in the preceding calendar year; and
4. The institution must have assets exceeding \$10 million or have originated 100 or more home purchases in the preceding calendar year.

In addition to reporting race and ethnicity data for loan applicants, the HMDA reporting requirements were modified in response to the Predatory Lending Consumer Protection Act of 2002 as well as the Home Owner Equity Protection Act (HOEPA). Consequently, loan originations are now flagged in the data system for three additional attributes:

1. If they are HOEPA loans;
2. Lien status, such as whether secured by a first lien, a subordinate lien, not secured by a lien, or not applicable (purchased loans); and
3. Presence of high-annual percentage rate loans (HALs), defined as more than three percentage points for purchases when contrasted with comparable treasury instruments or five percentage points for refinance loans.

⁶ Prior to that year, Congress had to periodically reauthorize the law.

⁷ Each December, the Federal Reserve announces the threshold for the following year. The asset threshold may change from year to year based on changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers.

For the purposes of this analysis, these flagged originations will be termed predatory, or at least predatory in nature. Overall, the data contained within the HMDA reporting guidelines represent the best and most complete set of information on home loan applications. This report includes HMDA data from 2008 through 2016, the most recent year for which these data are available.

Table IV.50 shows the purpose of loan by year for Hattiesburg city from 2008 to 2017. As seen therein, there were over 11,164 loans during this time period, of these some 4,304 were for home purchases. In 2017, there were 895 loans, of which 459 were for home purchases.

Table IV.50 Purpose of Loan by Year Hattiesburg city 2008–2017 HMDA Data											
Purpose	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	Total
Home Purchase	698	493	435	321	317	359	354	383	485	459	4,304
Home Improvement	142	131	75	95	65	89	89	89	114	77	966
Refinancing	803	843	709	601	662	641	440	409	427	359	5,894
Total	1,643	1,467	1,219	1,017	1,044	1,089	883	881	1,026	895	11,164

Table IV.51 shows the occupancy status for loan applicants. A vast majority of applicants were or owner-occupied units, accounting for 8,553 loans between 2008 and 2017, and for 692 in 2017 alone.

Table IV.51 Occupancy Status for Applications Hattiesburg city 2008–2017 HMDA Data											
Status	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	Total
Owner-Occupied	1,224	1,168	1,017	809	767	752	634	655	835	692	8,553
Not Owner-Occupied	416	298	202	207	270	332	248	226	191	202	2,592
Not Applicable	3.0	1.0	0.0	1.0	7.0	5.0	1.0	0.0	0.0	1.0	19
Total	1,643	1,467	1,219	1,017	1,044	1,089	883	881	1,026	895	11,164

Owner-occupied home purchase loan applications by loan types are shown in Table IV.52. Between 2008 and 2017, some 1,662 home loan purchases were conventional loans, 1,317 were FHA insured, and 250 were VA Guaranteed.

Table IV.52
Owner-Occupied Home Purchase Loan Applications by Loan Type
 Hattiesburg city
 2008–2017 HMDA Data

Loan Type	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	Total
Conventional	222	152	114	112	128	150	185	152	228	219	1,662
FHA - Insured	100	218	223	128	87	97	64	121	155	124	1,317
VA - Guaranteed	17	22	26	23	23	23	33	23	33	27	250
Rural Housing Service or Farm Service Agency	176	16	6	10	5	3	4	3	5	5	233
Total	515	408	369	273	243	273	286	299	421	421	3,462

Denial Rates

After the owner-occupied home purchase loan application is submitted, the applicant receives one of the following status designations:

- “Originated,” which indicates that the loan was made by the lending institution;
- “Approved but not accepted,” which notes loans approved by the lender but not accepted by the applicant;
- “Application denied by financial institution,” which defines a situation wherein the loan application failed;
- “Application withdrawn by applicant,” which means that the applicant closed the application process;
- “File closed for incompleteness” which indicates the loan application process was closed by the institution due to incomplete information; or
- “Loan purchased by the institution,” which means that the previously originated loan was purchased on the secondary market.

As shown in Table IV.53, just over 1,727 home purchase loan applications were originated over the 2008-2017 period, and 378 were denied.

Table IV.53
Loan Applications by Action Taken
 Hattiesburg city
 2008–2017 HMDA Data

Action	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	Total
Loan Originated	231	171	150	125	141	138	154	166	238	213	1,727
Application Approved but not Accepted	9	2.0	3.0	3.0	3.0	3.0	5.0	5.0	12.0	12.0	57
Application Denied	62	34	39	27	19	38	39	44	37	39	378
Application Withdrawn by Applicant	39	28	39	20	28	24	30	23	40	32	303
File Closed for Incompleteness	6.0	7.0	5.0	4.0	1.0	6.0	4.0	9.0	2.0	2.0	46
Loan Purchased by the Institution	168	166	133	94	51	64	54	52	92	77	951
Preapproval Request Denied	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Preapproval Approved but not Accepted	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total	515	408	369	273	243	273	286	299	421	375	3,462

The most common reasons cited in the decision to deny one of these loan applications are shown in Table IV.54. Debt-to-income ratio accounted for 70 denials, credit history accounted for 115, and collateral accounted for 29.

Table IV.54
Loan Applications by Reason for Denial
Hattiesburg city
2008–2017 HMDA Data

Denial Reason	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	Total
Debt-to-Income Ratio	17.0	7.0	0.0	5.0	5.0	6.0	7.0	9.0	5.0	9.0	70
Employment History	0.0	1.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0	2.0
Credit History	19	11	13	11	5	16.0	10.0	14.0	9.0	7.0	115
Collateral	3.0	3.0	1.0	2.0	1.0	3.0	3.0	4.0	5.0	4.0	29
Insufficient Cash	1.0	0.0	3.0	0.0	3.0	0.0	3.0	2.0	3.0	0.0	15.0
Unverifiable Information	2.0	1.0	1.0	0.0	1.0	0.0	0.0	1.0	0.0	2.0	8.0
Credit Application Incomplete	6.0	3.0	2.0	0.0	0.0	3.0	0.0	1.0	0.0	3.0	18
Mortgage Insurance Denied	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Other	0.0	4.0	4.0	0.0	2.0	1.0	1.0	2.0	3.0	0.0	17
Missing	14	4.0	15	9.0	2.0	9	14	11	12	14	104
Total	62	34	39	27	19	38	39	44	37	39	378

Denial rates were observed to differ by race and ethnicity, as shown in Table IV.55. While white applicants had a denial rate of 10.9 percent over the period from 2008 through 2017, black applicants had a denial rate of 37.3 percent. As for ethnicity, Hispanic applicants had a higher denial rate than non-Hispanic applicants, at 16.7 percent versus 33.3 percent.

Table IV.55
Denial Rates by Race/Ethnicity of Applicant
Hattiesburg city
2004–2017 HMDA Data

Race/Ethnicity	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	Average
American Indian	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	50.0%
Asian	0.0%	0.0%	50.0%	0.0%	0.0%	0.0%	0.0%	25.0%	0.0%	0.0%	13.3%
Black	41.2%	41.0%	27.5%	45.7%	40.0%	47.1%	43.2%	40.0%	25.8%	30.9%	37.3%
Pacific Islander	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
White	12.7%	9.6%	15.8%	6.5%	6.6%	14.3%	11.8%	12.5%	8.8%	9.8%	10.9%
Not Available	66.7%	37.5%	57.1%	40.0%	66.7%	37.5%	36.4%	30.0%	25.0%	36.4%	40.4%
Not Applicable	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Average	21.2%	16.6%	20.6%	17.8%	11.9%	21.6%	20.2%	21.0%	13.5%	15.5%	18.0%
Non-Hispanic	50.0%	20.0%	50.0%	33.3%	0.0%	0.0%	0.0%	50.0%	20.0%	25.0%	33.3%
Hispanic	19.8%	15.5%	18.5%	15.7%	10.4%	21.0%	18.9%	19.4%	12.7%	14.6%	16.7%

Predatory Lending

In addition to modifications implemented in 2004 to correctly document loan applicants' race and ethnicity, the HMDA reporting requirements were changed in response to the Predatory Lending Consumer Protection Act of 2002 as well as the Home Owner Equity Protection Act (HOEPA). Consequently, loan originations are now flagged in the data system for three additional attributes:

1. If they are HOEPA loans;
2. Lien status, such as whether secured by a first lien, a subordinate lien, not secured by a lien, or not applicable (purchased loans); and

3. Presence of high annual percentage rate (APR) loans (HALs), defined as more than three percentage points higher than comparable treasury rates for home purchase loans, or five percentage points higher for refinance loans.

Home loans are designated as “high-annual percentage rate” loans (HALs) where the annual percentage rate on the loan exceeds that of a comparable treasury instruments by at least three percentage points. As shown in Table IV.56, some 1,727 loans between 2008 and 2017 were HALs, accounting for 3.9 percent.

Table IV.56 Originated Owner-Occupied Loans by HAL Status Hattiesburg city 2008–2017 HMDA Data											
Loan Type	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	Total
HAL	34	16	3.0	6.0	3.0	1.0	3.0	1.0	0.0	1.0	68
Other	197	155	147	119	138	137	151	165	238	212	1,659
Total	231	171	150	125	141	138	154	166	238	213	1,727
Percent HAL	14.7%	9.4%	2.0%	4.8%	2.1%	0.7%	1.9%	0.6%	0.0%	0.5%	3.9%

While white households experienced HAL rates at 4.1 percent between 2008 and 2017, black households had a rate of HALs at 7.3 percent.

Table IV.57 Rate of HALs Originated by Race/Ethnicity of Borrower Hattiesburg city 2008–2017 HMDA Data											
Race	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	Average
American Indian	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Asian	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Black	22.5%	13.0%	3.4%	5.3%	0.0%	5.6%	8.0%	3.3%	0.0%	0.0%	7.3%
Pacific Islander	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
White	13.4%	9.2%	1.7%	5.0%	2.4%	0.0%	0.8%	0.0%	0.0%	0.6%	4.1%
Not Available	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Not Applicable	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Average	14.7%	9.4%	2.0%	4.8%	2.1%	0.7%	1.9%	0.6%	0.0%	0.5%	3.9%
Hispanic	0.0%	25.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	5.3%
Non-Hispanic	15.0%	9.1%	2.1%	5.1%	2.2%	0.8%	2.1%	0.6%	0.0%	0.5%	4.6%

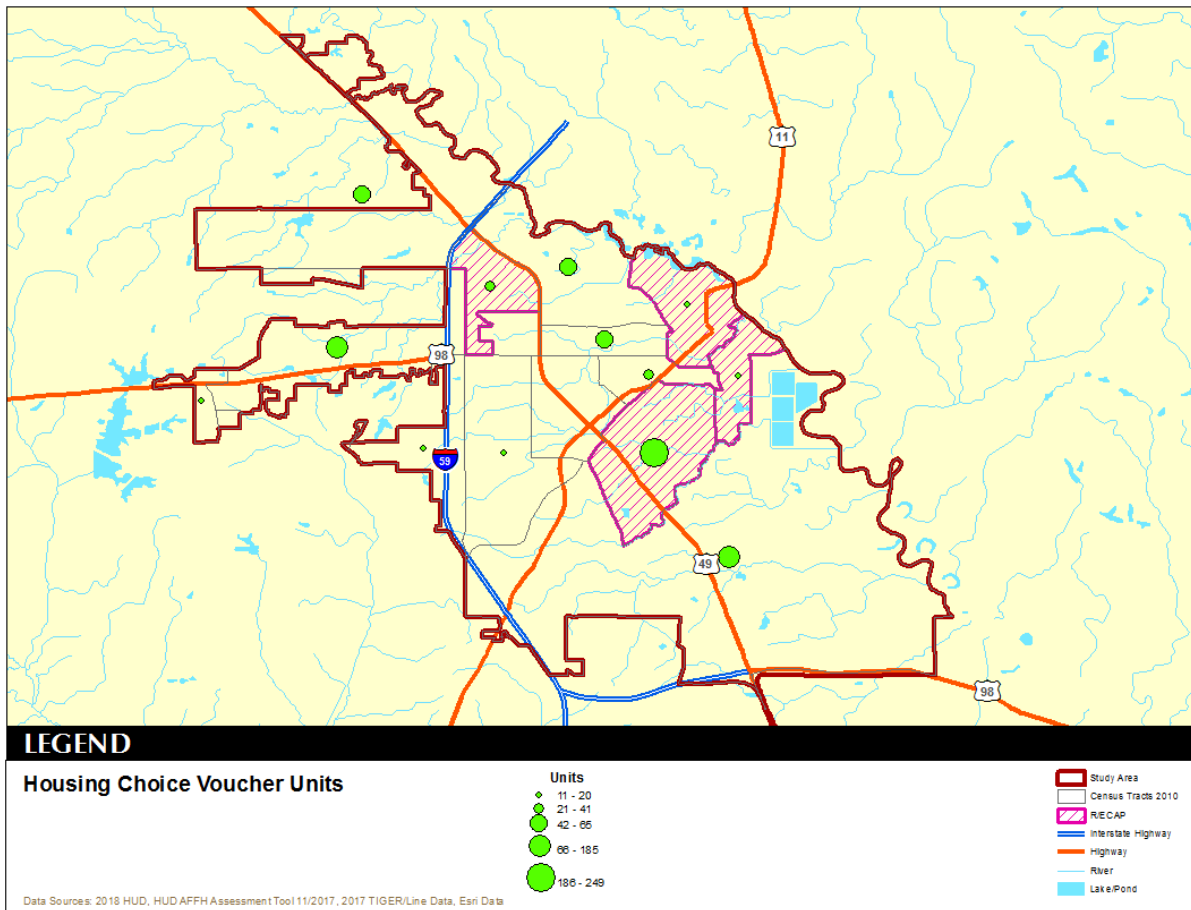
G. PUBLICLY SUPPORTED HOUSING ANALYSIS

The number of public housing units are shown in Table IV.58, below. There are 1,707 public housing units in Hattiesburg city, of which 290 are for households with disabilities. In total, there are 296 public housing units, 665 Project Based Section 8 units, 65 other HUD Multifamily units, and 681 Housing Choice Voucher units.

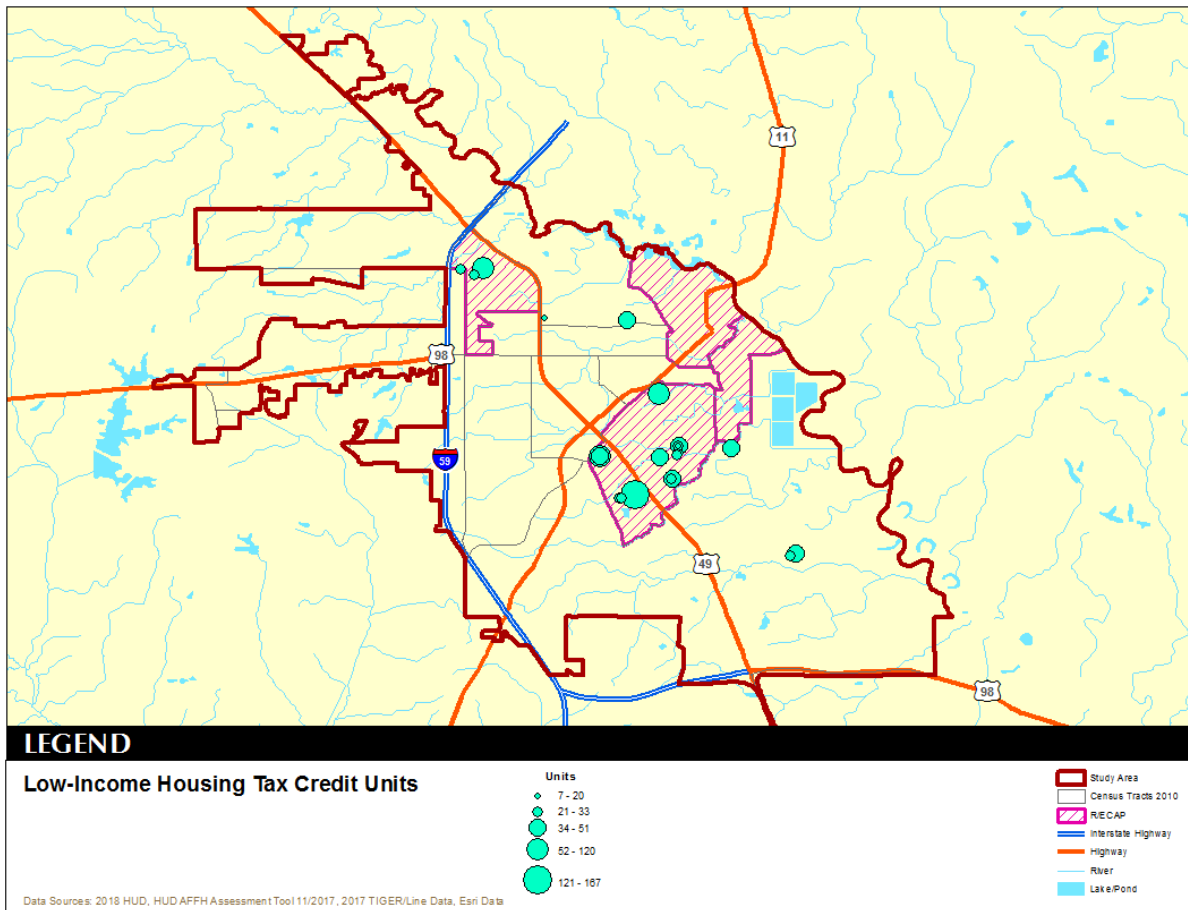
Table IV.58 Residents with Disabilities by Subsidized Housing Type Hattiesburg city HUD AFFH Raw Database		
Program	Total Units	Total Disabled Units
Public Housing	296	56
Project Based Section 8	665	106
Other HUD Multifamily	65	13.0
Housing Choice Vouchers	681	116
Total	1,707	290

Map IV.11 shows the location of Housing Choice Vouchers. Map IV.12 shows the location of Low-Income Housing Tax Credit (LIHTC) Units, Map IV.13 shows the location of Public Housing Units, and Map IV.14 shows the location of Project-Based Section 8 units. Map IV.15 shows the location of PHA buildings or voucher locations.

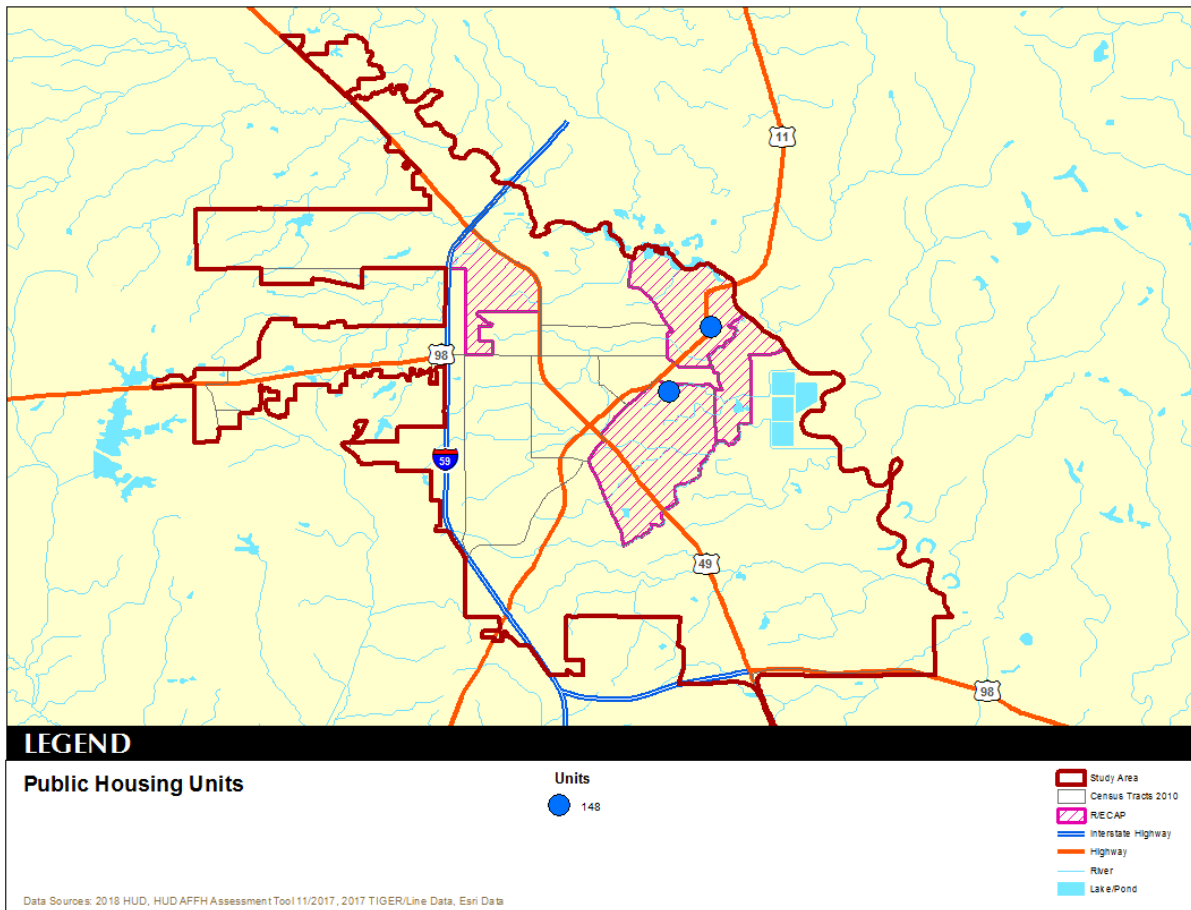
Map IV.11
Housing Choice Vouchers
 Hattiesburg city
 AFFH Data



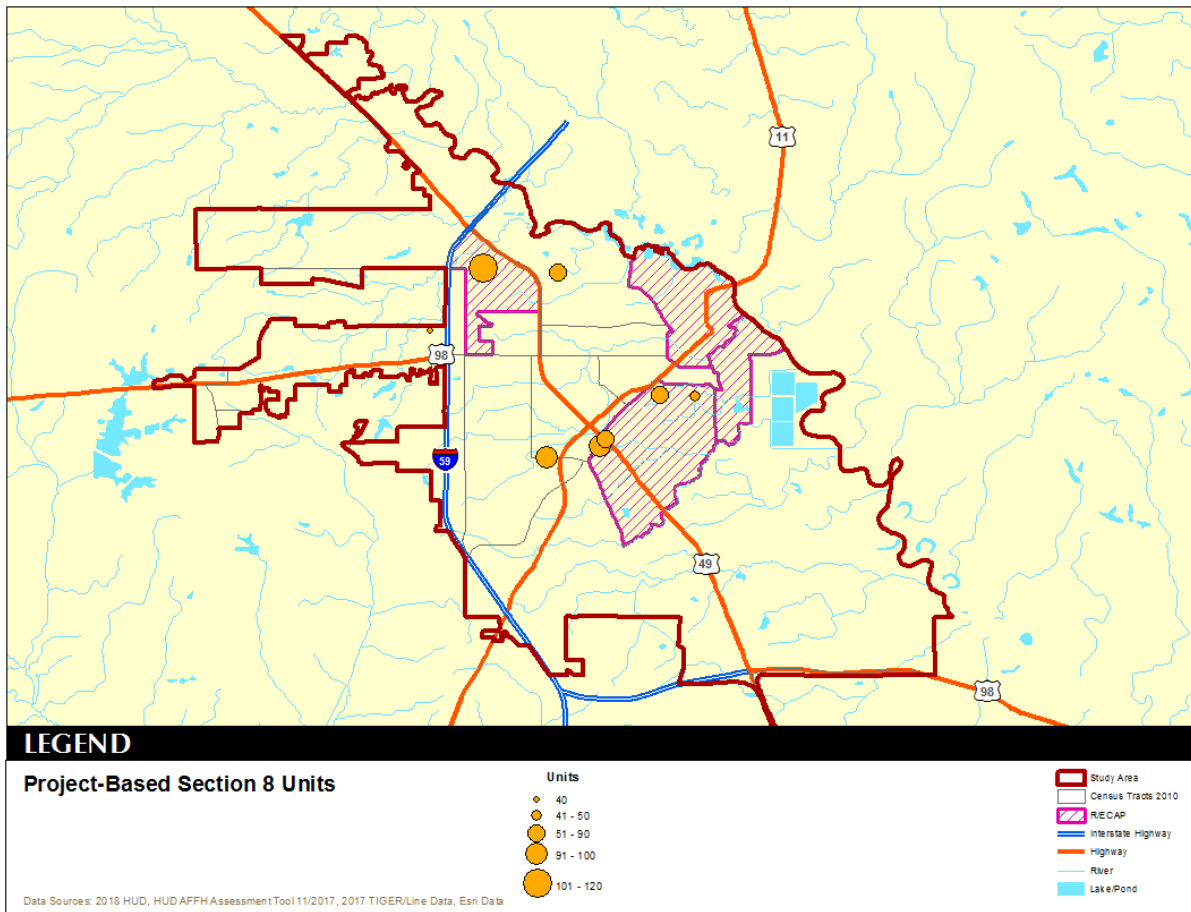
Map IV.12
Low-Income Housing Tax Credit Units
 Hattiesburg city
 AFFH Data



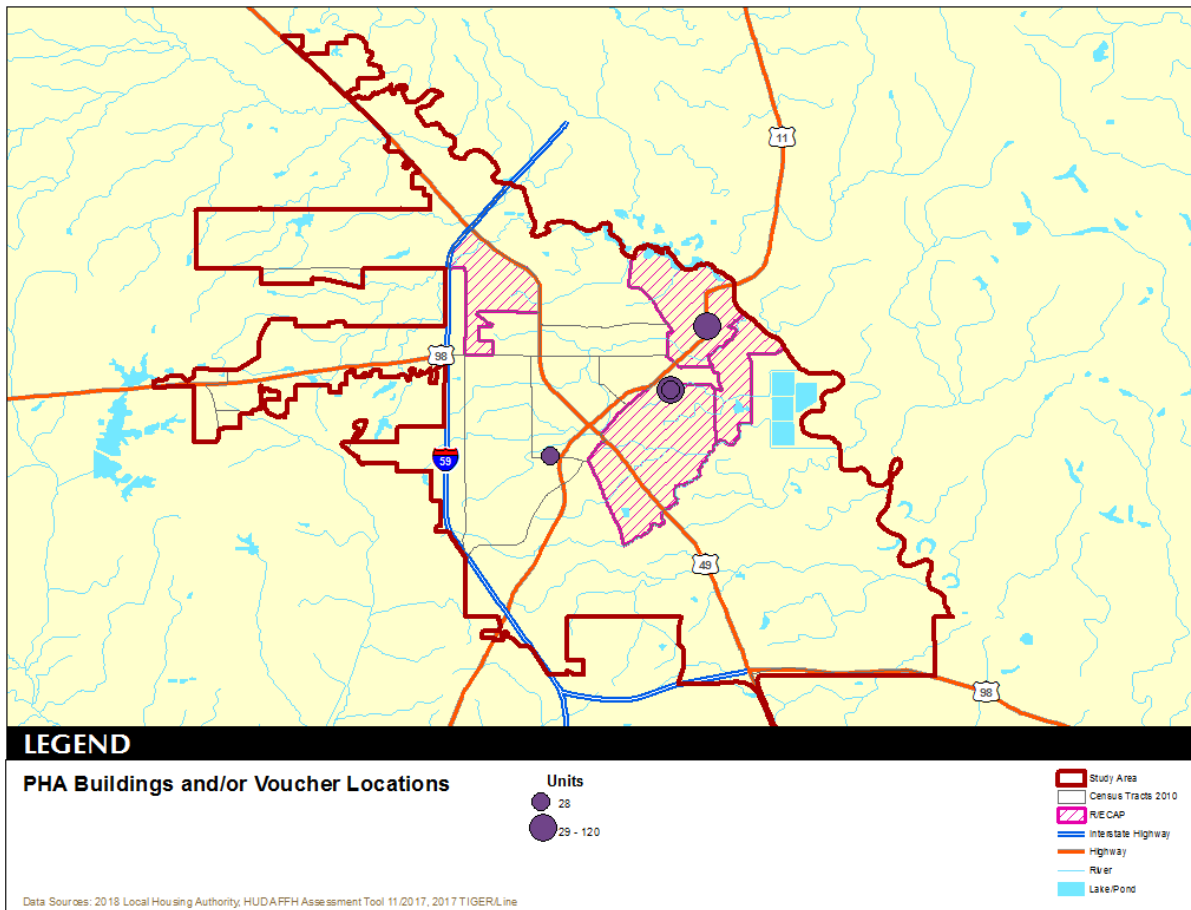
Map IV.13
Public Housing Units
 Hattiesburg city
 AFFH Data



Map IV.14
Project-Based Section 8 Units
 Hattiesburg city
 AFFH Data



Map IV.15
PHA Buildings and/or Voucher Locations
 Hattiesburg city
 PHA Survey Data



Additional data is presented in the following tables about the Housing Authority. These data present data directly from the Housing Authority's records. The Housing Authority has a total of 296 assisted households.

Table IV.59 What is the total number of your assisted households, with vouchers, regular low-income housing, public housing, and other low-income housing you own? Hattiesburg Housing Authority Public Housing Authority Survey	
Total	
296	

The race and ethnicity of these assisted units are shown in the tables below.

Table IV.60 Of your assisted households, how many of the head of households are: Hattiesburg Housing Authority Public Housing Authority Survey	
Race	Head of Households
White	7
Black	274
American Indian/Native American	0
Asian	0
Native Hawaiian/Pacific Islander	0
Two or more races	2
Don't know	0
Total	283

Table IV.61 Of your assisted households, how many of the head of households are: Hattiesburg Housing Authority Public Housing Authority Survey	
Ethnicity	Head of Households
Hispanic	1
Non-Hispanic	282
Total	283

Some 47 households are considered to have one or more persons with a disability.

Table IV.62 How many households have one or more persons with disabilities? Hattiesburg Housing Authority Public Housing Authority Survey	
Response	Responses
One or more persons with disabilities	47

A majority of households have a female head of household, and 117 households have children present.

Table IV.63 How many of the head of households are: Hattiesburg Housing Authority Public Housing Authority Survey	
Response	Total
Male	41
Female	242
Female with one or more children in the home under the age of 18	111
Male with one or more children in the home under the age of 18	6
Total	117

The number of units by size are shown in the table below.

Table IV.64 How many of your public housing units are: Hattiesburg Housing Authority Public Housing Authority Survey		
Type of Unit	Owned	Vacant or soon to be empty and available for rent
Efficiency	0	0
One Bedroom	80	2
Two Bedroom	116	7
Three Bedroom	95	4
Four Bedroom	4	0
Five or more Bedroom	1	0
Total Number of Units	296	0

The Housing Authority does not have an Affirmative Action Plan.

Table IV.65 Do you have an Affirmative Action Plan? Hattiesburg Housing Authority Public Housing Authority Survey			
Yes	No	Don't Know	Missing
0	1	0	0

The Housing Authority does not have admissions preferences or housing designations.

Table IV.66 Do you have an Admissions Preferences or Housing Designations? Hattiesburg Housing Authority Public Housing Authority Survey			
Yes	No	Don't Know	Missing
0	1	0	0

Table IV.67 Do you have Voucher Mobility or Portability Policies and Practices? Hattiesburg Housing Authority Public Housing Authority Survey			
Yes	No	Don't Know	Missing
0	1	0	0

The Housing Authority is not subject to a charge letter from HUD, a fair housing cause determination, or a claim under the False Claims Act.

Table IV.68 Is your PHA currently subject to any of the following: Hattiesburg Housing Authority Public Housing Authority Survey				
	Yes	No	Don't Know	Missing
A charge or letter of finding from HUD concerning a violation of a civil rights related law	0	1	0	0
A cause determination for a substantially equivalent state or local fair housing agency concerning a violation of a state or local fair housing law	0	1	0	0
A letter of findings issues by a lawsuit file or joined by the Department of Justice alleging a pattern or practices or systematic violation of a fair housing or civil rights law	0	1	0	0
A claim under False Claims Acts related to fair housing, nondiscrimination, or civil rights generally, including an alleged failure to affirmative further fair housing	0	1	0	0

H. DISABILITY AND ACCESS

The disability rate from the 2000 Census is shown in Table IV.69. Some 19.8 percent of the population was disabled in 2000, or a total of 8,024 persons. The disability rate was highest for those over 65, with 51.0 percent disabled.

Table IV.69 Disability by Age Hattiesburg city 2000 Census SF3 Data		
Age	Total	
	Disabled Population	Disability Rate
5 to 15	457	8.0%
16 to 64	5,170	17.2%
65 and older	2,397	51.0%
Total	8,024	19.8%

Table IV.70 shows disability by type in 2000. There were 3,969 physical disabilities reported in 2000, some 2,980 employment disabilities, and 3,214 go-outside-home disabilities.

Table IV.70 Total Disabilities Talled: Aged 5 and Older Hattiesburg city 2000 Census SF3 Data	
Disability Type	Population
Sensory disability	1,756
Physical disability	3,969
Mental disability	2,450
Self-care disability	1,291
Employment disability	2,980
Go-outside-home disability	3,214
Total	15,660

Disability by age, as estimated by the 2016 ACS, is shown in Table IV.71. The disability rate for females was 18.7 percent, compared to 18.5 percent for males. The disability rate grew precipitously higher with age, with 66.4 percent of those over 75 experiencing a disability.

Table IV.71 Disability by Age Hattiesburg city 2016 Five-Year ACS Data						
Age	Male		Female		Total	
	Disabled Population	Disability Rate	Disabled Population	Disability Rate	Disabled Population	Disability Rate
Under 5	16	0.9%	0	0.0%	16	0.5%
5 to 17	364	11.7%	240	8.3%	604	10.0%
18 to 34	750	8.8%	926	9.3%	1,676	9.0%
35 to 64	1,744	28.1%	1,919	26.7%	3,663	27.4%
65 to 74	486	41.0%	531	36.5%	1,017	38.5%
75 or Older	654	69.9%	994	64.3%	1,648	66.4%
Total	4,014	18.5%	4,610	18.7%	8,624	18.6%

The number of disabilities by type, as estimated by the 2016 ACS, is shown in Table IV.72. Some 11.2 percent have an ambulatory disability, 8.5 percent have an independent living disability, and 4.4 percent have a self-care disability.

Table IV.72 Total Disabilities Tallied: Aged 5 and Older Hattiesburg city 2016 Five-Year ACS		
Disability Type	Population with Disability	Percent with Disability
Hearing disability	2,052	4.4%
Vision disability	2,433	5.3%
Cognitive disability	4,031	9.4%
Ambulatory disability	4,810	11.2%
Self-Care disability	1,904	4.4%
Independent living disability	3,143	8.5%

DISABILITY AND ACCESS WORKGROUPS

A series of four (4) Disability and Access Workgroups were held between October and December, 2018 to gather feedback on the needs of persons with disabilities and access to housing throughout the State of Mississippi. A summary of comments are included below, and a complete set of transcripts is included in the Appendix.

- Persons with disabilities tend to congregated in urban areas in order to access public transit
- There is a lack of available accessible units, and a lack of new development of accessible units
- There is continued need for permanent supportive housing for persons with disabilities
- NIMBYism continues to be a challenge for new units, especially group homes
- There should be a mandate that all new housing development includes a percentage of accessible units
- Significant need for transportation for persons with disabilities
- There is a need for integrated services beyond just housing

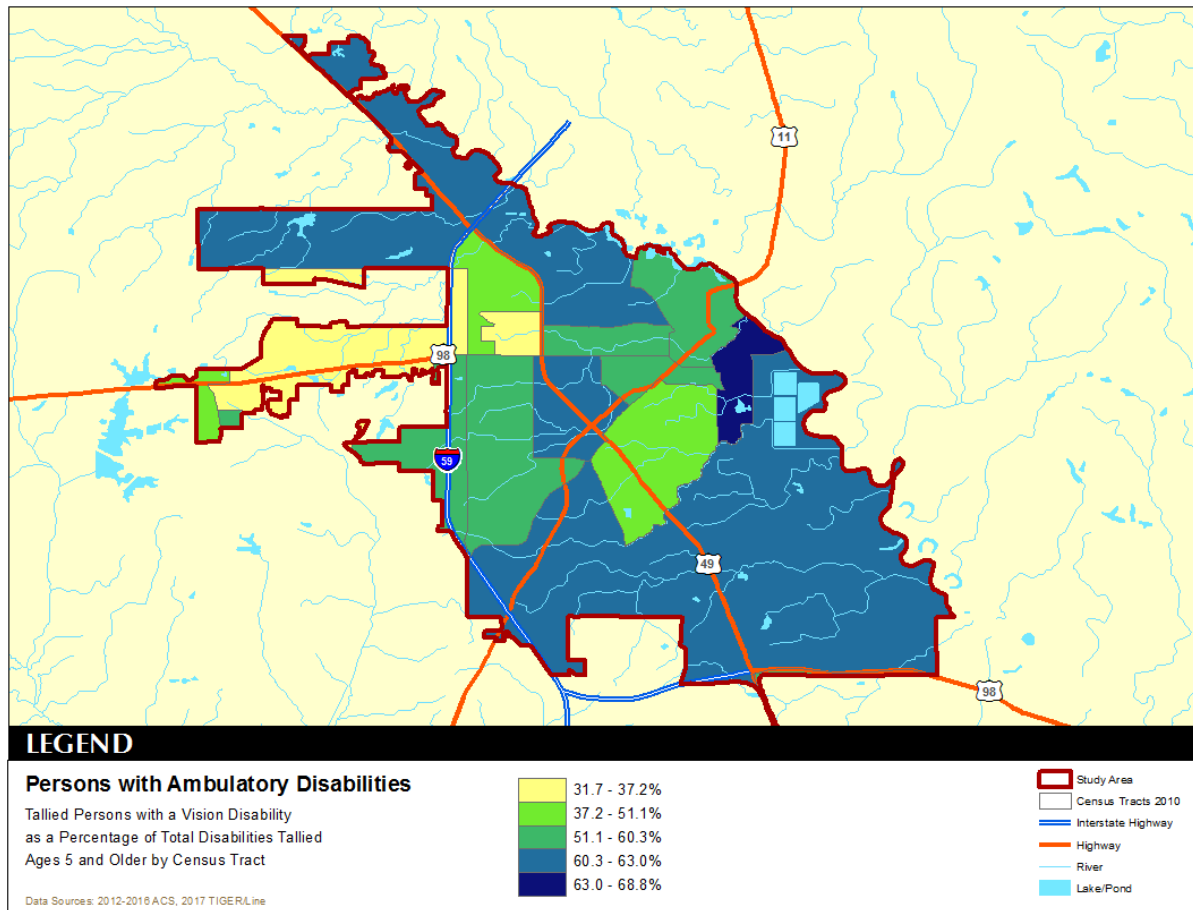
HOUSING ACCESSIBILITY

Accessible housing units are located throughout the area. Some 290 publicly supported housing units are available for households with disabilities, out of 1,707 total publicly supported housing units in Hattiesburg city, according to HUD's AFFH database, are accessible.

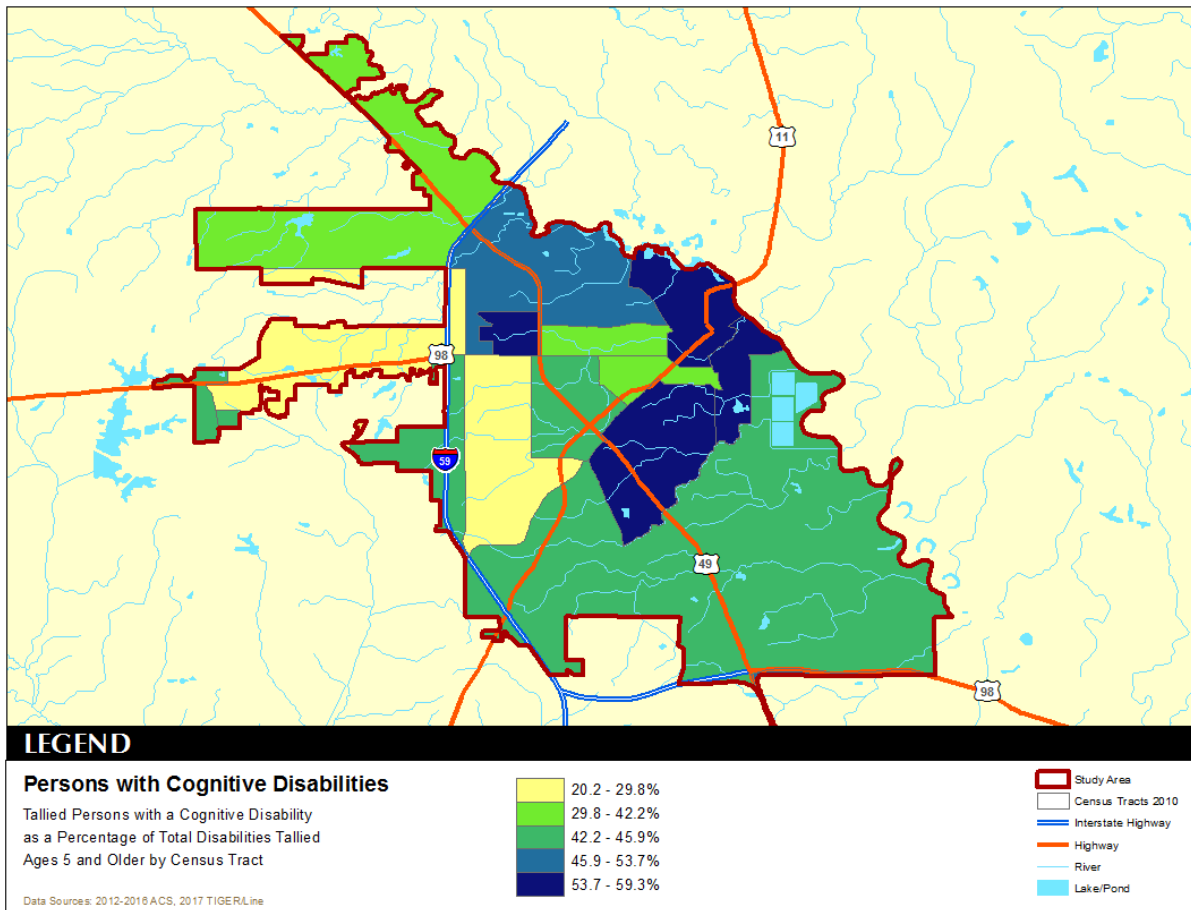
Table IV.73 Residents with Disabilities by Subsidized Housing Type Hattiesburg city HUD AFFH Raw Database		
Program	Total Units	Total Disabled Units
Public Housing	296	56
Project Based Section 8	665	106
Other HUD Multifamily	65	13.0
Housing Choice Vouchers	681	116
Total	1,707	290

The concentrations of persons with various types of disabilities are shown in the following maps. Maps IV.16 through IV.21 show persons with ambulatory disabilities, persons with cognitive disabilities, persons with hearing disabilities, persons with independent living disabilities, persons with self-care disabilities, and persons with vision disabilities.

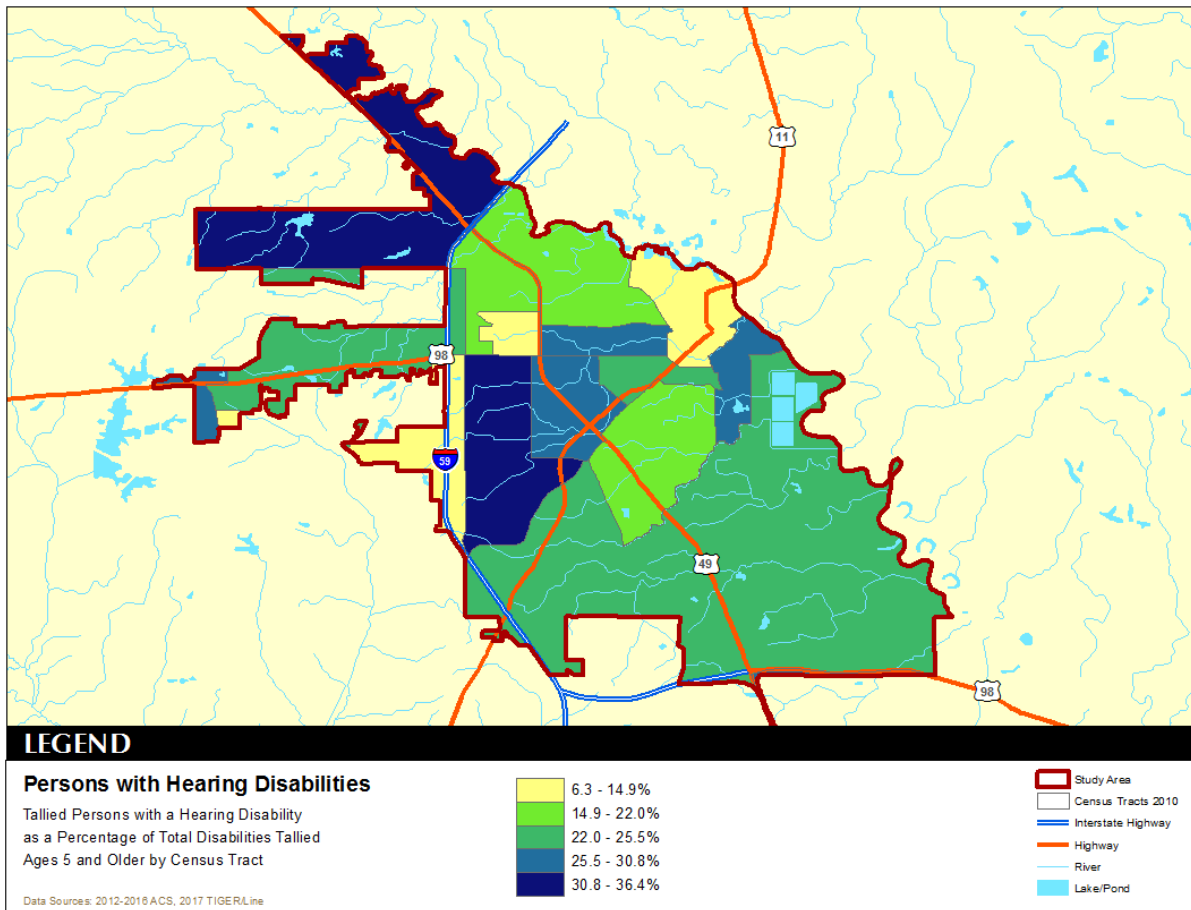
Map IV.16
Persons with Ambulatory Disabilities
 Hattiesburg city
 AFFH Data



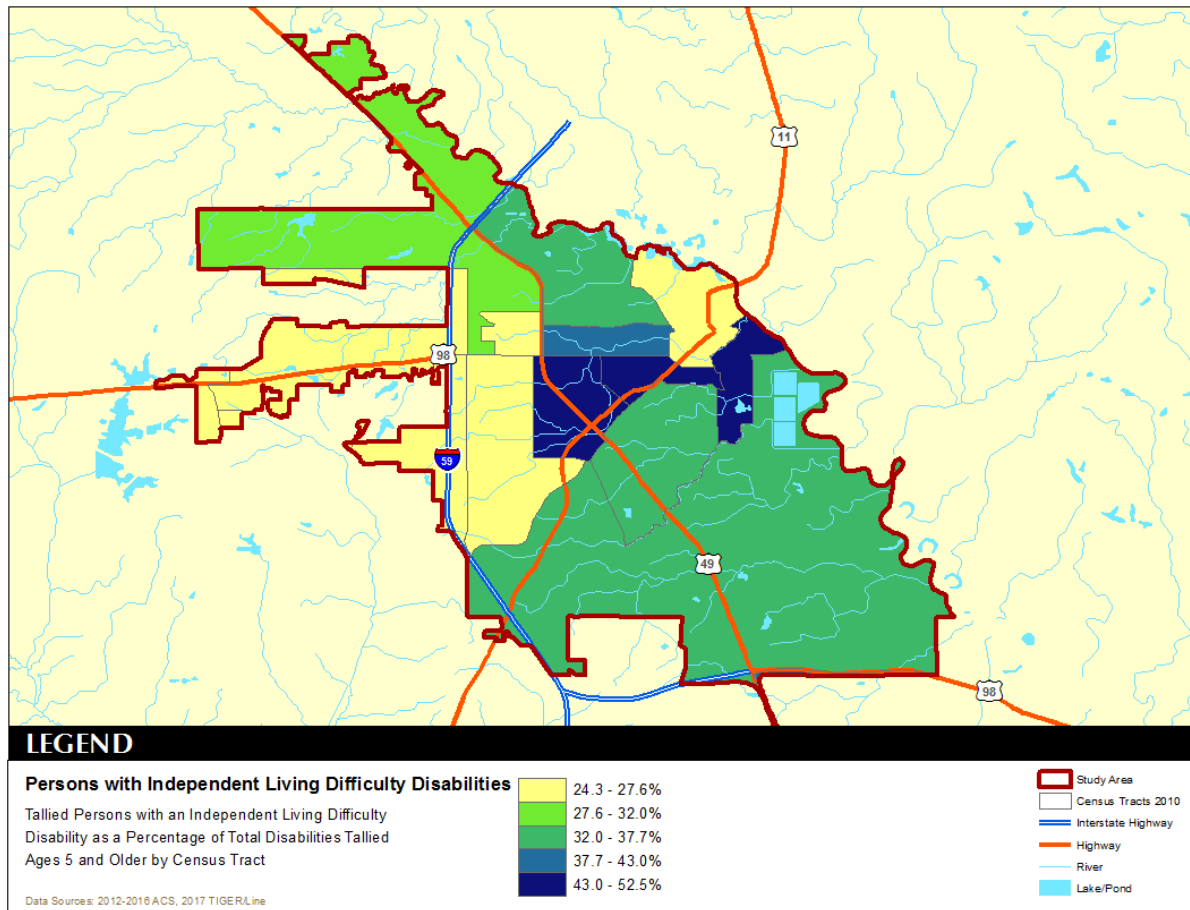
Map IV.17
Persons with Cognitive Disabilities
 Hattiesburg city
 AFFH Data



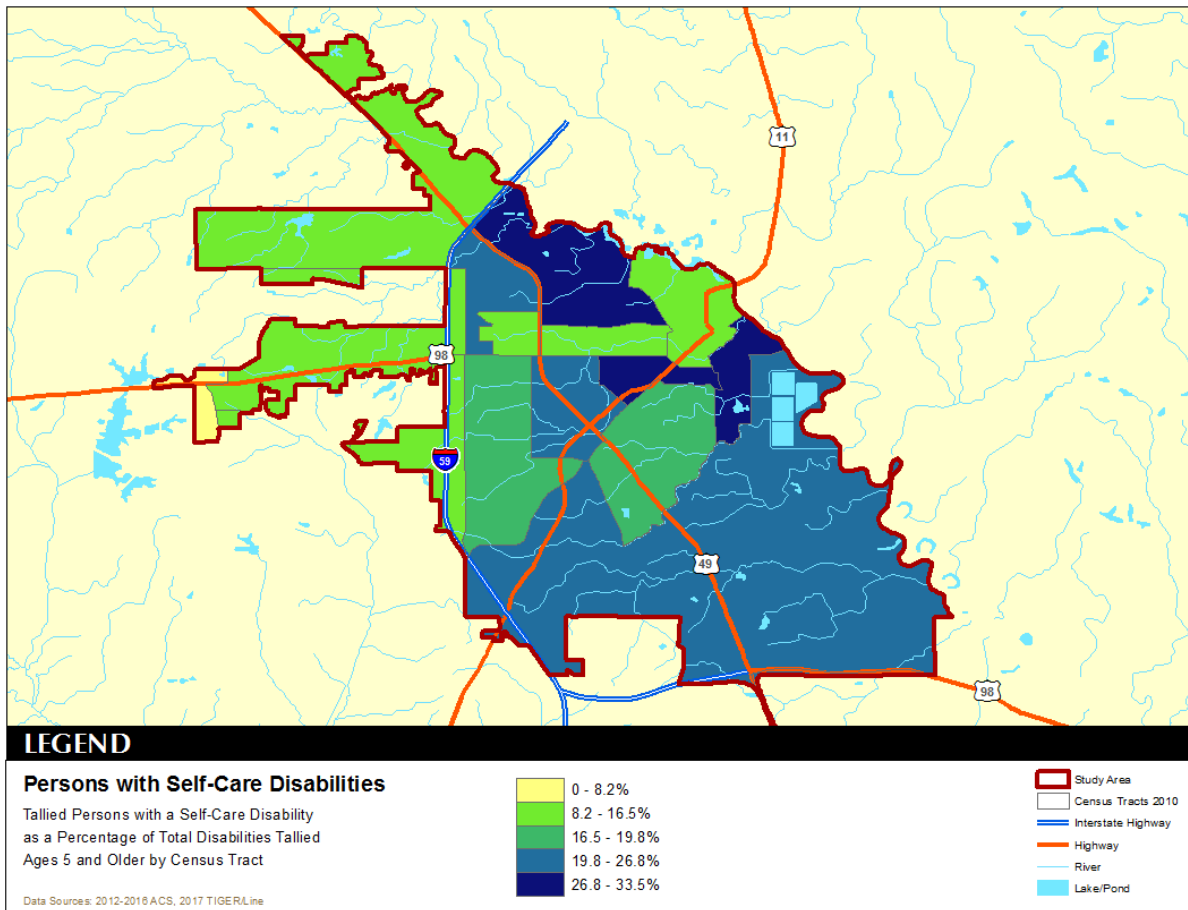
Map IV.18
Persons with Hearing Disabilities
 Hattiesburg city
 AFFH Data



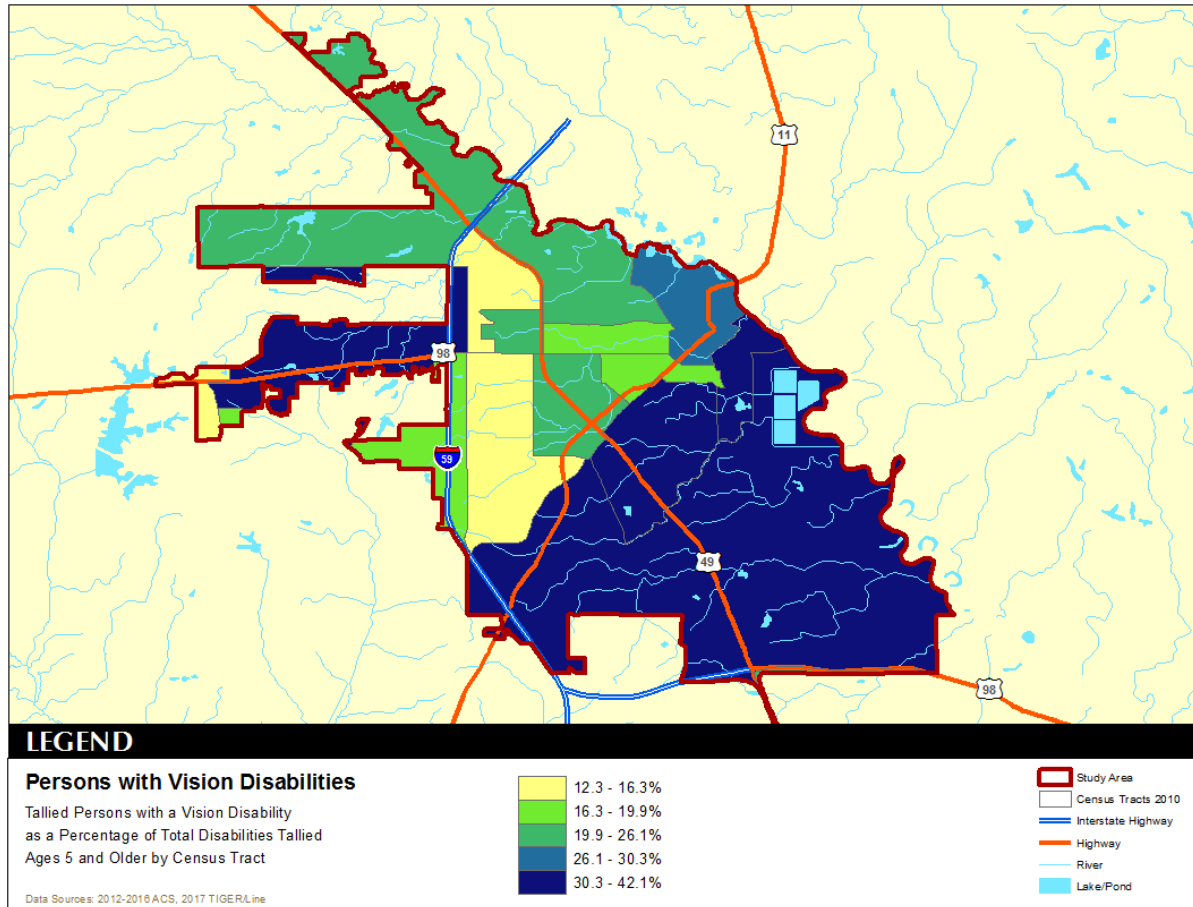
Map IV.19
Persons with Independent Living Disabilities
 Hattiesburg city
 AFFH Data



Map IV.20
Persons with Self Care Disabilities
 Hattiesburg city
 AFFH Data



Map IV.21
Persons with Vision Disabilities
 Hattiesburg city
 AFFH Data



I. FAIR HOUSING ENFORCEMENT, OUTREACH CAPACITY, & RESOURCES

FEDERAL FAIR HOUSING LAWS

Federal laws provide the backbone for U.S. fair housing regulations. While some laws have been previously discussed in this report, a brief list of laws related to fair housing, as defined on the U.S. Department of Housing and Urban Development's (HUD's) website, is presented below:

Fair Housing Act Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and persons securing custody of children under the age of 18), and handicap (disability).⁸

Title VIII was amended in 1988 (effective March 12, 1989) by the *Fair Housing Amendments Act* . . . In connection with prohibitions on discrimination against individuals with disabilities, the Act contains design and construction accessibility provisions for certain new multi-family dwellings developed for first occupancy on or after March 13, 1991.⁹

Title VI of the Civil Rights Act of 1964. Title VI prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance.

Section 504 of the Rehabilitation Act of 1973 Section 504 prohibits discrimination based on disability in any program or activity receiving federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974 Section 109 prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

Title II of the Americans with Disabilities Act of 1990. Title II prohibits discrimination based on disability in programs, services, and activities provided or made available by public entities. HUD enforces Title II when it relates to state and local public housing, housing assistance and housing referrals.

Architectural Barriers Act of 1968 The Architectural Barriers Act requires that buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 be accessible to and useable by handicapped persons.

⁸ "HUD Fair Housing Laws and Presidential Executive Orders."

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws

⁹ "Title VIII: Fair Housing and Equal Opportunity."

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/progdesc/title8

Age Discrimination Act of 1975 The Age Discrimination Act prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

Title IX of the Education Amendments Act of 1972 Title IX prohibits discrimination on the basis of sex in education programs or activities that receive federal financial assistance.¹⁰

STATE AGENCIES

At present there are no governmental agencies at the state level that accept or investigate complaints of unlawful discrimination on behalf of Mississippi residents.

PRIVATE ORGANIZATION

The Mississippi Center for Justice, a public interest law firm, serves residents of Mississippi who believe that they have been subjected to unlawful discrimination in fair housing choice, in addition to working to “promote educational opportunity, protect the rights of consumers, secure access to healthcare, ensure equity in disaster recovery, and put affordable housing within reach of all Mississippians¹¹.” A FHIP grantee, the Center for Justice accepts complaints from Mississippi residents who believe that they have been subjected to unlawful discrimination in housing choice. The Center for Justice has three offices throughout the state, and they may be contacted through the information below. The Center for Justice may also be contacted through an online contact form available at <http://www.mscenterforjustice.org/contact-us>.

Address (Jackson Office):

5 Old River Place, Suite 203 (39202)
P.O. Box 1023 Jackson, MS 39215-1023
Phone: (601) 352-2269
Fax: (601) 352-4769

Address (Biloxi Office)

Division Street
Biloxi, MS 39530-2961
Phone: (228) 435-7284
Fax: (228) 435-7285

Address (Indianola Office)

120 Court Avenue
Indianola, MS 38751
Phone: (662) 887-6570
Fax: (662) 887-6571

¹⁰ “HUD Fair Housing Laws and Presidential Executive Orders.”

¹¹ Mississippi Center for Justice. “Our Work”. Mississippi Center for Justice Website. 3 Jan 2019.
<<http://www.mscenterforjustice.org/our-work/our-work>>

FAIR HOUSING COMPLAINTS

Federal Fair Housing Law prohibits housing discrimination based on race, color, national origin, religion, sex, familial status, or disability. An individual may file a complaint if they feel their rights have been violated. HUD maintains records of complaints that represent potential and actual violations of federal housing law.

Fair Housing and Equal Opportunity (FHEO) begins its complaint investigation process shortly after receiving a complaint. A complaint must be filed within one year of the last date of the alleged discrimination under the Fair Housing Act. Other civil rights authorities allow for complaints to be filed after one year for good cause, but FHEO recommends filing as soon as possible. Generally, FHEO will either investigate the complaint or refer the complaint to another agency to investigate. Throughout the investigation, FHEO will make efforts to help the parties reach an agreement. If the complaint cannot be resolved voluntarily by an agreement, FHEO may issue findings from the investigation. If the investigation shows that the law has been violated, HUD or the Department of Justice may take legal action to enforce the law.

Over the 2008 through 2018 study period, the agency received a total of 6 complaints alleging discrimination in Hattiesburg city. Some 3 of these complaints were on the basis of race, 4 for a disability, 1 for sex, and 0 for familial status.

Table IV.74 Fair Housing Complaints by Basis Hattiesburg city HUD Fair Housing Complaints												
Basis	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Total
Disability	1	1	0	0	0	1	1	0	0	0	0	4
Race	1	0	1	0	0	0	1	0	0	0	0	3
Sex	0	0	0	0	0	0	1	0	0	0	0	1
Total Basis	2	1	1	0	0	1	3	0	0	0	0	8
Total Complaints	1	1	1	0	0	1	2	0	0	0	0	6

As shown in the table below, 4 of those complaints was successfully conciliated or settled, and 2 had no caused determination.

Table IV.75
Fair Housing Complaints by Closure
 Hattiesburg city
 HUD Fair Housing Complaints

Basis	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Total
Conciliation/settlement successful	1	0	1	0	0	1	1	0	0	0	0	4
No cause determination	0	1	0	0	0	0	1	0	0	0	0	2
Total Closures	1	1	1	0	0	1	2	0	0	0	0	6
Total Complaints	1	1	1	0	0	1	2	0	0	0	0	6

Those who file fair housing complaints with the Department of Housing and Urban Development may include more than one discriminatory action, or issue, in those complaints. Fair housing complaints from Hattiesburg city cited 11 issues total. Failure to make reasonable accommodation accounted for 2 and discriminatory terms, conditions, privileges, or services and facilities represented 2.

Table IV.76
Fair Housing Complaints by Issue
 Hattiesburg city
 HUD Fair Housing Complaints

Issue	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Total
Discriminatory terms, conditions, privileges, or services and facilities	0	0	0	0	0	1	2	0	0	0	0	3
Discrimination in terms/conditions/privileges relating to rental	1	0	1	0	0	0	0	0	0	0	0	2
Failure to make reasonable accommodation	0	1	0	0	0	1	0	0	0	0	0	2
Otherwise deny or make housing unavailable	0	0	0	0	0	1	1	0	0	0	0	2
Discriminatory advertising, statements and notices	0	0	0	0	0	0	1	0	0	0	0	1
Discriminatory refusal to rent and negotiate for rental	0	0	1	0	0	0	0	0	0	0	0	1
Total Issues	1	1	2	0	0	3	4	0	0	0	0	11
Total Complaints	1	1	1	0	0	1	2	0	0	0	0	6

Fair Housing Complaints Found With Cause

The table below shows fair housing complaints in Hattiesburg city found with causes by basis. Some 4 complaints were found to have cause. Of these, 2 were on the basis of disability, 3 on the basis of race, and 0 on the basis of familial status.

Table IV.77 Fair Housing Complaints by Basis Hattiesburg city HUD Fair Housing Complaints												
Basis	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Total
Race	1	0	1	0	0	0	1	0	0	0	0	3
Disability	1	0	0	0	0	1	0	0	0	0	0	2
Sex	0	0	0	0	0	0	1	0	0	0	0	1
Total Basis	2	0	1	0	0	1	2	0	0	0	0	6
Total Complaints Found with Cause	1	0	1	0	0	1	1	0	0	0	0	4

Fair Housing complaints with cause by issue are shown in the table of the following page. For the 4 total complaints with cause, there were a total of 8 issues. Failure to make reasonable accommodation accounted for 1 issues, and discriminatory terms, conditions, privileges, or services and facilities, accounting for 2.

Table IV.78 Fair Housing Complaints by Issue Hattiesburg city HUD Fair Housing Complaints												
Issue	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Total
Discrimination in terms/conditions/privileges relating to rental	1	0	1	0	0	0	0	0	0	0	0	2
Discriminatory terms, conditions, privileges, or services and facilities	0	0	0	0	0	1	1	0	0	0	0	2
Otherwise deny or make housing unavailable	0	0	0	0	0	1	1	0	0	0	0	2
Failure to make reasonable accommodation	0	0	0	0	0	1	0	0	0	0	0	1
Discriminatory refusal to rent and negotiate for rental	0	0	1	0	0	0	0	0	0	0	0	1
Total Issues	1	0	2	0	0	3	2	0	0	0	0	8
Total Complaints Found with Cause	1	0	1	0	0	1	1	0	0	0	0	4

MISSISSIPPI CENTER FOR JUSTICE

The Mississippi Center for Justice was founded in Jackson in 2003 to create a new advocacy capacity that had not existed in the state for several decades: a home-grown, nonprofit legal and policy organization that advances racial and economic justice through systemic change.

The Center is a 501(c)(3) organization with three full-time offices located in the three major regions of Mississippi, one in Jackson (Central), one in Indianola (Delta), and one in Biloxi (Coast). The Center works in coalition with community partners in each of its campaign areas – housing, health, consumer protection, and education – which provides an existing network of partnerships that includes other nonprofit public interest and social justice advocacy groups, community-based organizations, state agencies and social service providers. The Center also works with a broad range of vertical and horizontal partners, including national and regional advocacy organizations, grassroots groups, law firms, and law schools. Since 2006, the Center has engaged over 600 pro bono attorneys in our work from law firms in Mississippi and across the nation. These pro bono partners have donated over 62,000 hours of legal assistance to the Center and our clients. In addition, over 3,000 volunteer law students have traveled to Mississippi to provide onsite assistance to the Center’s clients. Fair Housing advocacy and enforcement is an important component of the Center’s Housing Law Campaign. The Center received FY 2013 and FY2014 grant awards from HUD to support statewide education and outreach to underserved communities regarding their rights under the Fair Housing Act. The Center received FY 2016 and FY 2017 grant awards from HUD to support Fair Housing testing and enforcement activity including the filing of HUD complaints on behalf of individuals alleging discrimination. The FY 2016 project was statewide in scope and the project period was January 1, 2017 to December 31, 2017. The FY 2017 project period is April 1, 2018 to March 31, 2021 and the scope for the first year (2018) is the following counties:

Hancock, Harrison, Jackson, George, Stone, Pearl River, Greene, Perry, Forrest, Lamar, Marion, and Walthall.

The scope for the second year (2019) is expanded to include, in addition to the above:

Pike, Amite, Wilkinson, Adams, Franklin, Lincoln, Lawrence, Jefferson Davis, Covington, Jones and Wayne. The scope for the third year is expanded further to include, in addition to the above: Jefferson, Claiborne, Copiah, Simpson, Smith, Jasper and Clarke.

ENFORCEMENT ACTIVITY

2017-2018

During the 2017-2018 grant term, MCJ referred four (4) complaints to HUD for Enforcement. When expressed by protected class, three HUD complaints alleged discrimination based upon disability; two HUD complaint alleged discrimination based upon race; one HUD complaint alleged discrimination based upon sex; and one HUD complaint alleged discrimination based upon color.

When expressed by market, four HUD complaints alleged discrimination in the rental market.

When expressed by Respondent, two HUD complaints alleged discrimination by an owner, a manager, and a management company. One HUD complaint alleged discrimination by a manager and owner. One HUD complaint alleged discrimination by a public housing authority.

Table IV.79 2017 HUD Fair Housing Complaints MS Center for Justice Service Area Mississippi Center for Justice					
County	Description	Basis	Market	Respondent	Month
Harrison	Eviction action against tenant alleged to be based upon disability and race. Unequal treatment based upon race and disability.	Race, Disability	Rental	Owner, Manager, Management Company	Sep.
Forrest	Wrongful and retaliatory eviction of security deposit based on disability. Wrongful and retaliatory eviction action based upon disability.	Disability	Rental	Owner, Manager	Dec
Harrison	Difference in treatment with regard to Pet Policy based upon race and color. Plus, retaliation for asserting rights under Fair Housing Act.	Race, Color	Rental	Owner, Manager, Management Company	Dec
Hancock	Housing authority wrongfully terminated housing assistance based upon tenant's sex and disability.	Sex, Disability	Rental	Public Housing Authority	Dec

2018-2019

During the 2018-19 grant term, MCJ referred nine complaints to HUD for Enforcement, as of March 31, 2019. When expressed by protected class, three HUD complaints alleged discrimination based on disability. Four HUD complaints alleged discrimination based on sex. Two HUD complaint alleged discrimination based upon race. One HUD complaint alleged discrimination based upon national origin. One HUD complaint alleged discrimination based upon religion.

When expressed by market, five HUD complaints alleged discrimination in the rental market; three HUD complaints alleged discrimination based upon failure to make reasonable accommodation; one HUD complaints alleged discrimination against a municipality based upon zoning; and one complaint alleged discrimination in the advertising market based upon religious preference.

When expressed by Respondent, four HUD complaints alleged discrimination by an owner, a manager, and a management company. One HUD complaint alleged discrimination by a manager and owner. One HUD complaint alleged discrimination by a municipality. One HUD complaint alleged discrimination by a newspaper.

Table IV.80
2018 HUD Fair Housing Complaints

MS Center for Justice Service Area
Mississippi Center for Justice

County	Description	Basis	Market
Harrison	Landlord refusal to provide paperwork for lease-to-own trailer to transgender tenant.	Sex	Rental
Forrest	Was told his walker puts a bad image on the complex.	Disability	Rental
Harrison	Manager demanded sex for repairs and retaliates by raising rent.	National Origin, Sex	Rental
Jackson	Eviction for having a service animal	Disability	Rental
Harrison	Evicted/Lockout	Disability, Sex	Rental
Hancock	Vet being evicted because of her sex	Sex	Rental
Harrison	City of Gulfport took two of her cars	Race	Zoning
Jackson	Newspaper advertisement restricting housing to "Christians only"	Religion	Advertising
Forrest	African-American couple targeted for lease-to-own scam because of race	Race	Sales

J. PLANNING AND ZONING SURVEY

The Planning and Zoning Survey sought to collect answers to questions regarding local governmental codes or policies and practices that may result in the creation or perpetuation of one or more impediments to fair housing choice.

The survey was intended to help with the analysis of the codes and other issues related to land use and zoning decision-making provided by participating cities of Jackson, Hattiesburg, Biloxi, Moss Point, Pascagoula, and Gulfport. The survey had a particular focus on land use and zoning practices and procedures that can act as barriers to the development of affordable housing.

The survey was intended to help with the analysis of the codes and other issues related to land use and zoning decision-making provided by each of the six participating cities in identifying impediments to fair housing choice, the survey looked to distinguish between regulatory impediments, based on specific code provisions, and practice impediments, which arise from practices or implementing policies used by the jurisdiction.

The following narrative is intended to summarize the key findings of the survey.

In the first two questions, the respondent did not see the code definitions of “family”, “dwelling unit”, or “residential unit” as having a discriminating effect against unrelated individuals with disabilities living together. Four cities did have a definition of dwelling unit and none used the term “for one family.” Additionally, four cities had a definition for the term family with only one mentioning related by blood, marriage, or adoption.” Hattiesburg has a definition for the term disability. Hattiesburg, Jackson, and Biloxi had definitions for the term group home and are permitted in single-family resident areas. Additionally, four of the cities have specific guidelines for the development and encouragement of mixed use housing such as density allowances and non-profits being exempt from certain fees and taxes.

The results of the survey are shown for the City of Hattiesburg on the following page, and summarized below.

The City does have a definition for the term “dwelling unit” and this definition does not include the phrase “for one family,” or mention “family.” The City’s zoning ordinance or codes does have a definition for the term “family,” which includes the phrase “by blood, marriage, or adoption” or “related.”

There are guidelines to encourage mixed-use housing. The City does not have residential occupancy standards. The City does have policies for the provision of housing that creates sustainable, inclusive, and mixed use communities.

The City has a definition for the term “disability,” as well as a definition for the terms “group home” or “group housing.” Group homes are permitted in residential areas.

Table IV.81
Land use, Zoning Regulations, Practices and Procedures That May Act As Barriers to Fair Housing
Hattiesburg
Fair Housing Survey

Housing	Yes	No
A definition for the term "dwelling unit" (or "residential unit")?	1	0
Does the definition of "dwelling unit" or "residential unit" include the phrase "for one family" or mention use by a "family"?	0	1
Does your jurisdiction have, in its zoning ordinance or codes, a definition for the term "family"?	1	0
Does the definition of "family" include the phrase, "related by blood, marriage, or adoption" or "related" in any other traditional sense?	1	0
Does the definition of "family" include a specific limit on the number of persons?	1	0
Guidelines that allow or encourage the development of mixed-use housing, defined as buildings serving as a combination of residential, commercial, office, institutional, or other use?	1	0
Guidelines that encourage the development of affordable housing units, such as inclusionary zoning or connections to funding or tax incentives for affordable housing projects?	0	0
Any complications that may hinder developing low- to moderate-income housing?	0	0
Residential occupancy standards or limits (outside of standard building codes), such as a standard of no more than two persons per bedroom or a limit of five unrelated persons in a single-family home?	0	1
Does the City have any inclusionary policies, which a certain percentage of all new residential buildings meet the visibility/universal design requirements (such as at least one no step entrance, wheelchair	0	0
Does the City have any policies for the provision of housing that creates sustainable, inclusive, and mixed use communities throughout the City?	1	0
Have you noticed any significant changes since the sale or demolition of public housing units in the county?	0	0
Has there been an increase or decrease in the difficulty in moving into assisted housing among protected classes in your city?	0	0
Does your city have any programs to assist residents in relocation during the sale or demolition of public housing units?	0	0
A definition for the term "disability"?	1	0
Development standards for making housing accessible to persons with disabilities (outside standard building codes)?	0	0
Any special (administrative) process by which persons with disabilities can request a variance for reasonable accommodations or modifications to the jurisdiction's policies? (Outside a standard appeals process)	0	0
Standards for the development of senior housing? (Such as housing solely occupied by persons 62 years or older, or where 80% of the units are occupied by persons 55 years or older?)	0	0
Policies that distinguish senior citizen housing from other (multi-family) residential uses, such as lower parking requirements or different allowed zones?	0	0
A definition for the term "group home," "group housing," or similar, regarding housing for any other special needs populations? (such as homeless persons, victims of domestic violence, those recovering from substance abuse, youth in crisis, people living with HIV/AIDS, etc.)	1	0
Are group homes permitted in single-family residential areas?	1	0
Does your jurisdiction have a fair housing ordinance, policy, or regulation?	0	0
Does your jurisdiction have policies or practices for "affirmatively furthering fair housing"?	0	0

K. FAIR HOUSING SURVEY

The Fair Housing survey has a total of 86 responses to date. Some 34 respondents live in single-family homes, another 18 live in 1-4 story apartments, and 0 live in apartments with 5 or more stories.

Table IV.82 Which of the following best describes the type of housing you currently live in? Hattiesburg city Fair Housing Survey	
Housing	Responses
Single-family home (detached)	34
Twin-home or duplex	4
Condo/Townhouse	3
Apartment building with 1-4 stories	18
Apartment building with 5 or more stories	0
Something else, please specify	3
Missing	24
Total	86

As seen in Table IV.83, some 1937 respondents live in public housing, some 2 live in Multi-Family Section 8, and 1 live in Tenant Based Section 8.

Table IV.83 If you live in a subsidized/assisted housing, please indicate what type: Hattiesburg city Fair Housing Survey	
Type	Responses
Public Housing	19
Multi-Family Section 8	2
Tenant Based Section 8	1
Project Based Section 8	1
Other Assisted Housing	3
Don't Know	4
Does Not Apply	31
Other	0
Missing	25
Total	86

Table IV.84 shows how long respondents have lived in their neighborhoods. As seen on the following page, some 13 respondents have lived in their neighborhood for less than 1 year, while 7 respondents have lived in their neighborhood for 11-20 years.

Table IV.84 How long have you lived in your neighborhood? Hattiesburg city Fair Housing Survey	
Time	Responses
Less than 1 year	13
1-5 years	24
6-10 years	6
11-20 years	7
21-30 years	7
More than 30 years	5
Missing	24
Total	86

Table IV.85 shows the most important reasons respondents decided to live in their neighborhood. Some 13 respondents' most important reason was to live near family and friends, some 19 to live close to work, and 24 due to the affordability of housing.

Table IV.85 Which of the following were the most important reasons you decided to live in your neighborhood? (Check all that apply) Hattiesburg city Fair Housing Survey	
Reason	Responses
To live near family and friends	13
To be close to work	19
Accessibility of goods and services, such as neighborhood centers and stores	12
To be near public transportation	0
Physical accessibility of the building	3
Nearby schools for my children/grandchildren	9
Access to job opportunities	1
Safety in the neighborhood	23
Affordability of housing	24
I grew up here	9
No choice/ Nowhere else to go	10

If respondents had a choice to continue to live in their neighborhood, some 41 respondents would, while 15 would not.

Table IV.86 If you had a choice would you continue to live in your city or neighborhood? Hattiesburg city Fair Housing Survey	
Yes/No	Responses
Yes	41
No	15
Not Sure	7
Missing	23
Total	86

The table below shows how respondents rate the different aspects of their neighborhood or housing development. Some 7 respondents would rate cleanliness as excellent, while 7 respondents rate cleanliness as poor. The availability of job opportunities was rated as excellent by 3 respondents and poor by 11 respondents.

Table IV.87 How would you rate each of the following aspects of your neighborhood/housing development? Hattiesburg city Fair Housing Survey								
Aspects	Excellent	Very Good	Good	Fair	Poor	Don't Know	Missing	Total
Cleanliness	7	33	11	1	0	0	34	86
Condition of the buildings (including homes)	9	36	13	5	0	0	23	86
Condition of streets and sidewalks	8	29	19	6	0	0	24	86
Condition of the public spaces	9	36	9	5	2	0	25	86
Schools in the neighborhood	9	34	13	3	3	0	24	86
Access to public transportation	10	18	12	7	15	0	24	86
Availability of quality public housing	6	13	8	10	24	0	25	86
Availability of job opportunities	3	21	14	11	11	0	26	86

Respondents also rated how easy it is to get to a variety of places, including parks, libraries, and grocery stores. While 45 respondents said it would be easy to access supermarkets or grocery stores, some 1 respondents said it would be difficult to access. If the household had a disability, some 8 respondents said it was easy getting around their neighborhood or housing complex, compared to 4 saying it would be difficult.

Table IV.88
Please indicate how easy it would be for you to get to each of the following places?
 Hattiesburg city
 Fair Housing Survey

Place	Easy	Slightly Difficult	Moderately Difficult	Difficult	Don't Know	Missing	Total
Parks, playgrounds or other green spaces	43	9	0	0	2	26	86
Public Libraries	40	10	1	0	2	28	86
Supermarkets or grocery stores	45	10	1	1	2	26	86
Pharmacies	48	6	2	2	1	27	86
Banks and credit unions	44	7	3	3	2	28	86
Churches, mosques, synagogues , or other religious or cultural centers	46	9	1	1	2	26	86
Community center or recreational facilities	37	11	2	2	5	27	86
Places with jobs that I/my household would want to have	31	8	5	5	6	26	86
If household with a disability, ease of getting around your neighborhood/housing complex	8	3	4	4	1	58	86

Some 25 respondents stated that their community needs better jobs and 28 indicated the need for more jobs. Some 22 respondents indicated the need for more affordable housing, while 24 indicated the need for better roads.

Table IV.89
What Does your Community Need Most?
 Hattiesburg city
 Fair Housing Survey

Percent	Responses
Better Jobs	25
More Jobs	28
Better Medical Services	11
Better Housing	16
More Affordable Housing	22
Housing Rehab	12
Better Educational Opportunities	19
Good Grocery Stores	15
Better Roads	24
Better Sidewalks	16
Better Public Safety	16
Water and Sewer Improvements	16
More Services	10
Other, please specify	2

Respondents indicated that 51 percent of funds should be used for housing, 10 percent for community facilities, and 11 percent for infrastructure.

Table IV.90 If you had some money to spend on these activities, what percentage would you spend on: Hattiesburg city Fair Housing Survey	
Percent	Responses
Housing	51
Community Facilities	10
Economic Development	14
Human Services	15
Infrastructure	11
Total	100.0%

CURRENT HOUSING

The fair housing survey also asked questions about the respondents' current housing situation. Some 25 respondents rent from a housing authority, 13 rent from a private landlord, and 20 own.

Table IV.91 Do you currently rent your home, own your home or something else? Hattiesburg city Fair Housing Survey	
Own/Rent	Responses
Rent from the Housing Authority	25
Rent from a private landlord	13
Rent a room	1
Renter: share a room	1
Own	20
Owner: share a room	0
Something else	2
Missing	24
Total	86

Some 32 respondents are satisfied with their current housing situation, while 3 are dissatisfied.

Table IV.92 How Satisfied would you say you are with the quality of the housing you currently live in? Hattiesburg city Fair Housing Survey	
Satisfaction	Responses
Satisfied	32
Somewhat satisfied	19
Somewhat dissatisfied	6
Dissatisfied	3
Don't know	1
Missing	25
Total	86

In the past five years, 7 respondents have had their rent paid by a rental assistance program, as seen in the following table.

Table IV.93 In the past five years has your rent been paid by a rental assistance program? Hattiesburg city Fair Housing Survey	
Own/Rent	Responses
Yes	7
No	45
Don't know	5
Missing	29
Total	86

If respondents answered yes the previous question, some 1 respondents have indicated they have had difficulty using their Section 8 voucher.

Table IV.94 If you answered "Yes" to the above question have you had difficulty using that Section 8 voucher? Hattiesburg city Fair Housing Survey	
Own/Rent	Responses
Yes	1
No	14
Don't know	8
Missing	63
Total	86

During the past three years, some 5 respondents have indicated that their housing costs have increased a lot, and increased somewhat for 24 respondents.

Table IV.95 During the past three years, how have the overall housing costs for your current home changed? Hattiesburg city Fair Housing Survey	
Change in housing cost	Responses
Increased a lot	5
Increased some	24
Stayed about the same	22
Decreased some	1
Decreased a lot	1
Not applicable	7
Missing	26
Total	86

Some 8 respondents have been displaced this year as a renter, and 2 have been displaced as an owner. If respondents had been displaced, some 1 indicated it was due to the property being purchased, and 0 indicated it was due to the property being demolished.

Table IV.96 If you answered “Yes” to the above question was this the result of the property being: Hattiesburg city Fair Housing Survey	
Reason	Responses
Purchased	1
Demolished	0
Improved/renovated	4
Foreclosed	1
Other	5
Missing	75
Total	86

During the past five years, 15 respondents have looked for a new place to rent and 15 have looked for a home to buy.

Table IV.97 During the past five years, have you looked for a new place to live? Hattiesburg city Fair Housing Survey	
Yes/No	Responses
Yes, looked for a home to rent	15
Yes, looked for a home to buy	15
No	23
Don't remember	0
Missing	33
Total	86

If the respondent has looked for a new place to live, some 22 found it difficult to find safe, quality housing that they could afford in a neighborhood they wanted to live in.

Table IV.98 If you answered "Yes" to the above question did you have trouble finding safe, quality housing that you could afford in a neighborhood you would like to live in? Hattiesburg city Fair Housing Survey	
Property	Responses
Yes, looked for a home to rent	22
No	14
Don't remember	3
Missing	47
Total	86

If the respondent could not find safe, affordable housing, they indicated what reasons they thought it was because. The results are shown in the table below.

Table IV.99 If you could not find safe, affordable, quality housing do you think it was because (Check all that apply): Hattiesburg city Fair Housing Survey	
Category	Responses
Race/ethnicity	3
Religion	0
Disability	2
Sexual Orientation	0
Pregnant or having children	0
Sex/Gender	0
Age	1
Marital Status	0
National Origin	0
Ancestry	0
Familial Status	0
Criminal History/Record	1
Source of income	14

If respondents felt they had been discriminated against in their housing access due to any of the following issues, such as race/ethnicity, religion, or disability, they were able to indicate in the survey. The results are shown in the table below.

Table IV.100 Do you believe that you have been discriminated against in your housing because of any of the following (Check all that apply): Hattiesburg city Fair Housing Survey	
Category	Responses
Race/ethnicity	3
Religion	0
Disability	1
Sexual Orientation	0
Pregnant or having children	0
Sex/Gender	0
Age	3
Marital Status	0
National Origin	0
Ancestry	0
Familial Status	0
Criminal History/Record	0
Source of income	5

Some 4 respondents have complained of discrimination by their landlord, and 5 were satisfied with the outcome.

Table IV.101 Fair Housing Complaints Hattiesburg city Fair Housing Survey						
Complaints	Yes	No	Don't Know	Does Not Apply	Missing	Total
If you have ever been discriminated by your landlord, did you complain?	4	15	2	30	35	86
Were you satisfied with the outcome?	5	2	2	41	36	86

If a respondent has filed a fair housing complaint, they were asked to indicate which agency they filed with. The results are shown in the table below.

Table IV.102 If you ever filed a fair housing complaint with an agency which one (Check all that apply): Hattiesburg city Fair Housing Survey	
Complaint Agency	Responses
Gulf Coast Fair Housing Center	1
HEED	3
U.S. Department of Housing and Urban Development (HUD)	4

In the past five years, some 11 respondents have applied for a home loan to purchase a home, refinance, or take equity out of their home. Some 8 respondents indicated that their application was approved.

Table IV.103 Home loan Applications Hattiesburg city Fair Housing Survey							
Applications	Yes	No	Don't Know	Does Not Apply	Other	Missing	Total
During the past five years have you applied for a loan to purchase a home, to refinance your mortgage, or take equity out of your home?	11	27	1	13	.	34	86
Was the application you made during the past five years approved?	8	10	2	25	0	41	86

If the respondent had not been approved for a home loan, some 10 respondents indicated it was due to their income level, and 10 respondents indicated it was due to their credit history or credit scores.

Table IV.104 If you have ever applied for a home loan and your application was NOT approved, which of the following reasons were you given? (Check all that apply): Hattiesburg city Fair Housing Survey	
Reason	Responses
My/our income level	10
The amount I/we had for a down payment	6
How much savings I/we had	3
The value of my property	1
My/our credit history or credit score(s)	10

Respondents indicated which issues limited their housing options. Some 17 indicated what they could afford to pay, and 9 indicated the amount of money they had for the deposit was too low.

Table IV.105 Which of the following issues, if any, limited the housing options you were able to consider (Check all that apply): Hattiesburg city Fair Housing Survey	
Issue	Responses
What I/we could afford to pay our rent or mortgage	17
The amount of money I/we had for deposit is too low	9
Housing large enough for my/our household	3
My/our credit history or credit score	11
Units that accommodate my/our disability (i.e. wheelchair accessible)	2
Not being shown housing in the neighborhood(s) I wanted to move into	1
Concern that I/we would not be welcome in a particular neighborhood(s)	2

ABOUT YOU AND YOUR HOUSEHOLD

Survey respondents were asked a series of questions about their households. The responses to this section are included on the following pages. Some 18 respondents have someone in their household with a disability, and 7 have problems within their home that create any physical/accessibility issues for a member of the household. Some 24 respondents are aware of their right to request from their landlord a change in rules or policies or a physical change to make their home more accessible if necessary due to a disability.

Table IV.106 Disability and Accommodation Hattiesburg city Fair Housing Survey					
Disability & Accommodation Question	Yes	No	Don't Know	Missing	Total
Are you, or someone else in your household, living with a disability?	18	31	2	29	86
Are there any problems within your home that create any physical/accessibility issues for yourself or a family member?	7	37	4	30	86
Are you aware of your right to request from your landlord , a change in rules or policies and your right to request a physical change to your housing to make your home more accessible if necessary due to a disability?	24	8	4	29	86
Have you made a request for reasonable accommodation?	7	26	3	30	86

If the household has made a request for a reasonable accommodation, the respondent indicated what type of accommodation was requested. The results are shown in the table on the following page.

Table IV.107 If you made a request for a reasonable accommodation, what type of accommodation did you request? Hattiesburg city Fair Housing Survey	
Accommodation	Responses
Assistance animal	2
Live in attendant	1
Modification of unit	0
Size of unit	1
Accessibility of unit	1
Change in rent due data	0
Transfer to another unit	2
Parking/parking space related	1
Other	1
Missing	77
Total	86

Some 10 respondents were satisfied with the outcome of their request for accommodation or modification, and 1 were not.

Table IV.108 Where you satisfied with the outcome of your accommodation and/or modification request? Hattiesburg city Fair Housing Survey	
Yes/No	Responses
Yes	10
No	1
Don't know	4
Missing	71
Total	86

The level of education and current employment status for respondents is shown in the following tables.

Table IV.109 What is the highest level of school that you have completed? Hattiesburg city Fair Housing Survey	
Education	Responses
Grade school or some high school	9
High school degree or equivalent	14
Completed vocational/technical school	4
Some college but no degree	13
Bachelor's degree	12
Master's degree or higher	5
Missing	29
Total	86

Table IV.110 Which of the following describes your current status? Hattiesburg city Fair Housing Survey	
Employment	Responses
Employed full-time	27
Employed part-time	3
Unemployed and looking for work	4
Unemployed and not looking for work	0
Unable to work due to a disability	12
Stay-at-home caregiver or parent	2
Retired	5
Student	2
Other	2
Missing	29
Total	86

Some 13 respondents have been homeless. If the respondent has ever been homeless, respondents indicated what led to their homelessness.

Table IV.111 Have you ever been homeless? Hattiesburg city Fair Housing Survey	
Yes/No	Responses
Yes	13
No	40
Don't know	0
Does not apply	2
Missing	31
Total	86

Table IV.112 If you have been homeless, what led to your homelessness? Hattiesburg city Fair Housing Survey	
Reason	Responses
Loss of your job	8
Illness/hospitalization	0
Eviction	1
Jail/prison	2
Substance abuse issue	0
Other	2
Missing	73
Total	86

Some 57 respondents use English as their primary language at home, while 0 respondents use Spanish, and 0 respondents use another language.

Table IV.113 What is the primary language you use at home? Hattiesburg city Fair Housing Survey	
Language	Responses
English	57
Spanish	0
Other	1
Missing	28
Total	86

If respondents requested their lease in their primary language, some 22 respondents indicated they received it.

Table IV.114 If you requested your lease agreement or other important documents in your primary language we they provided? Hattiesburg city Fair Housing Survey	
Yes/No	Responses
Yes	22
No	4
Did not request	27
Missing	33
Total	86

Some 38 respondents have been able to communicate with their landlord, while 38 respondents have not.

Table IV.115 Have you been able to communicate with your landlord? Hattiesburg city Fair Housing Survey	
Yes/No	Responses
Yes	38
No	6
Did not request	2
Missing	40
Total	86

Some 4 respondents are Hispanic and 51 respondents are not. As for race, some 14 respondents are white and 41 are black. These data are shown in the following two tables.

Table IV.116 Do you consider yourself Hispanic, Latino, Latina or of Spanish origin? Hattiesburg city Fair Housing Survey	
Yes/No	Responses
Yes, Hispanic/Latino/Latina, or of Spanish origin	4
No, not of Hispanic/Latino/Latina, or of Spanish	51
Missing	31
Total	86

Some 18 respondents were male and 36 were female.

Table IV.117 What is your Gender? Hattiesburg city Fair Housing Survey	
Gender	Responses
Male	18
Female	36
Missing	29
Total	86

The respondents' household incomes are shown in the following table.

Table IV.118 What was your household income in 2017 Hattiesburg city Fair Housing Survey	
Income	Responses
Less than \$10,000	8
\$10,001 to \$20,000	7
\$20,001 to \$30,000	9
\$30,001 to \$50,000	6
\$30,001 to \$50,000	5
\$50,001 to \$100,000	2
\$100,001 to \$200,000	1
More than \$200,000	0
Missing	48
Total	86

SECTION V. FAIR HOUSING GOALS AND PRIORITIES

Title VIII of the 1968 Civil Rights Act, also known as the Federal Fair Housing Act, made it illegal to discriminate in the buying, selling, or renting of housing based on a person's race, color, religion, or national origin. Sex was added as a protected class in the 1970s. In 1988, the Fair Housing Amendments Act added familial status and disability to the list, making a total of seven federally protected characteristics. Federal fair housing statutes are largely covered by the following:

1. The Fair Housing Act,
2. The Housing Amendments Act, and
3. The Americans with Disabilities Act.

The purpose of fair housing law is to protect a person's right to own, sell, purchase, or rent housing of his or her choice without fear of unlawful discrimination. The goal of fair housing law is to allow everyone equal opportunity to access housing.

ASSESSING FAIR HOUSING

Provisions to affirmatively further fair housing are long-standing components of the U.S. Department of Housing and Urban Development's (HUD's) housing and community development programs. These provisions come from Section 808(e) (5) of the federal Fair Housing Act, which requires that the Secretary of HUD administer federal housing and urban development programs in a manner that affirmatively furthers fair housing.

In 1994, HUD published a rule consolidating plans for housing and community development programs into a single planning process. This action grouped the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Emergency Shelter Grants (ESG)¹², and Housing Opportunities for Persons with AIDS (HOPWA) programs into the Consolidated Plan for Housing and Community Development, which then created a single application cycle. As a part of the consolidated planning process, and entitlement communities that receive such funds from HUD are required to submit to HUD certification that they are affirmatively furthering fair housing (AFFH). This was described in the Analysis of Impediments to Fair Housing Choice and a Fair Housing Planning Guide offering methods to conduct such a study was released in March of 1993.

In 2015, HUD released a new AFFH rule, which gave a format, a review process, and content requirements for the newly named "Assessment of Fair Housing", or AFH. The assessment would now include an evaluation of equity, the distribution of community assets, and access to opportunity within the community, particularly as it relates to concentrations of poverty among minority racial and ethnic populations. Areas of opportunity are physical places, areas within communities that provide things one needs to thrive, including quality employment, high performing schools, affordable housing, efficient public transportation, safe streets, essential services, adequate parks, and full-service grocery stores. Areas lacking opportunity, then, have the opposite of these attributes.

The AFH would also include measures of segregation and integration and provide some historical context about how such concentrations became part of the community's legacy.

¹² The Emergency Shelter Grants program was renamed the Emergency Solutions Grants program in 2011.

Together, these considerations were then intended to better inform public investment decisions that would lead to amelioration or elimination of such segregation, enhancing access to opportunity, promoting equity, and hence housing choice. Equitable development requires thinking about equity impacts at the front end, prior to the investment occurring. That thinking involves analysis of economic, demographic, and market data to evaluate current issues for citizens who may have previously been marginalized from the community planning process. All this would be completed by using an on-line Assessment Tool.

However, on January 5, 2018, HUD issued a notice that extended the deadline for submission of an AFH by local government consolidated plan program participants to their next AFH submission date that falls after October 31, 2020. Then, on May 18, 2018, HUD released three notices regarding the AFFH; one eliminated the January 5, 2018, guidance; a second withdrew the on-line Assessment Tool for local government program participants; and, the third noted that the AFFH certification remains in place. HUD went on to say that the AFFH databases and the AFFH Assessment Tool guide would remain available for the AI; and, encouraged jurisdictions to use them, if so desired.

Hence, the AI process involves a thorough examination of a variety of sources related to housing, the fair housing delivery system, housing transactions, locations of public housing authorities, areas having racial and ethnic concentrations of poverty and access to opportunity. The development of an AI also includes public input, and interviews with stakeholders, public meetings to collect input from citizens and interested parties, distribution of draft reports for citizen review, and formal presentations of findings and impediments, along with actions to overcome the identified fair housing issues/impediments.

In accordance with the applicable statutes and regulations governing the Consolidated Plan, the City of Hattiesburg certifies that they will affirmatively further fair housing, by taking appropriate actions to overcome the effects of any impediments identified in the Analysis of Impediments to Fair Housing Choice, and maintaining records that reflect the analysis and actions taken in this regard.

OVERVIEW OF FINDINGS

As a result of detailed demographic, economic, and housing analysis, along with a range of activities designed to foster public involvement and the City of Hattiesburg has identified a series of fair housing issues/impediments, and other contributing factors that contribute to the creation or persistence of those issues.

Table V.1, on the following page, provides a list of the contributing factors that have been identified as causing these fair housing issues/impediments and prioritizes them according to the following criteria:

1. High: Factors that have a direct and substantial impact on fair housing choice
2. Medium: Factors that have a less direct impact on fair housing choice, or that the City of Hattiesburg has limited authority to mandate change.
3. Low: Factors that have a slight or largely indirect impact on fair housing choice, or that the City of Hattiesburg has limited capacity to address.

Table V.1 Contributing Factors		
Contributing Factors	Priority	Justification
Discriminatory patterns in lending	Low	Minority households tend to have higher rates of mortgage denials than white households, as seen in 2008-2016 HMDA data.
Failure to make reasonable accommodation	Low	HUD Fair Housing Complaint data suggests that failure to make reasonable accommodation was the most cited issue for complaints statewide.
Lack of access to housing for homeless and released from incarceration	Low	Public input and the homeless and vulnerable population analysis revealed that homeless, persons recently released from incarceration, and transition-age foster youth have limited access to housing option throughout the State.
Lack of access to independence for persons with disabilities	High	Public input, the Disability and Access workgroup, and the Disability and Access Analysis revealed that households with disabilities have limited access to options that increase their independence.
Lack of opportunities for persons to obtain housing in higher opportunity areas	Low	Access to higher opportunity areas is limited for many households due to income, transportation, and a variety of factors.
Moderate to high levels of segregation	Low	The dissimilarity index shows a moderate to high level of segregation for minority households.
Moderate to high concentrations of poverty	Medium	Concentrations of poverty, as demonstrated by R/ECAPs in the area, continue to be a contributing factor in accessing fair housing.
Lack of resources	Low	Lack of resources continues to be a high rated contributing factor, as noted by Stakeholder Consultation meetings and public input.
Insufficient affordable housing in a range of unit sizes	Low	The prevalence of cost burden, especially for lower income households, demonstrates the continued need for affordable housing options in a range of unit sizes.
Insufficient accessible affordable housing	Low	The Disability and Access workgroup and Disability and Access analysis, coupled with a high disability rate particularly for the elderly population, demonstrated a lack of accessible affordable housing to meet current and future demand.
Lack of fair housing structure	High	Fair housing survey results and public input indicated a lack of fair housing structure.
Insufficient fair housing education	Medium	Fair housing survey results and public input indicated a continued need for fair housing education.
Insufficient understanding of credit	Medium	Fair housing survey results and public input indicated an insufficient understanding of credit.

ADDITIONAL FINDINGS

In addition to the table above, there are several significant findings or conclusions summarized here. Black households have a moderate level of segregation. Other racial groups also have a moderate to high level of segregation, but these households represent a small proportion of the population. There are four (4) R/ECAPs in Hattiesburg currently. Black and Hispanic households have lower access to low poverty areas, school proficiency, labor market engagement, and job proximity. Publicly supported housing units tend to be located in R/ECAPs.

FAIR HOUSING ISSUES, CONTRIBUTING FACTORS, AND PROPOSED ACHIEVEMENTS

The Table V.2, on the following page, summarizes the fair housing issues/impediments and contributing factors. It includes metrics and milestones and a timeframe for achievements.

Table V.2 Fair Housing Issues, Contributing Factors, and Recommended Actions			
Fair Housing Issues/ Impediments	Contributing Factors	Recommended Actions to be Taken	Responsible Agency
Segregation	Moderate to high levels of segregation	Continue to identify institutional barriers to affordable housing options, such as density maximums and lot size requirements. Make appropriate amendments, if necessary	City of Hattiesburg
Disparities in Access to Opportunity	Discriminatory patterns in lending Discriminatory terms/conditions Lack of access to independence for persons with disabilities Lack of opportunities for persons to obtain housing in higher opportunity areas	Continue to work with the city's transit system to review the demand for and effectiveness of its paratransit service and the potential resources for other specialized services that might be of particular benefit to persons in R/ECAPs Incorporate into the city's annual Disability Awareness day a focus on mobility – both for those that have mobility challenges and for those that do not in order to increase awareness. Keep record of workshop. Continue to work with outside agencies such as the Housing Roundtable and/or Community Action Agency to identify and promote referrals to programs such as computer classes/labs, afterschool programs for youth, financial literacy, nutrition workshops, and enrichment activities	City of Hattiesburg
R/ECAPs	Moderate to high levels of segregation Moderate to high concentrations of poverty	Continue to identify institutional barriers to affordable housing options, such as density maximums and lot size requirements. Make appropriate amendments, if necessary	City of Hattiesburg
Disproportionate Housing Needs	Insufficient affordable housing in a range of unit sizes Discriminatory patterns in lending Lack of Resources	Administer 8 Rehabilitation and/or Repair projects for single-family homeowners annually as funding and Annual Action Plans allow Consider grant opportunities outside of HOME and CDBG that may enable resources to go further, and pursue as appropriate	City of Hattiesburg

Disability and Access	Insufficient accessible affordable housing	Encourage the creation of accessible units beyond the bare minimum code requirement in new and renovated housing developments	City of Hattiesburg
Fair Housing Enforcement and Outreach	Lack of fair housing structure	Promote fair housing education in conjunction with Fair Housing Month each year.	City of Hattiesburg
	Insufficient fair housing education	Promote outreach and education related to credit for prospective homebuyers.	
	Insufficient understanding of credit	Promote enhanced financial literacy through opportunities that may be afforded by partner agencies	

SECTION VI. APPENDICES

A. ADDITIONAL PLAN DATA

Table VI.1 Loan Applications by Selected Action Taken by Race/Ethnicity of Applicant Hattiesburg city 2008–2017 HMDA Data												
Race		2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	Total
American Indian	Originated	0.0	1.0	0.0	0.0	1.0	1.0	0.0	0.0	0.0	0.0	3.0
	Denied	0.0	0.0	1.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	3.0
	Denial Rate	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	50.0%
Asian	Originated	1.0	0.0	1.0	0.0	0.0	0.0	2.0	3.0	3.0	3.0	13
	Denied	0.0	0.0	1.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	2.0
	Denial Rate	0.0%	0.0%	50.0%	0.0%	0.0%	0.0%	0.0%	25.0%	0.0%	0.0%	13.3%
Black	Originated	40	23	29	19	12	18	25	30	49	38	283
	Denied	28	16	11.0	16.0	8.0	16	19.0	20	17	17	168
	Denial Rate	41.2%	41.0%	27.5%	45.7%	40.0%	47.1%	43.2%	40.0%	25.8%	30.9%	37.3%
Pacific Islander	Originated	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Denied	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0
	Denial Rate	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
White	Originated	186	142	117	100	127	114	120	126	177	165	1,374
	Denied	27	15	22	7	9	19	16	18	17	18	168
	Denial Rate	12.7%	9.6%	15.8%	6.5%	6.6%	14.3%	36.4%	12.5%	8.8%	9.8%	10.9%
Not Available	Originated	3.0	5.0	3.0	6.0	1.0	5.0	7.0	7.0	9.0	7.0	53
	Denied	6.0	3.0	4.0	4.0	2.0	3.0	4.0	3.0	3.0	4.0	36
	Denial Rate	66.7%	37.5%	57.1%	40.0%	66.7%	37.5%	36.4%	30.0%	25.0%	36.4%	40.4%
Not Applicable	Originated	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0
	Denied	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Denial Rate	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total	Originated	231	171	150	125	141	138	154	166	238	213	1,727
	Denied	62	34	39	27	19	38	39	44	37	39	378
	Denial Rate	21.2%	16.6%	20.6%	17.8%	11.9%	21.6%	20.2%	21.0%	13.5%	15.5%	18.0%
Hispanic	Originated	1.0	4.0	2.0	2.0	1.0	1.0	0.0	4.0	4.0	3.0	22
	Denied	1.0	1.0	2.0	1.0	0.0	0.0	0.0	4.0	1.0	1.0	11.0
	Denial Rate	50.0%	20.0%	50.0%	33.3%	0.0%	0.0%	0.0%	50.0%	20.0%	25.0%	33.3%
Non-Hispanic	Originated	227	164	145	118	138	132	146	154	226	205	1,655
	Denied	56	30	33	22	16	35	34	37	33	35	331
	Denial Rate	19.8%	15.5%	18.5%	15.7%	10.4%	21.0%	18.9%	19.4%	12.7%	14.6%	16.7%

Table VI.2
Loan Applications by Reason for Denial by Race/Ethnicity of Applicant
 Hattiesburg city
 2008–2017 HMDA Data

Denial Reason	American Indian	Asian	Black	Pacific Islander	White	Not Available	Not Applicable	Total	Hispanic (Ethnicity)
Debt-to-Income Ratio	1.0	1.0	29	0.0	34	5.0	0.0	70	1.0
Employment History	0.0	0.0	1.0	0.0	1.0	0.0	0.0	2.0	0.0
Credit History	2.0	1.0	67	0.0	40	5.0	0.0	115	2.0
Collateral	0.0	0.0	9.0	0.0	18	2.0	0.0	29	0.0
Insufficient Cash	0.0	0.0	6.0	0.0	7.0	2.0	0.0	15.0	0.0
Unverifiable Information	0.0	0.0	3.0	0.0	1.0	4.0	0.0	8.0	0.0
Credit Application Incomplete	0.0	0.0	5.0	0.0	6	7.0	0.0	18	0.0
Mortgage Insurance Denied	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Other	0.0	0.0	6.0	0.0	7.0	4.0	0.0	17	0.0
Missing	0.0	0.0	42	1.0	54	7.0	0.0	104	8.0
Total	3.0	2.0	168	1.0	168	36	0.0	378	3.0
% Missing	0.0%	0.0%	25.0%	100.0%	32.1%	19.4%	0.0%	27.5%	8.0%

Table VI.3
Denial Rates by Gender of Applicant
 Hattiesburg city
 2008–2017 HMDA Data

Year	Male	Female	Not Available	Not Applicable	Average
2008	17.9%	24.6%	60.0%	0.0%	21.2%
2009	18.5%	13.4%	25.0%	0.0%	16.6%
2010	19.1%	21.1%	66.7%	0.0%	20.6%
2011	15.1%	22.2%	20.0%	0.0%	17.8%
2012	10.6%	11.1%	100.0%	0.0%	11.9%
2013	22.9%	18.9%	33.3%	0.0%	21.6%
2014	17.6%	23.1%	28.6%	0.0%	20.2%
2015	17.3%	27.7%	33.3%	0.0%	21.0%
2016	11.8%	16.8%	0.0%	0.0%	13.5%
2017	12.4%	17.6%	50.0%	0.0%	15.5%
Average	16.1%	19.7%	35.3%	0.0%	18.0%

Table VI.4
Loan Applications by Selected Action Taken by Gender of Applicant

Hattiesburg city
 2008–2017 HMDA Data

Gender		2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	Total
Male	Originated	142	97	89	79	93	74	89	115	142	120	1,040
	Denied	31	22	21	14	11	22	19	24	19	17	200
	Denial Rate	17.9%	18.5%	19.1%	15.1%	10.6%	22.9%	17.6%	17.3%	11.8%	12.4%	16.1%
Female	Originated	86	71	60	42	48	60	60	47	89	89	652
	Denied	28	11	16	12	6	14	18.0	18	18	19	160
	Denial Rate	24.6%	13.4%	21.1%	22.2%	11.1%	18.9%	23.1%	27.7%	16.8%	17.6%	19.7%
Not Available	Originated	2.0	3.0	1.0	4.0	0.0	4.0	5.0	4.0	7.0	3.0	33
	Denied	3.0	1.0	2.0	1.0	2.0	2.0	2.0	2.0	0.0	3.0	18
	Denial Rate	60.0%	25.0%	66.7%	20.0%	100.0%	33.3%	28.6%	33.3%	0.0%	50.0%	35.3%
Not Applicable	Originated	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	2.0
	Denied	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Denial Rate	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total	Originated	231	171	150	125	141	138	154	166	238	213	1,727
	Denied	62	34	39	27	19	38	39	44	37	39	378
	Denial Rate	21.2%	16.6%	20.6%	17.8%	11.9%	21.6%	20.2%	21.0%	13.5%	15.5%	18.0%

Table VI.5
Denial Rates by Income of Applicant

Hattiesburg city
 2008–2017 HMDA Data

Income	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	Total
\$30,000 or Below	37.0%	24.4%	21.4%	31.0%	25.9%	59.3%	38.5%	41.9%	22.5%	36.4%	33.4%
\$30,001–\$50,000	21.2%	23.7%	26.8%	19.1%	14.3%	24.4%	20.8%	22.2%	15.0%	16.2%	20.3%
\$50,001–\$75,000	19.2%	9.3%	22.9%	14.8%	5.9%	10.0%	14.3%	21.1%	15.1%	8.6%	13.8%
\$75,001–\$100,000	18.2%	15.0%	17.2%	11.1%	0.0%	12.5%	20.0%	6.7%	9.1%	8.0%	12.0%
\$100,001–\$150,000	0.0%	9.1%	0.0%	20.0%	13.6%	9.1%	12.5%	13.6%	5.4%	3.7%	8.4%
Above \$150,000	0.0%	0.0%	8.3%	0.0%	5.9%	9.1%	5.3%	5.6%	8.3%	11.1%	6.4%
Data Missing	33.3%	0.0%	50.0%	0.0%	0.0%	20.0%	0.0%	0.0%	12.5%	33.3%	16.7%
Total	21.2%	16.6%	20.6%	17.8%	11.9%	21.6%	20.2%	21.0%	13.5%	15.5%	18.0%

Table VI.6
Loan Applications by Income of Applicant: Originated and Denied
 Hattiesburg city
 2008–2017 HMDA Data

Income		2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	Total
\$30,000 or Below	Loan Originated	34	31	33	20	20	11	24	25	31	28	257
	Application Denied	20	10	9	9.0	7.0	16.0	15.0	18.0	9.0	16.0	129
	Denial Rate	37.0%	24.4%	21.4%	31.0%	25.9%	59.3%	38.5%	41.9%	22.5%	36.4%	33.4%
\$30,001 –\$50,000	Loan Originated	93	45	41	38	36	34	38	42	68	57	492
	Application Denied	25	14	15	9.0	6.0	11	10.0	12.0	12	11	125
	Denial Rate	21.2%	23.7%	26.8%	19.1%	14.3%	24.4%	20.8%	22.2%	15.0%	16.2%	20.3%
\$50,001 –\$75,000	Loan Originated	42	49	27	23	32	45	36	30	45	53	382
	Application Denied	10.0	5.0	8.0	4.0	2.0	5.0	6.0	8.0	8.0	5.0	61
	Denial Rate	19.2%	9.3%	22.9%	14.8%	5.9%	10.0%	14.3%	21.1%	15.1%	8.6%	13.8%
\$75,001 – \$100,000	Loan Originated	27	17	24	16	18	14	16	28	30	23	213
	Application Denied	6.0	3.0	5.0	2.0	0.0	2.0	4.0	2.0	3.0	2.0	29
	Denial Rate	18.2%	15.0%	17.2%	11.1%	0.0%	12.5%	20.0%	6.7%	9.1%	8.0%	12.0%
\$100,001 –\$150,000	Loan Originated	21	20	13	12	19	10	21	19	35	26	196
	Application Denied	0.0	2.0	0.0	3.0	3.0	1.0	3.0	3.0	2.0	1.0	18
	Denial Rate	0.0%	9.1%	0.0%	20.0%	13.6%	9.1%	12.5%	13.6%	5.4%	3.7%	8.4%
Above \$150,000	Loan Originated	12.0	9.0	11.0	13.0	16.0	20	18	17	22	24	162
	Application Denied	0.0	0.0	1.0	0.0	1.0	2.0	1.0	1.0	2.0	3.0	11
	Denial Rate	0.0%	0.0%	8.3%	0.0%	5.9%	9.1%	5.3%	5.6%	8.3%	11.1%	6.4%
Data Missing	Loan Originated	2.0	0.0	1.0	3.0	0.0	4.0	1.0	5.0	7.0	2.0	25
	Application Denied	1.0	0.0	1.0	0.0	0.0	1.0	0.0	0.0	1.0	1.0	5.0
	Denial Rate	33.3%	0.0%	50.0%	0.0%	0.0%	20.0%	0.0%	0.0%	12.5%	33.3%	16.7%
Total	Loan Originated	231	171	150	125	141	138	154	166	238	213	1,727
	Application Denied	62	34	39	27	19	38	39	44	37	39	378
	Denial Rate	21.2%	16.6%	20.6%	17.8%	11.9%	21.6%	20.2%	21.0%	13.5%	15.5%	18.0%

Table VI.7 Denial Rates of Loans by Race/Ethnicity and Income of Applicant Hattiesburg city 2008–2017 HMDA Data								
Race	\$30,000 or Below	\$30,001 – \$50,000	\$50,001 –\$75,000	\$75,001 –\$100,000	\$100,001 –\$150,000	> \$150,000	Data Missing	Average
American Indian	100.0%	50.0%	0.0%	0.0%	0.0%	100.0%	0.0%	50.0%
Asian	0.0%	0.0%	20.0%	50.0%	0.0%	0.0%	0.0%	13.3%
Black	42.3%	37.0%	30.9%	34.5%	36.4%	14.3%	50.0%	37.3%
Pacific Islander	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
White	24.8%	11.9%	8.7%	7.3%	5.8%	4.4%	16.0%	10.9%
Not Available	56.2%	48.1%	38.5%	22.2%	27.3%	66.7%	0.0%	40.4%
Not Applicable	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Average	33.4%	20.3	13.8%	12.0%	8.4%	6.4%	16.7%	18.0%
Non-Hispanic	50.0%	33.3	33.3%	0.0%	0.0%	33.3%	100.0%	33.3%
Hispanic	32.4%	18.4	12.9%	11.2%	7.5%	4.8%	15.4%	16.7%

Table VI.8
Loan Applications by Income and Race/Ethnicity of Applicant: Originated and Denied
Hattiesburg city
2008–2017 HMDA Data

Race		\$30,000 or Below	\$30,001 – \$50,000	\$50,001 – \$75,000	\$75,001 – \$100,000	\$100,001 – \$150,000	> \$150,000	Data Missing	Total
American Indian	Loan Originated	0.0	1.0	0.0	0.0	1.0	0.0	1.0	3.0
	Application Denied	1.0	1.0	0.0	0.0	0.0	1.0	0.0	3.0
	Denial Rate	100.0%	50.0%	0.0%	0.0%	0.0%	100.0%	0.0%	50.0%
Asian	Loan Originated	2.0	2.0	4.0	1.0	2.0	2.0	0.0	13
	Application Denied	0.0	0.0	1.0	1.0	0.0	0.0	0.0	2.0
	Denial Rate	0.0%	0.0%	20.0%	50.0%	0.0%	0.05	0.0%	13.3%
Black	Loan Originated	90	104	56	19	7	6.0	1.0	283
	Application Denied	66	61	25	10.0	4.0	1.0	1.0	168
	Denial Rate	42.3%	37.0%	30.9%	34.5%	36.4%	14.3%	50.0%	100.0%
Pacific Islander	Loan Originated	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Application Denied	1.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0
	Denial Rate	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
White	Loan Originated	158	371	314	179	178	153	21	1,374
	Application Denied	52	50	30	14	11	7.0	4.0	168
	Denial Rate	24.8%	11.9%	8.7%	7.3%	5.8%	4.4%	16.0%	10.9%
Not Available	Loan Originated	7.0	14	8	14.0	8.0	1.0	1.0	53
	Application Denied	9.0	13.0	5.0	4.0	3.0	2.0	0.0	36
	Denial Rate	56.2%	48.1%	38.5%	22.2%	27.3%	66.7%	0.0%	40.4%
Not Applicable	Loan Originated	0.0	0.0	0.0	0.0	0.0	0.0	1.0	1.0
	Application Denied	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Denial Rate	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total	Loan Originated	257	492	382	213	196	162	25	1,727
	Application Denied	129	125	61	29	18	11	5.0	378
	Denial Rate	33.4%	20.3%	13.8%	12.0%	8.4%	6.4%	16.7	18.0%
Hispanic	Loan Originated	3.0	8	4.0	2.0	3.0	2.0	0.0	22
	Application Denied	3.0	4.0	2.0	0.0	0.0	1.0	1.0	11.0
	Denial Rate	50.0%	33.3%	33.3%	0.0%	0.0%	33.3%	100.0%	33.3%
Non-Hispanic	Loan Originated	246	471	371	199	186	160	22	1,655
	Application Denied	118	106	55	25	15	8.0	4.0	331
	Denial Rate	32.4%	18.4%	12.9%	11.2%	7.5%	4.8%	15.4%	16.7%

Table VI.9
Loans by HAL Status by Race/Ethnicity of Borrower
 Hattiesburg city
 2008–2017 HMDA Data

Race	Loan Type	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	Total
American Indian	HAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Other	0.0	1.0	0.0	0.0	1.0	1.0	0.0	0.0	0.0	0.0	3.0
	Percent HAL	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Asian	HAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Other	1.0	0.0	1.0	0.0	0.0	0.0	2.0	3.0	3.0	3.0	10
	Percent HAL	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Black	HAL	9.0	3.0	1.0	1.0	0.0	1.0	2.0	1.0	0.0	0.0	18
	Other	31	20	28	18	12	17	23	29	49	38	227
	Percent HAL	22.5%	13.0%	3.4%	5.3%	0.0%	5.6%	8.0%	3.3%	0.0%	0.0%	7.3%
Pacific Islander	HAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Other	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Percent HAL	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
White	HAL	25	13	2.0	5.0	3.0	0.0	1.0	0.0	0.0	1.0	49
	Other	161	129	115	95	124	114	119	126	177	164	1,160
	Percent HAL	13.4%	9.2%	1.7%	5.0%	2.4%	0.0%	0.8%	0.0%	0.0%	0.6%	4.1%
Not Available	HAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Other	3.0	5.0	3.0	6.0	1.0	5.0	7.0	7.0	9.0	7.0	227
	Percent HAL	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Not Applicable	HAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Other	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0
	Percent HAL	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total	HAL	34	16	3.0	6.0	3.0	1.0	3.0	1.0	0.0	1.0	68
	Other	197	155	147	119	138	137	151	165	238	212	1,659
	Percent HAL	14.7%	9.4%	2.0%	4.8%	2.1%	0.7%	1.9%	0.6%	0.0%	0.5%	3.9%
Hispanic	HAL	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	18
	Other	1.0	3.0	2.0	2.0	1.0	1.0	0.0	4.0	4.0	3.0	1.0
	Percent HAL	0.0%	25.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	5.3%
Non-Hispanic	HAL	34	15	3.0	6.0	3.0	1.0	3.0	1.0	0.0	1.0	1,384
	Other	193	149	142	112	135	131	143	153	226	204	66
	Percent HAL	15.0%	9.1%	2.1%	5.1%	2.2%	0.8%	2.1%	0.6%	0.0%	0.5%	4.6%

Table VI.10
Rates of HALs by Income of Borrower
 Hattiesburg city
 2008–2017 HMDA Data

Income	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	Average
\$30,000 or Below	14.7%	9.7%	3.0%	5.0%	5.0%	0.0%	4.2%	0.0%	0.0%	0.0%	5.2%
\$30,001–\$50,000	10.8%	2.2%	2.4%	5.3%	0.0%	0.0%	0.0%	0.0%	0.0%	1.8%	3.2%
\$50,001–\$75,000	16.7%	10.2%	0.0%	4.3%	0.0%	0.0%	0.0%	3.3%	0.0%	0.0%	4.3%
\$75,001–\$100,000	22.2%	17.6%	4.2%	0.0%	5.6%	0.0%	6.2%	0.0%	0.0%	0.0%	6.3%
\$100,00–\$150,000	14.3%	5.0%	0.0%	8.3%	0.0%	10.0%	4.8%	0.0%	0.0%	0.0%	4.1%
Above \$150,000	25.0%	33.3%	0.0%	7.7%	6.2%	0.0%	0.0%	0.0%	0.0%	0.0%	5.8%
Data Missing	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Average	14.7%	9.4%	2.0%	4.8%	2.1%	0.7%	1.9%	0.6%	0.0%	0.5%	3.9%

Table IV.11
Loans by HAL Status by Income of Borrower
Hattiesburg city
2008–2016 HMDA Data

Income		2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	Total
\$30,000 or Below	HAL	5.0	3.0	1.0	1.0	1.0	0.0	1.0	0.0	0.0	0.0	12
	Other	29	28	32	19	19	11	23	25	31	28	217
	Percent HAL	14.7%	9.7%	3.0%	5.0%	5.0%	0.0%	4.2%	0.0%	0.0%	0.0%	5.2%
\$30,001 –\$50,000	HAL	10.0	1.0	1.0	2.0	0.0	0.0	0.0	0.0	0.0	1.0	14
	Other	83	44	40	36	36	34	38	42	68	56	421
	Percent HAL	10.8%	2.2%	2.4%	5.3%	0.0%	0.0%	0.0%	0.0%	0.0%	1.8%	3.2%
\$50,001 –\$75,000	HAL	7.0	5.0	0.0	1.0	0.0	0.0	0.0	1.0	0.0	0.0	14
	Other	35	44	27	22	32	45	36	29	45	53	315
	Percent HAL	16.7%	10.2%	0.0%	4.3%	0.0%	0.0%	0.0%	3.3%	0.0%	0.0%	4.3%
\$75,001 – \$100,000	HAL	6.0	3.0	1.0	0.0	1.0	0.0	1.0	0.0	0.0	0.0	12.0
	Other	21	14	23	16	17	14	15	28	30	23	178
	Percent HAL	22.2%	17.6%	4.2%	0.0%	5.6%	0.0%	6.2%	0.0%	0.0%	0.0%	6.3%
\$100,001 –150,000	HAL	3.0	1.0	0.0	1.0	0.0	1.0	1.0	0.0	0.0	0.0	7.0
	Other	18	19	13	11	19	9	20	19	35	26	163
	Percent HAL	14.3%	5.0%	0.0%	8.3%	0.0%	10.0%	4.8%	0.0%	0.0%	0.0%	4.1%
Above \$150,000	HAL	3.0	3.0	0.0	1.0	1.0	0.0	0.0	0.0	0.0	0.0	8.0
	Other	9.0	6.0	11.0	12.0	15.0	20.0	18	17	22	24	130
	Percent HAL	25.0%	33.3%	0.0%	7.7%	6.2%	0.0%	0.0%	0.0%	0.0%	0.0%	5.8%
Data Missing	HAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Other	2.0	0.0	1.0	3.0	0.0	4.0	1.0	5.0	7.0	2.0	25
	Percent HAL	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total	Other	34	16	3.0	6.0	3.0	1.0	3.0	1.0	0.0	1.0	68
	HAL	197	155	147	119	138	137	151	165	238	212	1,659
	Percent HAL	14.7%	9.4%	2.0%	4.8%	2.1%	0.7%	1.9%	0.6%	0.0%	0.5%	3.9%

B. PUBLIC INPUT DATA

Disability and Access Work Group 10/4/2018

Comment: We have many with Mental Illness; they are the ones who are losing housing. What can we do about that?

Presenter: I don't have all the answers. I am hoping you can offer some perspective and commentary about what we can do about that. We can certainly allocate more resources there. That would be one thing. Maybe we need to find out where the worst cases are so my question to you would be where are the most frequent cases where mental illness has robbed these people of their ability to get a home.

Comment: Is this data based on NON-institutionalized population, or the total? If it includes those in institutions, that might help explain concentrations if there is one in that region.

Presenter: It is the total. If it includes those in institutions it might help explain concentrations if there is one in that region. This is total population as according to the American Community Survey. So for those who were contacted it does include institutionalized populations for those who can communicate.

Comment: On the coast.

Comment: The lack of affordable housing leaves ex-offenders competing for the same limited resources with others who have no criminal history. Barriers to housing: age (below 21) Criminal record; HUD prioritizes chronic but if someone is in treatment or incarcerated for 60-90 days they are not considered chronic (but they Will BE). They may be incarcerated before trial but found not guilty at trial. It still knocks them off the chronic list.

Presenter: Thanks.

Presentation

Comment: Issue for those with mental disability is long-term support services once housed.

Comment: People with disabilities TEND to congregate in urban areas because of the "walkability" and access to public transit. It strikes me as odd that we don't see that pattern (at least at first blush). Why would that be?

Presenter: Some people do not access to services. They are unable to move. Beyond that I am not certain. This is partly for us to explore. Hopefully you can offer some perspective and commentary about that.

Comment: This jeopardizes housing.

Presentation

Comment: I live in Jackson and the answer is DEFINITELY NO. Even NEW construction is willfully avoiding building accessible units...exploiting loopholes in ADA requirements. WHY?

Presenter: That is a common problem throughout many of the jurisdictions in which we work. Sometimes it is related to government not having the skilled individuals who would inspect the property across many barriers, for example there was a client, we had one time several years ago, where the people who inspected the inside of the building were different than the people who inspected the outside of the building. The people who inspected the inside said it looks great, but the outside of the building for those who had an ambulatory disability there was difficulty, there was no ramp. It was like four or five steps up. It was built to code, but the inside was one set and the outside was a different set. So there could be challenges within the building codes and those who inspect the buildings. There could be places where people aren't doing it because the laws are not as enforced as they should be. I agree with you that there are challenges.

Presentation

Comment: For instance, I'm told that Federal Housing Tax Credits does NOT trigger the minimum 5% accessible unit requirement of the Rehab Act. This is a major problem and being exploited by certain developers.

Presenter: If this is true I am sure that it is being exploited. It should not be administered that way. Perhaps the Home Corp can respond.

Comment: The simple response to the last question is that developments are required to comply with ADA. I can't speak specifically off the top of my head to the rehab ADA requirement, but certainly new construction has to comply with Federal ADA requirements.

Comment: Officials in all cities in Mississippi fail to enforce the Building Codes. We need educated people as building inspectors.

Presentation

Comment: Restating, LIHTC projects must comply with ADA requirements for new construction.

Presenter: Thank you.

Presentation

Comment: I think all of these are very challenging for people with mental illness, including children, and their families. Part of the problem seems to be that formal systems don't seem to focus on what it takes to live in the community and things aren't very coordinated among systems or between private and public sectors.

Presenter: I think that is a great point. Sometimes communities wish to do things and people are just not talking about the same thing when they communicate. I certainly hope that with this avenue we can get the ball moving towards that direction and enhance our communication a little bit better.

Presentation

Comment: I think you skipped question 3.

Presentation

Comment: People with disabilities need permanent supportive housing, they need to be prioritized by PHAs and transportation needs to be available more consistently.

Comment: Thank you.

Presentation

Comment: One piece of this is that the ACCESSIBLE housing must be rent controlled....meaning, rents that remain fixed because our incomes are fixed.

Presenter: Good Point. Thank you.

Presentation

Comment: Chapter 11 of the International Building Code is essentially the same as ADAAG. It has been the State Building Code since 2009. We need to do a better job of enforcing it. It tends to get enforced in commercial buildings in the cities, but residential enforcement is lax.

Comment: Poor credit, limited credit are contributing factors.

Presenter: Most certainly.

Comment: I'm aware of a recent incident in Jackson where neighbors objected to a sober living group home. How are we (society) going to deal with the "Not in my neighborhood" attitude?

Presenter: The NIMBYism, the Not In My BackYard attitude, sometimes people do not Not On Planet Earth. I think we can do better than that. I think we can communicate the benefits of this form of housing for our citizens.

Presentation

Comment: Hazlehurst Housing Authority: City of Hazlehurst Barriers: Transportation, Jobs and Housing Opportunity such as rental housing stock.

Comment: Do we send comments directly to you?

Presenter: Please send them to David Hancock and they will forward then to me.

Comment: As for disproportionate Individuals are almost always have to settle for inaccessible placement, because there are not enough. The local ADA standard needs to reflect all housing units and not just % of.

Presentation

Comment: Will a power point be provided for this presentation?

Presenter: This presentation and all the sound and everything is being recorded. We can provide that. If you just want a copy of this presentation I can make sure that David Hancock gets a copy so you can get it from him. He may be able to post it, but that is up to him. He will have both is presentation, the comments received, the comments that I have read.

Presentation

10/18/2018 Mississippi Disability and Access Workgroup

Comment: I am certain that many folks with disabilities are being segregated in specialized housing units. I am sure that is true across the disability spectrum including people with intellectual disabilities. I can tell you that most of the accessible housing that I know of in Jackson is segregated and that is never, it is never good policy. We need to be integrating people with disabilities in and amongst everyone else.

Presenter: Thank you. In order to accomplish this in Jackson, they have a housing authority and they are also an entitlement, who should be taking the lead on this integration effort and what do you think should be done?

Comment: In my opinion we need to be developing policies that mandate all new housing projects to have a certain number of fully wheelchair accessible units. I think it needs to be 10 percent and by fully wheelchair accessible I don't mean portable. That is boldly inadequate. I am talking about a roll-in shower and fully accessible kitchen units. Now if we spread these units out to new developments that people with disabilities will be integrated into all the communities around our cities. That is the goal. You want integration. The other thing that would probably need to happen and it would absolutely need to happen for people on fixed incomes which is most of us on disability is we would have to have some kind of sliding scale rent that did not exceed 30 percent of our take home income. That is what is reasonable to expect someone to pay. Does that make sense?

Presenter: Yes, what you are saying makes sense. I am hearing you say that there is insufficient accessible housing and that the accessible housing that is to become available needs to be sensitive to the persons with disabilities and their level of income.

Comment: Right. Right.

Presenter: We had a question. Why these meetings only are focused on disability? Are there meetings focused on race, ethnicity, and other protected classes? These meetings are focused on disability because, disability is not reported very often and we want to get peoples experience. We have analyzed Home Mortgage Disclosure Act information; we can conduct Fair Housing Surveys, and we can get quantitative data on some of these things, but I think it is important to try to be able to get a sense of what people are facing if they have one of these disabilities. So that is why we are dealing with these four meetings for Disabilities and Access Work Groups.

Presentation

Comment: I know my friends in the blind community have a very significant need for transportation. Where their housing is relative to transportation it is the most vital thing on their agenda. In other words let's say a person who is blind lives just outside the City of Jackson; they will not have access to transit within Jackson by virtue of the fact that they live just outside the city limits. So therefore that is a huge disadvantage for them and very isolating for them. Just by the fact that they don't live in the jurisdiction served by Paratransit. So that is absolutely vital. Where the affordable housing is relative to transportation must be considered especially for people who are blind or disabled.

Presenter: So in this particular example for Jackson who or which agency should take the lead on this? The city or department gets the...

Comment: I am not the policy expert. I am a person with a disability and I am here to speak for people with disabilities. I think there are lots of brainstorming, we need to do a lot of brainstorming, and we really do. One way of doing it is embracing transit orientated development. Take your major transit corridors where you have got better bus service and build the accessible affordable housing along those corridors. So that you are automatically building in mobility along those transit corridors. That is just one possibility.

Presenter: Thank you.

Presentation

Comment: My suggestion is and we have been talking to the city already is that local jurisdictions ought to demand that new developments include at least 10 percent fully accessible units, by that I mean fully wheelchair accessible with roll-in showers, integrated into their plan so that you have got people of varying abilities living amongst everyone else and obviously it is just good policy to build these along transit corridors so that we can plan for the day that more of us use public transit. That is just good policy.

Presenter: Thank you.

Presentation

Comment: MHC has adopted in federal programs HOME & HTF policies and procedures to address affordable housing for persons with disabilities by offering incentives to developers to designate housing units for ELI & disability populations during application for funding.

Presenter: Could you offer some more commentary about that?

Comment: The HOME program and the Housing Trust Fund program, basically we are trying to identify high opportunity areas, the affordable housing for extremely low-income individuals and that deals with 30 percent income based on the area median income. So with the Housing Trust Fund program that is one of the things that is designated. That program only deals with the population with extremely low-income. We also have the HOME program so what we are doing is we are working with the developers, with the tax credit developers. We are using our HOME funds, HTF funds and in order for them to receive HTF funds they are asking them to devote a percentage of those development units for people with disability. We are addressing the homeless, the seriously mentally ill and this is something that goes back to our Consolidated Plan. The 15 through 19 Five-Year Consolidated Plan, so we are sort of a head of the game. We are trying to address disparities among people with disabilities and the homeless.

Presenter: Thank you. How do your programs distinguish persons with disabilities? How does that define?

Comment: We have a down payment assistance program. This is where we work with the USM, University of Southern Mississippi with the House of Your Own Program and their policies and procedures they have to actually document the people's medical conditions. I think that actually comes from the physician to show that they are disabled. Yes that is one of our programs on this downpayment assistance program.

Presenter: That would be HUD data doesn't actually address things like mental illness or thing. They only talk about it in terms of cognitive disabilities. So it is a very broad category, cognitive

disabilities. So it would include those with other forms of mental impairment including mental illness.

Comment: We also encourage choice program as well. That is one of our rating factors as well. The HTF, Home Program as well.

Presentation

Comment: If I am not mistaken aren't fire alarms now required to have visual indicators? I believe that is absolutely vital for the safety of the person.

Presenter: That is true, both vision and auditory.

Comment: So I am just making sure that all of our housing has visual indicators on the fire alarms and the other thing that would be important would be some kind of visual indicator information about other kinds of alarms like tornado warnings and things like that.

Presenter: Thank you very much.

Presentation

Comment: I know everything there is to know about having an ambulatory disability. I have MS and I use a powered wheelchair for most of my ability. I had to buy my own house and I am privileged to have a middle class income due to private disability insurance that allowed me to buy my own house and put in a ramp, put in threshold ramps all around my house. I got some assistance from the Mississippi Paralysis Association to retrofit bathroom. It is not perfect, but it is better. My kitchen is still largely inaccessible. Unfortunately, there is nothing that I can do about that, because it is a 1941 house. I had to basically balance access to transportation and food, fresh food with the layout of the house itself. I live right across the street from a grocery store and right across the street from a pharmacy and a bus stop, which is wonderful and it allows me to live independently, but I live in a 1941 house that really can't be made fully ADA compliant. So there you go. Hence what I think we need to do is again, target your major transit routes in your cities, build lots of accessible units, and I mean roll-in showers, not adaptable, that is not adequate. I could never live in an adaptable house given my disability and many older adults are in the same position. So we need to be targeting the transit routes and be building lots of accessible units preparing for the day when our population gets older and lives longer. How we do that is going to take a lot of brainstorming, but we are behind the curve here and we really need to catch up.

Presenter: Wouldn't you actually kind of consider that day today? I mean we have many seniors have these needs today.

Comment: Yes. Yes. I was trying to be kind.

Presenter: So we do have some issues to address. How about just general independent living challenges, persons having independent living disabilities?

Presentation

Comment: I have another friend who has a milder disability. She can still walk with a cane, but she is hemiparetic and she has very low-income and because of that she cannot afford the apartment complexes that exist on the transit routes. She is struggling to live independently and manages to do so, but now she has had to move to a cheaper apartment complex which is more than a mile away

from the nearest transit route. So therefore she is basically to put it bluntly under house arrest, because she can't walk that far. She just can't. So, Paratransit is not all it is cracked up to be. Paratransit is not spontaneous. It is not cheap and this is s women who could otherwise be more engaged and more functional and more independent, but for the lack of an affordable apartment on that transit route.

Presenter: Thank you for offering that commentary.

Presentation

Comment: Why are these meetings only focused on disability? Are there meetings focused on race, ethnicity and other protected classes?

Presenter: She has left.

Comment: Assistance levels need to be based on a lower percentage of gross monthly income, so as to reduce administrative burden and provide a better level of assistance to the disabled population.

Presenter: I believe I read that one already.

Comment: The greatest challenge to provide integration of the disabled population into the private rental market is the state's ability to provide outpatient case management. The private owners are not going to be willing to take on case management for cognitive disabilities.

Presenter: Anyone else?

Comment: I have a friend out of state, this is not in Mississippi, but out of state I have a friend with intellectual disability and she has a case worker that comes out to her integrated apartment and helps her with life skills, making sure that she is managing her finances well, seeking jobs, and things like that. So other states have case workers that go out into the community and visit people with cognitive disabilities in their homes and make sure that everything is okay and that all of their needs are being met. I don't know how we do that here in Mississippi, but obviously that is what needs to happen. The prior commentator, you comment was spot on. We can't expect landlords to do that. That is just not realistic.

Presenter: Thank you.

Presentation

Comment: I was the one that brought that up. My understanding is IRS Tax Credits do not trigger the federal guidelines for accessible housing under the rehab act. I got that directly from HUD. I did not make that up. I got that directly from HUD and because I pursued it last year and that was the answer I was given. The IRS Tax Credits given do not trigger the Rehab Act Section 504, five percent accessible unit standard. So that is very frustrating for people like me. That is very unacceptable.

Presenter: Thank you.

Comment: Yes, I believe that those with cognitive disabilities do get segregated. Mostly, the individuals will go to affordable housing which brings them to PHAs. Many of these PHAs have aged housing stock. So, funding for new accessible units is needed.

Presenter: Thank you.

Presentation

Comment: A little while ago you mentioned rural, rural transportation. I sit on the Intergovernmental Transportation Committee for MDOT and we talk a lot about rural transportation. It is obviously more complicated and more difficult to arrange transportation in rural areas of Mississippi, because the distances are so much longer and therefore it creates more expense getting someone from their home to anything that they need to do. Obviously the policy is to live a more compact lifestyle meaning create accessible units near shopping, medical centers, etc. So that that transportation can be done quicker, more efficient, with less expense. If we were smart and we were building small downtowns in small town Mississippi, we could create housing near those downtown centers and therefore make it more accessible for people with disabilities. That being said the only thing we can do now is fund rural public transit through MDOT. That is something for the legislature. I know that is beyond your control, but in order for people in rural areas to remain engaged and just meet their basic needs they need accessible affordable transportation.

Presentation

Comment: One of the slides that you presented listed retaliation as a contributing factor. I was wondering if you could define that word for me in the context of a contributing factor, because I am not familiar with that.

Presenter: Contributing that is in the fair housing complaints. HUD tracks, if you file a complaint and your landlord retaliates against you or against whoever filed the complaint that is why it is tracked. If it goes to court past HUD that will come out and that retaliation is really a huge problem. I do notice that complaint a decade ago were significantly greater than there have been recently. So the complaint activity has fallen off. Maybe that is great that you do not have that issue anymore or is it people are not using the system anymore. That is the two issues there.

Comment: I hate to be the bearer of bad news, but I have a friend who is so deathly afraid of complaining to HUD about substandard housing because...by the nature of our ... (technical issues)

Presentation

Comment: It would be good to know what dollars were made available from this last year to programs for persons with disabilities, including knowing the programs funded and the current status of those programs and the number of households assisted with those dollars.

Presenter: I believe that information as it relates to HUD funding document is already produced in the CAPER that MDA and MHC produce each year as they report back to HUD.

Comment: Knowing what MDA and MHC is already doing in the state for this population so we can know what to propose they do or do more of in the future.

11/15/2018 Mississippi Disability and Access Workgroup

Comment: For a number of years folks here at our agency have worked to identify different programs that we manage to help increase the supply of affordable housing for persons with disabilities. So as we work through these programs and some of these initiatives, you know they take some time and we have made some progress and we hope to do more and so the more information and suggestions we receive from our stakeholders such as the folks that are on this call those are the types of things we need that can help us reach our goals more quickly.

Presenter: Aside from the Home Corp are there activities the entitlement, regional PHAs, or local PHAs can do to enhance the housing shortage for persons with disabilities?

Comment: I am talking in regards to the programs that we offer here at MHC. Again, I think we talked about this once before but I just want to reiterate that we have initiatives set aside for developers for whenever they are applying for HOME funds and the housing Trust Fund. We are asking them to set aside at least 20 percent of their units for people with special needs, people with disability. So that is one initiative we have already and it is working now for us and it has increased the housing for people with disabilities. We also offer a mixed income financing actual to have HOME funds and HTL funds to be used together. We are reaching out to non-profits and housing authorities.

Presenter: When you say reaching out to housing authorities, could you describe that?

Comment: When we say reaching out we are allowing them to come in apply for some of these HOME funds and HTL funds from a competitive standpoint.

Presenter: How many have been successful so far?

Comment: In 2016/2017, the applications we received about eight applications which they were required to set aside these funds for housing for people with disabilities and for 2018 we have about on the HOME side, we have received seven applications and on the HTL, I think it is eight applications we have received. So we will increase housing for people with disabilities.

Presenter: I am assuming that the entitlements can also do this?

Comment: Yes, they did not have to be, they come in for-profit or for non-profit. Under our entitlement we are actually looking at our downpayment assistance program that we do have set aside for people with disability and that is with her and our rehab program. So we also receive I guess an application a week for rehab or to do reconstruction for people with disabilities. In some cases it or not just geared toward our rehab program for people with disability but we do actually reconstruct and rehabilitate homes for people with disabilities.

Presenter: Thank you very much for that. The entitlement and the PHAs without your help from the Home Corp can they do something on their own. We are only talking about persons with disabilities who face housing shortages. There are other topics that we will be addressing here as well. So my question is can the entitlements and the PHAs do something on their own? I will take that as a no. Really all this activity is coming from the Home Corp.

Presentation

Comment: As I recall she had a question regarding HOYO funding for disabled persons she wanted us to address in Hattiesburg on the 4th of December and we will have some information for her at that time, but if we could get her to unmute herself or send you a question that would be helpful, because she is a real expert in this field.

Presenter: She is now unmuted. Would you care to comment? We must be having some technical difficulties.

Comment: She has that expertise as well.

Comment: I wrote in a question concerning MHC funding for the HOYO program and I was just wondering if that has been addressed. I have been having a hard time getting onto the webinar. As you well know HOYO was started in 1997 and I was a part of the process at that time. It is one of the top 100 programs in the country as awarded years ago. I am just a little bit concerned they have such limited availability for safe, affordable housing for people with disabilities which I am one 34 soon the 35 disabled and I have worked in these field for many years and that is the one problem that we have had in the State of Mississippi is getting people out of the institutions, group homes, etc. and getting them into the community. The lack of safe affordable housing, but with MHC help with HOYO program they have put over 500 people in housing in the community. I was just wondering if you all have addressed the process and when if any will they receive funding from MHC in the near future?

Presenter: Would someone at MHC be able to address that?

Comment: We are in the process of working with others to go over our policies and procedures to make sure that we have everything in order. Once we do that we will release funds. They have funds for 2015 and 2016 and also 2018. There is one million dollars that HOYO has to work with affordable housing.

Comment: Do you have any timeframe on when that might be put in place?

Comment: We plan to get it started before the end of the year. So we are working on it and we are making sure that we are in compliance with everything and so as soon as we get that done we will start that and it will be before December 31st.

Comment: Great. That is wonderful news. I hope that works out that way. Thank you so much.

Comment: You are welcome.

Presentation

Comment: I wanted to let you know that she had family emergency and that is why she could not speak. However they are working with us to complete the policies and procedures so that we proceed. However it is of urgency because the University shuts down and we do thank them for their working with us and we do anticipate getting funds. We just don't know when.

Presenter: Thank you. Based on one of the comments we have received in one of our previous work session was a call to building inspectors perhaps by saying they are not quite doing the job that they need to do. What do you think we could do about this?

Comment: What type of enforcement is there in place currently if the building inspectors are not doing their job as far as inspecting new buildings, new housing?

Presenter: I can't answer that.

Comment: Was there anything more specific to that particular question? In what regard were the building inspectors unable to do their job? Were they not trained well or they are not able to identify problems in a timely or accurate manner? I guess if you do not know the answer to that I would like to follow up by saying if there does seem and I can seem to recall that we had a building inspector problem in the past and I don't think it was related to disability housing or housing for the disabled, but I do recall their being training issues. That might be something that we could look at her is trying to coordinate some effective training for building inspectors that inspect units for the disabled, but more specifically we need to find out what those shortcomings are.

Presenter: Based on my experience sometimes one inspector will take a look at the fixtures in the bathroom and so on and how wide the doors are and someone else might look around for access to the building from outside. Now the communication between those two sometimes is not as good as it should be, because maybe the particular units has got a half a flight of stair and the stair are built to code and everything looks good. Then the next guys comes, but the first guy did not think about the individual might have some ambulatory problem. So there are challenges with communication amongst the building inspector, excuse me inspectors, and in particular when constructing units with ADA guidelines they may not be as educated as they could be or should be. So from my experience some issues that come along there.

Comment: That was one of my issues years ago when I was working in the field. There was no enforcement of the building codes and things would be passed as ADA complaint which when you looked or scratched the surface whether it be access, whether it be parking or it be entrance way it was not ADA compliant. I haven't been in the field for a few years to look and see if any of that has been improved, but unless there is some type of residential reinforcement I doubt very seriously it has because there is no incentive to do that. If they get passed and it is done, unless somebody complains or somebody has an issue and brings up and files a complaint it just goes unnoticed.

Presenter: Thank you. Then it is my understanding that we might wish to take a look at what is going on in the field currently and whether the communication is occurring across building inspectors as well whether they are being ADA compliant particular with new construction.

Comment: That is correct and let me ask you a question does not the architectural organization that is responsible for building etc. in the State of Mississippi have to accept and adopt the ADA code or not?

Presenter: It is my understanding that ADA code is standard now, but I think your point people are overlooking some of those or they may be over looking some of those. The question of course is if they overlook it they are liable for the outcome. If they do it deliberately they are also in trouble. I believe you are correct that we should have some follow up to this new construction to make and verify that ADA compliance has been fulfilled. I guess that is my conclusion from this discussion on building code enforcement.

Comment: Yes, sir.

Presentation

Comment: I was going to come in on the previous slide when you were talking about the compliance issue. As HOME funds, HTL funds, tax credit we do have to enforce the building codes as inspectors and based on the requirement we have to go out every so often to inspect the projects

after completion. I do agree that maybe we could offer some type of training specific to building codes dealing with ADA in the 504.

Presenter: Thus far we have pretty much turned our attention to Home Corp as the entity that can do anything. We haven't been able to talk about entitlements or the regional PHAs or local PHAs that might be able to do things, but again it would be through Home Corp. Is that the recollection you are getting from this discussion as well?

Comment: We all work together for the same goal, but and I am asking this question personally. The housing authorities across the state from what I understand have a lot of authority and I think they can actually issue their own bonds. So maybe there is some things that they can look at aside from the funding that we have available or when funding is not available that they could look at to enhance some of these affordable housing opportunities for disabled persons in other areas. I wouldn't know the answer to that, but I guess I am throwing that out there to see if anyone does.

Presenter: Does anyone wish to comment about what he suggested here?

Presentation

Comment: In Mississippi, we have some area that do prioritize people with disabilities and others that just refuse and those seem to be the more highly populated groups that don't and it would certainly I would just suggest that they would reconsider that. That is a large group of people with a very limited income that are trying to reenter a community and live independently with their disability and it makes it a lot easier when they are put on the top of the priority list.

Presentation

Comment: Our agency has a B2I preference for those who are in group homes.

Presenter: Can you talk about that a little bit more? Rent controlled units. It doesn't seem like this is such a popular idea. So far rent control has fallen out of favor. So this will not be a part of the recommendations.

Presentation

Comment:

Presenter: I have a question for you. In the programs that you have been talking about is there a mechanism that might provide persons with disabilities some assistance with purchasing a home or some credit deal if you will?

Comment: Well the downpayment assistance program those are set aside funds with the HOYO program I was telling you about earlier. It doesn't really deal with their credit, but the funds that we provide actually allow them to use the money as downpayment assistance to make the house more affordable for people with disabilities and we put in subsidy layers, underwriting standards that we put in right now so that we don't actually provide more money than necessary, but that is basically it when it come to our underwriting standards. We do not take into consideration their credit.

Comment: As a housing council agency what we do under the Home of Your Own program we do work one on one with those families that have the limited credit and whether they have a disability or not you have a lot of people that have limited credit because their income and some because they don't have the understanding to understand some credit and that is why we offer the

homebuyer education and resources so that they can learn how to manage their money so that they can obtain credit the right way.

Presenter: Thank you. It does not seem like there is a specific program designed to assist persons with disabilities and further subsidize them. It is specific to someone with disabilities.

Comment: Those are considered set aside funds.

Presenter: Thank you.

Presentation

Comment: There are several agencies who have the preference to help get those who are in group homes out. We give a special preference to those individuals moving them to the top of the waiting list.

Presenter: NIMBYism is a problem for group home siting. I think we can all probably agree that enhancing outreach to the local citizens in a particular community about the issue of NIMBYism but what else can we do besides enhancing their education for this? Is there anything here and these issues and some of which have fallen flat, but I have pulled these from the conversations who have shared with us previously, but we are at this point now where we are winding this down. So I need to ask you if there is anything else that has been over looked. We have had more housing for disabled persons, persons with disabilities, enhancing the credit or ability to acquire. We have talked about building codes inspections and ADA compliance. So really have we covered it all or is there something else?

Comment: I think we need to go back to the rent control. I think we need to discuss that. I do think that should be and with this new housing production program with the Housing Trust Fund, now they encourage that money to go into rental property for people with disability and they do have income restriction that they cannot exceed 30 percent of that person's income and that would think apply to persons with disabilities. I just think that should have been mentioned and that would, and so to answer the question about rent control units that was a part of the and actually objective of Housing Trust Fund. So for people with disability or people with extremely low-income and the people with disability most likely fall into that category.

Presenter: Thank you.

Comment: That is basically the same thing that I was going to bring up and also to touch on the private sector building apartment complexes and being in compliant with so many units being accessible. That can be an increase in housing in general for people with disabilities.

Presenter: Thank you.

Comment: I was just hoping that the rent control was not going to fall flat and not be looked into further.

Presenter: I am glad that you said that. What I am talking away from this narrative is that most of the activities are going to be coordinated through the Home Corp and not so much the entitlements or the local PHAs. If the regional PHAs are able to get their bonding capacity in play they might have the ability to do something and I think that is something that we should look into. My firm

will look into that to see if they do, but essentially most of the activities needs to be coordinated through Mississippi Home Corp. Is that your understanding as well?

Presentation

Comment: I wanted to comment on group homes. I don't think it's an issue in Jackson with NIMBYism, but more an issue with ensuring that group homes are regulated and inspected. A few years ago, there was a woman that froze to death in a group home. The State issues licenses for them, but no one is taking oversight responsibility. I also feel that rent control is a good idea, but not just for the disabled. Often annual rents in Jackson far exceed 30% of the AMI for Jackson.

Presentation

Comment: I just wanted to mention one thing and I think she spoke about this. I understand that the funding for HOYO is in the process and that they are checking up their paperwork, etc. but just reminding them that USM will be shutting down and I don't know what the exact date is but maybe the 15th and not to be opened up till after January. So I don't know if that plays into it. I don't know if HOYO has to do anything or whatever. I just wanted to mention that and bring it to the forefront again.

Comment: I was saying that was just an estimated date that I throw out there, but we have made tremendous progress on this. We will get it going before the holiday.

Comment: Our Family Self Sufficiency Counselors continue to comment on the need for more things to overcome transportation issues. Clients number one need after securing housing is transportation so that they can seek employment.

Hattiesburg

Comment: And it is increasing.

Presenter: It is increasing most definitely, 32 to almost 37 percent.

Presentation

Comment: You describe as access to those characterizes. Does the online data really look at the location? Earlier we were looking at Census tract and concentration by Census tract and disparity whether diversity or how concentrated they are by racial composition. This data is still looking at Census tracts correct?

Presenter: Yes it is.

Comment: And so basically is why it is applying a major of job opportunity is that employment based or is it...

Presenter: These indexes are and the one that you are referring to labor market engagement is the amalgamation of three separate things. How much you have invested in yourself through job training skills and how active you are in trying to find work. Those kinds of things. It is not just a singular definition. This is way more understandable than a geographic map which shows you the intensity of one race. So I would need to show five maps for low poverty. I do in the documents.

Comment: In terms of and I guess my question is a person, these characteristics, they are labor is a challenge because population in that area has low education, they are not very skilled in the labor force, high unemployment and the wages are low.

Presenter: That is correct.

Comment: So, by if those people are located next to an area that is better off is that taken into account? Like one tract over it is a better area.

Presenter: that depends on whether they have access to those lower poverty areas. If they don't have a car and there is no transit system that they can get there can they ride their bike?

Comment: So automobile ownership is an indicator of ease of access. If there is a low percentage of cars...

Presenter: Transportation, cost, and transit use and this is the mass and notice these are higher, especially transportation, but they are not much different between the races, but I am concerned with labor market engagement the difference between black and whites. So there is a disparity there.

Presentation

Comment: In more detail data those tables are available to the community will they be able to distinguish what contributes to that high percent. Is it affordability or high cost of housing or age of housing stock? It will break that out?

Presenter: Well, it is one or more of those housing problems. Here it is cost burden and severe cost burden just by homeownership or renter. We don't really have this one broken up but it does tell us renters by in larger probably because of the University have a significant cost burden.

Presentation

Comment: The income on those, do you know the income on those?

Presenter: I do not have that information. This is a table generated by the system.

Presentation

Comment: What is your experience on disability with those elderly?

Comment: Are you talking the units themselves or are you talking...

Comment: The number of people.

Presenter: He is talking about both.

Comment: That one is probably just units.

Presenter: This group here.

(Crosstalk)

Comment: ...there are several different developments some older than others and one very new one like where the drive-in used to be.

(Crosstalk)

Comment: ...not to mention in general just the rural nature of that Census tract is not going to lend itself really well to new families as much as other neighborhoods in town. So there you automatically have a built in aging population in that area. I think that would be a trend to push it to a higher concentration of both older and more disabled at presence.

Comment: My question is that map concerted is it possible to break that out by owner verses renter. Where you are going is the older population owns the house and aging and some become disabled and that lends to different things. Units and retrofit kind of stuff.

Presenter: This data we cannot get this segregated out by owners or renters.

(Crosstalk)

Comment: Those are significant numbers and it would be nice to know if it applied to people who were not homeowners, people that may be disabled and living with a family member and not disabled. Those kinds of numbers will be nice to know.

Presenter: I am glad we are recording this. We will make a transcript and I will read your comment and I will go fishing and see if I came home with any trout.

Comment: I know when we watched the demonstrations with another county it was the same thing, 75 and older, but as you get that age there tends to be more disability. It shouldn't be to me as odd as it would appear.

Presenter: I'll say something. The 15 years that I have been working with this same data, some of the stuff is from the Census Bureau and we get to look at it every few years, but know I get to look at it by community level and some communities are really different and you are getting a 66, 67, or 68 percent for that disability group there are some challenges.

Presentation

Comment: Another part of that question is where the conversation will lead is processes and being disabled in and of itself is an issue, but does it create additional problems like because they don't have a car for example they can't get around or if their income is so fixed does that create issues for them to and they have to pay somebody to take them down to the grocery store. So that layer of additional things that are not measured by disability per say but the fact that it is concentrated is worth looking into.

Comment: Maybe we should have people do a survey to get some kind of an idea of where they live and their ages.

Comment: I think you are onto something there. You can get into where are the trips coming from and where are they going. It probably has something like that and that would be helpful to figure out how people are having issues to get around.

Presentation

Comment: Not to get ahead and this is a conversation for later when this is all finished, but theoretically for home. We do homeowner rehab. That is preservation of the unit to help bring you back to code. Well if it is a high enough priority and local data shows that elderly really should have access to their own unit maybe we do focus, not focus but maybe create an option in that program where the city could do a project for homeowner rehab and include access stuff. It is not a building code issue but it is a have the ability issue. I don't know if we can do that, but I am just saying that that is an example of how the conversation might lead down that direction. We don't currently do that with the state that program, but we might make it do so.

Presentation

Comment: I am sorry, but I have got to disagree with that. Let me tell you why I am disagreeing with that, because a lot of times they do not feel like they are being heard. A lot of times when call the HUD office and they are told one thing they are sent to somewhere else. They call that number and they send you somewhere else then you call that number. Then we begin to feel that we are riding on a horse that is going around and around and goes nowhere. That is the way we begin to think. Now I don't know if I am overstepping but I am just trying to be honest.

Presenter: I am asking you to be honest and I think you.

Comment: That is how it has been.

Presenter: I think you are correct.

Comment: As far as, I have been in Hattiesburg housing and I did not know it until today, 22 units and as a black single woman we are looked at because we are stereotyped in one way. I raised two sons. One of my sons is a Mississippi State Highway Patrol. He is a first lieutenant stationed over in Kuwait as we speak. My other son is a minister. He is working at Pine Cover which is in Columbus. What happened when I was staying in the “project” the houses over there, when we got the opportunity to leave from over there to get into one of those single dwelling houses that is detached from other units, we began to look at ourselves not uniformly but as individuals and doing that my sons challenged me. I went back to school, and got my BS in Psychology. I don’t think that I would have done that had I stayed in the “project”. I spoke with them and I wish we could do a miracle and for every successful story that came out of the “project” would be up there to remind others that it is not where you come from it is what you do with what you have, because I have worked with a little bit and had to stretch and I enjoyed doing that. I enjoyed talking to people and telling them that regardless of how bleak it looked like to you always knew there it was like, because you can see the sun peeping through the clouds but you have got to look up that way. I am not trying to take up a lot of time, but I am just being for real. I have been over there for 22 years. We have had children and there is a lot of us over there on Hope Drive, but we have hope. We have hope in our neighborhoods because we love them and I had someone to stand up and say because a person is a renter they do not feel or take care of property as an owner would, but double dare you to drive over to Hope Drive and see what our community looked like.

Presenter: I would like to thank you very much for that. That is a great set of comments.

Comment: What I heard her saying was that if you take people out of traditional public housing into more updated single type, detached option or in more dispersed communities and more like to break traditional patterns.

Comment: Yes.

Presenter: Providing people with access to opportunity they will usually take it. That is my opinion. So that is our goal.

Presentation

Comment: Nine times out of ten you are right about the banks. Why the banks will not loan to the minorities the same amount as Caucasian; I don’t understand, but they do not have a problem loaning money if you are going to purchase a car that decreases in value the minute you drive it off the car lot. Now I don’t know who can address that issue but that is something that should be taken into consideration. There are some houses and I feel like we are getting pimped, just to be honest, there are some Perfect Creek Houses, Perfect Creek I, Perfect Creek II, and others and their rent is over \$600 a month and if they stayed there for 15 years then they can start buying those houses, but the way that I calculated that if I multiply 6 times 15 that is like \$90,000 before they can start purchasing their house. What I cannot understand is where are these housing developments coming from that can do that because as sure as those people can pay over \$600 per month for 15 years the bank somehow ought to be able to let those same people that are paying the \$600 a month loan them money so they can purchase a house instead of paying \$90,000 and then after the \$90,000 is when they get a chance to start purchasing a house. Did that make sense to you?

Presenter: Yes, I understand what you are saying.

Comment: (Not Discernable)

Presentation

Comment: When it comes to fair housing if there is an issue and it is brought to our table, we address it immediately. We don't want it going any further up the ladder and we try to handle it. That might be some of the, if it is taken care of locally.

Presenter: Typically housing complaints come from the private sector rather than rental market practices, usually not always.

Presentation

Hattiesburg CET Blended Presentation

Comment: Did you say sex?

Presenter: Sex? I said gender. Yes, it is the same thing.

Presentation

Comment: So, it boils down to too many blacks living over here and white folks over here.

Presenter: The distribution of people is not spread out. It is not like you need to move, but it is like the integration isn't uniform. It isn't distributed equally throughout the community. There are concentrations in some and concentrations in other, but it is not that bad. It is right at the level between low and moderate.

Presentation

Comment: Is 40 from your experience low, medium, or high in comparison to the state?

Presenter: The state is higher. There are communities that have significantly lower than 40 and there are communities that have significantly higher than 55. So, this I would say is a better example of Mississippi, this community than many other communities, but it is not, and you have some challenges with integration here. So, but not as bad as others.

Presentation

Comment: Of the 53 percent, is that a statewide?

Presenter: That is for Hattiesburg. All of these figures are for Hattiesburg.

Presentation

Comment: What you are saying is really not just Hattiesburg. It is not even Mississippi. It is across the United States.

Presenter: Of course, there are problems across the United States. Some groups and depending on the part of the country you are in, say for example and we have done this same study for Los Angeles County for years. Asians there are typically lower than whites, but blacks and other minorities and Hispanics have significant problems more a than Asians or whites, but the Asian population here is very small in comparison to the general population. So, we are really talking about blacks and Hispanics verses whites here in Mississippi. There are other populations and it is not like they don't matter, but you can still design a program for people who are cost burdened.

Presentation

Comment: They were referring to the Public Housing being RAD units.

Presenter: When I did a google search on the unit it says still operated by the Housing Authority. They said that they still own it, but it is not run by the Housing Authority. HUD is calling it Public Housing.

Presentation

Comment: There is a third. It is just 28 houses.

Presentation

Comment: Do you have any comment on that?

Presenter: I realize the challenges.

Comment: We have made, and we are working on something. Do you want me to make a comment now?

Presenter: Yes, sure.

Comment: We are looking to demolish all of the old units back in the 1942 that were built and rebuild, and we may have to go to extra lots, you know, and rebuild like we are doing. We have already done two buildings about four or five years ago and we are going to model it after that. So, they will all be with modern appliances with some workforce training and computer labs. So that is our plan that we are working on. Then start doing it in other areas like purchasing land and building out. Right now, we are concentrating on the land that we already own.

Presenter: Have you edited your document to reflect those? Good.

Presentation

Comment: In the Hattiesburg area?

Presenter: In the City of Hattiesburg.

Comment: It might be that the housing is older than that. That is what I would hold in moving towards better standards, but also the population may not know their rights and how to report. If there are any discrepancies or any issues they may think that the person they can repost something to maybe the person in the office and not even the manager or something like that. That might be the case.

Presenter: I would tend to think that the latter issue of what you are saying is probably more likely. They don't fully understand their rights or how to go about logging a complaint. So some outreach and education would be I think helpful there and how that is implemented could be in a number of ways. The city has a role as well as the Housing Authority in that. I am sure people move through your system and onto something else. It would be good for them to have that understanding and that knowledge especially for those that are not within any publicly assisted housing, it might be helpful for those residents, those citizens to also have that understanding.

Presentation

Comment: We are doing all of those things now except for the computer training. I don't know if I need to put that in the plan but continue and increase.

Presenter: Continue and increase. You might take a look at one table in the executive summary and make a few edits to it and scan it and send it to David.

Comment: OK.

Presenter: I know there are some challenges between publicly supported housing and publicly assisted housing, excuse me public housing and publicly assisted housing. I want to make sure that those phrases are used correctly between the Housing Authority and the City.

Comment: Publicly assisted would be like the Section 8 or supported housing, is that kind of what you are saying?

Presenter: Somethings that the City does may be and I am not sure what the city does, but maybe there is a rehab program that you use your CDBG funds for or whatever that is. Those are publicly supported affordable housing actions.

Presentation

Comment: Is that over five years?

Presenter: Yes, that is over five years. So, because HUD wants to see a specific number over a five-year period. If you could just say that is reasonable or not.

Comment: If I get some money from the city.

Presentation

Comment: I have no money.

Presenter: If you want you should edit the tables.

Comment: I did, but I will resend them.

Presentation

Comment: Is there a final?

Presenter: This is the version called Public Review. This is what is available. There should be a 45-day public review period. That runs through April 22 through June 6. That is what the City should have announced and for the city it is only a 30-public review, but for the housing authority it is 45 days. So, the whole period is 45 days.

Presentation

Comment: You used the term cost burdened several times. Could you define that for us?

Presenter: A cost burden occurs when people spend 30 to 50 percent of their income on housing and a sever cost burden is, they spend 50 percent or more of their income on housing, that includes the utility cost, water and trash. That does not include internet.

Comment: Is there a question on the survey that asks the surveys what their income is?

Presenter: My experience with that question generally people are not truthful. If you ask it as a blank, they will put a big number. If you ask them which income categories you fall in they check the one or two above. Sometimes we ask it and sometimes we don't, but generally we get renters and homeowners. Any other questions or concerns?

Conclusion



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Sylvester London, Division Manager

cc:

Date: Tuesday, February 4, 2020

Re: Acknowledge receipt of the two quote docket as provided for in section 31-7-13 (b) of the Mississippi Code of 1972.
File Number: 2020-64
Minute Book #

Summary

Acknowledge receipt of the two quote docket as provided for in section 31-7-13 (b) of the Mississippi Code of 1972

Recommendation Statement

Attached is the unadvertised bid docket for the period of December 27, 2019 through January 26, 2020, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review, approval, and acknowledgement on the minutes of the City Council. Should there be any questions, please feel free to contact my office.

Please place this on the February 4, 2020 City Council meeting for consideration.

SUCCESSFUL BID/ OTHER BID	BID RECEIVED	BID AWARDED	BID AMOUNT	PURCHASE ORDER	ITEM DESCRIPTION
SOUTHERN STATE K-9, LLC SOUTHERN COAST K9	12/27/19 12/20/19	12/30/19 12/30/19	11,800.00 19,000.00	195775	(2) K-9'S
SACKS OUTDOOR SUPPLY MS EMBROIDERY COMPANY	01/03/20 01/03/20	01/08/20 01/03/20	16,403.54 17,451.57	195959	HFD, UNIFORM ITEMS/ALL PERSONNEL
SOUTHERN EXTERIORS FENCE CO JEFCOAT FENCE OF HATTIESBURG	01/08/20 01/03/20	01/10/20 01/10/20	11,450.00 11,891.44	196031	6' HIGH CHAIN LINK FENCE INSTALLED AT WATERP
CUSTOM PRODUCTS CORP VULCAN SIGNS	01/03/20 01/09/20	01/10/20 01/10/20	5,852.00 6,016.00	196038	GALVANIZED POST CITY WIDE USE
SPORTS CONTRACTORS UNLIMITED, LLC BURGE EXCAVATING & GRADING	12/20/19 12/20/19	01/10/20 01/10/20	46,471.00 52,500.00	196054	GRADE AND LEVEL BALLFIELD @ 9TH STREET PARK
SOUTHERN ON SITE STORAGE LLC PINE BELT PORTABLE TOILETS	01/10/20 01/13/20	01/13/20 01/13/20	12,972.00 13,140.00	196105	RENTAL OF PORTABLE TOILETS AND HANDWASH STA
CONSOLIDATED PIPE & SPLY CO INC E.H. WACHS	01/13/20 01/13/20	01/14/20 01/20/20	15,960.00 33,860.00	196161	VALVE EXERCISER
CENTRAL PIPE SUPPLY INC CONSOLIDATED PIPE & SPLY CO INC SOUTHERN PIPE & SUPPLY CO INC	01/14/20 01/15/20 01/16/20	01/17/20 01/17/20 01/17/20	7,874.50 9,908.00 11,855.30	196270	PLUMBING SUPPLIES FOR WAREHOUSE STOCK FOR W
CORE & MAIN (HD SUPPLY WATERWORKS) SOUTHERN PIPE & SUPPLY CO INC	01/16/20 01/13/20	01/17/20 01/17/20	5,283.99 5,630.78	196276	MATERIALS FOR DRAINAGE REPAIR AT 9TH STREET
WARREN INC H & H CHIEF SALES	01/17/20 01/17/20	01/21/20 01/21/20	24,600.00 25,500.00	196331	3/4 YARD - 9' DUMP BODY

BILL TO: CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page Date 01/10/20

PO No. 196054

Req No. 2926

VENDOR MAILING: SPORTS CONTRACTORS UNLIMITED, LLC
2010 OAK GROVE RD. BLDG 4 STE 2
HATTIESBURG MS 39402

WAITS SHARON
MINUTE BOOK # PENDING
VENDOR # 00099846

(601) 5454640

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: GRADE AND LEVEL BALLFIELD @ 9TH STREET PARK

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
086300.7295.03	GRADE & LEVEL Grade and level ballfield at 9th Street Park as per the attached plans and specifications.	1.00	EA	46,471.0000	46,471.00

SEND METHOD 1 ()

TOTAL CONTRACT AMOUNT NOT TO EXCEED 46,471.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERBAS EATON
CITY CLERK

Quote/Invoice No. 12/12/19
Order Number 29736 02

QUOTE/INVOICE NO. 12/12/19

MAIL TO:
ELECTRIC DIVISION
PO BOX 1000 ST. LOUIS MO 63102
HAWTHORNE KS 66401

Phone Number 801 8434512

Shipping terms are F.O.B. destination, freight prepaid

PRINTED NAME Sports Suburban, United LLC

STREET ADDRESS 95th Street Park at 9th Street Park as per the

PROJECT LINE: GRADE AND LEVEL BALFIELD & 9TH STREET PARK

ITEM DESCRIPTION	QUANTITY	UNIT	PRICE	EXTENDED PRICE	REMARKS
GRADE & LEVEL BALFIELD & 9TH STREET PARK as per the	1.00	EA	46,471.00	46,471.00	

TOTAL BID PRICE 46,471.00

Anna Thelwell



QUOTE NUMBER: 12-20-19

Page No. : 1
Date : 12/19/19
Order Number : 2038 00

Mail To : CITY OF BATTLESBURG
200 W. 1ST ST. 2ND FLOOR
BATTLESBURG MS 39401

Phone Number : 801 5433612

Shipping terms are F.O.B. Destination, freight prepaid

PRINTED NAME: Sports Equipment: U.S. 1st LLC

STATION: J. 20-19 Date: 12-20-19

PROJECT LINE: GRADE AND LEVEL BATTERED @ 9TH STREET PARK

ITEM DESCRIPTION: GRADE & LEVEL
Grade and level batterfield at 9th Street Park as per the
attached plans and specifications

Request Date: 12/12/19
QTY: 1.00 EA
Unit Price: 46,471.00
Extended Cost: 46,471.00
Delivery Date: 12-19
Expire Date: 12-19

TOTAL BID PRICE: 46,471.00

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 12/12/19
Order Number 2926 00

BURGE GRADING CORP
1299 HWY 589
PURVIS MS 39475

Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Burge Grading Corp.

Phone Number . . 601 5454512

SIGNATURE  DATE 12/20/2019

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: GRADE AND LEVEL BALLFIELD @ 9TH STREET PARK

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
GRADE & LEVEL Grade and Level ballfield, at 9th Street Park as per the attached plans and specifications.	12/12/19	1.00	EA	52,500.00	52,500.00	2/1/2020	6/30/2020

TOTAL BID PRICE 52,500.00

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
 PURCHASE ORDER
 THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

VENDOR MAILING:
 SOUTHERN STATE K-9, LLC
 362 LYNN RAY ROAD
 PETAL MS 39465

MCGINTY, DESTINY
 VENDOR # 00114069

(601) 5454506

SHIP TO :
 CITY OF HATTIESBURG
 MERCHANDISE ORDERED WILL BE PICKED UP

Page 1
 Date 12/30/19
 PO No. 195775
 Req No. 2928

PROCESSING CODE:

PROJECT LINE: (2) K-9'S

SEND METHOD 1 ()

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001100.5467	MALE BELGIAN MALINOIS, GREEN IN TRAINING STAGE POLICE K9 SERVICE	2.00	EA	5,900.0000	11,800.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

11,800.00

SUBMIT SEPARATE INVOICES FOR
 EACH ORDER. PREPAY SHIPPING
 CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
 ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
 ADDRESS ABOVE, CONTACT ACCOUNTING
 (601) 545-4686.

KERMAE EATON
 CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. : : : 1
Date : : : 12/19/19
Order Number : : : 2928 00SOUTHERN STATE K-9, LLC
362 LYNN RAY ROAD
PETAL MS 39465Mail To : : : CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number : : 601 5454512

PRINTED NAME Signa D. Hansen
SIGNATURE [Signature] DATE 12-27-19

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: (2) K-9'S

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
MALE BELGIAN MALINOIS, GREEN IN TRAINING STAGE POLICE K9 SERVICE	12/19/19	2.00	EA	<u>\$5900.00</u>	<u>\$11800.00</u>	<u>1-10-20</u>	

TOTAL BID PRICE \$ 11,800.00*Approved/ atty. General**12-30-2019*

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 12/19/19
Order Number 2928 00SOUTHERN COAST K9
690 META LANE
NEW SMYRNA BEACH FL 32168Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . . 601 5454512

PRINTED NAME

SIGNATURE

Peggy Heiser
Peggy Heiser DATE 12/20/19

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: (2) K-9'S

ITEM DESCRIPTION

MALE BELGIAN
MALINOIS, GREEN IN TRAINING STAGE POLICE K9 SERVICERequest
Date

12/19/19

QTY

2.00

UM

EA

Unit
Price

9500.00

Extended
Cost

19,000.00

Delivery
Date

2/1/20

Expired
Date

3/1/20

TOTAL BID PRICE 19,000.00

* Bid doesnt include shipping as
we do not offer that service.

** Payment Terms required: Net-30

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-545-6661

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432
 PURCHASE ORDER
 POINT OF CONTACT:

BIVINS, REDONDA
 MINUTE BOOK # PENDING
 VENDOR # 00013841

VENDOR MAILING:
 CUSTOM PRODUCTS CORP
 PO BOX 54091
 JACKSON MS 39288-4091

Page Date
 - - 01/10/2011

PO No. - 196038
 Req No. - 2930

SHIP TO :
 CITY OF HATTIESBURG
 TRAFFIC
 125 WALNUT ST
 HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: GALVANIZED POST CITY WIDE USE		SEND METHOD 1		(800)2063444	
Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001191.5545	#990X SUPR-LOK CROSS	200.00	EA	3.1200	624.00
001191.5545	#91UX-OL90 SUPR-LOK UC CAP	200.00	EA	2.1900	438.00
001191.5545	12'-2# GALV POST TAPERED	200.00	EA	23.9500	4,790.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 5,852.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

FOR CORRECTIONS TO VENDOR ADDRESS, ABOVE CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
 CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMCUSTOM PRODUCTS CORP
PO BOX 54091
JACKSON MS 39288-4091Page No. 1
Date 1/02/20
Order Number 2930 00Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W. FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PRINTED NAME Chad Douglas
SIGNATURE Chad Douglas DATE 1/3/20

PROJECT LINE: GALVANIZED POST CITY WIDE USE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
#990X SUPR-LOK CROSS	12/27/19	200.00	EA	\$3.12	\$624.00		
#91UX-OL90 SUPR-LOK UC CAP	12/27/19	200.00	EA	\$2.19	\$438.00		
12'-2# GALV POST TAPERED	12/27/19	200.00	EA	\$23.95	\$4790.00		

TOTAL BID PRICES \$5852.00

A handwritten signature in blue ink, likely of the official responsible for awarding the bid.

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 1/02/20
Order Number 2930 00VULCAN SIGNS
408 E BERRY AVE
PO BOX 1850
FOLEY AL 36536-1850Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME

Vulcan Signs

Phone Number . . . 601 5454512

SIGNATURE

Dennis Lee DATE *1/9/20*

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: GALVANIZED POST CITY WIDE USE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
#990X SUPR-LOK CROSS	12/27/19	200.00	EA	<i>3.63</i>	<i>726.00</i>	<i>30 day</i>	<i>2/4/20</i>
#91UX-0190 SUPR-LOK UC CAP	12/27/19	200.00	EA	<i>3.39</i>	<i>678.00</i>	<i>30 day</i>	<i>2/4/20</i>
12'-2# GALV POST TAPERED	12/27/19	200.00	EA	<i>23.01</i>	<i>4602.00</i>	<i>30 day</i>	<i>2/4/20</i>

TOTAL BID PRICE *6,016.00*

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-545-6661

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432
 POINT OF CONTACT:

DANIELS, ROBERT
 MINUTE BOOK #
 VENDOR # 00002066

SACKS INC
 200 E PINE ST
 PO BOX 2043
 HATTIESBURG MS 39403-2043

CITY OF HATTIESBURG
 PURCHASE ORDER
 R
 ID# 64-6000432

Page
 Date
 PO No.
 Req No.

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01/08/20
 195959
 2931

VENDOR MAILING:
 SACKS INC
 200 E PINE ST
 PO BOX 2043
 HATTIESBURG MS 39403-2043

DANIELS, ROBERT
 MINUTE BOOK #
 VENDOR # 00002066

(601) 5823311
 SHIP TO :
 CITY OF HATTIESBURG
 MERCHANDISE ORDERED WILL BE PICKED UP

PROCESSING CODE:
 SEND METHOD 1 (888)7406278

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
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001160.5350	UNDER ARMOR VALSETZ SIDE ZIP BOOTS, BLACK, ALL SIZES AND COLORS WILL BE PROVIDED	31.00	EA	100.0000	3,100.00
001160.5350	S/S PERFORMANCE POLO RED AND WHITE	38.00	EA	33.9900	1,291.62
001160.5350	L/S PERFORMANCE POLO RED AND WHITE	35.00	EA	44.9900	1,574.65
001160.5350	S/S DRESS UNIFORM SHIRT, NAVY W/PATCH	30.00	EA	44.9900	1,349.70
001160.5350	L/S DRESS UNIFORM SHIRT, NAVY W/PATCH	30.00	EA	49.9900	1,499.70
001160.5350	TRUE MOUNTAIN 6400 JACKET, BLACK W/USA FLAG AND HFD PATCHES APPLIED	30.00	EA	82.9900	2,489.70
001160.5350	TRU SPEC 24/7 PREMIUM TACTICAL PANT, NAVY	45.00	EA	49.9900	2,249.55
001160.5350	S/S DRI-FIT RED PERFORMANCE SHIRT W/SCREEN PRINTING W/ HFD LOGO ON FRONT & BACK	84.00	EA	19.9900	1,679.16
001160.5350	HEAVYWEIGHT SWEATSHIRTS W/ HFD LOGO FRONT & BACK, RED	30.00	EA	22.9900	689.70
001160.5350	DRESS ISSUE UNIFORM TIES, LONG	24.00	EA	19.9900	479.76

TOTAL CONTRACT AMOUNT NOT TO EXCEED 16,403.54

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
 CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 12/30/19
Order Number 2931 OQSACKS INC
200 E. PINE ST
PO BOX 2043
HATTIESBURG MS 39403-2043Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W. FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME Arvon Sackler

Phone Number 601 5454512

SIGNATURE Arvon Sackler DATE 1/3/2020

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: HFD, UNIFORM ITEMS/ALL PERSONNEL

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
UNDER ARMOR VALSETZ SIDE ZIP BOOTS, BLACK, ALL SIZES AND COLORS WILL BE PROVIDED	12/30/19	31.00	EA	\$100.00	\$3100.00	2/15/20	12/31/20
S/S PERFORMANCE POLO RED AND WHITE	12/30/19	38.00	EA	\$33.99	\$1291.62	2/15/20	12/31/20
L/S PERFORMANCE POLO RED AND WHITE	12/30/19	35.00	EA	\$44.99	\$1574.65	2/15/20	12/31/20
S/S DRESS UNIFORM SHIRT, NAVY W/PATCH	12/30/19	30.00	EA	\$44.99	\$1349.70	2/15/20	12/31/20
L/S DRESS UNIFORM SHIRT, NAVY W/PATCH	12/30/19	30.00	EA	\$49.99	\$1499.70	2/15/20	12/31/20
TRUE MOUNTAIN 6400 JACKET, BLACK W/USA FLAG AND HFD PATCHES APPLIED	12/30/19	30.00	EA	\$82.99	\$2489.70	2/15/20	12/31/20
TRU SPEC 24/7 PREMIUM TACTICAL PANT, NAVY	12/30/19	45.00	EA	\$49.99	\$2249.55	2/15/20	12/31/20
S/S DRI-FIT RED PERFORMANCE SHIRT W/SCREEN PRINTING W/ HFD LOGO ON FRONT & BACK	12/30/19	84.00	EA	\$19.99	\$1679.16	2/15/20	12/31/20



43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 2
Date 12/30/19
Order Number 2931 00

PROJECT LINE: HFD, UNIFORM ITEMS/ALL PERSONNEL

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
HEAVYWEIGHT SWEATSHIRTS W/ HFD LOGO FRONT & BACK, RED	12/30/19	30.00	EA	\$ 22.99	\$ 687.70	2/15/20	12/31/20
DRESS ISSUE UNIFORM TIES, LONG	12/30/19	24.00	EA	\$ 19.99	\$ 479.76	2/15/20	12/31/20

TOTAL BID PRICE \$ 16403.54



CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 12/30/19
Order Number 2931 00MISSISSIPPI EMBROIDERY
670 WEATHERSBY RD STE 100
HATTIESBURG MS 39402-1163Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME

GARY PARTAN

Phone Number . . 601 5454512

SIGNATURE

Gary Partan

DATE 2/19/2020

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: HFD, UNIFORM ITEMS/ALL PERSONNEL

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
UNDER ARMOR VALSETZ SIDE ZIP BOOTS. BLACK. ALL SIZES AND COLORS WILL BE PROVIDED	12/30/19	31.00	EA	170.00	3410.00	2/20/2020	2/28/2020
S/S PERFORMANCE POLO RED AND WHITE	12/30/19	38.00	EA	360.00	13680.00		
L/S PERFORMANCE POLO RED AND WHITE	12/30/19	35.00	EA	47.00	1410.00		
S/S DRESS UNIFORM SHIRT, NAVY W/PATCH	12/30/19	30.00	EA	4700	14100.00		
L/S DRESS UNIFORM SHIRT, NAVY W/PATCH	12/30/19	30.00	EA	51.99	1559.70		
TRUE MOUNTAIN 6400 JACKET, BLACK W/USA FLAG AND HFD PATCHES APPLIED	12/30/19	30.00	EA	84.99	2549.70		
TRU SPEC 24/7 PREMIUM TACTICAL PANT, NAVY	12/30/19	45.00	EA	52.99	2384.55		
S/S DRI-FIT RED PERFORMANCE SHIRT W/SCREEN PRINTING W/ HFD LOGO ON FRONT & BACK	12/30/19	84.00	EA	21.99	1847.16		

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 2
Date 12/30/19
Order Number 2931 OQ

PROJECT LINE: HFD, UNIFORM ITEMS/ALL PERSONNEL

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
HEAVYWEIGHT SWEATSHIRTS W/ HFD LOGO FRONT & BACK, RED	12/30/19	30.00	EA	24.99	749.70	2/23/2020	2/23/2020
DRESS ISSUE UNIFORM TIES, LONG	12/30/19	24.00	EA	21.99	521.76	11	

TOTAL BID PRICE 17206.57

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-545-6661

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432
 PURCHASE ORDER
 CITY OF HATTIESBURG

Page Date 01/10/20
 PO No. 196031
 Req No. 2932

VENDOR MAILING: SOUTHERN EXTERIORS FENCE CO
 31023 CRANE CREEK ROAD
 PERKINSTON MS 39573

WAGGONER, ROBIN
 MINUTE BOOK # PENDING
 VENDOR # 00114090

(601) 5454630
 SHIP TO :
 CITY OF HATTIESBURG
 WATER PLANT #1
 5010 OLD HWY 42
 HATTIESBURG MS 39401

PROJECT LINE: 6'HIGH CHAIN LINK FENCE INSTALLED AT WATERPLANT #1
 PROCESSING CODE:
 SEND METHOD 1 ()
 UM UNIT COST TOTAL COST

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
009673.6350	FURNISH & INSTALL 6' HIGH CHAIN LINK FENCE WITH THREE STRAND BARB WIRE APPROX. 1042 LF 1-5/8" TOP RAIL, BOTTOM TENSION WIRE ALL POST TO BE CEMENTED	1.00	EA	11,450.0000	11,450.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 11,450.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
 CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 1/02/20
Order Number 2932 OQSOUTHERN EXTERIORS FENCE
31023 CRANE CREEK ROAD
PERKINSTON MS 39573Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME *Gwen Smith*SIGNATURE *Gwen Smith*DATE *1-8-20*

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 6'HIGH CHAIN LINK FENCE INSTALLED AT WATERPLANT #1

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
FURNISH & INSTALL 6' HIGH CHAIN LINK FENCE WITH THREE STRAND BARB WIRE APPROX. 1042 LF 1-5/8" TOP RAIL, BOTTOM TENSION WIRE ALL POST TO BE CEMENTED	01/02/20	1.00	EA	11,450.00	11/14	TBD	TBD

TOTAL BID PRICE *11,450.00*

CITY OF HATTIESBURG
QUARTER REQUEST RESPONSE

20 No

RECEIVED
CITY OF HATTIESBURG
OFFICE OF THE CITY CLERK
JAN 10 2020

RECEIVED
CITY OF HATTIESBURG
OFFICE OF THE CITY CLERK
JAN 10 2020

MS 39401

Phone Number 601 5454512

PRINTED NAME

SIGNATURE

DATE 1-8

Shipping terms and conditions, freight included

PROJECT LINE: 8' HIGH CHAIN LINK FENCE INSTALLED AT WATERPLANT #1

ITEM DESCRIPTION

Request Date

02/02/20

FURNISH & INSTALL 8' HIGH CHAIN LINK FENCE WITH THREE STRAND BARBED WIRE
ON TOP RAIL, BOTTOM TENSION WIRE
ALL POSTS TO BE CEMENTED

Unit Price

71,450.00

QTY

1.00 EA



[Handwritten signature]
1/10/20



31023 Crane Creek Road
Perkinston, MS 39573
Office: 228-586-2110
Fax: 228-255-67...

Estimate

Date 1/8/2020
Estimate No. 12025

Customer Information

Hattiesburg Water & Sewer Dept
900 James St.
Hattiesburg, MS
Office 601-545-4530
Alan Howe 601-569-6133

Description	Quantity	Rate	Amount
Project: Plant behind Health Dept - Revised to Light Commercial grade. Furnish and install 6' high chain link fence, with (3) strand barbwire, apprx 1042LF, 2 1/2" termination post .080, 1 5/8" line post .080, 1 5/8" top rail, bottom tension wire. All post to be cemented. Exclusions: Boring or Coring thru asphalt or concrete.		11,450.00	11,450.00

Subtotal \$11,450.00
Sales Tax (0.00) \$0.00
Total \$11,450.00

43590

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 1/02/20
Order Number 2932 OQJERICOAT FENCE OF HATTIESB
5328 HWY 42
PO BOX 1167
HATTIESBURG MS 39403-1167Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME

Kenny Smith

SIGNATURE

Kenny Smith DATE *1/3/2020*

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 6' HIGH CHAIN LINK FENCE INSTALLED AT WATERPLANT #1

ITEM DESCRIPTION

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
FURNISH & INSTALL 6' HIGH CHAIN LINK FENCE WITH THREE STRAND BAREWIRE APPROX 1042 LF 1-5/8" TOP RAIL, BOTTOM TENSION WIRE ALL POST TO BE CEMENTED	01/02/20	1.00	EA				

TOTAL BID PRICE *11,891.44*

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
 PURCHASER
 THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page Date 01/13/20

PO No. 196105

Req No. 2935

VENDOR MAILING:
 PORTABLE TOILETS
 dba SOUTHERN ON-SITE
 PO BOX 18798
 HATTIESBURG MS 39404-8798

LEWIS, AKIRA
 MINUTE BOOK # PENDING
 VENDOR # 00072057

(601) 5454667

SHIP TO:
 CITY OF HATTIESBURG
 GROUNDS MAINTENANCE
 139 PARKWAY BLVD
 HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: RENTAL OF PORTABLE TOILETS AND HANDWASH STATIONS W/CLEANING SEND METHOD 1 (769)2236251

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
002300.6449	VENDOR WILL PROVIDE 12 RENTAL PORTABLE TOILETS WITH A ONCE PER WEEK CLEANING AND STOCKING SERVICE INCLUDED ON A PER MONTHLY FEE	12.00	EA	871.0000	10,452.00
002300.6449	VENDOR SHALL PROVIDE 1 HANDICAP PORTABLE TOILET WITH A ONCE PER WEEK CLEANING AND STOCKING SERVICE INCLUDED ON A PER MONTHLY FEE	12.00	EA	100.0000	1,200.00
002300.6449	VENDOR SHALL PROVIDE E 2 RENTAL PORTABLE HANDWASH STATIONS WITH A ONCE PER WEEK CLEANING AND STOCKING SERVICE INCLUDED ON A PER MONTHLY FEE	12.00	EA	110.0000	1,320.00
002300.6449	VENDOR SHALL PROVIDE E EXTRA PORTABLE TOILET CLEANING AND STOCKING SERVICE FOR RENTAL TOILET FOR A PER EACH FEE FROM MARCH 2020-DECEMBER 2020	12.00	EA	.0000	
002300.6449	VENDOR SHALL PROVIDE E EXTRA HANDWASH STATION CLEANING AND STOCKING SERVICE FOR EACH EXTRA CLEANING FOR A PER EACH FEE FROM MARCH TO DECEMBER R 2020 *SERVICE PROVIDED JANUARY 2020 THRU DECEMBER 2020 CITY SHALL COORDINATE WITH VENDOR FOR DELIVERY TO VARIOUS PARKS/FACILITIES FOR VARIOUS EVENTS/ACTIVITIES DURING CONTRACT TERM AS NEEDED*	12.00	EA	.0000	

TOTAL CONTRACT AMOUNT NOT TO EXCEED

12,972.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAE EATON
 CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 1/08/20
Order Number 2935 OQPORTABLE TOILETS
dba SOUTHERN ON-SITE
PO BOX 18798
HATTIESBURG MS 39404-8798Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Mark C. Shows

Phone Number 601 5454512

SIGNATURE *Mark C. Shows* DATE 01/18/2020

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: RENTAL OF PORTABLE TOILETS AND HANDWASH STATIONS W/CLEANING

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
VENDOR WILL PROVIDE 12 RENTAL PORTABLE TOILETS WITH A ONCE PER WEEK CLEANING AND STOCKING SERVICE INCLUDED ON A PER MONTHLY FEE	01/04/20	12.00	EA	871.00	10452.00		
VENDOR SHALL PROVIDE 1 HANDICAP PORTABLE TOILET WITH A ONCE PER WEEK CLEANING AND STOCKING SERVICE INCLUDED ON A PER MONTHLY FEE	01/04/20	12.00	EA	100.00	1200.00		
VENDOR SHALL PROVIDE 2 RENTAL PORTABLE HANDWASH STATIONS WITH A ONCE PER WEEK CLEANING AND STOCKING SERVICE INCLUDED ON A PER MONTHLY FEE	01/04/20	12.00	EA	110.00	1320.00		
VENDOR SHALL PROVIDE EXTRA PORTABLE TOILET CLEANING AND STOCKING SERVICE FOR RENTAL TOILET FOR A PER EACH FEE FROM MARCH 2020-DECEMBER 2020	01/04/20	12.00	EA	-0-	-0-		
VENDOR SHALL PROVIDE EXTRA HANDWASH STATION CLEANING AND STOCKING SERVICE FOR EACH EXTRA CLEANING FOR A PER EACH FEE FROM MARCH TO DECEMBER 2020 *SERVICE PROVIDED JANUARY 2020 THRU DECEMBER 2020 CITY SHALL COORDINATE WITH VENDOR FOR DELIVERY TO VARIOUS PARKS/FACILITIES FOR VARIOUS EVENTS/ACTIVITIES DURING CONTRACT TERM AS NEEDED*	01/04/20	12.00	EA	-0-	-0-		

TOTAL BID PRICE 12,972.00




PINE BELT PORTABLE TOILET
PO BOX 16445
HATTIESBURG MS 39404-6445

Mail To. . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Order Number : 2935 OQ

PRINTED NAME Pine Belt Portable Toilets
SIGNATURE Barlene Bnd DATE 1-13-2020

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: RENTAL OF PORTABLE TOILETS AND HANDWASH STATIONS W/CLEANING

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
VENDOR WILL PROVIDE 12 RENTAL PORTABLE TOILETS WITH A ONCE PER WEEK CLEANING AND STOCKING SERVICE INCLUDED ON A PER MONTHLY FEE	01/04/20	12.00	EA	\$780.00	\$9360.00	2-1-2020	12-31-2020
VENDOR SHALL PROVIDE 1 HANDICAP PORTABLE TOILET WITH A ONCE PER WEEK CLEANING AND STOCKING SERVICE INCLUDED ON A PER MONTHLY FEE	01/04/20	12.00	EA	\$85.00	\$1020.00	2-1-2020	12-31-2020
VENDOR SHALL PROVIDE 2 RENTAL PORTABLE HANDWASH STATIONS WITH A ONCE PER WEEK CLEANING AND STOCKING SERVICE INCLUDED ON A PER MONTHLY FEE	01/04/20	12.00	EA	\$110.00	\$1320.00	2-1-2020	12-31-2020
VENDOR SHALL PROVIDE 2 EXTRA PORTABLE TOILET CLEANING AND STOCKING SERVICE FOR RENTAL TOILET FOR A PER EACH FEE FROM MARCH 2020-DECEMBER 2020	01/04/20	12.00	EA	\$100.00	\$1200.00	2-1-2020	12-31-2020
VENDOR SHALL PROVIDE 2 EXTRA HANDWASH STATION CLEANING AND STOCKING SERVICE FOR EACH EXTRA CLEANING FOR A PER EACH FEE FROM MARCH TO DECEMBER 2020 *SERVICE PROVIDED JANUARY 2020 THRU DECEMBER 2020 CITY SHALL COORDINATE WITH VENDOR FOR DELIVERY TO VARIOUS PARKS/FACILITIES FOR VARIOUS EVENTS/ACTIVITIES DURING CONTRACT TERM AS NEEDED*	01/04/20	12.00	EA	\$240.00	\$2880.00	2-1-2020	12-31-2020

TOTAL BID PRICE \$13140.00

BILL TO: CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

WAGGONER ROBIN
MINUTE BOOK # PENDING
VENDOR # 90011533

SHIP TO
CITY OF HATTIESBURG
WATER PLANT #2
900 JAMES STREET
HATTIESBURG MS 39401

PO No. 196161
Req No. 2936

Page Date 01/14/20

VENDOR MAILING:
CONSOLIDATED PIPE & SUPPLY CO INC
5285 GREEN WAY DR
JACKSON MS 39204-3212

PROCESSING CODE:
SEND METHOD 1 (601)9222611

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
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009672.7399	VALVE EXERCISER SPECIFICATIONS FOR VALVE EXERCISER: -OPERATES ALL VALVES 4" TO 60" -FROM 0 TO 400 FT LBS OF TORQUE DEPENDING ON HYDRAULIC PRESSURE SUPPLY -WILL FIT ANY STANDARD 2" REAR OR FRONT HITCH RECEIVER -SELF LEVELING AND SWIVELING HEAD TO CONNECT TO VALVE WRENCH -ANALOG TORQUE GAUGE -LED DIGITAL REVERSIBLE AND RESETTABLE COUNTER -MANUAL CONTROLS FOR OPERATION AND TORQUE CONTROL -HEAVY DUTY LOCKING TOOL BOX -ONE YEAR WARRANTY FOR PARTS AND SERVICE BEGINNING ON DELIVERY DATE -MINIMUM 6.5 HORSEPOWER GAS ENGINE -HYDRAULIC TANK CAPACITY 5 GALLON WITH OIL LEVEL SITE GLASS	1.00	EA	15,960.0000	15,960.00
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TOTAL CONTRACT AMOUNT NOT TO EXCEED 15,960.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAE EATON
CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. : : : 1/09/2000
Order Number : : : 2926 00CONSOLIDATED PIPE & SUPPLY
3223 GREENWAY DR
JACKSON MS 39204-3212Mail To. : CITY OF HATTIESBURG
PURCHASING DIVISION
220 W. FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number : 601 5454512

PRINTED NAME Derek ChapmanSIGNATURE Derek Chapman DATE 1-13-20

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: VALVE EXERCISER

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
VALVE EXERCISER SPECIFICATIONS FOR VALVE EXERCISER: -OPERATES ALL VALVES 4" TO 60" -PRESSURE SUPPLY LES OF TORQUE DEPENDING ON HYDRAULIC -FILL WITH ANY STANDARD 2" REAR OR FRONT HITCH RECEIVER -SELF LEVELING AND SWIVELING HEAD TO CONNECT TO VALVE WRENCH -ANALOG TORQUE GAUGE -LED DIGITAL REVERSIBLE AND RESETTABLE COUNTER -MANUAL CONTROLS FOR OPERATION AND TORQUE CONTROL -HEAVY DUTY LOCKING TOOL BOX -ONE YEAR WARRANTY FOR PARTS AND SERVICE BEGINNING ON DELIVERY DATE -MINIMUM 6.5 HORSEPOWER GAS ENGINE -HYDRAULIC TANK CAPACITY 5 GALLON WITH OIL LEVEL SITE GLASS	01/09/20	1.00	EA	\$ 15,960.00	\$ 15,960.00	2-17-20	2-28-20

TOTAL BID PRICE \$ 15,960.00

1/14/20

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 1/09/20
Order Number 2936 00E. H. WACHS
600 KNIGHTSBRIDGE PKWY
LINCOLNSHIRE IL 60069Mail To. . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W. FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME Jeff Swiatowy

Phone Number . - 601 5454512

SIGNATURE [Signature] DATE 01/13/20

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: VALVE EXERCISER

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
VALVE EXERCISER SPECIFICATIONS FOR VALVE EXERCISER: -OPERATES ALL VALVES 4" TO 60" -FROM 0 TO 400 FT LBS OF TORQUE DEPENDING ON HYDRAULIC PRESSURE SUPPLY -WILL FIT ANY STANDARD 2" REAR OR FRONT HITCH RECEIVER -SELF LEVELING AND SWIVELING HEAD TO CONNECT TO VALVE WRENCH -ANALOG TORQUE GAUGE -LED DIGITAL REVERSIBLE AND RESETTABLE COUNTER -MANUAL CONTROLS FOR OPERATION AND TORQUE CONTROL -HEAVY DUTY LOCKING TOOL BOX -ONE YEAR WARRANTY FOR PARTS AND SERVICE BEGINNING ON DELIVERY DATE -MINIMUM 6.5 HORSEPOWER GAS ENGINE -HYDRAULIC TANK CAPACITY 5 GALLON WITH OIL LEVEL SITE GLASS	01/09/20	1.00	EA	\$33,860.00	\$33,860.00	4 weeks	06/30/20

TOTAL BID PRICE \$33,860.00

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
 PURCHASE ORDER
 THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

VENDOR MAILING: SOUTHERN PIPE & SUPPLY CO INC
 116 LUNDY LN
 PO BOX 1511
 HATTIESBURG MS 39401

WAITES, SHARON
 MINUTE BOOK # PENDING
 VENDOR # 00002144

(601) 5454640
 SHIP TO :
 CITY OF HATTIESBURG
 ENGINEERING/PUBLIC SERVICES
 212 WEST FRONT STREET-CENTENNIAL BLDG
 HATTIESBURG MS 39401

PROJECT LINE: MATERIALS FOR DRAINAGE REPAIR AT 9TH STREET BALLPARK

PROCESSING CODE: SEND METHOD 1 (601)5838844

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
086300.7295.03	EJ 1701 RING&COVER	1.00	EA	169.5000	169.50
086300.7295.03	EJ 5115 F&G SETS	1.00	EA	767.0000	767.00
086300.7295.03	EJ V-7380	15.00	EA	140.2500	2,103.75
086300.7295.03	1.12" SDR-26 SEE ATTACHED DRAWINGS FOR DIMENSIONS ALL ITEMS MUST BE DELIVERED ON SITE NO LATER THAN JANUARY 27, 2020, OR BEFORE. QUESTIONS SHOULD BE DIRECTED TO: SID GONSOULIN 601-818-4121 OR SGONSOULIN@HATTIESBURGMS.COM	42.00	EA	11.5900	486.78
086300.7295.03	EJ V-7380	15.00	EA	140.2500	2,103.75

TOTAL CONTRACT AMOUNT NOT TO EXCEED 5,630.78

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
 CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMSOUTHERN PIPE & SUPPLY CO
116 LUNDY LN
PO BOX 1511
HATTIESBURG MS 39401CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1598
HATTIESBURG MS 39401Page No.
Date 1/13/20
Order Number 2937 00

Mail To

PRINTED NAME Keenan Stevens

Phone Number . . . 601 5454512

SIGNATURE Keenan Stevens DATE 01-13-20

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: MATERIALS FOR DRAINAGE REPAIR AT 9TH STREET BALLPARK

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
EJ 1701 RING&COVER	01/10/20	1.00	EA	269.50	269.50	1-10-20	3-1-20
EJ 5115 F&G SETS	01/10/20	1.00	EA	767.00	767.00	1-10-20	3-1-20
EJ V-7380	01/10/20	30.00	EA	140.25	4207.50	1-10-20	3-1-20
	01/10/20	42.00	EA	11.59	486.78	1-10-20	3-1-20

1. 12" SDR-26
SEE ATTACHED DRAWINGS FOR DIMENSIONS
ALL ITEMS MUST BE DELIVERED ON SITE NO LATER THAN
JANUARY 27, 2020, OR BEFORE.
QUESTIONS SHOULD BE DIRECTED TO: SID GONSOULIN 601-818-4121
OR SIGNSOUT.IN@HATTIESBURGMS.COM

TOTAL BID PRICE 5630.78

Sid Gonsoulin
1/17/20

Keenan Stevens

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 1/14/20
Order Number 2937 OQCORE & MAIN
PO BOX 28330
ST LOUIS MO 63146Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME Sidney S. Andrews Sr Phone Number . . 601 5454512SIGNATURE Sidney S. Andrews Sr DATE 1-16-20

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: MATERIALS FOR DRAINAGE REPAIR AT 9TH STREET BALLPARK

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
EJ 1701 RING&COVER	01/10/20	1.00	EA	97.19	97.19		
EJ 5115 F&G SETS	01/10/20	1.00	EA	508.96	508.96		
EJ V-7380	01/10/20	15.00	EA	285.62	8568.60		
	01/10/20	42.00	EA	937.44	39355.4		

1. 12" SDR-26

SEE ATTACHED DRAWINGS FOR DIMENSIONS
ALL ITEMS MUST BE DELIVERED ON SITE NO LATER THAN
JANUARY 27 2020. OR BEFORE
QUESTIONS SHOULD BE DIRECTED TO: SID GONSOLIN 601-818-4121
OR SGONSOLIN@HATTIESBURGMS.COMTOTAL BID PRICE 9568.29

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-545-6661

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432
 PURCHASE ORDER
 POINT OF CONTACT:

WAGGONER, ROBIN
 MINUTE BOOK #
 VENDOR # 90001191

VENDOR MAILING:
 CENTRAL PIPE SUPPLY INC
 101 WARE RD
 PO BOX 5470
 PEARL MS 39288-5470

Page Date
 PO No. 196270
 Req No. 2938

01/17/20

PROCESSING CODE:

PROJECT LINE: PLUMBING SUPPLIES FOR WAREHOUSE STOCK FOR WATER TRANS. DEPT.

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
009672.5610	1"FORDBRASSCOUPLING #C44-44-G-NL	100.00	EA	17.5400	1,754.00
009672.5610	3/4FORDBRASSCOUPLIN #C44-33-G-NL	100.00	EA	15.3400	1,534.00
009672.5610	3/4SERVICETUBING/FT ULTRA-PURE BLUE 250# SDR-9 PE4710	1000.00	EA	.2000	200.00
009672.5610	2"BRONZEGATEVALVE #514T08LF	10.00	EA	32.4000	324.00
009672.5610	2X3 S/B PATCH CLAMP #245-00023803-000	50.00	EA	7.7000	385.00
009672.5610	3/4STD.GALV.COUPLIN 6639	50.00	EA	2.4300	121.50
009672.5610	3/4FORDBRASSCURBSTO #B11-333W-NL	50.00	EA	44.9800	2,249.00
009672.5610	3/4F.B.ANGLE CURB S #KV13-332W-NL	50.00	EA	26.1400	1,307.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 7,874.50

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
 CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMCENTRAL PIPE SUPPLY INC.
101 WARE RD
PO BOX 5470
PEARL MS 39288-5470Mail To . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 3908
HATTIESBURG MS 39401Page No. . . . 1
Date . . . 1/14/20
Order Number . . . 2938 OQPRINTED NAME Matthew Watson

Phone Number . . 601 5454512

SIGNATURE Matthew Watson DATE 01/14/20

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: PLUMBING SUPPLIES FOR WAREHOUSE STOCK FOR WATER TRANS. DEPT.

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
1" FORDBRASS COUPLING #C44-15-G-NL	01/14/20	100.00	EA	17.54	1754.00	3-days	2/22/20
3/4" FORDBRASS COUPLIN #C44-33-G-NL	01/14/20	100.00	EA	15.34	1534.00	3-days	2/22/20
3/4" SERVICE TUB INC/FT ULTRA-PURE BLUE 250# SDR-9 PE4710	01/14/20	1000.00	EA	0.20	200.00	3-days	2/22/20
2" BRONZE GATE VALVE #S14-T08LF	01/14/20	10.00	EA	32.40	324.00	3-days	2/22/20
2X3 S/B PATCH CLAMP #245-00023803-000	01/14/20	50.00	EA	7.70	385.00	3-days	2/22/20
3/4" STD. GALV. COUPLIN 6639	01/14/20	50.00	EA	2.43	121.50	3-days	2/22/20
3/4" FORDBRASS COUPLING #B11 333W-NL	01/14/20	50.00	EA	44.98	2249.00	3-days	2/22/20
3/4" E. B. ANGLE CURB S #KV13-332W-NL	01/14/20	50.00	EA	26.14	1307.00	3-days	2/22/20



1/17/20

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. : : : 2
Date : : : 1/14/20
Order Number : : : 2938 OQ

PROJECT LINE: PLUMBING SUPPLIES FOR WAREHOUSE STOCK FOR WATER TRANS. DEPT.

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
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TOTAL BID PRICE 7,874.50



CENTRAL PIPE SUPPLY - JACKSON
101 WARE ROAD
PEARL, MS 39208
601-939-3322
Fax 601-932-8944



Quotation

EXPIRATION DATE	QUOTE NUMBER
02/22/2020	S100204022
CENTRAL PIPE SUPPLY - JACKSON 101 WARE ROAD PEARL, MS 39208 601-939-3322 Fax 601-932-8944	
PAGE NO.	
1 of 1	

QUOTE TO:

SHIP TO:

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

CITY OF HATTIESBURG
900 JAMES ST
HATTIESBURG, MS 39401-4012

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
6000					
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
MATTHEW WARREN		BEST WAY	Net 10th Prox	01/08/2020	Yes
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE	
100ea	FORD BRASS COUPLING 1" #C44-44-G-NL CTS X CTS Pn: 3240		17.540/ea	1754.00	
100ea	FORD BRASS COUPLING 3/4" #C44-33-G-NL CTS X CTS Pn: 3236		15.340/ea	1534.00	
1000ft	100' SERVICE TUBING 3/4" CTS ULTRA-PURE BLUE 250# SDR-9 PE4710 Pn: 4593		0.200/ft	200.00	
10ea	BRONZE GATE VALVE IMPORT 2" #514T08LF Pn: 2237		32.400/ea	324.00	
50ea	S/B PATCH CLAMP 2" X 3" #245-00023803-000 Pn: 5976		7.700/ea	385.00	
50ea	MERCH STEEL GALV STD COUPLING 3/4" Pn: 6639		2.430/ea	121.50	
50ea	FORD BRASS CURB STOP 3/4" #B11-333W-NL FIP X FIP Pn: 13347		44.980/ea	2249.00	
50ea	FORD BRASS ANGLE CURB STOP 3/4" #KV13-332W-NL FIPT X METER SWIVEL Pn: 3230		26.140/ea	1307.00	
Tax not included. Pricing is good for 30 days unless otherwise noted.			Subtotal		7874.50
			S&H Charges		0.00
			Amount Due		7874.50

QUOTE REQUEST RESPONSE FORM

Date : 1/14/20
Order Number : 2938 00

CONSOLIDATED PIPE & SUPPL
5235 GREEN WAY DR
JACKSON MS 39204-3212

Mail To : CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number : 601 5454512

PRINTED NAME: Lee McCoy

SIGNATURE: Lee McCoy DATE: 01-15-2020

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: PLUMBING SUPPLIES FOR WAREHOUSE STOCK FOR WATER TRANS. DEPT.

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
1"FORDBRASSCOUPLING #C44-44-G-NL	01/14/20	100.00	EA	21.64	2,164. ⁰⁰	01-30-20	02-15-20
3/4FORDBRASSCOUPLIN #C44-33-G-NL	01/14/20	100.00	EA	19.10	1,910. ⁰⁰	01-30-20	02-15-20
3/4SERVICETUBING/FT ULTRA-PURE BLUE 250# SDR-9 PE4710	01/14/20	1000.00	EA	0.26/ft	260. ⁰⁰	01-30-20	02-15-20
2"BRONZEGATEVALVE #514T08LF	01/14/20	10.00	EA	26. ⁰⁰	260. ⁰⁰	01-30-20	02-15-20
2X3 S/B PATCH CLAMP #245-00023803-000	01/14/20	50.00	EA	8.50	425. ⁰⁰	01-30-20	02-15-20
3/4STD. GALV. COUPLIN 6639	01/14/20	50.00	EA	11.15	557.50	01-30-20	02-15-20
3/4FORDBRASSCURBSTO #B11-333W-NL	01/14/20	50.00	EA	55. ⁰⁰	2,750. ⁰⁰	01-30-20	02-15-20
3/4F.B. ANGLE CURB S #RV13-332W-NL	01/14/20	50.00	EA	31.63	1,581.50	01-30-20	02-15-20

QUOTE REQUEST RESPONSE FORM

Order No. : 1/14/20
Date : 2938 OQ

PROJECT LINE: PLUMBING SUPPLIES FOR WAREHOUSE STOCK FOR WATER TRANS. DEPT.

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
------------------	--------------	-----	----	------------	---------------	---------------	--------------

TOTAL BID PRICE 9908.00

SOUTHERN
PIPE & SUPPLY

Order Acknowledgement - Quote Order

UPC Vendor	Invoice Date	Order #
0000000	3794861-00	
PO Date	PO #	Page #
01/08/20		1

Correspondence To
Southern Pipe & Supply Company
4330 Hwy 39 N.
PO Box 5738
MERIDIAN, MS 39301

Bill To
City Of Hattiesburg
PO Box 1898
ACCOUNTING DEPT
HATTIESBURG, MS 39403
2434996
Cust #

Ship To City Of Hattiesburg PO Box 1898 ACCOUNTING DEPT HATTIESBURG, MS 39403	Ship Point Via	Customer P/U SOUTHERN PIPE - HATTIESBURG	Shipped Terms 10Prox,Net30
Instructions	Currency		

Ln	Product	UPC	Item #	Quantity Ordered	Quantity Backordered	Quantity Shipped	Qty UM	Unit Price	Price UM	Discount Multiplier	Amount (Net)
1	FC4444G-NL 1 GIXGJ CPLG	00000		100		100	each	22.19		0.00	2219.00
2	FC4433G-NL	00000		100		100	each	19.39		0.00	1939.00
3	UPBBLUECT34100	00000		1000		1000	FT	0.26		0.00	260.00
4	NDIGVLNL	00000		10		10	EA	19.63		0.00	196.30
5	JCM11102383	00000		50		50	EA	21.26		0.00	1063.00
6	JCM 111 FULL-REPAIR CIAMP 2X3 IPS	00000		50		50	EA	5.50		0.00	275.00
7	FB11333WNL	00000		50		50	EA	56.89		0.00	2844.50
8	FKV13332WNL	00000		50		50	each	61.17		0.00	3058.50
Interchange Prod: UFR2050											
KV13-332W-NL 3/4 FIP X MTR SWL ANGLE VLV											

8 Lines Total

Qty Shipped Total 1410

Total

Invoice Total

11855.30
11855.30

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-545-6661

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432
 POINT OF CONTACT:

WAGGONER, ROBIN
 MINUTE BOOK # PENDING
 VENDOR # 90017209

VENDOR MAILING:
 WARREN INC
 PO BOX 1719
 COLLINS MS 39428-1719

CITY OF HATTIESBURG
 PURCHASE ORDER
 ORDER #

Page
 Date

PO No.
 Req No.

01/21/20
 196331
 2939

SHIP TO :
 CITY OF HATTIESBURG
 WATER PLANT #2
 900 JAMES STREET
 HATTIESBURG MS 39401

PROCESSING CODE:

SEND METHOD 1 (601)7654554

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
009676.7399	3/4 YD-9'DUMP BODY 3/4 YARD 9' DUMP BODY WITH 3/16" DECK 24"FRONT 18"SIDES VERTICAL BRACING, HYDRAULIC HOIST CYLINDER, TIPPING VALVE TANK MOUNT *** TWO DUMP BODIES REQUIRED ***	2.00	EA	12,300.0000	24,600.00

PROJECT LINE: 3/4 YARD - 9' DUMP BODY

TOTAL CONTRACT AMOUNT NOT TO EXCEED 24,600.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
 CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 1/17/20
Order Number 2939 00WARREN INC
PO BOX 1719
COLLINS MS 39428-1719Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Cindy SullivanSIGNATURE Cindy Sullivan DATE 1/17/20

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 3/4 YARD - 9' DUMP BODY

ITEM DESCRIPTION

3/4 YD-9' DUMP BODY
3/4 YARD 9' DUMP BODY
WITH 3/16" DECK, 24" FRONT, 18" SIDES
VERTICAL ERACING, HYDRAULIC HOIST CYLINDER,
TIPPING VALVE TANK MOUNT
*** TWO DUMP BODIES REQUIRED ***

Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
01/17/20	2.00	EA	12,500.00	24,600.00	4/1/20	JUN 2020

01/17/2020 PRI 12:31 FAX 6015456661 Hattiesburg purchasing

TOTAL BID PRICE \$24,600.00

1/21/20

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 1/17/20
Order Number 2939 00

WARREN INC
PO BOX 1719
COLLINS MS 39428-1719

Mail To. . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME

Cindy Sullivan

Phone Number . . 601 5454512

SIGNATURE

Cindy Sullivan DATE 01.17.20

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 3/4 YARD - 9' DUMP BODY

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
3/4 YD-9'DUMP BODY 3/4 YARD 9' DUMP BODY WITH 3/16" DECK, 24" FRONT, 18" SIDES, VERTICAL BRACING, HYDRAULIC HOIST CYLINDER, TIPPING VALVE TANK MOUNT *** TWO DUMP BODIES REQUIRED ***	01/17/20	2.00	EA	12,300.00	24,600.00	April 2020	June 2020

TOTAL BID PRICE \$24,600.00

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 1/17/20
Order Number 2939 OQ

H & H CHIEF SALES
PO BOX 456
CARTHAGE MS 39051

Mail To. . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Tim Bell
SIGNATURE [Signature] DATE 1-17-20

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 3/4 YARD - 9' DUMP BODY

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
3/4 YD-9' DUMP BODY WITH 3/16" DECK 24" FRONT 18" SIDES VERTICAL BRACING HYDRAULIC HOIST CYLINDER. TIPPING VALVE TANK MOUNT *** TWO DUMP BODIES REQUIRED ***	01/17/20	2.00	EA	12.750	25.500	5-1-20	7-1-20

TOTAL BID PRICE * 25,500.00

MEMORANDUM

TO: Mayor and Council
FROM: Michael Pope
DATE: January 27, 2020
SUBJECT: Unadvertised Bid Docket Acknowledgement

Attached is the unadvertised bid docket for the period of December 27, 2019 through January 26, 2020, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review, approval, and acknowledgement on the minutes of the City Council. Should there be any questions, please feel free to contact my office.

MAP



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, February 4, 2020

Re: Acknowledge bids received on January 16, 2020 for a Regenerative Sweeper Truck for the City of Hattiesburg Public Works Department, and reject both bids received from Vacuum Truck Sales and Sansom Equipment Company due to not meeting the city's advertised specifications; Authorize re-advertisement for same.

File Number: 2020-65

Minute Book #

Summary

Acknowledge bids received on January 16, 2020 for a Regenerative Sweeper Truck for the City of Hattiesburg Public Works Department, and reject both bids received from Vacuum Truck Sales and Sansom Equipment Company due to not meeting the city's advertised specifications; Authorize re-advertisement for same.

Recommendation Statement

I recommend rejecting all bids submitted authorizing re-advertisement for same.

Please place this on the February 4, 2020 City Council meeting for consideration.

Specification Sheet

RT655 SWEEPER

Series RT655

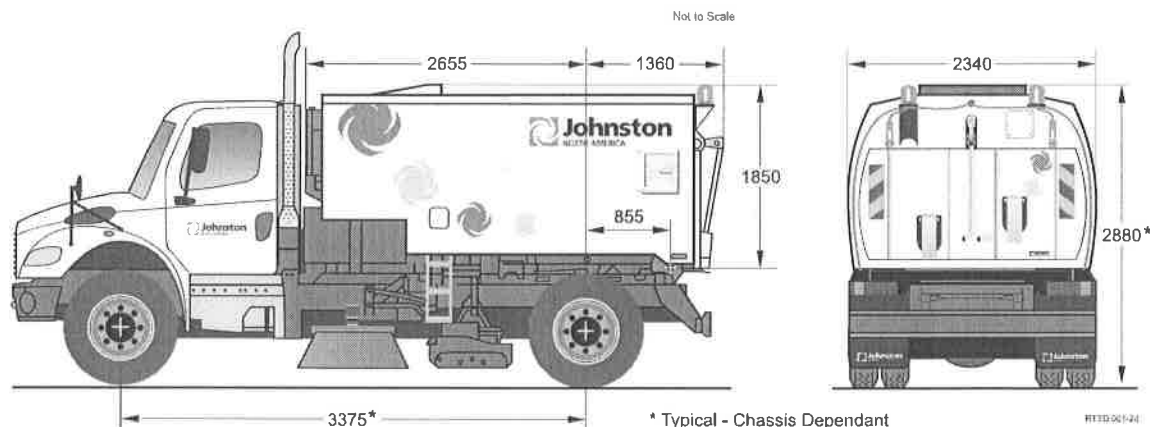
Sheet 1 of 1

Revision: A

Subject Technical Information and Data

Date: 06.10.2015

Dimensions in mm



Data and Performance Information

Capacities	
Hopper voided volume	6.55m ³ (8.57 yds ³)
Payload voided volume	5.6m ³ (7.32 yds ³)
Payload capacity	6 Tonnes (chassis dependent)
Fuel tank	220 litres (58 Us gal)
Water tank	900 litres (253 Us gal)
Hydraulic system	60 litres (18.5 Us gal)

Engine Data	
Model	John Deere 4045HF285
Cubic capacity	4.5 litres (275 in ³)
Gross rated power	86kW @ 2200 rpm (111 hp)
Maximum torque	525Nm @ 1500 rpm (387 lb/ft)
Legislation compliance	NRMM Tier 3 EC directive 97/68EC
Operational rpm	Variable between 1200-2000rpm
Sump capacity	10 litres (2.6 Us gal)
Ambient temperature	46°C worldwide approval
Cold start capability	-15°C

Sweeping Equipment	
Channel brush (CB)	Ø 1100mm (43")
CB life expectancy	80 accumulated working hours (nom)
Pick up hood width	2350mm (92.5")
Nozzle trunking diameter	Ø 350mm (14")

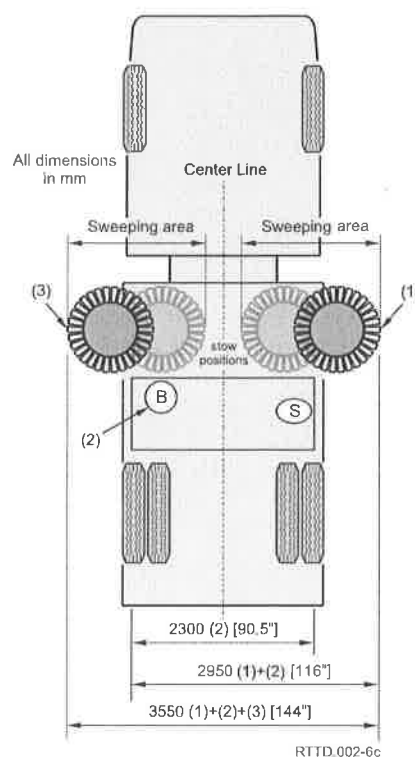
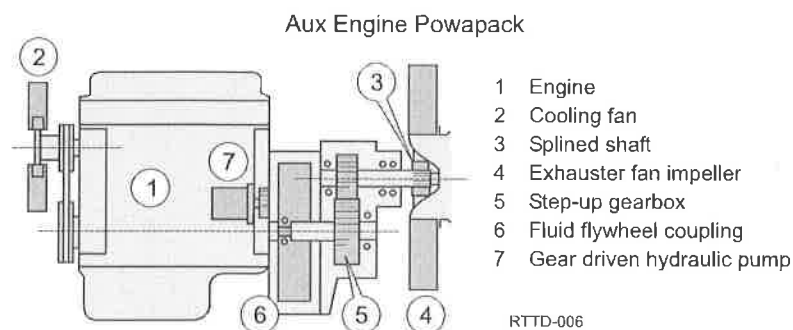
General Data	
Chassis requirement	13-15 Tonnes
Wheelbase	3375mm nominal (133")
Dump height	1000mm (nom) chassis dependent
Dump angle	55° nominal
Door opening angle	125° nominal
Filter mesh area	1.31m ² (1.60 yds ²)
Dust spray pump output	Up to 35l/min (9.2 Us gal)
Dust spray water pressure	3.5 bar
Hydraulic suction filtration	125 micron
Hydraulic return filtration	25 micron
Hydraulic pump displacement	16.8 cc/rev. max output 32 litres
Sweeping speeds	2-15 kph (1-9 mph) chassis dependent

Johnston Sweepers Limited, Curtis Road, Dorking, Surrey RH4 1XF, UK
 Tel: +44 (0) 1306 884722 Fax: +44 (0) 1306 884151
www.johnstonsweepers.com E-mail: enquiries@johnstonsweepers.com

Due to continuous product development Johnston Sweepers reserves the right to alter specifications without prior notice.



Technical Specification



Base specification

Performance data

Exhauster fan:

Heavy duty, dynamically balanced impeller with multivane corrosion resistant blades. Operational speed variable between 2400 rpm - 3500rpm to suit operation. Driven from the auxiliary engine via step-up gearbox and fluid flywheel coupling.

Step-up gearbox ratio: 1.79:1

Side Brooms:

Large 44 inch, hydraulic driven, leading arm, digger type, free floating side brooms with in-cab adjustable speed and down pressure insure aggressive cleaning of curbs and gutters.

The side brooms feature a heavy duty steel disc, drilled for either four or five segment broom sections. The broom material is tempered steel tines, 26 inches long.

At the operator's discretion, from in-the cab, the dual brooms can extend out to achieve a 144 inch total reach to facilitate cul-de-sac and curve sweeping.

Pick up hood:

Low noise suction system with 350mm diameter suction and blast hoses.

Dust suppression system:

Dust suppression sprays located at the pick up hood, channel brush(es) and across the front of the pick up hood. Pressadrain water purging system.

Electrical system:

12 or 24 volt.
All external loom connections are full automotive IP67 rated.

Controls:

Cab mounted master switch panel housing sweep controls condition status indicator lamps, including:

- Raised hopper warning
- Auxiliary engine hour counter
- Equipment fuel gauge
- Low level lost water
- Engine tachograph meter
- Low level hydraulic oil indicator

In cab noise:

<75 dB(A) generally (dependent on chassis selection).

Exterior noise / Sound power level:

L_{WA} 110 dB(A) for turbocharged engine measured in accordance with EC directive 2000/14/EC.

Body

Comprises of hopper and engine cowl. Fabricated from heavy duty 4mm thick steel plate.

A separate water tank incorporates anti-surge baffles and filled via a type 'A' water hydrant fill.

A twin diaphragm pump runs continuously and is able to run dry.

Single lock rear door latching system with de-watering function.

Rear discharge chute, twin rear caged beacons.

Automatic body propping mechanism.

Optional equipment

- Camera monitoring system.
- Hydrant layflat hose and stowage basket.
- Pneumatic mesh shakers.
- Rear mounted power assisted 8 inch Wanderhose.
- Rear mudflaps.
- Rotatilt.
- Rotating/strobe beacons.
- Supawash - high pressure washing system 32 l/min @ 100 bar. Handance, hose reel, Front spraybars optional.
- Rear LED Work lights.
- Bonded Intake Ducts.

A comprehensive range of additional options is available. Please ask for details.

Johnston Sweepers Limited, Curtis Road, Dorking, Surrey RH4 1XF, UK
Tel: +44 (0) 1306 884722 Fax: +44 (0) 1306 884151
www.johnstonsweepers.com E-mail: enquiries@johnstonsweepers.com

Due to continuous product development Johnston Sweepers reserves the right to alter specifications without prior notice.





LIMITED WARRANTY

Johnston North America Inc. ("Johnston") warrants to the original end user purchaser ("You" or "Your") that Johnston's product (the "Product") will be free from material defects in workmanship and materials under normal use and service during the **first two thousand (2,000) hours of operation or for a period of twenty-four (24) months from the date of purchase, whichever occurs first**. Johnston further warrants to You that with respect to Johnston-branded spare parts, each such spare part which is installed in a Product in connection with a valid warranty claim will be free from material defects in workmanship and materials under normal use and service for a period of twelve (12) months from the date of installation.

The following are additional terms applicable only to the particular Product or parts identified (and subject to all other terms in this Limited Warranty):

HOPPER WARRANTY STATEMENT - Truck Mounted V, R & ES - Range Sweepers

Johnston North America hereby certifies that the sweeper's Debris Hopper Body, excluding normal wear and tear and excluding inlet wear tubes, plates and screens, shall be warranted against rust perforation, corrosion perforation and any failure of the internal hopper protective coatings for the lifetime of the sweeper, provided the sweeper is continuously owned by the original purchaser, and provided the warranty is requested in the customer's bid specifications. Coverage includes parts and labor in accordance with the terms in the Limited Warranty. This additional limited warranty is not transferable.

IMPELLER/SUCTION FAN DRIVE SYSTEM WARRANTY STATEMENT - Truck Mounted V & R-Range Vacuum Sweepers

Johnston North America hereby certifies that the sweeper's impeller/suction fan drive system, excluding the auxiliary engine and suction fan, shall be warranted for five (5) years from the original date of purchase of the sweeper, provided the sweeper is continuously owned by the original purchaser and provided the warranty is requested in the customer's bid specifications. Coverage includes all components between the engine flywheel and the suction fan. The warranty shall also cover normal wear items such as belts, pulleys, bearings, shafts, fluid couplings, clutches and seals. Coverage includes parts and labor in accordance with the terms in the Limited Warranty. This additional limited warranty is not transferable.

There is NO WARRANTY in cases of damage in transit, negligence, abuse, abnormal usage, misuse, accidents, normal wear and tear, damage due to environmental or natural elements, failure to follow Johnston's instructions, or improper installation, storage or maintenance. This Limited Warranty does not cover chassis or engines, and Johnston's sole obligation with respect to such chassis and engines shall be limited to assigning or transferring to You any written warranty extended to Johnston by the manufacturer thereof, to the extent such warranty may reasonably be assigned or transferred. However, Johnston does not guarantee that the manufacturer will comply with any of the terms of its warranty. This Limited Warranty does not cover any of the following: (1) parts designated by Johnston as consumable items; (2) fuel, hydraulic fluid, antifreeze and other lubricants used in connection with maintenance or warranty work; or (3) downtime incurred in connection with maintenance or warranty work. Improper or incorrectly performed maintenance or repair that causes damage to the Product will void this Limited Warranty. This Limited Warranty applies only to original equipment supplied by Johnston and to genuine Johnston-branded spare parts. Without limiting any of the foregoing, there is NO WARRANTY for unauthorized parts or materials, or for any equipment failure caused by the use of such unauthorized parts or materials including, without limitation, non-OEM brooms, hoses and filters. Johnston must have received Your properly completed warranty registration card within fifteen (15) days of Your purchase of the Product or the Limited Warranty shall not apply and there shall be NO WARRANTY. This Limited Warranty is not transferrable.

The availability of relief under this Limited Warranty is conditioned on: (a) Your delivery of written notice (as described below) of the defect within thirty (30) days after Your discovery of the defect (or if the defect is discovered during delivery to You, within 24 hours after such delivery), which notice must include a detailed written report describing (i) the problem, (ii) the circumstances under which the problem was discovered, and (iii) any additional relevant information; and (b) defective part(s) being held by You until disposal or return has been authorized in writing by Johnston. For the avoidance of doubt, if any of the foregoing conditions are not met, then there is NO WARRANTY.

Johnston's sole and exclusive obligation under this Limited Warranty (and Your sole and exclusive remedy) shall be, upon prompt written notice by You to Your authorized North America Johnston dealer of any claim or breach during the

applicable warranty period, to either, at Johnston's option, repair or replace without charge, any Product or Johnston-branded part found by Johnston to be covered by and in breach of this Limited Warranty.

Notice of any warranty claim or request for warranty service should be sent to the Johnston-authorized dealer that sold the Product to You, or any other person authorized by Johnston in writing. It is Your responsibility to perform the recommended maintenance at the intervals outlined in the applicable Product manual or in accordance with other written instructions provided by Johnston. You will be responsible for transportation of the Product to and from an authorized dealer's place of business.

Any assistance Johnston provides to or procures for You outside the terms, limitations or exclusions of this warranty will not constitute a waiver of the terms, limitations or exclusions of this Limited Warranty, nor will such assistance extend or revive the warranty.

Johnston will not reimburse You for any expenses incurred in repairing or replacing any defective Products, except for those incurred with Johnston's prior written permission.

This warranty gives You specific legal rights, and You may also have other rights which vary from state to state.

THE EXPRESS WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES. JOHNSTON HEREBY DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS AND IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow limitations on how long an implied warranty lasts, so the limitation in the prior sentence may not apply to You. Any oral or written description of the Products is for the sole purpose of identifying the Products and is not an express warranty. No person is authorized to make any other warranty or assume for Johnston any liability not strictly in accordance with this Limited Warranty. Prior to using or permitting use of the Products, You agree to determine the suitability of the Products for the intended use and further agree to assume all related risk and liability. You agree that Johnston has no post-sale duty to warn You or any other party about any matter.

YOU AGREE THAT JOHNSTON WILL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES. JOHNSTON'S AGGREGATE LIABILITY WITH RESPECT TO ANY PRODUCT AND THIS CONTRACT SHALL BE LIMITED TO THE MONIES RECEIVED BY JOHNSTON FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM. Some states do not allow the exclusion or limitation of incidental and consequential damages, so the above limitation or exclusion may not apply to You.

Whenever possible, each provision of this Limited Warranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any portion is deemed invalid or unenforceable, the remaining portions shall still be enforceable.





CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

Regenerative Sweeper Truck
City of Hattiesburg

Project documents obtained from www.CentralBidding.com
04-Jan-2020 06:24:50 AM

**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.

** Please see attachment for compliance details.*

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	Yes Exceed	
<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.	Yes	
<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	Yes	

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	Yes	
Lights: 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	Yes	
Front & Rear Axles/Suspension: 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	Yes	
Engine: 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.	Yes	
Transmission: 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	Yes	
Fuel Tank: 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	Yes Exceed	
Engine Equipment: 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	Yes	
Wheels & Tires: 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.	Yes	

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	Yes	
Brakes -- ABS: 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	Yes	
Steering: 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.	Yes	
Safety Features: 1) Standard DOT package as required plus 2) Minimum 5 lb. fire extinguisher mounted in cab	Yes	
Accessories: 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	Yes	
Options/Attachments: 1) Full length cab access handles on outside of cab for operator entry assist on both the right and left sides	Yes	
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.	No * See attachment	
Operating Controls: 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	Yes Exceed	
Power Pack: 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.	No #1 * See attachment	

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	Yes	
<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	Yes Exceed	
<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 it's 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	No #2 * See attachment	

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	Yes	
Hydraulic System: 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	Yes	
Water System: 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	No #1 * See attachment	
Vacuum Impeller Fan: 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.	Yes Exceed * See attachment	
Intake System: 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	Yes	

Pickup Head Unit: 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	Yes	
Gutter Brooms: 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 line 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.	Yes	
Air System, if used: 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	Yes	
Centralized Systems: 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	Yes	
Safety Optional Equipment: 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.	Yes	

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	Yes	
Spare Parts: A spare parts package to be provided to include at a minimum the following at initial machine delivery: Qty Description 1- Replacement set of gutter brooms In addition Vacuum Truck Sales & Service will provide the City of Hattiesburg with a Complimentary 50 hr. and 500 hr. Service.	Yes Exceed * See attachment	
Manuals and Training: The following documentation shall be supplied upon delivery of unit: 1) Sweeper: 1 each -Driver/Operator Guides, 2) Truck chassis: 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.	Yes	
Truck and Sweeper Warranty: 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.	Yes	
Delivery: The winning bidder MUST deliver the new Sweeper within <u>7-14 CALENDAR DAYS</u> after receipt of Purchase Order.	Yes	
General Information: 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	Yes	

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.	Yes	

VENDOR INFORMATION

Company/Firm Name	Vacuum Truck Sales & Service
Authorized Representative-sign	
Authorized Representative-print	Phillip Mechatto
Phone Number	601-940-6012
Facsimile Number	601-414-2029
Email	pmechatto@vtsales.net
Bid Amount	non-priced proposal

1-6-2020

City of Hattiesburg Mississippi, Regenerative Sweeper Truck Bid Spec Compliance

Re: Explanation of the Johnston Sweeper Specifications comparison.

Local MS Dealer: Vacuum Truck Sales & Service, 408 Hwy 49 S, Richland MS 39218

Truck/Chassis/Frame:

- 1) Spec list a 2019 M2 Freightliner. We exceed this with a 2020 M2 Freightliner.

Fuel Tank:

- 1) Spec list minimum 50 gallon fuel tank that supplies both the primary and secondary diesel engine. We exceed this by having a 50 gallon fuel tank for the auxiliary John Deere engine and a separate 55 gallon tank on the Freightliner chassis.

Sweeper Unit:

- 1) Spec list a 9.6 cubic yard hopper. **This Johnston RT655 has a 8.5 cubic yard hopper that is Solid 4003 Series Stainless Steel that comes with a Standard Lifetime Warranty.**

Operator Controls:

- 1) Spec list the Dump Controls shall be mounted inside the cab and a weatherproof controller mounted outside the cab. Johnston exceeds this by providing a Pendant Controller connected via a flexible cable that is stored inside the cab and always out of the weather to prevent potential problems due to moisture. Using the flexible cable the Operator can safely tip the body and open the rear door from both inside and outside the cab. The cord is long enough to allow the Operator clear visibility at the rear and on all sides of the sweeper while opening and closing the rear door and while raising the hopper to dump the load. This design keeps the operator and controller out of the weather and provides clear sight of obstructions or people that might be present. The body can be tipped with or without the engine running via an electric motor.

Power Pack:

- 1) Spec list a John Deere 134 HP Tier 4 Engine. This Johnston comes with a John Deere 115 HP @2200 RPM Tier 3 Engine that meets all US EPA Flex Engine requirements. Tier 4 engines are being phased in to replace the Tier 3's. All Tier 4 Engines require the new SCR Injector Systems to inject DEF Fluids into the exhaust systems to meet new standards. To power the new SCR Systems more HP is required to meet this extra load. Your technicians will quickly tell you that given the choice they much prefer the Tier 3 engines over the new Tier 4's. Tier 4 engines are much more expensive to run, service and maintain. This Johnston RT655 Sweeper has one of the last Tier 3 engines available. It will provide the City of Hattiesburg with a big advantage over the Tier 4's by eliminating time to regen, being easier to service and less expensive to maintain.

Dust Separator:

- 1) Spec list that the Dust Separator shall be made of high strength steel. Johnston exceeds this with using a Solid 4003 Series Stainless Steel "S" Style Dust Separator that is more resistant to abrasions, rust and corrosion and it doesn't require a rubber liner. This "S" Style Dust Separator is 36" x 48" and will automatically and self-empty when the hopper is tipped.

Sweeper Hopper Body:

- 1) Spec list the Hopper shall be made of stainless steel construction. Johnston's entire hopper is Solid 4003 Series Stainless Steel that is stronger and is more resistant to abrasion compared to lesser series of stainless steel.
- 2) Spec list a 9.6 cubic yard hopper. The Johnston hopper is 8.5 cubic yard, Solid 4003 Series Stainless Steel with a Standard Lifetime Warranty.
- 3) Spec list that the entire top of the hopper shall have screening. Johnston's Hopper design is fully enclosed to protect the auxiliary engine and reduce noise levels, thus keeping the sweeper quiet and not to disturb residents.

Water System:

- 1) Spec list water tank will have minimum of 600 gallon capacity. Johnston's RT has a 253 gallon water capacity. Johnston engineers have carefully considered water capacity, safety and the effects of extra weight on the chassis and road surfaces. In addition the extra weight increases stopping distances and can contribute to weight shifts that can contribute to roll overs.
- 2) Spec list an electric water pump. Johnston does not use electric water pumps like those found in RV's. Johnston uses a very high quality Hardy Run Dry Pump that is self-pumping and driven hydraulically. The Hardy Run Dry Pump will not be damaged when operated without water.

Vacuum Impeller Fan:

- 1) Spec list that the connection between the auxiliary engine and blower impeller must use belts. Belts require adjusting, replacing and generate noise. Johnston exceeds this with a Step-Up Gearbox System that is adjustment free and comes standard with a 5-year warranty. The Step-Up Gearbox provides a ratio of 1:1.79 which allows the engine to run at a lower rpm while the thus saving fuel while generating less noise, while the "Stainless Steel Impeller Fan" turns at a higher speed generating better sweeping performance. The Step-Up Gear Box is maintenance free, saves about 1,000 gallons of fuel each year, reduces noise, and provides a higher return on investment. Please see attached literature for more information on this important feature.

Spare Parts Section:

- 1) In addition to providing a replacement set of gutter brooms, **Vacuum Truck Sales & Service will provide Hattiesburg with a free complimentary 50 hr. and 500 hr. Service.** This will help build a strong relationship, establish open communication lines between technicians, and keep the sweeper properly adjusted during critical break in periods and to ensure all operators are properly trained and confident.

General Information:

- 1) Spec references the State of Mississippi Reciprocal Preference Law. Vacuum Truck Sales & Service is proud to be the only authorized sweeper dealer and certified service center in the State of Mississippi.

We truly appreciate your consideration and we look forward to becoming a valued partner with the City of Hattiesburg!

Thanks again and feel free to call with any question,

Phillip Mechatto

601-940-6012

www.vtsales.net



SANSOM
Equipment Company

BIRMINGHAM, AL
2800 Powell Ave. S
Birmingham, AL 35233
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7760 Highland Ave. N
Mobile, AL 36608
251-631-3766

SHELBYVILLE, TN
3196 Hwy. 231 N
Shelbyville, TN 37160
615-696-7066

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GARBAGE TRUCKS



SEWER CAMERAS



KNUCKLE BOOM LOADERS & TRAILERS

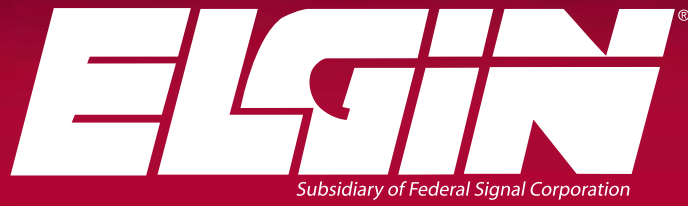


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IMPROVED OPERATOR EXPERIENCE • EASE OF MAINTENANCE • SAVES TIME/COST



PROVEN SINGLE-ENGINE REGENERATIVE AIR SWEEPER

Searching for a solution that eliminates maintaining and servicing an auxiliary engine on a regenerative air sweeper? Elgin® Sweeper Company has the answer. The Crosswind1® eliminates all things associated with a diesel auxiliary engine, providing value to customers that extends beyond having one less engine. The Crosswind1 has undergone years of customer focused testing and validation; ensuring a design that exceeds expectations!



APPLICATION SOLUTIONS

Elgin Sweeper doesn't offer just one sweeping technology — we take an application-based approach to solving our customers' sweeping needs. Our team works with every customer to ensure they get a machine that fits their specifications, with the right truck, engine configuration, fuel requirements, and options.

POWERFUL SUPPORT

Elgin Sweepers are built for clean, backed for life. Throughout the life of the sweeper, we offer team training on proper use and maintenance. We have a world-wide network of experienced dealers with factory trained technicians and a local stock of OEM parts and accessories, to ensure total customer peace of mind.

UNMATCHED QUALITY

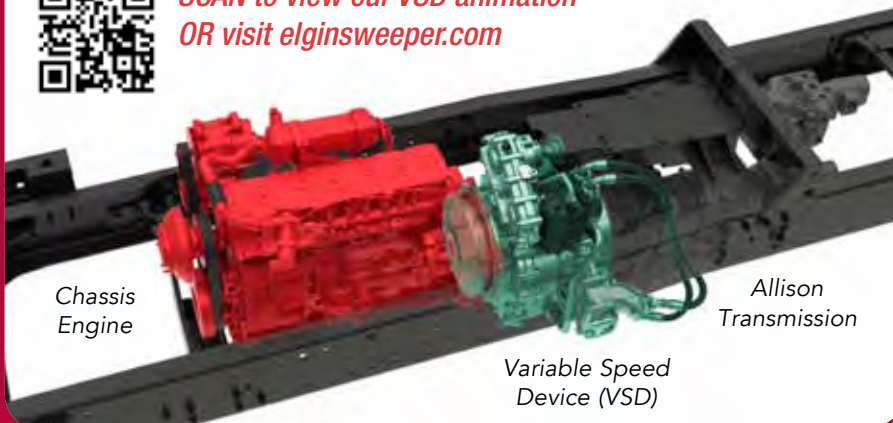
The Crosswind was introduced nearly 30 years ago and has been continuously improved in design and production. Elgin sweepers are manufactured in an ISO:9001 certified manufacturing plant. Products are painted prior to assembly and quality tested. The Crosswind1 is proudly assembled in the U.S.A. using only the finest materials.

VARIABLE SPEED DEVICE (VSD) TECHNOLOGY

The Crosswind1 single-engine provides a simple solution; a single push-button operation. This procedure incorporates a Variable Speed Device (VSD) – a planetary gearbox – located between the chassis engine and the Allison transmission. The VSD has two modes of operation; road mode and work mode.



*SCAN to view our VSD animation
OR visit elginsweeper.com*



The VSD replaces the diesel auxiliary engine, eliminates a complex aftertreatment system, and untimely regenerations. It's simple to operate, and carries a three year warranty.

SINGULAR PUSH-BUTTON TECHNOLOGY

The Crosswind1 does not require engaging the park brake before shifting into work or road modes. Shift-on-the-fly design provides unmatched ease of operation; combined with increased productivity.

ROAD MODE:

When the VSD is in road mode, the chassis operates normally. The accelerator pedal controls the chassis engine speed and the transmission shifts normally.

WORK MODE:

When the VSD is in work mode, the chassis accelerator now controls only the input speed to the transmission, not the chassis engine speed.



SUPERIOR SINGLE-ENGINE REGENERATIVE AIR SWEEPER

FLEXIBLE DESIGN

The Crosswind1 mounts on a conventional or cab-over chassis, respectively offering maneuverability, visibility, ease of entry and egress. Elgin's standard auto pickup-in-reverse feature protects the sweep components while allowing quick change of sweeping locations.

HIGH CAPACITY/EFFICIENT LOADING

The 8 cu. yard (6 m³) capacity hopper provides extended sweeping time. Abrasion-resistant steel inlet deflector directs debris flow to the center of the hopper for maximum capacity utilization. Drop down hopper screens make the Crosswind1 easy to clean.

ERGONOMIC CONTROLS

The Crosswind1's centrally-mounted console features rocker switches for all sweep functions and complete gauges (fuel level, fan hour meter, fan RPM) for quick review of system conditions. A backup camera and alarm are standard for increased operational awareness and safety.

POWERFUL BLOWER

The Crosswind1 features a nine-vane closed face turbine blower. Vanes are constructed from Hardox® brand steel for durability.

RESILIENT HOUSING

Replaceable urethane liners inside blower housing extends service life.





SIMPLE, EASY - MAINTENANCE ACCESS

The Crosswind1 is designed so that systems are accessible and easy to service. The hydraulic system with o-ring face seal (ORFS) fittings is designed for long life and leak-free operation. Heavy-duty, waterproof electrical connectors, and color-coded wires are functionally stamped for quick identification and trouble shooting.

SUPERIOR DUST SUPPRESSION

The durable 240 gal. (908 L) polyethylene water tank provides ample water capacity. Water is delivered using two run-dry water pumps; distributed through quick-to-clean water nozzles. High/low in-cab selectable pump speeds allow adjustment by application.

UNIQUE TRAILING ARM SIDE BROOMS

Elgin's trailing arm design provides inward motion to avoid obstacles. Standard parallelogram linkage allows side brooms to closely follow road contours, and maintain a consistent broom tilt (angle) with the road surface. Digging pressure is adjustable in-cab. Brooms can be extended outward for maximum sweep path



Elgin's optional Memory Sweep[®] system allows the operator to resume all previous sweep settings, even broom tilt (if so equipped), with one touch control. Memory Sweep incorporates a multi-screen display that indicates system diagnostics, as well as optional features such as broom tilt angle, vacuum enhancer position, and broom hours.



HYDROSTATICALLY DRIVEN BLOWER

Eliminates frequent tensioning of a belt driven blower. Vibration and noise from belt slippage is avoided.



POWERFUL CLEANING SYSTEM



EFFICIENT AIR CONVEYANCE SYSTEM

Efficient air flow, including a superior vacuum source and air routing path, is essential to Crosswind1.

- High volume air flow at high velocity results in exceptional one-pass pickup while reducing plugging that can occur in similar type sweepers.
- A nine-vane closed face turbine blower is hydrostatically driven, eliminating belt tensioning, and provides vibration free and quiet operation.
- A centrifugal dust separator minimizes pressure loss and maximizes sweep performance and fan life.



HIGH PRODUCTIVITY SWEEP SYSTEM

The sweep path picks up debris close to the curb and across a wide area.

- A 90 in. (2286 mm) wide pick-up head and hydraulically driven 42 in. (1067 mm) dual side brooms provide a 12 ft. (3658 mm) wide sweep path.
- Work with brooms fully extended, or add the optional full broom retract feature for powerful scrubbing action in front of the pick-up head.
- An optional center broom provides added digging power for compacted debris.
- A 12 3/4 in. (324 mm) diameter suction hose accepts large debris. Quick disconnect allows operator to inspect and clean hose and intake tube without raising hopper.
- The vacuum enhancer facilitates sweeping under light and bulky debris conditions.

Crosswind® SPECIFICATIONS:

SWEEP SYSTEM

High performance regenerative air
Sweeping path: 12 ft. (3658 mm)
Side brooms: 42 in. (1067 mm)

PICK-UP HEAD

High flow with pressure and
vacuum chamber 2700 sq. in.
(17,450 sq. cm.)

Pressure hose diameter:
14 in. (356 mm)

Suction hose diameter:
12 3/4 in. (324 mm)

Variable Speed Device (VSD)

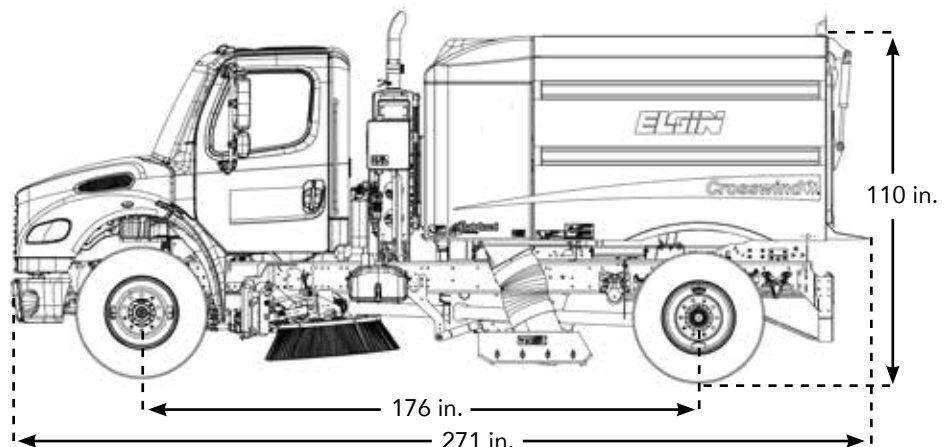
Installed between the chassis engine
and the Allison transmission;
eliminates auxiliary engine
Singular in-cab push button control

CHASSIS

Choice of conventional or
cab-over chassis

TRAVEL SPEED

Highway speeds



POPULAR ENHANCEMENTS



WANDERING HOSE

The versatile, hydraulic-assist hose gets into hard to reach places and is effective in catch basin cleaning. It handles multiple tubes for especially deep catch basin cleaning.



LIFELINER® HOPPER SYSTEM

The LifeLiner® hopper liner and finish system greatly improves the life, durability, and dumping functionality of a sweeper hopper. It is backed by a lifetime warranty*.

ADDITIONAL ENHANCEMENTS:

- Center broom
- Memory Sweep®
- Side broom tilt
- High pressure washdown/
high pressure pump
- Front spray bar
- Hopper deluge
- Auxiliary hydraulic pump
- PM-10 compliant
- Full side broom retract
- Variable speed side brooms
- Full-width magnet
- Rotating beacon
- Auxiliary lighting packages
- In-cab control for vacuum
enhancer
- Broom hour meter
- Enhanced water control
- Additional water:
140 gal. (530 L), 280 gal.
(1060 L), 360 gal. (1363 L)
- R or L inspection door
- FlowBlocker™
- Quiet Pak™ Acoustical
insulation

**VISIT THE CROSSWIND PAGE ON ELGINSWEEPER.COM
FOR APPLICATION-SPECIFIC CONFIGURATIONS**



CROSSWIND FSX®

Top Performance On and Off the Runway



CROSSWIND GRS

Glycol Recovery Sweeper

What does the Crosswind[®] mean?

-  *less engine to maintain*
-  *less belt to tension*
-  *button operation*
-  *less engine regeneration*
-  *less emission aftertreatment system*
-  *less noisy engine*

 **MORE REASON...**
TO BUY AN ELGIN!

WARRANTY

Elgin Sweeper Company backs the Crosswind1 sweeper with a one-year limited warranty. The Crosswind1 is warranted against defects in material or workmanship for a period of 12 months from the date of delivery to the original purchaser. Optional extended warranty packages are available. Consult your Elgin dealer for complete warranty information.

Your local Elgin Dealer is:



elginsweeper.com

1300 W. Bartlett Road • Elgin, IL 60120 U.S.A.
(847) 741-5370 Phone • (847) 742-3035 Fax

Specifications subject to change without notice. Some items shown may be optional. Elgin® Crosswind1® Crosswind FSX® Ecolinfused® LifeLiner® and Memory Sweep® are registered trademarks of Federal Signal Corporation. Hardox® is a registered trademark of Hardox wear plate. Federal Signal Corporation is listed on the NYSE by the symbol FSS.

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SINGLE-ENGINE 4 WHEEL REGENERATIVE AIR SWEEPER

Searching for a solution that eliminates maintaining and servicing an auxiliary engine on a regenerative air sweeper? Elgin Sweeper Company has the answer. The Crosswind1® eliminates all things associated with a diesel auxiliary engine, providing value to customers that extends beyond having one less engine. The Crosswind1 has undergone years of customer focused testing and validation; ensuring a design that exceeds expectations!

ELIMINATES:

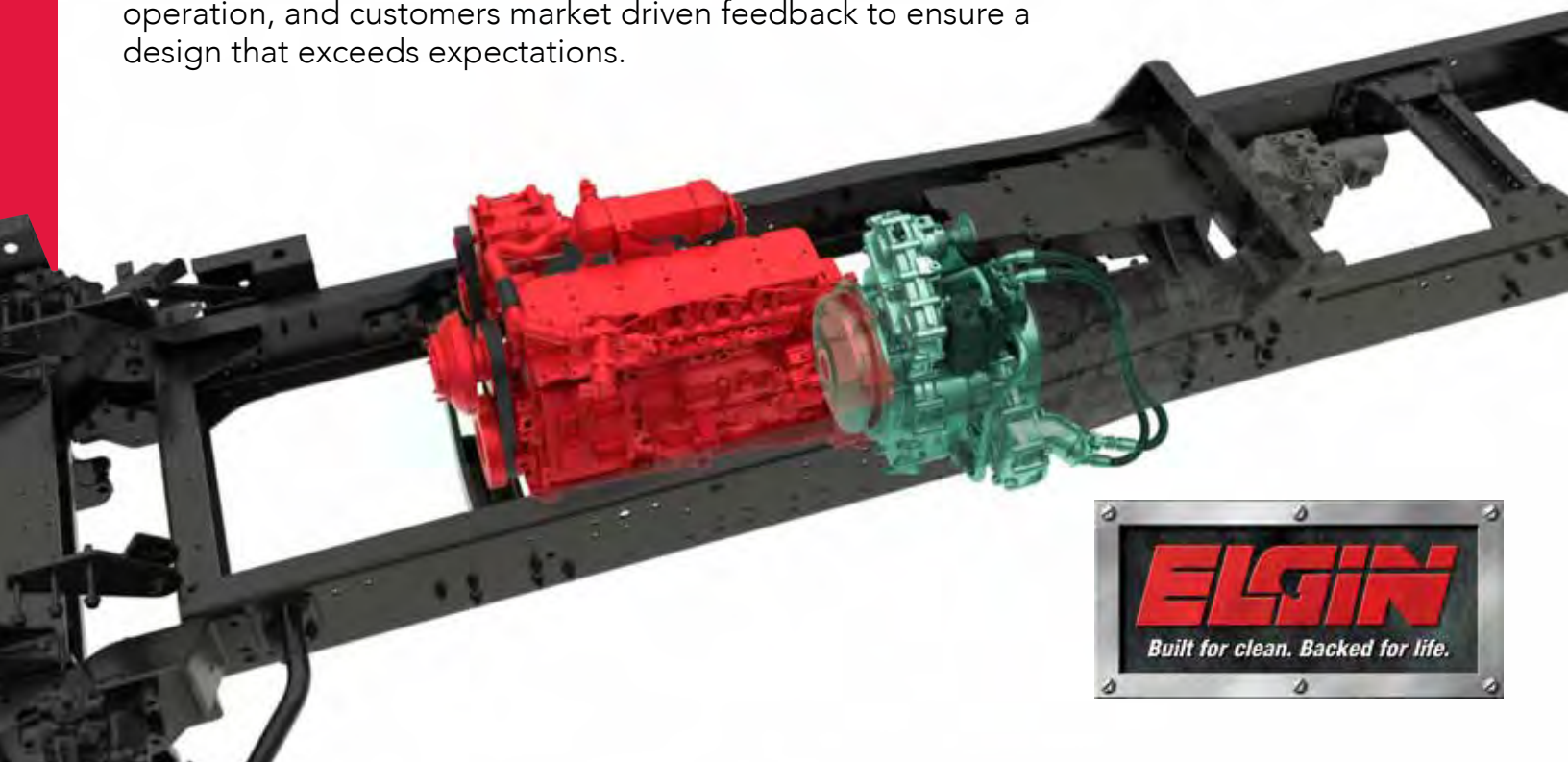
- Maintaining two engines
- Complex aftertreatment system, and maintenance
- Untimely auxiliary engine regenerations
- Cost exposure resulting from "missed" auxiliary engine regenerations
- Cumbersome belt tensioning systems
- Auxiliary engine noise and vibration

CUSTOMER FEEDBACK:

- Increases productivity
- Easy to use and learn; single push-button on-the-fly operation
- Quiet operation
- Reduces daily checks

EXHAUSTIVELY PROVEN OVER:

Years of testing and validation, with thousands of miles and hours in operation, and customers market driven feedback to ensure a design that exceeds expectations.



Sweep System - Single-Engine

Variable Speed Device (VSD)

Replaces auxiliary engine; installed between the chassis engine and the Allison transmission

In "Road Mode" VSD produces 1:1 speed ratio between chassis and transmission

In "Work Mode" VSD allows chassis accelerator pedal to control input to transmission and engine speed remains constant - fan speed is adjustable

Singular in-cab push button control

No parking brake requirement

No complex EPA off-highway aftertreatment system

Single-engine System

Make Variable Speed Device

Type Planetary Gearbox Design

Horsepower 240 (179 kW) approved input rating

Torque 560 ft-lb approved input rating

Air Cleaner Dual safety element dry type

Alarm For Low Hyd Oil / High Hyd Temp

Chassis Engine*

Make Cummins ISB 6.7 or equivalent

Type in-Line 6 cylinder, turbocharged diesel

Displacement 409 cu. In. (6.7 L)

Horsepower 200 (150 KW) @ 2400 RPM

Torque 520 ft-lbs (708 Nm) @ 1600 RPM

Fuel Tank Capacity 50 gal (189 L)

Electrical System

Chassis Battery Rating 12 volt

Sweeper Battery Rating 1000CCA

Chassis Engine Alternator 160 amperes

Instrumentation / Controls

Rocker switches in central console gauges:

Blower tachometer, hour meter, fuel, voltmeter, coolant temperature, spray water level gauge, hopper up, hopper rear door open, full load indicator

VSD mounted Oil Level Sight Gauge

Sweep System - Components

General Specifications

Sweeping path:

Pickup Head only

90 in (2,286 mm)

Pickup Head & one Side Broom

117 in (2,971 mm)

Pickup Head & two Side Brooms

144 in (3,658 mm)

Travel speed Up to highway speed

Blower

Drive direct Jaw-type coupling with hydraulic 2.87 cu-in (47 cc) displacement bent axis motor

Blower Construction Hardox brand steel

Blower Housing 10 gauge (3.4 mm) Steel, replaceable urethane-lined for extended wear

Pickup Head

Length 90 in (2,286 mm)

Head Area Approx. 2,700 in² (17,420 cm²)

Hose Diameters

Pressure 14 in (355 mm)

Suction 12 3/4 in (324 mm)

Control Hydraulic raising and lowering

Vacuum Enhancer External, manually controlled

Hose Connection Quick disconnect type near pickup head at lower area of suction hose

Hose Construction Flexible rubber steel reinforced

Side Broom

Diameter 42 in (1067 mm)

Disc Construction Steel plate

Speed Constant

Drive Hydraulic motor, protected by relief valve

Mounting Free floating trailing arm

Motion Pneumatically inward/outward, raised/lowered

Adjustment Inward/outward, forward/backward

Digging Pressure/wear control pneumatic in cab

Sweep Position Fully extended or in front of pickup head with optional full retract feature

Type Segment set disposable

Debris Hopper

Volumetric Capacity 8 yd³ (6 m³)

Effective Dump Angle 50 degrees

Dust Separator Self-cleaning, centrifugal

Lifting Hydraulic, two-stage telescoping cylinder

Hopper Dump Door Hydraulic open/close and lock/unlock

Hopper Dumping Control In-cab switches combined with Dump Mode control

Hopper Screens Hinged, quick release, steel

Hydraulic System

Purpose Powers hydraulic motors on side brooms, blower fan, and activates hopper dump cycle

Hydraulic Blower Pump variable - piston type - with 4.2 cu-in (68.8 cc) /rev rating

Hydraulic Sweeper Pump gear driven with capacity of 19.5 GPM (73.8 LPM) @ 3400 RPM; sweeper brooms, hopper dump, and pickup head raise/lower

Reservoir Capacity 23 gal (87 L)

Filter Sweeper Functions System 10 micron spin-on type filter, twin suction strainers 100 mesh. Cooler hydraulic system accessible without raising hopper.

Filter Blower System 6 micron canister type

Filter reservoir vent 10 micron spin-on type breather

Spray Water System

Water Tank Construction Polyethylene

Water Tank Capacity 240 gal (908 L)

Fill Hose 16 ft 8 in (5,080 mm)

Pump Type Diaphragm with run-dry capability with HI or LO selectable pump speeds

Pump Capacity 8 GPM (30 LPM)

Pump Pressure 40 PSI (2.7 bar)

Spray Nozzles Total of 16 (21, with optional center broom)

Quick release brass for ease of cleaning or service.

7 in pickup head (12 if with center broom)

3 in suction tube

6 (3 each) side brooms

Controls On-off switches in cab, manually adjustable valves

Filter 100 mesh, cleanable

Fittings Prestomatic Push-To-Lok type with thermoplastic tubing

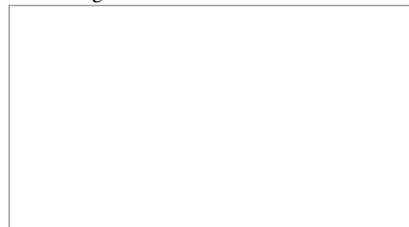
Available Enhancements

- Glycol recovery system
- FSX Airport Application System
- MemorySweep®
- Broom hour meter
- Full broom retract
- In-cab vac enhancer control
- Enhanced water control
- Aux. lighting packages
- In-cab side broom tilt
- Variable broom speed
- Wandering hose
- 8 in (203 mm) diameter
- Auto lubrication system
- LifeLiner® Hopper System
- Stainless steel hopper
- Hopper inspection door(s)
- Hopper deluge washout system
- Quiet Pak™ acoustical insulation on front cowl and access doors
- Hopper drain
- Center broom in pick-up head
- High/low pressure washdown
- Auxiliary water tank capacities
- Water system air purge
- PM-10 water system
- Caster pick-up head wheels
- Full-width magnet
- Cast aluminum side air blast nozzle
- Aluminum refillable side broom segments
- Extended warranty

Paint

Powder Coated,
Standard Elgin white
and gray

Your Elgin Dealer is:



*Chassis dependent

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Chassis

Available on commercial
cab-over and conventional
Consult factory

Warranty

Sweeper

1 year parts and labor

VSD

3 year parts and labor



Elgin Sweeper Company
1300 W. Bartlett Rd.
Elgin, Illinois, U.S.A. 60120-7529
847-741-5370 Phone
847-742-3035 Fax
www.elginsweeper.com

Effective 4/19

Specifications subject to change without notice.
P/N 0705414-D

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	Exceed 2020 year X	
<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.	X	
<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 ✓ yes 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	✓	
Lights: 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	✓	
Front & Rear Axles/Suspension: 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	✓	
Engine: 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.	✓	
Transmission: 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	✓	
Fuel Tank: 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	✓	
Engine Equipment: 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	✓	
Wheels & Tires: 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 ✓		
Brakes -- ABS:		
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 ✓		
Steering:		
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.		
Safety Features:		
1) Standard DOT package as required plus -		
2) Minimum 5 lb. fire extinguisher mounted in cab -		
Accessories:		
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.		Rear vision only
3) Weatherproof for all weather conditions		
Options/Attachments:		
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.	yes 8 yd	
Operating Controls:		
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.		Exceed N/A
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		✓
Power Pack:		
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.	Exceed N/A	No Aux Engine
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

*Exceed-
N/A*

Dust Separator:

- 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

✓

✓

✓

✓

✓

Sweeper Hopper Body:

- 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 it's 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

*No to stainless
yes to lifetime warranty
8 yd*

*No vibration motor needed
Rt side only*

Pickup Head Unit: 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	90" ✓ ✓ ✓ W/A Pressure yes - suction 2 3/4"	
Gutter Brooms: 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.	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ W/A	
Air System, if used: 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	✓ ✓ ✓ ✓	
Centralized Systems: 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	✓ ✓ ✓ Not needed	
Safety Optional Equipment: 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.	✓	CAB & Rear Strobe & LED Arrowstick Nowork lights

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. ✓	Not needed
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	
Spare Parts:	
A spare parts package to be provided to include at a minimum the following at initial machine delivery:	
Qty	Description
1-	Replacement set of gutter brooms
Manuals and Training:	
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 10 working days 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.	
Truck and Sweeper Warranty:	
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.	
Delivery:	
The winning bidder MUST deliver the new Sweeper within <u>7-14 CALENDAR DAYS</u> after receipt of Purchase Order.	
General Information:	
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	SANSOM EQUIPMENT CO.
Authorized Representative-sign	<i>Dustin Jones</i>
Authorized Representative-print	Dustin Jones
Phone Number	601-966-1266
Facsimile Number	
Email	dustinjones@secequip.com
Bid Amount	



GUARANTEED BUYBACK/TRADE IN

A. Sansom Equipment Company will guarantee a buy back price at 5 years after evaluation, if the following requirements have been met:

1. The unit is in good order, condition and repair (reasonable wear and tear excepted). All sweep functions must be operational.
2. No modifications have been made to the unit which affects its structural integrity or operational characteristics.
3. All debris in the unit has been removed according to government regulations and the material safety data sheets (M.S.D.S.) are available.
5. Detailed maintenance records have been maintained and are available for inspection.
7. The unit and chassis must have passed a current state D.O.T. or federal ICC safety inspection.
8. OEM Parts to be used during five years
9. Truck and sweeper shall be completely operational.

B. Sansom Equipment Company, Inc. will test and inspect the unit and chassis prior to trade-in. Such test and inspection will determine whether all the conditions, terms and limitation for the trade-in have been met and the equipment is in the acceptable condition for re-sale. If, in the sole opinion of Sansom Equipment Company, Inc., the requirements set forth in Paragraph A above have not been met, Sansom Equipment Co., Inc. reserves the right to decrease the amount of the buy-back value set forth below.

C. The guaranteed values are is as follows:

2020 Freightliner with Elgin Crosswind 1 Sweeper VIN# _____ and Serial # _____

Time from Date of Sale
End of year 5

Guaranteed Trade In/
Buyback \$ 65,000.00

Very truly yours,

A handwritten signature in black ink that reads "Josh R. Stringer". The signature is written in a cursive, flowing style.

Josh Stringer
Sansom Equipment Company

Accepted By: _____ Date: _____

PLEASE RETURN SIGNED AGREEMENT TO Sansom Equipment Company, Inc..

**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 it's 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						
Spare Parts: 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					
Manuals and Training: The following documentation shall be supplied upon delivery of unit: 1) Sweeper: 1 each -Driver/Operator Guides, 2) Truck chassis: 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.						
Truck and Sweeper Warranty: 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.						
Delivery: The winning bidder MUST deliver the new Sweeper within <u>7-14 CALENDAR DAYS</u> after receipt of Purchase Order.						
General Information: 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, February 27, 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 March 2, 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 4th day of February, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK



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: Mayor and City Council

FROM: Kermas Eaton Director of Administration/ City Clerk

DATE: January 24, 2020

SUBJECT: Regenerative Sweeper Truck.

On January 16, 2020, two bids were received from Vacuum Truck Sales and Service, LLC and Sansom Equipment Company, for furnishing one (1) Regenerative Sweeper Truck for the City of Hattiesburg Public Works Department. The bids submitted was reviewed by Ronnie Perkins, Director of Public Works and his recommendation is to reject all bids due to both bids not meeting the City's advertised specifications.

If you have any questions regarding this recommendation, please feel free to contact me.

Sincerely,

Kermas Eaton

City Clerk/Director of Administration



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 4, 2020

Re: Acknowledge receipt of a Warranty Deed from C & C Properties, LLC for a portion of Lamar County tax parcel 055B-15-029.000 (PPIN 11770) in association with the Lamar Boulevard project.
File Number: 2020-66
Minute Book #

Summary

Acknowledge receipt of a Warranty Deed from C & C Properties, LLC for a portion of Lamar County tax parcel 055B-15-029.000 (PPIN 11770) in association with the Lamar Boulevard project.

Recommendation Statement

I recommend approval of this item.

Please place this on the February 4, 2020 City Council meeting for consideration.

Prepared by:

City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4540

Return to:

City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg MS 39403-1898
(601) 545-4540

INDEXING INSTRUCTIONS:

**A part of the Southeast ¼ of the Northwest ¼ of
Section 15, Township 4 North, Range 14 West, in
the City of Hattiesburg, County of Lamar, State
of Mississippi**

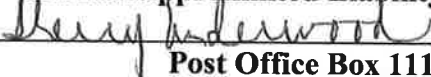
**STATE OF MISSISSIPPI
COUNTY OF LAMAR**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, that I/we,

C & C PROPERTIES, LLC

A Mississippi Limited Liability Company

 **, Authorized Signer**

Post Office Box 111

Petal, Mississippi 39465

Telephone (601) 261-5522

Grantor, does hereby grant, bargain, sell, convey and warrant unto

THE CITY OF HATTIESBURG, MISSISSIPPI

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Telephone (601) 545-4540

Grantee, the following described property lying and being situated in Hattiesburg, Lamar County, Mississippi, and more particularly described on Exhibit A attached hereto:

(SEE EXHIBIT "A")

Forrest County
Tax Parcel No.: 055B-15-029.000
PPIN: 11770

To the extent permitted by law, the Grantee herein accepts the responsibility for any environmental issues related to the subject property except for any environmental issues caused by the Grantor.

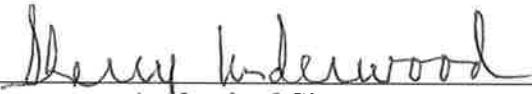
Said property is not a part of the homestead of the grantor.

The Property is conveyed subject to all easements, roadways, servitudes, restrictive covenants and oil, gas and other mineral reservations, exceptions, conveyances, leases and other matters of record.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS MY SIGNATURE on this 15 day of January, ²⁰²⁰~~2019~~.

C & C PROPERTIES, LLC
A Mississippi Limited Liability Company by



Authorized Signer

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15 day of January, ²⁰²⁰~~2019~~, within my jurisdiction, the within named, Underwood, who acknowledged that he/she is Sherry of **C & C PROPERTIES, LLC**, a Mississippi limited liability company, and that for and on behalf of the said company, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said company so to do.



My commission expires: 7/4/21

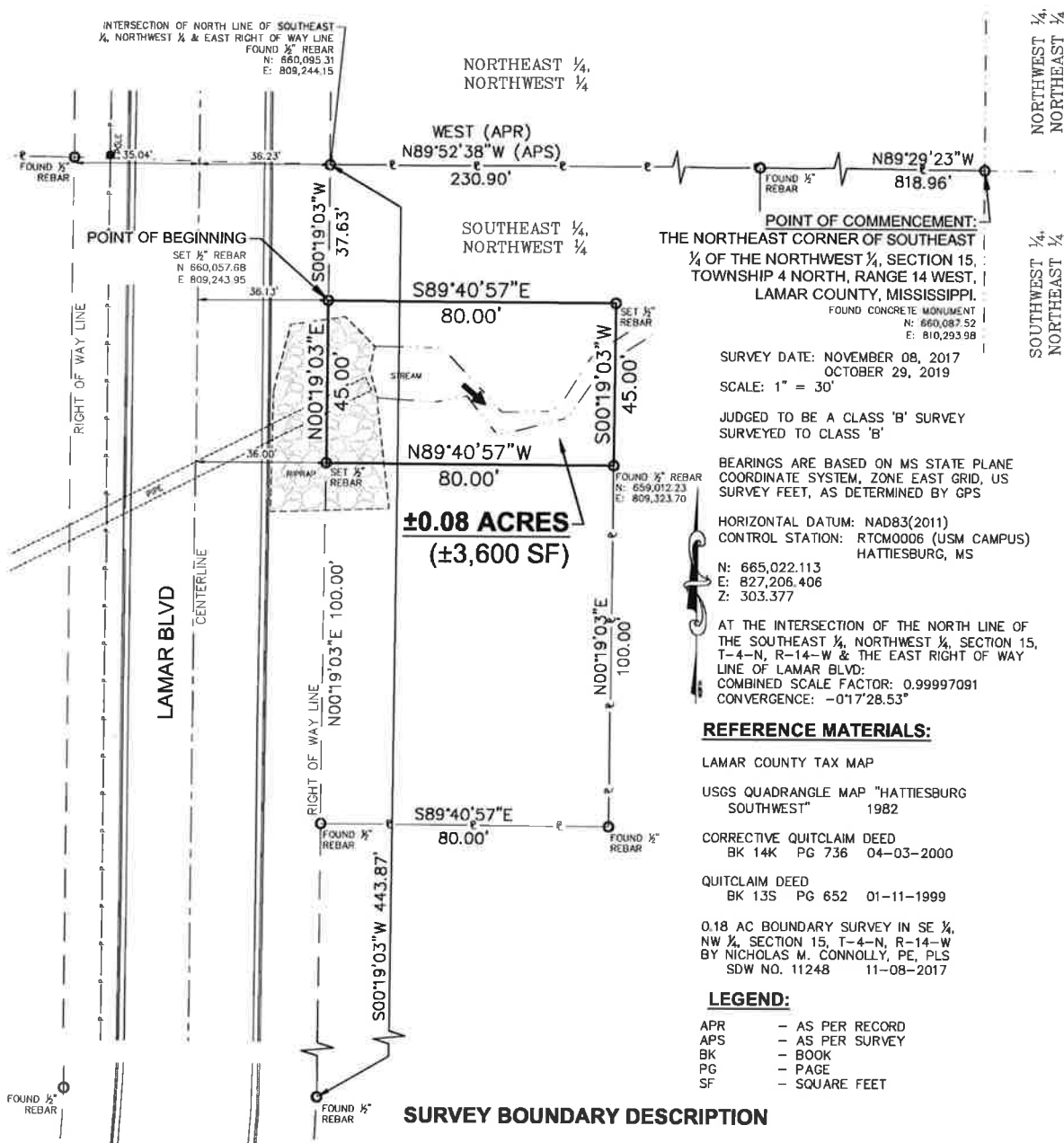


NOTARY PUBLIC

EXHIBIT "A"

LEGAL DESCRIPTION

A part of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 15, Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi, and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997091 and a convergence angle of (minus) - $0^{\circ}17'28.53''$ at the Intersection of the North Line of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the East Right of Way Line of Lamar Boulevard, a public roadway, and being more particularly described as **Commencing** at a Concrete Monument representing the Northeast Corner of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and having a Grid Value of **N 660,087.52 feet** and **E 810,293.98 feet** on said East Zone Grid, thence run $N89^{\circ}29'23''W$ along the North Line of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ for 818.96 feet to a $\frac{1}{2}$ Inch Rebar representing the Northeast Corner of a Parcel of Land described in Corrective Quitclaim Deed at Book 14K, Page 736 (Tax Parcel Id. No. 055B-15-029.000) in the Land Records thereof on file in the Office of the Chancery Clerk of said County and State, thence run $N89^{\circ}52'38''W$ along said North Line and the North Line of said Parcel of Land for 230.90 feet to a $\frac{1}{2}$ Inch Rebar representing said Intersection of said North Line and the East Right of Way Line and having a Grid Value of **N 660,095.31 feet** and **E 809,244.15 feet** on said East Zone Grid, thence run $S00^{\circ}19'03''W$ along said East Right of Way Line for 37.63 feet to a $\frac{1}{2}$ Inch Rebar representing the **Point of Beginning** and having a Grid Value of **N 660,057.68 feet** and **E 809,243.95 feet** on said East Zone Grid; thence run $S89^{\circ}40'57''E$ for 80.00 feet to a $\frac{1}{2}$ Inch Rebar, thence run $S00^{\circ}19'03''W$ for 45.00 feet to a $\frac{1}{2}$ Inch Rebar and having a Grid Value of **N 659,012.23 feet** and **E 809,323.70 feet** on said East Zone Grid, thence run $N89^{\circ}40'57''W$ for 80.00 feet to a $\frac{1}{2}$ Inch Rebar representing a Point on said East Right of Way Line, thence run $N00^{\circ}19'03''E$ along said East Right of Way Line for 45.00 feet to the **Point of Beginning**, comprising **0.08 Acres (3,600 Square Feet)**, more or less.



State of Mississippi, County of Lamar, City of Hattiesburg

This is to Certify that I have made a Survey of the following described Parcel:

A part of the Southeast 1/4 of the Northwest 1/4 of Section 15, Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi, and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997091 and a convergence angle of (minus) -0°17'28.53" at the Intersection of the North Line of said Southeast 1/4 of the Northwest 1/4 and the East Right of Way Line of Lamar Boulevard, a public roadway, and being more particularly described as Commencing at a Concrete Monument representing the Northeast Corner of said Southeast 1/4 of the Northwest 1/4 and having a Grid Value of N 660,087.52 feet and E 810,293.98 feet on said East Zone Grid, thence run N89°29'23"W along the North Line of said Southeast 1/4 of the Northwest 1/4 for 818.96 feet to a 1/2 Inch Rebar representing the Northeast Corner of a Parcel of Land described in Corrective Quitclaim Deed at Book 14K, Page 736 (Tax Parcel Id. No. 055B-15-029.000) in the Land Records thereof on file in the Office of the Chancery Clerk of said County and State, thence run N89°52'38"W along said North Line and the North Line of said Parcel of Land for 230.90 feet to a 1/2 Inch Rebar representing said Intersection of said North Line and the East Right of Way Line and having a Grid Value of N 660,095.31 feet and E 809,244.15 feet on said East Zone Grid, thence run S00°19'03"W along said East Right of Way Line for 37.63 feet to a 1/2 Inch Rebar representing the Point of Beginning and having a Grid Value of N 660,057.68 feet and E 809,243.95 feet on said East Zone Grid; thence run S89°40'57"E for 80.00 feet to a 1/2 Inch Rebar, thence run S00°19'03"W for 45.00 feet to a 1/2 Inch Rebar and having a Grid Value of N 659,012.23 feet and E 809,323.70 feet on said East Zone Grid, thence run N89°40'57"W for 80.00 feet to a 1/2 Inch Rebar representing a Point on said East Right of Way Line, thence run N00°19'03"E along said East Right of Way Line for 45.00 feet to the Point of Beginning, comprising 0.08 Acres (3,600 Square Feet), more or less.



Richard E Sullivan, PLS
Land Surveyor No. 3278

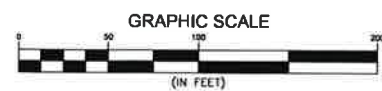




PROPERTY MAP



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



DATE: 12-18-2019
DWG No.: 11248



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 4, 2020

Re: Acknowledge receipt of a Permanent Utility and Access Easement from Benjamin E. and Vicki P. Crim for a portion of Forrest County tax parcels 2-041L-33-001.12 (PPIN 42529) and 2-04I-32-082.01 (PPIN 36336).
File Number: 2020-67
Minute Book #

Summary

Acknowledge receipt of a Permanent Utility and Access Easement from Benjamin E. and Vicki P. Crim for a portion of Forrest County tax parcels 2-041L-33-001.12 (PPIN 42529) and 2-04I-32-082.01 (PPIN 36336).

Recommendation Statement

I recommend approval of this item.

Please place this on the February 4, 2020 City Council meeting for consideration.

Grantee, prepared by and return to:

City of Hattiesburg
Department of Engineering
Post Office Box 1898
Hattiesburg, MS 39403-1898
Phone: (601) 545-4540
Account No.:

Grantor's Address:

Benjamin Crim and
Vicki P. Crim
125 St. Anne's Drive
Hattiesburg, MS 39401
Phone: (601)
Business No.: (601)

PERMANENT UTILITY AND ACCESS EASEMENT**INDEXING INSTRUCTIONS:**

A part of the Northeast ¼ of the Northeast ¼ of Section 32, Township 4 North, Range 13 West and a part of the West ½ of the Northwest ¼ of Section 33, Township 4 North, Range 13 West, all in the City of Hattiesburg, County of Forrest, State of Mississippi

THE STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF HATTIESBURG

For and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, cash in hand paid, and other good and valuable considerations, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, we, the undersigned, hereby grant, bargain, sell, and convey unto the City of Hattiesburg, Mississippi, a municipal corporation, a **Permanent Utility and Access Easement** over, across and upon a parcel of real property described as being located in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described as follows, to-wit:

PARCEL:

A part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 32, Township 4 North, Range 13 West and a part of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 33, Township 4 North, Range 13 West, all 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(2011), US Survey Feet, with a combined scale factor of 0.99996427 and a convergence angle of (minus) $-0^{\circ}15'00.11''$ at the Northwest Corner of Proposed Lot 162 of Timberton Residential Community Phase V, an unrecorded and unofficial subdivision in said City and County and the Northwest Corner of a Parcel of Land as described in a Warranty Deed at Book 1007, Page 233 in the Land Records thereof on file in the Office of the Chancery Clerk of said County and State and **Commencing** at a 2 Inch Round Iron Pin representing the Southwest Corner of said Section 32 and having a Grid Value of **N 640,090.93 feet** and **E 828,619.14 feet** on said East Zone Grid, thence run North for 4,239.23 feet, thence run East 5,142.52 feet to a $\frac{3}{8}$ Inch Rebar representing said Proposed Northwest Lot Corner and said Northwest Parcel Corner, said Point also being a Point on the Apparent Southeastern Right of Way Line of St. Anne's Drive, a public roadway also known as Timberton Drive, as per said Timberton Residential Community Phase V and having a Grid Value of **N 644,330.15 feet** and **E 833,761.66 feet** on said East Zone Grid, thence run $S49^{\circ}56'11''E$ along the Southwestern Line of said Proposed Lot and said Parcel for 373.99 feet to a $\frac{1}{2}$ Inch Rebar representing the **Point of Beginning** and having a Grid Value of **N 644,089.44 feet** and **E 834,047.88 feet** on said East Zone Grid; thence run $N23^{\circ}27'51''E$ for 85.00 feet to a $\frac{1}{2}$ Inch Rebar, thence run $N09^{\circ}18'44''E$ for 125.00 feet to a $\frac{1}{2}$ Inch Rebar, thence run $N41^{\circ}24'32''E$ for 25.00 feet to a $\frac{1}{2}$ Inch Rebar representing a Point on the Northeastern Line of said Proposed Lot and said Parcel, thence run

S48°35'28"E along said Northeastern Proposed Lot and Parcel Line for 25.00 feet to a ½ Inch Rebar representing the Southeast Corner of said Proposed Lot and said Parcel and having a Grid Value of **N 644,292.98 feet** and **E 834,137.24 feet** on said East Zone Grid, thence run S00°40'00"W along the East Line of said Proposed Lot and said Parcel for 53.58 to a ½ Inch Rebar, thence run S15°29'12"W for 189.01 feet to a ½ Inch Rebar representing a Point on said Southwestern Proposed Lot and Parcel Line, thence run N49°56'11"W along said Southwestern Proposed Lot and Parcel Line for 50.00 feet to the **Point of Beginning**, comprising **0.21 Acres (9,133 Square Feet)**, more or less.

The Grantee herein is given full rights to do whatever may be reasonably necessary and proper for the enjoyment of the easement granted herein, including the right of ingress and egress and the right to clear said easement area of selected vegetation such as shrubs, trees, and other vegetation, change of grade, installation and/or removal of pavements and any other structure named herein or otherwise as may be necessary to maintain an existing sewer line. The Grantee will restore any damage to the easement area or Grantor's adjacent property caused by this action or Grantee's use of the easement area.

The Grantee herein further warrants that the above described property is not a part of his or her homestead.

This permanent easement shall run with the land.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantor herein, his/her heirs, assigns, or legal representatives for or on account of the construction of said access including change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument is non-transferable and constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

Grantor reserves any and all mineral rights as required by law.

WITNESS OUR SIGNATURES on this the 16th day of January, 2020.

Signature/Date: Benjamin E Crim

Print Name: BENJAMIN E. CRIM 1/16/20

Signature/Date: Vicki P Crim 1/16/20

Print Name: Vicki P. Crim

THE STATE OF MISSISSIPPI

COUNTY OF Lamar

CITY OF Hattiesburg

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of January, 2020, within my jurisdiction, the within named, Benjamin E Crim and Vicki E Crim, who acknowledged that they executed the above and foregoing instrument.



Deborah S Cullinane (NOTARY PUBLIC)

My commission expires: 08-11-2023



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 4, 2020

Re: Approve Plans and Specifications for the East Jerusalem Area Water Improvements project and authorize advertisement for bids.
File Number: 2020-68
Minute Book #

Summary

Approve Plans and Specifications for the East Jerusalem Area Water Improvements project and authorize advertisement for bids.

Recommendation Statement

I recommend approval of this item.

Please place this on the February 4, 2020 City Council meeting for consideration.

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

EAST JERUSALEM AREA WATER IMPROVEMENTS

FOR THE

CITY OF HATTIESBURG

JANUARY 2020

PREPARED BY:

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

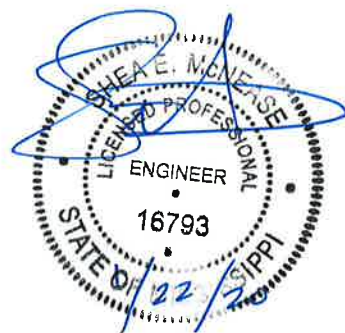
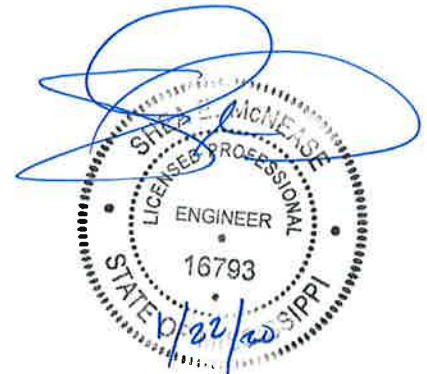


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ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, MISSISSIPPI, will receive sealed bids until 10:00 AM on March 12th, 2020 in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location opened and read aloud for furnishing the City's requirements for the following:

EAST JERUSALEM AREA WATER IMPROVEMENTS HATTIESBURG, MISSISSIPPI

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID: EAST JERUSALEM AREA WATER IMPROVEMENTS HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 4th day of February, 2020 .

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on February 12 and February 19, 2020
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

INFORMATION FOR BIDDERS

BIDS will be received by City of Hattiesburg , MS herein called the "OWNER", at City Hall until 10:00 AM on March 12th , 2020 , and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to the City Clerk of said City. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **East Jerusalem Area Water Improvements, Hattiesburg, Mississippi** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 200 Forrest Street, Hattiesburg, MS 39401.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS upon request of the BIDDER. When the Agreement is executed the BONDS of

the two remaining unsuccessful BIDDERS will be returned upon request of the BIDDER. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned upon request of the BIDDER. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dates copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

The contract time stipulated, will be strictly enforced, if the CONTRACTOR fails to complete the work within the time stipulated, a deduction will be made of \$750 a day from the money due the CONTRACTOR not as a penalty but as liquidated damages. The

CONTRACTOR and the CONTRACTOR'S sureties shall be liable for all liquidated damages in excess of money due the CONTRACTOR.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best responsive and responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause.

The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, HATTIESBURG, MISSISSIPPI.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within 250 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Authorized by:

ADDRESS

PROPOSAL

EAST JERUSALEM AREA WATER IMPROVEMENTS

Item	Description	Unit	Quantity	Unit Price	Extension
Water Pipe Items					
1	2" & Under 150 PSI Water Pipe for Connections (Open Cut)	Lin. Ft.	100		
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	40		
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	21,330		
4	8" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	1,520		
5	Tracer Wire System for Water	L.S.	1		
Water Connection Items					
6	Cut and Cap Existing Water Line in Place	Each	22		
7	Connection: Proposed 6" to Existing 1" (Hot Tap w/ Valve Assembly)	Each	1		
8	Connection: Proposed 6" to Existing 2" (Hot Tap w/ Valve Assembly)	Each	4		
9	Connection: Proposed 6" to Existing 6" (Hot Tap w/ Valve Assembly)	Each	12		
10	Connection: Proposed 6" to Existing 6" (Various Fittings)	Each	1		
11	Connection: Proposed 6" to Existing 8" (Hot Tap w/ Valve Assembly)	Each	5		
12	Connection: Proposed 6" to Existing 8" (Various Fittings)	Each	1		
13	Connection: Proposed 6" to Existing 12" (Hot Tap w/ Valve Assembly)	Each	11		

14	Connection: Proposed 6" to Proposed 6" (Tee & other fittings)	Each	29		
15	Connection: Proposed 8" to Existing 4" (Tee & other Fittings)	Each	2		
16	Connection: Proposed 8" to Existing 8" (Hot Tap w/ Valve Assembly)	Each	1		
17	Connection: Proposed 8" to Existing 12" (Hot Tap w/ Valve Assembly)	Each	1		
18	Connection: Proposed 8" to Proposed 6" (Tee & other Fittings)	Each	4		
19	Connection: Proposed 8" to Proposed 8" (Tee & other Fittings)	Each	1		
	Water Valve Items				
20	1" Insert-A-Valve	Each	1		
21	2" Insert-A-Valve	Each	11		
22	4" Insert-A-Valve	Each	2		
23	4" Gate Valve	Each	2		
24	6" Gate Valve	Each	76		
25	8" Gate Valve	Each	4		
	Water Fire Protection Items				
26	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	Each	29		
27	Removal of Existing Fire Hydrant	Each	6		
	Water Service Items				
28	Residential Service Tap (¾") (Incl: Fittings, Tapping Saddle, Corp Stop, etc.)	Each	205		

29	¾" Service Tubing (Open Cut) (All Sizes)	LF	835		
30	¾" Service Tubing (Bored) (All Sizes)	LF	3,990		
31	Remove, Relocate and Reset Existing Water Meter (incl. fittings, etc.)	Each	10		
32	¾" Water Service Meter (Residential)	Each	23		
	Miscellaneous Construction Items				
33	Crushed Aggregate (Size 610)	Ton	1,165		
34	Select Fill Material (Class 9, Group C), LVM	CY	3,215		
35	Concrete Pavement Repair (All Depths)	SY	200		
36	9.5mm Hot Mix Asphalt	Ton	180		
37	19mm Hot Mix Asphalt	Ton	240		
38	Brick Sidewalk Repair (All Depths)	SY	3		
39	Concrete Sidewalk Repair (All Depths)	SY	200		
40	Concrete Curb & Gutter (Match Existing Type)	LF	225		
41	Remove, Salvage and Replace Chain Link Fence	LF	170		
42	Remove, Salvage and Replace Wood Fence	LF	25		
43	Remove, Salvage and Replace Net Wire Fence	LF	46		
44	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	SY	9,860		
45	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	SF	530		
46	Clearing and Grubbing	Acre	1		
47	Temporary Erosion Control	LS	1		
48	Maintenance of Traffic	LS	1		
49	Mobilization	LS	1		
			BID TOTAL:		

Base Bid Respectfully Submitted, Name of Firm or Bidder: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, _____
_____ Principal, and _____
_____ as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

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 following project:

EAST JERUSALEM AREA WATER IMPROVEMENTS HATTIESBURG, MISSISSIPPI

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 set forth above.

PRINCIPAL

SURETY

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____ by and between _____ hereinafter called the CONTRACTOR, the City of Hattiesburg hereinafter called the OWNER, Witnesseth that the CONTRACTOR and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The CONTRACTOR agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled:

EAST JERUSALEM AREA WATER IMPROVEMENTS HATTIESBURG, MISSISSIPPI

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the CONTRACTOR agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The CONTRACTOR agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the CONTRACTOR fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of **\$750.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The OWNER agrees to make progress payments during the construction as provided herein as follows:

The CONTRACTOR will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices, and submit to the ENGINEER, along with an affidavit by the CONTRACTOR that progress payments theretofore received from OWNER have discharged in full all the CONTRACTOR's obligations stated in prior progress payments. ENGINEER will recommend partial payment to the OWNER within a reasonable time of receipt of CONTRACTOR's estimate based on the ENGINEER's estimated quantities.

The OWNER agrees to pay the CONTRACTOR one hundred percent (100%) of the value of the work done each month, less retainage in accordance with MS Code of 1972 Section 31-5-33 until final acceptance of the work has been made. If defective and/or materials are discovered or reasonable doubt arises to the integrity of any part of the work for which partial payment has been allowed, a deduction from subsequent estimates in the amount equal to the work in question will be made until the defects have been remedied or the cause for doubt removed.

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the ENGINEER shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the CONTRACTOR within forty-five (45) days the date of said final acceptance and receipt of the closeout documents required per the Supplement to General Conditions and recommendation of the same to the OWNER.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER, so certifies, the OWNER shall, upon certificate of the ENGINEER and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and

accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The CONTRACTOR agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7 INSURANCE

The CONTRACTOR agrees to also carry public liability insurance, property damage insurance, and workman's compensation insurance in amounts as required by the specifications.

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the project specified herein.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the "Contract Documents" and complete the project on or before the completion date unless the period for completion is extended otherwise by the "Contract Documents."
4. The CONTRACTOR agrees to perform all of the work described in the "Contract Documents" and comply with the terms therein for the sum as shown in the bid schedule.
5. The term "Contract Documents" means and includes the following:

Advertisement for Bids	Notice of Award
Instructions to Bidders	Notice to Proceed
Bid	Change Order
Bid Bond	General Conditions
Contract Agreement	Supplemental General Conditions
Payment Bond	Technical Specifications

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the "General Conditions" such amounts as required by the "Contract Documents."
7. This "Contract Agreement" shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

OWNERS:

SEAL

City of Hattiesburg

Authorized by:

DATE

(Printed Name & Title)

ATTEST _____

CONTRACTOR:

SEAL

DATE

ATTEST _____

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned _____ (hereinafter called the Principal), a corporation, partnership or individual duly unauthorized by law to do business as a construction contractor in the State of Mississippi, and _____ of _____ (herein called the Surety), a corporation duly authorized to do surety business under the laws of the State of Mississippi, are held and firmly bound unto the City of Hattiesburg, MS (hereinafter called the Obligee), a Municipality existing under the laws of the State of Mississippi, in the penal sum of _____ Dollars (_____) lawful money of the United States, for the payment of which well and truly to be made, the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument in writing attached hereto and bearing date of _____ has agreed with said Obligee to do all work necessary and to furnish labor, materials, tools, supplies and services to construct **EAST JERUSALEM AREA WATER IMPROVEMENTS, HATTIESBURG, MISSISSIPPI** as shown on Plans and specified thereby in the Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and workmanlike manner, and to the satisfaction of Obligee perform and complete the work required, and shall defend, indemnify and save harmless said Obligee against all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising out of injury or damage to persons or property by reason or arising from any act, omission or neglect of said Principal, his agent, servants or employees with relation to said work; and shall pay all cost, charges, rentals and expenses for labor, material, supplies and equipment and deliver the said improvement to Obligee completed and ready for occupancy or operation, and free from all liens, encumbrances or claims for labor, material or otherwise; and shall pay all other expenses lawfully chargeable to Obligee by reason of any default or neglect of the said Principal in the relation of said agreement and said work, 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 charge, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this bond and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and Surety have hereunto set their hands and seals at _____ this _____ day of _____, 20__.

(SEAL)

WITNESSES:

PRINCIPAL

ADDRESS

Name of person executing for Principal

TITLE

SURETY

ADDRESS

WITNESSES:

Name of person executing for Surety

TITLE

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

ACCEPTANCE: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

AGREEMENT: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: The Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept as satisfactory.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the Work.

BONDS: Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions,

the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

CONTRACT PRICE: The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The OWNER (Grantee) - The individual who is authorized to sign the contract documents on behalf of the OWNER'S governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm or corporation named as such in the Contract Documents.

FIELD ORDER: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

HE, HIS, AND HIM: These are several pronouns that shall represent both male and female genders.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER, RESIDENT INSPECTOR, CONSTRUCTION INSPECTOR, PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in effect at time of submission of Bid in addition to those Supplementary General Conditions attached here to.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD: 2.1 The award of the Contract, if it is awarded, will be to the lowest and best responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution within sixty (60) days after the opening of Bids.

EXECUTION OF AGREEMENT:

2.2 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the ENGINEER within 10 days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.3 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.3 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shown on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction

CONTRACTOR'S PRE-BID REPRESENTATIONS:

2.4 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. (See paragraphs 6.22 through 6.26.) The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER, for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, and Instruction's to Bidders, General Conditions, Technical Specifications and Drawings. If the requirements of one are more stringent than the other, the more stringent requirements shall apply.

3.3 The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other

lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Any additional information necessary to ascertain subsurface soil conditions, including test holes and soil borings, not provided by the OWNER shall be undertaken by the BIDDER prior to bidding at his cost. Such exploration shall be adequate to satisfy the BIDDER of the materials expected to be encountered on the project. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly

investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and

Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.7 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, safety, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation,

construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, handled, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors and industry standards, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public

utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising wherefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of

corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge the cost to the CONTRACTOR as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands in accordance with the MUTCD. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

6.32 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall

not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the Contract Documents. The CONTRACTOR will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc.:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of

such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as

provide in Articles 11 and 12.

7.5 Where practicable, the CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each contractor shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The CONTRACTOR shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable

objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and 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.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the CONTRACTOR according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or

approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and the failure to request legal action within said thirty (30) days period shall result in

the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more

than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the

above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor,

installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1)

year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writing;

14.1.3 When the Work is substantially complete (operational or beneficial

occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this

request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first-tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes will resume. If the specified completion date had not been reached at the time the CONTRACTOR called for a final inspection, the calendar day difference between the specified completion date and the date the CONTRACTOR called for a final inspection will be added after the

14-day period before starting liquidated damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the ENGINEER and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfitting for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition

to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within sixty (60) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonable respond in writing, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition, and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days' notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for

whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment forty-five (45) days after payment is due, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which, the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the

CONTRACTOR submits the required progress schedule.

17.8 If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

17.9 Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

17.10 Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 The damages indicated above shall be considered as liquidated damages for the loss to the OWNER on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the ENGINEER in section 14.11

17.12 Work requiring the presence or services of the ENGINEER, based-solely on the opinion of the ENGINEER, will not be permitted on Sunday or holidays observed by the State unless the ENGINEER determines that an emergency or necessity exists. Work on these days solely to complete the project within the contract time will not be considered a necessity or emergency.

17.13 The ENGINEER will prepare and submit to the CONTRACTOR one (1) preliminary punch list of items that do not meet the contract requirements after the final inspection and one (1) final punch list immediately before final completion and final payment.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. Workers' Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability or the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person whichever is more. This policy shall include an all states endorsement.

B. **CONTRACTOR'S** Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
- b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. **CONTRACTOR'S** Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the **CONTRACTOR** shall secure

contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. Automotive Public Liability and Property Damage

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for one accident to protect him from any and all claims arising from the use of the following:

- a. **CONTRACTOR'S** own automobiles and trucks.
- b. Hired automobiles and trucks.
- c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. OWNER'S Protective Liability Policy

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

- a. Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work "broom" clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
"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 (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;
 - a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
 - b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
 - c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the

guarantee, the OWNER may have the defects corrected and the CONTRACTOR and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
"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."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
"WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."
In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
7. OPERATING AND MAINTENANCE MANUALS:
All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).
8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):
Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractor's firm is Incorporated.
9. FINAL CLEANING:
At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

MEASUREMENT AND PAYMENT

Measurement and Payment for the following bid items shall be as described and shall include all material, equipment, labor, testing, etc. to install and make operational a complete water system as detailed on the contract drawings and as specified in the contract documents.

DUCTILE IRON, PVC and HDPE WATER SYSTEMS

Payment for item shall include furnishing and installing all pipe, trenching, compaction of required bedding and backfill excavation, disposal of excess excavated material sheeting, shoring, bracing, dewatering, testing, fittings, reducers, flushing the system and related items not specifically covered under other pay items. The contract price shall be determined by the measured distance of pipe installed and accepted per linear foot.

STEEL CASING

Payment for installation of bored or open cut steel casing shall include furnishing and installing all steel pipe, spacers, end caps, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing and related items not specifically covered under other pay items. Length shall be determined by the measured distance of casing pipe installed and accepted per linear foot.

CONNECTION ITEMS

Payment for connection items shall include installation of reducers, fittings, valve boxes, trenching, excavation, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

GATE VALVES

Payment for installation of gate valves shall include furnishing gate valves, valve boxes, trenching, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

FIRE HYDRANT WITH APPURTENANCES

Payment for installation of fire hydrant with appurtenance shall include furnishing fire hydrant, gate valve, valve box, piping, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay shall be determined per each to include fire hydrant, tees, gate valve, valve box, pipe and other miscellaneous items as required to provide an operational hydrant. Pay shall be determined per each.

FIRE SUPPRESSION CONNECTION

Payment for installation of fire suppression connection with appurtenance shall include furnishing tee, gate valve, valve box, piping, disconnection from existing system, connection to new system, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay shall be determined per each to include tees, gate valve, valve box, pipe and other miscellaneous items as required to provide an operational fire suppression connection. Pay shall be determined per each.

SERVICE TAP

Payment for residential or commercial service tap shall include all fittings, corporation stop, curb stop, tubing, materials, labor and equipment to provide a new water service. Item shall include connection from new water line to existing water meter to remain. Completion of item shall be a fully functional water service. Item shall be paid per each.

SERVICE TUBING (BORED):

Payment for installation of service tubing bored shall include furnishing and installing service tubing under existing asphalt, concrete or other area determined by the engineer to remain in place. Item shall include all boring, excavating, compaction of backfill, disposal of excess excavated material etc. to install service tubing as bored. Pay shall be measured from edge to edge of existing concrete or asphalt and paid per linear foot.

RESIDENTIAL METER

Payment for residential meter shall include all components, labor and equipment for a fully operational water meter. Meter shall meet the requirements of the plans and specifications and function fully within the existing system. Item shall include meter, box and any necessary fittings and shall be paid per each.

REMOVAL OF FIRE HYDRANT WITH APPURTENANCES

Payment for removal of fire hydrant with appurtenance shall include removal of existing fire hydrant, gate valve, piping, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering and related items not specifically covered under other pay items to fully remove an existing fire hydrant. Pay shall be determined per each to include fire hydrant, tees, gate valve, pipe and other miscellaneous items as required to remove, secure and transport to an area designated by the owner. Pay shall be determined per each.

ABANDONMENT OF EXISTING WATER MAIN

Payment for item shall include furnishing and installing flowable fill concrete in designated pipe locations as shown on the construction drawings to abandon existing water line pipe. Pay shall include all pumping, concrete, plugs, etc. to fully fill the abandoned water main. The contract price shall be determined by the measured distance of pipe abandoned and accepted per linear foot.

REMOVE AND REST EXISTING STORM DRAIN

Payment for item shall include removal of existing storm sewer components to allow installation of the water system components. Item shall include all materials, labor, and equipment necessary to remove existing structures without damage and reset in the proper location. Should damage to the existing drainage structure be the result of improper removal, a new structure shall be provided by the contractor at no cost to the owner. The contract price shall be determined by the percentage of the project complete and paid by lump sum.

SELECT FILL MATERIAL:

Payment for installation of select fill shall include furnishing and installing granular material as specified in the contract documents and as directed by the Engineer. The unit measurement shall be loose vehicular measurement, L.V.M. Pay shall be determined per cubic yard.

ASPHALT PAVEMENT REPAIR

Payment for asphalt repair shall include furnishing and installing asphalt pavement as specified in the plans and specifications. Item shall include material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per ton.

CONCRETE PAVEMENT REPAIR

Payment for concrete pavement repair shall include furnishing and installing concrete pavement as specified in the plans and specifications. Item shall include forming, material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per square yard.

CONCRETE CURB AND GUTTER

Payment for concrete curb and gutter shall include removal, grading, forming, materials, placement, compaction and testing necessary to match existing curb and gutter. Item shall be paid per linear foot.

TEMPORARY EROSION CONTROL

Payment for erosion control shall include furnishing, installing and maintaining silt fence or other erosion control measures as required by current Mississippi Department of Environmental Quality standards. Erosion control measures shall be installed and maintained as planned by the contractor or as directed by the Engineer to prevent erosion under or excess siltation within 24 hours of a rain event. The unit measurement shall be lump sum and includes any required maintenance.

GRASSING

Basis of payment shall include the vegetation schedule as noted and shall be according to the Mississippi Standard Specifications for Road and Bridge Construction, Latest Edition.

The unit of measurement shall be lump sum.

MAINTENANCE OF TRAFFIC

Payment for maintenance of traffic will be lump sum. Item shall include all materials, labor and equipment to maintain traffic based on the current MUTCD or as required by the Engineer.

MOBILIZATION

Payment for mobilization shall enable contractor to assemble materials, equipment, etc. on site to prepare for construction. The unit measurement shall be lump sum. Mobilization shall be paid 50 percent at 5 percent of construction complete and 100 percent at 25 percent of construction complete.

WATER SYSTEMS

1) GENERAL

- a) This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of water pipe and related items in accordance with the contract drawings and specifications, as stated in the Proposal.

2) APPLICABLE PUBLICATIONS

- a) The following publications form a part of these specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

- i) AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139 Electric-Fusion (Arc) welded steel pipe (sizes 4 inch and over).

- A 252 Welded and Seamless steel pipe piles.

- C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.

- C 33 Concrete Aggregates

- C 39 Test for Compressive Strength of Cylindrical Concrete Specimens.

- D 2922 Density of Soil Aggregate in place by the clear Method (shallow depths).

- ii) AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- 21.10 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

- 21.11 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

- 21.50 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-line Molds, for Water or other Liquids.

iii) AMERICAN WATER WORKS ASSOCIATION (AWWA)

C 104 Cement-Mortar Lining for Cast Iron Pipe and Fittings for Water and Other Liquids.

C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

C 150 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

iv) AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

v) MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction 1990 Edition.

3) **SUBMITTALS**

a) The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer.

i) Ductile Iron Pipe: The following submittals shall be required for ductile iron

pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

- (1) Joints: The following shall be required for ductile iron joints.
- (2) Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.
- (3) Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.
- (4) Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

ii) Ductile Iron Pipe Submittal Shall Include the Results of:

- (1) Tension Test
- (2) Impact Test
- (3) Low Temperature Impact Test
Sampling procedure shall be as indicated in ANSI 21.51.

b) PVC Pipe: The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements of these specifications and appropriate construction drawings.

4) MATERIALS - WATER SYSTEM

a) Ductile Iron Pipe:

- i) Ductile iron pipe shall be designed in accordance with the latest revision of ANSI/AWWA C51/A21.51), rated working pressure of 350 psi plus a 100 psi surge allowance; a 2 to 1 safety factor on the sum of working pressure plus surge pressure in Type 3 laying condition with a depth of cover as required per plans.
- ii) Pipe shall have standard asphaltic coating on the exterior. Pipe also shall have a cement mortar lining on the interior in accordance with the latest

revision of ANSI/AWWA C104/A21.4. If corrosion protection is required, polyethylene encasement shall be installed prior to the pipes installation in accordance with ANSI/AWWA C105/A21.5-88.

- iii) All non-restrained pipe shall be furnished with push-on type joints such as "Fastite," or equal. Joints shall be in accordance with the latest revision of ANSI/AWWA C111/A21.11 and shall be furnished complete with all necessary accessories.
- iv) Where restrained joint pipe is required, "Fast Grip", "Flex-Ring", or "Field Flex-Ring" or approved equal shall be used. The length of restrained pipe shall be as tabulated or noted on the plans.
- v) Ductile iron fittings shall conform to the latest revisions of either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings, linings, and coatings shall be as specified for the pipe above.
- vi) All pipe, fittings and accessories shall be installed and tested in accordance with the latest revision of AWWA C600. Newly installed ductile iron water mains shall be disinfected in accordance with the latest revision of AWWA C651 prior to placing in service.

b) PVC Pipe

- i) PVC pipe for this project shall be PVC, C-900, Class 200. This standard covers the installation of Pressure Class 100, 150 and 200 PVC pipe complying with AWWA Standard C-900-89. PVC pipe shall bear the National Sanitation seal for potable water.
- ii) The pipe shall be equipped with a push on joint in a single elastomeric gasketed joint. It is assembled by positioning the elastomeric gasket in the annular groove of the bell and inserting the spigot end of the pipe into the bell. The spigot end of the pipe compresses the gasket radially to form a positive seal. The gasket and annular groove are designed, sized and shaped so that the gasket will resist displacement. Care shall be taken so that only the correct elastomeric gasket, compatible with the annular groove of the bell, is used. Insertion of the elastomeric gasket in the annular groove of the bell must be in accordance with the manufacturer's recommendations.

c) Gate Valves:

- i) Where indicated on the Plans or directed by the ENGINEER, the CONTRACTOR shall furnish and install gate valves as hereinafter specified.
- ii) All gate valves shall be cast iron mechanical joint, Mueller A-2360, equivalent

or better. All gate valves shall be furnished with O-ring packing and 2" square operating nut, AWWA 200lb., for cast iron water main.

- iii) Valve boxes shall be cast iron top and bottom. Extension pieces shall be provide as required.
- iv) Payment for furnishing and installing gate valves with box shall be made at the contract unit price per valve according to type and size as listed in the proposal.
- v) All valves will be set at a perfect 90-degree angle from level pipe, (perpendicular) so as to be easily accessible through properly set valve box as per specifications above.
- vi) The CONTRACTOR shall furnish and install either a two-piece or three-piece, slip type, cast iron valve box over each gate valve. Valve boxes will be set over valve operating nut, centered so as to be easily accessible with a valve operating wrench or key. They will be set to correspond with the finished grade of street, lot, or easement. No dirt will be left in box; box will not rest directly on valve body.

d) Fittings, Valves and Hydrants, etc.

- i) All fittings, valves and valve boxes, hydrants, and other appurtenances are to be set at the points indicated on the plans, or as directed by the ENGINEER, and omission to do so shall be corrected by the CONTRACTOR without extra cost to the OWNER.
- ii) All fittings shall either be Ductile Iron Compact (ANSI/AWWA C153/A21.53) or Cast Iron (ANSI/AWWA-C110/A21-10) and shall have mechanical joint ends and mechanical joint restraints (Series 1120) and shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases. Flexibility of the joint shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80. Restraining devices shall be of ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA A21.11 and ANSI/AWWA C153/A21.53 of latest revision. Twist-off nuts shall be used to insure proper actuating of the restraining devices.
- iii) The mechanical joint restraint device shall have a working pressure of a least 250 psi with a minimum safety factor of 2:1 and shall be EBAA Iron., MEGALUG or equal.

- iv) To improve the sealing capacity, the gaskets for all mechanical joints conforming to the requirements of ANSI/AWWA C110/A/21.10, C111/A21.11, or C153/A21.53 shall be of a design that causes the gasket to deflect approximately 30% during assembly of the mechanical joint. The gasket material shall conform to the requirements of ANSI/AWWA C111/A21.11, Section 1-6.4 of the latest revision. Mechanical joint gaskets shall be EBAA Iron's EBAA Seal- Improved Mechanical Joint Gasket or approved equal.
- v) Fittings (bends, tees, plus, and caps) shall be securely braced by mechanical joint restraints, as indicated on the Plans, to prevent the possibility of blowing off under pressure. And a full length of pipe shall be installed on each end of the fitting. Then cut pieces can be installed beyond the full lengths of pipe.
- vi) The prices bid furnishing and installing valves, fittings, etc., shall include compensation for furnishing mechanical joint restraints as required at beds, tees, plugs and caps. No separate or extra compensation will be allowed for any of the above specified incidental work or material.

e) Plugs and Caps

- i) Where indicated on the Plans, or as directed by the ENGINEER, the CONTRACTOR shall install plugs for anticipated future extensions by placing a branch fitting (tee or cross) in the line and plugging the unused branch or branches. In general, such plugs will be located at street intersections where present plans provided lines running in only two or three directions from the intersections and where, in the opinion of the ENGINEER, a connection may be required for future extension. Where "dead-end" lines are installed, the ends of such lines shall be plugged or capped as required.
 - ii) For the various hot taps required according to the plans, and up to 12 inches, the JCM 432, stainless Tapping Sleeve shall be required. The CONTRACTOR shall furnish all materials for these various taps and the OWNER will actually make the tap.
- f) Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of water pipe and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.375 inch.
- g) Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table.)

SIZE No. 467

Nominal Size (Sieves w/Square Openings)	Percent Passing by Weight
2"	100
1-1/2"	95–100
3/4"	35–70
3/8"	10–30
No. 4	0–5

- h) Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1 - 1/2" sieve.
- i) Concrete: Concrete shall be in accordance with the requirements of Technical Specifications – CONCRETE.
- j) Select Backfill
- i) General: The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material.
- ii) Gradation: Any coarse aggregate contained in the material shall pass the one and one-half (1-1/2); sieve and not more than thirty-five percent (35%) shall be retained in the Number 10 sieve. The plasticity index (P.I.) shall not exceed 12, nor shall the liquid limit exceed 30.
- iii) The composite selected sand-clay material passing the Number 10 sieve shall conform to the following minimum and maximum gradation limits:

Sieve	Percent Passing by Weight
Number 40	40–85
Number 60	30–70

Number 270	8–30
Silt (.05 to .005 mm)	03–15
Clay (Passing .005 mm)	3--15

- iv) Backfill: All other backfill shall consist of excavated material removed from the trench.

5) CONSTRUCTION

a) Earthwork

i) Site Preparation:

- (1) Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas.
- (2) All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.
- (3) Stripping operation shall be to a depth of not less than 6 inches in all cases.

- b) Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

c) Trenching:

- i) The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.
- ii) The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction

(with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe.

- iii) The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.
- iv) Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

d) Disposal:

- i) The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.
- ii) The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of water pipe.

e) Dewatering

- i) The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and

operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

- ii) Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the bid price.

f) Bedding

- i) The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.
- ii) Holes for the bells shall be provided at each joint in the subgrade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.
- iii) Stabilization Materials: When the subgrade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the subgrade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer.

Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six-inch lifts.

iv) Bedding Materials

(1) As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

(2) The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. depending on the particular bedding required, additional bedding shall be added and tamped to a minimum of 90% of maximum laboratory density, with AASHTO T-99.

v) Select Backfill: Select backfill shall be placed in 6-inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

vi) Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grad, and cross section with proper bell holes at each joint to ensure that pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

g) Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

i) Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS and OTHER

GRASSED AREAS.

- ii) Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.
- iii) No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or weight excess of 75 pounds.
- h) Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.
- i) Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications, "RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS, and OTHER GRASSED AREAS."
- j) Pipe Handling and Storage: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.
- k) Pipe Laying
 - i) Each pipe shall be laid true to line and grade and in such manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the water shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water earth or other substance will enter the pipe or fittings.
 - ii) The water main shall maintain a minimum of 30 inches of cover at all times.
 - iii) Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready

to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.

- l) Pipe Jointing: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.
 - i) Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.
 - ii) Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space.
 - iii) When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first, then the top; next the bolts on either side; and last, the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.
 - iv) All joints of whatever type shall be completely water tight after being subjected to the required tests.
- m) Borings: Borings shall be accomplished in accordance with Mississippi State Highway Department Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.
 - i) Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be watertight.
 - ii) Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.
 - iii) Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to

adequately support the piping under all conditions.

- iv) Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end by installing WMSON Type U end seals, as manufactured by T.D. Williamson, Inc. Tulsa, Oklahoma, or equal, in accordance with the instructions of the manufacturer of the seals.

- 6) **SEPARATION of WATER and SEWER MAINS**: The water and sewer specifications should state that the water line be constructed no less than 10 feet horizontally and 18" vertically with water line over sewer line. If those conditions cannot be met then they will be decided on a case by case basis.

7) **TESTING**

a) Ductile Iron Pipe

- i) Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.
- ii) Material Test: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

- b) Steel Casing Pipe Material test shall be included as part of the submittal. No other material test shall be required.

c) Compaction Tests

- i) Compaction tests shall be performed in accordance with AASHTO T 191 or ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T 99.
- ii) Compaction tests for water pipe related work shall not be less than as follows:

NUMBER of COMPACTION TESTS AASHTO T-99, AASHTO T-191, or ASTM D 2922		
Stabilization Material	1	One per 100 C.Y.
Bedding material	2	One per 600 L.F.
Tamped Backfill	2	One per 600 L.F.

d) Hydrostatic Testing

- i) After the pipe has been laid, all newly laid pipe or any valved section thereof shall be subjected to a hydrostatic pressure of at least 1.5 times the working pressure at the point of testing and not less than 1.25 times the working pressure along the test section, for a minimum of 2 hours.
- ii) And all tests shall be in accordance with AWWA Standard C600, Section 4.
- iii) Allowable leakage shall be no more than that determined by the following formula:

$$L = \frac{SD \sqrt{P}}{133,200}$$

- iv) In which L is the allowable leakage in gallons per hour; S is the length of pipe tested in feet; D is the nominal diameter of the pipe, in inches; and P is the average test pressure during the leakage test in pounds per square inch.
- v) These tests are to be made the Contractor's expense and he is to provide all necessary fittings, equipment, appliances and any other necessary items to conduct the tests in a manner satisfactory to the ENGINEER. All costs incidental to conducting these tests are to be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore. Record of testing is to be furnished to the OWNER.

8) CLEANING and STERILIZING

- a) Before each section of work is placed in service, it shall be thoroughly flushed to remove any dirt or other foreign material from inside the lines; and the inside of the lines shall be sterilized by pumping into and through them a solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.
- b) At least two (2) samples of chlorine free water, taken from each section shall be submitted to the State Board of Health for examination to determine if the system is free from organisms of the Coli-Aerogenes group. If such samples are not negative from organisms of the Coli-Aerogenes group, the system shall be disinfected and re-disinfected in a manner meeting the requirements of the State Board of Health, until the system is freed of contamination.
- c) All water mains will be flushed, chlorinated and re-chlorinated until two (2) consecutive negative water samples are obtained by the Local Health

Department. The samples shall be collected by the Certified Operator of the system or the Professional Engineer of the project.

- d) The CONTRACTOR shall be responsible for the conduct of all of the above defined activities, and any and all costs incident thereto shall be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

9) WATER SERVICE

- a) Service pipe shall be ¾" Polyethylene Plastic tubing meeting the following specifications:
 - i.) 200 PSI and complying with AWWA standards when tested by methods ASTM 1599, copper tube size (O.D.) farmable for use with standard heavy-duty waterworks brass flare fittings.
 - ii.) Tubing shall comply with the standards and bear the seal of the National Sanitary Foundation.
 - iii.) All connections and fittings shall be Ford brand.

10) TRACER WIRE

- a) Materials
 - 1. General
 - i.) All trace wire and trace wire products shall be domestically manufactured in the U.S.A.
 - ii.) All trace wire shall have HDPE insulation intended for direct bury, color coated per APWA standard for the specific utility being marked, green for Sewer.

2. Trace wire

- i) Open Trench - Trace wire shall be #12 AWG Copper Clad Steel, High Strength with minimum 450 lb. break load, with minimum 30 mil HDPE insulation thickness.
- ii) Directional Drilling/Boring - Trace wire shall be #12 AWG Copper Clad Steel, Extra High Strength with minimum 1,150 lb. break load, with minimum 30 mil HDPE insulation thickness.
- iii) Pipe Bursting/Slip Lining - Trace wire shall be 7 x 7 Stranded Copper Clad Steel, Extreme Strength with 4,700 lb. break load, with minimum 50 mil HDPE insulation thickness.

3. Connectors

- i.) All mainline trace wires must be interconnected in intersections, at mainline tees and mainline crosses. At tees, the three wires shall be joined using a single 3-way lockable connector. At Crosses, the four wires shall be joined using a 4-way connector. Use of two 3-way connectors with a short jumper wire between them is an acceptable alternative.
- ii.) Direct bury wire connectors – shall include 3-way lockable connectors and mainline to lateral lug connectors specifically manufactured for use in underground trace wire installation. Connectors shall be dielectric silicon filled to seal out moisture and corrosion and shall be installed in a manner so as to prevent any uninsulated wire exposure.
- iii.) Non-locking friction fit, twist on or taped connectors are prohibited.

4. Termination/Access

- i.) All trace wire termination points must utilize an approved trace wire access box (above ground access box or grade level/in-ground access box as applicable), specifically manufactured for this purpose.
- ii.) All grade level/in-ground access boxes shall be appropriately identified with “water” cast into the cap and be color coded.
- iii.) A minimum of 2 ft. of excess/slack wire is required in all trace wire access boxes after meeting final elevation.
- iv.) All trace wire access boxes must include a manually interruptible conductive/connective link between the terminal(s) for the trace wire connection and the terminal for the grounding anode wire connection.

- v.) Grounding anode wire shall be connected to the identified (or bottom) terminal on all access boxes.
- vi.) Service Laterals - Trace wire must terminate at an approved grade level/inground trace wire access box, located at the edge of the road right-of-way, and out of the roadway.
- vii.) Hydrants – Trace wire must terminate at an approved above-ground trace wire access box, properly affixed to the hydrant grade flange. (affixing with tape or plastic ties shall not be acceptable)
- viii.) Long-runs, in excess of 500 linear feet without service laterals or hydrants - Trace wire access must be provided utilizing an approved grade level/in-ground trace wire access box, located at the edge of the road right-of-way, and out of the roadway. The grade level/in-ground trace wire access box shall be delineated using a minimum 48" polyethylene marker post, color coded per APWA standard for the specific utility being marked.

5. Grounding

- i.) Trace wire must be properly grounded at all dead ends/stubs
- ii.) Grounding of trace wire shall be achieved by use of a drive-in magnesium grounding anode rod with a minimum of 20ft of #12 red HDPE insulated copper clad steel wire connected to anode (minimum 1.5 lb.) specifically manufactured for this purpose and buried at the same elevation as the utility.
- iii.) When grounding the trace wire at dead ends/stubs, the grounding anode shall be installed in direction 180 degrees opposite of the trace wire, at the maximum possible distance.
- iv.) When grounding the trace wire in areas where the trace wire is continuous and neither the mainline trace wire or the grounding anode wire will be terminated at/above grade, install grounding anode directly beneath and in-line with the trace wire. Do not coil excess wire from grounding anode. In this installation method, the grounding anode wire shall be trimmed to an appropriate length before connecting to trace wire with a mainline to lateral lug connector.
- v.) Where the anode wire will be connected to a trace wire access box, a minimum of 2 ft. of excess/slack wire is required after meeting final elevation.

b. Installation

1. General

- i.) Trace wire installation shall be performed in such a manner that allows proper access for connection of line tracing equipment, proper locating of wire without loss or deterioration of low frequency (512Hz) signal for distances in excess of 1,000 linear feet, and without distortion of signal caused by multiple wires being installed in close proximity to one another.
- ii.) Trace wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed.
- iii.) Any damage occurring during installation of the trace wire must be immediately repaired by removing the damaged wire and installing a new section of wire with approved connectors. Taping and/or spray coating shall not be allowed.
- iv.) Trace wire shall be installed at the bottom half of the pipe and secured (taped/tied) at 5' intervals.
- v.) Trace wire must be properly grounded as specified.
- vi.) Trace wire on all service laterals/stubs must terminate at an approved trace wire access box located directly above the utility, at the edge of the road right-of-way, but out of the roadway. (See Trace wire Termination/Access)
- vii.) At all mainline dead-ends, trace wire shall go to ground using an approved connection to a drive-in magnesium grounding anode rod, buried at the same depth as the trace wire. (See Grounding)
- viii.) Mainline trace wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end, ground using an approved waterproof connection to a grounding anode buried at the same depth as the trace wire.
- ix.) All service lateral trace wires shall be a single wire, connected to the mainline trace wire using a mainline to lateral lug connector, installed without cutting/splicing the mainline trace wire.
- x.) In occurrences where an existing trace wire is encountered on an existing utility that is being extended or tied into, the new trace wire and existing trace wire shall be connected using approved splice connectors and shall be properly grounded at the splice location as specified.

2. Water System

- i.) A mainline trace wire must be installed, with all service lateral trace wires properly connected to the mainline trace wire, to ensure full tracing/locating capabilities from a single connection point.
- ii.) Lay mainline trace wire continuously, by-passing around the outside of valves and fittings on the North or East side.
- iii.) Trace wire on all water service laterals must terminate at an approved trace wire access box color coded blue and located directly above the service lateral at the edge of road right of way.
- iv.) Above-ground tracer wire access boxes will be installed on all fire hydrants.
- v.) All conductive and non-conductive service lines shall include tracer wire.

c. Prohibited Products and Methods

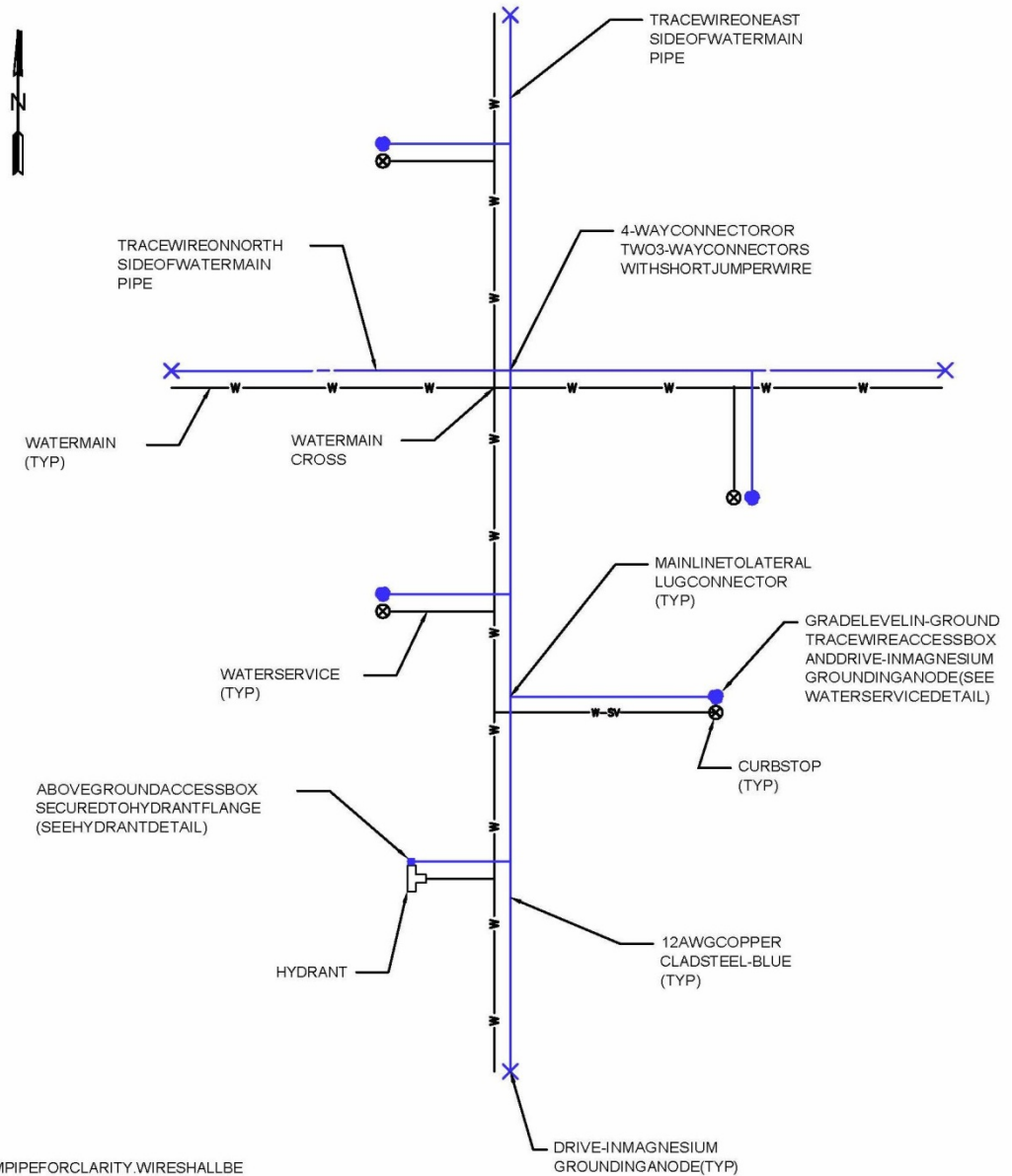
1. The following products and methods shall not be allowed or acceptable

- i.) Uninsulated trace wire
- ii.) Trace wire insulations other than HDPE
- iii.) Trace wires not domestically manufactured
- iv.) Non-locking, friction fit, twist on or taped connectors
- v.) Brass or copper ground rods
- vi.) Wire connections utilizing taping or spray-on waterproofing
- vii.) Looped wire or continuous wire installations, that has multiple wires laid side-by-side or in close proximity to one another
- viii.) Trace wire wrapped around the corresponding utility
- ix.) Brass fittings with trace wire connection lugs
- x.) Wire terminations within the roadway, i.e. in valve boxes, cleanouts, manholes, etc.
- xi.) Connecting trace wire to existing conductive utilities

d. Testing

- 1. All new trace wire installations shall be located using typical low frequency (512Hz) line tracing equipment, witnessed by the contractor, engineer and facility owner as applicable, prior to acceptance of ownership.

2. This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project.
3. Continuity testing in lieu of actual line tracing shall not be accepted.

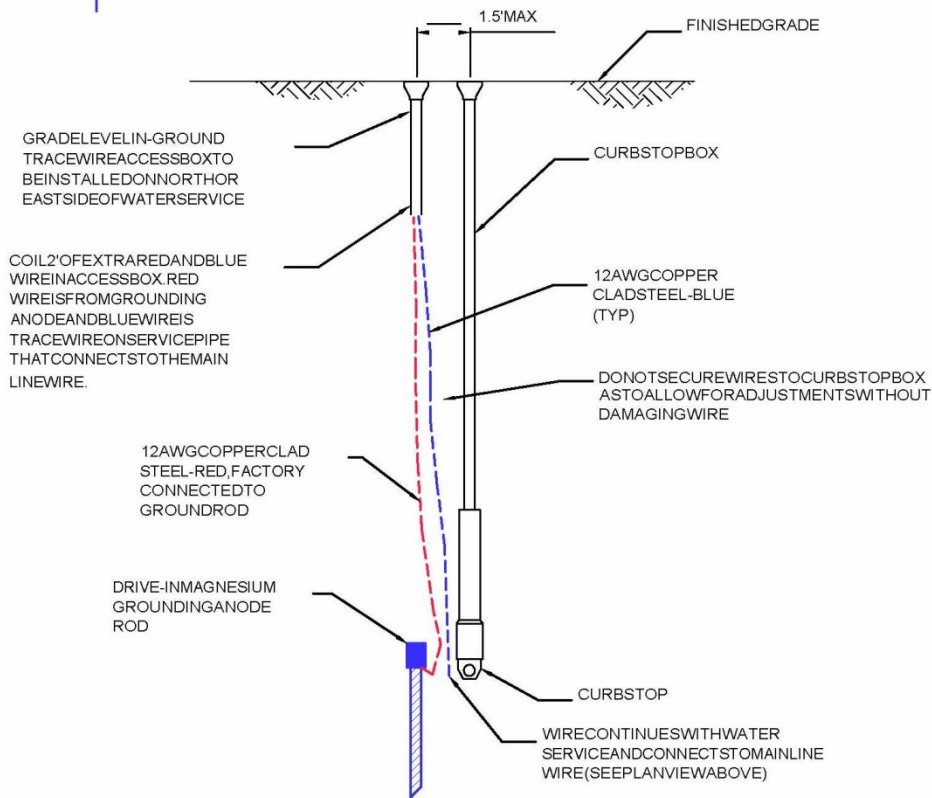
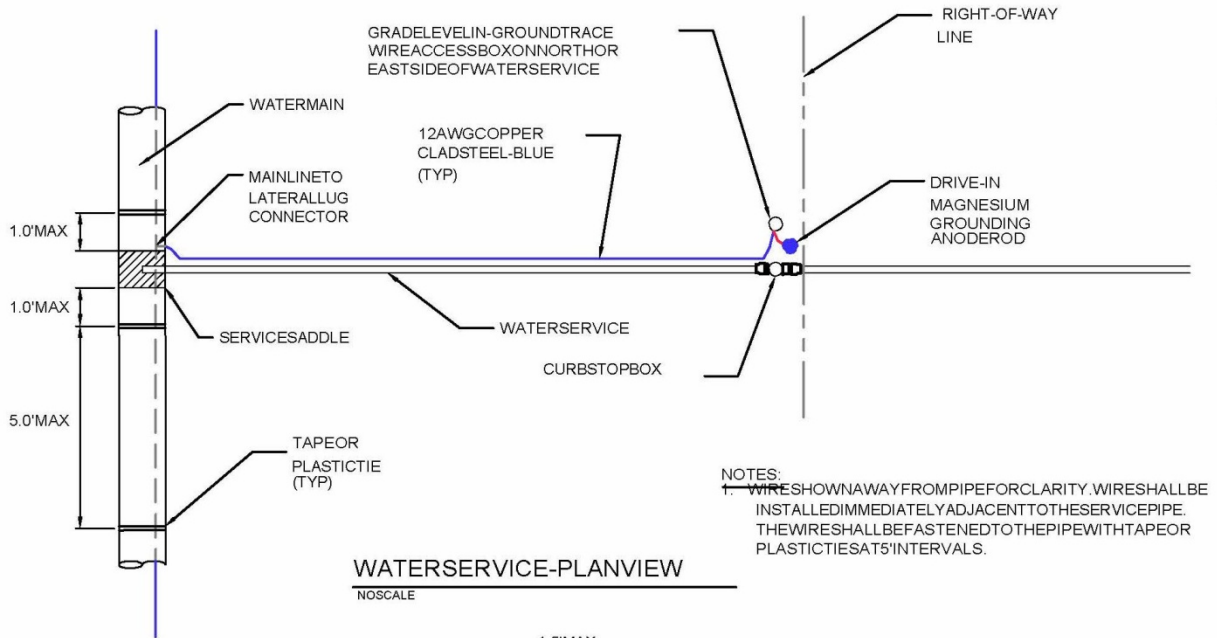


NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LINE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.

TRACE WIRE PLAN (WATER)

NOSCALE





RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS, and OTHER GRASSED AREAS

- 1) **GENERAL:** The work under this item of work shall consist of furnishing all necessary materials, labor, supervision, tools, equipment and incidentals for the restoration of roads, driveways, fences, lawns and other grassed areas so as to provide satisfactory repair to all damage caused by general construction work. It is the intent of these Specifications to restore all such features to the general conditions that existed prior to construction activity insofar as practical. It is not the intention of this Specification that trees, which must be cut and removed, be restored. The Contractor is expected to be familiar with the overall area and be satisfied as to the materials required and level of effort needed to accomplish such restoration in accordance with this Specification.

- 2) **APPLICABLE PUBLICATIONS:** The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work:
 - a) **AMERICAN ASSOCIATION of STATE HIGHWAY and TRANSPORTATION OFFICIALS (AASHTO):**
 - i) T 99 The Moisture Density Relations of Soils Using a 5.5lb. (2.5 kg) Rammer and a 12-inch (305 mm) Drop
 - ii) T 167 Compressive Strength of Bituminous Mixture
 - iii) T 191 Density of Soil In-Place by the Sand-Cone Method
 - iv) T 230 Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures
 - b) **AMERICAN SOCIETY for TESTING and MATERIALS (ASTM)**
 - i) D 2922 Density of Soil and Soil Aggregate in Place by the Nuclear Method (shallow depths)
 - c) **MISSISSIPPI DEPARTMENT of TRANSPORTATION (MDOT)**
 - i) Standard Specifications for Road and Bridge Construction, 2004 Edition
 - ii) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

3) **SUBMITTALS:** **Mix Designs:** Design mix will be provided by Contractor and approved by Engineer prior to production of asphalt.

4) **MATERIALS**

a) 4.1 **Subbase and Base Courses:** Subbase and base courses under paved areas shall be as specified in MSHD Specification, Section 300.

b) 4.2 **Prime Coat:** Prime coat shall consist of Grade MC-30 or Grade MS-70 in accordance with the applicable requirements of MDOT Specification Section 408.

c) **Bituminous Pavement:** Bituminous Pavement for roadway and parking areas, wearing and binder courses shall consist of a mix in accordance with MDOT Specifications Section 403.

d) Materials shall conform to the following subsection of MDOT, Specifications Sections 702 and 703.

i) Bituminous Materials (AC-20) 702.01

ii) Aggregate

iii) BC-1 Binder Course

iv) SC-1 for Surface Course

v) Filler 703.14

vi) **Topsoil:** Topsoil shall be in accordance with Technical Specifications - SEEDING and SODDING.

vii) **Seeding and Sodding:** Seeding and sodding operations shall be in accordance with Technical Specifications - "SEEDING and SODDING."

5) **CONSTRUCTION**

a) **Maintenance of Traffic**

i) Prior to limiting or restricting traffic on any street or road, the Contractor shall obtain permission from the City of Hattiesburg. Through or local traffic shall at all times be accommodated by the use of temporary approaches, crossings or detours (if allowed by the City of Hattiesburg). Satisfactory (to the Property Owner) ingress and egress to any public or private property shall be properly maintained. Proper barricades, signs and detour signs shall be

provided by the Contractor to adequately warn motorists of obstructions ahead. Lighted (flashing) barricades shall be used at night.

- ii) Flagmen shall be provided to direct traffic around equipment and for one way movement of traffic around equipment and for one way movement of vehicles. The Contractor may have to stop construction and restore full traffic during certain rush hours.
- iii) The Contractor shall at all times (unless otherwise permitted in writing by the City of Hattiesburg) maintain open one lane to traffic during construction operations and restore roadways to two-way traffic during non-construction hours.

b) Repair of Asphalt; Concrete Streets; Driveways; Parking Lots

i) Removal and Earthwork:

(1) The existing asphalt pavement shall be uniformly saw cut on straight lines and the material shall be removed. Other methods of cutting the existing asphalt surface which will result in a uniform straightedge similar to a sawed cut may be acceptable. Upon completion of the pipe laying, select backfill shall be placed in the excavation in maximum 8-inch lifts and compacted to at least 90% of maximum laboratory density to within one foot of the top subgrade and to 95% of maximum laboratory density in the upper one foot of the subgrade.

(2) Maximum density of typical select backfill material shall be determined in accordance with AASHTO T 191 or ASTM D 2922. Portable mechanical tampers or vibratory compactors shall be used in the trenches. Rollers may be used at street level. Existing base and asphalt surfaces which become undermined during construction shall be removed until firm undisturbed subgrade is reached.

c) Asphaltic Base: Asphaltic base shall be constructed in accordance with MSHD Specification, Section 300.

- i) Prime Coat: Prime coat shall be applied to exposed existing base material prior to overlay with asphaltic base course in accordance with MSHD Specification, Section 408.
- ii) Tack Coat: Tack coat shall be applied to existing or new asphaltic wearing course and asphaltic base, or concrete which is to require asphalt wearing course.

iii) Asphalt Wearing Course: Placement and compaction of the bituminous

pavement shall be in accordance with MSHD Specification Section 403.03.

- iv) Utilities: All utility covers excavated during removal of streets, driveways, parking lots shall be restored to finished grade.

d) Driveways and Sidewalks:

- i) Driveways and sidewalks shall be repaired in similar manner to the original construction. Asphalt drives shall be saw cut where required and repaired in accordance with Paragraph 6(b) of this Specification. Concrete drives shall be saw cut or removed to the next joint. The minimum thickness for concrete driveway repair is 6 inches and for sidewalks is four (4) inches.
- ii) Concrete surfaces shall be properly tooled and receive a broom finish. Installation (if required) of new driveway drainage culvert shall be made only at the direction of the Engineer. The Contractor shall take all reasonable precautions to allow for reuse of existing drainage culverts.

- e) Repair to Gravel Roads: Gravel roads shall be backfilled and compacted in accordance with Paragraph 6(b) of this Specification. The final surface shall consist of 12-inch in-place compacted clay gravel. Compaction shall be to 100% of maximum laboratory density in accordance with AASHTOT 99.

f) Repair to Lawns:

- i) General: The Contractor shall exercise extreme care to minimize damage to improved lawns. Trees and shrubs within the limits of work shall be removed only for essential construction requirements. Any shrubs, which are removed or damaged, shall be replaced by satisfactory (to the Property Owner) planting by the contractor. Any grass seed areas, roads, streets, driveways, culverts, fences, water lines, metal boxes or other items (excluding trees unavoidably cut) which are damaged by the Contractor, shall be satisfactorily restored by Contractor. Acceptance of improved lawn repairs shall be based on the firm establishment of live stand of grasses and live growth of any replanted and acceptable shrubs. The Contractor shall water and fertilize such areas until healthy growth of grass (and shrubs, if applicable) are attained
- ii) Grading: The surface areas shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.
- iii) Topsoil: The Contractor shall strip topsoil and sod and stockpile for later use. Upon completion of trenching over the area. Additional topsoil

shall be furnished if required (at no additional cost) to provide a uniform thickness of 3 inches. Lime at a rate of 1 - 1/2 tons per acre and fertilizer (13-13-13) at a rate of 800 pounds per acre shall be applied as needed to further establish grass growth.

iv) Grassing: Grass seed, sprigs, or sod similar to the existing lawn grasses shall be planted in accordance with the supplier's recommendations. Winter cover grasses such as rye grass shall be applied (in addition to planting the permanent grasses) if seeding, sprigging, or sodding is done at a time of year when the permanent grasses will not actively grow. The type(s) of permanent grasses shall be the same as the grass(es) in the damaged lawns. If the lawn repairs are accomplished between September 1 and March 1, the Contractor shall continue the restoration work during the next period of March 15 and April 5 and mow the grass and continue the restoration until satisfactory growth of the permanent grass (es) is obtained. Such additional restoration work shall include the 1 - 1/2 tons of lime per acre, application of 13-13-13 fertilizer at a rate of 800 pounds per acre and replanting and watering permanent grass as necessary to obtain satisfactory (to Engineer) growth. No time will be charged against the Contract Time for any such additional restoration work.

v) Sodding: Sodding shall be in accordance with Technical Specifications - SEEDING and SODDING.

g) Erosion Control:

i) During all phases of construction, the Contractor shall adequately protect all work from adverse erosion. Soil shall not be allowed to flow off the limits of work area. The Contractor shall employ the use of ditch checks, matting, temporary grass cover, blankets, or other measures to control erosion. The Contractor shall be responsible to correct damage caused by erosion.

ii) During the construction of this project, all work areas will be strictly monitored. All trench lines will be kept in excellent condition, all streets and drives will receive careful maintenance, keeping potholes and settled areas filled in. Dust control is essential and will also be strictly monitored.

h) General Grassing of Unimproved Areas

i) General: The Contractor shall seed and establish grass growth in all disturbed areas in unimproved areas (to include pastures and roadsides). Acceptance of the grass cover shall be based upon the firm establishment of a live stand of grass. The contractor shall water such grass if natural rainfall fails to adequately provide moisture. On slope and other areas subject to erosion, grassing shall be accomplished as soon as practical (within 48 hours

unless weather is prohibiting) after finish grading operations.

- ii) Grading: The surface area shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.
- iii) Topsoil: The Contractor shall remove existing topsoil and stockpile for later use. Upon completion of backfilling (to establish contours as before construction), the topsoil shall be uniformly spread back over the area. The Engineer may require additional topsoil be furnished by the Contractor, if in the opinion of the Engineer, adequate provisions and efforts were not made by the Contractor to stockpile and re-use existing topsoil material.
- iv) Fertilizer and Agricultural Limestone: The Contractor shall uniformly apply 800 lbs. per acre of 13-13-13 fertilizer and also apply two (2) tons per acre of agricultural limestone to the area to be seeded. The fertilizer and limestone shall be tilled into the soil to a depth of four (4) inches.
- v) Seeding: Seed shall be uniformly sown in accordance with Technical Specification - SEEDING and SODDING.
- vi) Sodding: Sod shall be place in accordance with Technical Specification – SEEDING and SODDING.
- i) Mulch Cover: Erosion prone areas such as steep slopes and highway shoulders shall receive a layer of loose straw mulch or equivalent at the rate of one and one-half (1-1/2) tons per acre. The mulch cover shall be established by the application of emulsified asphalt or by "crimping" parts of the material into the soil.
- j) Miscellaneous Items: Items such as fences, gates, headwalls, paved ditches, and other items shall be replaced or repaired as required for restoration. Should additional fencing material be required, new post and new wire of similar size, type and gauge shall be provided and installed.
- k) General Care: Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees, which do not have to be removed in the opinion of the Engineer, and which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

6) TESTING

- a) General: All sampling and testing shall be accomplished by the testing laboratory approved by the Owner and employed by the Contractor to perform such services. Results shall be immediately forwarded to the Engineer by the Contractor.
- b) Earthwork: Earthwork directly involved with road and street repair shall be tested as follows:
 - i) Moisture Density Relationship (Standard Proctors): Two tests of sampled native material shall be required.
 - ii) Tests shall be in accordance with AASHTO T 99.
 - iii) Field Density: A minimum of two and a maximum of four field density tests shall be required. Density tests shall be in accordance with AASHTO T 191 or ASTM D 2922
 - iv) Topsoil: Two pH tests and two organic content tests (wet combustion method) will be required.

SEEDING and SODDING

- 1) **DESCRIPTION:** This item consists of furnishing all labor, supervision, materials, tools, incidentals and equipment and performing all work for topsoiling, tilling, fertilizing, seeding, watering, and otherwise establishing, protecting and maintaining seeded and sodded areas as required by the Contract Drawings and these specifications, and including repair, refertilizing and reseeding as required until final inspection and acceptance of the project.
- 2) **SUBMITTALS:** Certificates for fertilizer, limestone, seed.
- 3) **MATERIALS**
 - a) **Topsoil:** Topsoil shall be the surface layer of soil that is stockpiled by the Contractor during stripping and/or excavation on the site. The topsoil shall be free of subsoil, clay, lumps, stones, brush or seed. Topsoil shall have a pH value of not less than 4.5 or more than 8.0.
 - b) **Lime:** Lime shall be ground limestone containing not less than 80% of total carbonates and shall be ground to such fineness that 80% will pass through a No. 10 mesh sieve and 40% will pass through a No. 40 mesh sieve.
 - c) **Fertilizer:** Fertilizer shall be water soluble commercial carriers of available plant food elements or combinations thereof, as stated herein and shall conform to the applicable state fertilizer laws. They shall be uniform in composition, dry, and free flowing materials in condition for application by suitable equipment. The fertilizer shall be delivered in standard bags or other convenient standard containers, each fully labeled with manufacturer's guaranteed analysis. Any fertilizer shall contain not less than the percentages by weight of the ingredients set out as follows: (1) Nitrogen, 13% (2) Phosphorous P O, 13%, (3) Potash K C, 13%. Invoices for fertilizer will show the kind and have analysis furnished.
 - d) **Seed:** Seeds with a minimum pure live seed content of 90% 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.
 - i) All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. All seeds shall be furnished in standard containers, or as acceptable to the Engineer. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

Purity, Germination, and Planting Schedule			
Spring and Summer Seeding (March 1 to September 1)			
Name	Percent Purity	Percent Germination	Mix (dry wt. lbs.) per Acre
Hulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
TOTAL			50
Fall and Winter Seeding (September 1 to March 1)			
Name	Percent Purity	Percent Germination	Mix (dry wt. lbs.) per Acre
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
Rye	95	85	15
Crimson Clover	95	85	8
TOTAL			73

- ii) Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.
- e) 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 cultural bacteria that are adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers 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 shown on the container.
- i) Soil for Repairs: for fills or areas to be repaired, soil shall be topsoil of a least equal quality to that which exists in areas adjacent to the area to be repaired.
- f) Water: Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass, and shall be from a source accepted prior to use.
- g) Solid Sod: Bermuda or Carpet Grass and shall be native to the locality of the work and shall, when placed be live, fresh, growing grass with at least two and one-half (2-1/2) inches of soil adhering firmly to the roots. The sod shall be reasonably free from obnoxious weeds or other grasses and shall not contain any matter deleterious to its growth; or which might affect its subsistence or

hardiness when transplanted. The sod shall be in blocks at least 3"x 8", and free from ragged edges.

4) INSPECTION AND TESTS

- a) Fertilizer and Limestones: Duplicate copies of material invoices shall be furnished to the Engineer. Invoices shall show quantities and grade of fertilizer, quantity of limestone, percentages of calcium carbonate and magnesium carbonate, as applicable, and the percentages of limestone that pass the No. 40 and the No. 10 mesh sieves. Samples of each lot of fertilizer and limestone shall be furnished for testing. Upon completion of project a final check of total quantities of fertilizer and limestone used will be made against total area treated, and if minimum rates of application have not been met, additional quantities of these materials to make up minimum application specified shall be distributed.
- b) Seed: Contractor shall furnish to the Engineer duplicate signed copies of statement(s) from vendor(s), certifying that each container of seed delivered is labeled in accordance with Federal Seed Act and is at least equal to requirements specified therein. This certification shall be obtained from vendor and shall be furnished before application.

5) PREPARATION of GROUND SURFACE

- a) General: Equipment, in good operating condition, shall be used for the proper preparation of the ground and for handling and placing all materials. Equipment shall be acceptable before work is started.
- b) Topsoiling: Topsoil shall be obtained from job site stockpiles formed during stripping and/or excavation operations and shall be free from subsoil, clay lumps, stones, brush, grasses or weeds, excess acids or alkali, or any other material to subsequent, smooth, grading, planting, and maintenance operations.
- c) Grading: 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.
- d) Tillage: 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 4 inches by plowing, disking, harrowing, or other acceptable operations until the condition of the soil is acceptable. The work shall be performed only during period when beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface shall be leveled before the next specified operation.

6) APPLICATION of FERTILIZER and LIMESTONE

- a) Preplanting fertilization of areas to be seeded: Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre over areas to be seeded and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of fertilizer may be part of the operation specified in Section 5.4: TILLAGE of these specifications.
- b) Liming: Immediately following or simultaneously with incorporation of fertilizer, limestone shall be distributed uniformly at a rate of 4000 pounds per acre, and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of limestone along with fertilizer may be part of the operation specified in Section 5.4: TILLAGE of these specifications.
- c) Leveling: Surface irregularities resulting from tillage, fertilizing, liming, or other operations shall be leveled before seeding.
- d) Postplanting fertilization: From 40 to 60 days after seeding, ammonium nitrate or its nitrogen equivalent shall be applied uniformly at a rate of 225 pounds per acre over areas seeded. Fertilizer shall be applied when grass blades are dry to minimize burning. The planted area shall be watered to thoroughly moisten the upper 6 inches of the soil surface after the fertilizer is applied.

7) PLANTING SEED

- a) General: A satisfactory method of sowing shall be employed; using approved mechanical power-drawn drills or seeders, or other approved methods. When drills are used, markers or other means shall be provided to ensure that the successive seeded strips will overlap or be separated by a space no greater than 6 inches. When delays in operations extend the work beyond the most favorable planting season for species designated or when conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed and resumed only when conditions are favorable or when approved alternate or corrective measure and procedures have been affected. If inspection during or after seeding operations indicates that strips wider than 6 inches have been left unplanted or other areas skipped, additional seed shall be sown.
- b) Broadcast Seeding: Seeding shall be broadcast either by hand or with acceptable seeding equipment, in combination with fertilizer, or with other acceptable sowing equipment. Seed shall be distributed uniformly over designated areas. Half of the seed shall be sown with sower moving at right angles to first sowing. Seed shall be covered to an average depth of 1/4 inches by brush harrow, spiketooth harrow, chain harrow, cultipacker, hand rake with wood tines, or another approved device. Seed shall not be broadcast during windy weather.

- c) Drill Seeding: Drill seeding shall be accomplished with approved equipment with drills set not more than 6 inches apart. Seed shall be sown uniformly over designated areas to average depth of 1/4 inch.
 - d) Sodding: All solid sod shall be procured areas where the soil is fertile and contains a high percentage of loamy topsoil, and from areas that have been grazed or mowed sufficiently to form a dense turf.
 - e) Mechanical devices, such as sod cutter, may be used for cutting the sod into strips or blocks. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling and planting.
 - f) The solid sod blocks shall be transplanted within 24 hours from the time of cutting, unless they are stacked at their destination in a manner satisfactory to the Engineer. All solid sod in stacks shall be kept moist and protected from exposure to the air and sun, and from freezing. In no event shall more than two (2) days elapse between the cutting and planting of the solid sod.
 - g) Solid sod shall be planted during the period between March 1st and December 15th, unless written permission is given by the Engineer to extend the planting season. The solid sod shall be placed on the prepared surface with the edges in close contact. All cracks between blocks of solid sod shall be closed with small pieces of fresh sod and all cracks too small for sod shall be filled by a light dressing of topsoil. The entire sodded area shall then be compacted and watered to the satisfaction of the Engineer. Rollers, hand tamps or other approved equipment may be used for compacting.
 - h) Surfaces of solid sodding which, in the opinion of the Engineer, may slide due to the height and slope of the surface or nature of the soil, shall, upon direction of the Engineer, be "pegged" with wooden pegs driven through the sod blocks into firm earth, sufficiently close to hold the sod in place.
- 8) **MAINTENANCE**: Seeded areas shall be maintained until all work or designated portions thereof have been completed and accepted. Tall grass and weeds that tend to impede the desired grass species shall be mowed, and any damage resulting from these operations shall be repaired at the Contractor's expense.
- 9) **ESTABLISHMENT of GROWTH**
- a) General: The Contractor shall be responsible for proper care of seeded areas while grass is becoming established for three (3) months after completion of treatment on the entire project, unless desired cover is established in a shorter period of time and the Owner shortens responsibility period. The Contractor shall be responsible for providing a satisfactory stand of grass. A satisfactory stand of

grass is determined as a cover of living grass in which gaps larger than 12 inches square do not occur as determined by an acceptance inspection made at the end of the maintenance period. Maintenance work shall be performed at the Contractor's expense.

- b) Mowing: Seeded and sodded areas shall be mowed with acceptable mowing equipment to a height of about 4 inches when average height of grass becomes about 8 inches. When amount of cut grass is heavy, grass shall be removed to prevent destruction of underlying turf. If weeds or other undesirable vegetation threatens to impede the growth of planted species, such vegetation shall be mowed, or in case of excessive growth, shall be uprooted, raked and removed from area.
- c) Re-fertilizing: The Contractor will determine areas needing re-fertilization at least 15 days before application is required. Fertilization shall be distributed on designated area during periods when grass is dry. 13-13-13 grade fertilizer shall be applied uniformly at a rate of 800 pounds per acre. Fertilizer conforming to physical condition, packaging and marking as specified hereinbefore shall be provided.
- d) Reseeding: The Contractor will determine areas requiring reseeding at least 15 days before period specified for reseeding. Seed specified hereinbefore shall be drilled at rates hereinbefore specified, in a manner that will cause minimum disturbance to existing stand of grass, and at an angle of not less than 15 degrees from direction of previously seeded rows.

FIRE HYDRANT

- 1) **GENERAL:** Fire hydrants shall comply in all respects with AWWA Standard C-502, latest revision. Fire hydrants shall be of the compression type, with the main valve opening against the pressure and closing with the pressure. The main valve opening shall be 5 ¼" in diameter. Fire Hydrant shall be of a dry barrel, dry top design. The nozzle section shall consist of two (2) hose nozzles and one (1) pumper nozzle or other as specified.
- 2) **RATING:** Fire hydrants shall be rated at 250 psi water working pressure, tested at 500 pounds hydrostatic for structural soundness in the following manner: 500 pound hydrostatic test supplied from the inlet side, first with the main valve closed for the testing of the valve seat: second, with the main valve open for testing of the drain valves and the hydrant barrel. Testing to be complete in accordance with AWWA C-502 and ULFM requirements.
- 3) **END CONFIGURATION:** Hydrants shall be connected to the main by a 6" fusion bonded, epoxy coated mechanical joint shoe. Mechanical joint shoes shall be fitted with strapping lugs.
- 4) **DESIGN**
 - a) The main valve seat of the hydrant shall be made of rubber and be supported by a one-piece bronze top plate / drain valve mechanism. Drain valves shall be faced with rubber. The bottom stem threads of the main valve rod shall be fitted with an epoxy coated, cast iron bottom plate, sealing lower rod threads from the water.
 - b) Changes in size or shape of the waterway (hydrant nozzles) shall be accomplished by means of easy curves. Exclusive of the main valve opening, the net area of the waterway of the barrel and the foot piece at the smallest part shall not be less than 120% of that of the net opening of the main valve.
 - c) Hose and pumper nozzles shall be threaded and screwed into the nozzle section and then mechanically locked to prevent turning.
 - d) Hose and pumper caps shall be chained to the hydrant
 - e) The hydrant shall be so designed that when it is in place, no excavation will be required to remove the main valve and movable parts of the drain valve. Further, the hydrant shall be of the type that can be extended without excavating.
 - f) Hydrants shall be so designed that, in the event of accident, or breaking of the hydrant above or near grade level; the main valve will remain closed.
 - g) The main valve rod shall be made in two parts and fitted with breakable coupling at

the ground line flange.

- h) The ground line connection between nozzle section and the barrel shall incorporate the use of a traffic flange. This connection shall be so designed that the nozzle section can be rotated in any increment of 360°. The ground line connection between the barrel and nozzle sections shall have a rubber o-ring gasket to provide a seal.
- i) The operating threads of the hydrant shall be so designed as to avoid the working of any iron or steel parts against either iron or steel. The operating stem and operating nut threads shall be square or acme type.
- j) The operating thread shall be lubricated at factory with food grade grease. Access shall be provided to field lubricate the operating mechanism.
- k) The operating thread shall be sealed from water at all times when the valve is either in the opened or closed position. The operating rod shall be bronze sheathed where it passes through the double "O" ring seal in the bonnet.
- l) The bonnet shall be weather proof and utilize a weather shield integral with the external wrench operating nut.
- m) The operating nut shall be made of bronze with a self-lubricating design.
- n) Hydrants shall be of the dry barrel type and the hydrant shoe shall have two positive acting non-corrosive drain valves that shall drain the hydrant completely by opening when the main valve is closed, and close tightly in accordance with AWWA C-502 requirements when main valve is open.
- o) The main valve assembly shall be seated in the hydrant with a bronze-to-bronze interface to facilitate removal of the main valve, should maintenance be required. The nozzle section shall consist of two-2 1/2" hose nozzles to the specified thread designation (NST) and one pumper nozzle 4 1/2" in diameter to the specified thread designation (NST), or other combination of nozzle outlets, including independent hose gate valves, as shown on the plans.
- p) Two O-ring seals shall be utilized where the main hydrant rod passes through the 1 piece bonnet.
- q) Hydrant standpipe shall be ductile iron and single piece for all bury depths.
- r) All like parts of hydrants of the same size and model produced by the same manufacturer shall be interchangeable.
- s) Hydrant shall open by turning to the left. The direction of opening is to be permanently marked on the hydrant bonnet.

- t) Threads on hose and steamer nozzles shall be National Standard unless otherwise specified.
- u) Size and shape of operating nuts cap nuts shall conform to National Standard unless otherwise specified.
- v) Bury shall be a minimum of three (3) feet measuring depth from grade line to bottom of trench or connecting pipe.
- w) Auxiliary shut-off (isolation) gate valves, when required, shall be of the same manufacture as the hydrant.

5) COATING

- a) The inside of all hydrants shall be coated in accordance with AWWA standards except for bronze and threaded machined surfaces. Exterior on hydrant nozzle section shall be painted Fire Hydrant Red (or other as shown on the plans).
- b) Hydrant shoes shall have an interior and exterior thermosetting epoxy coating of 5 to 6 mils meeting AWWA C550.

6) **MARKINGS:** Hydrant shall be marked with the name of the manufacturer, size of valve opening, direction of opening and the year of manufacture all in accordance with the AWWA C-502.

SOURCE: Hydrants shall be M&H Model 129, Mueller Super Centurion 250, or the American Flow Control.

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the **City of Hattiesburg**, MISSISSIPPI, will receive sealed bids until **10:00 AM** on **March 12, 2020** in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location opened and read aloud for furnishing the City's requirements for the following:

EAST JERUSALEM AREA WATER IMPROVEMENTS HATTIESBURG, MISSISSIPPI

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID: EAST JERUSALEM AREA WATER IMPROVEMENTS HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 4th day of February, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

Kermas Eaton, City Clerk

Publish on February 12 and February 19, 2020
City of Hattiesburg
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HATTIESBURG, MS 39401
(601) 544-6001

TELEPAK DBA CSPIRE FIBER
1018 HIGHLAND COLONY PKWY
SUITE 420
RIDGELAND, MS 39157

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

CONSTRUCTION PLANS

FOR

WATER SYSTEM IMPROVEMENTS

IN THE

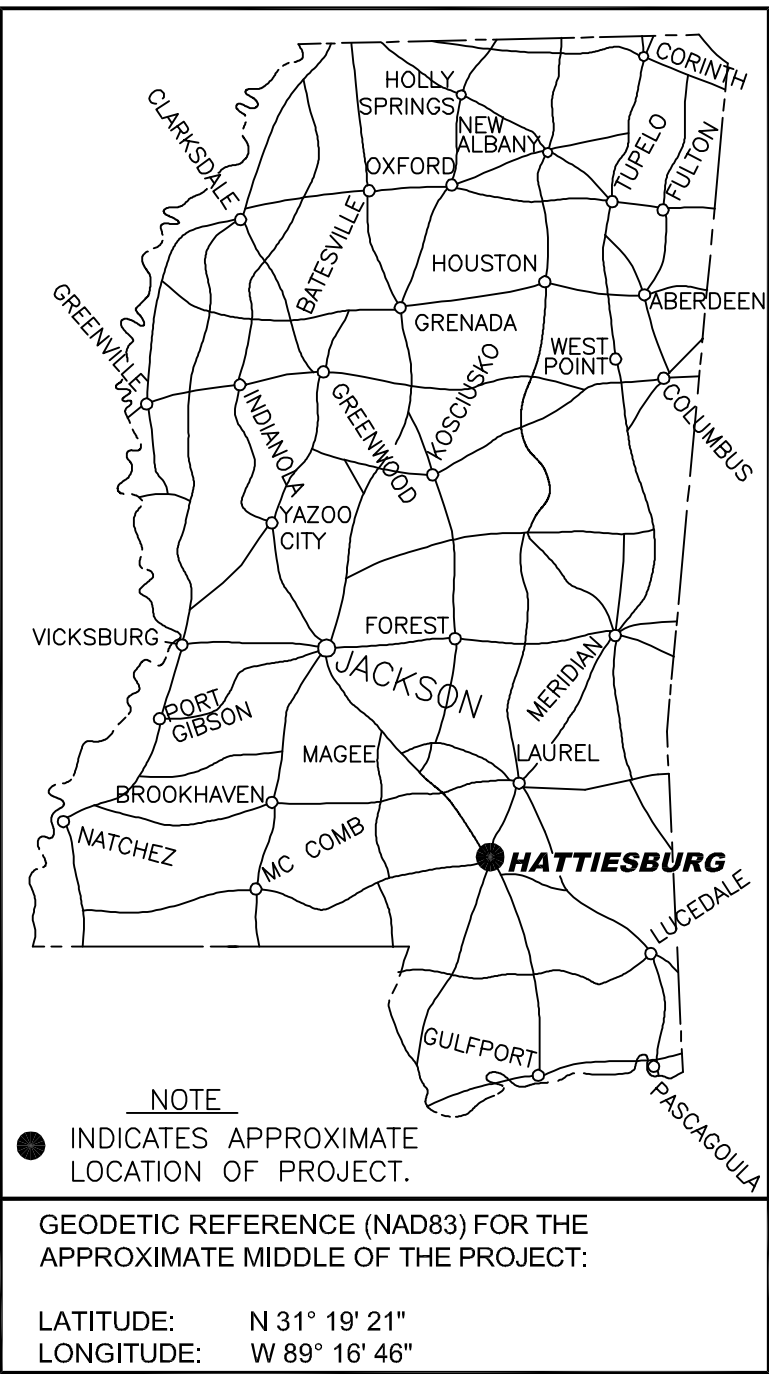
EAST JERUSALEM AREA

FOR THE

CITY OF HATTIESBURG

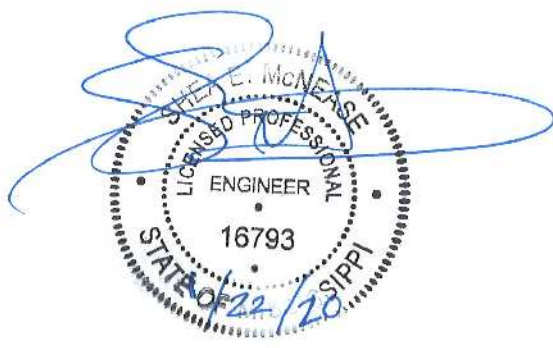
FORREST COUNTY

MISSISSIPPI



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MAYOR

Toby Barker

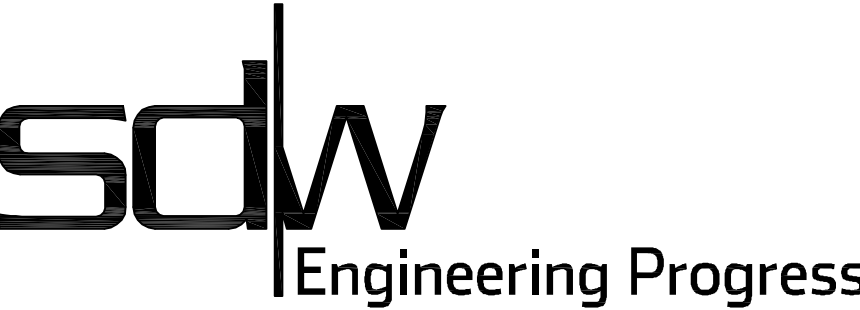
COUNCIL PERSONS

Carter Carroll, President
Mary Dryden, Vice President
Jeffery George
Deborah Denard Delgado
Nicholas Brown

DIRECTOR OF ENGINEERING

Lamar Rutland, PE

PREPARED BY:



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Sheet No. 1
Drawing No.: 11284



Know what's below.
Call before you dig.

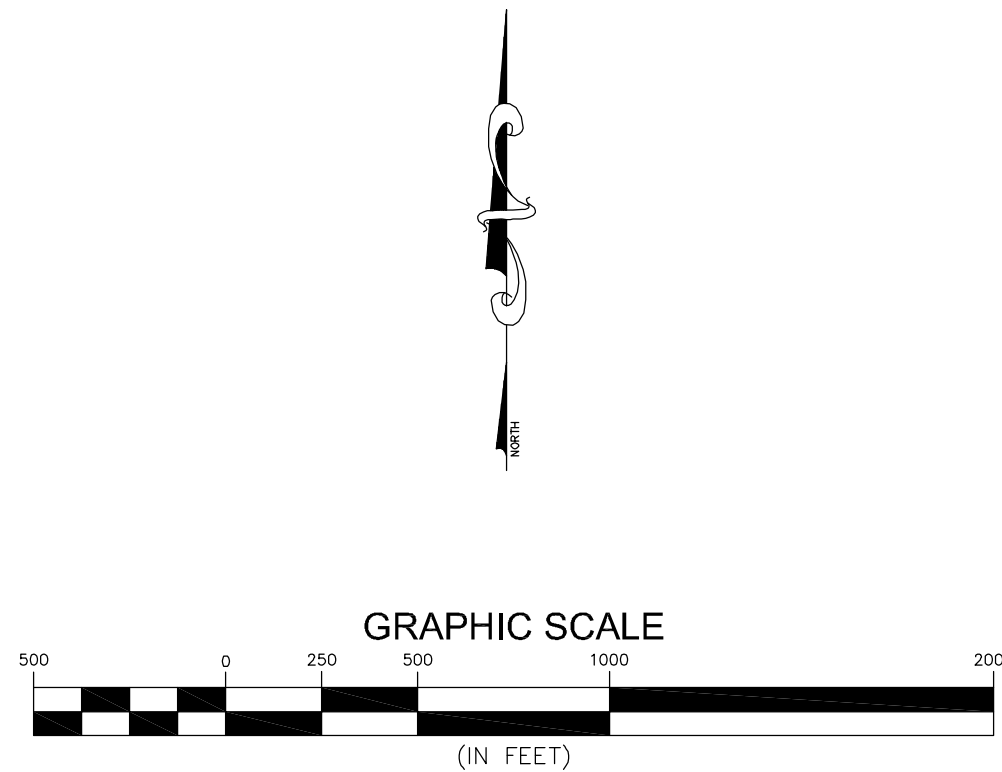
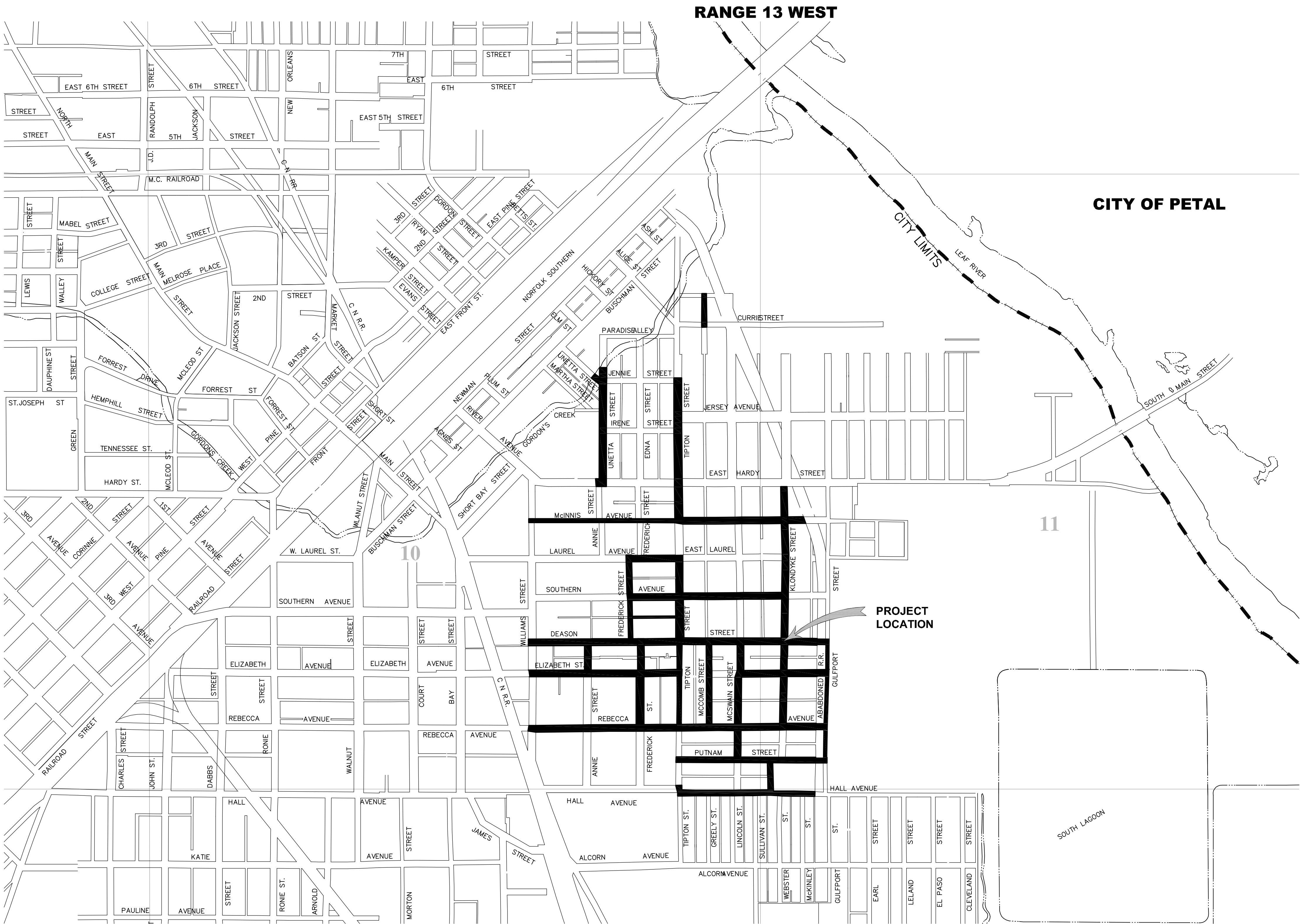
SPECIAL UTILITY NOTES:

- UTILITY LOCATION REQUESTS WERE SUBMITTED TO MISSISSIPPI 811 (FORMERLY MISSISSIPPI ONE CALL) DURING THE FIELD DATA COLLECTION PHASE FOR THE DESIGN OF THIS PROJECT. ALL UTILITIES THAT LOCATED DURING THE FIELD DATA COLLECTION ARE SHOWN ON THESE PLANS. ALL CONFLICTS WITH EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY OWNER, THE ENGINEER AND THE PROJECT OWNER PRIOR TO INSTALLATION OF THE PROPOSED WATER SYSTEM. (NO SEPARATE PAY FOR COORDINATION)
- THE CONTRACTOR SHALL DOCUMENT THE EXISTENCE OF ANY MISSING AND/OR OVERLAPPING UNDERGROUND UTILITIES AND STORM DRAINAGE NOT SHOWN ON THESE CONSTRUCTION DRAWINGS.

MISSISSIPPI 811 TICKETS

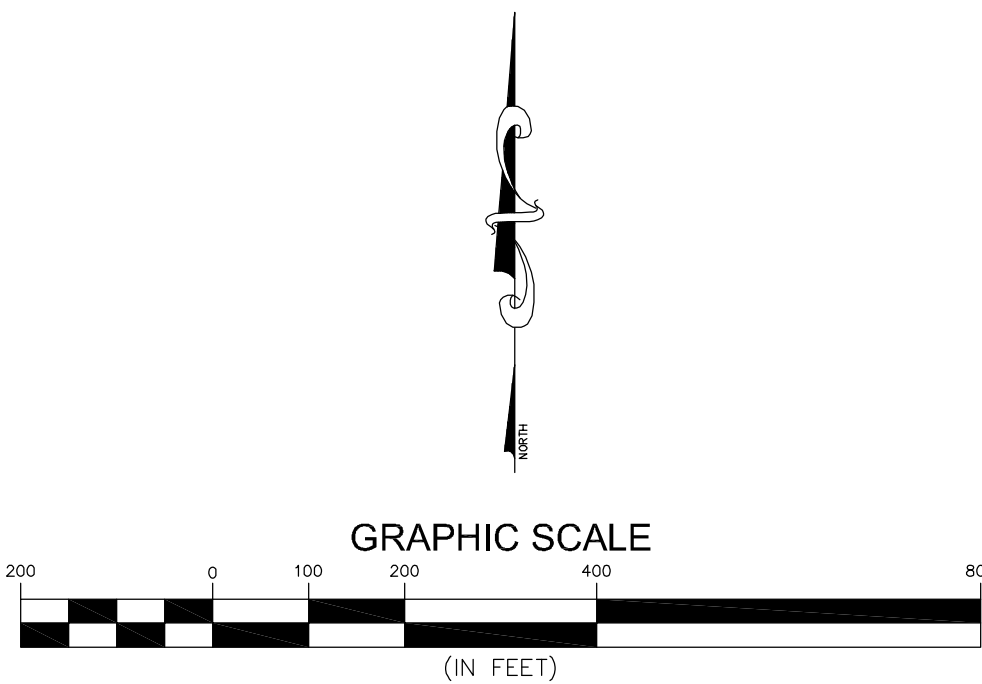
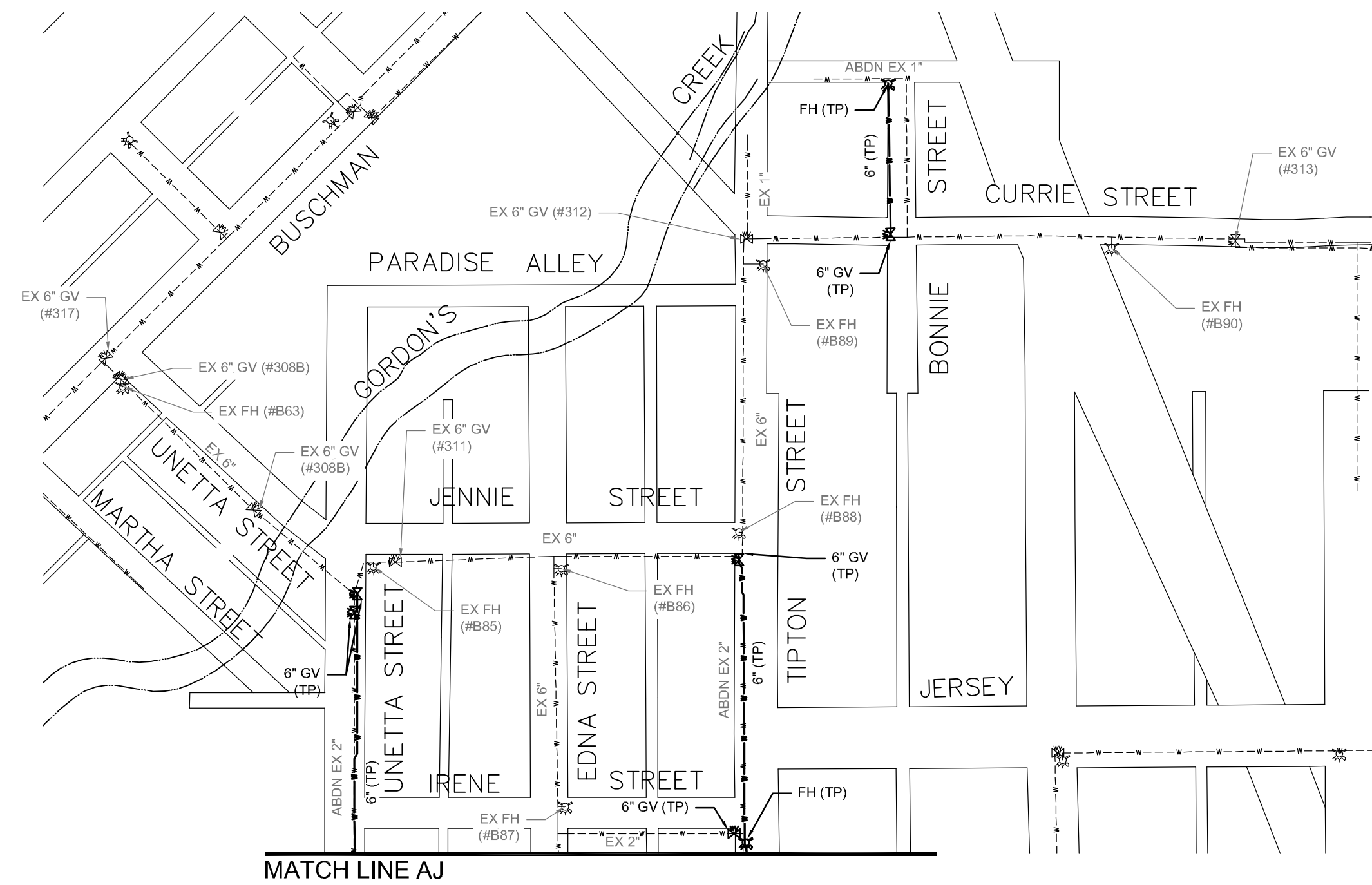
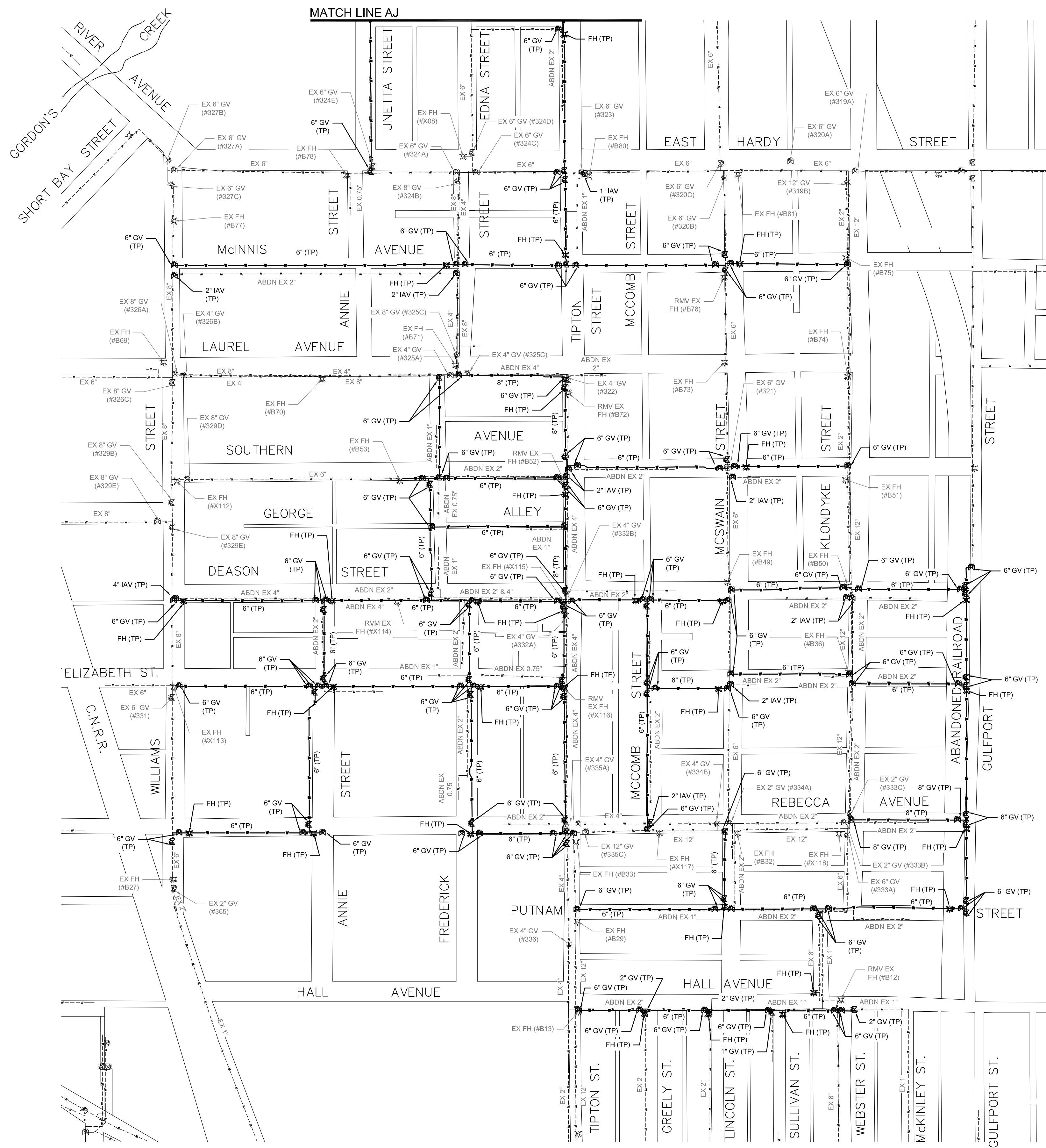
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19071811310887	FREDERICK STREET
19071808460414	GEORGE ALLY
19072309260444	HALL AVENUE
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19071814531367	McCOMB STREET
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19100714121304	SOUTH TIPTON STREET
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19071809060460	REBECCA AVENUE
19071510350515	SOUTHERN AVE
19070813481340	UNETTA STREET
19072309130400	McSWAIN STREET
19070813461329	NORTH TIPTON STREET

JANUARY 2020



NO.	DATE	DESCRIPTION	BY
VICINITY MAP			
WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: SLS	Checked by: SEM		
Date: 11/08/2019	Scale: AS NOTED		
Drawing No.: 11284	Sheet No. 2		

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- LEGEND:**
- ABND - ABANDONED
 - EX - EXISTING
 - EXIST FIRE HYDRANT
 - EXIST WATER VALVE
 - FH - FIRE HYDRANT
 - GV - GATE VALVE
 - IAV - INSERT A VALVE
 - RMV - REMOVED
 - TP - THIS PROJECT

NO.	DATE	DESCRIPTION	BY
PROJECT MAP			
WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST & LAMAR COUNTIES, MISSISSIPPI			
Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	
Date: 11/08/2019		Scale: AS NOTED	
Drawing No.: 11275		Sheet No. 3	

ABBREVIATION LEGEND:

APPURT	- APPURTENANCES
ASPLT	- ASPHALT
BLDG	- BUILDING
CONC	- CONCRETE
CON	- CONNECTION
CMP	- CORRUGATED METAL PIPE
CPP	- CORRUGATED PLASTIC PIPE
DRV	- DRIVE
DI	- DUCTILE IRON PIPE
EXIST	- EXISTING
NIC	- NOT IN CONTRACT
ℙ	- PROPERTY LINE
RCAP	- REINFORCED CONCRETE ARCHED PIPE
RCP	- REINFORCED CONCRETE PIPE
REQ'D	- REQUIRED
ROW	- RIGHT OF WAY
TYP	- TYPICAL
W/	- WITH

SYMBOL LEGEND:

	- BUSH
	- CREPE MYRTLE
	- FENCE
	- FIBER OPTIC INDICATOR POST
	- FIBER OPTIC PULL BOX
	- FIBER OPTIC PEDESTAL
	- FIRE HYDRANT
	- GAS INDICATOR POST
	- GAS LINE
	- GAS VALVE
	- LIGHT ON POLE
	- MAIL BOX
	- OVERHEAD POWER LINE
	- POLE GUY WIRE
	- PROPERTY LINE
	- POWER PULL BOX
	- SAN SWR CLEAN-OUT
	- SAN SWR LINE
	- SAN SWR MANHOLE
	- SAN SWR PUMP STATION
	- SIGN
	- SUBDIVISION LOT LINES
	- TELEPHONE PEDESTAL
	- TREE LINE
	- OVERHEAD TELEPHONE LINE
	- UTILITY POLE
	- WATER LINE
	- WATER METER
	- WATER VALVE

NOTE

ALL ITEMS SHOWN HERE ARE EXISTING ON THE GROUND OR UNDERGROUND.

GENERAL NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
- THE CONTRACTOR SHALL KEEP A SET OF BLUE LINE PRINTS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA SHALL BE COLLECTED AND PUT ON THE DRAWINGS DAILY. DATA SHALL INCLUDE THE LOCATION, SIZE AND TYPE OF ALL EXISTING AND INSTALLED WATER LINES, WATER VALVES, FIRE HYDRANTS AND WATER METERS. FINAL COMPLETION OF THE PROJECT SHALL BE DEPENDANT ON THE SUBMISSION AND APPROVAL OF SAID AS BUILT PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE ENTIRE PROJECT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CITY OF HATTIESBURG AND/OR FORREST COUNTY FEES AND PERMITS ASSOCIATED WITH CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND THE LOCATION OF THE PROJECT. CONTROL COORDINATE SYSTEM AND ELEVATION CONTROL ARE SHOWN ON THE PLAN SHEETS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
- ALL UNDERGROUND UTILITIES, FOR THE ENTIRE PROJECT, SHALL BE LOCATED BY THE CONTRACTOR AND UTILITY OWNERS PRIOR TO THE CONSTRUCTION OF THE PROJECT. ANY CONFLICTS SHALL BE COORDINATED BETWEEN CONTRACTOR, UTILITY OWNER AND ENGINEER.
- ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED.
- PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
- MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
- THE CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGGERS TO MAINTAIN ONE LANE TRAFFIC DURING CONSTRUCTION, WHERE LANE CLOSURES ARE NEEDED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. SEE SHEET No. 250 FOR TYPICAL LANE CLOSURE DETAILS. ANY ROAD CLOSURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO IMPLEMENTATION.
- ALL DISTURBED UNPAVED AREAS SHALL BE RESTORED AS FOLLOWS:
 - GRASSED AREAS SHALL RECEIVE SOLID SOD WHICH SHALL BE FERTILIZED AND WATERED AS PER THE VEGETATION SCHEDULE. PERMANENT ESTABLISHMENT OF GRASS GROWTH SHALL BE A REQUIREMENT BEFORE FINAL COMPLETION.
 - ALL LANDSCAPED AREAS SHALL BE RESTORED IN KIND AND SHALL INCLUDE TOP SOIL (4" DEPTH MIN), WATERING, FERTILIZER AND MULCH, IF PRESENT (IN KIND), AS PER THE VEGETATION SCHEDULE. CONTRACTOR SHALL MATCH SPECIES AND SIZE AS CLOSE AS POSSIBLE. SUBSTITUTIONS SHALL BE ALLOWED ONLY BY WRITTEN APPROVAL FROM THE ENGINEER AND COORDINATION WITH THE AFFECTED RESIDENT.
- ALL EXISTING MAILBOXES, STREET SIGNS, FENCES, AND OTHER STRUCTURES LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER). EXISTING FLOWER BEDS, GARDENS, SHRUBS, ETC. WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER). ALL ITEMS (INCLUDING REMOVAL OF OBSTRUCTIONS, REMOVED AND RESET AND/OR REPLACEMENT OF STORM DRAIN STRUCTURES, ETC.) FOR WHICH NO PAY ITEM IS LISTED, SHALL BE INCLUDED IN THE COST OF THE PIPING LAYING OPERATION. (NO SEPARATE PAY).
- PAVED ROADS SHALL BE OPEN CUT REPAIRED AS DETAILED. CASING SHALL BE USED ONLY WHERE NOTED ON THE PLANS.
- ALL GRAVEL ROADS AND GRAVEL DRIVEWAYS SHALL BE OPEN CUT WITHOUT CASING, UNLESS OTHERWISE NOTED, AND REPLACED IN KIND.
- ALL PAVED DRIVEWAYS SHALL BE OPEN CUT AND REPAIRED IN KIND, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL PROVIDE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE ALL DRIVEWAY CUTS AND EXCAVATION WITH THE OWNERS OF SAID DRIVEWAYS.
- ANY DAMAGE TO PAVED ROADS OR DRIVEWAYS, WHICH ARE OUTSIDE OF THE PROJECT LIMITS, SHALL BE REPAIRED IN KIND, AT THE CONTRACTOR'S EXPENSE.
- ALL TRENCHES IN PAVED AREAS SHALL BE REPAIR AS DETAILED. CRUSHED AGGREGATE SHALL ALSO BE INSTALLED AND USED FOR A TEMPORARY SURFACE UNTIL SUCH TIME THAT THE OWNER DECIDES TO ALLOW INSTALLATION OF PAVEMENT (SEE DETAIL). ALL CRUSHED AGGREGATE SHALL BE SIZE 610. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF EXISTING PAVEMENT PRIOR TO PLACEMENT OF PAVEMENT IN PATCHED AREAS TO MAKE A SMOOTH JOINT WITH THE EXISTING PAVEMENT. SAW CUT TO FULL DEPTH OF EXISTING PAVEMENT SHALL BE REQUIRED ON ALL PAVEMENT REPAIR, UNLESS OTHERWISE DIRECTED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SURFACE IN AN ACCEPTABLE CONDITION UNTIL SUCH TIME AS FINAL PAVEMENT IS INSTALLED.
- ALL ROAD BORES SHALL BE IN ACCORDANCE TO THE DETAILS.
- ALL SELECT FILL MATERIAL SHALL MEET THE SPECIFICATIONS FOR CLASS 9, GROUP C AND MODIFIED FOR TO CONSIST OF A PLASTICITY INDEX (PI) BETWEEN 5 AND 15. THE SELECT FILL MATERIAL SHALL BE INSTALLED AT THE DIRECTION OF THE ENGINEER OR HIS REPRESENTATIVE.
- PRIOR TO THE BEGINNING OF ANY EXCAVATION, ALL EXISTING PAVEMENT SHALL BE SCORED OR SAW CUT TO A DEPTH SUCH THAT A STRAIGHT AND UNIFORM VERTICAL EDGE IS ESTABLISHED PRIOR TO REMOVAL OF SAID PAVEMENT FROM THE PROJECT. IF VERTICAL EDGE IS DISTURBED, THEN A SECOND CUT SHALL BE REQUIRED PRIOR TO ASPHALT OR CONCRETE PATCHING. ALL ASPHALT OR CONCRETE SHALL BE REMOVED FROM THE PROJECT SITE PRIOR TO EXCAVATION PROCEDURES. (NO SEPARATE PAY FOR SAW CUTTING, DEBRIS REMOVAL, PAVEMENT REMOVAL AND DISPOSAL)
- WORK FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING WHAT BRACING, SHORING OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING BRACING, SHORING OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS AND LABOR FOR DESIGNING AND CONSTRUCTING THE SUPPORT SYSTEM, SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
- THE EROSION CONTROL DEVICES SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DURING CONSTRUCTION UNTIL PERMANENT GRASS IS ESTABLISHED OR THE DISTURBED SURFACED IS PAVED.
- THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR EROSION CONTROL AND ANY OTHER PERTINENT GUIDELINES.
- THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.

WATER NOTES

- ALL WORK ITEMS FOR WHICH NO PAY ITEMS ARE ESTABLISHED SHALL BE ABSORBED IN THE COST OF THE PIPE LAYING OPERATION.
- NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER.
- WHERE THE WATER MAIN IS WITHIN 10 FEET OF A SEWER MAIN HORIZONTALLY, THE BOTTOM OF THE WATER MAIN SHALL BE AT LEAST 18" FROM THE TOP OF THE SEWER MAIN, UNLESS OTHERWISE NOTED.
- THE COST OF CLEARING AND GRUBBING/REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING MATERIAL SHALL TO BE INCLUDED IN THE PRICE OF THE PIPE LAYING OPERATION. OFFSITE DISPOSAL AREAS ARE TO BE FURNISHED BY THE CONTRACTOR.
- ALL WATER PIPE SHALL BE DUCTILE IRON, CLASS 350, AS NOTED ON PLANS.
- ALL FITTINGS AND VALVES SHALL BE DUCTILE IRON WITH CONCRETE THRUST BLOCK AT ALL BENDS AND RODDED TOGETHER WITH ALL THREAD ROD. ALL TEES AND VALVES SHALL BE RODDED TOGETHER AS ONE UNIT. VALVES AND FIRE HYDRANTS SHALL BE RODDED TOGETHER BUT SEPARATE FROM THE TEE AND OTHER VALVES. ALL FITTINGS, EXCEPT VALVES SHALL BE ABSORBED ITEMS.
- ALL BENDS SHOWN IN THE PROPOSED WATERLINE SHALL BE ACCOMPLISHED THROUGH THE USE OF THE REQUIRED FITTINGS (22.5', 30', 45'...). SINGLE 90° BEND FITTINGS SHALL NOT BE PERMITTED UNLESS SPECIFICALLY NOTED ON THE PLANS AND/OR APPROVED BY THE ENGINEER. 90° BENDS SHALL BE ACCOMPLISHED BY USING MULTIPLE SMALLER BEND FITTINGS. BENDS SHOWN ON THE PLAN SHEETS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO BIDDING AND CONSTRUCTION. ONLY MAJOR BENDS ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FITTINGS NECESSARY TO INSTALL THE PROPOSED WATER LINE. (NO SEPARATE PAY) TEES AND CROSSES SHALL BE PAID FOR UNDER THE CONNECTION ITEM.
- ALL PROPOSED FIRE HYDRANTS SHOWN FOR INSTALLATION ON THE PLANS SHEETS SHALL BE 3-WAY HYDRANTS AS DETAILED. ALL HYDRANTS SHALL BE SAFETY YELLOW IN COLOR FROM THE MANUFACTURER. ACCEPTABLE FIRE HYDRANTS SHALL BE M & H, MUELLER AND AMERICAN DARLING.
- FULL LENGTH PIPE SECTIONS ARE REQUIRED BEFORE AND AFTER ALL FITTINGS.
- ALL VALVES NOTED ON THESE PLANS SHALL BE GATE VALVES.
- ALL MATERIALS FOR THE PROJECT SHALL BE A PRODUCT OF THE U.S.A.
- ALL EXISTING WATER LINES NOTED FOR ABANDONMENT ON THIS PROJECT SHALL BE COMPLETELY DISCONNECTED FROM THE EXISTING SYSTEM AND CAPPED.
- PRESSURE TESTS WILL BE REQUIRED ON ALL WATER MAIN INSTALLED.
- ALL NEW CONSTRUCTION TO BE FLUSHED WITH CLOSE SUPERVISION OF THE SYSTEM OPERATOR.
- ALL BACTI-SAMPLES SHALL BE TAKEN BY THE SYSTEM OPERATOR OR HIS REPRESENTATIVES. ANY AND ALL SAMPLING FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL ITEMS NOTED FOR REMOVAL IN THESE PLANS, SHALL BE SALVAGED FOR THE OWNER. ALL FIRE HYDRANTS AND VALVES REMOVED FROM THE PROJECT SHALL BE CLEANED BY POWER WASHING. SAID ITEMS SHALL BE STACKED AND SECURED ON PALLETS. SAID ITEMS SHALL BECOME THE PROPERTY OF THE OWNER AND DELIVERED TO A SITE DETERMINED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY OF SAID ITEMS PRIOR TO DELIVERY TO THE OWNER AND FOR REPLACEMENT IN KIND FOR ANY MISSING ITEMS. (NO SEPARATE PAY)
- A CRITERIA FOR THIS PROJECT IS TO ELIMINATE UNDER SIZED (UNDER 4" DIAMETER) WATER MAINS WITHIN THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING WATER METERS ALONG ALL STREETS WITHIN THE PROJECT AREA WHICH ARE NOTED TO WATER MAIN CONSTRUCTION. SOME METERS MAY NOT HAVE BEEN LOCATED DURING THE DESIGN PHASE OF THIS PROJECT DUE TO FIELD CONDITIONS. HOWEVER, ALL METERS WITHIN THE PROJECT AREA SHALL BE CONNECTED TO A NEW WATER MAIN OR AN ADJACENT LARGE SIZE (4" DIAMETER AND OVER) WATER MAIN.
- UNLESS OTHER WISE NOTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTING ANY SERVICE, WHICH IS PRESENTLY CONNECTED TO AN EXISTING WATER MAIN THAT IS NOTED FOR ABANDONMENT ON THIS PROJECT, TO A PROPOSED ADJACENT WATER LINE.
 - SERVICE SHALL INCLUDE (BUT MAY NOT BE LIMITED TO) TAPPING SADDLE, CORPORATION STOP, SERVICE LINE (LENGTH AS REQUIRED) OF MATCHING SIZE AND/OR ALL NECESSARY FITTINGS. SERVICE RECONNECTIONS SHALL BE PAID PER EACH AS OUTLINED IN THE BID DOCUMENTS. SERVICE CONNECTION SHALL INCLUDE CONNECTION TO THE MAIN AND THE CONNECTION TO THE EXISTING METER.
 - NEW SERVICE CONNECTIONS SHALL BE INSTALLED AS ONE CONTINUOUS PIPE FROM THE WATER MAIN TO THE METER. SPLICES SHALL NOT BE ALLOWED. THE ENTIRE SERVICE BETWEEN THE METER AND THE NEW MAIN SHALL BE REPLACED. SERVICE LINE BORES SHALL BE PAID SEPARATELY.
 - METERS SHALL ONLY BE INSTALLED WHERE NOTED ON THE PLANS AND SHALL BE PAID SEPARATELY. METERS SHALL MATCH SERVICE LINE SIZE AND BE OF BRAND/TYPE SPECIFIED BY THE OWNER,

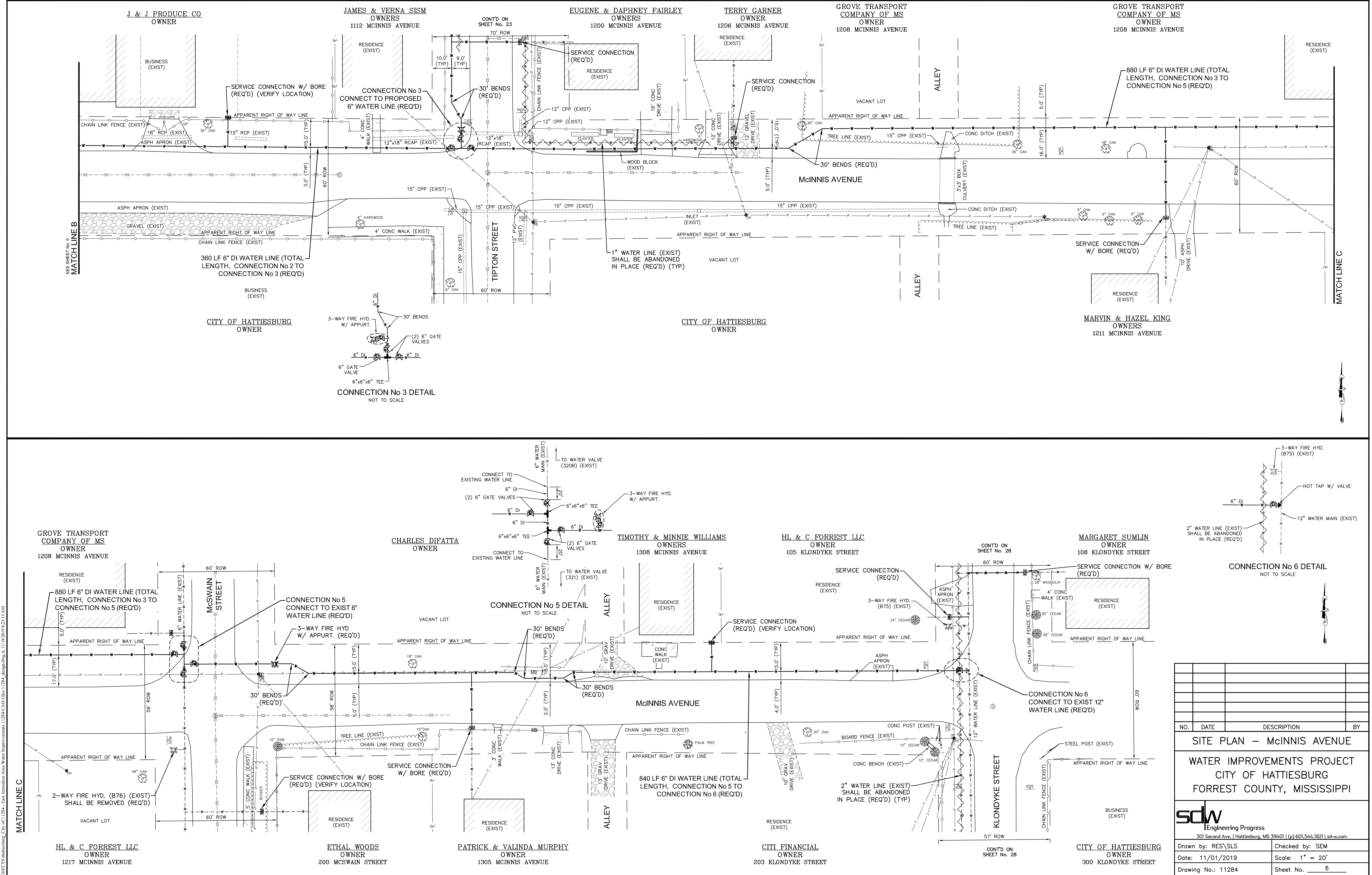
NO.	DATE	DESCRIPTION	BY
GENERAL NOTES, SYMBOLS & LEGEND			
WATER SYSTEM IMPROVEMENTS CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
 Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	
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NO.	DATE	DESCRIPTION	BY

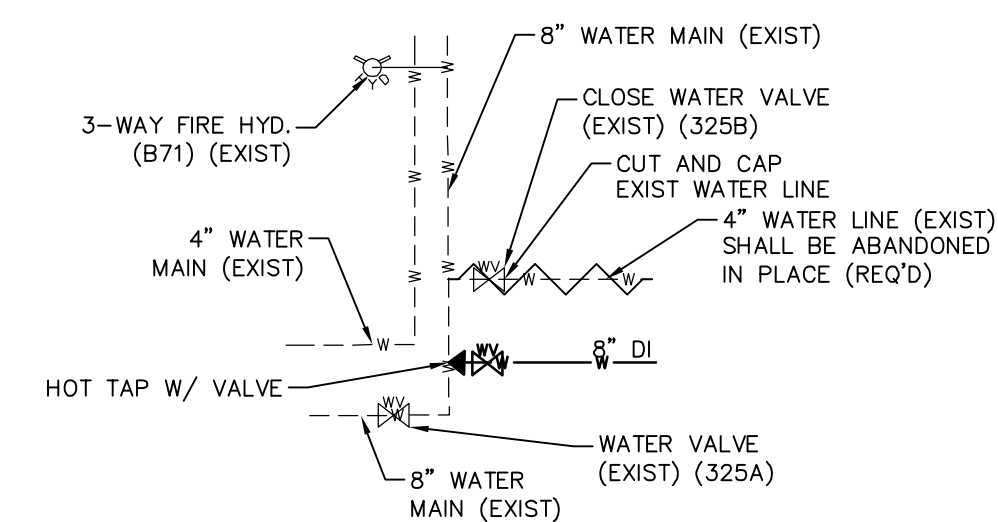
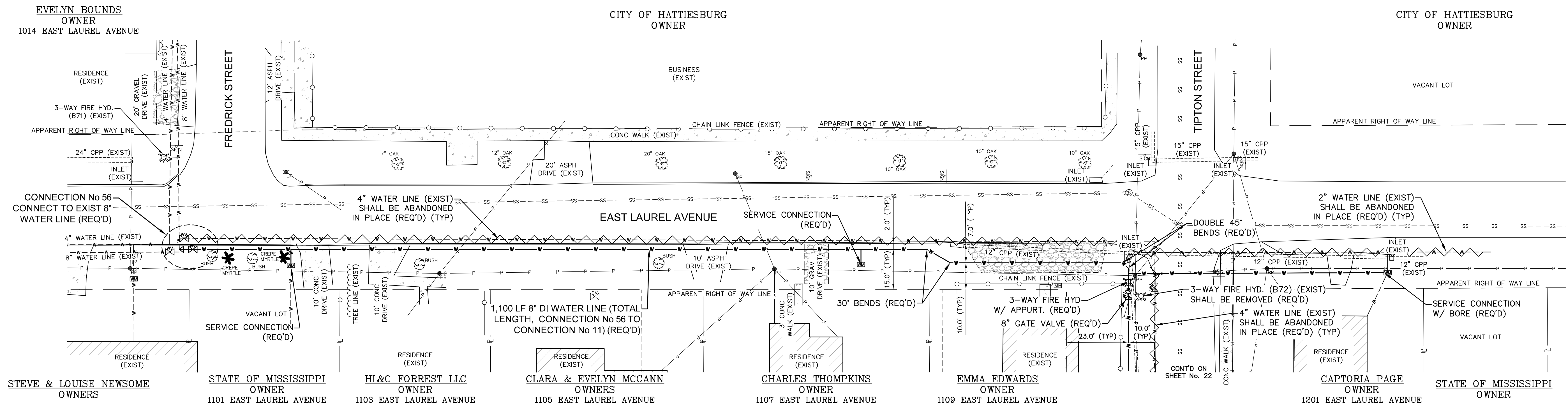
	
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com	
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Date: 11/01/2019	Scale: 1" = 20'
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NO.	DATE	DESCRIPTION	BY
SITE PLAN – McInnis Avenue			
WATER IMPROVEMENTS PROJECT CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sdw-w.com			
Drawn by: RES\SLS		Checked by: SEM	
Date: 11/01/2019		Scale: 1" = 20'	
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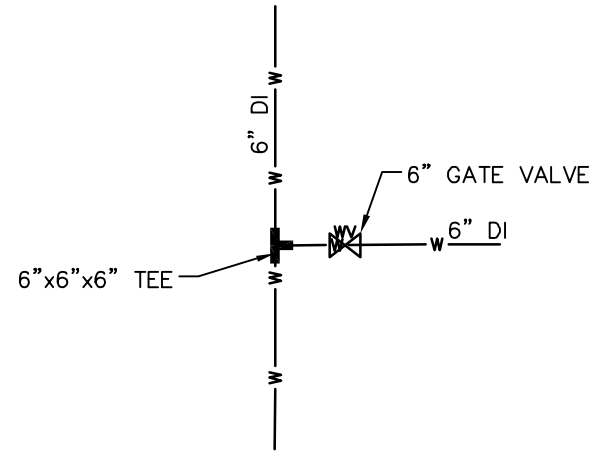
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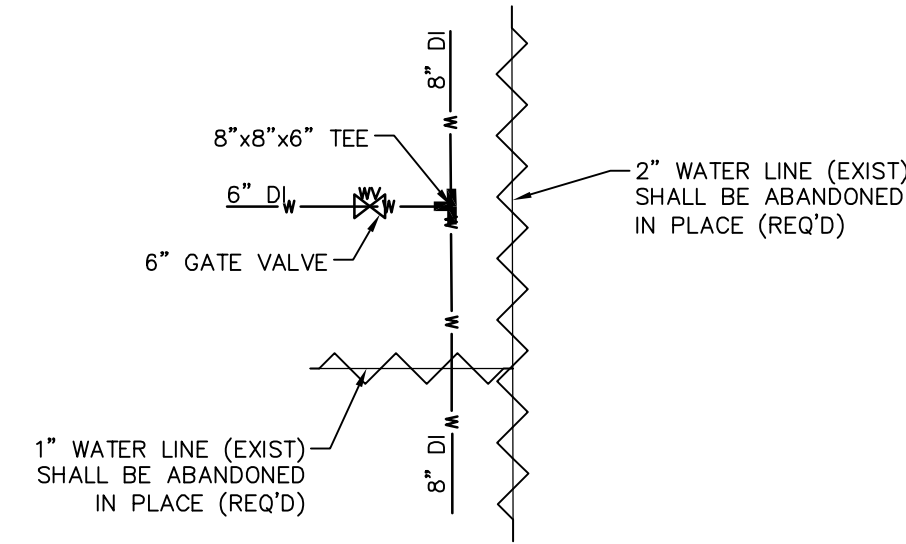
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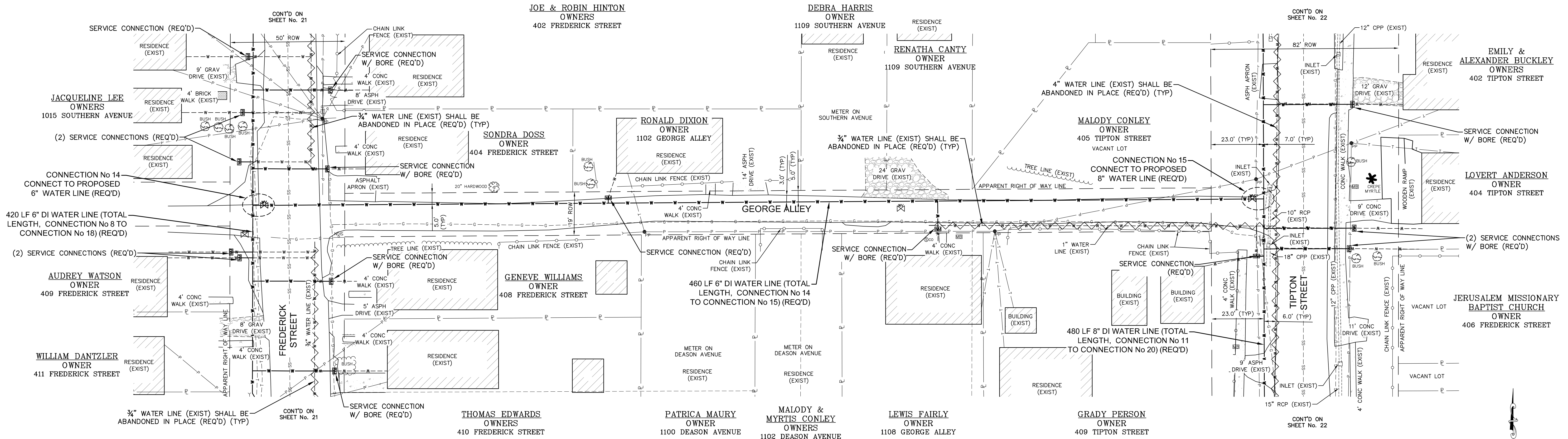
NO.	DATE	DESCRIPTION	BY
SITE PLAN – EAST LAUREL AVENUE			
WATER IMPROVEMENTS PROJECT CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	
Date: 11/01/2019		Scale: 1" = 20'	
Drawing No.: 11284		Sheet No. 7	



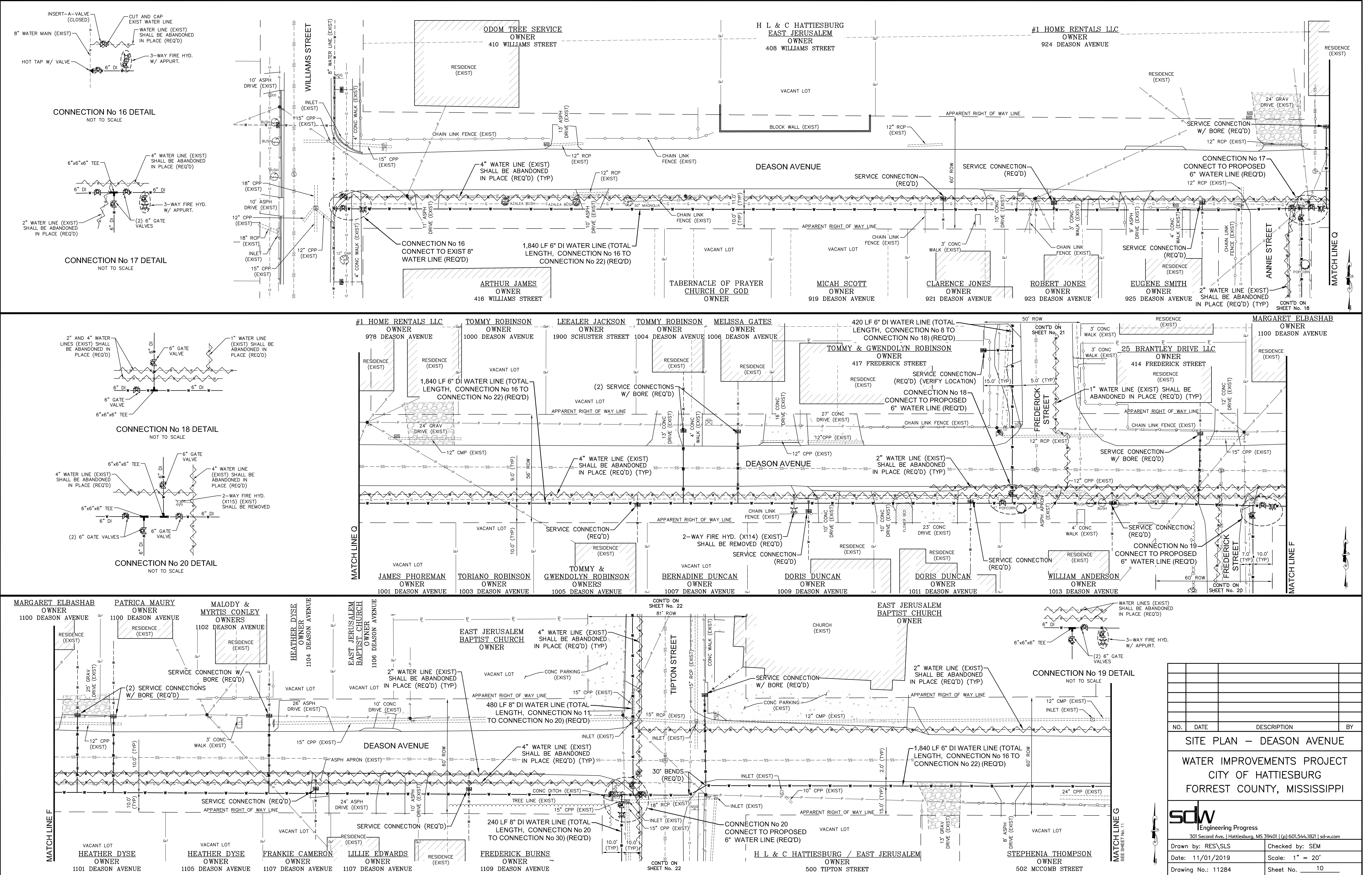
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CONNECTION No 15 DETAIL
NOT TO SCALE

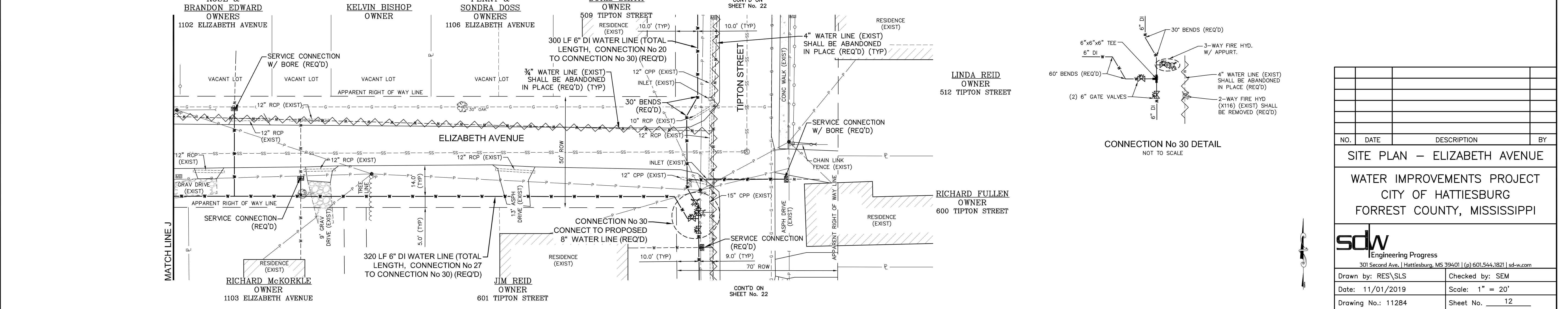
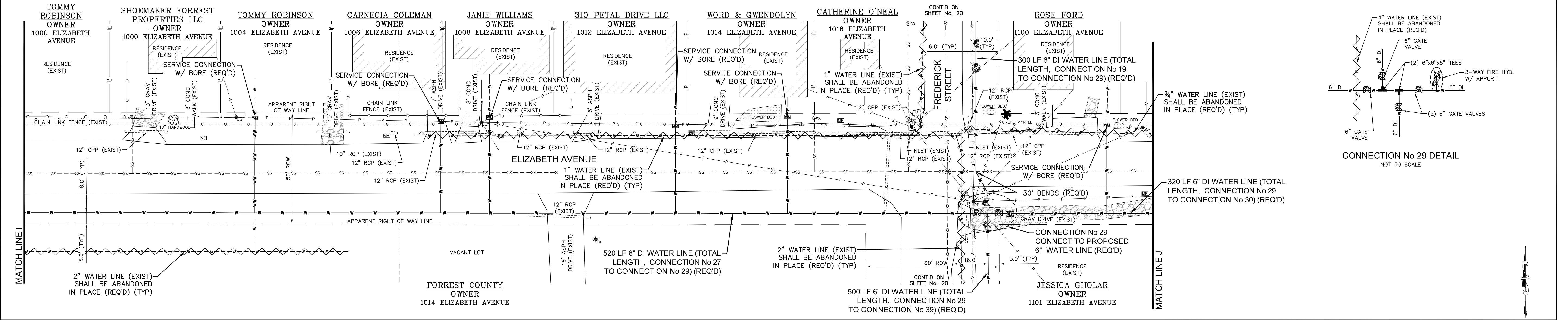
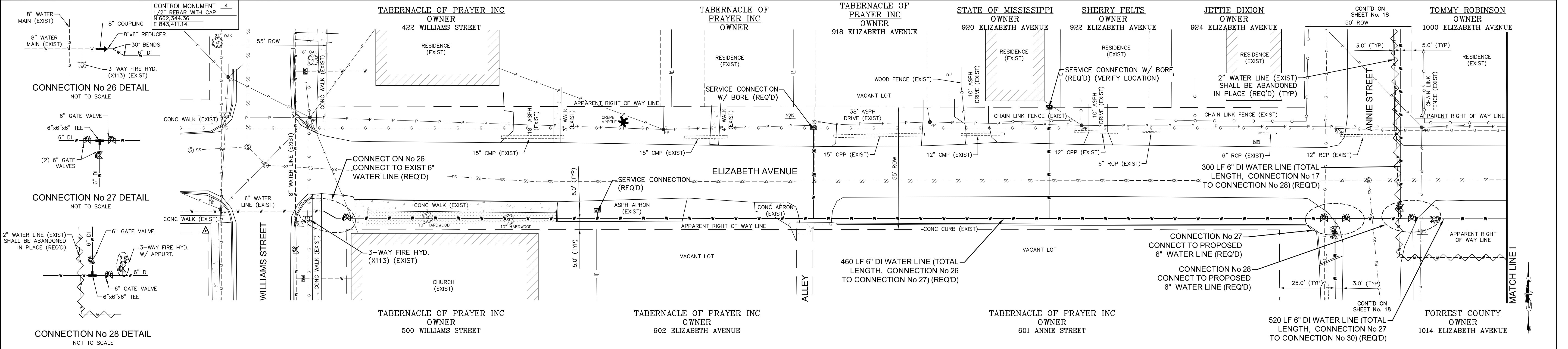


NO.	DATE	DESCRIPTION	BY
SITE PLAN – GEORGE ALLEY			
WATER IMPROVEMENTS PROJECT			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	
Date: 11/01/2019		Scale: 1" = 20'	
Drawing No.: 11284		Sheet No. 9	



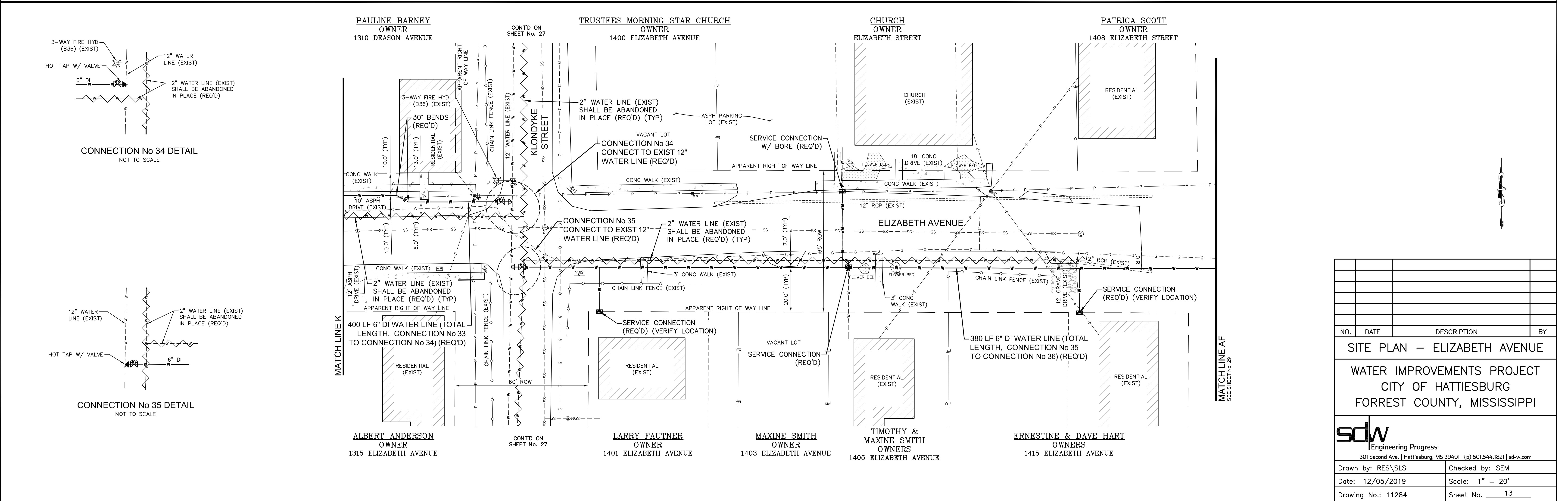
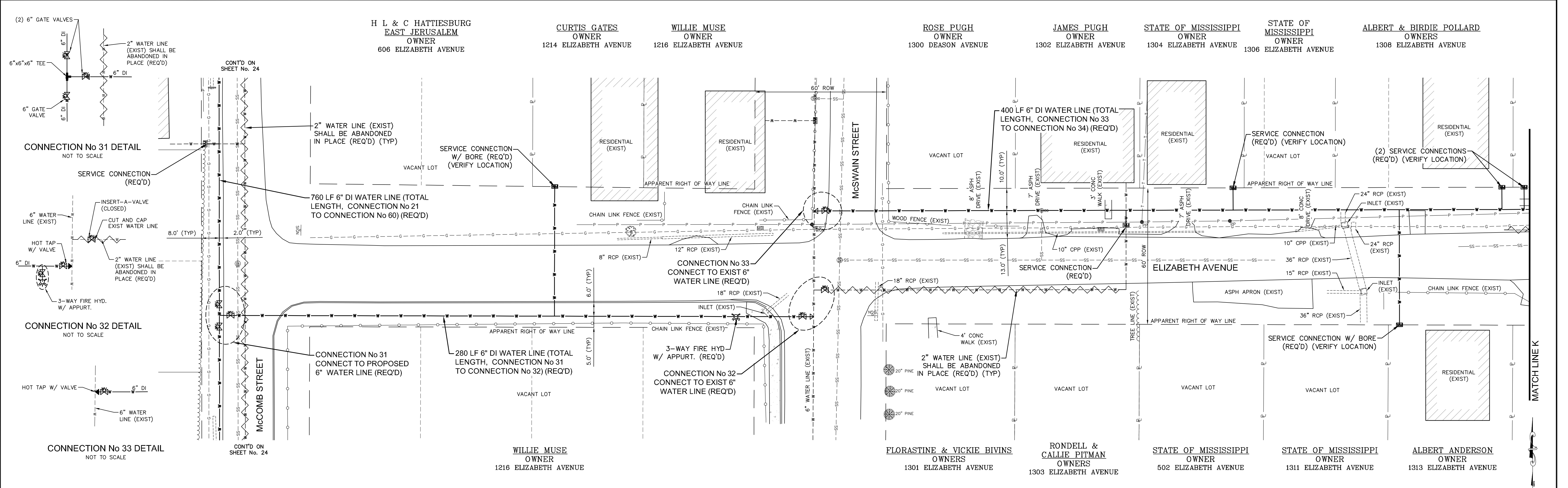
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NO.	DATE	DESCRIPTION	BY
SITE PLAN – DEASON AVENUE			
WATER IMPROVEMENTS PROJECT			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	
Date: 11/01/2019		Scale: 1" = 20'	
Drawing No.: 11284		Sheet No. 10	

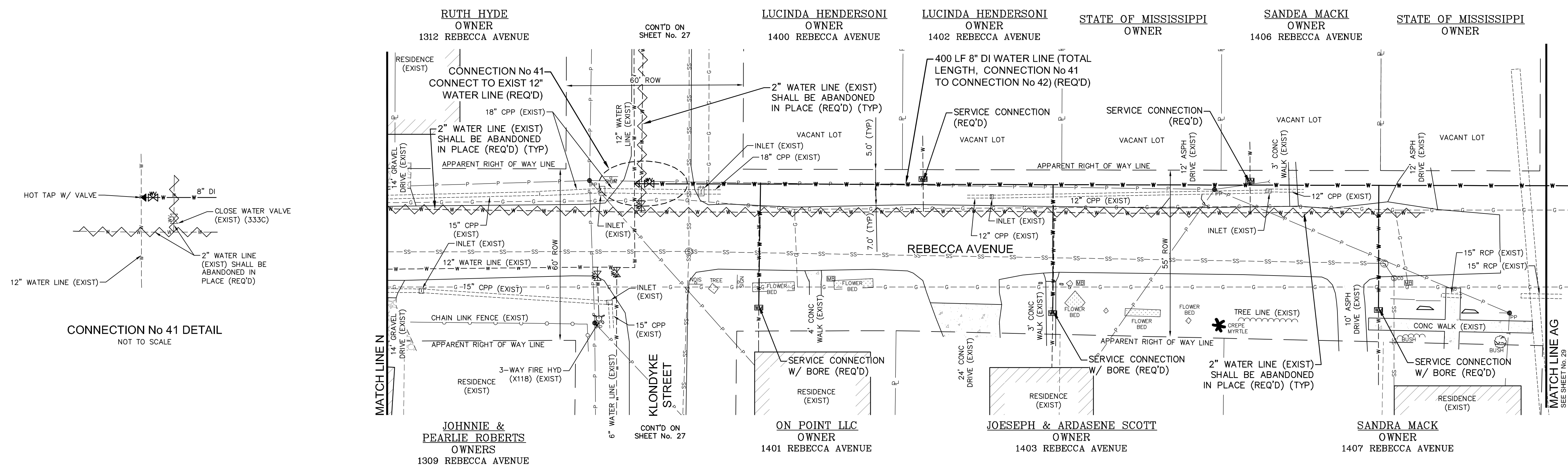
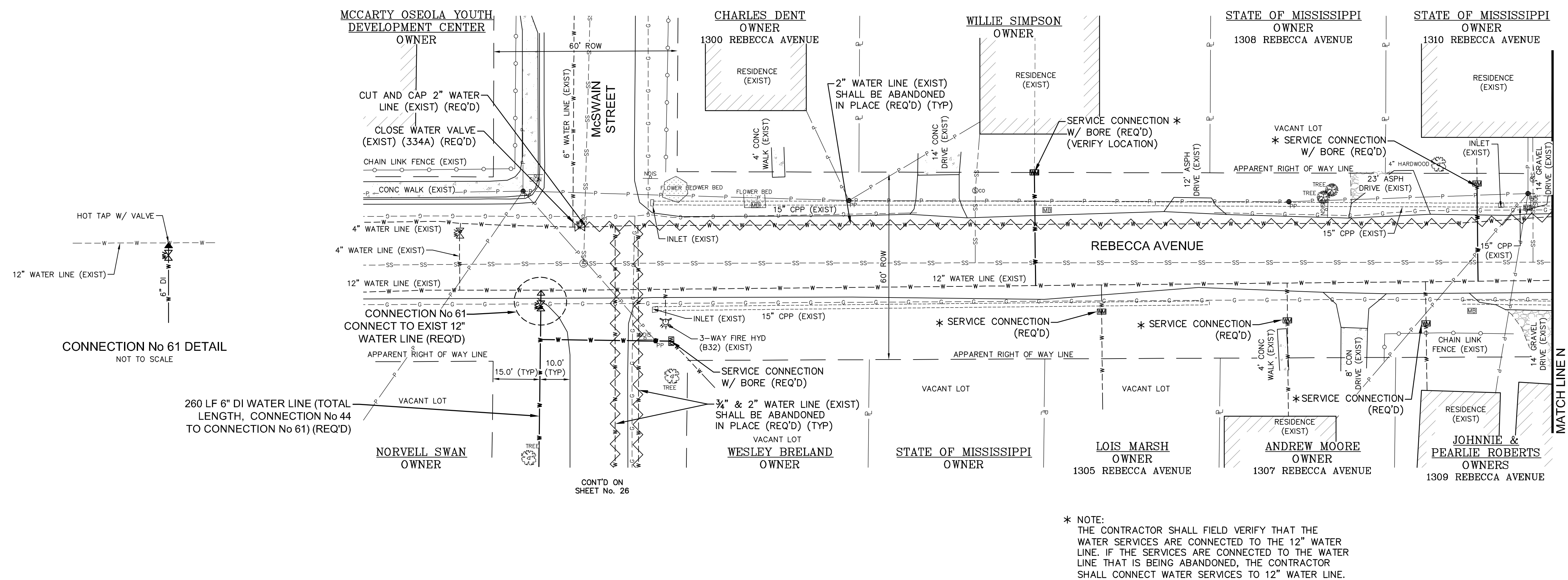


NO.	DATE	DESCRIPTION	BY
SITE PLAN – ELIZABETH AVENUE			
WATER IMPROVEMENTS PROJECT			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	
Date: 11/01/2019		Scale: 1" = 20'	
Drawing No.: 11284		Sheet No. 12	

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NO.	DATE	DESCRIPTION	BY
SITE PLAN – ELIZABETH AVENUE			
WATER IMPROVEMENTS PROJECT			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	
Date: 12/05/2019		Scale: 1" = 20'	
Drawing No.: 11284		Sheet No. 13	



NO.	DATE	DESCRIPTION	BY
SITE PLAN – REBECCA AVENUE			
WATER IMPROVEMENTS PROJECT			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			

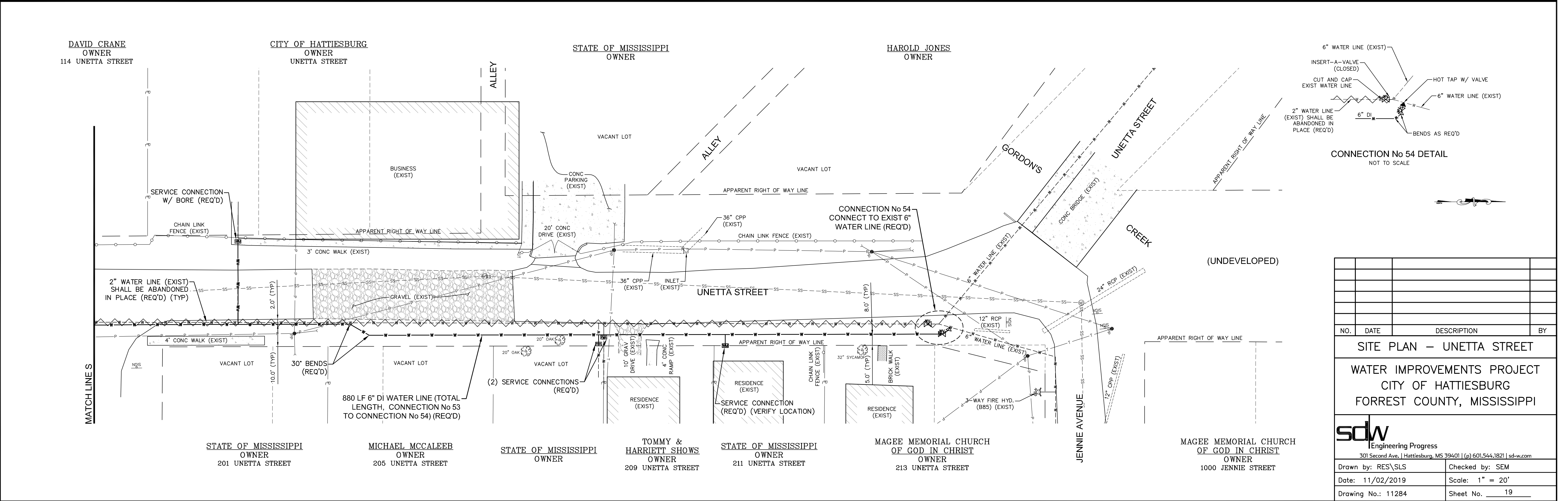
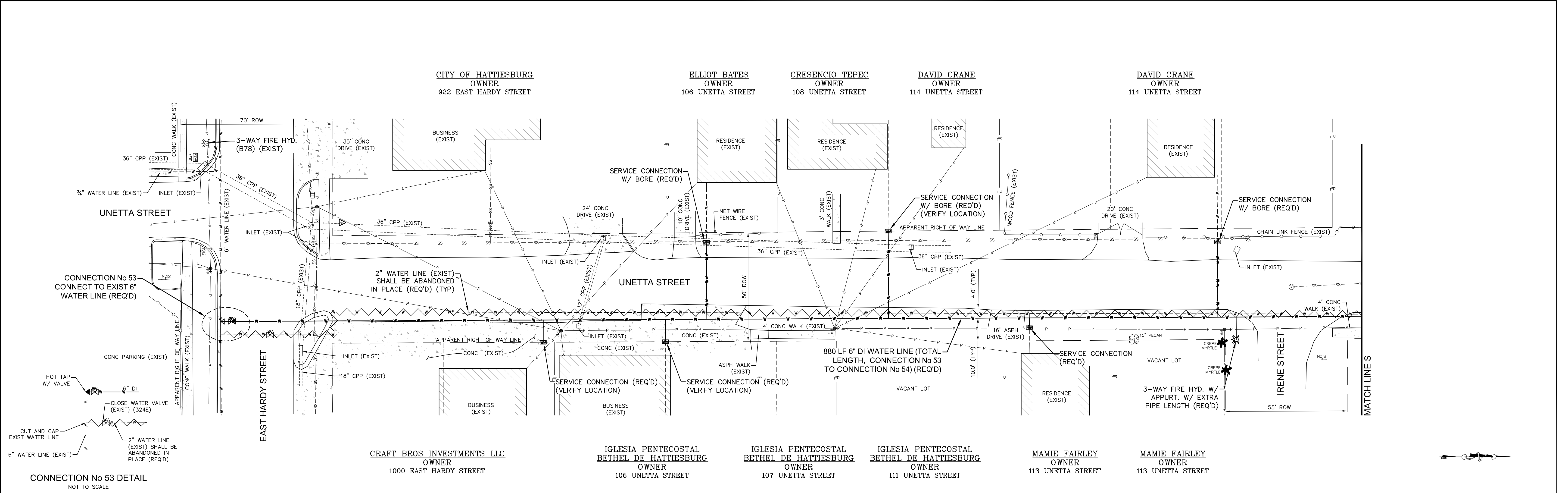


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Drawn by: RES\SLS	Checked by: SEM
Date: 12/05/2019	Scale: 1" = 20'
Drawing No.: 11284	Sheet No. ____ 15 ____

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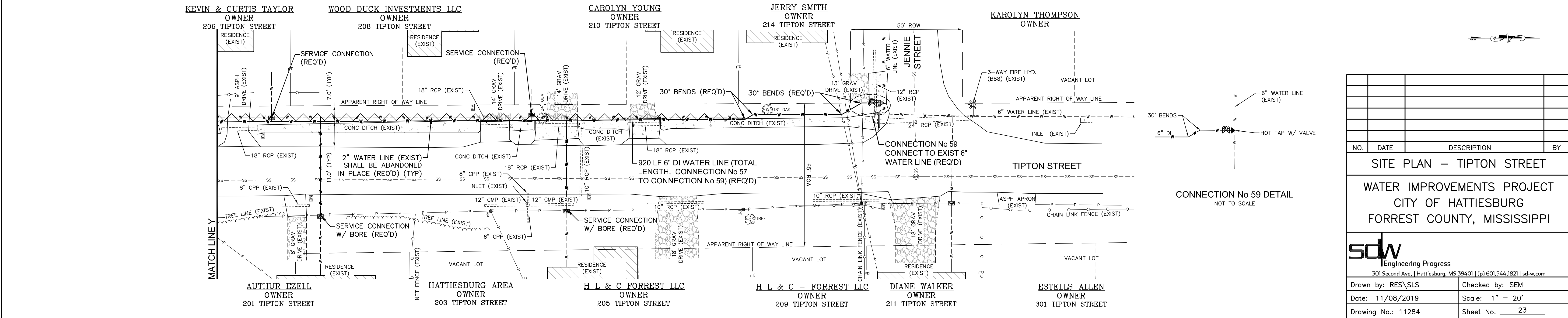
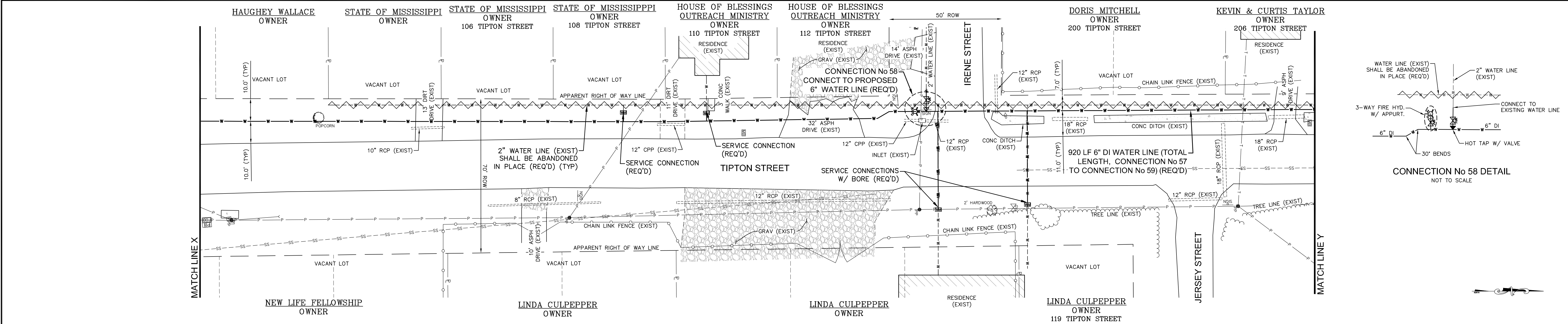
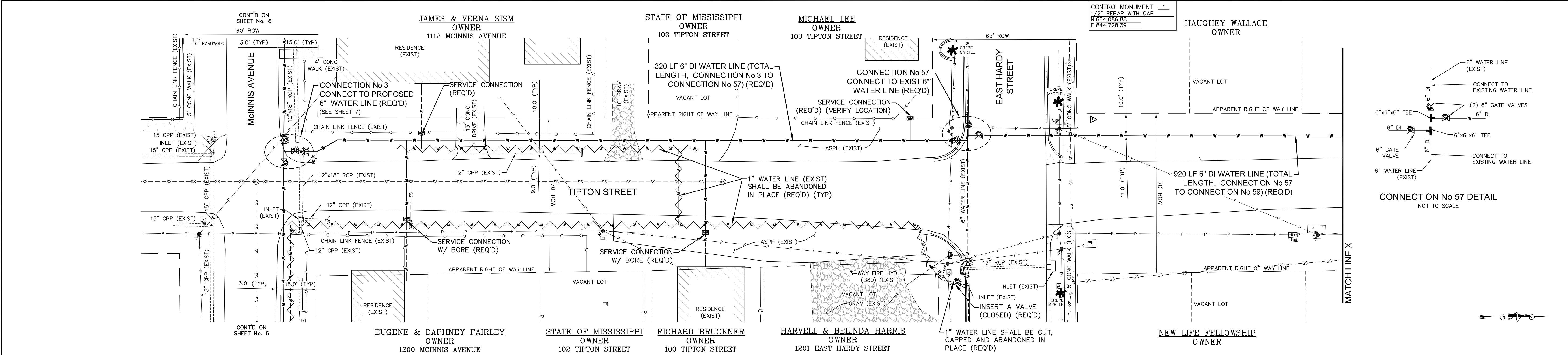


NO.	DATE	DESCRIPTION	BY
SITE PLAN – UNETTA STREET			
WATER IMPROVEMENTS PROJECT			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
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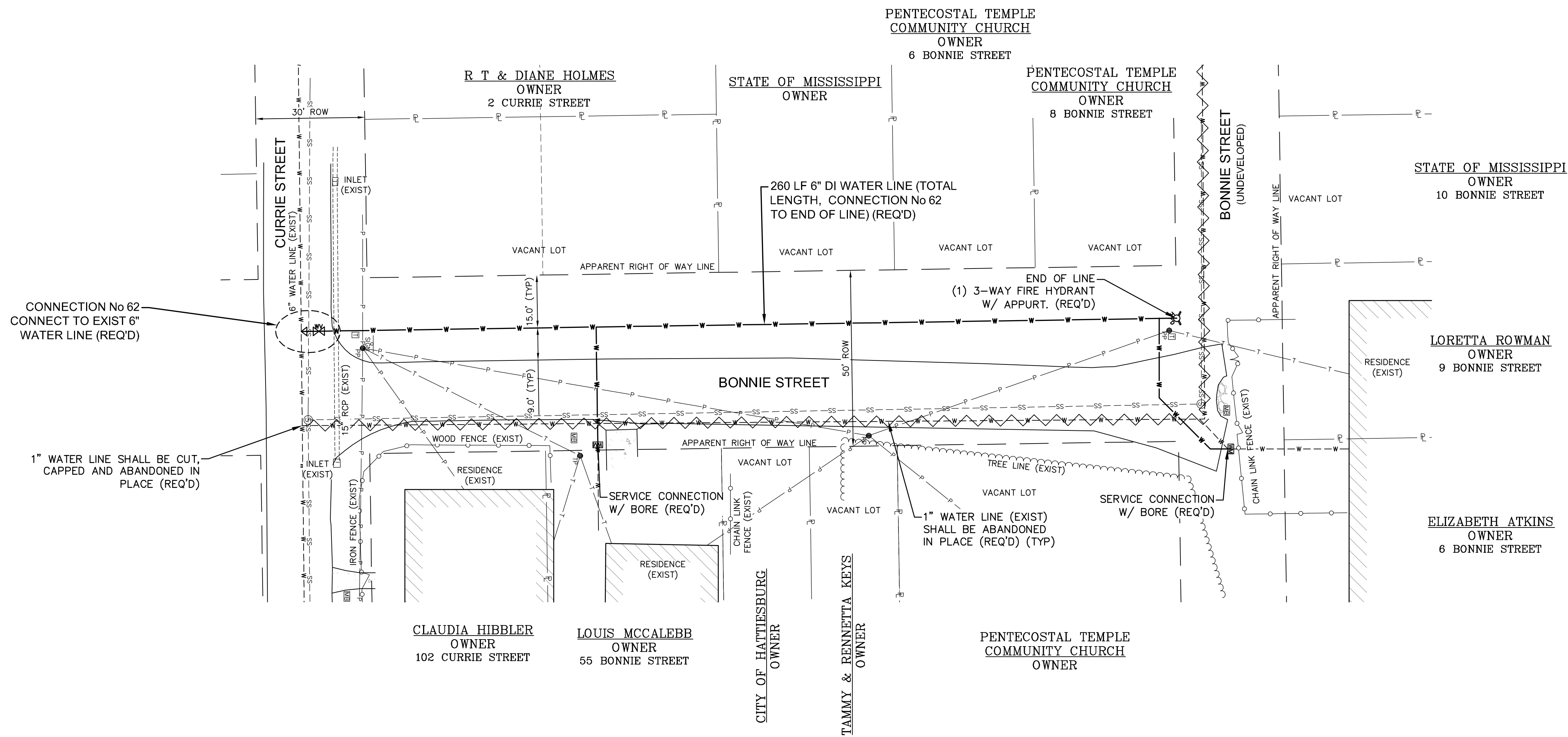
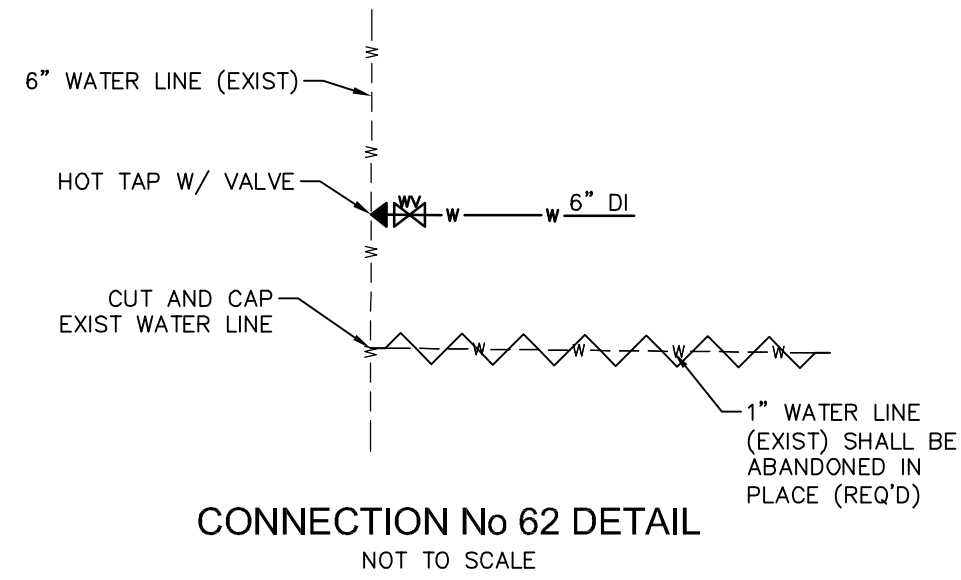


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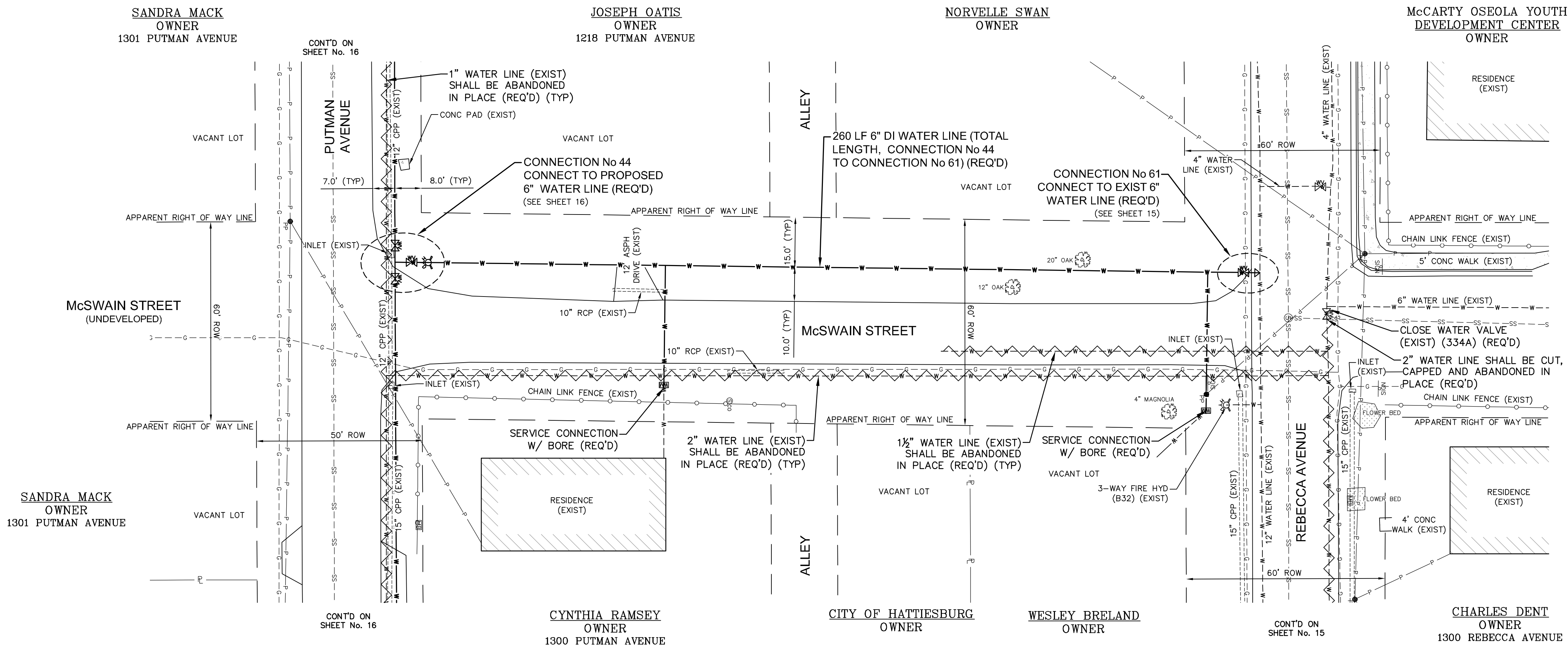
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NO.	DATE	DESCRIPTION	BY
SITE PLAN - TIPTON STREET			
WATER IMPROVEMENTS PROJECT CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
 Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	
Date: 11/08/2019		Scale: 1" = 20'	
Drawing No.: 11284		Sheet No. 23	

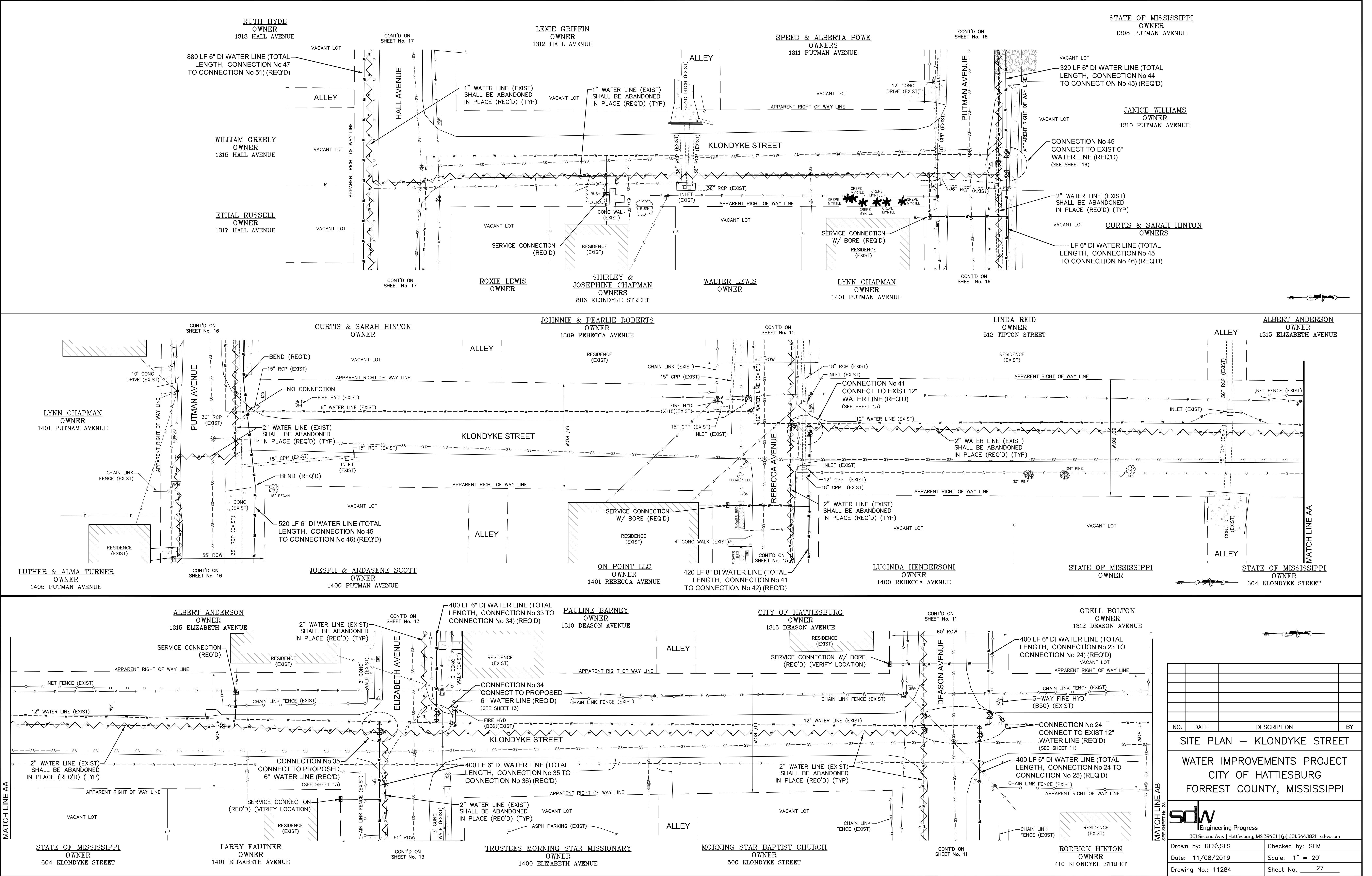


NO.	DATE	DESCRIPTION	BY
SITE PLAN – BONNIE STREET			
WATER IMPROVEMENTS PROJECT			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	
Date: 11/08/2019		Scale: 1" = 20'	
Drawing No.: 11284		Sheet No. 25	

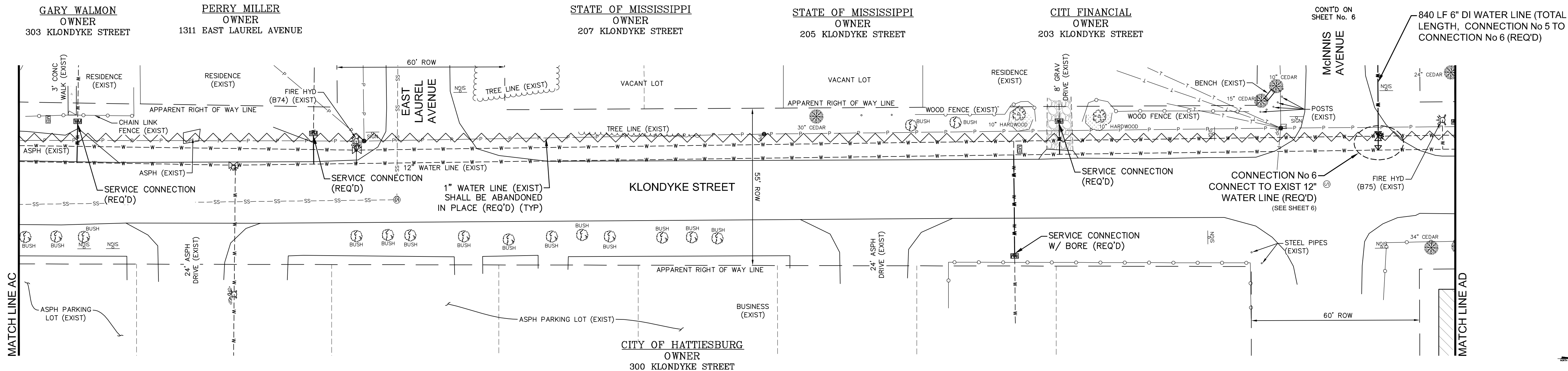


NO.	DATE	DESCRIPTION	BY
SITE PLAN – McSWAIN STREET			
WATER IMPROVEMENTS PROJECT			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	
Date: 11/08/2019		Scale: 1" = 20'	
Drawing No.: 11284		Sheet No. 26	

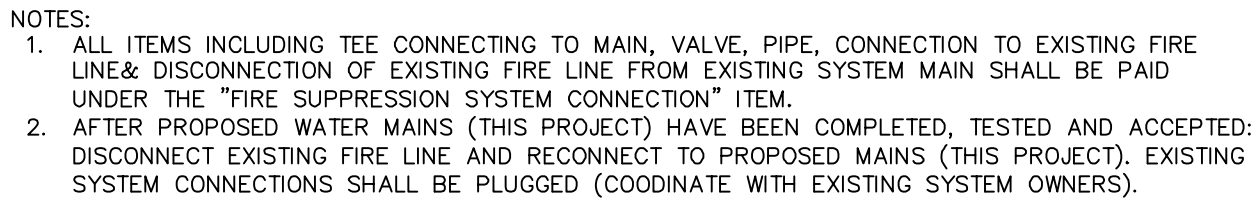
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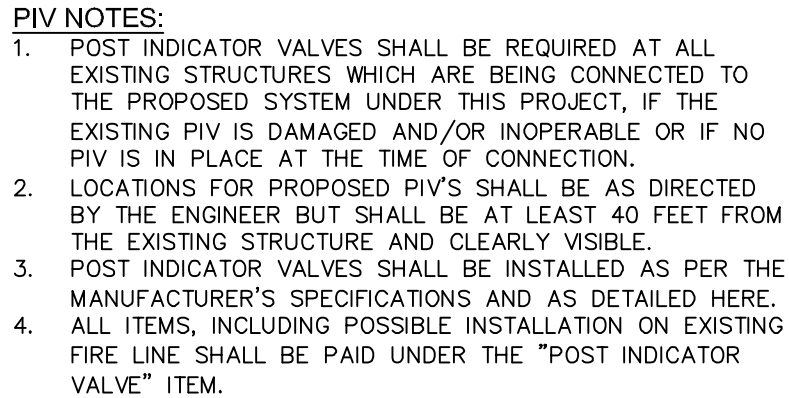
NO.	DATE	DESCRIPTION	BY
SITE PLAN – KLONDYKE STREET			
WATER IMPROVEMENTS PROJECT			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	
Date: 11/08/2019		Scale: 1" = 20'	
Drawing No.: 11284		Sheet No. 27	



NO.	DATE	DESCRIPTION	BY
SITE PLAN – GULFPORT STREET			
WATER IMPROVEMENTS PROJECT			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	
Date: 12/05/2019		Scale: 1" = 20'	
Drawing No.: 11284		Sheet No. <u>29</u>	



(UNPAVED AREA)



(PAVED AREA)



(UNPAVED AREA)

WATER INSTALLATION DETAILS

WATER SYSTEM IMPROVEMENTS
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

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Drawn by: RES/SLS | Checked by: SEM

Date: 11/08/2019 | Scale: NONE

Drawing No : 11275	Sheet No 30
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(LEFT HALF SHOWN, RIGHT HALF SIMILAR)



NOTE:
ALL ITEMS SHOWN IN DETAIL ARE INCLUDED
IN PRESSURE REDUCING VALVE BID ITEM.

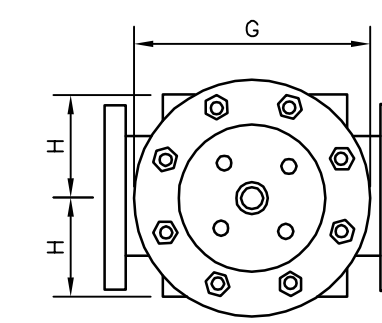
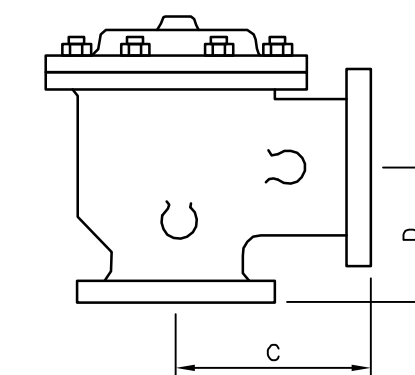


HEAVY DUTY WATERTIGHT COVER & FRAME
V-2115-3 AGS WITH OUT HOLES, WITH GASKET
& BOLTS ONLY

PRESSURE REDUCING VALVE DETAIL



PRESSURE VALVE DIMENSIONS (INCHES)				
DIM	ANSI CLASS	VALVE SIZE (INCHES)		
		3	4	6
A	SE	1 1/4	—	—
	150	10 1/2	13 1/2	17 1/2
	300	11 1/4	14 1/2	18 1/2
B	SE	2 1/2	—	—
	150	3 3/4	4 1/2	5 1/2
	300	4 1/4	5	6 1/4
C	SE	5 3/8	—	—
	150	6	7 1/2	10
	300	6 3/4	7 1/2	10 1/2
D	SE	5 1/2	—	—
	150	4	5 1/4	6
	300	4 3/4	5 1/4	6 1/4
E	ALL	7	8	10
F	ALL	3 1/2	3 1/2	3 1/2
G	ALL	7 1/2	10	14
H	ALL	11	12	13



NO.	DATE	DESCRIPTION	BY

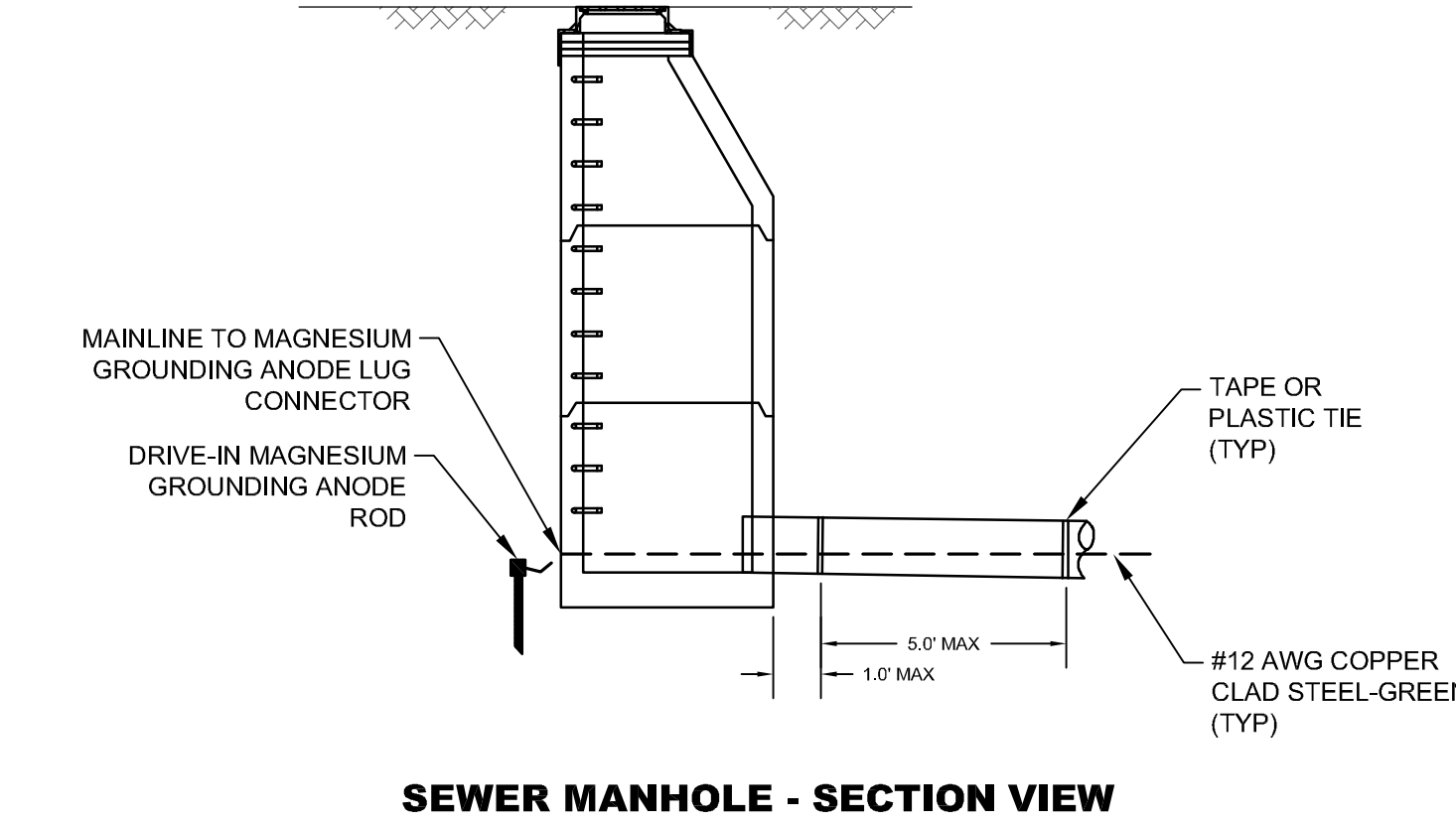
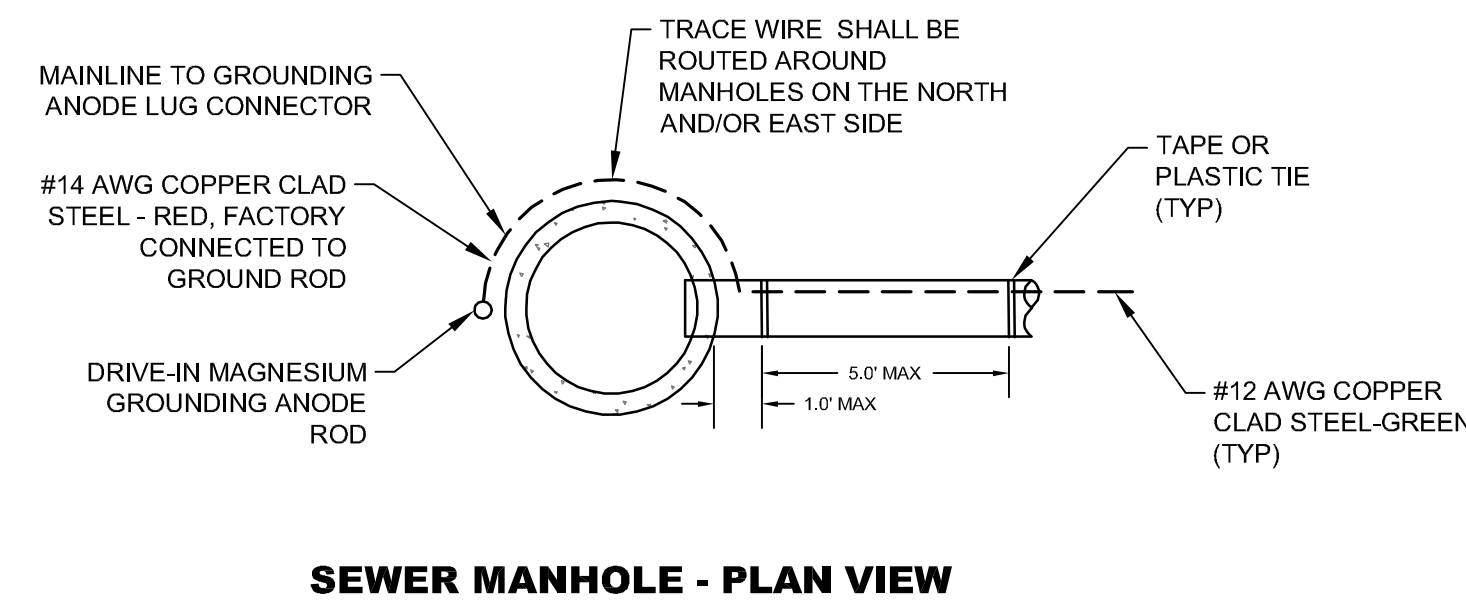
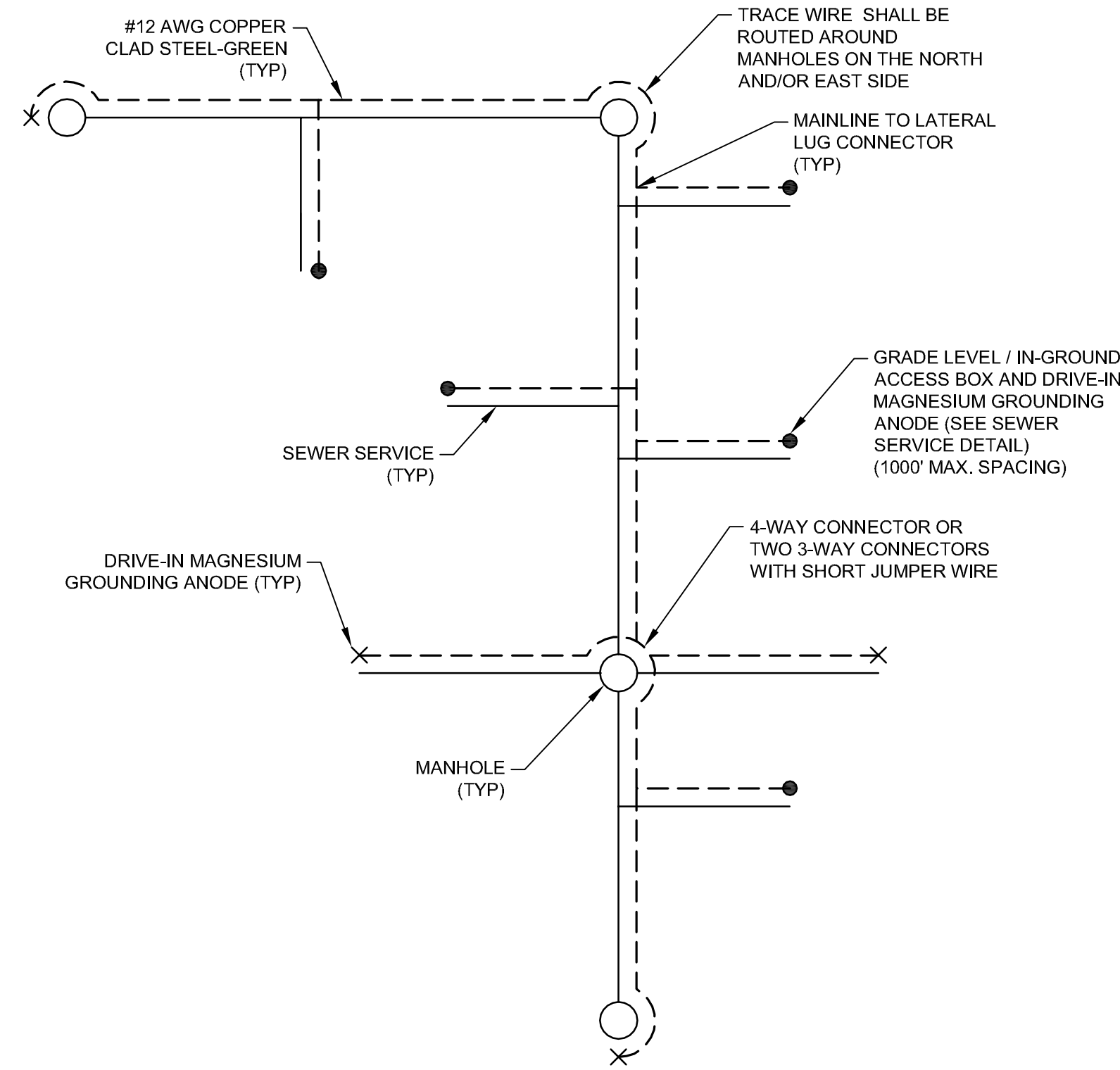
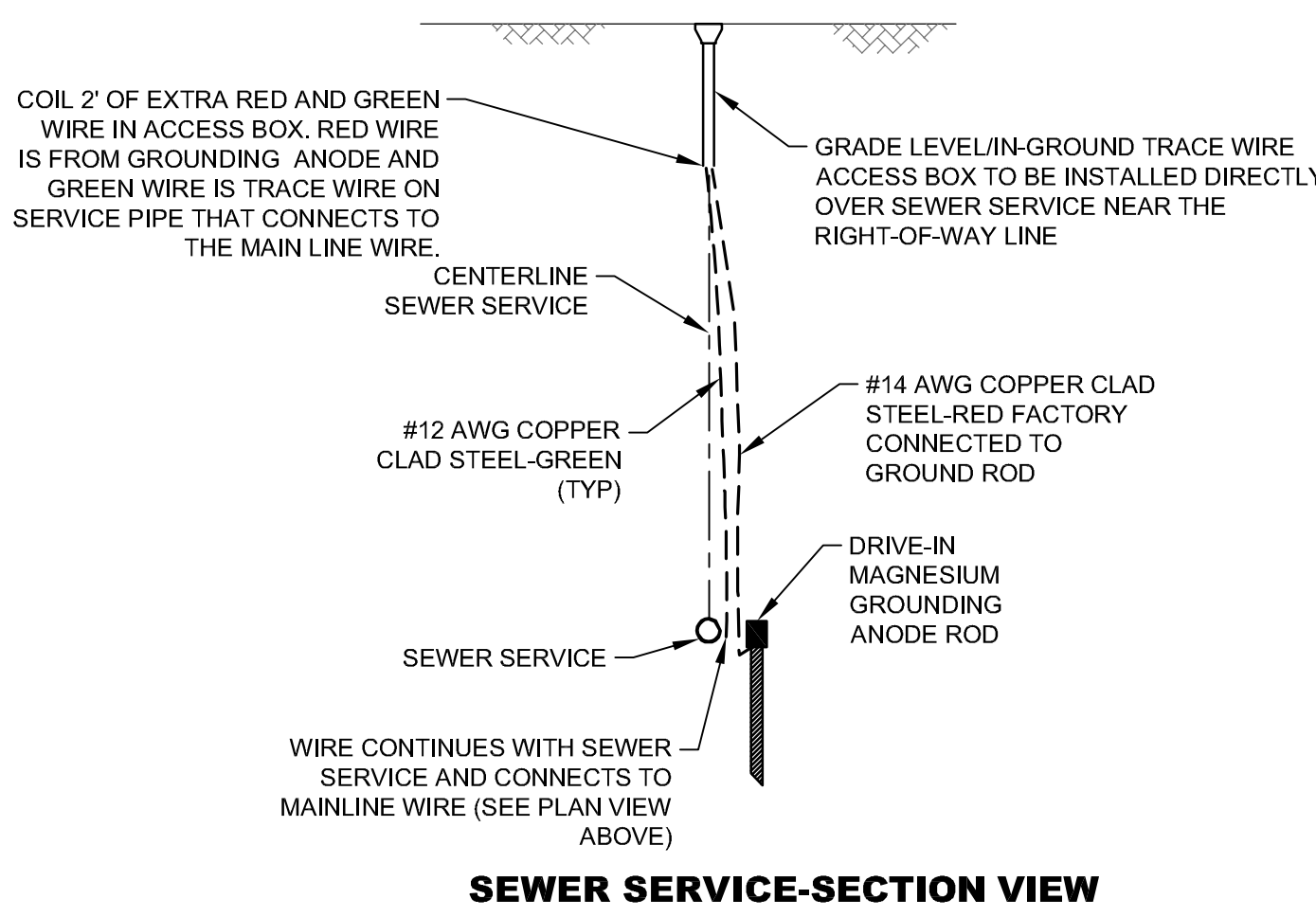
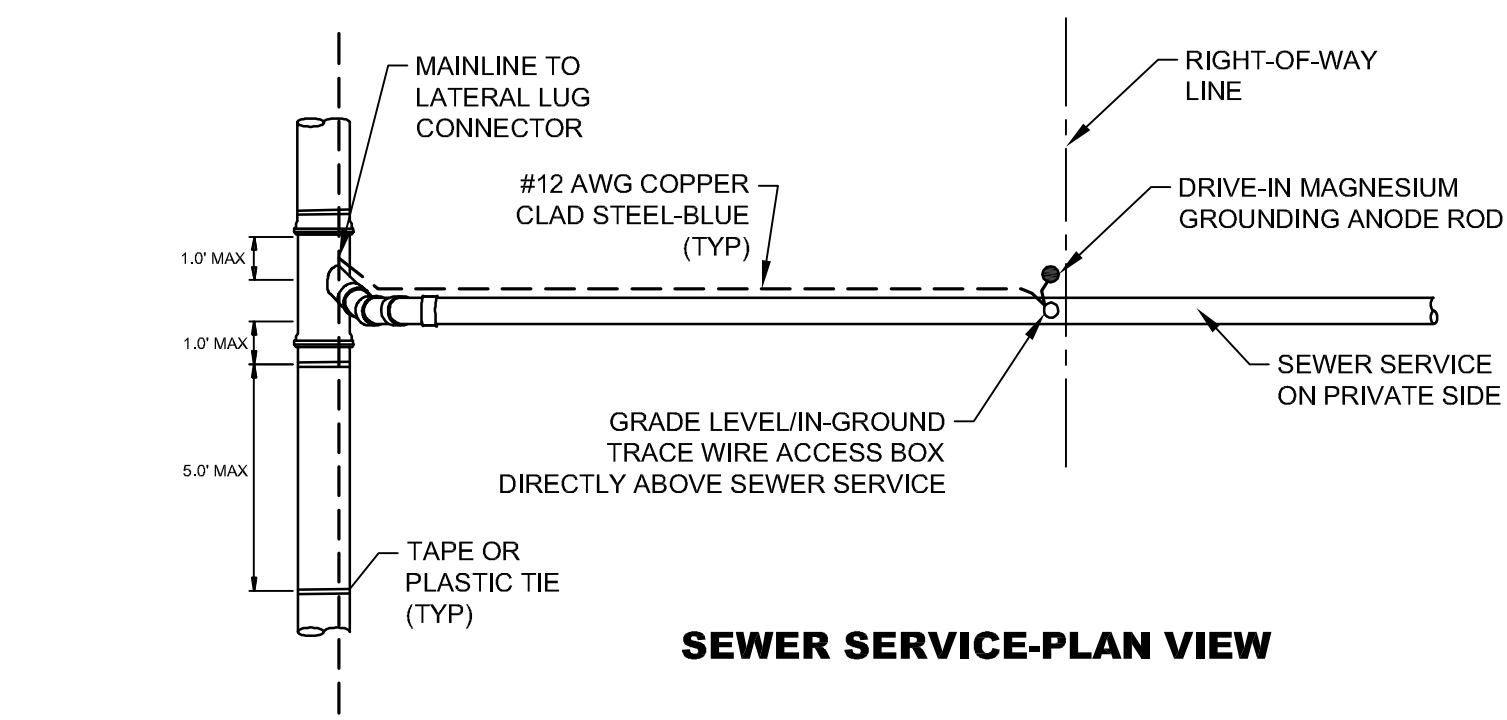
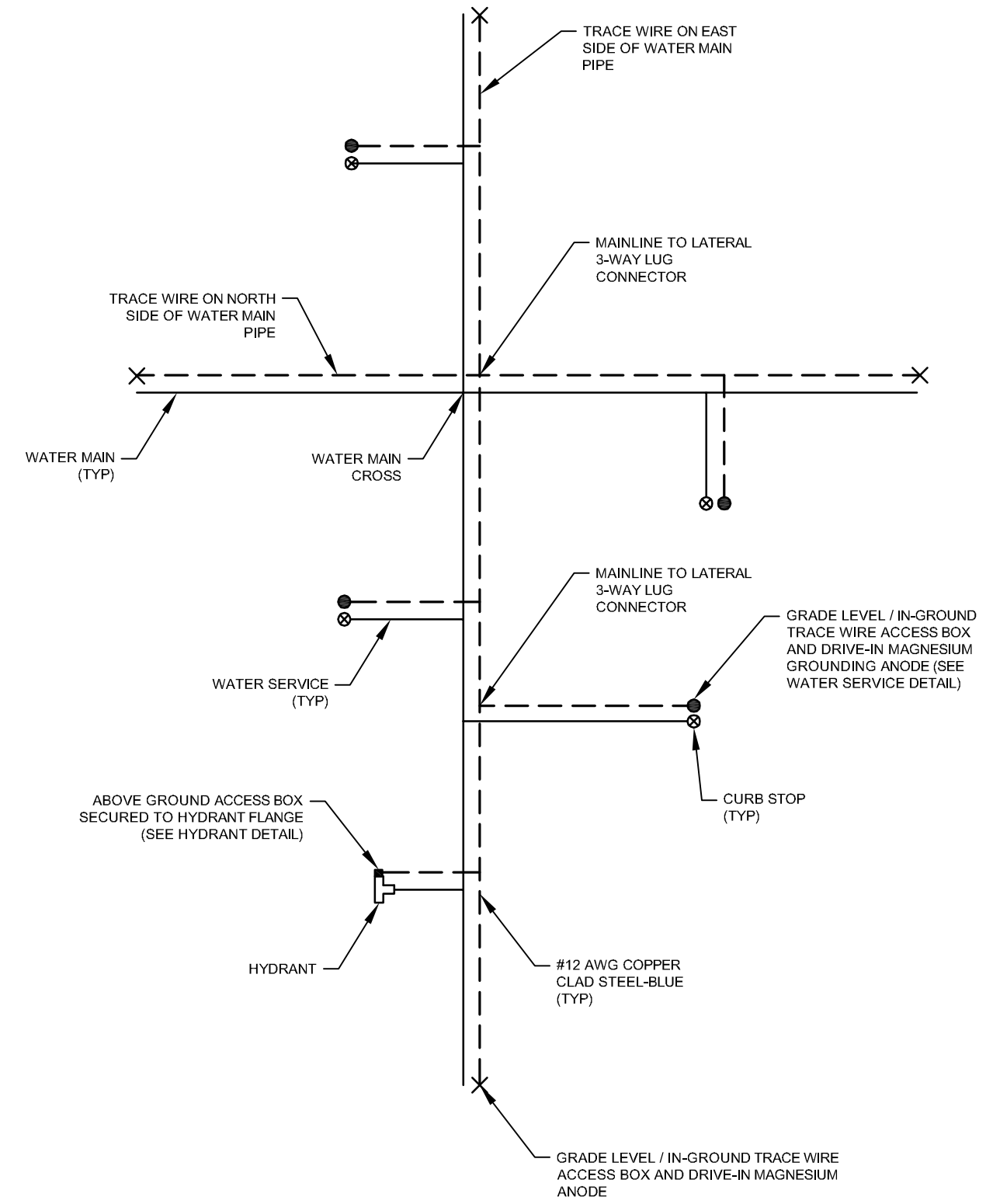
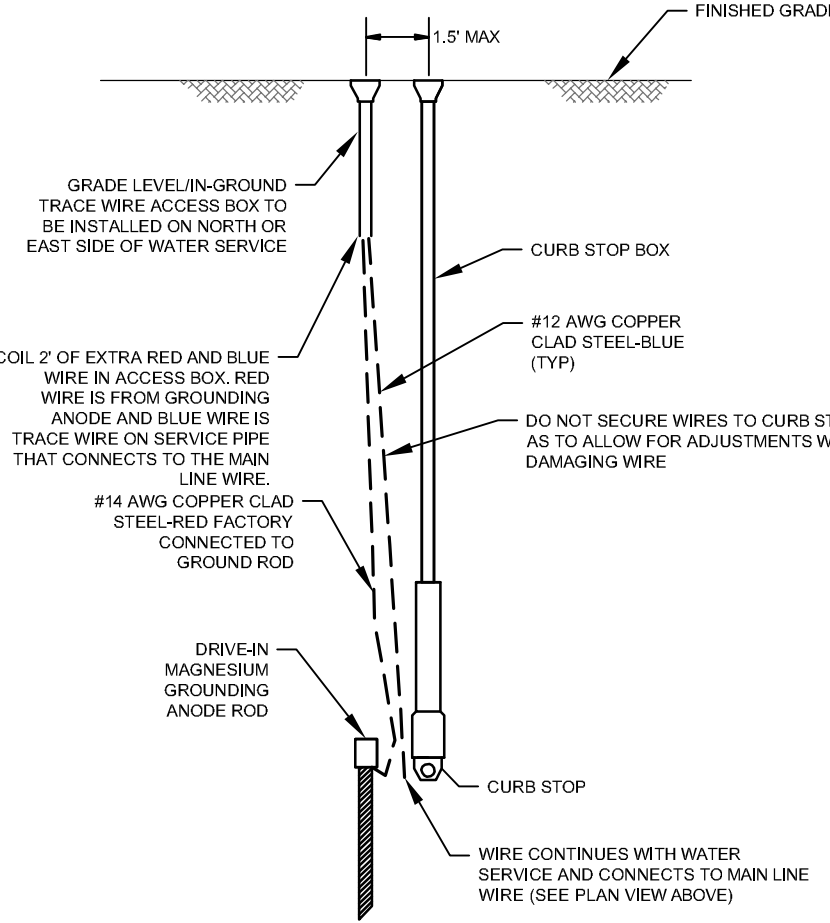
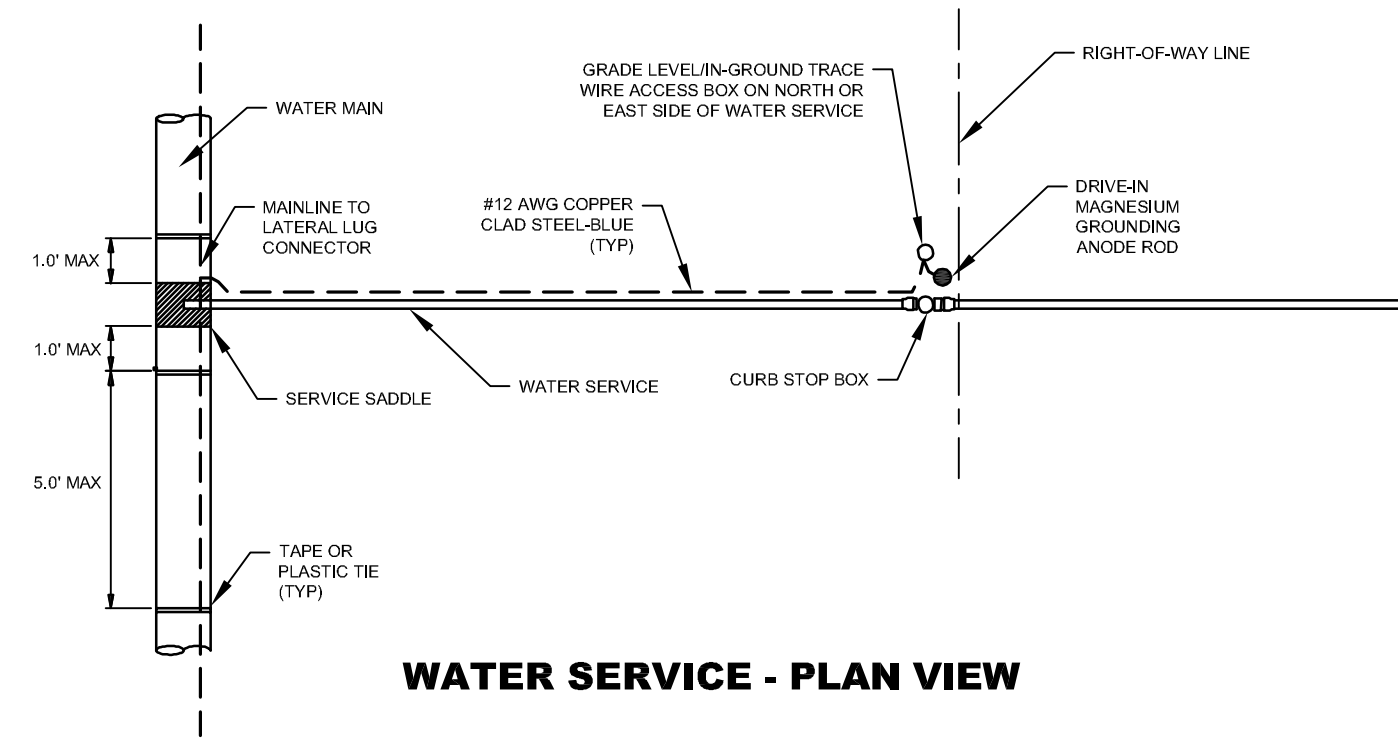
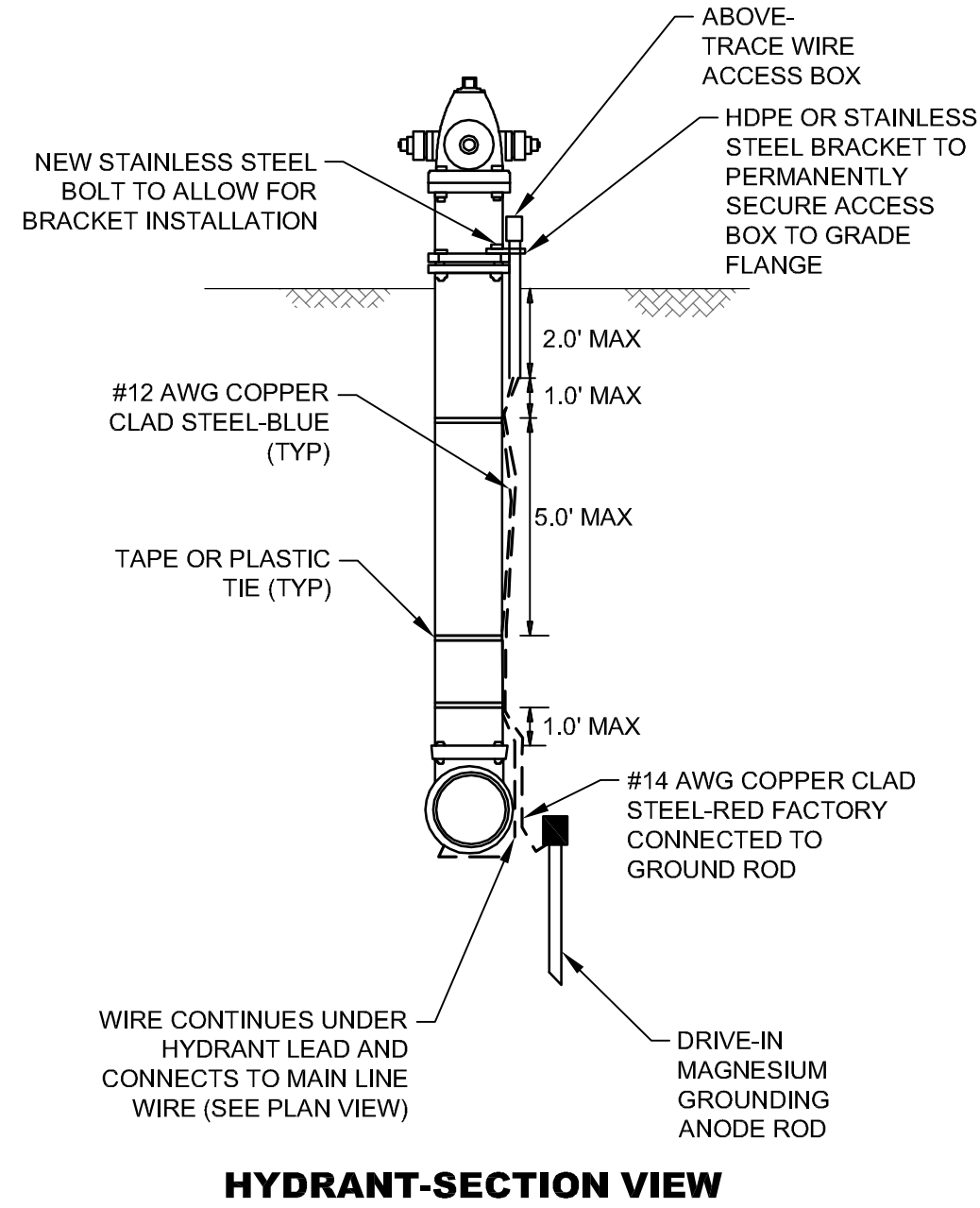
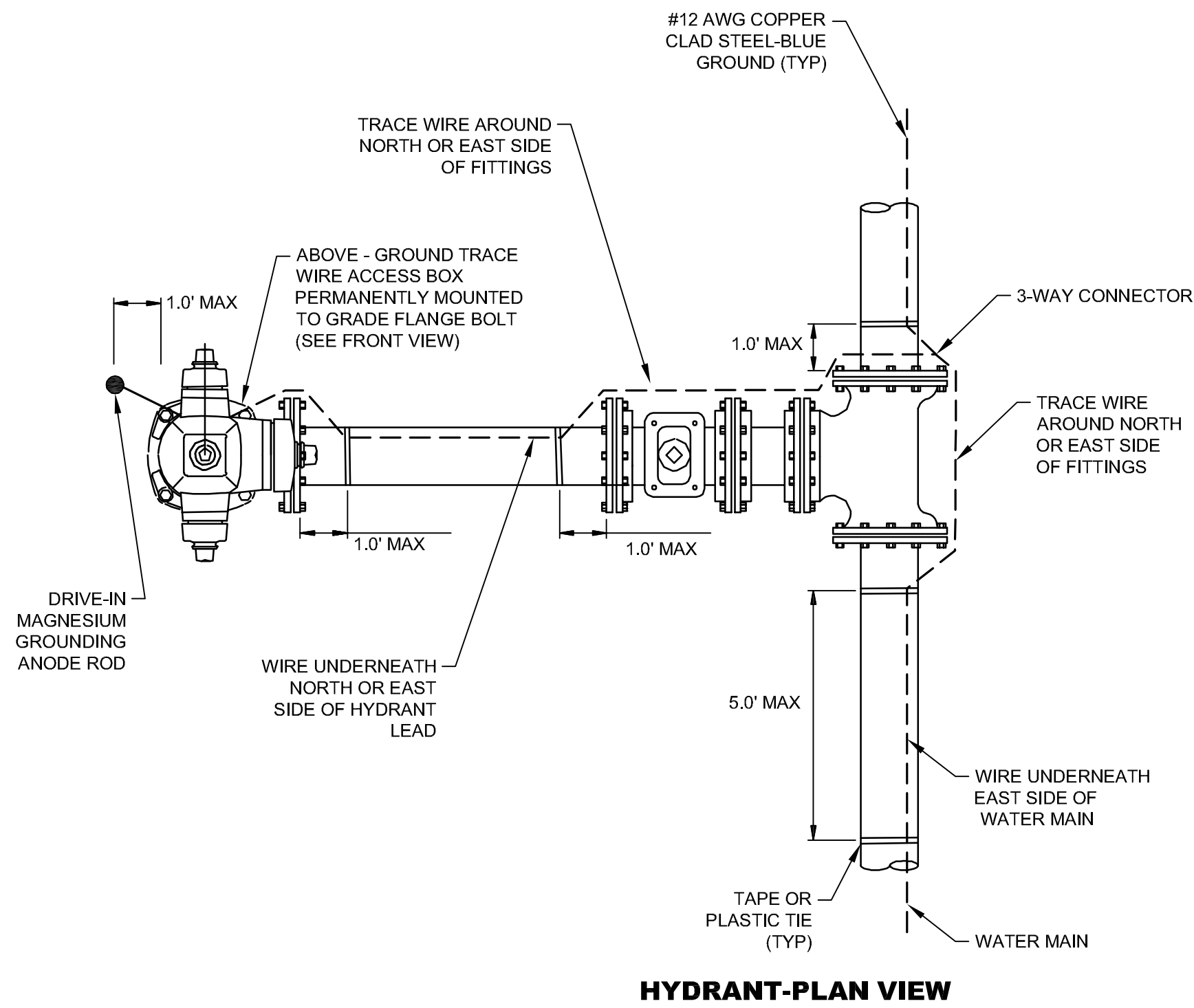
WATER INSTALLATION DETAILS

WATER SYSTEM IMPROVEMENTS
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

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

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Date: 11/08/2019	Scale: NONE
Drawing No.: 11284	Sheet No. 31

G:\PROJECTS\Hattiesburg_City of 1284 - East Jerusalem Area Water Improvements\1284 CAD Files\1284_Tracer_Wire.dwg, 32, 11/18/2019 7:59:29 AM



NOTE:
WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LINE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.

NO.	DATE	DESCRIPTION	BY
TRACER WIRE DETAILS			
WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	
Date: 11/08/2019		Scale: NONE	
Drawing No.: 11275		Sheet No. 32	

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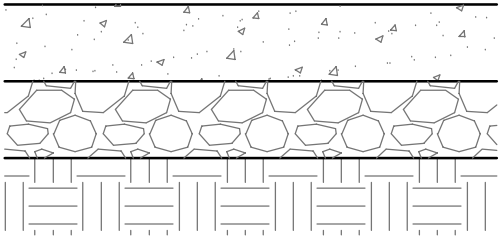
VEGETATION SCHEDULE						
EROSION CONTROL ITEMS		SEASONAL APPLICATIONS - DATES & RATES				REQUIREMENTS
		SPRING & SUMMER		FALL & WINTER		
	ITEMS	RATES	DATES	RATES	DATES	
	TOPSOIL FOR SLOPE TREATMENT (LVM)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THICK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED BY THE ENGINEER DURING CONSTRUCTION
	STANDARD GROUND PREPARATION	PER SQ. FT.	MARCH 1 TO SEPTEMBER 1	PER SQ. FT.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR SEEDING, AS APPLICABLE
	AGRICULTURAL LIMESTONE	3 TONS / ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS / ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
	COMBINATION FERTILIZER (13–13–13)	1000 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
	SUPER PHOSPHATE	0.5 TON / ACRE (EST)	MARCH 1 TO SEPTEMBER 1			SUPER PHOSPHATE (FOR BID ITEM PURPOSES)
	SEEDING (BERMUDA GRASS)	20 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	20 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS. UNHULLED SEED MAY BE REQUIRED DURING THE DORMANT SEASON AS DIRECTED
	SEEDING (TALL FESCUE)			15 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED IN DISTURBED AREAS
	SEEDING (CRIMSON CLOVER)			20 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREA
	VEGETATIVE MATERIAL FOR MULCH	2 TONS / ACRE (EST)	MARCH 1 TO SEPTEMBER 1	2 TONS / ACRE (EST)	SEPTEMBER 1 TO MARCH 1	THE ENGINEER WILL DESIGNATE THE RATES OF APPLICABLE (SEE SUBSECTION 215–03.3)
	SOLID SODDING	PER SQ. YD.	MARCH 1 TO SEPTEMBER 1	PER SQ. YD.	SEPTEMBER 1 TO MARCH 1	SOLID SOD REQUIRED ON AREAS SPECIFIED IN THE CONTRACT OR BY THE ENGINEER
	WATERING	20 GAL / S.Y. (EST)	MARCH 1 TO SEPTEMBER 1	20 GAL. / S.Y. (EST)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED IN THE PLANTING AND ESTABLISHING OF SOLID SOD
	INSECT PEST CONTROL	PER ACRE		PER ACRE		SEE SECTION 220
TEMPORARY EROSION CONTROL ITEMS						
	LIGHT GROUND PREPARATION	PER SQ. YD.		PER SQ. YD.		APPROXIMATELY HALF SQ.YD. STANDARD GROUND PREPARATION
	COMBINATION FERTILIZER (13–13–13)	0.25 TONS/ ACRE		0.25 TONS/ ACRE		QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (BROWN TOP MILLET)	20 LBS / ACRE	APRIL 1 TO AUGUST 31			QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (RYE GRASS)			25 LBS / ACRE	SEPTEMBER 1 TO MARCH 31	QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (OATS)			90 LBS / ACRE	SEPTEMBER 1 TO DECEMBER 15	QUANTITY BASED ON LIGHT GROUND PREPARATION
	VEGETATIVE MATERIAL FOR MULCH	1 TON / ACRE (EST)		1 TON / ACRE (EST)		QUANTITY BASED ON LIGHT GROUND PREPARATION

- ① ALL AREAS THAT HAVE BEEN VEGETATED, UNDER THIS CONTRACT, FOR AT LEAST (60) SIXTY DAYS, SHALL RECEIVE ADDITIONAL APPLICATION(S) OF FERTILIZER(S) OF THE TYPE(S) AND RATE(S) OF APPLICATIONS AS DETERMINED BY SOIL TEST OR AS DIRECTED DURING THE GROWING SEASONS THE CONTRACT IS IN FORCE. GROUND PREPARATION WILL NOT BE REQUIRED FOR THE ADDITIONAL APPLICATIONS.
- ② PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 100% OF THE ACREAGE WILL BE SEEDDED.
- ③ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE WILL BE SEEDDED.
- ④ QUANTITY ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE VEGETATED MAY REQUIRED TREATMENT.
- ⑤ THIS ITEM MAY BE OMITTED ON AREAS SELECTED BY THE ENGINEER.
- ⑥ BAHIAGRASS WILL NOT BE PERMITTED AS A MULCH MATERIAL.
- ⑦ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 75% OF THE ACREAGE SEEDDED MAY REQUIRE TOPSOIL

TEMPORARY EROSION CONTROL ITEMS REQUIRED FOR DETOURS

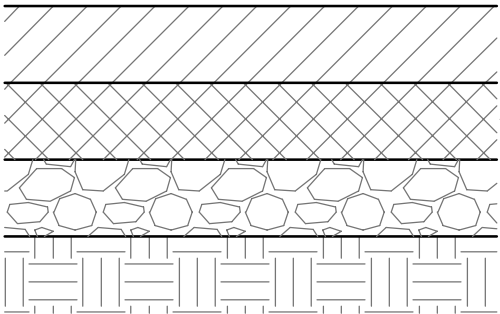
ITEM	RATE	SEASONAL LIMITATIONS
STANDARD GROUND PREPARATION	---	---
COMBINATION FERTILIZER (13-13-13)	500 LBS/ACRE	---
SEEDING (BERMUDA GRASS)	10 LBS/ACRE	---
SEEDING (TALL FESCUE)	20 LBS/ACRE	AUGUST 15 TO MARCH 15
VEGETATIVE MATERIAL FOR MULCH	2 LBS/ACRE	---

NOTE: ALL VEGETATION ON THIS PROJECT SHALL BE PAID FOR UNDER AS OUTLINED IN THE BID PROPOSAL. ITEMS SHALL BE APPLIED USING THE RATES OF APPLICATION AS SHOWN ON THIS SHEET AND WILL NOT BE MEASURED FOR SEPARATE PAYMENT.



- TEMPORARY: 6" CRUSHED AGGREGATE (SIZE 610) (REMOVE PRIOR TO PAVING)
- PERMANENT: 6" 3000 PSI CONCRETE W/ FIBER GLASS REINFORCEMENT
- 6" CRUSHED AGGREGATE (SIZE 610) COMPACTED TO 95%
- EXISTING SUBGRADE AND/OR FILL MATERIAL COMPACTED TO 95%

TYPICAL CONCRETE PAVEMENT REPAIR



- PERMANENT: 1 1/2" HOT MIX ASPHALT, 9.5 mm, ST OVERLAY
- TEMPORARY: 2" CRUSHED AGGREGATE (SIZE 610) (REMOVED PRIOR TO PAVING)
- PERMANENT: 2" HOT MIX ASPHALT, 19 mm, ST
- 6" CRUSHED AGGREGATE (SIZE 610) COMPACTED TO 95%
- EXISTING SUBGRADE AND/OR FILL MATERIAL COMPACTED TO 95%

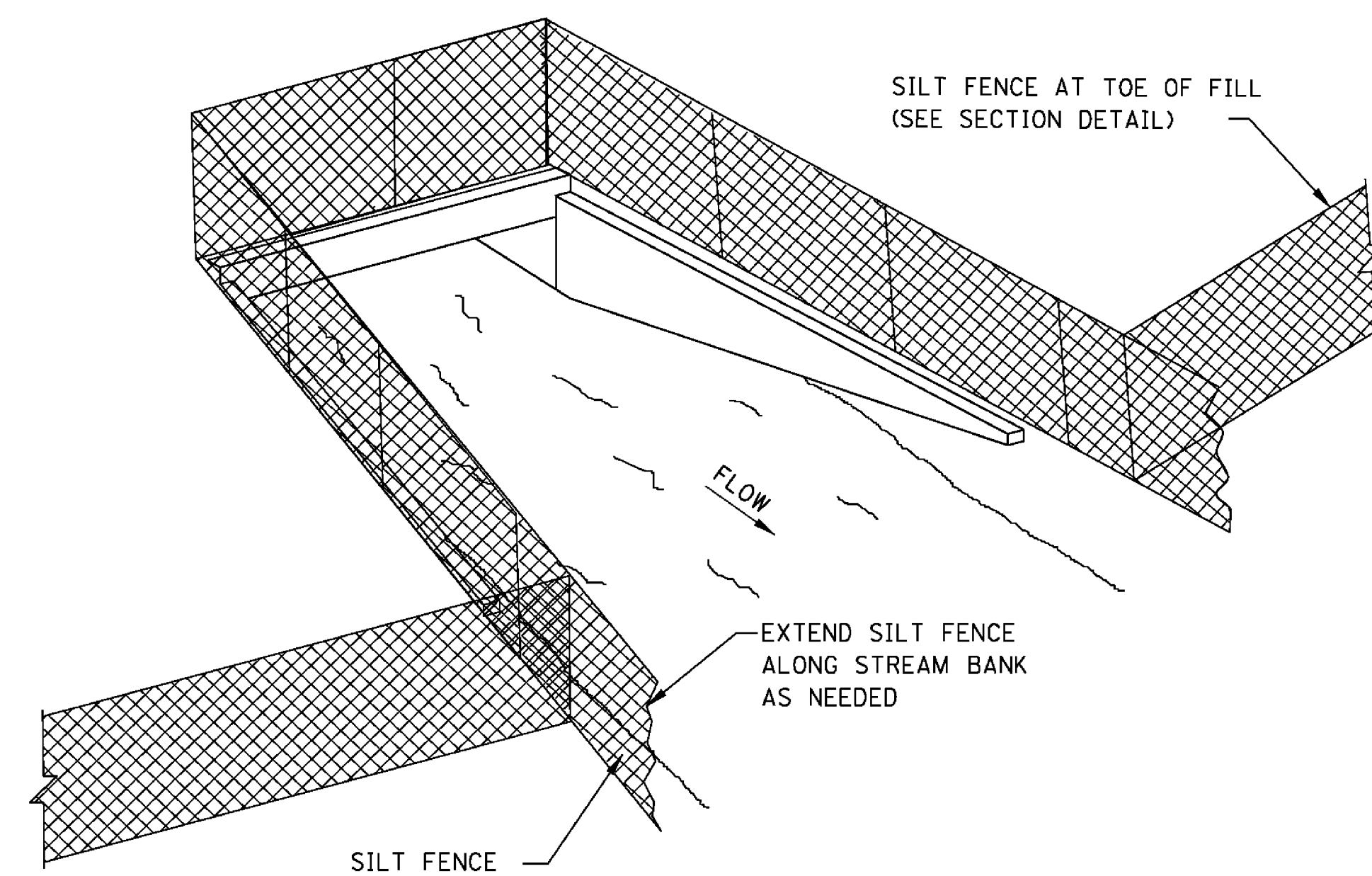
TYPICAL ASPHALT PAVEMENT REPAIR

PAVEMENT REPAIR NOTES:

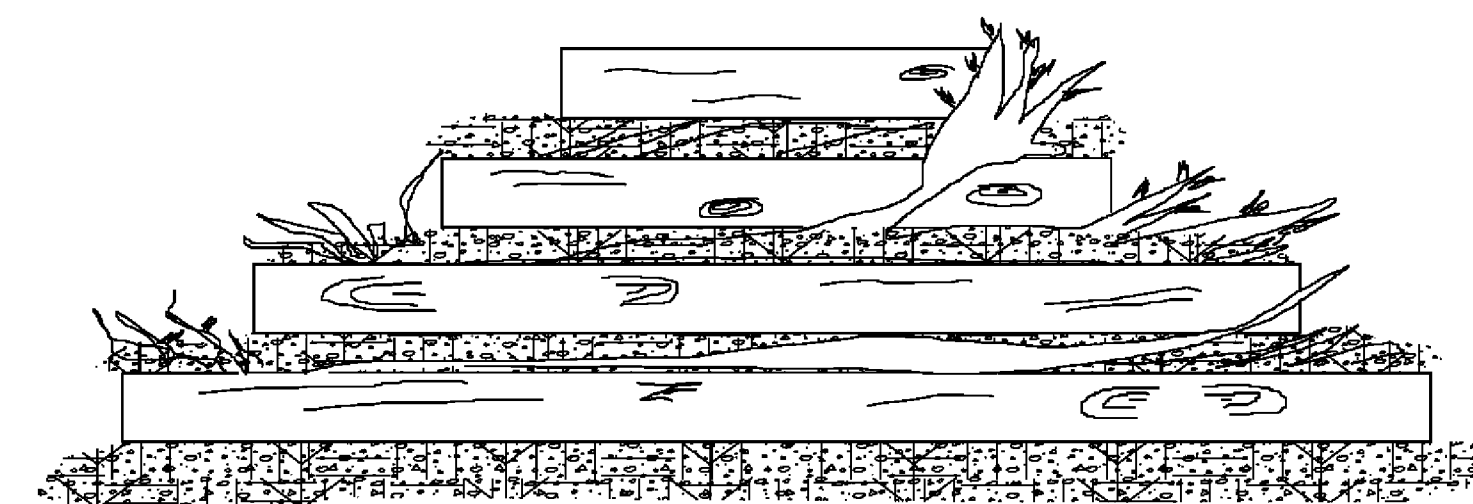
1. TEMPORARY CRUSHED AGGREGATE REMOVED DURING PAVING SHALL BECOME THE PROPERTY OF THE CONTRACTOR.
2. TRENCHES SHALL HAVE A TEMPORARY SURFACE OF CRUSHED AGGREGATE (SIZE 610) TEMPORARY SURFACE INSTALLED FOR A PERIOD OF TIME TO BE DETERMINED BY THE ENGINEER AND REMOVED PRIOR TO PAVING (NO SEPARATE PAY)

NO.	DATE	DESCRIPTION	BY
VEGETATION SCHEDULE & PAVEMENT REPAIR DETAILS			
WATER SYSTEM IMPROVEMENTS CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	
Date: 11/08/2019		Scale: NONE	
Drawing No.: 11284		Sheet No. 33	

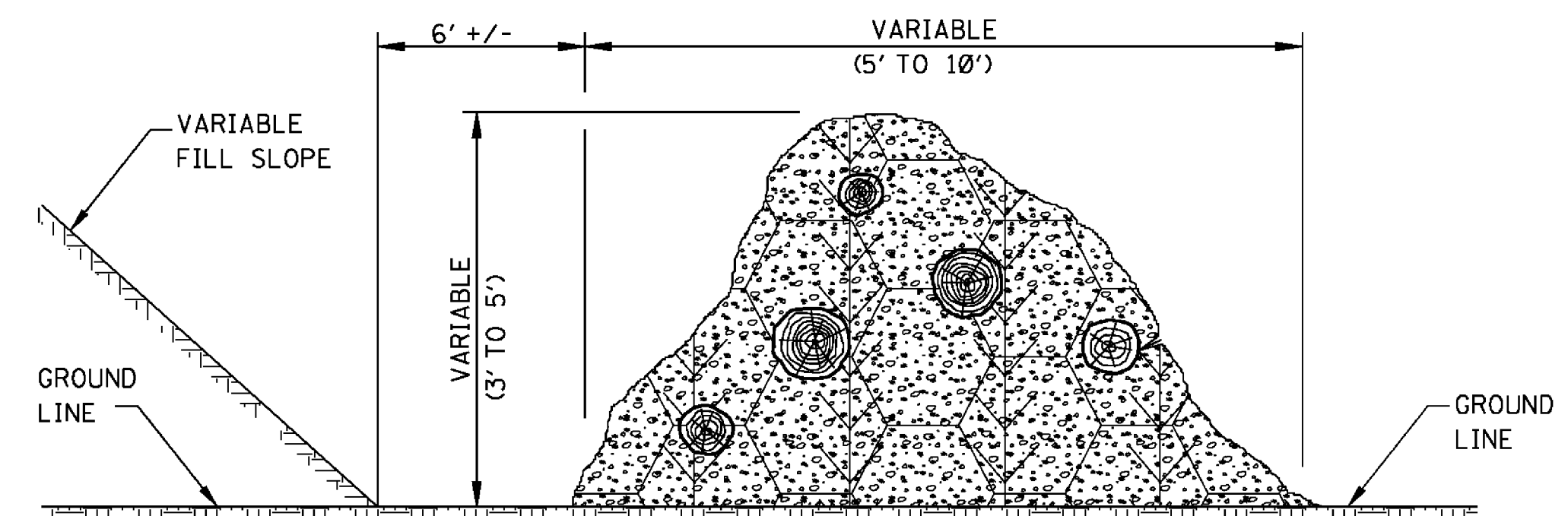
STATE	PROJECT NO.
MISS.	



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



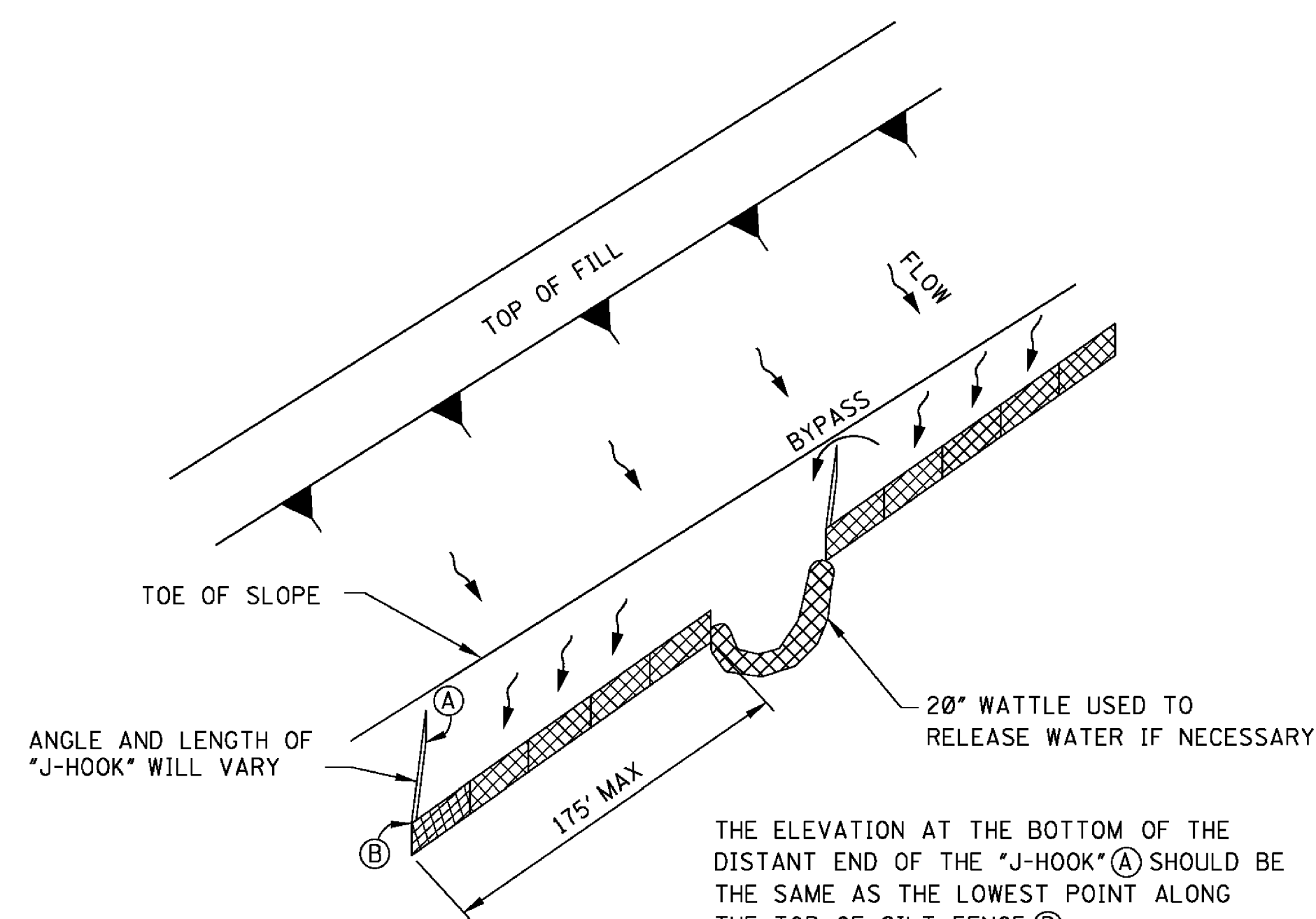
SIDE ELEVATION

TEMPORARY BRUSH BARRIER

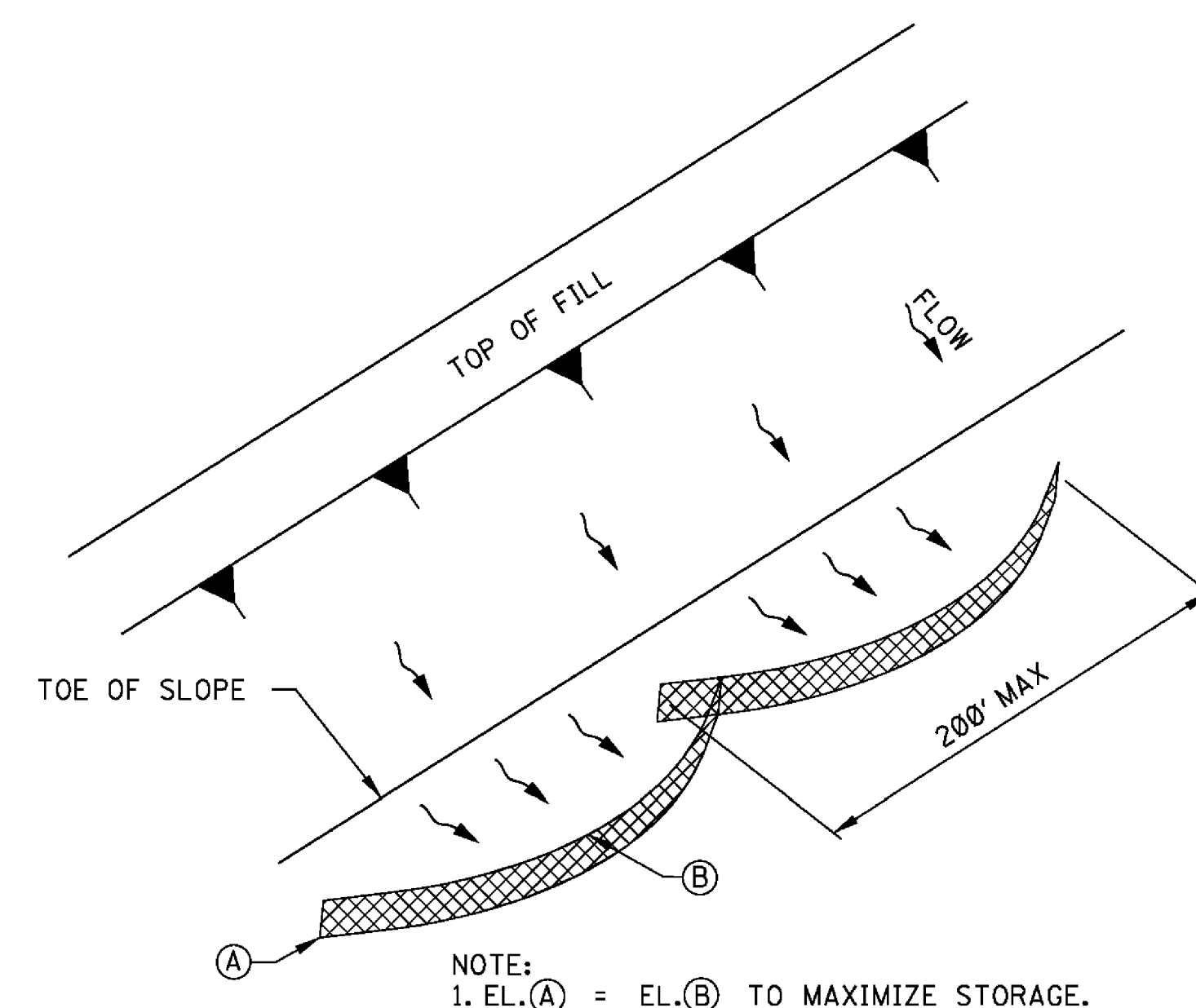
NOTES:

1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TO TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC. THE COST OF FABRIC TO BE INCLUDED IN OTHER ITEMS BID.
5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

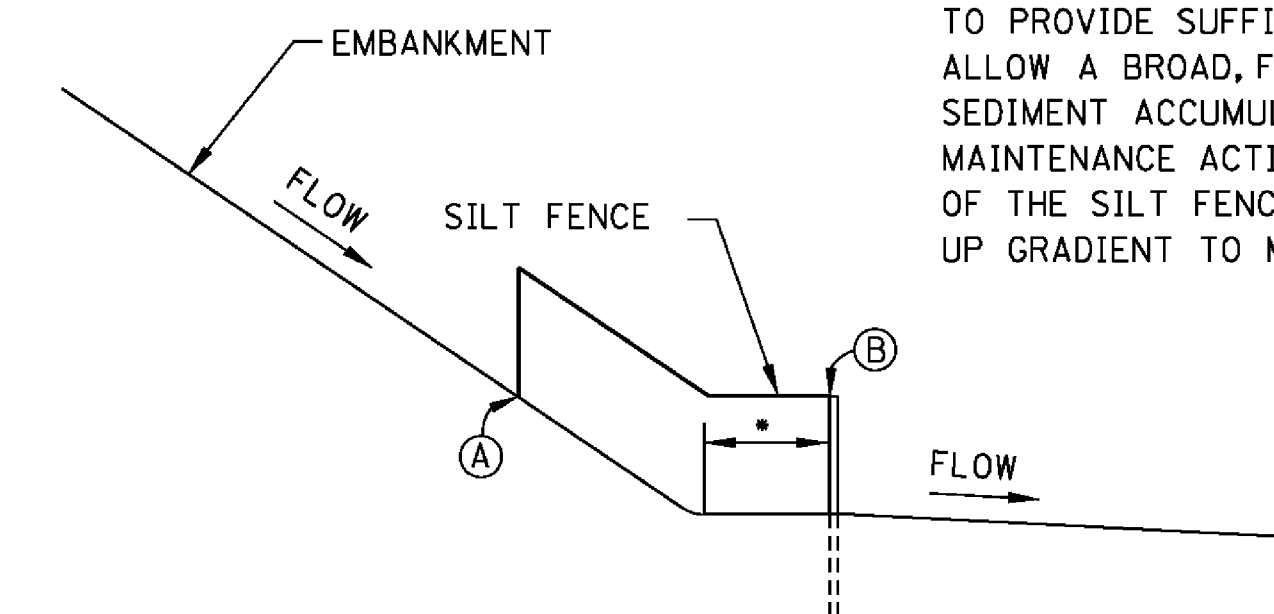
NOTE: ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON WK. NO. ECD-3



"J-HOOK" SILT FENCE APPLICATION



"SMILE-CONFIGURATION" SILT FENCE APPLICATION



**SILT FENCE SECTION AT
TOE OF FILL**

- SILT FENCE SHOULD BE LOCATED AWAY FROM THE TOE OF THE SLOPE TO PROVIDE SUFFICIENT SPACE TO ALLOW A BROAD, FLAT AREA FOR SEDIMENT ACCUMULATION AND MAINTENANCE ACTIVITIES. THE ENDS OF THE SILT FENCE SHOULD BE TURNED UP GRADIENT TO MAXIMIZE STORAGE.

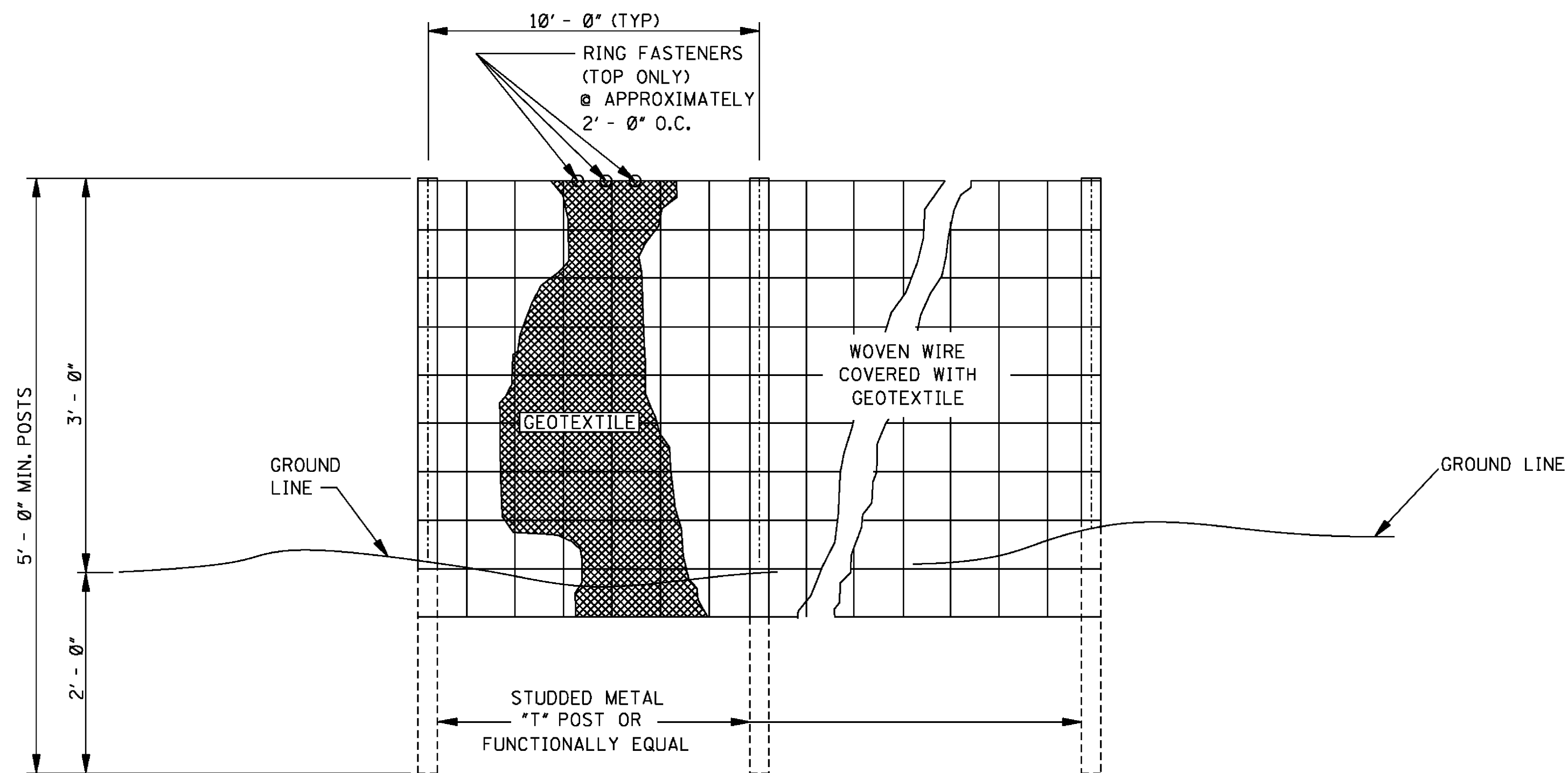
					BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
					REVISION	<i>DETAILS OF SEDIMENT BARRIER APPLICATIONS</i>
					DATE	ISSUE DATE: AUGUST 01, 2017



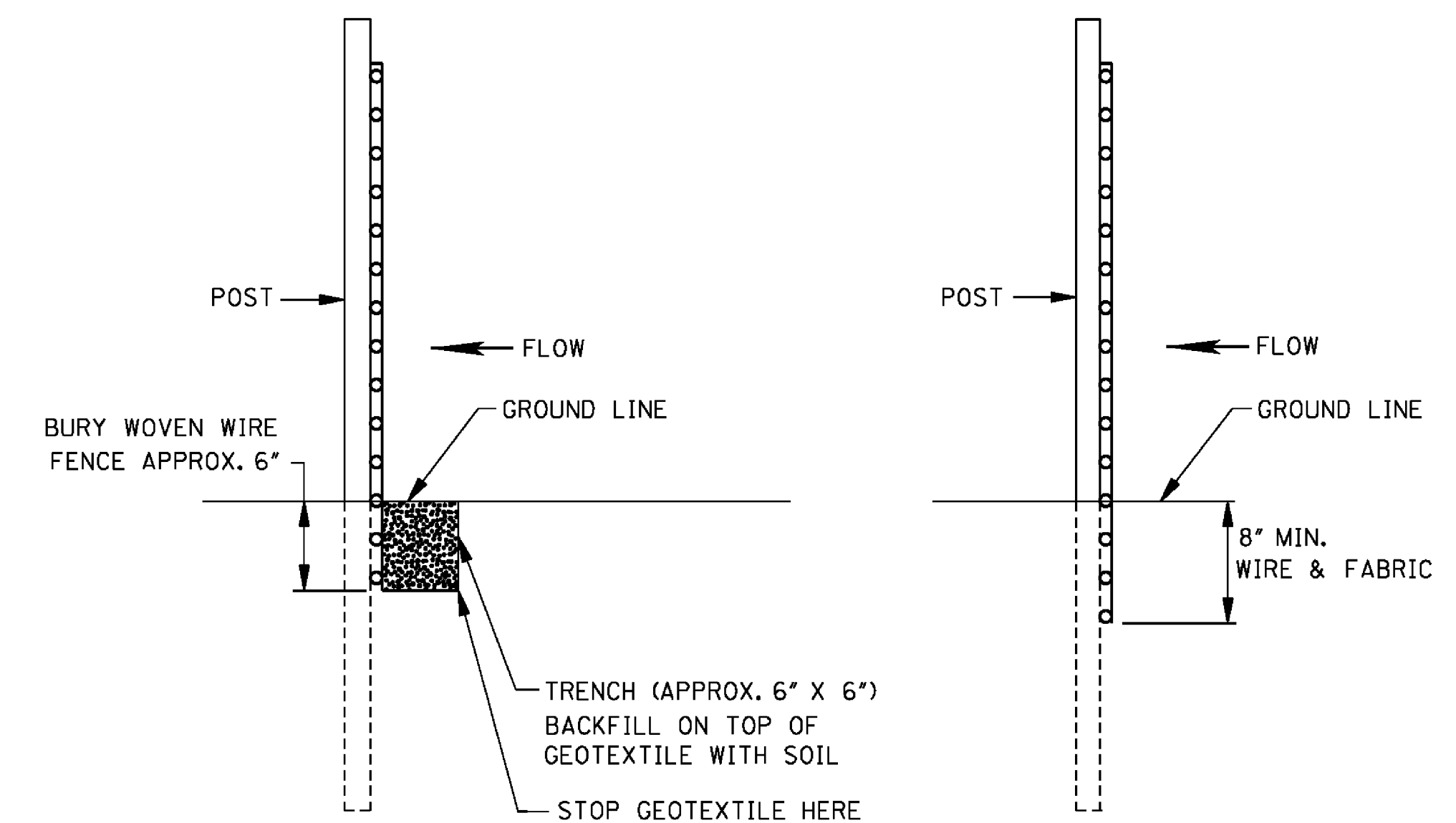
WORKING NUMBER
ECD-2

SHEET NUMBER
6102

STATE	PROJECT NO.
MISS.	



ELEVATION VIEW

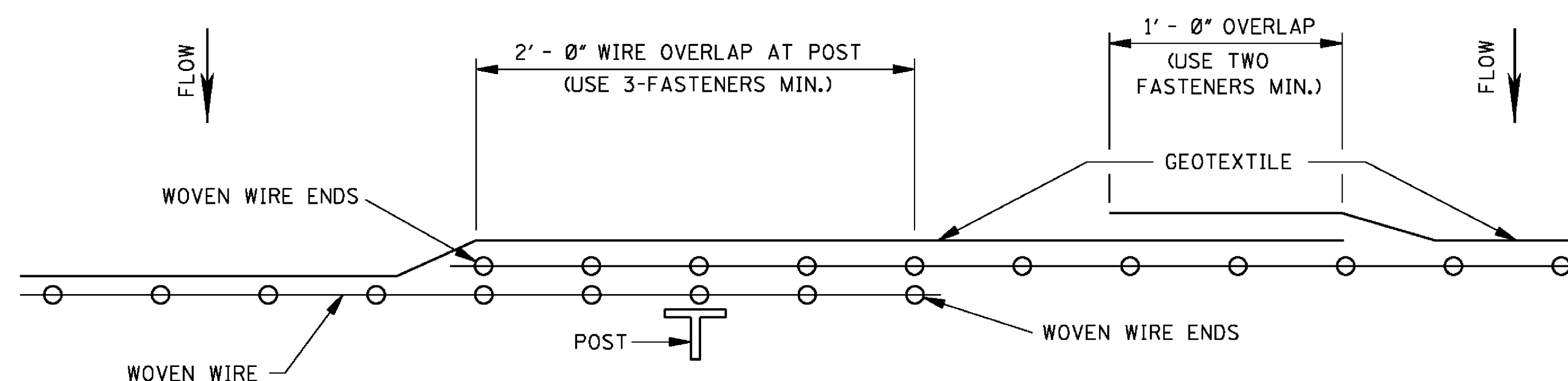


METHOD 1

METHOD II

MECHANICAL INSTALLATION

SIDE VIEW



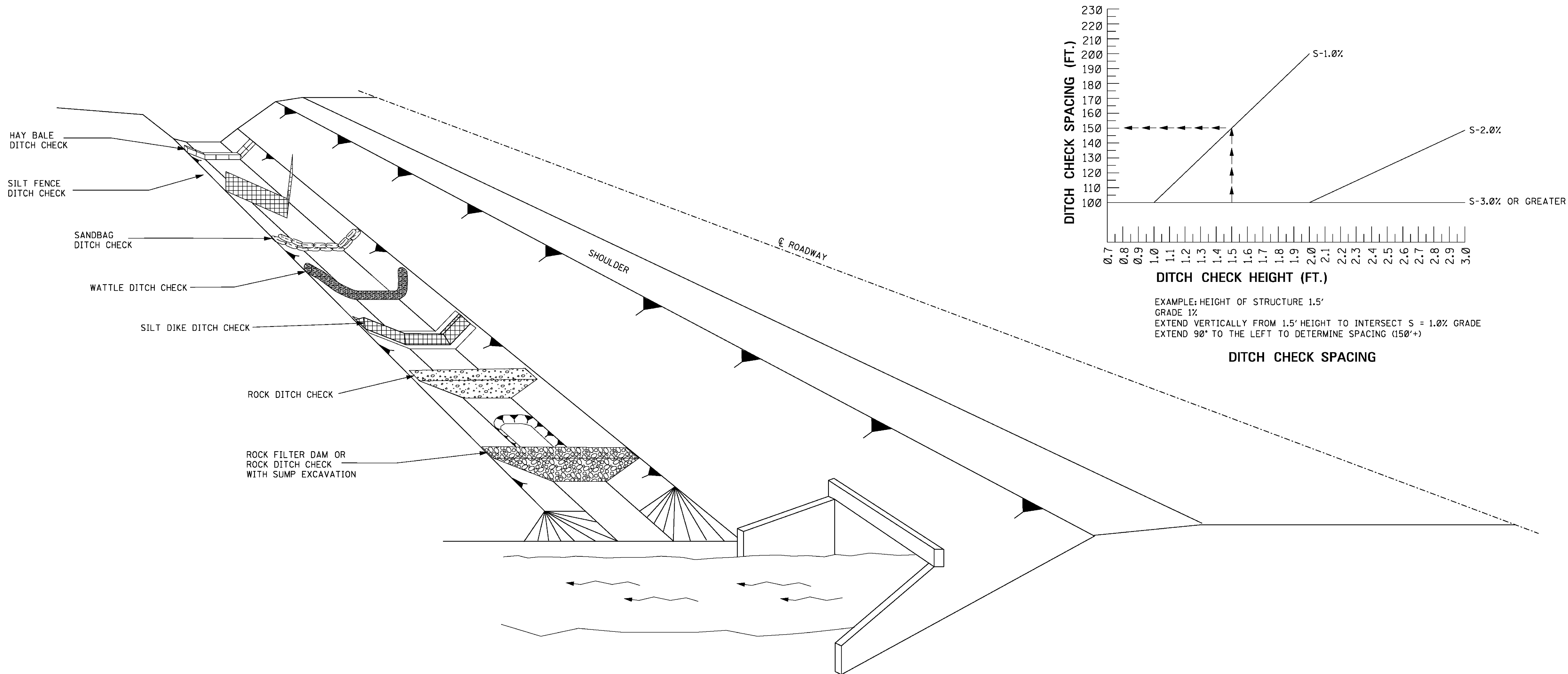
PLAN VIEW

REQUIRED LAPPING

- GENERAL NOTES:

1. SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
7. WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.

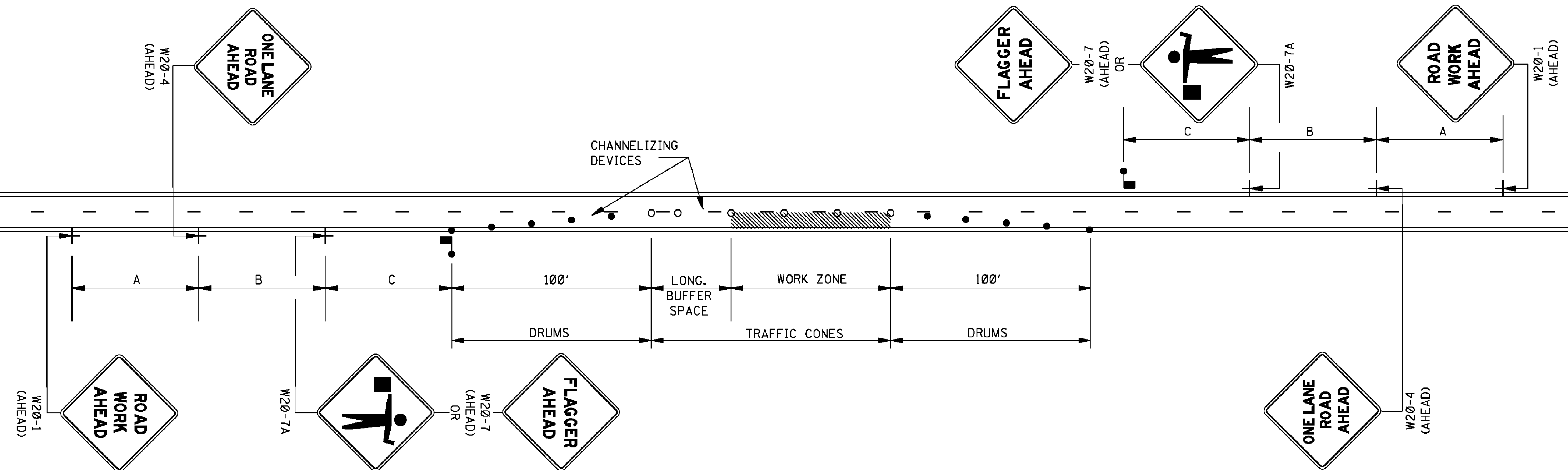
[illegible]



GENERAL NOTES:

1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE, ECONOMY AND SAFETY.
3. DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT BEGINNING WHEN SEDIMENT ACCUMULATION REACHES $\frac{1}{3}$ THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN $\frac{1}{2}$ THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
4. HAY BALES SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
5. SILT FENCE DITCH CHECKS SHOULD BE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILT FENCE DITCH CHECKS SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
6. SANDBAG DITCH CHECKS SHOULD BE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCK BOTTOMS.
7. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
8. SILT DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED. AS CONSTRUCTION PROGRESSES.
9. ROCK DITCH CHECKS WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHOULD BE LIMITED TO 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10. DITCH CHECKS, IN NO CASE, SHALL BE PLACED IN LIVE STREAMS.
11. CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

					BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
					REVISION	DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS
					DATE	ISSUE DATE: AUGUST 01, 2017
						WORKING NUMBER ECD-4 SHEET NUMBER 6104



LEGEND

- FLAGGER
- RETROREFLECTIVE FREE-STANDING PLASTIC DRUMS
- TRAFFIC CONES (28" HEIGHT MINIMUM)

GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE. FLAGGER STATIONS SHALL BE LOCATED SUCH THAT APPROACHING VEHICLES WILL HAVE SUFFICIENT DISTANCE TO STOP. VALUES IN STOPPING SIGHT DISTANCE COLUMN MAY BE USED AS A MINIMUM FOR THIS DISTANCE.

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		LONGITUDINAL [†] BUFFER SPACE (ft)	STOPPING SIGHT DISTANCE
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
25	20	50	55	155
30	20	60	85	200
35	20	70	120	250
40	20	80	170	305
45	20	90	220	360
50	20	100	280	425
55	20	110	335	495
60	20	120	415	570
65	20	130	485	645

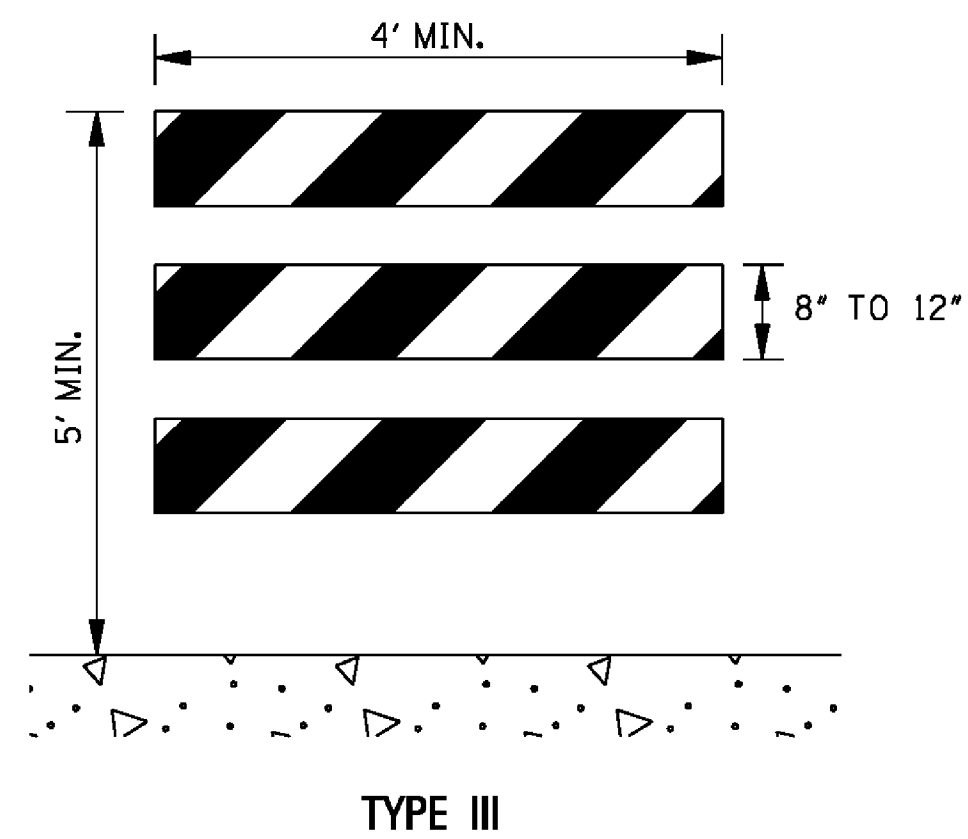
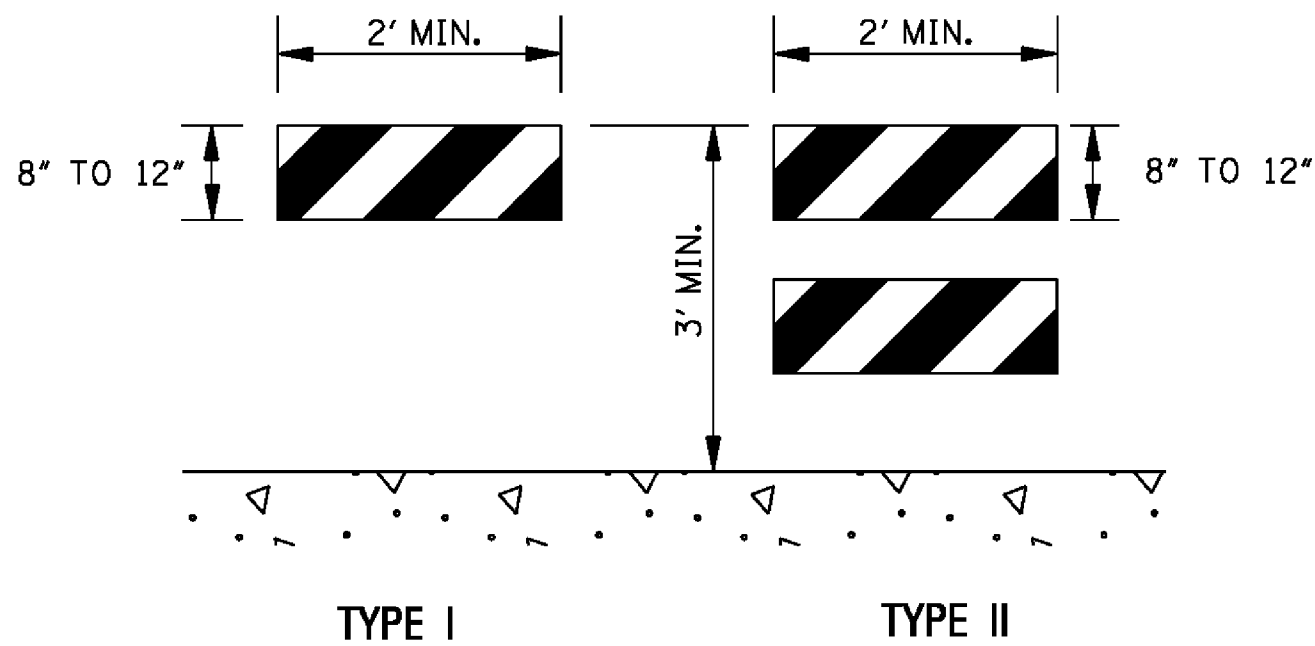
† NOTE: BUFFER SPACE MAY BE ADJUSTED AS NEEDED ACCORDING TO ROADWAY GEOMETRY TO MEET SIGHT DISTANCE REQUIREMENTS, AS DIRECTED BY THE ENGINEER.

2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 28" IN HEIGHT.
3. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" x 36" AND BLACK COPY ON FLUORESCENT ORANGE SHEETING.
4. WHEN WORK ZONE IS NO LONGER NEEDED, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
5. ADDITIONAL FLAGGERS MAY BE NEEDED AS DIRECTED BY THE ENGINEER.
6. WHEN WORK IS REQUIRED AT NIGHT, FLAGGER STATIONS SHALL BE ILLUMINATED.
7. CHANNELIZING DEVICE TYPES FOR:
 - A. APPROACH AND EXIT TAPERS- RETROREFLECTIVE PLASTIC DRUMS
 - B. ALONG LANE LINE AND WORK ZONE- TRAFFIC CONES (28" HEIGHT)
8. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

DISTANCE BETWEEN SIGNS

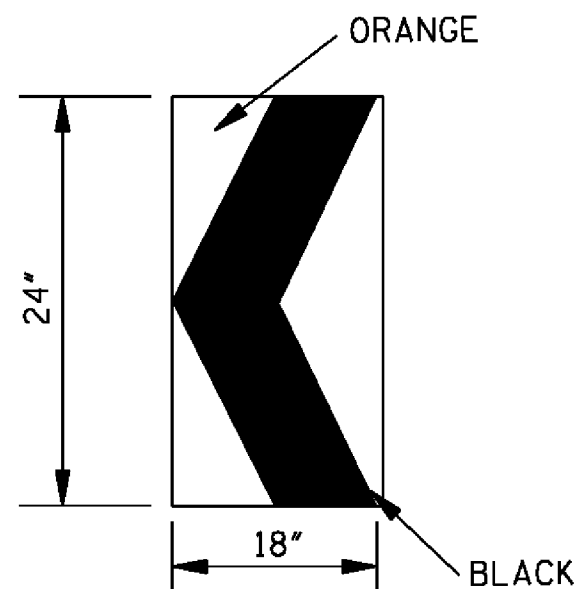
ROAD TYPE	A	B	C
URBAN (35 MPH OR LESS)	100 FT.	100 FT.	100 FT.
URBAN (40 - 70 MPH)	350 FT.	350 FT.	350 FT.
RURAL	500 FT.	500 FT.	500 FT.
EXPRESSWAY / FREEWAY	1000 FT.	1500 FT.	2640 FT.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	TRAFFIC CONTROL PLAN WITH FLAGGER (ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)
				DATE	 WORKING NUMBER TCP-1 SHEET NUMBER 6351
				ISSUE DATE:	AUGUST 01, 2017



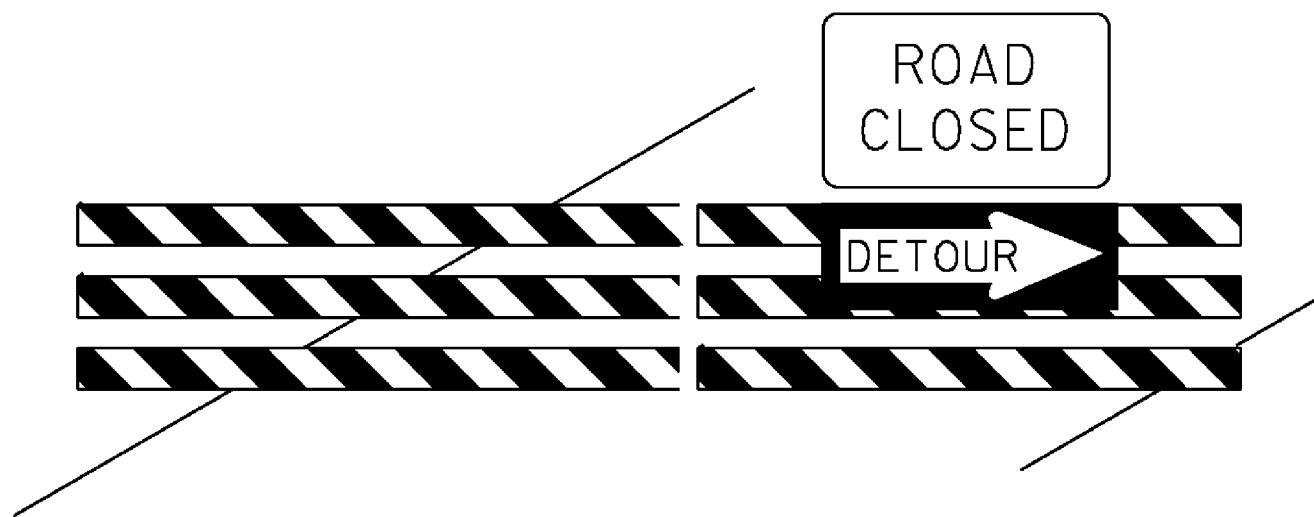
STANDARD BARRICADES

1. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
2. RAIL STRIPE SHOULD BE 6 INCHES, EXCEPT THAT 4-INCH WIDE STRIPES MAY BE USED IF RAIL LENGTHS ARE LESS THAN 36 INCHES.
3. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
4. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.
5. BARRICADES ARE CLASSIFIED BY FHWA AS CATEGORY II WORK ZONE DEVICES WHICH REQUIRE CRASHWORTHINESS ACCEPTANCE LETTERS. TO DATE, 2-IN. THICK TIMBER RAILS HAVE NOT BEEN SUCCESSFULLY CRASH TESTED. A LIST OF CRASHWORTHY BARRICADES AND OTHER CATAGORY II DEVICES CAN BE FOUND ON FHWA'S WEBSITE:
http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/cat2.cfm



CHEVRON SIGN
DETAIL

1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON CRASHWORTHY SUPPORT.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHOULD BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.



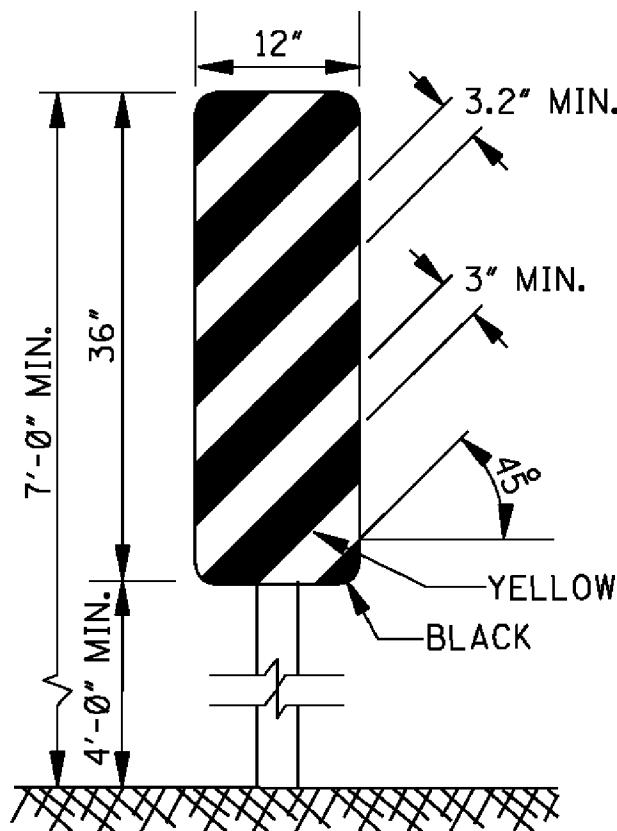
BARRICADE CLOSING A ROAD

BARRICADE CHARACTERISTICS

	I	II	III
WIDTH OF RAIL * *	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL* * *	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF RETROREFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS

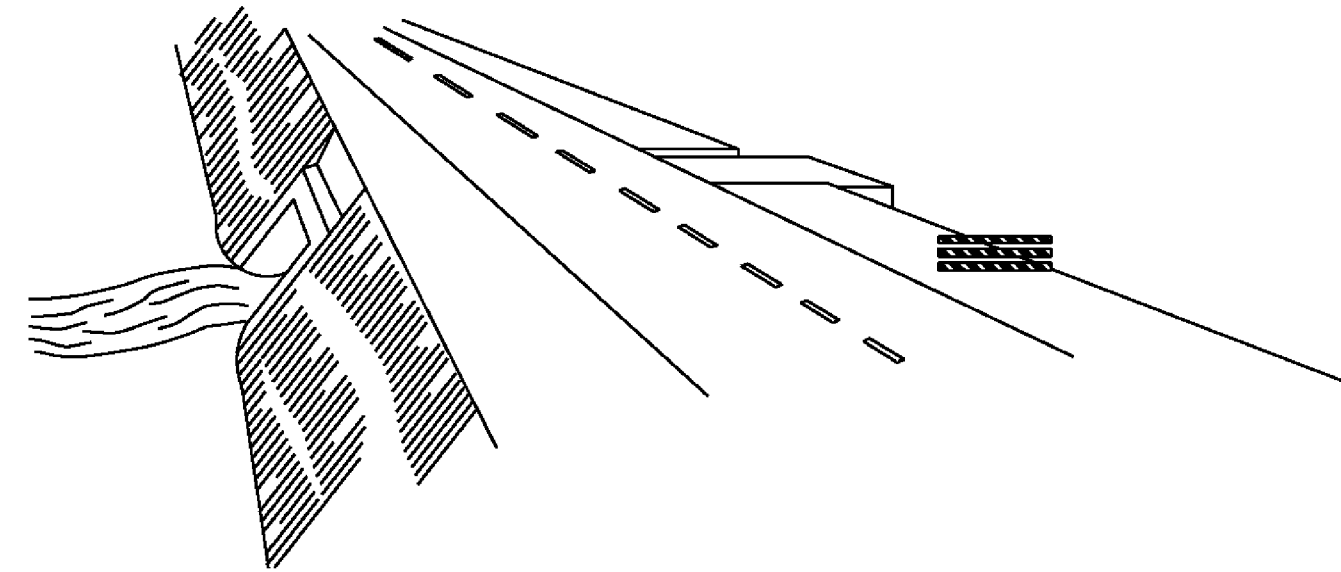
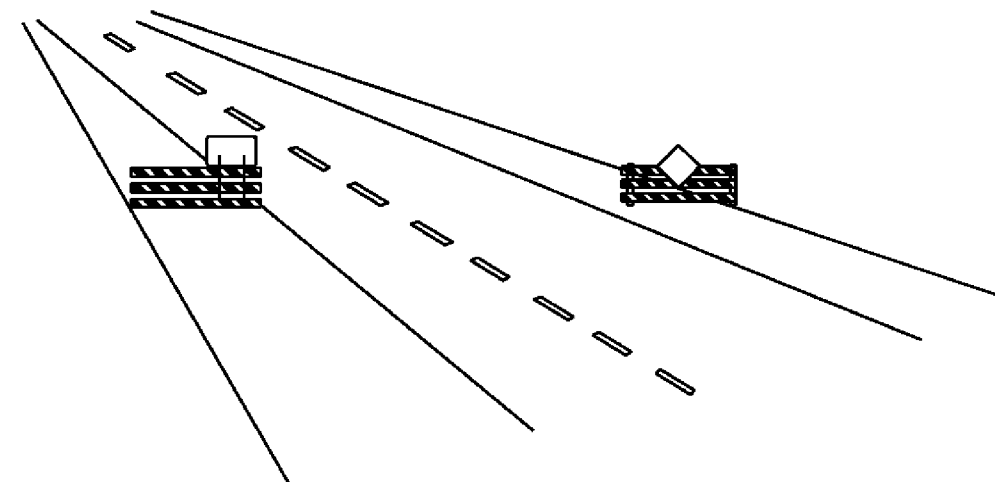
* 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.

** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in² OF REFLECTIVE AREA FACING TRAFFIC.



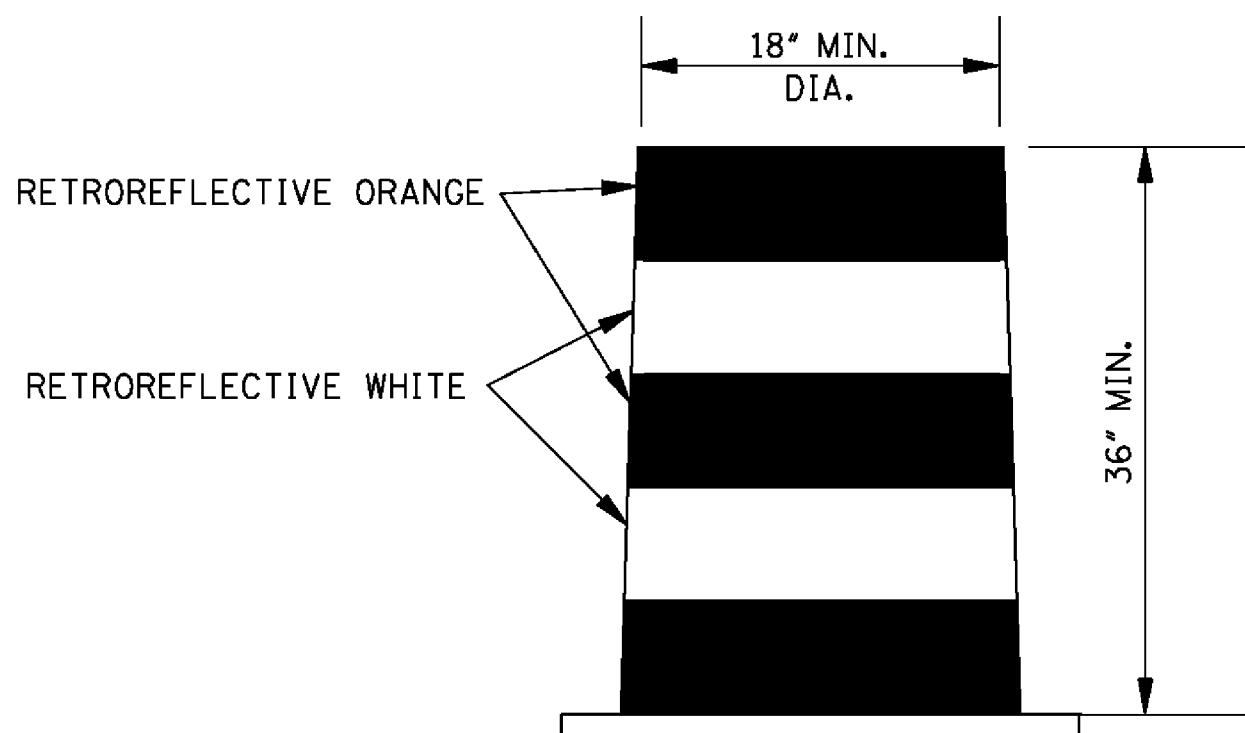
TYPE 3 OBJECT MARKER
(OM-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



WING BARRICADES

1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



PLASTIC DRUM STRIPING DETAIL

1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) RETROREFLECTIVE, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHOULD BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
				REVISION		
				DATE	ISSUE DATE: AUGUST 01, 2017	
					HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS	
					 WORKING NUMBER TCP-8 SHEET NUMBER 6358	



Engineering Progress

January 23, 2020

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

Attn: Lamar Rutland, P.E.

**RE: East Jerusalem Area Water Improvements
City of Hattiesburg**

Dear Lamar:

Enclosed please find the Advertisement for Bids for the above referenced project. We would like to request permission to advertise on the February 4th City Council agenda.

If you should have any questions or comments, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shea E. McNease', is written over the word 'Sincerely,'. The signature is stylized with a large loop and a horizontal stroke.

Shea E. McNease, P.E.
Project Engineer

/md

Enclosure

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the **City of Hattiesburg, MISSISSIPPI**, will receive sealed bids until **10:00 AM** on **March 12, 2020** in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location opened and read aloud for furnishing the City's requirements for the following:

EAST JERUSALEM AREA WATER IMPROVEMENTS HATTIESBURG, MISSISSIPPI

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID: EAST JERUSALEM AREA WATER IMPROVEMENTS HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 4th day of February, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY:
Kermas Eaton, City Clerk

Publish on February 12 and February 19, 2020
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 4, 2020

Re: Approve Plans and Specifications for the Drainage at 6200 Hwy 98W Project and authorize advertisement for bids.
File Number: 2020-69
Minute Book #

Summary

Approve Plans and Specifications for the Drainage at 6200 Hwy 98W Project and authorize advertisement for bids.

Recommendation Statement

I recommend approval of this item.

Please place this on the February 4, 2020 City Council meeting for consideration.



Engineering Progress

January 23, 2020

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

Attn: Lamar Rutland, P.E.

**RE: Drainage at Citizen's National Bank
City of Hattiesburg**

Dear Lamar:

Enclosed please find the Advertisement for Bids for the above referenced project. We would like to request permission to advertise on the February 4th City Council agenda.

If you should have any questions or comments, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shea E. McNease', written over a large, loopy blue circular mark.

Shea E. McNease, P.E.
Project Engineer

/md

Enclosure

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DRAINAGE AT CITIZENS NATIONAL BANK HATTIESBURG, MISSISSIPPI

Official bid documents may be obtained from www.sd-wprojects.com upon a deposit of \$100.00, non-refundable. All plan holders are required to have a valid email address for registration. Electronic bids can be submitted in person or electronically at www.sd-wprojects.com. For any questions relating to website registration, online orders, or the electronic bidding process, please call Plan House Printing at 601-336-6378. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID:

DRAINAGE AT CITIZENS NATIONAL BANK HATTIESBURG, MISSISSIPPI

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PUBLISHED by Order of the Council on the 4th day of February, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on February 12th and February 19th, 2020
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

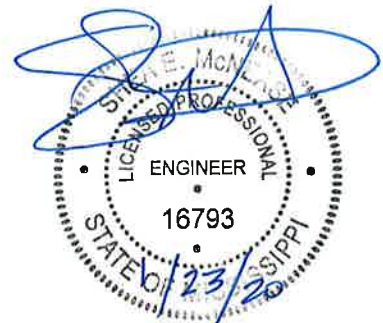
DRAINAGE AT CITIZENS NATIONAL BANK

FOR THE

CITY OF HATTIESBURG

JANUARY 2020

PREPARED BY:



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

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Each BID must be received sealed and marked EXACTLY as follows:

BID:

DRAINAGE AT CITIZENS NATIONAL BANK HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 4th day of February, 2020 .

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on February 12 and February 19, 2020
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

INFORMATION FOR BIDDERS

BIDS will be received by City of Hattiesburg, MS herein called the "OWNER", at City Hall until 10:00 AM on March 12, 2020, and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to the City Clerk of said City. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **Drainage at Citizens National Bank, Hattiesburg, Mississippi** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 200 Forrest Street, Hattiesburg, MS 39401.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible

BIDDERS upon request of the BIDDER. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned upon request of the BIDDER. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned upon request of the BIDDER. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dates copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

The contract time stipulated, will be strictly enforced, if the CONTRACTOR fails to complete the work within the time stipulated, a deduction will be made of \$750 a day

from the money due the CONTRACTOR not as a penalty but as liquidated damages. The CONTRACTOR and the CONTRACTOR'S sureties shall be liable for all liquidated damages in excess of money due the CONTRACTOR.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best responsive and responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause.

The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, HATTIESBURG, MISSISSIPPI.

Notice to Bidders 1

Please note there have been several changes to the City of Hattiesburg standards for various aspects of construction associated with this project.

Notice to Bidders 2

A portion of this project is to be constructed on the University of Southern Mississippi (USM) campus. CONTRACTOR shall coordinate all construction with the USM Physical Plant. Construction on the USM campus shall be completed by August 17, 2018.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within 90 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Authorized by:

ADDRESS

PROPOSAL					
DRAINAGE AT CITIZENS NATIONAL BANK					
CITY OF HATTIESBURG, MISSISSIPPI					
Item	Description	Unit	Quantity	Unit Price	Extension
	Demolition Items				
1	Demolition of Drainage Structure (Including Trench Shoring or Bracing and Inlet, Riser Pipe, Junction Box, and Pipes Removal, Structure Excavation, Bypass Pumping, Etc)	Lump Sum	1		
	Storm Sewer Items				
2	Class "B" Concrete, Minor Structures	Cu. Yd.	14		
3	Concrete Paved Ditch	Sq. Ft.	43		
4	Reinforcing Steel	Lbs	2,640		
5	Castings	Lbs	250		
	Miscellaneous Construction Items				
6	Muck Excavation	Cu. Yd.	5		
7	Crushed Aggregate, LVM, Size 610	Tons	10		
8	Borrow Excavation, AH,LVM, Class B9	Cu. Yd.	15		
9	Top Soil	Cu. Yd.	30		
10	Solid Sodding, Centipede (Including Watering, Fertilizing and Temporary Grassing)	Sq. Ft.	220		
11	Erosion Control	Lump Sum	1		
12	Maintenance of Traffic	Lump Sum	1		
13	Mobilization	Lump Sum	1		
				BID TOTAL:	

Base Bid Respectfully Submitted, Name of Firm or Bidder: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, _____
Principal, and _____
as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

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 following project:

DRAINAGE AT CITIZENS NATIONAL BANK HATTIESBURG, MISSISSIPPI

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 set forth above.

PRINCIPAL

SURETY

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____ by and between _____ hereinafter called the CONTRACTOR, the City of Hattiesburg hereinafter called the OWNER, Witnesseth that the CONTRACTOR and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The CONTRACTOR agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled:

DRAINAGE AT CITIZENS NATIONAL BANK HATTIESBURG, MISSISSIPPI

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the CONTRACTOR agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The CONTRACTOR agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the CONTRACTOR fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of **\$750.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The OWNER agrees to make progress payments during the construction as provided herein as follows:

The CONTRACTOR will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices, and submit to the ENGINEER, along with an affidavit by the CONTRACTOR that progress payments theretofore received from OWNER have discharged in full all the CONTRACTOR's obligations stated in prior progress payments. ENGINEER will recommend partial payment to the OWNER within a reasonable time of receipt of CONTRACTOR's estimate based on the ENGINEER's estimated quantities.

The OWNER agrees to pay the CONTRACTOR one hundred percent (100%) of the value of the work done each month, less retainage in accordance with MS Code of 1972 Section 31-5-33 until final acceptance of the work has been made. If defective and/or materials are discovered or reasonable doubt arises to the integrity of any part of the work for which partial payment has been allowed, a deduction from subsequent estimates in the amount equal to the work in question will be made until the defects have been remedied or the cause for doubt removed.

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the ENGINEER shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the CONTRACTOR within forty-five (45) days the date of said final acceptance and receipt of the closeout documents required per the Supplement to General Conditions and recommendation of the same to the OWNER.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER, so certifies, the OWNER shall, upon certificate of the ENGINEER and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and

accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The CONTRACTOR agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7 INSURANCE

The CONTRACTOR agrees to also carry public liability insurance, property damage insurance, and workman's compensation insurance in amounts as required by the specifications.

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the project specified herein.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the "Contract Documents" and complete the project on or before the completion date unless the period for completion is extended otherwise by the "Contract Documents."
4. The CONTRACTOR agrees to perform all of the work described in the "Contract Documents" and comply with the terms therein for the sum as shown in the bid schedule.
5. The term "Contract Documents" means and includes the following:

Advertisement for Bids
Instructions to Bidders
Bid
Bid Bond
Contract Agreement
Payment Bond

Notice of Award
Notice to Proceed
Change Order
General Conditions
Supplemental General Conditions
Technical Specifications

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the "General Conditions" such amounts as required by the "Contract Documents."
7. This "Contract Agreement" shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

OWNERS:

SEAL

City of Hattiesburg

Authorized by:

DATE

ATTEST

(Printed Name & Title)

CONTRACTOR:

SEAL

DATE

ATTEST

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned _____
(hereinafter called the Principal), a corporation, partnership or individual duly
unauthorized by law to do business as a construction contractor in the State of
Mississippi, and _____ of _____
(herein called the Surety), a corporation duly authorized to do surety business under the
laws of the State of Mississippi, are held and firmly bound unto the City of Hattiesburg
, MS (hereinafter called the Obligee), a Municipality existing under the laws of the State
of Mississippi, in the penal sum of _____
Dollars (_____) lawful money of the United States, for the payment of which
well and truly to be made, the said Principal and the said Surety do hereby bind
ourselves, our heirs, executors, administrators and assigns, jointly and severally, by
these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument
in writing attached hereto and bearing date of _____
has agreed with said Obligee to do all work necessary and to furnish labor, materials,
tools, supplies and services to construct **DRAINAGE AT CITIZENS NATIONAL BANK,**
HATTIESBURG, MISSISSIPPI as shown on Plans and specified thereby in the
Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and
workmanlike manner, and to the satisfaction of Obligee perform and complete the work
required, and shall defend, indemnify and save harmless said Obligee against all
damages, claims, demands, expense and charge of every kind (including claims of patent
infringement) arising out of injury or damage to persons or property by reason or arising
from any act, omission or neglect of said Principal, his agent, servants or employees with
relation to said work; and shall pay all cost, charges, rentals and expenses for labor,
material, supplies and equipment and deliver the said improvement to Obligee completed
and ready for occupancy or operation, and free from all liens, encumbrances or claims for
labor, material or otherwise; and shall pay all other expenses lawfully chargeable to
Obligee by reason of any default or neglect of the said Principal in the relation of said
agreement and said work, 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 charge, extension of time, alteration or addition to the terms of the
Contract, or the work to be performed thereunder, or the Specifications accompanying
the same, shall in any way affect its obligation on this bond and does hereby waive notice
of any change, extension of time, alteration or addition to the terms of the Contract, or to
the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or

subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and Surety have hereunto set their hands and seals at _____ this _____ day of _____, 20__.

(SEAL)

WITNESSES:

PRINCIPAL

ADDRESS

Name of person executing for Principal

TITLE

SURETY

ADDRESS

WITNESSES:

Name of person executing for Surety

TITLE

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

ACCEPTANCE: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

AGREEMENT: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: The Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept as satisfactory.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the Work.

BONDS: Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions,

the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

CONTRACT PRICE: The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The OWNER (Grantee) - The individual who is authorized to sign the contract documents on behalf of the OWNER'S governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm or corporation named as such in the Contract Documents.

FIELD ORDER: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

HE, HIS, AND HIM: These are several pronouns that shall represent both male and female genders.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER, RESIDENT INSPECTOR, CONSTRUCTION INSPECTOR, PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in effect at time of submission of Bid in addition to those Supplementary General

Conditions attached here to.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

2.1 The award of the Contract, if it is awarded, will be to the lowest and best responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution within sixty (60) days after the opening of Bids.

EXECUTION OF AGREEMENT:

2.2 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the ENGINEER within 10 days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.3 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.3 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shown on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction

CONTRACTOR'S PRE-BID REPRESENTATIONS:

2.4 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. (See paragraphs 6.22 through 6.26.) The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project

Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER, for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, and Instruction's to Bidders, General Conditions, Technical Specifications and Drawings. If the requirements of one are more stringent than the other, the more stringent requirements shall apply.

3.3 The words "furnish, "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon

which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Any additional information necessary to ascertain subsurface soil conditions, including test holes and soil borings, not provided by the OWNER shall be undertaken by the BIDDER prior to bidding at his cost. Such exploration shall be adequate to satisfy the BIDDER of the materials expected to be encountered on the project. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent

in work of the character provided for in this contract. The OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or

Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.7 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, safety, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, handled, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors and industry standards, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in

obtaining such permits and licenses. The CONTRACTOR will also pay all public utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising wherefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of

corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge

the cost to the CONTRACTOR as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands in accordance with the MUTCD. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

6.32 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall not be limited in any way by any limitation on the amount or type of damages,

compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the Contract Documents. The CONTRACTOR will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc.:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties

on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as

provide in Articles 11 and 12.

7.5 Where practicable, the CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each contractor shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The CONTRACTOR shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable

objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and 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.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the CONTRACTOR according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or

approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and the failure to request legal action within said thirty (30) days period shall result in

the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more

than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the

above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor,

installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1)

year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writing;

14.1.3 When the Work is substantially complete (operational or beneficial

occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this

request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first-tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes will resume. If the specified completion date had not been reached at the time the CONTRACTOR called for a final inspection, the calendar day difference between the specified completion date and the date the CONTRACTOR called for a final inspection will be added after the

14-day period before starting liquidated damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the ENGINEER and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfitting for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition

to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within sixty (60) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonable respond in writing, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition, and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days' notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install, but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage

prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment forty-five (45) days after payment is due, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

17.8 If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

17.9 Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

17.10 Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 The damages indicated above shall be considered as liquidated damages for the loss to the OWNER on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the ENGINEER in section 14.11

17.12 Work requiring the presence or services of the ENGINEER, based-solely on the opinion of the ENGINEER, will not be permitted on Sunday or holidays observed by the State unless the ENGINEER determines that an emergency or necessity exists. Work on these days solely to complete the project within the contract time will not be considered a necessity or emergency.

17.13 The ENGINEER will prepare and submit to the CONTRACTOR one (1) preliminary punch list of items that do not meet the contract requirements after the final inspection and one (1) final punch list immediately before final completion and final payment.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor

will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. **Workers' Compensation and Employer's Liability Insurance**

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability or the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person whichever is more. This policy shall include an all states endorsement.

B. **CONTRACTOR'S Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:**

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$500,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
- b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.

- c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. **CONTRACTOR'S Contingent or Protective Liability and Property Damage:**

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. **Automotive Public Liability and Property Damage**

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for one accident to protect him from any and all claims arising from the use of the following:

- a. **CONTRACTOR'S** own automobiles and trucks.
- b. Hired automobiles and trucks.
- c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. **OWNER'S Protective Liability Policy**

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

- a. Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED

THOUSAND DOLLARS (\$500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work "broom" clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction, and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
"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 (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;
 - a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.

- b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
- c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
"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."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:

"WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."

In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.

7. OPERATING AND MAINTENANCE MANUALS:

All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).

8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):

Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractor's firm is Incorporated.

9. FINAL CLEANING:

At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

TECHNICAL SPECIFICATIONS

1. Applicable Specifications

The Technical Specifications entitled Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition shall be the specifications applicable to this project except as for herein specified. Any testing required by those specifications for material submittal approval shall be the responsibility of the Contractor. The testing laboratory used by the Contractor shall be a laboratory certified by the Mississippi Department of Transportation and shall be approved by the Engineer. Any reference to Unit Item for pay shall be modified and paid based on the Measurement and Payment section of the specifications.

2. References Amended to mean Engineer

Any reference in the above mentioned specifications to Commission, Director, Chief Engineer, Testing Engineer, or Project Engineer shall be amended in these specifications to mean the Engineer, or his duly authorized representative, of the City of HATTIESBURG.

PUBLIC UTILITIES

CABLE
COMCAST
2100 LINCOLN RD
HATTIESBURG, MS 39402
(601) 264-1188

POWER
PEARL RIVER VALLEY EPA
6803 U.S. HIGHWAY 98
HATTIESBURG, MS 39402
(601) 264-2458

TELECOMM
AT&T
P.O. BOX 1191
HATTIESBURG, MS 39401
(601) 545-6424

INLINE (UNITI FIBER)
405 LEGACY PARK
RIDGELAND, MS 39157
(601) 956-8909
(888) 346-5463

TELEPAK DBA CSPIRE FIBER
1018 HIGHLAND COLONY PKWY
SUITE 300
RIDGELAND, MS 39157
(855) 277-4732

SOUTHERN LIGHT (UNITI FIBER)
107 ST FRANCIS STREET
STE 1800
MOBILE, AL 36602
(251) 662-1170

GAS
SPIRE ENERGY
315 MAIN STREET
HATTIESBURG, MS 39401
(601) 544-6001

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES ST
HATTIESBURG, MS 39403
(601) 545-4530

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES ST
HATTIESBURG, MS 39403
(601) 545-4530

NORTH LAMAR WATER ASSOCIATION
5296 OLD HWY 11
STE 10
HATTIESBURG, MS
39402
(601) 264-1157

ARNOLD LINE WATEE ASSOCIATION
4901 W 4th STREET
HATTIESBURG, MS 39402
(601) 264-7111

TRAFFIC
CITY OF HATTIESBURG
TRAFFIC DEPT.
125 WALNUT ST
HATTIESBURG, MS 39401
(601) 545-4626

MDOT DISTRICT 6 HEADQUARTERS
6356 HWY 49 N
HATTIESBURG, MS 39401
(601) 544-6511

CONSTRUCTION PLANS

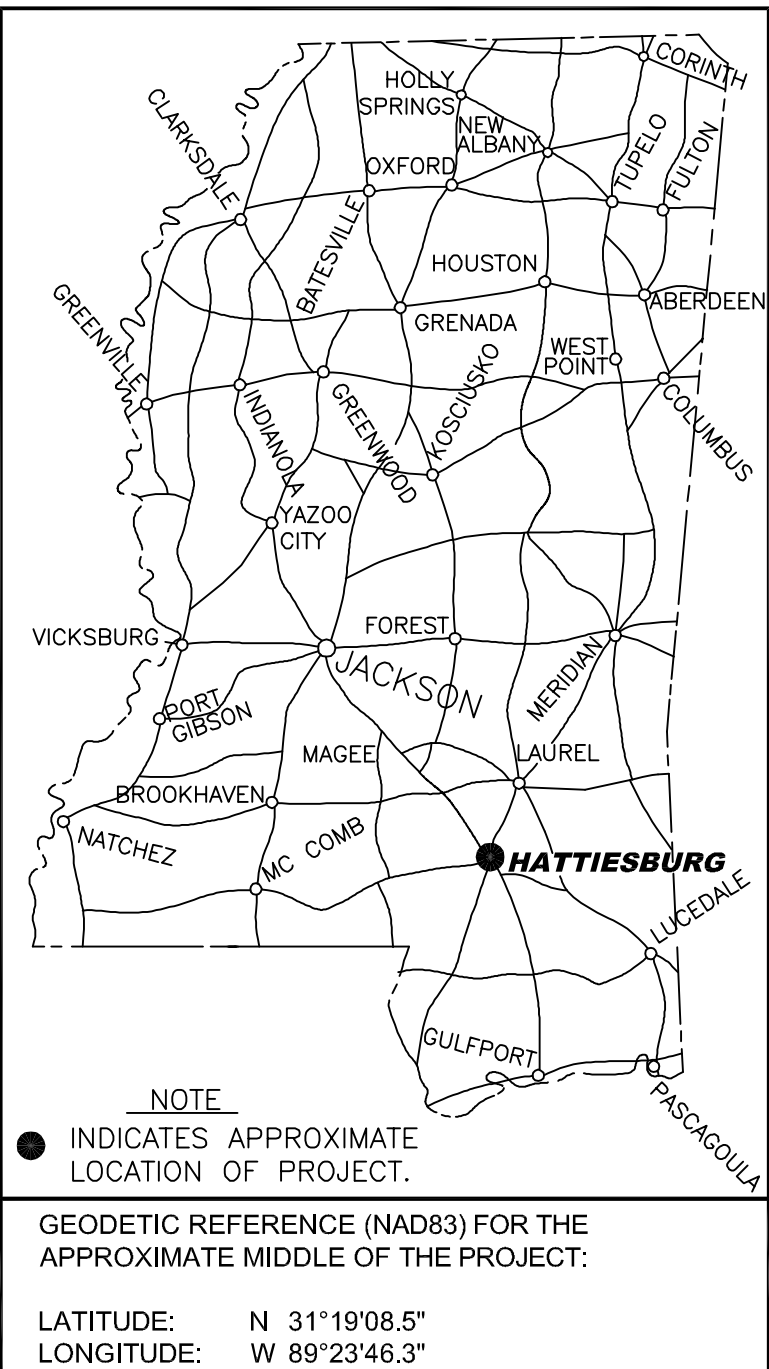
FOR

DRAINAGE REHABILITATION
AT CITIZENS NATIONAL BANK ALONG US 98

FOR THE

CITY OF HATTIESBURG

LAMAR COUNTY
MISSISSIPPI



DETAILED INDEX		
SHEET No.	WRK No.	DESCRIPTION
1	CVR	COVER SHEET
2	GN1	VICINITY MAP, GENERAL NOTES & ABBREVIATIONS
3	PLN1	SITE PLAN
4	DTL1	DRAINAGE DETAILS
5	VEG1	VEGETATION SCHEDULE
6101	ECD-1	TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS
6103	ECD-3	DETAILS OF SILT FENCE INSTALLATION
6106	ECD-6	DETAILS OF EROSION CONTROL WATTLE DITCH CHECK
6111	ECD-11	TYPICAL APPLICATIONS AND DETAILS FOR INLET CONSTRUCTION
6352	TCP-2	TRAFFIC CONTROL PLAN FOR POSTED SPEED LIMIT LESS THAN 65 MPH (4-LANE: MEDIAN LANE OR OUTSIDE LANE CLOSURE) (EXTENDED PERIOD)
6358	TCP-8	HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS
6366	TCP-16	TRAFFIC CONTROL DETAILS DRUM PLACEMENT AND SHOULDER CLOSURE
6509	MI-1A	TYPE 1 MEDIAN INLET (29" TO 51" PIPE)
6516	IG-1	DETAILS OF GRATES FOR MEDIAN INLETS
6520	PA-1	PAVED INLET APRON AND MEDIAN DITCH PLUG



MAYOR

Toby Barker

COUNCIL PERSONS

Carter Carroll, President
Mary Dryden, Vice President
Jeffrey George
Deborah Denard Delgado
Nicholas Brown

DIRECTOR OF ENGINEERING

Lamar Rutland, PE

PREPARED BY:



Sheet No. 1
Drawing No.: 11285



Know what's below.
Call before you dig.

MISSISSIPPI 811 TICKETS	
TICKET No.	DESCRIPTION
19040809550493	SOUTH SIDE OF US98 FROM WILLOW LAKE LN TO THE EAST ACCESS DRIVE OF CITIZENS NATIONAL BANK.

SPECIAL UTILITY NOTES:

- UTILITY LOCATION REQUESTS WERE SUBMITTED TO MISSISSIPPI 811 (FORMERLY MISSISSIPPI ONE CALL) DURING THE FIELD DATA COLLECTION PHASE FOR THE DESIGN OF THIS PROJECT. ALL UTILITIES THAT LOCATED DURING THE FIELD DATA COLLECTION ARE SHOWN ON THESE PLANS. ALL CONFLICTS WITH EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY OWNER, THE ENGINEER AND THE PROJECT OWNER PRIOR TO INSTALLATION OF THE PROPOSED WATER SYSTEM. (NO SEPARATE PAY FOR COORDINATION)
- THE CONTRACTOR SHALL DOCUMENT THE EXISTENCE OF ANY MISSING AND/OR OVERLAPPING UNDERGROUND UTILITIES AND STORM DRAINAGE NOT SHOWN ON THESE CONSTRUCTION DRAWINGS.

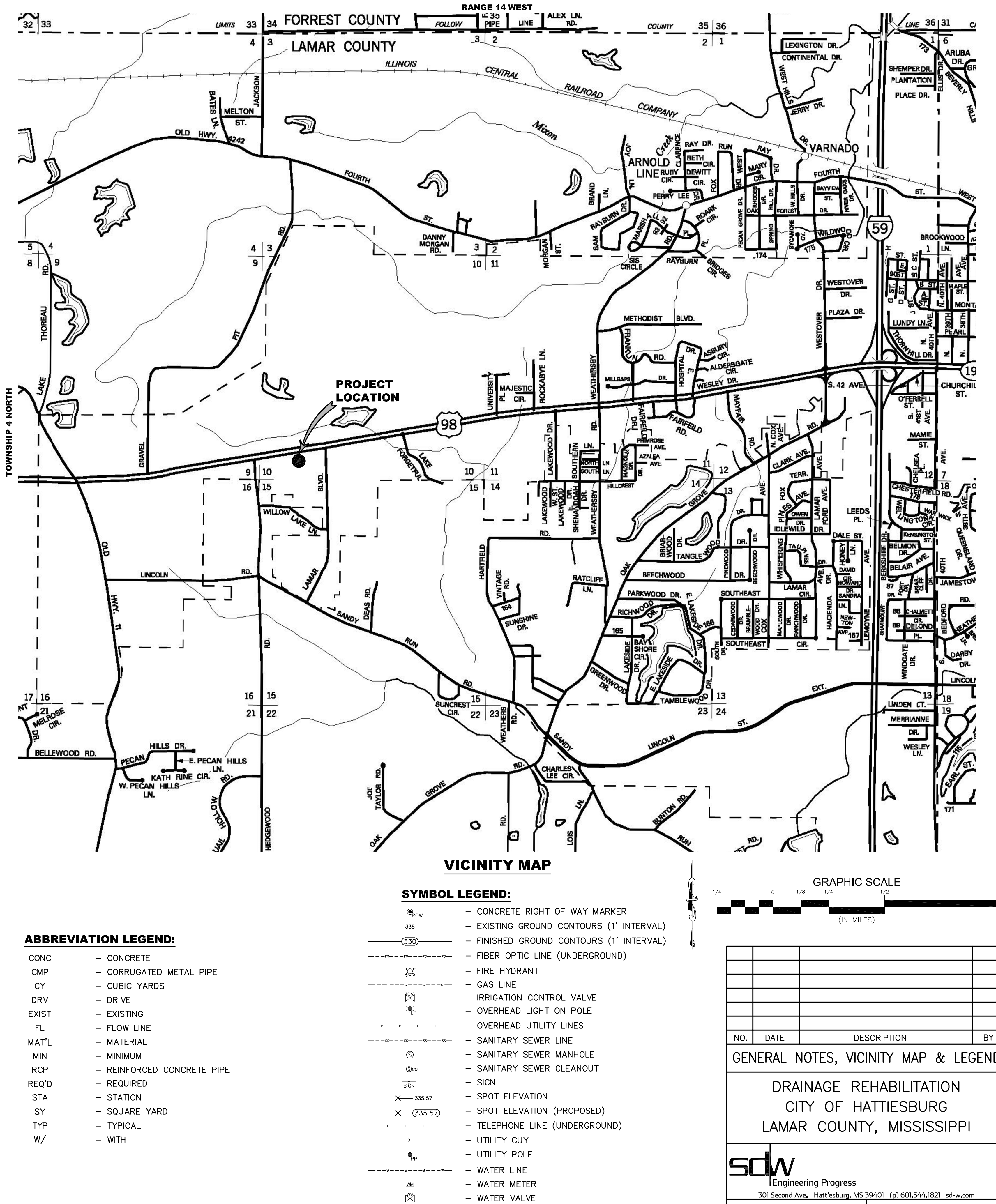
JULY 2019

GENERAL NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
 - THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION", OR LATEST EDITION (PAY ITEM NUMBERS SHALL BE DEFINED IN THE PROPOSAL).
 - THE CONTRACTOR SHALL KEEP A SET OF BLUE LINE PRINTS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWINGS DAILY.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE ENTIRE PROJECT.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CITY OF HATTIESBURG, MDOT AND/OR LAMAR COUNTY FEES AND PERMITS ASSOCIATED WITH CONSTRUCTION.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND THE LOCATION OF THE PROJECT. CONTROL COORDINATE SYSTEM AND ELEVATION CONTROL ARE SHOWN ON THE PLAN SHEETS.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
 - THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
 - ALL UNDERGROUND UTILITIES, FOR THE ENTIRE PROJECT, SHALL BE LOCATED BY THE CONTRACTOR AND UTILITY OWNERS PRIOR TO THE CONSTRUCTION OF THE PROJECT. ANY CONFLICTS SHALL BE COORDINATED BETWEEN CONTRACTOR, UTILITY OWNER AND ENGINEER.
 - ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED. REMOVAL AND REPLACEMENT, IF REQUIRED, SHALL BE PAID AS NOTED.
 - ANY EXISTING CROSS DRAIN SHOWN TO BE REMOVED AND REPLACED SHALL BE REPLACED WITH NEW RCP AND SHALL BE INSTALLED AT THE SAME GRADE, AS THE EXISTING CROSS DRAIN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT AND TO INSURE PROPER FLOW.
 - ANY EXISTING SIDE DRAINS THAT CONFLICT WITH CONSTRUCTION SHALL BE REMOVED AND REPLACED WITH NEW CORRUGATED HDPE PIPE AND SHALL BE INSTALLED AT THE SAME GRADE AS THE EXISTING SIDE DRAIN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT AND TO INSURE PROPER FLOW.
 - IF THE EXISTING DRAIN PIPES ARE CONNECTED TO INLETS, HEADWALLS OR ANY OTHER DRAINAGE STRUCTURE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTION TO THOSE STRUCTURES, UNLESS OTHERWISE NOTED. CONCRETE PIPE COLLARS SHALL BE USED AS WARRANTED, AS APPROVED BY THE ENGINEER.
 - THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE THE EXISTING STORM DRAINAGE STRUCTURES DURING THE CONSTRUCTION PROCESS. ANY DAMAGE, OTHER THAN THAT NOTED ABOVE, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
 - EXISTING PIPES TO REMAIN IN PLACE WITHIN THE CONSTRUCTION LIMITS SHALL BE CLEANED OF ALL FOREIGN MATTER PRIOR TO FINAL ACCEPTANCE (NOT A SEPARATE PAY ITEM).
- PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
- MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
- ALL EXISTING STREET SIGNAGE CONFLICTING WITH CONSTRUCTION SHALL BE REMOVED DURING CONSTRUCTION, REPLACED AFTER CONSTRUCTION AND SHALL BE CONSIDERED PART OF MAINTENANCE OF TRAFFIC (NOT A SEPARATE PAY ITEM).
- THE CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGGERS TO MAINTAIN ONE LANE TRAFFIC DURING CONSTRUCTION, WHERE LANE CLOSURES ARE NEEDED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. SEE SHEET No. 6250 & 6251 FOR TYPICAL LANE CLOSURE DETAILS. ANY ROAD CLOSURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO IMPLEMENTATION.
- FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC SIGNS EXCEPT FOR THOSE DESIGNATED IN PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.
- ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED ACCORDING TO THE VEGETATION SCHEDULE IN THESE PLANS, UNLESS OTHERWISE NOTED.
- ALL EXISTING MAILBOXES, STREET SIGNS, FENCES, AND OTHER STRUCTURES LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER). EXISTING FLOWER BEDS, GARDENS, SHRUBS, ETC. WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER). ALL ITEMS (INCLUDING REMOVAL OF OBSTRUCTIONS, REMOVED AND RESET AND/OR REPLACEMENT OF STORM DRAIN STRUCTURES, ETC.) FOR WHICH NO PAY ITEM IS LISTED, SHALL BE INCLUDED IN THE COST OF THE PIPING LAYING OPERATION. (NO SEPARATE PAY).
- CONTRACTOR SHALL PROVIDE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE ALL DRIVEWAY CUTS AND EXCAVATION WITH THE OWNERS OF SAID DRIVEWAYS.
- ANY DAMAGE TO PAVED ROADS OR DRIVEWAYS, WHICH ARE OUTSIDE OF THE PROJECT LIMITS, SHALL BE REPAIRED IN KIND, AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL REMOVE EXISTING PAVEMENTS, STRUCTURES, SOIL AND OTHER ITEMS AS INDICATED ON THE PLANS AND AS REQUIRED FOR PROJECT CONSTRUCTION AND SHALL BE DISPOSED OF OFF SITE AT THE CONTRACTOR'S EXPENSE.
- PRIOR TO THE BEGINNING OF ANY EXCAVATION, ALL EXISTING PAVEMENT SHALL BE SCORED OR SAW CUT TO A DEPTH SUCH THAT A STRAIGHT AND UNIFORM VERTICAL EDGE IS ESTABLISHED PRIOR TO REMOVAL OF SAID PAVEMENT FROM THE PROJECT. IF VERTICAL EDGE IS DISTURBED, THEN A SECOND CUT SHALL BE REQUIRED PRIOR TO ASPHALT OR CONCRETE PATCHING. ALL ASPHALT OR CONCRETE SHALL BE REMOVED FROM THE PROJECT SITE PRIOR TO EXCAVATION PROCEDURES. (NO SEPARATE PAY FOR SAW CUTTING, DEBRIS REMOVAL, PAVEMENT REMOVAL AND DISPOSAL)
- WORK FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING WHAT BRACING, SHORING OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING BRACING, SHORING OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS AND LABOR FOR DESIGNING AND CONSTRUCTING THE SUPPORT SYSTEM, SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
- PRIOR TO COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL REMOVE ALL VEGETATION, SOIL AND DEBRIS FROM PAVEMENTOR CURBS WITHIN THE PROJECT LIMITS (NOT A SEPARATE PAY ITEMS)
- THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.

EROSION NOTES

- THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR EROSION CONTROL AND ANY OTHER PERTINENT GUIDELINES.
- PROTECTING THE SITE FROM EROSION SHALL BE A REQUIREMENT OF THIS CONTRACT. THE EROSION CONTROL DEVICES REFERENCED IN THESE PLANS ARE A MINIMUM REQUIREMENT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DURING CONSTRUCTION. MAINTENANCE SHALL BE PERFORMED A MAXIMUM OF 24 HOURS AFTER SILT ACCUMULATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL THE NECESSARY PERMITS REQUIRED BY THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY AND ANY OTHER AGENCIES.
- PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
- TEMPORARY GRASSING: UNLESS OTHERWISE NOTED, ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED IN ACCORDANCE WITH THE VEGETATION SCHEDULE INCLUDED IN THESE PLANS. TEMPORARY GRASSING SHALL BE MAINTAINED DURING CONSTRUCTION.
- PERMANENT GRASSING: UNLESS OTHERWISE NOTED, ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED IN ACCORDANCE WITH THE VEGETATION SCHEDULE INCLUDED IN THESE PLANS. THE CONTRACTOR SHALL BE REQUIRED TO ESTABLISH A FULL COVERAGE OF PERMANENT GRASS GROWTH PRIOR TO COMPLETION OF THE PROJECT.
- THE EROSION CONTROL MEASURES SHOWN ON THESE PLANS SHALL BE REQUIRED UNTIL GRASSING HAS BEEN ESTABLISHED TO THE SATISFACTION OF THE ENGINEER.



NO.	DATE	DESCRIPTION	BY
GENERAL NOTES, VICINITY MAP & LEGEND			
DRAINAGE REHABILITATION CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sdw.com			
Drawn by: RES/BT		Checked by: SEM	
Date: 07/01/2019		Scale: AS NOTED	
Drawing No.: 11285		Sheet No. 2	



1. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES BY SELECTIVE EXCAVATION IN COORDINATION WITH THE UTILITY OWNERS PRIOR TO CONSTRUCTION. (NO SEPARATE PAY)
2. CONTRACTOR SHALL BE REQUIRED TO USE A SHEET PILE SHORING SYSTEM FOR THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF SAID SYSTEM. SHOP DRAWINGS SHALL BE SUBMITTED FOR APPROVAL BY THE ENGINEER PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SOIL BORINGS. (NO SEPARATE PAY)
3. STRUCTURE EXCAVATION SHALL BE AN ABSORBED ITEM.

NO.	DATE	DESCRIPTION	BY	
SITE PLAN				
DRAINAGE REHABILITATION AT CITIZENS NATIONAL BANK LAMAR COUNTY, MISSISSIPPI				
 Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com				
Drawn by: RES/SLS		Checked by: SEM		
Date: 04/17/2019		Scale: 1" = 10'		
Drawing No.: 11285		Sheet No. <u>3</u>		

TEMPORARY VEGETATION SCHEDULE						
EROSION CONTROL ITEMS		SEASONAL APPLICATIONS - DATES & RATES				REQUIREMENTS
		SPRING & SUMMER		FALL & WINTER		
PAY ITEM NO.	ITEMS	RATES	DATES	RATES	DATES	
211-B001	TOPSOIL FOR SLOPE TREATMENT (LVM)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THICK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED BY THE ENGINEER DURING CONSTRUCTION
212-B001	STANDARD GROUND PREPARATION	PER SQ. FT.	MARCH 1 TO SEPTEMBER 1	PER SQ. FT.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR SEEDING, AS APPLICABLE
907-213-A001	AGRICULTURAL LIMESTONE	3 TONS / ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS / ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
213-B001	COMBINATION FERTILIZER (13-13-13)	1000 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
213-C001	SUPER PHOSPHATE	0.5 TON / ACRE (EST)	MARCH 1 TO SEPTEMBER 1			SUPER PHOSPHATE (FOR BID ITEM PURPOSES)
214-A002	SEEDING (BERMUDA GRASS)	20 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	20 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS. UNHULLED SEED MAY BE REQUIRED DURING THE DORMANT SEASON AS DIRECTED
214-A003	SEEDING (TALL FESCUE)			15 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED IN DISTURBED AREAS
214-A004	SEEDING (CRIMSON CLOVER)			20 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREA
215-A001	VEGETATIVE MATERIAL FOR MULCH	2 TONS / ACRE (EST)	MARCH 1 TO SEPTEMBER 1	2 TONS / ACRE (EST)	SEPTEMBER 1 TO MARCH 1	THE ENGINEER WILL DESIGNATE THE RATES OF APPLICABLE (SEE SUBSECTION 215-03.3)
216-A001	SOLID SODDING	PER SQ. YD.	MARCH 1 TO SEPTEMBER 1	PER SQ. YD.	SEPTEMBER 1 TO MARCH 1	SOLID SOD REQUIRED ON AREAS SPECIFIED IN THE CONTRACT OR BY THE ENGINEER
219-A001	WATERING	20 GAL / S.Y. (EST)	MARCH 1 TO SEPTEMBER 1	20 GAL. / S.Y. (EST)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED IN THE PLANTING AND ESTABLISHING OF SOLID SOD
220-A001	INSECT PEST CONTROL	PER ACRE		PER ACRE		SEE SECTION 220
TEMPORARY EROSION CONTROL ITEMS						
212-A001	LIGHT GROUND PREPARATION	PER SQ. YD.		PER SQ. YD.		APPROXIMATELY HALF SQ.YD. STANDARD GROUND PREPARATION
213-B001	COMBINATION FERTILIZER (13-13-13)	0.25 TONS/ ACRE		0.25 TONS/ ACRE		QUANTITY BASED ON LIGHT GROUND PREPARATION
214-A013	SEEDING (BROWN TOP MILLET)	20 LBS / ACRE	APRIL 1 TO AUGUST 31			QUANTITY BASED ON LIGHT GROUND PREPARATION
214-A017	SEEDING (RYE GRASS)			25 LBS / ACRE	SEPTEMBER 1 TO MARCH 31	QUANTITY BASED ON LIGHT GROUND PREPARATION
214-A015	SEEDING (OATS)			90 LBS / ACRE	SEPTEMBER 1 TO DECEMBER 15	QUANTITY BASED ON LIGHT GROUND PREPARATION
215-A001	VEGETATIVE MATERIAL FOR MULCH	1 TON / ACRE (EST)		1 TON / ACRE (EST)		QUANTITY BASED ON LIGHT GROUND PREPARATION

- SPECIAL GENERAL NOTE:**
- ALL REFERENCE TO PAY ITEM NUMBERS SHALL BE USED FOR REFERENCE TO THE SPECIFICATION ONLY. PAY FOR ITEMS SHOWN ON THIS SHALL BE AS NOTED IN THE BID PROPOSAL.

TYPE OF DITCH CHECKS
SEE WK. NO. ECD-4

FOR STABILIZED CONSTRUCTION
ENTRANCE, SEE WK. NO. ECD-16

— DIVERSION BERM
(SEE NOTE 4) \

SILT FENCE AT
TOE OF SLOPE
SEE WK. NO. ECD-3

CLEAN WATER
DIVERSION DITCH

CLEAN WATER DIVERSION DITCH

SOIL STABILIZATION
(METHOD TO BE USED,
STATED ELSEWHERE
IN PLANS)

EROSION CONTROL
VEGETATION OR
OTHER COVER

FLOW

MATERIALS

SEDIMENT BARRIER

WATERCOURSE CROSSING
THE PROJECT SITE
(SEE WK. NO. ECD-17 FOR
TEMPORARY STREAM CROSSING)

FOR INLET PROTECTION
SEE WK. NO. ECD-11 —

TEMPORARY EARTH BERM
AND SLOPE DRAINS
SEE WK. NO. BAS-A.

TEMPORARY BRUSH
BARRIER SEE
WK. NO. ECD-2.

SILT FENCE
"SMILE CONFIGURATION"
SEE NOTE 2 THIS SHEET
AND WK. NO. ECD-2

SAND BAGS ON
HARD SURFACES
(SEE NOTE 3) —

— TEMPORARY ROCK DITCH CHECK
WITH SUMP EXCAVATION
SEE WK, NO. ECD-10

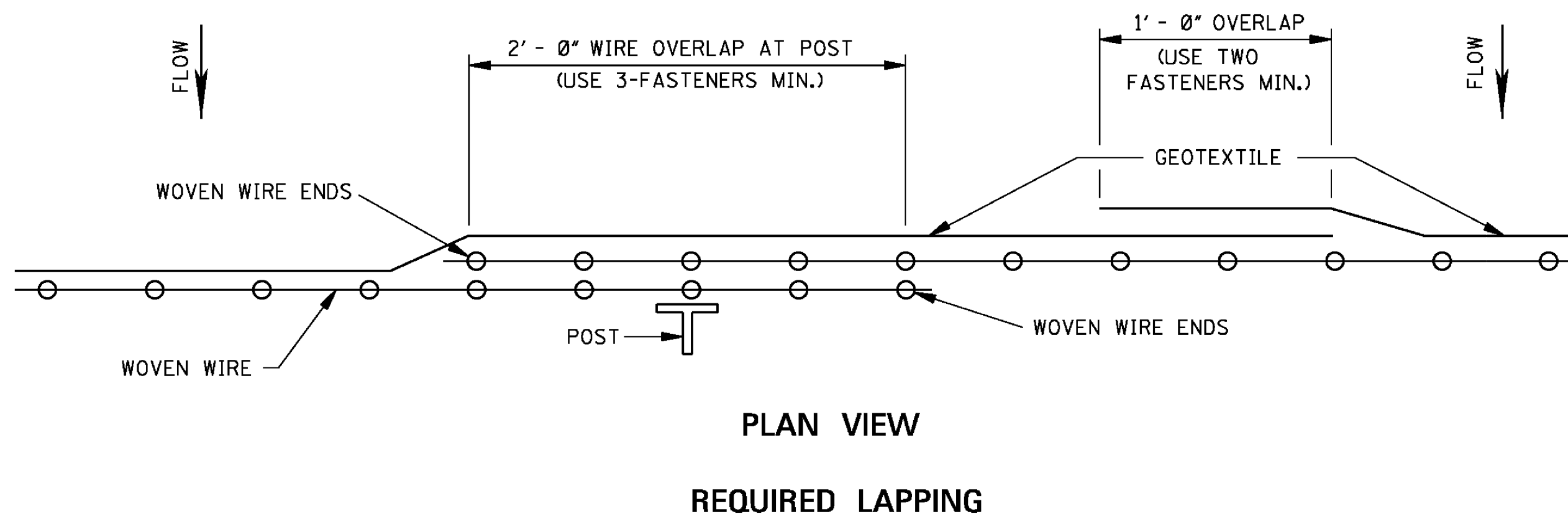
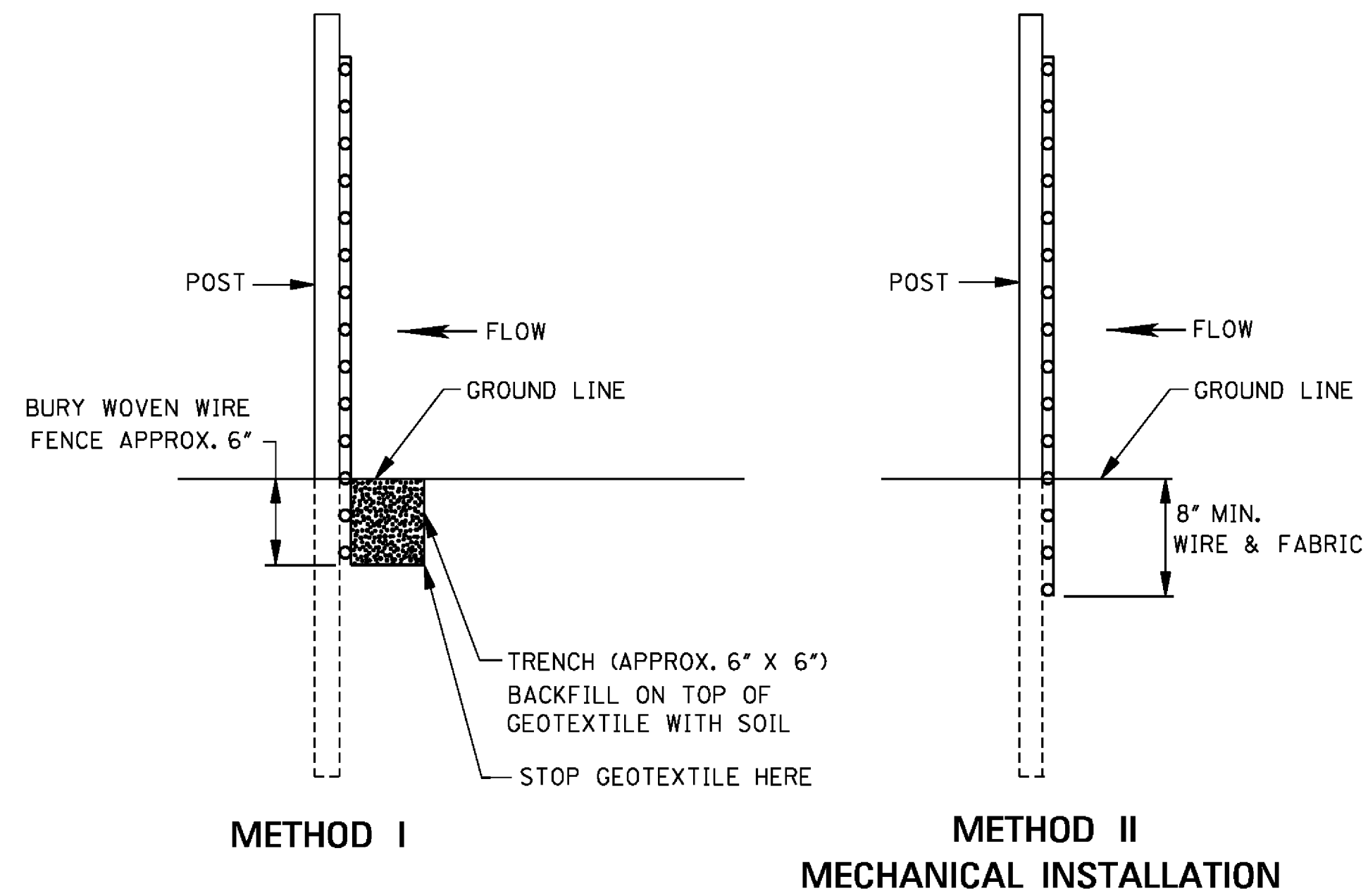
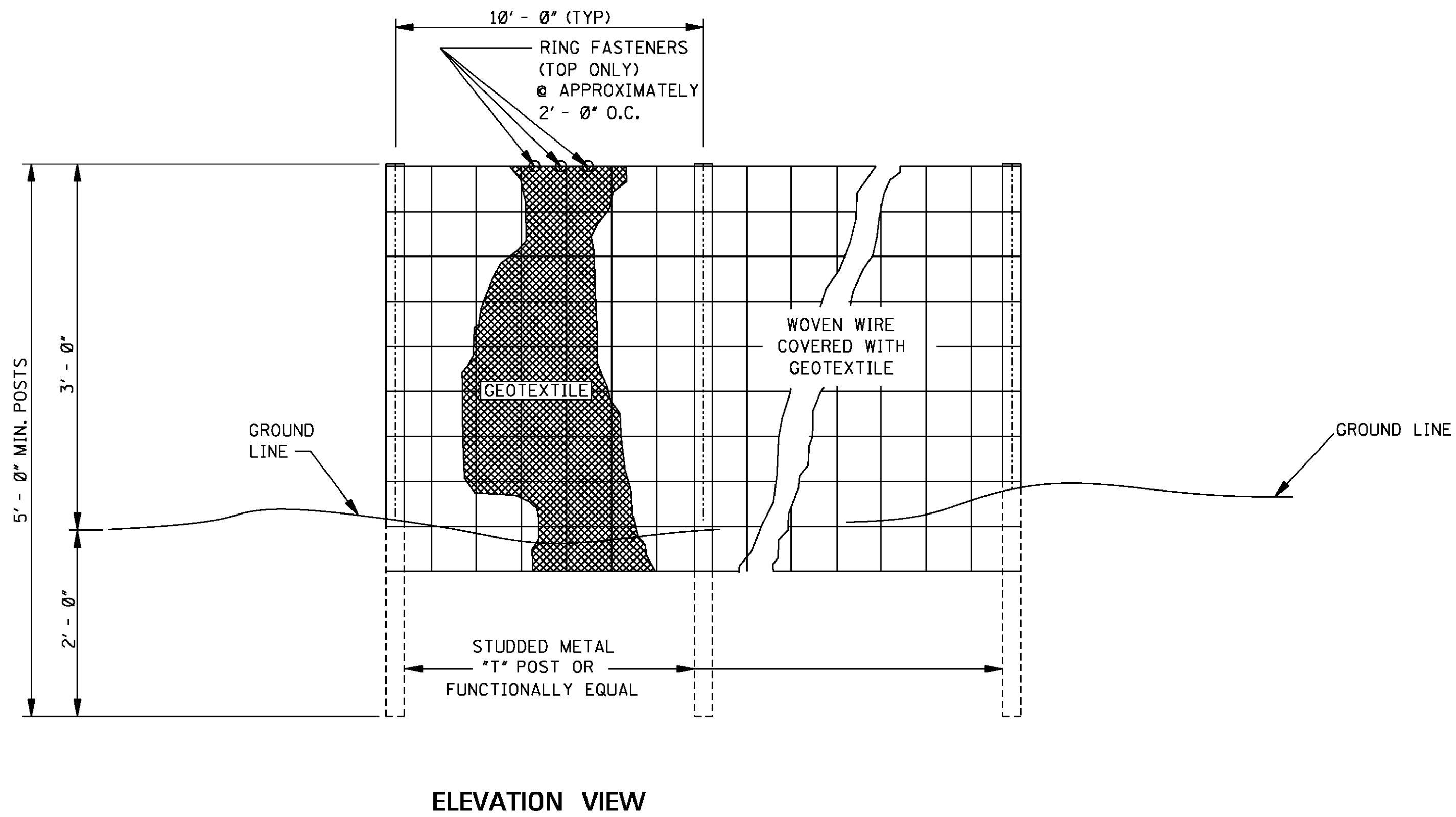
ABUTMENT SLOPE TOE BERM
SEE NOTE 6.

FOR TURBIDITY CURTAIN
SEE WK. NO. ECD-20

FOR TEMPORARY STREAM
CROSSING SEE WK.
NO. ECD-17.

DRAWING No.: 11285

STATE	PROJECT NO.
MISS.	

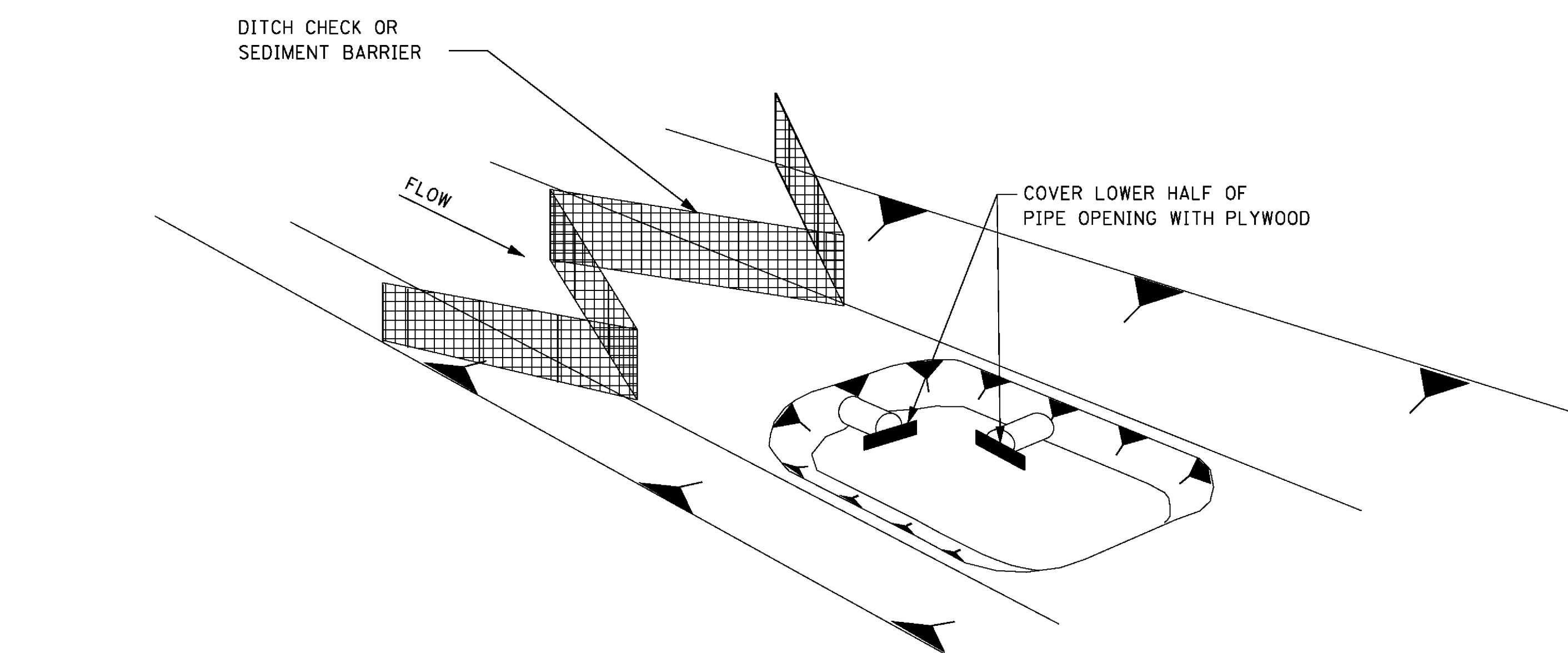


GENERAL NOTES:

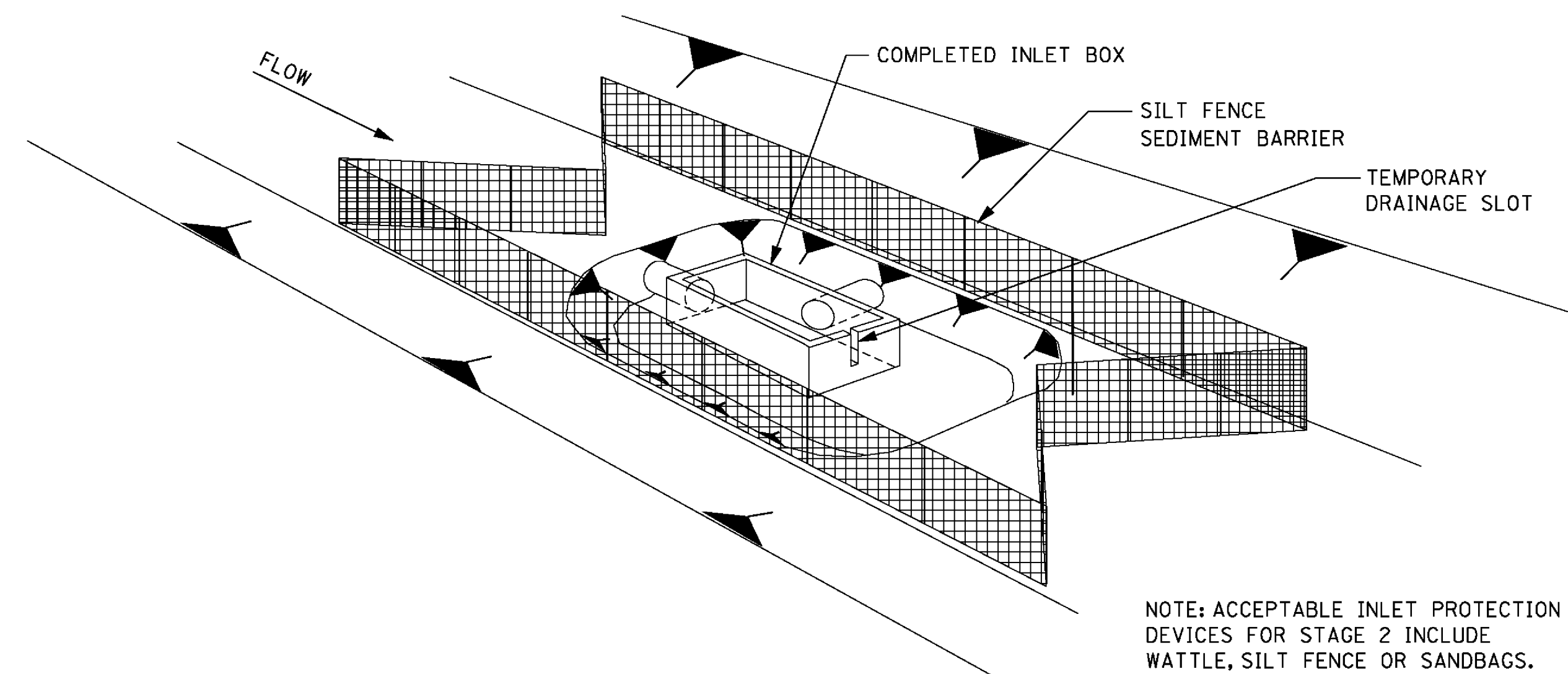
1. SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AN FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
7. WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
				REVISION	DETAILS OF SILT FENCE INSTALLATION	
				DATE		
				ISSUE DATE:	AUGUST 01, 2017	
					WORKING NUMBER ECD-3	SHEET NUMBER 6103

STATE	PROJECT NO.
MISS.	



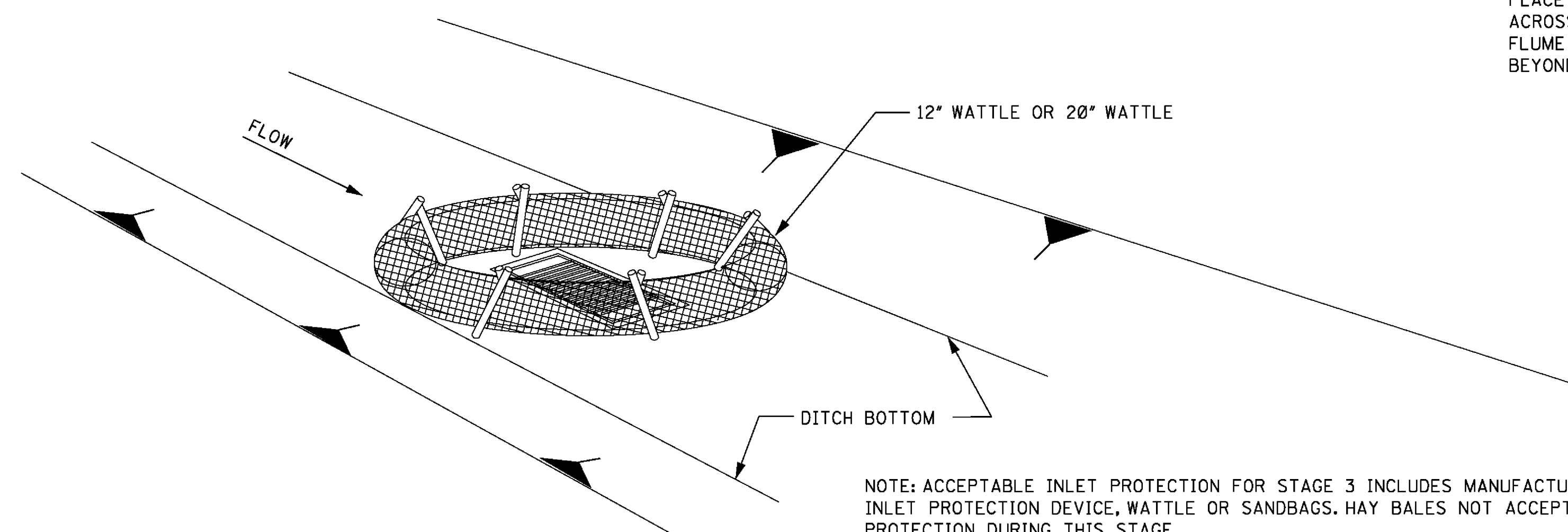
STAGE 1
INLET/JUNCTION BOX LOCATION EXCAVATED



STAGE 2

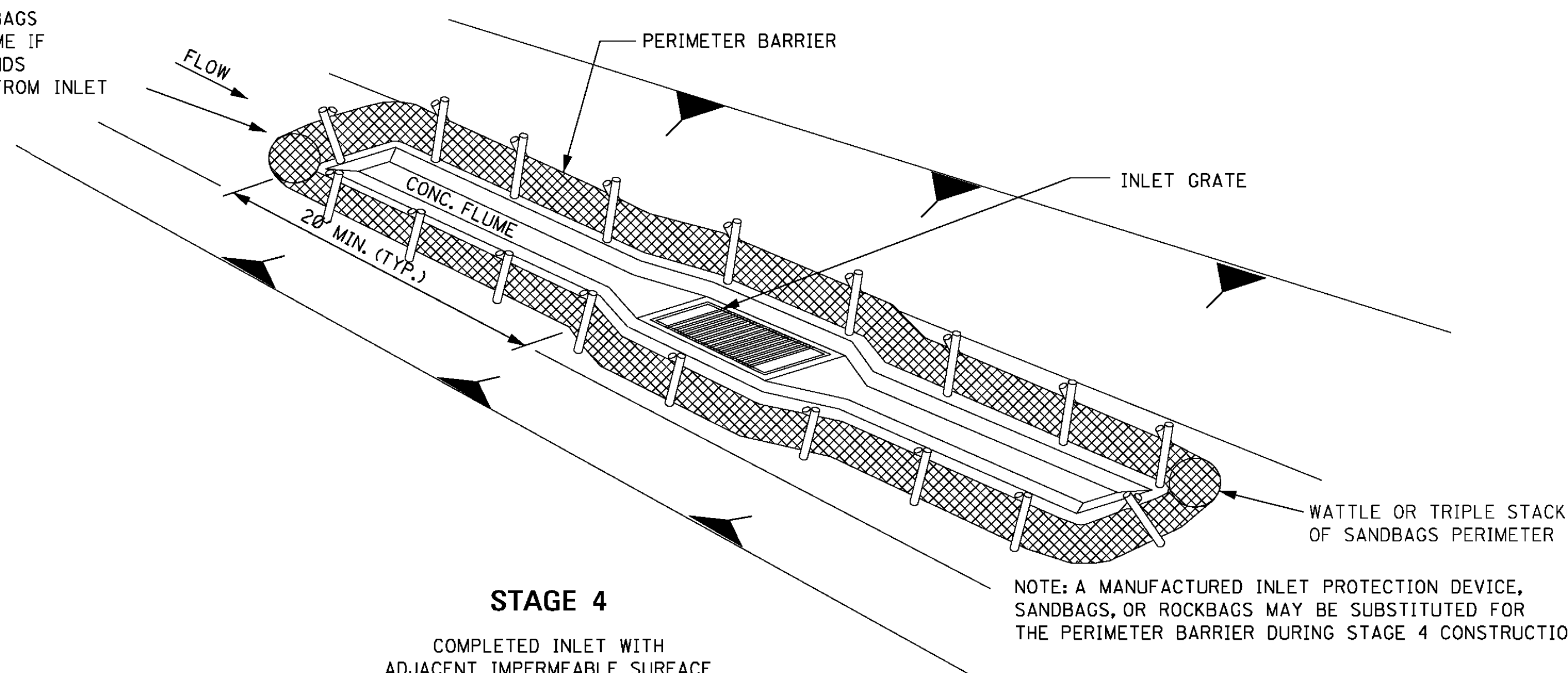
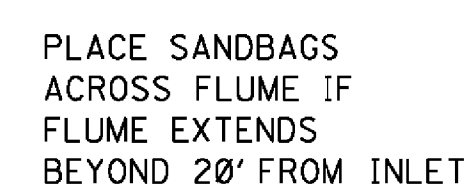
INLET/JUNCTION BOX
CONSTRUCTED BUT NOT BACKFILLED

NOTE: ACCEPTABLE INLET PROTECTION
DEVICES FOR STAGE 2 INCLUDE
WATTLE, SILT FENCE OR SANDBAGS.
HAY BALE PROTECTION NOT ACCEPTABLE
DURING THIS PHASE.



STAGE 3

NOTE: ACCEPTABLE INLET PROTECTION FOR STAGE 3 INCLUDES MANUFACTURED INLET PROTECTION DEVICE, WATTLE OR SANDBAGS. HAY BALES NOT ACCEPTABLE PROTECTION DURING THIS STAGE.



STAGE 4

COMPLETED INLET WITH
ADJACENT IMPERMEABLE SURFACE

NOTE: A MANUFACTURED INLET PROTECTION DEVICE, SANDBAGS, OR ROCKBAGS MAY BE SUBSTITUTED FOR THE PERIMETER BARRIER DURING STAGE 4 CONSTRUCTION.

DITCH INLET CONSTRUCTION STAGES

NOTES:

1. DRAINAGE STRUCTURE BACKFILL SHOULD BE PLACED IN STAGE 1 IMMEDIATELY AFTER PIPE INSTALLATION. INLET CONSTRUCTION SHOULD COMMENCE AS SOON AS POSSIBLE AND BE CONTINUOUS THROUGH COMPLETION.
2. CONFIGURATIONS MAY BE ADJUSTED WITH APPROVAL OF THE ENGINEER FOR TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.
3. DURING STAGE 1 AND STAGE 2, SILT FENCE MAY BE REQUIRED UPSLOPE OF THE INLET EXCAVATION AS DIRECTED BY THE ENGINEER.
4. IF SILT FENCE IS INSTALLED AROUND THE INLET INSTALLATION IT SHOULD BE IN A CONFIGURATION THAT WILL ALLOW INLET CONSTRUCTION.
5. FOR INLET PROTECTION TO BE USED IN STAGES 1 AND 2 OF CONSTRUCTION, SEE WK. NO. ECD-12.

[illegible]

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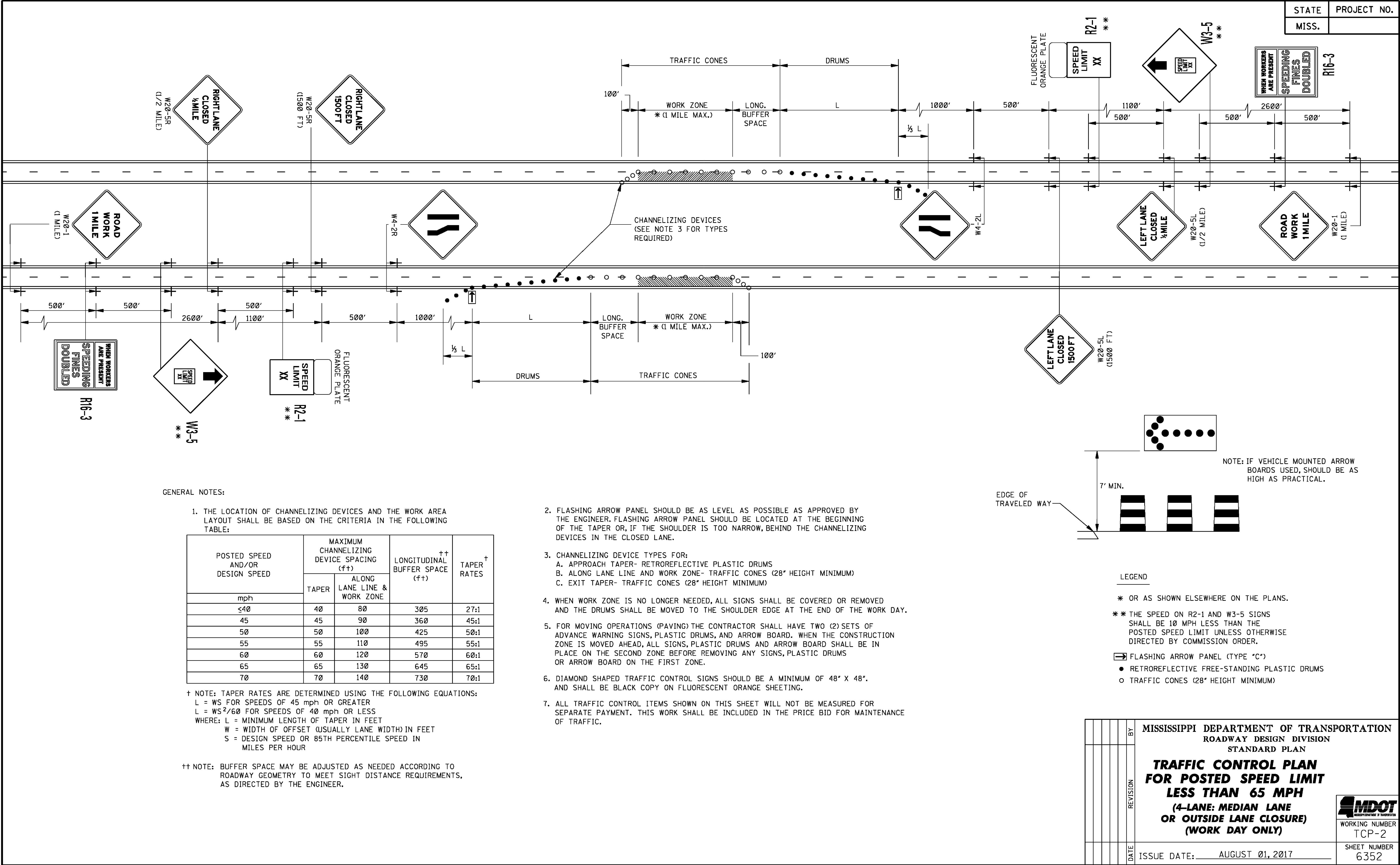
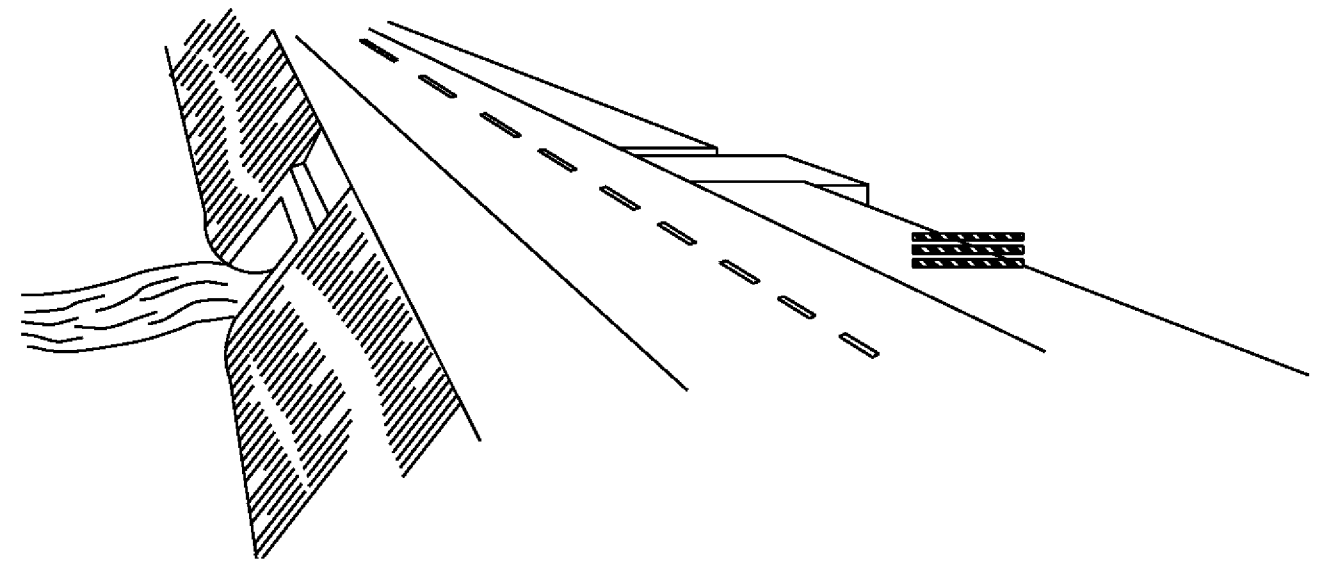
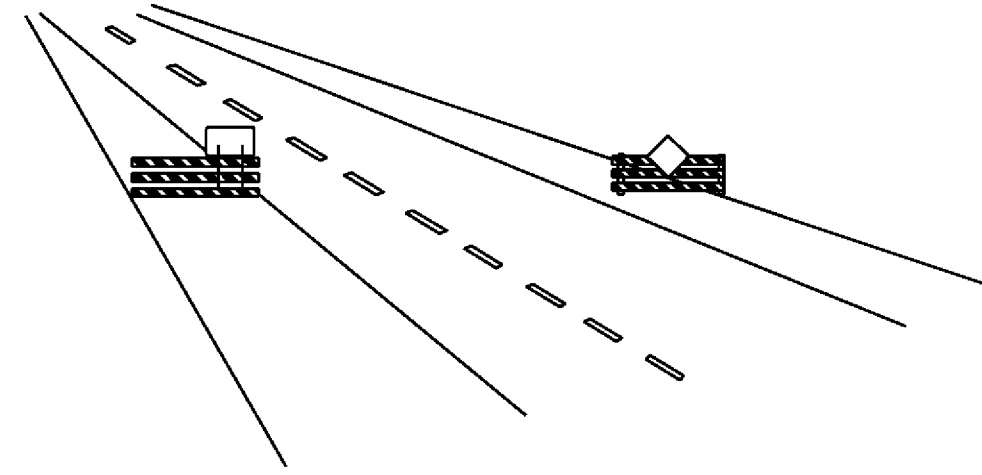
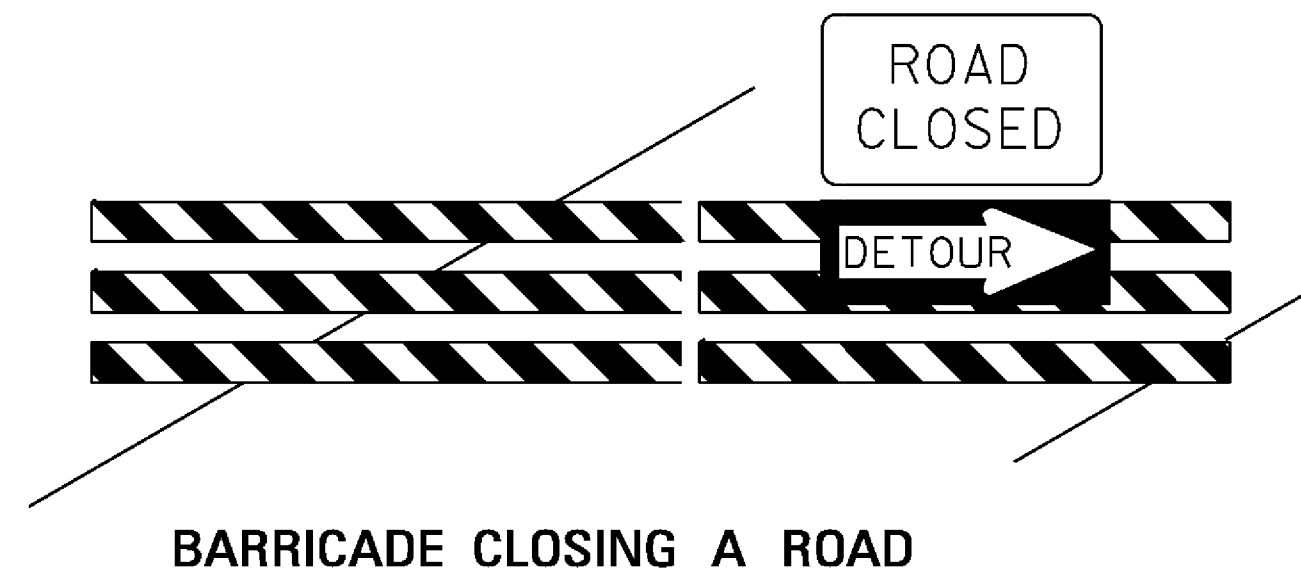


Diagram illustrating the placement of signs:

- TYPE I:** Signs are placed horizontally. The width is labeled as **2' MIN.** and the height is labeled as **8" TO 12"**.
- TYPE II:** Signs are placed vertically. The height is labeled as **3' MIN.** and the width is labeled as **2' MIN.**. The height of the sign itself is also labeled as **8" TO 12"**.



1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
 - A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
 - B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.

	I	II	III
WIDTH OF RAIL **	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL**	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF RETROREFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS

- * 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.
- * 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 IN² OF REFLECTIVE AREA FACING TRAFFIC.

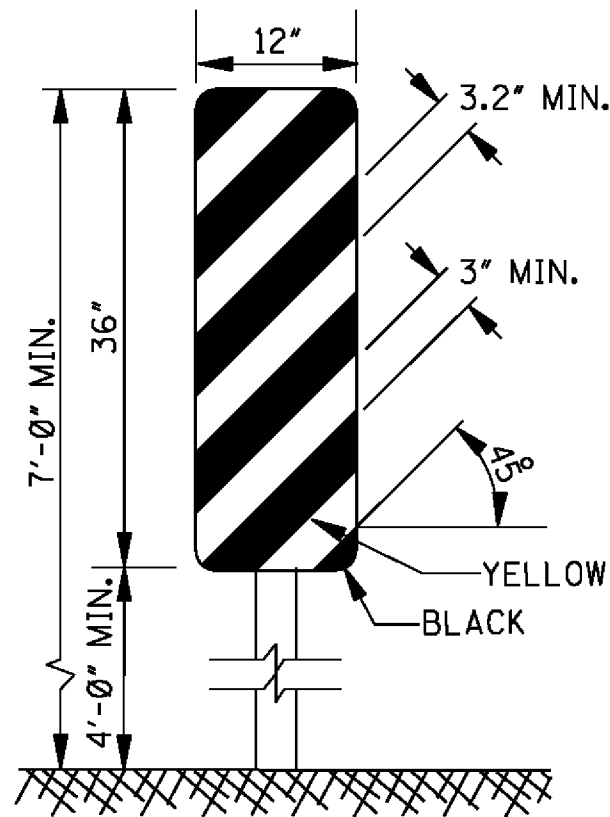


Diagram of a rectangular sign with a chevron design. The sign is 24 inches high and 18 inches wide. The chevron is black, and the background is orange. Labels "ORANGE" and "BLACK" point to the respective colors.

Diagram illustrating the dimensions and materials for a traffic cone:

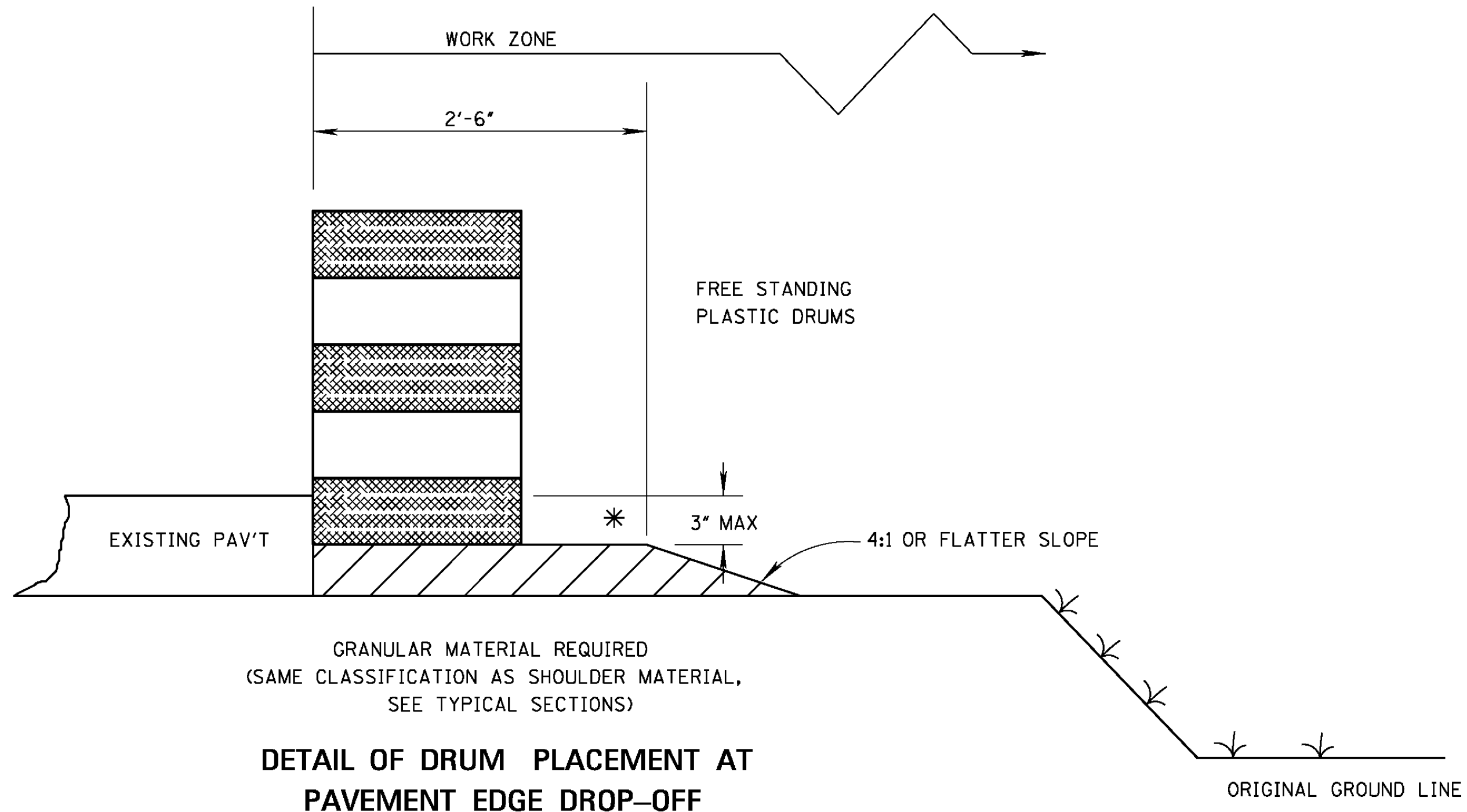
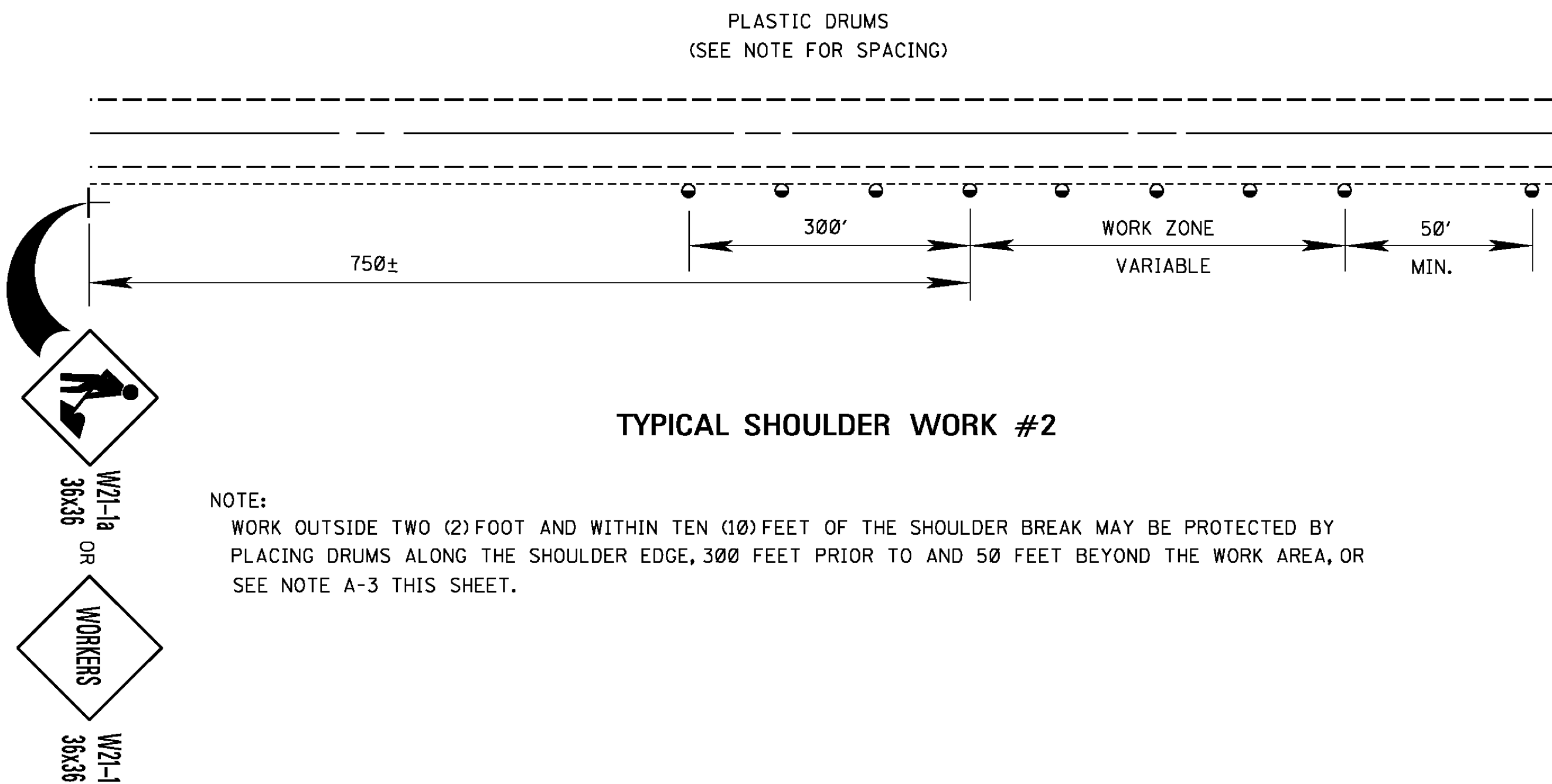
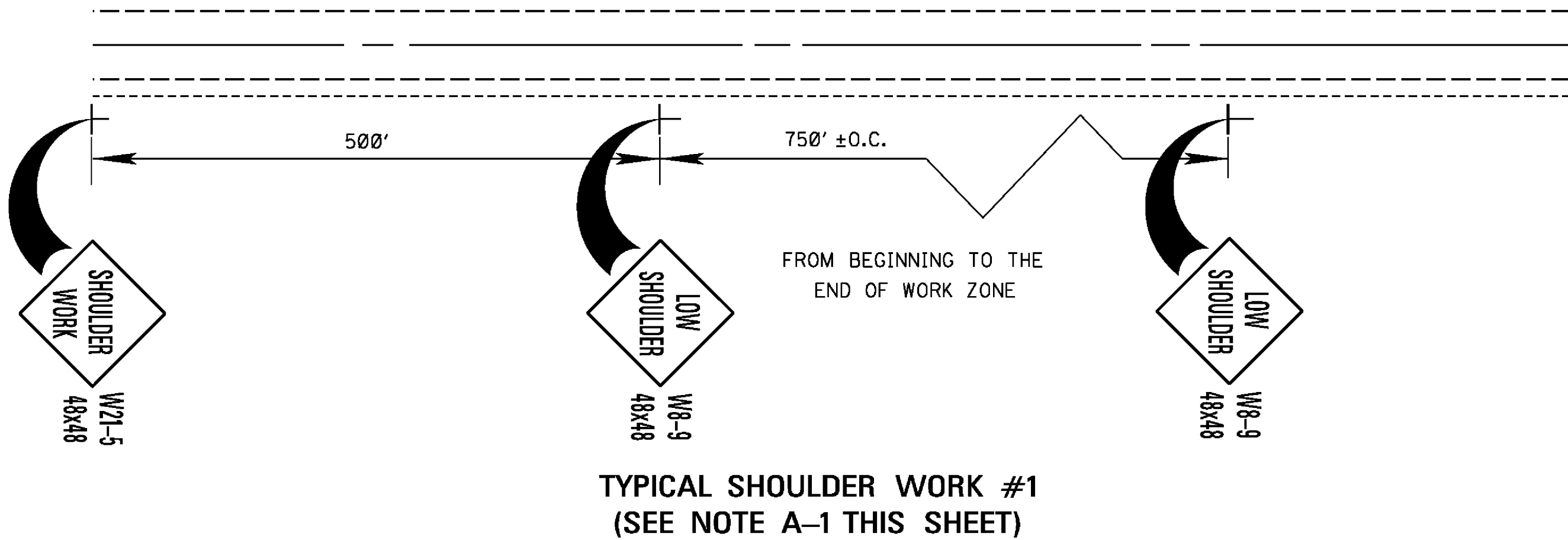
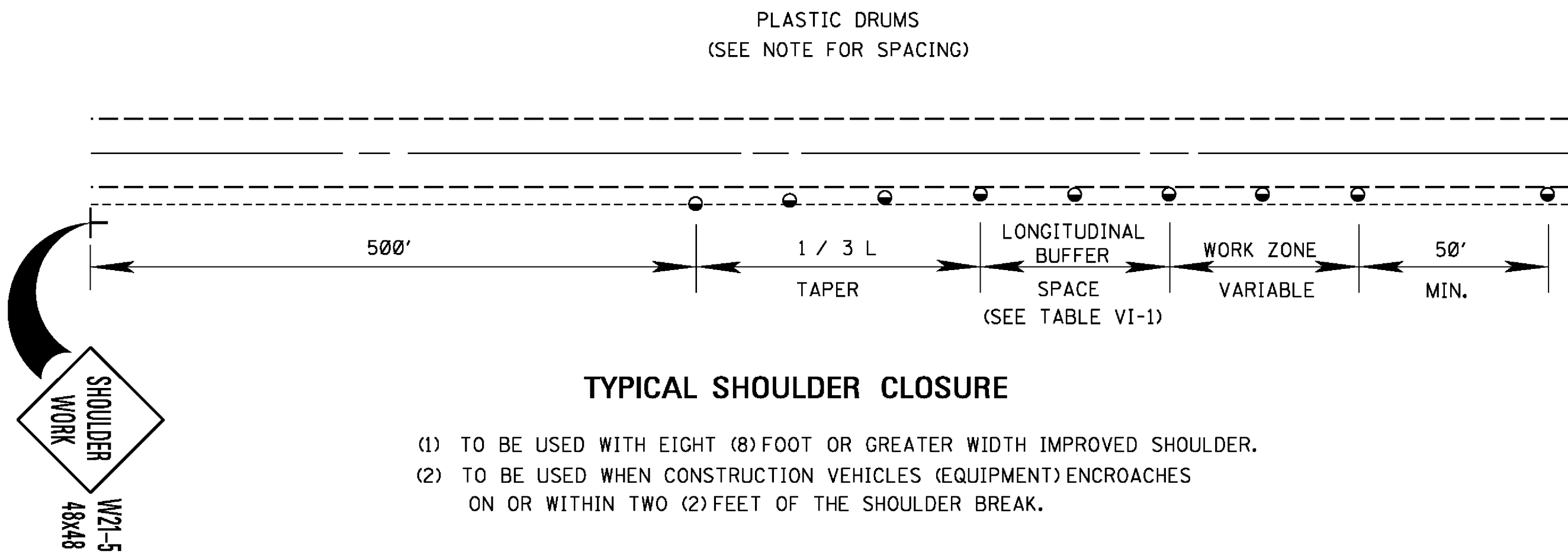
- Top Diameter:** 18" MIN. DIA.
- Height:** 36" MIN.
- Materials:** RETROREFLECTIVE ORANGE (for the top and bottom sections) and RETROREFLECTIVE WHITE (for the middle sections).

1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) RETROREFLECTIVE, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHOULD BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.

G:\PROJECTS\HannuShug_City of 11285-CAD\Drawings\11285-Standard_Drawing.dwg, 6/06, 7/12/19 2:06:01 PM

STATE	PROJECT NO.
MISS.	



NOTES:

* A. PAVEMENT EDGE DROP-OFF

- IF LESS THAN TWO AND ONE QUARTER (2.25) INCHES-NO PROTECTION REQUIRED. PLACE A SHOULDER WORK SIGN (W21-5) 500 FEET IN ADVANCE OF WORK ZONE SHOULDER AND A LOW SHOULDER SIGN (W8-9) AT THE BEGINNING AND THROUGHOUT THE WORK ZONE @ (750'±O.C.).
- TWO AND ONE QUARTER TO THREE INCHES-PLACE DRUMS, VERTICAL PANELS OR BARRICADES EVERY 100 FEET ON TANGENT SECTIONS FOR SPEEDS OF 50 MILES PER HOUR OR GREATER. CONES MAY BE USED IN PLACE OF DRUMS, PANELS, AND BARRICADES DURING DAYLIGHT HOURS. FOR TANGENT SECTIONS WITH SPEEDS LESS THAN 50 MILES PER HOUR AND FOR CURVES, DEVICES SHOULD BE PLACED EVERY 50 FEET. SPACING FOR TAPERS SHOULD BE IN ACCORDANCE WITH THE M.U.T.C.D. (1 / 3 L, WHERE L IS THE TAPER LENGTH IN FEET.)
- GREATER THAN THREE (3) INCHES-POSITIVE SEPARATION OR WEDGE WITH 4:1 OR FLATTER SLOPE NEEDED. IF THERE IS EIGHT (8) FEET OR MORE DISTANCE BETWEEN THE EDGE OF TRAVEL LANE AND DROP-OFF, THEN DRUMS, PANELS OR BARRICADES MAY BE USED.
- FOR TEMPORARY CONDITIONS, DROP-OFFS GREATER THAN THREE (3) INCHES MAY BE PROTECTED WITH DRUMS, VERTICAL PANELS OR BARRICADES FOR SHORT DISTANCES DURING DAYLIGHT HOURS WHILE WORK IS BEING DONE IN THE DROP-OFF AREA.
- LESSER TREATMENTS THAN THOSE DESCRIBED ABOVE MAY BE CONSIDERED FOR LOW-VOLUME LOCAL STREETS.

B. DRUM SPACING

- TANGENTS = 2 X S
- TAPERS = L / 3
WHERE L = S X W
L = TAPER LENGTH IN FEET
S = SPEED IN MPH (POSTED OR 85 PERCENTILE)
W = WIDTH OF OFFSET IN FEET

C. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET SHALL BE PAID FOR UNDER MAINTENANCE OF TRAFFIC.

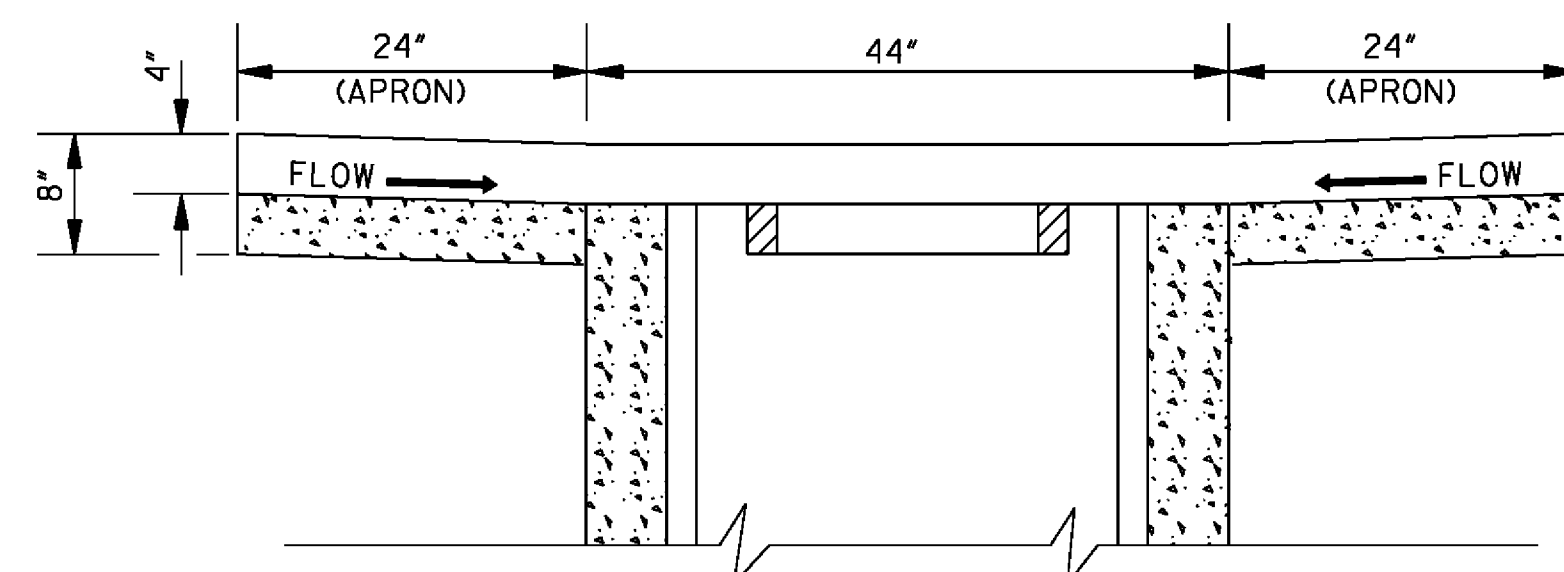
TABLE VI-1. GUIDELINES FOR LENGTH OF
LONGITUDINAL BUFFER SPACE

* * SPEED (MPH)	LENGTH (FEET)
20	35
25	55
30	85
35	120
40	170
45	220
50	280
55	335
60	415
65	485

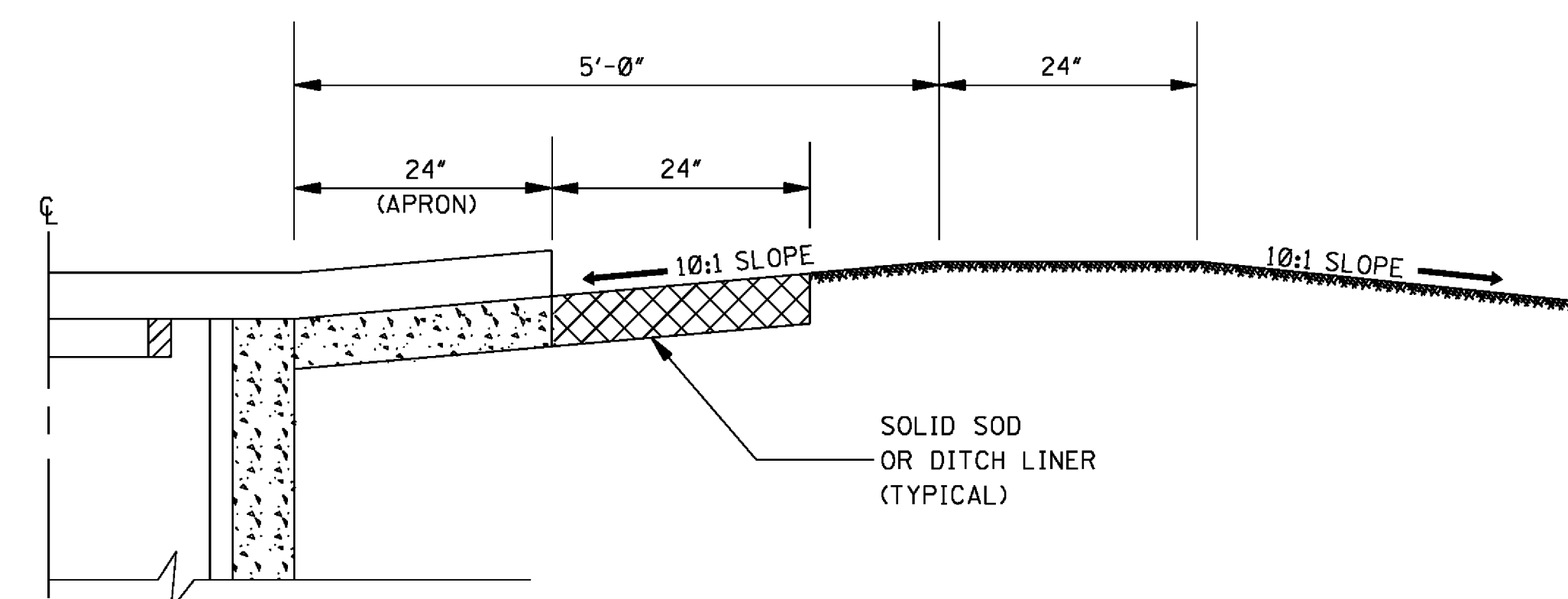
* * POSTED SPEED, OFF-PEAK 85 PERCENTILE SPEED PRIOR TO WORK STARTING, OR THE ANTICIPATED OPERATING SPEED IN MPH.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	TRAFFIC CONTROL DETAILS DRUM PLACEMENT AND SHOULDER CLOSURE
				DATE	ISSUE DATE: AUGUST 01, 2017
					MDOT WORKING NUMBER TCP-16 SHEET NUMBER 6366

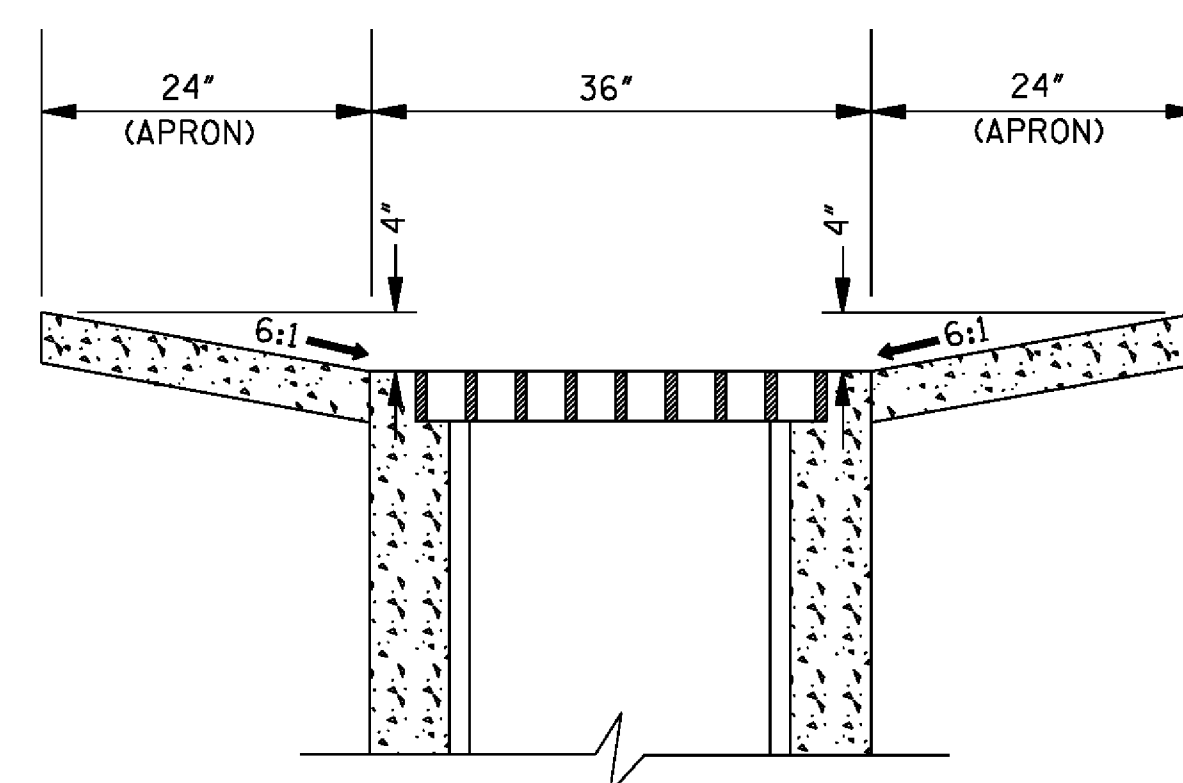
STATE	PROJECT NO.
MISS.	



SECTION A-A
NOTE: APRON REINFORCEMENT & SOLID
SOD NOT SHOWN (SEE SECTION C-C).



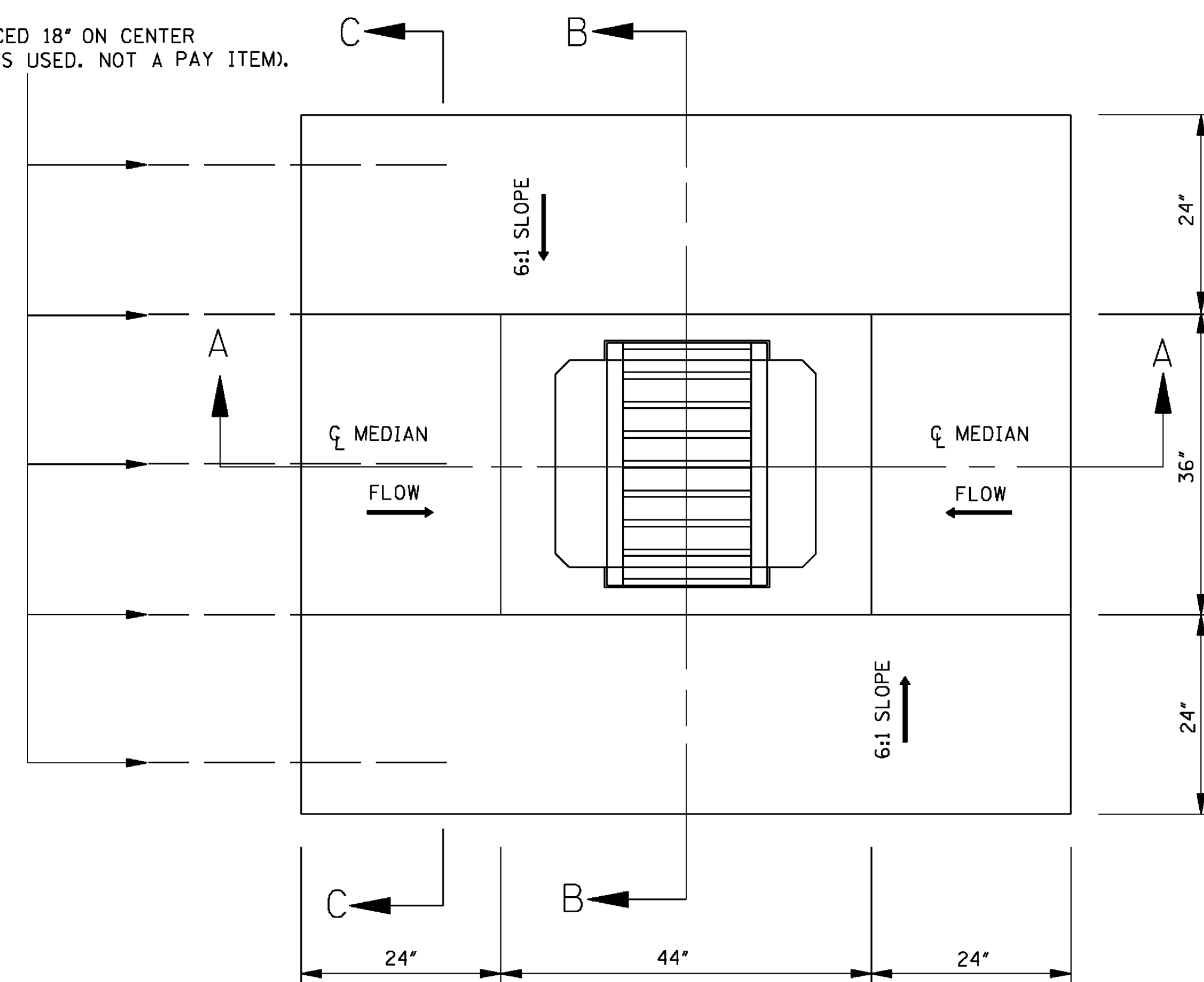
HALF SECTION A-A SHOWING DITCH PLUG



SECTION B-B

NOTE: APRON REINFORCEMENT & SOLID
SOD NOT SHOWN (SEE SECTION C-C).

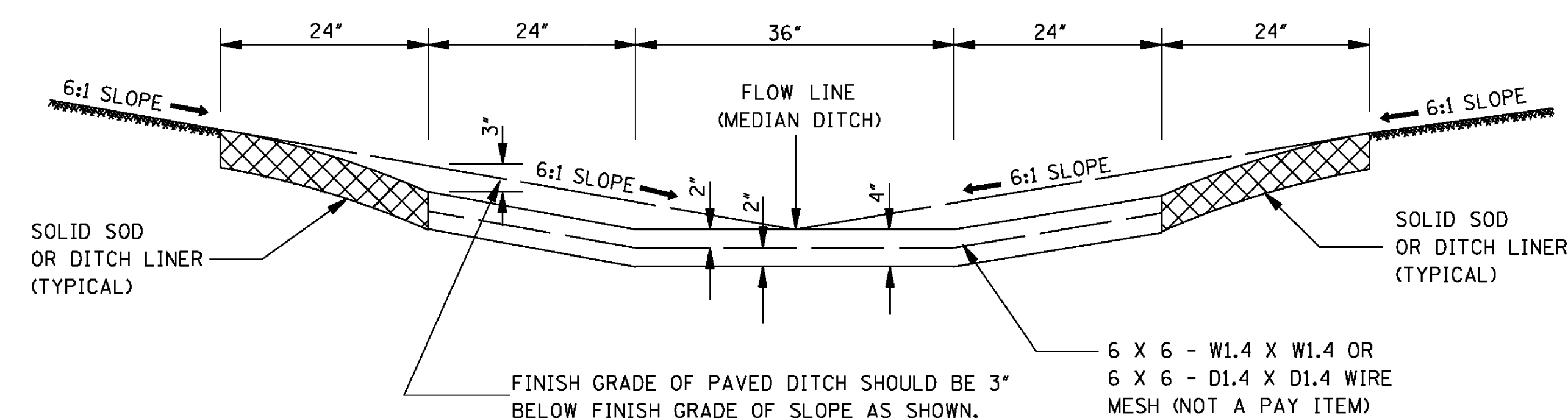
TYPICAL #4 BARS, 30" LONG, SPACED 18" ON CENTER
(REQUIRED WHERE PAVED DITCH IS USED. NOT A PAY ITEM).



PLAN OF INLET & PAVED APRON

GENERAL NOTES:

1. CONSTRUCTION JOINTS TO BE TIED WITH 5 #4 BARS, 30" LONG, SPACED 18" ON CENTER. EXPANSION JOINT WILL NOT BE USED. CHAIR SUPPORTS FOR THE WIRE MESH WILL NOT BE REQUIRED. HOWEVER, THE CONTRACTOR SHALL PLACE THE WIRE MESH IN A SATISFACTORY AND WORKMANLIKE MANNER TO ENSURE THAT THE FINAL POSITION IS REASONABLY NEAR THE POSITION INDICATED.
2. PAVED APRON TO BE CONSTRUCTED AND PAID FOR IN ACCORDANCE WITH THE REQUIREMENTS FOR PAVED DITCHES.
3. 0.532 yd³ CLASS "C" CONCRETE REQUIRED.
4. QUANTITY SHOWN WILL BE USED AS THE BASIS FOR FINAL PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.



SECTION C-C

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN PAVED INLET APRON AND MEDIAN DITCH PLUG	 WORKING NUMBER PA-1
			DATE	ISSUE DATE: <u> AUGUST 01, 2017 </u>		

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the **City of Hattiesburg**, MISSISSIPPI, will receive sealed bids until 10:00 AM on March 12, 2020 in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location opened and read aloud for furnishing the City's requirements for the following:

DRAINAGE AT CITIZENS NATIONAL BANK HATTIESBURG, MISSISSIPPI

Official bid documents may be obtained from www.sd-wprojects.com upon a deposit of \$100.00, non-refundable. All plan holders are required to have a valid email address for registration. Electronic bids can be submitted in person or electronically at www.sd-wprojects.com. For any questions relating to website registration, online orders, or the electronic bidding process, please call Plan House Printing at 601-336-6378. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID:

DRAINAGE AT CITIZENS NATIONAL BANK HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 4th day of February, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on February 12th and February 19th, 2020
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, February 4, 2020

Re: Approve and authorize issuance of manual check for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
File Number: 2020-70
Minute Book #

Summary

Approve and authorize issuance of manual check for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}

Recommendation Statement

I recommend issuance of this manual check for CDBG Program Claims per attached Memorandum.

Please place this on the February 4, 2020 City Council meeting for consideration.

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Urban Development

SUBJECT: Authorize issuance of manual check for CDBG Program claims

DATE: January 24, 2020

The following request for payment is being submitted for approval during the City Council's February 4, 2020 meeting. Please authorize and approve issuance of a manual check for the claim listed below:

Recipient:	Rita Sykes
Activity:	Relocation assistance
Program:	CDBG
Project Site:	112 Lesley Lane
Amount Requested:	\$900.00
Purpose of Request:	Draw #2 – February 1-29, 2020



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Chris McGee, Director of Parks and Recreation

cc:

Date: Tuesday, February 4, 2020

Re: Approve the corrected deed for grave space for Myles Dowdy, located at South Half (S 1/2) of the Northwest Quarter (NW 1/4), Section 34, Lot 78, the original deed was approved on the September 17, 2019 Agenda Minute Book 2019 Page 229.
File Number: 2020-71
Minute Book #

Summary

Approve the corrected deed for grave space for Myles Dowdy, located at South Half (S 1/2) of the Northwest Quarter (NW 1/4), Section 34, Lot 78, the original deed was approved on the September 17, 2019 Agenda Minute Book 2019 Page 229.

Recommendation Statement

I am recommending approval of Requisition NO. 2020-7, approve the corrected deed for grave space.

Please place this on the February 4, 2020 City Council meeting for consideration.

Collected Deed

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 Myles Dowdy, 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 78 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 4th day of February, 2020.

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 4th day of February 2020.

My Commission Expires:

NOTARY PUBLIC

Original Deed

MB 2019-229

Recd 10/10/19

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 Myles Dowdy, 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 Northwest Quarter (NW¼)

Lot 78 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.

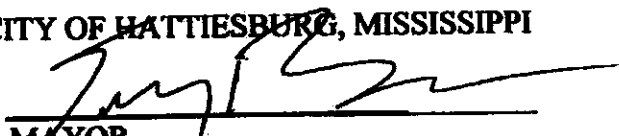
WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of September, 2019.

ATTEST:


CITY CLERK

(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

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



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Chris McGee, Director of Parks and Recreation

cc:

Date: Tuesday, February 4, 2020

Re: Approve the City's purchase of (1) one grave space, located in the South Half (S 1/2) of the Northeast Quarter (NE 1/4), Lot 5, Section 24 at Highland Cemetery, Minute Book 2006-2 Page 350 in the amount of \$ 175.00 from Patricia Bazor authorize manual check for the same.
File Number: 2020-72
Minute Book #

Summary

Approve the City's purchase of (1) one grave space, located in the South Half (S 1/2) of the Northeast Quarter (NE 1/4), Lot 5, Section 24 at Highland Cemetery, Minute Book 2006-2 Page 350 in the amount of \$ 175.00 from Patricia Bazor authorize manual check for the same.

Recommendation Statement

I am recommending approval of Requisition NO. 2020-9, approve the City's purchase of (1) grave space.

Please place this on the February 4, 2020 City Council meeting for consideration.

Date: 01/24/2020

To whom it may concern:

I, Patricia Bazor am requesting to sell back (1) grave space (s)

Located at Highland Cemetery, In Section 24, Lot 5, S 1/2 of the NE 1/4, to the

City of Hattiesburg, which was purchased on April 7th, 2006 at the price

Of \$ 175.⁰⁰ per grave space. Total amount due this request \$ 175.⁰⁰

MB# 2006 Page 2/350

Sincerely,

Patricia Bazor

Mail to:

Patricia Bazor
1043 Old River Rd
DeKal, MS. 39465

Phone#

601-270-9176

Approved By:
Deborah Brumse
01/24/2020

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss.,

4-7-20

Priscilla Bazar

McNee Road Hattiesburg, MS 39401

the grave space described below, subject to Cemetery regulations.

Lot No. 5

Section No.

in Highland

Cemetery

Price of grave space

Price per grave space \$ 175.00

Amount \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By James H. Hines

Supt. of City Cemeteries

check 3051

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 Patricia Bazar, 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
Northeast Quarter (NE¼)

Lot Number: 3

Section Number: 24

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 section 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 18th day of April, 2006.

ATTEST:

Eddie R. Myers
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

Johnny L. DuPree
MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, 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 18th day of April, 2006.

My Commission Expires:

Notary Public State of Mississippi At Large
My Commission Expires July 24, 2007

Martha J. Schmitt
NOTARY PUBLIC

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss. 4-18-2006

SOLD TO:

MC-100-1000

ADDRESS

Patricia Bazar
591 Meeme Road Hattiesburg, MS 39401



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Chris McGee, Director of Parks and Recreation

cc:

Date: Tuesday, February 4, 2020

Re: Approve the City's purchase of (2) grave spaces located in the Southeast Quarter (SE 1/4), Lot 119, Section 22, Highland Cemetery, Minute Book# 47, Page 312, in the amount of \$ 200.00 from Lee M. Jones, Authorize Manual Check for the same.
File Number: 2020-73
Minute Book #

Summary

Approve the City's purchase of (2) grave spaces located in the Southeast Quarter (SE 1/4), Lot 119, Section 22, Highland Cemetery, Minute Book# 47, Page 312, in the amount of \$ 200.00 from Lee M. Jones, Authorize Manual Check for the same.

Recommendation Statement

I am recommending approval of requisition NO. 2020-2, approve the City's purchase of (2) grave spaces.

Please place this on the February 4, 2020 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, February 4, 2020
Re: Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
File Number: 2020-74
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. 2020-1, Approve the sale of grave spaces.

Please place this on the February 4, 2020 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: January 14, 2020

The following represents the grave spaces sold on January 14, 2020.

Dorothy Harrington

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 51, Section 35, Highland Cemetery

Walter Charles Hunter

(1) Space \$ 150.00

East Half (E ½) of the Southwest Quarter (SW ¼)

Lot 146, Section 1, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: January 17, 2020

The following represents the grave spaces sold on January 17, 2020.

John Anthony Tarvin

(1) Space \$ 175.00

West Half (W ½) of the Southwest Quarter (SW ¼)

Lot 57, Section 1, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: January 23, 2020

The following represents the grave spaces sold on January 23, 2020.

Janice Gilbert

(2) Spaces \$ 350.00 (Credit Card)

Southwest Quarter (SW ¼)

Lot 119, Section 38, Highland Cemetery

Horace Michael Davis

(2) spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 112, Section 38, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01-13 20 20

SOLD TO:

Mr. Mrs. Miss Dorothy Harrington

ADDRESS 2951 West Madison St. Apt #104 Louisville, Ky 40211

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 51 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK # 4018

CITY OF HATTIESBURG, MISSISSIPPI

By D. Payton
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01/10/ 20 20

SOLD TO:

Mr. Mrs. Miss Walter Charles Hunter

ADDRESS 1212 Ardedge St. Hattiesburg, ms 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 146 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Boone
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01-09 2020

SOLD TO:

Mr. Mrs. Miss John Anthony Tarvin

ADDRESS 108 Scotland Circle Hattiesburg, MS 39404

desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/2 SW 1/4 Lot No. 57 Section No. 1 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., 1-21 2020

SOLD TO:

Mr. Mrs. Miss

Janice Gilbert

ADDRESS

71 Bent Creek Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW Lot No. 119 Section No. 38 in Highland Cemetery

Number of grave spaces

2

Price per grave space \$ 175.00

Price Received \$

350.00

CITY OF HATTIESBURG, MISSISSIPPI

By

David Gibson
Supt. of City Cemeteries

Credit card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss. 1-15 2020

SOLD TO:

Mr. Mrs. Miss

Horace Michael Davis

ADDRESS

899 Piths Rd Apt #1 Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW Lot No. 112 Section No. 38 in Highland Cemetery

Number of grave spaces

2

Price per grave space \$

175.00

Price Received \$

350.00

CITY OF HATTIESBURG, MISSISSIPPI

By

David Gibson
Supt. of City Cemeteries

Cash

\$ 100.00

3322

Date 1-31 2020

Received of

Janice Gilbert

Cash

Check

Credit card

For

Spring Closing

Re. Rev

CITY OF HATTIESBURG

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 Dorothy Harrington, 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 Northeast Quarter (NE¼)

Lot 51 Section 35

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 4th day of February, 2020.

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 4th day of February 2020.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), 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 Walter Charles Hunter, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Southwest Quarter (SW¼)

Lot Number: 146 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill 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 4th day of February, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

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 Deputy 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 4th day of February, 2020.

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 John Anthony Tarvin, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$)

Lot 57 Section 1

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 4th day of February, 2020.

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 4th day of February 2020.

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, Janice Gilbert, 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 119 Section Number 38

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 4th day February, 2020.

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 4th day of February, 2020

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, Horace Michael Davis, 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 (SW $\frac{1}{4}$)

Lot Number 112 Section Number 38

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 4th day February, 2020.

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 4th day of February, 2020

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, February 4, 2020
Re: Approve claims docket for the period ending January 31, 2020.
File Number: 2020-75
Minute Book #

Summary

Approve claims docket for the period ending January 31, 2020.

Recommendation Statement

I recommend approval of the claims docket for the period January 31, 2020.

Please place this on the February 4, 2020 City Council meeting for consideration.

CITY OF HATTIESBURG

DOCKET OF CLAIMS

PERIOD ENDING JANUARY 31, 2020

Date

- 01/29/20

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 ADAMS, ZANE	TRAV ADVANCE	00196346	19002483	TRAV ADV MSFA FIRE 1001 CLASS	01/31/20	275199	230.00-

ADAMS, ZANE							230.00-
Sum							230.00-
00001 AFFORDABLE EMERGENCY LIG	1325	00195817	19002442	RADIO REPR U#20425 POLICE	01/31/20	275200	248.67-
00001 AFFORDABLE EMERGENCY LIG	1342	00196407	19002653	INSTALL EQUIP U#18203 POLICE	01/31/20	275200	425.00-
00001 AFFORDABLE EMERGENCY LIG	1343	00196407	19002654	SIREN SPEAKER U#19705 POLICE	01/31/20	275200	259.18-
00001 AFFORDABLE EMERGENCY LIG	1344	00196407	19002655	WATCHGRD REPR U#19705 POLICE	01/31/20	275200	170.00-

AFFORDABLE EMERGENCY LIG							1,102.85-
Sum							1,102.85-
00001 ALLBRITTON CHAIN SAW & L	68265	00195831	19002503	LAWNMOWER BLADES HEALTH DIV	01/31/20	275201	405.00-
00001 ALLBRITTON CHAIN SAW & L	68266	00196194	19002504	LAWNMOWER REPR PTS HEALTH DIV	01/31/20	275201	201.19-

ALLBRITTON CHAIN SAW & L							606.19-
Sum							606.19-
00001 AMERICAN AIR SPECIALISTS	102533	00196289	19002662	BURST PIPE REPR FIRE ADM BLDG	01/31/20	275203	244.37-
00001 AMERICAN AIR SPECIALISTS	102534	00196289	19002663	VALVE LEAK REPR #1 FIRE STA	01/31/20	275203	550.00-

AMERICAN AIR SPECIALISTS							794.37-
Sum							794.37-
00001 APPLIED CONCEPTS INC	360481	00195737	19002413	RADAR REPAIR POLICE	01/31/20	275204	420.00-

APPLIED CONCEPTS INC							420.00-
Sum							420.00-
00001 AREA DEVELOPMENT PARTNER	INVOICE 65	00196389	19002506	2020 HUBFEST SPONSOR	01/31/20	275205	2,500.00-

AREA DEVELOPMENT PARTNER							2,500.00-
Sum							2,500.00-
00001 AT&T	601545491010	02020274	19002427	SERV 1/8-2/7/20 POL DISPATCH	01/31/20	275206	179.44-
00001 AT&T	601M26940440	00020204	19002428	SERV 1/8-2/7/20 POLICE	01/31/20	275207	76.00-
00001 AT&T	056314932900	02020277	19002447	L/DIST POL DISPATCH 12/15-1/15	01/31/20	275208	43.91-
00001 AT&T	601M26684200	00196423	19002555	INTERACT SUPPORT	01/31/20	275209	6,790.00-
00001 AT&T	601M26491400	00196423	19002556	INTERACT SUPPORT	01/31/20	275210	47.00-

AT&T							7,136.35-
Sum							7,136.35-
00001 AT&T MOBILITY	287273578351	00196230	19002386	WIRELESS SRV 12/19 VARI DEPTS	01/31/20	275211	5,316.96-
00001 AT&T MOBILITY	287273861504	00196228	19002389	GPS TRACKING 12/19 VARI DEPTS	01/31/20	275211	5,152.60-

AT&T MOBILITY							10,469.56-
Sum							10,469.56-

00001 AUTO ARMATURE SERVICE IN 19806	00196259 19002406 BATTERY U#20052 TRAFFIC	01/31/20	275212	179.95-
00001 AUTO ARMATURE SERVICE IN 19645	00195762 19002522 REPR PTS U#14714 & 14715 P/W	01/31/20	275212	357.90-

AUTO ARMATURE SERVICE IN				
Sum				537.85-
00001 AUTOMOTIVE GLASS SPECIAL I234367	00195824 19002419 WINDSHIELD U#19705 POLICE	01/31/20	275213	295.00-

AUTOMOTIVE GLASS SPECIAL				
Sum				295.00-
00001 BANC OF AMERICA PUBLIC C R10052	02020291 19002588 ENERGY PERFORMANCE LEASE 2/20	01/28/20	114194	276,127.00-

BANC OF AMERICA PUBLIC C				
Sum				276,127.00-
00001 BARDING GENERATOR & STAR 172632	00195980 19002490 REPR PTS U#20315 FIRE DEPT	01/31/20	275214	325.95-

BARDING GENERATOR & STAR				
Sum				325.95-
00001 BATTERIES PLUS BULBS #63 P23255979	00196219 19002388 STREAMLIGHT BATTERIES POLICE	01/31/20	275215	71.80-

BATTERIES PLUS BULBS #63				
Sum				71.80-
00001 BERCH, MALCOLM	TRAV ADVANCE 00196429 19002554 TRAV ADV TYLER CONNECT ORLND0	01/31/20	275217	224.00-

BERCH, MALCOLM				
Sum				224.00-
00001 BOURNE BROTHERS PRINTING 73234	00195751 19002422 ANNUAL INSPECTION FORMS	01/31/20	275220	1,050.00-

BOURNE BROTHERS PRINTING				
Sum				1,050.00-
00001 BOY SCOUTS OF AMERICA	INVOICE #15 00196260 19002392 PROGRAM ADVERTISEMENT 2/13/20	01/31/20	275221	1,000.00-

BOY SCOUTS OF AMERICA				
Sum				1,000.00-
00001 BURNS, DAWN	TRAV ADVANCE 00196247 19002396 TRAV ADV TYLER CONNCT ORLANDO	01/31/20	275223	224.00-

BURNS, DAWN				
Sum				224.00-
00001 C D W GOVERNMENT	WNB9031 00196341 19002625 SCANNERS POLICE SECRETARIES	01/31/20	275224	945.17-

C D W GOVERNMENT				
Sum				945.17-
00001 C SPIRE (MEGAGATE)	1499271 00196264 19002394 NETWORK/INTERNET INFO TECH	01/31/20	275225	15,602.28-
00001 C SPIRE (MEGAGATE)	1498491 00196264 19002395 NETWORK/INTERNET INFO TECH	01/31/20	275225	1,308.49-

C SPIRE (MEGAGATE)				
Sum				16,910.77-
00001 C SPIRE BUSINESS (FORMER HM268717	00196442 19002545 MNTHLY TELECONFERENCE COURT	01/31/20	275226	28.95-

C SPIRE BUSINESS (FORMER				
Sum				28.95-

00001	CANON FINANCIAL SERVICES	21006779	00196464	19002590	COPIER 12/1-1/31	PURCHASING	01/31/20	275227	164.25-

CANON FINANCIAL SERVICES									
Sum									164.25-
00001	CARQUEST AUTO PARTS	STOR 14758-135462	00196217	19002402	MOTORCYCLE OIL	POLICE STOCK	01/31/20	275229	148.65-
00001	CARQUEST AUTO PARTS	STOR 14758-135399	00196159	19002414	REPR PTS U#18317	POLICE	01/31/20	275229	133.28-
00001	CARQUEST AUTO PARTS	STOR 14758-135398	00196159	19002415	REPR PTS	POLICE STOCK	01/31/20	275229	122.92-
00001	CARQUEST AUTO PARTS	STOR 14758-135397	00196159	19002416	REPR PTS U#16642	POLICE	01/31/20	275229	204.35-
00001	CARQUEST AUTO PARTS	STOR 14758-135464	00196218	19002424	REPR PTS U#15963	PUB WORKS	01/31/20	275229	443.86-
00001	CARQUEST AUTO PARTS	STOR 14758-135355	00196121	19002426	REPR PTS U#19553	CONSTR ELEC	01/31/20	275229	24.98-
00001	CARQUEST AUTO PARTS	STOR 14758-135605	00196301	19002455	REPR PTS U#16642	POLICE	01/31/20	275229	41.79-
00001	CARQUEST AUTO PARTS	STOR 14758-135604	00196301	19002456	REPR PTS	POLICE STOCK	01/31/20	275229	68.31-
00001	CARQUEST AUTO PARTS	STOR 14758-135703	00196301	19002457	REPR PTS U#16642	POLICE	01/31/20	275229	148.42-
00001	CARQUEST AUTO PARTS	STOR 14758-135602	00196301	19002458	REPR PTS	POLICE STOCK	01/31/20	275229	102.96-
00001	CARQUEST AUTO PARTS	STOR 14758-135603	00196301	19002459	REPR PTS U#16642	POLICE	01/31/20	275229	51.05-
00001	CARQUEST AUTO PARTS	STOR 14758-135601	00196301	19002460	REPR PTS U#16756	POLICE	01/31/20	275229	181.05-
00001	CARQUEST AUTO PARTS	STOR 14758-135441	00196198	19002467	REPR PTS U#15964	PUBLIC WORKS	01/31/20	275229	244.04-
00001	CARQUEST AUTO PARTS	STOR 14758-135442	00196198	19002468	REPR PTS U#15964	PUBLIC WORKS	01/31/20	275229	98.96-
00001	CARQUEST AUTO PARTS	STOR 14758-135028	00195914	19002492	REPR PTS U#14497	TRAFFIC	01/31/20	275229	75.02-
00001	CARQUEST AUTO PARTS	STOR 14758-135773	00196355	19002523	REPR PTS U#20051	PUBLIC WORKS	01/31/20	275229	16.99-
00001	CARQUEST AUTO PARTS	STOR 14758-135995	00196479	19002634	REPR PTS U#16237	STREET	01/31/20	275229	407.67-

CARQUEST AUTO PARTS STOR									
Sum									2,514.30-
00001	CHEM-AQUA	3785728	00196493	19002591	COLLING TOWERS MNT 12/15-25		01/31/20	275232	583.33-

CHEM-AQUA									
Sum									583.33-
00001	CINTAS CORPORATION #J66	4040398716	00196350	19002496	UNIFORMS 1/20	SANIT	01/31/20	275237	139.97-
00001	CINTAS CORPORATION #J66	4040398425	00196350	19002497	UNIFORMS 1/20	SANIT	01/31/20	275237	20.59-
00001	CINTAS CORPORATION #J66	4040398570	00196405	19002517	UNIFORMS 1/20	TRAFFIC	01/31/20	275237	32.27-
00001	CINTAS CORPORATION #J66	4040398690	00196405	19002518	MOP/MAT 1/20	TRAFFIC	01/31/20	275237	7.90-
00001	CINTAS CORPORATION #J66	4040398425	00196390	19002526	UNIFORMS 1/20	PUBLIC WORKS	01/31/20	275237	138.04-
00001	CINTAS CORPORATION #J66	4040398533	00196390	19002527	UNIFORMS 1/20	PUBLIC WORKS	01/31/20	275237	102.65-
00001	CINTAS CORPORATION #J66	4040398702	00196390	19002528	UNIFORMS 1/20	PUBLIC WORKS	01/31/20	275237	77.04-
00001	CINTAS CORPORATION #J66	4040398642	00196390	19002529	UNIFORMS 1/20	PUBLIC WORKS	01/31/20	275237	48.73-
00001	CINTAS CORPORATION #J66	4040398497	00196390	19002530	UNIFORMS 1/20	PUBLIC WORKS	01/31/20	275237	25.66-
00001	CINTAS CORPORATION #J66	4040398610	00196390	19002531	UNIFORMS 1/20	PUBLIC WORKS	01/31/20	275237	23.25-
00001	CINTAS CORPORATION #J66	4040398533	00196390	19002532	UNIFORMS 1/20	PUBLIC WORKS	01/31/20	275237	6.02-
00001	CINTAS CORPORATION #J66	4041011160	00196474	19002606	UNIFORMS 1/27	PUBLIC WORKS	01/31/20	275237	103.46-
00001	CINTAS CORPORATION #J66	4041011113	00196474	19002607	UNIFORMS 1/27	PUBLIC WORKS	01/31/20	275237	83.22-
00001	CINTAS CORPORATION #J66	4041011332	00196474	19002608	UNIFORMS 1/27	PUBLIC WORKS	01/31/20	275237	73.22-
00001	CINTAS CORPORATION #J66	4041011306	00196474	19002609	UNIFORMS 1/27	PUBLIC WORKS	01/31/20	275237	48.73-
00001	CINTAS CORPORATION #J66	4041011155	00196474	19002610	UNIFORMS 1/27	PUBLIC WORKS	01/31/20	275237	25.66-
00001	CINTAS CORPORATION #J66	4041011330	00196474	19002611	UNIFORMS 1/27	PUBLIC WORKS	01/31/20	275237	23.25-
00001	CINTAS CORPORATION #J66	4040398210	00196462	19002612	UNIFORMS 1/20	P/W SHOP	01/31/20	275237	35.72-
00001	CINTAS CORPORATION #J66	4040398436	00196462	19002613	UNIFORMS 1/20	CONSTR	01/31/20	275237	74.29-
00001	CINTAS CORPORATION #J66	4041011210	00196492	19002614	UNIFORMS 1/27	P/W SHOP	01/31/20	275237	46.45-
00001	CINTAS CORPORATION #J66	404011147	00196492	19002615	UNIFORMS 1/27	CONSTR	01/31/20	275237	74.29-
00001	CINTAS CORPORATION #J66	4039222405	00196472	19002616	UNIFORMS 1/06	CEM/FORESTRY	01/31/20	275237	65.45-
00001	CINTAS CORPORATION #J66	4039797158	00196472	19002617	UNIFORMS 1/13	CEM/FORESTRY	01/31/20	275237	65.45-
00001	CINTAS CORPORATION #J66	4040401157	00196472	19002618	UNIFORMS 1/20	CEM/FORESTRY	01/31/20	275237	65.45-

00001	CINTAS CORPORATION #J66	4041013563	00196472	19002619	UNIFORMS 1/27 CEM/FORESTRY	01/31/20	275237	71.40-
00001	CINTAS CORPORATION #J66	4039222281	00196472	19002620	MOP/MAT 1/06 CEM/FORESTRY	01/31/20	275237	15.70-
00001	CINTAS CORPORATION #J66	4039797078	00196472	19002621	MOP/MAT 1/13 CEM/FORESTRY	01/31/20	275237	15.70-
00001	CINTAS CORPORATION #J66	4040401103	00196472	19002622	MOP/MAT 1/20 CEM/FORESTRY	01/31/20	275237	15.70-
00001	CINTAS CORPORATION #J66	4041013455	00196472	19002623	MOP/MAT 1/27 CEM/FORESTRY	01/31/20	275237	15.70-
00001	CINTAS CORPORATION #J66	4041011313	00196550	19002666	UNIFORMS 1/27 TRAFFIC	01/31/20	275237	32.27-
00001	CINTAS CORPORATION #J66	4041011425	00196550	19002667	MOP/MAT 1/27 TRAFFIC	01/31/20	275237	7.90-
00001	CINTAS CORPORATION #J66	4041011388	00196507	19002678	UNIFORMS 1/27 SANIT	01/31/20	275237	150.41-

CINTAS CORPORATION #J66								
Sum								1,731.54-
00001	CITY OF HATTIESBURG FUND TRF 3RD 1/20	02020294	19002624	TRF 3RD 1/20	PAYROLL	01/28/20	114215	1,075,727.44-

CITY OF HATTIESBURG FUND								
Sum								1,075,727.44-
00001	COMCAST CABLEVISION OF H	839641073089	00196468	19002595	CABLE 1/20-2/19/20 SANIT	01/31/20	275238	79.48-
00001	COMCAST CABLEVISION OF H	839641073089	00196522	19002649	CABLE 1/15-2/14/20 CITY HALL	01/31/20	275239	334.68-

COMCAST CABLEVISION OF H								
Sum								414.16-
00001	CUSTOM PRODUCTS CORP	330227	00196038	19002423	GALVANIZED SIGN POSTS TRAFFIC	01/31/20	275249	5,852.00-

CUSTOM PRODUCTS CORP								
Sum								5,852.00-
00001	DEARMAN EQUIPMENT	7902	00195599	19002633	INSTALL LIFTS IN NEW POL SHOP	01/31/20	275250	2,776.75-

DEARMAN EQUIPMENT								
Sum								2,776.75-
00001	DEEP SOUTH FIRE TRUCKS I	5319	00196312	19002581	COLLISION REPR U#18098 FIRE	01/31/20	275251	2,800.00-

DEEP SOUTH FIRE TRUCKS I								
Sum								2,800.00-
00001	DELTA FOREMOST CHEMICAL	155247	00196199	19002508	CAR WASH EQUIP POLICE SHOP	01/31/20	275252	961.70-
00001	DELTA FOREMOST CHEMICAL	155016	00196017	19002514	BRAKE/CLUTCH CLEANER FIRE DEP	01/31/20	275252	534.80-

DELTA FOREMOST CHEMICAL								
Sum								1,496.50-
00001	DOWNNS, ADRIAN	TRAV ADVANCE	00196348	19002484	TRAV ADV MSFA FIRE 1001 CLASS	01/31/20	275257	230.00-

DOWNNS, ADRIAN								
Sum								230.00-
00001	EAGLE TIRE AND SERVICE	E-004957	00196299	19002582	TIRES U#20088 FIRE DEPT	01/31/20	275258	671.12-

EAGLE TIRE AND SERVICE								
Sum								671.12-
00001	EATON, KERMA (TRAVEL)	TRAV ADVANCE	00196242	19002397	TRAV ADV TYLER CONNCT ORLANDO	01/31/20	275260	224.00-
00001	EATON, KERMA (TRAVEL)	TRAV ADVANCE	00196531	19002647	TRAV ADV MMCA CNF BAY ST LOUS	01/31/20	275261	92.00-

EATON, KERMA (TRAVEL)								
Sum								316.00-

00001 ECONOMY SUPPLY CO	027149	00196322 19002474 VARI BLADES CONSTR DEPT SHOP	01/31/20	275262	245.45-
00001 ECONOMY SUPPLY CO	026969	00196404 19002636 PLYWOOD NEW SRV CN/SKIP SHOP	01/31/20	275262	63.00-
00001 ECONOMY SUPPLY CO	027235	00196447 19002677 RPLCMNT MAILBOXES SANIT	01/31/20	275262	104.50-

ECONOMY SUPPLY CO					
Sum					412.95-
00001 ELITE SCREEN PRINTING	32460	00195814 19002516 UNIFORM SHIRTS/JACKETS LDC	01/31/20	275263	324.60-

ELITE SCREEN PRINTING					
Sum					324.60-
00001 ELKINS WHOLESALE INC	401891	00195661 19002512 JANIT SUPP ALL FIRE STATIONS	01/31/20	275264	801.72-
00001 ELKINS WHOLESALE INC	403639	00196168 19002513 JANIT SUPP ALL FIRE STATIONS	01/31/20	275264	684.61-
00001 ELKINS WHOLESALE INC	404176	00196294 19002520 SAFETY GLASSES PUBLIC WORKS	01/31/20	275264	78.80-
00001 ELKINS WHOLESALE INC	404154	00195979 19002521 WORK GLOVES PUBLIC WORKS	01/31/20	275264	168.00-

ELKINS WHOLESALE INC					
Sum					1,733.13-
00001 EMERGENCY MEDICAL PRODUC	2127992	00196164 19002444 MEDICAL SUPPLIES FIRE DEPT	01/31/20	275265	1,237.00-

EMERGENCY MEDICAL PRODUC					
Sum					1,237.00-
00001 EMPIRE TRUCK SALES (H'BU CE006160880:		00196182 19002390 RADIATOR REPR U#19947 SANIT	01/31/20	275266	1,010.38-
00001 EMPIRE TRUCK SALES (H'BU CE006160262:		00195757 19002536 REPR PTS SANIT UNITS	01/31/20	275266	867.08-
00001 EMPIRE TRUCK SALES (H'BU CE006161196:		00196384 19002585 REPR PTS U#20090 SANIT	01/31/20	275266	90.05-
00001 EMPIRE TRUCK SALES (H'BU CE006161144:		00196395 19002586 REPR PTS U#20074 SANIT	01/31/20	275266	80.35-

EMPIRE TRUCK SALES (H'BU					
Sum					2,047.86-
00001 EQUIFAX INFORMATION SERV	5695780	00196316 19002441 ONLINE INVESTIGATION POLICE	01/31/20	275267	21.24-

EQUIFAX INFORMATION SERV					
Sum					21.24-
00001 EXELL WATER AND COFFEE,	921175	00196461 19002551 COFFEE SERV M/ADM	01/31/20	275271	72.30-

EXELL WATER AND COFFEE,					
Sum					72.30-
00001 F B I NATIONAL ACADEMY A	31599 SIMS 2	00196282 19002420 2020 MBRSHP DUES MAJOR SIMS	01/31/20	275272	115.00-

F B I NATIONAL ACADEMY A					
Sum					115.00-
00001 F B I NATIONAL ACADEMY-M	REG SIMS 4/2	00196422 19002561 REG SIMS FBI TRAINING 2020	01/31/20	275273	150.00-

F B I NATIONAL ACADEMY-M					
Sum					150.00-
00001 FASTENAL COMPANY	MSHAT223713	00196271 19002475 LEATHER GLOVES CONST A/C DEPT	01/31/20	275274	49.98-
00001 FASTENAL COMPANY	MSHAT222322	00194383 19002533 BOLT BIN ITEMS CONSTR/TRAFFIC	01/31/20	275274	165.50-
00001 FASTENAL COMPANY	MSHAT223245	00195714 19002534 GLOVES CONSTR ELECTRICIAN	01/31/20	275274	123.24-

FASTENAL COMPANY					
Sum					338.72-

00001	FEDERAL EXPRESS	6-905-27210	00196523	19002675	SERVS 1/15/20 ENGR DEPT	01/31/20	275275	28.40-

FEDERAL EXPRESS								
Sum								
00001	FIRE STORE(WITMER ASSOC	2000840	00196019	19002466	FIRE EXTINGUISHERS	01/31/20	275277	28.40- 648.29-

FIRE STORE(WITMER ASSOC								
Sum								
00001	FORREST CTY SUPERVISORS	JAIL 9/19 EX	00196441	19002564	JAIL 9/19 EXPENSES/MEDICAL	01/31/20	275281	648.29- 78,010.19-
00001	FORREST CTY SUPERVISORS	JAIL 10/19	00196441	19002565	JAIL 10/19 EXPENSES/MEDICAL	01/31/20	275281	77,463.93-
00001	FORREST CTY SUPERVISORS	JAIL 11/19	00196546	19002664	JAIL 11/19 EXPENSES/MEDICAL	01/31/20	275281	76,240.00-
00001	FORREST CTY SUPERVISORS	JAIL 12/19	00196546	19002665	JAIL 12/19 EXPENSES/MEDICAL	01/31/20	275281	71,928.72-

FORREST CTY SUPERVISORS								
Sum								
00001	FORREST GENERAL HOSPITAL	EAP CHARGE 2	00196297	19002412	EAP CHARGE 2/20	01/31/20	275282	303,642.84- 1,785.00-

FORREST GENERAL HOSPITAL								
Sum								
00001	FRAZIER, NKRUMAH	TRAV ADVANCE	00196485	19002597	TRAV ADV WASTE CONF GULFPORT	01/31/20	275283	1,785.00- 448.00-

FRAZIER, NKRUMAH								
Sum								
00001	FUELMAN OF MS	BG127044 NP5	00196446	19002552	FUEL CHG 1/10 WILLIAMS PLANNG	01/31/20	275284	448.00- 24.10-

FUELMAN OF MS								
Sum								
00001	FV RECYCLING	2020-0105	00196354	19002498	RECYCLE FEES 1/20 SANIT	01/31/20	275285	24.10- 126.50-
00001	FV RECYCLING	2020-0104	00196354	19002499	RECYCLE FEES 1/20 SANIT	01/31/20	275285	88.00-
00001	FV RECYCLING	2020-0116	00196354	19002500	RECYCLE FEES 1/20 SANIT	01/31/20	275285	98.25-
00001	FV RECYCLING	2020-0149	00196354	19002501	RECYCLE FEES 1/20 SANIT	01/31/20	275285	117.25-
00001	FV RECYCLING	2020-0150	00196354	19002502	RECYCLE FEES 1/20 SANIT	01/31/20	275285	80.25-

FV RECYCLING								
Sum								
00001	GILLILANDS ELECTRONICS S	70982	00196266	19002403	COMPUTER/PHONE CABLING	01/31/20	275288	510.25- 173.98-
00001	GILLILANDS ELECTRONICS S	70964	00196266	19002404	ALARM CODE CHANGES	01/31/20	275288	35.00-
00001	GILLILANDS ELECTRONICS S	71033	00196364	19002481	MNTHLY PHONE RENT POLICE DEPT	01/31/20	275288	884.99-
00001	GILLILANDS ELECTRONICS S	70973	00196435	19002548	VOICEMAIL CHANGE MUN COURT	01/31/20	275288	135.00-
00001	GILLILANDS ELECTRONICS S	71069	00196435	19002549	MNTHLY PHONE RENT MUN COURT	01/31/20	275288	261.99-

GILLILANDS ELECTRONICS S								
Sum								
00001	GIPSON, SHERRY	TRAV ADVANCE	00196246	19002398	TRAV ADV TYLER CONNCT ORLANDO	01/31/20	275289	1,490.96- 224.00-

GIPSON, SHERRY								
Sum								
00001	GLADDEN LAW OFFICE PLLC	0239	00196438	19002559	SRVS PLANN/ZONE/CODE ISSUES	01/31/20	275290	224.00- 777.00-

GLADDEN LAW OFFICE PLLC								
Sum								
								777.00-

00001 GRADY CRAWFORD CONSTRUCT ESTIMATE NO. 00196460 19002568 SRVS PRIORITY ONE BANK PROJ	01/31/20	275291	6,609.25-

GRADY CRAWFORD CONSTRUCT			
Sum			6,609.25-
00001 GULF GUARANTY EMPLOYEE B 200124082930 00196413 19002563 INMATE MED BILLS 12/20-1/23	01/31/20	275295	2,060.15-

GULF GUARANTY EMPLOYEE B			
Sum			2,060.15-
00001 H'BURG CLINIC PA (ACCT#2 1028000103 S 00196315 19002440 PSY TEST LATERAL J SCOTT	01/31/20	275297	300.00-

H'BURG CLINIC PA (ACCT#2			
Sum			300.00-
00001 HANCOCK BANK TRUST & FIN 1/27/20 DUE 02020286 19002587 MDB 2001 BONDS 12/22/08	01/28/20	114193	2,121.67-

HANCOCK BANK TRUST & FIN			
Sum			2,121.67-
00001 HANSON, LISA M TRAV ADVANCE 00196245 19002399 TRAV ADV TYLER CONNCT ORLANDO	01/31/20	275300	224.00-

HANSON, LISA M			
Sum			224.00-
00001 HATTIESBURG HYDRAULICS I 82236 00196268 19002425 COMPRESSION ADAPTER P/W SHOP	01/31/20	275302	37.50-

HATTIESBURG HYDRAULICS I			
Sum			37.50-
00001 HAVARD PEST CONTROL INC 1555567 00020202 19002681 QTRLY SRV LAKEVW PAVILLION	01/31/20	275303	50.00-
00001 HAVARD PEST CONTROL INC 1555577 00020202 19002682 QTRLY SRV TRAFFIC BLDG	01/31/20	275303	45.00-
00001 HAVARD PEST CONTROL INC 1555581 00020202 19002683 QTRLY SRV CITY BARN/SANIT	01/31/20	275303	235.00-

HAVARD PEST CONTROL INC			
Sum			330.00-
00001 HOCANSON, NICHOLAS TRAV REIMB 1 00196352 19002485 TRAVEL MSFA HAZ MATLS TEC CLS	01/31/20	275305	368.00-

HOCANSON, NICHOLAS			
Sum			368.00-
00001 HOL-MAC CORPORATION 362642 00195369 19002445 REPR PTS U#16081 PUB WORKS	01/31/20	275306	844.39-
00001 HOL-MAC CORPORATION 362185 00194379 19002569 REPR PTS U#19948 SANIT	01/31/20	275306	261.83-
00001 HOL-MAC CORPORATION 362920 00195430 19002570 REPR PTS U#16081 HEALTH DIV	01/31/20	275306	446.58-
00001 HOL-MAC CORPORATION 363103 00195827 19002584 REPR PTS U#21387 SANIT	01/31/20	275306	289.35-

HOL-MAC CORPORATION			
Sum			1,842.15-
00001 HOWARD COMPUTERS INC 20-00881846 00195392 19002417 HEADREST PRINTER MOUNTS	01/31/20	275307	2,990.00-
00001 HOWARD COMPUTERS INC 20-00881846 00195844 19002418 FREIGHT CHARGE PO#195392	01/31/20	275307	98.00-

HOWARD COMPUTERS INC			
Sum			3,088.00-
00001 HUB CITY SPOKES 95470 00196325 19002435 CITY WIDE ADS AND NOTICES	01/31/20	275308	205.44-
00001 HUB CITY SPOKES 95472 00196326 19002436 CITY WIDE ADS AND NOTICES	01/31/20	275308	403.08-
00001 HUB CITY SPOKES 95471 00196497 19002589 CITY WIDE ADS AND NOTICES	01/31/20	275308	149.44-

HUB CITY SPOKES			
Sum			757.96-

00001 HUGHES SUPPLY	S157718572.0	00196158	19002476	CRIMPER CONST A/C VAN	01/31/20	275309	40.85-

HUGHES SUPPLY							40.85-
Sum							230.00-
00001 HYATT, MARIO	TRAV ADVANCE	00196347	19002486	TRAV ADV MSFA FIRE 1001 CLASS	01/31/20	275310	230.00-

HYATT, MARIO							230.00-
Sum							364.75-
00001 INSTALLATION PLUS	8306	00196235	19002408	DIESEL LEAK DETECTOR REPAIR	01/31/20	275311	364.75-

INSTALLATION PLUS							364.75-
Sum							46.99-
00001 INTERFACE SECURITY SYSTE	19621667	00196324	19002446	SECURITY 2/20 YTH ART MUSEUM	01/31/20	275312	46.99-
00001 INTERFACE SECURITY SYSTE	19612505	00196416	19002572	SECURITY 2/20 HIGHLAND CEM	01/31/20	275312	34.34-
00001 INTERFACE SECURITY SYSTE	19618226	00196416	19002573	SECURITY 2/19 SOUTH HILL CEM	01/31/20	275312	31.15-

INTERFACE SECURITY SYSTE							112.48-
Sum							190.00-
00001 INTL ASSN OF CHIEFS OF P	0100318	SIMS	00196287	19002421 2020 MBRSHP DUES MAJOR SIMS	01/31/20	275313	190.00-

INTL ASSN OF CHIEFS OF P							190.00-
Sum							72.00-
00001 IRBY, STUART C CO	S011727301.0	00195997	19002686	LIGHT BULBS T DEPOT RESTROOMS	01/31/20	275314	72.00-

IRBY, STUART C CO							72.00-
Sum							3,001.50-
00001 JACKSON COMMUNICATIONS	11655	00195888	19002626	REMOTE SPEAKER MICS	01/31/20	275316	3,001.50-

JACKSON COMMUNICATIONS							3,001.50-
Sum							9,385.02-
00001 KEITHCO PETROLEUM	61289	00196037	19002411	GAS/DIESEL P/W FUEL STATION	01/31/20	275321	9,385.02-

KEITHCO PETROLEUM							9,385.02-
Sum							65.00-
00001 LARRY'S WRECKER SERVICE	7030	00196319	19002443	TOWING U#16414 POLICE	01/31/20	275327	65.00-
00001 LARRY'S WRECKER SERVICE	7017	00195940	19002525	TOWING U#17018 HEALTH DIV	01/31/20	275327	85.00-

LARRY'S WRECKER SERVICE							150.00-
Sum							160.00-
00001 LIL TIRE SHOPPE (BROADW	1097334	00195924	19002509	REPR PTS U#17574 POLICE	01/31/20	275329	160.00-

LIL TIRE SHOPPE (BROADW							160.00-
Sum							175.00-
00001 LINDER, WYVETTA (REFUND)	CEMETERY SPA	02020280	19002540	BUY BACK 1 CEMETERY SPACE	01/24/20	114175	175.00-

LINDER, WYVETTA (REFUND)							175.00-
Sum							39.60-
00001 LINEBARGER GOGGAN BLAIR	12/31/2019	02020290	19002599	POLICE FINES COLL.FEE	01/31/20	275330	39.60-

LINEBARGER GOGGAN BLAIR							39.60-
Sum							39.60-

00001 LONDON, SYLVESTER	TRAV ADVANCE	00196243	19002400	TRAV ADV TYLER CONNCT ORLANDO	01/31/20	275331	224.00-
LONDON, SYLVESTER							-----
Sum							224.00-
00001 MAPLES GAS COMPANY	167732	00196327	19002575	GAS FOR P/W FUEL STATION	01/31/20	275334	10,272.05-
MAPLES GAS COMPANY							-----
Sum							10,272.05-
00001 MCELHANEY PLUMBING INC	283117	00196013	19002489	PLUMB SUPP #1 FIRE STA	01/31/20	275336	39.95-
MCELHANEY PLUMBING INC							-----
Sum							39.95-
00001 MEDICAL ANALYSIS-GHV	10470	00196329	19002438	EMPLOYEE CLINIC MNTHLY FEES	01/31/20	275337	30,945.69-
MEDICAL ANALYSIS-GHV							-----
Sum							30,945.69-
00001 MID SOUTH UNIFORM & SUPP	600643	00193033	19002451	UNIFORM DRESS CAPS POLICE ADM	01/31/20	275338	368.00-
00001 MID SOUTH UNIFORM & SUPP	600819	00195845	19002480	UNIFORM SHIRTS VARI IND/STOCK	01/31/20	275338	163.75-
MID SOUTH UNIFORM & SUPP							-----
Sum							531.75-
00001 MS MUNICIPAL CLERKS & CO REG EATON 3/		00196533	19002648	REG EATON CONF BAY ST LOUIS	01/31/20	275343	165.00-
MS MUNICIPAL CLERKS & CO							-----
Sum							165.00-
00001 MS POWER COMPANY	1/20 GENERAL	00020208	19002605	MNTHLY ELEC-GENERAL	01/31/20	275344	123,098.63-
00001 MS POWER COMPANY	13292-83419	00196524	19002668	SERV VICKERS ESTATE BORE COST	01/31/20	275344	1,593.30-
MS POWER COMPANY							-----
Sum							124,691.93-
00001 MS TURF	311223	00196317	19002571	GRASS SOD FOR CEMETERIES	01/31/20	275345	230.00-
MS TURF							-----
Sum							230.00-
00001 NAFECO-NORTH AMERICA FIR	1019183	00195132	19002465	FIREFIGHTING SAFETY APPAREL	01/31/20	275346	34,325.00-
NAFECO-NORTH AMERICA FIR							-----
Sum							34,325.00-
00001 NATIONAL ALLIANCE ON MEN NAMI CONTRIB		00194245	19002684	NAMI CONTRIBUTION	01/31/20	275347	1,500.00-
NATIONAL ALLIANCE ON MEN							-----
Sum							1,500.00-
00001 NATL INSTIT FOR PUBLIC P REG EVANS 2/		00196345	19002494	REG EVANS PUB PROCUREMENT CLS	01/31/20	275348	695.00-
NATL INSTIT FOR PUBLIC P							-----
Sum							695.00-
00001 NATL TRUST FOR HISTORIC	R2022D3PIF 7	00196439	19002553	2020 MBRSHP DUES ARCHER	01/31/20	275349	195.00-
NATL TRUST FOR HISTORIC							-----
Sum							195.00-

00001 NEEL-SCHAFFER INC	1062242-1062	00196540	19002669	SERVS MS4 STORMWTR PROG MGMT	01/31/20	275350	9,166.67-

NEEL-SCHAFFER INC							
Sum							9,166.67-
00001 OFFICE DEPOT INC	427545408001	00196067	19002448	OFFICE SUPP PLANNING DIV	01/31/20	275352	52.29-
00001 OFFICE DEPOT INC	427544929001	00196067	19002449	OFFICE SUPP/PAPER PLANNING	01/31/20	275352	197.13-
00001 OFFICE DEPOT INC	2374146644	00195988	19002450	COMPUTER/OFFICE SUPP IT DEPT	01/31/20	275352	701.42-
00001 OFFICE DEPOT INC	2375702254	00196028	19002627	COMPUTER EQUIP DETECTIVES	01/31/20	275352	274.95-
00001 OFFICE DEPOT INC	2376055011	00196118	19002635	PRINTER P/W SHOP	01/31/20	275352	204.99-

OFFICE DEPOT INC							
Sum							1,430.78-
00001 OFFICE PRODUCTS PLUS	889662-0	00196255	19002650	PRINTER TONER POLICE DUI DIV	01/31/20	275353	312.86-
00001 OFFICE PRODUCTS PLUS	890180-0	00196353	19002651	OFFICE SUPP POLICE DEPT	01/31/20	275353	1,077.36-
00001 OFFICE PRODUCTS PLUS	887067-0	00195646	19002661	OFFICE/JANIT SUPP FIRE ADM	01/31/20	275353	727.97-

OFFICE PRODUCTS PLUS							
Sum							2,118.19-
00001 PAGE, CHARLES	TRAV ADVANCE	00196484	19002598	TRAV ADV WASTE CONF GULFPORT	01/31/20	275354	448.00-

PAGE, CHARLES							
Sum							448.00-
00001 PARISH TRACTOR (HATTIESB	02-109658	00195911	19002470	REPR PTS U#16724 PUBLIC WORKS	01/31/20	275356	4,548.09-
00001 PARISH TRACTOR (HATTIESB	02-109983	00196360	19002542	REPR PTS U#20373 HEALTH DIV	01/31/20	275356	104.31-

PARISH TRACTOR (HATTIESB							
Sum							4,652.40-
00001 PATTERSON AUTO ELECTRIC	80310	00196280	19002652	REPR PTS U#18316 POLICE	01/31/20	275358	326.11-
00001 PATTERSON AUTO ELECTRIC	80439	00196408	19002656	A/C REPR U#18316 POLICE	01/31/20	275358	300.00-
00001 PATTERSON AUTO ELECTRIC	80433	00196408	19002657	A/C REPR U#18316 POLICE	01/31/20	275358	2,164.60-
00001 PATTERSON AUTO ELECTRIC	80467	00196471	19002658	REPRS U#18316 POLICE	01/31/20	275358	409.55-

PATTERSON AUTO ELECTRIC							
Sum							3,200.26-
00001 PATTERSON, SHERYL	TRAV ADVANCE	00196376	19002487	TRAV ADV DRUG RECOGNITION SCH	01/31/20	275359	184.00-
00001 PATTERSON, SHERYL	TRAV ADVANCE	00196377	19002488	TRAV ADV DRUG RECOGNITION SCH	01/31/20	275359	138.00-
00001 PATTERSON, SHERYL	REIMB FUEL C	00196466	19002592	FUEL CHG REIMB DRUG REC SCHL	01/31/20	275359	23.22-
00001 PATTERSON, SHERYL	FUEL CHARGE	00196466	19002593	FUEL CHG REIMB DRUG REC SCHOL	01/31/20	275359	16.83-

PATTERSON, SHERYL							
Sum							362.05-
00001 PEARL RIVER VALLEY EPA (	1/20 GENERAL	00020208	19002603	MNTHLY 1/20 PUBLIC SERVICES	01/31/20	275360	16.64-

PEARL RIVER VALLEY EPA (							
Sum							16.64-
00001 PEARL TO LEAF RIVER RAIL	LONGLEAF TRA	00196368	19002505	L/L TRACE 1/4 MILL SUPPORT	01/31/20	275361	110,000.00-

PEARL TO LEAF RIVER RAIL							
Sum							110,000.00-

00001 PELLOW, DAVID G	PO#196320 1/	00196320 19002434 SOULFOOD CELEB ENTERTAINMENT	01/31/20	275362	600.00-

PELLOW, DAVID G					600.00-
Sum					600.00-
00001 PIERCE PLUMBING INC	604138	00196445 19002546 PLUMB REPRS COURT RESTROOMS	01/31/20	275364	887.48-

PIERCE PLUMBING INC					887.48-
Sum					887.48-
00001 PILEUM CORPORATION	P50046	00196089 19002578 PREPD BLOCK OF TIME/SUPPORT	01/31/20	275365	4,998.00-

PILEUM CORPORATION					4,998.00-
Sum					4,998.00-
00001 PINE BELT CDJR, INC (MCM 53158		00196002 19002461 REPR PTS POLICE STOCK	01/31/20	275366	440.64-
00001 PINE BELT CDJR, INC (MCM 53398		00196135 19002462 REPR PTS POLICE STOCK	01/31/20	275366	365.40-
00001 PINE BELT CDJR, INC (MCM 53396		00196135 19002463 REPR PTS U#17742 POLICE	01/31/20	275366	52.88-

PINE BELT CDJR, INC (MCM					858.92-
Sum					858.92-
00001 PINE BELT OIL COMPANY IN 10721845		00196193 19002429 GAS FOR P/W FUEL STATION	01/31/20	275367	6,318.01-
00001 PINE BELT OIL COMPANY IN 10719679		00196193 19002430 DIESEL FOR P/W FUEL STATION	01/31/20	275367	4,892.16-
00001 PINE BELT OIL COMPANY IN 10719685		00196328 19002576 DIESEL FOR P/W FUEL STATION	01/31/20	275367	4,411.13-
00001 PINE BELT OIL COMPANY IN 4098052		00196547 19002676 FUEL CHG CONSTR DEPT	01/31/20	275367	32.02-

PINE BELT OIL COMPANY IN					15,653.32-
Sum					15,653.32-
00001 PLUM CREEK ENVIRONMENTAL 9594		00195401 19002477 GREEN/BROWN GARBAGE CANS	01/31/20	275369	26,860.00-

PLUM CREEK ENVIRONMENTAL					26,860.00-
Sum					26,860.00-
00001 PRECISION DELTA CORP	15969	00196258 19002579 DUTY AMMO P/F ACADEMY	01/31/20	275371	1,520.25-

PRECISION DELTA CORP					1,520.25-
Sum					1,520.25-
00001 PRECISION FAB & REFURBIS 00016		00195718 19002507 REPR DOOR KICK PLATES T DEPOT	01/31/20	275372	750.00-

PRECISION FAB & REFURBIS					750.00-
Sum					750.00-
00001 PROGRESSIVE BUSINESS PUB A381361603 1		00196337 19002437 PAYROLL UPDATE SUSCRIPT RNWL	01/31/20	275373	299.00-

PROGRESSIVE BUSINESS PUB					299.00-
Sum					299.00-
00001 PUCKETT RENTS	744525-0001	00195858 19002519 HAND TOOLS PUBLIC WORKS	01/31/20	275374	363.40-

PUCKETT RENTS					363.40-
Sum					363.40-
00001 RICHARD & THOMAS, PLLC	011720	00196527 19002674 PROPERTY TITLE SEARCH-AIRPORT	01/31/20	275376	375.00-

RICHARD & THOMAS, PLLC					375.00-
Sum					375.00-

00001 RICOH CORP	5058133481 &	00196262	19002393	PROD PRINTER CHGS 11-12/19	01/31/20	275377	897.49-
00001 RICOH CORP	5058450887	00196440	19002550	PRINT COUNT 12/19 MUN COURT	01/31/20	275377	12.95-

RICOH CORP							
Sum							
00001 RJ YOUNG COMPANY	INV3479479	00196448	19002557	COPIER 12/16-1/15 MPO DIV	01/31/20	275378	910.44-
00001 RJ YOUNG COMPANY	INV3481791	00196449	19002558	GIS PLOTTER 12/17-1/16/20	01/31/20	275378	174.00-

RJ YOUNG COMPANY							
Sum							
00001 SACKS OUTDOOR SUPPLY	RC1000120138	00196165	19002407	WORKBOOTS PERKINS P/W	01/31/20	275381	312.04-
00001 SACKS OUTDOOR SUPPLY	RC1000120143	00196023	19002452	UNFRMS BURCH PARKING ATTENDNT	01/31/20	275381	109.00-

SACKS OUTDOOR SUPPLY							
Sum							
00001 SANFORD, ANGELA	TRAV ADVANCE	00196244	19002401	TRAV ADV TYLER CONNCT ORLANDO	01/31/20	275382	277.38-

SANFORD, ANGELA							
Sum							
00001 SCOTTS HYDRAULIC SERVICE	39828	00195698	19002471	REPR PTS U#16083 PUBLIC WORKS	01/31/20	275383	224.00-

SCOTTS HYDRAULIC SERVICE							
Sum							
00001 SHERRILL INC	INV-507122	00195659	19002638	BUCKET TRUCK HARNESS CEMETERY	01/31/20	275387	3,047.72-
00001 SHERRILL INC	INV-505938	00195659	19002639	BUCKET TRUCK LANYARD CEMETERY	01/31/20	275387	119.99-

SHERRILL INC							
Sum							
00001 SHOWS DEARMAN & WAITS IN	21215	00196553	19002670	SRVS 1010 DEWEY ST ELEVATION	01/31/20	275388	213.94-
00001 SHOWS DEARMAN & WAITS IN	21214	00196554	19002671	SRVS 1406 SCOTT ST ELEVATION	01/31/20	275388	750.00-
00001 SHOWS DEARMAN & WAITS IN	21247	00196558	19002672	SRVS 2010 ANNEXATION	01/31/20	275388	750.00-

SHOWS DEARMAN & WAITS IN							
Sum							
00001 SIMS, JULIUS HARDY	TRAV ADVANCE	00196415	19002560	TRAV ADV FBI ACADEMY FLOWOOD	01/31/20	275390	14,287.50-

SIMS, JULIUS HARDY							
Sum							
00001 SMITH BROS. COLLISION CN	10045	00195887	19002464	REPRS U#18317 POLICE	01/31/20	275391	188.00-
00001 SMITH BROS. COLLISION CN	10161	00196302	19002482	REPRS U#20422 POLICE	01/31/20	275391	1,931.04-
00001 SMITH BROS. COLLISION CN	10110(A)	00195977	19002659	REPRS U#20429 POLICE	01/31/20	275391	859.10-
00001 SMITH BROS. COLLISION CN	10110(B)	00196517	19002660	ADDL AMT DUE PO#195977	01/31/20	275391	864.60-

SMITH BROS. COLLISION CN							
Sum							
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 12/17	02020287	19002600	POLICE FINES COLL.FEE	01/31/20	275394	4,680.34-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 12/1	02020288	19002601	POLICE FINES COLL.FEE	01/31/20	275394	.60-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT3 12/3	02020289	19002602	POLICE FINES COLL.FEE	01/31/20	275394	94.75-

SOUTHERN FINANCIAL SYSTE							
Sum							
626.89-							

00001 SOUTHERN PINE ELECTRIC P 1/20 GENERAL 00020207 19002544 MNTHLY 1/20 PUBLIC SERVICES	01/31/20	275395	90.51-

SOUTHERN PINE ELECTRIC P			
Sum			90.51-
00001 SOUTHERN TIRE MART LLC (2520024978 00196180 19002391 TIRES ALL SANIT UNITS	01/31/20	275396	8,382.00-
00001 SOUTHERN TIRE MART LLC (2520023065 00195337 19002472 SERV CALL/TIRE/REPR U#20373	01/31/20	275396	209.12-
00001 SOUTHERN TIRE MART LLC (2520022966 00195337 19002473 SERV CALL/TIRE REPRS U#16083	01/31/20	275396	428.60-
00001 SOUTHERN TIRE MART LLC (2520025853 00196314 19002580 TIRES U#14517 FIRE DEPT	01/31/20	275396	2,327.80-

SOUTHERN TIRE MART LLC (			
Sum			11,347.52-
00001 SOUTHGROUP (HATTIESBURG 171458 00196340 19002439 BOND BLKT POSITION SWAP C CLK	01/31/20	275398	138.00-

SOUTHGROUP (HATTIESBURG			
Sum			138.00-
00001 SPECIALTY ABATEMENT SERV 19-SE-0405-0 00196450 19002547 ASBESTOS SAMPLES COURT BLDG	01/31/20	275400	1,100.00-

SPECIALTY ABATEMENT SERV			
Sum			1,100.00-
00001 SPIRE ENERGY 1/20 GENERAL 00020208 19002604 MNTHLY GAS-GENERAL	01/31/20	275401	1,117.89-

SPIRE ENERGY			
Sum			1,117.89-
00001 STAPLES 3436441521 00196211 19002431 OFFICE SUPP LDC ENVIRO COURT	01/31/20	275403	55.29-
00001 STAPLES 3436831954 00196292 19002515 OFFICE SUPP LAND CODE DIV	01/31/20	275403	110.60-

STAPLES			
Sum			165.89-
00001 STRIBLING EQUIPMENT CO L CS006105625: 00196030 19002409 REPR PTS U#17898 HEALTH	01/31/20	275405	44.16-

STRIBLING EQUIPMENT CO L			
Sum			44.16-
00001 SWANA OF MS/SOLID WASTE REG FRAZIER/ 00196482 19002596 REG FRAZIER/PAGE CONF GULFPT	01/31/20	275406	500.00-

SWANA OF MS/SOLID WASTE			
Sum			500.00-
00001 SWANA-SOLID WASTE ASSN/N 2020-1551877 00196444 19002567 MBRSHP RNWL PERKINS	01/31/20	275407	268.00-

SWANA-SOLID WASTE ASSN/N			
Sum			268.00-
00001 TRAFFIC SAFETY WAREHOUSE 70520A 00195566 19002491 SPEED BUMPS/PK STOPS TRAFFIC	01/31/20	275411	7,486.00-
00001 TRAFFIC SAFETY WAREHOUSE 70520A FRT 00196374 19002493 FREIGHT CHARGE PO#195566	01/31/20	275411	799.00-

TRAFFIC SAFETY WAREHOUSE			
Sum			8,285.00-
00001 TRUCKPRO LLC 039-0674496 00195759 19002537 REPR PTS U#20091 SANIT	01/31/20	275412	1,493.04-

TRUCKPRO LLC			
Sum			1,493.04-

00001 TRUCKS PLUS AUTO ACCESSO 40366	00195950 19002583 INSTALL STEP U#20099 FIRE	01/31/20	275413	359.00-

TRUCKS PLUS AUTO ACCESSO				
Sum				359.00-
00001 TVEYES INC	2019-G4630 00196594 19002687 MONITORING SERV 11/1/19-103120	01/29/20	114216	3,600.00-

TVEYES INC				
Sum				3,600.00-
00001 TYLER TECHNOLOGIES INC	025-283779 00182839 19002574 ENERGOV UPGRADE URBAN DEV	01/31/20	275414	787.50-

TYLER TECHNOLOGIES INC				
Sum				787.50-
00001 ULINE	115998290 00196108 19002478 BOOT SCRAPER CEMETERY	01/31/20	275416	68.57-

ULINE				
Sum				68.57-
00001 UNITED FENCE COMPANY	20058 00195311 19002453 FENCE/GATE POLICE SERVICE CTR	01/31/20	275418	4,487.00-
00001 UNITED FENCE COMPANY	20048 00195805 19002454 KENNELS NEW POLICE K-9	01/31/20	275418	1,259.82-

UNITED FENCE COMPANY				
Sum				5,746.82-
00001 UNIVERSITY OF MISSISSIPP REG COLE 3/2	00196509 19002645 REG COLE CLK CNF BAY ST LOUIS	01/31/20	275419	165.00-
00001 UNIVERSITY OF MISSISSIPP REG JOLLY 3/	00196509 19002646 REG JOLLY CLK CNF BAY ST LOUS	01/31/20	275419	165.00-

UNIVERSITY OF MISSISSIPP				
Sum				330.00-
00001 UNIVERSITY TIRE & SERVIC 557474	00196091 19002510 BRAKE REPR U#19709 POLICE	01/31/20	275420	129.95-
00001 UNIVERSITY TIRE & SERVIC 557642	00196091 19002511 ALIGNMENT U#18202 POLICE	01/31/20	275420	79.95-

UNIVERSITY TIRE & SERVIC				
Sum				209.90-
00001 VULCAN SIGNS	351346 00195236 19002405 SIGNAGE STOCK TRAFFIC DEPT	01/31/20	275427	9,656.75-

VULCAN SIGNS				
Sum				9,656.75-
00001 W GEOTECHNICAL AND TESTI 4067	00196525 19002680 PUB SAFETY COMPLEX MATLS TEST	01/31/20	275428	1,450.00-

W GEOTECHNICAL AND TESTI				
Sum				1,450.00-
00001 WAL-MART STORES INC	008657 00195554 19002535 HEATER/SUPP SANIT OFFC/METNGS	01/31/20	275429	86.68-

WAL-MART STORES INC				
Sum				86.68-
00001 WALKER ASSOCIATES	10511 00196529 19002673 SRVS FIRE STA #9 BOUNDARY	01/31/20	275431	645.62-

WALKER ASSOCIATES				
Sum				645.62-
00001 WARING OIL CO (GULFPORT)	001830056 00196169 19002495 PUMP/NOZZLE P/W SHOP	01/31/20	275432	650.00-

WARING OIL CO (GULFPORT)				
Sum				650.00-

00001	WARREN	INC	WI-0078839	00195740	19002469	REPR	PTS	U#12688	PUBLIC WORKS	01/31/20	275433	75.80-
00001	WARREN	INC	WI-0078935	00196195	19002524	REPR	PTS	U#16009	PUBLIC WORKS	01/31/20	275433	268.11-

WARREN INC												
Sum												
00001	WARREN	PAVING	INC	190586.1	00196420	19002566	STRIPING MCLELLAND STREET			01/31/20	275434	343.91-
00001	WARREN	PAVING	INC	11275	00194993	19002594	PAVING JAMESTOWN ROAD			01/31/20	275434	510.00-
00001	WARREN	PAVING	INC	27186	00193528	19002641	HOT ASPHALT VARI LOC			01/31/20	275434	62,265.38-
00001	WARREN	PAVING	INC	27885	00193528	19002642	HOT ASPHALT VARI LOC			01/31/20	275434	281.75-
00001	WARREN	PAVING	INC	27917	00193528	19002643	HOT ASPHALT VARI LOC			01/31/20	275434	304.42-
00001	WARREN	PAVING	INC	28958	00193528	19002644	HOT ASPHALT VARI LOC			01/31/20	275434	210.09-

WARREN PAVING INC												
Sum												
00001	WASTE	MANAGEMENT OF SOUT	0011954-2526	00196506	19002679	RUBBISH DISPOSAL 1/7-15/20			01/31/20	275436	63,768.25-	

WASTE MANAGEMENT OF SOUT												
Sum												
00001	WATCH	GUARD	VIDEO	SRINV0019913	00195836	19002628	DVR REPAIR POLICE			01/31/20	275437	844.14-
00001	WATCH	GUARD	VIDEO	SRINV0019919	00195836	19002629	DVR REPAIR POLICE			01/31/20	275437	140.00-
00001	WATCH	GUARD	VIDEO	SRINV0019918	00195836	19002630	DVR REPAIR POLICE			01/31/20	275437	339.00-
00001	WATCH	GUARD	VIDEO	SRINV0019916	00195836	19002631	DVR REPAIR POLICE			01/31/20	275437	140.00-
00001	WATCH	GUARD	VIDEO	SRINV0019917	00195836	19002632	DVR REPAIR POLICE			01/31/20	275437	152.00-
00001	WATCH	GUARD	VIDEO	RMAREF000899	00195836	19002640	CREDIT			01/31/20	275437	152.00-

WATCH GUARD VIDEO												
Sum												
00001	WATERS	INTERNATIONAL	TRU	08P883318	00195682	19002538	REPR PTS U#14408 SANIT			01/31/20	275438	833.00-
00001	WATERS	INTERNATIONAL	TRU	08P883395	00195696	19002539	REPR PTS U#14406 SANIT			01/31/20	275438	63.72-
00001	WATERS	INTERNATIONAL	TRU	08P883458	00196363	19002541	REPR PTS U#20089 SANIT			01/31/20	275438	55.56-
00001	WATERS	INTERNATIONAL	TRU	08P884821	00196410	19002637	REPR PTS U#14408 SANIT			01/31/20	275438	143.60-

WATERS INTERNATIONAL TRU												
Sum												
00001	WB	MASON CO INC (FORMERL	206905510	00196265	19002577	PRINTER INK VARI DEPTS			01/31/20	275439	1,011.52-	

WB MASON CO INC (FORMERL												
Sum												
00001	WHEELER'S	JANITORIAL	SUP	0405085	00195512	19002432	TRASH BAGS PUBLIC WORKS			01/31/20	275441	1,011.52-
00001	WHEELER'S	JANITORIAL	SUP	0405011	00195029	19002433	TRASH BAGS/WORK GLOVES P/W			01/31/20	275441	245.00-

WHEELER'S JANITORIAL SUP												
Sum												
00001	WORKWELL	SERVICES (NEW V	49741	00196566	19002685	DRUG SCREENINGS			01/31/20	275443	583.60-	

WORKWELL SERVICES (NEW V												
Sum												

Sum												

2,293,412.73-												

00002 CONNER, TOBARRA	SPORTS SRVS	02020285	19000588	SPORTS SUPPORT SERVICES	01/31/20	275242	256.00-
00002 CONNER, TOBARRA	SPORTS SRVS	02020285	19000593	SPORTS SUPPORT SERVICES	01/31/20	275242	32.00-

CONNER, TOBARRA							
Sum							288.00-
00002 DENHAM, VECTORIA (REFUND	TIGERS BSKTB	02020272	19000559	TIGERS BSKTBALL REF#75220	01/31/20	275253	45.00-

DENHAM, VECTORIA (REFUND							
Sum							45.00-
00002 DICKEY'S BARBECUE	PO#194818 11	00194818	19000577	FOOD SENIOR PROGRAM SIGLER CN	01/31/20	275254	168.00-

DICKEY'S BARBECUE							
Sum							168.00-
00002 DOLEAC ELECTRIC CO INC	H23104	00196399	19000573	REPAIR JC PARK FIELD LIGHTS	01/31/20	275255	1,240.00-

DOLEAC ELECTRIC CO INC							
Sum							1,240.00-
00002 EARTHPLANTER	I991327	00195301	19000550	FLOWER PLANTERS DOWNTOWN AREA	01/31/20	275259	1,396.00-
00002 EARTHPLANTER	I991327 FRT	00196224	19000551	FREIGHT CHARGE PO#195301	01/31/20	275259	188.00-

EARTHPLANTER							
Sum							1,584.00-
00002 ECONOMY SUPPLY CO	026007	00195535	19000560	BLDG MATLS UNETTA ST GYM	01/31/20	275262	256.14-
00002 ECONOMY SUPPLY CO	026972	00196330	19000607	LOCKS/CHAINS JAYCEE BALLPARK	01/31/20	275262	212.40-
00002 ECONOMY SUPPLY CO	027255	00196478	19000609	FENCE PAINT TATUM PARK	01/31/20	275262	90.35-

ECONOMY SUPPLY CO							
Sum							558.89-
00002 ELKINS WHOLESALE INC	402188	00195657	19000572	JANIT SUPP GRNDS MAINT	01/31/20	275264	144.60-

ELKINS WHOLESALE INC							
Sum							144.60-
00002 FELTS, GEREY	SPORTS SRVS	02020285	19000591	SPORTS SUPPORT SERVICES	01/31/20	275276	176.00-

FELTS, GEREY							
Sum							176.00-
00002 FORBES, VOLORIA D	SPORTS SRVS	02020285	19000596	SPORTS SUPPORT SERVICES	01/31/20	275278	120.00-

FORBES, VOLORIA D							
Sum							120.00-
00002 GREEN FOREST NURSERY INC	33348	00196241	19000597	RPLCMNT TREE WALNUT ST	01/31/20	275292	175.00-

GREEN FOREST NURSERY INC							
Sum							175.00-
00002 GUTHRIE, JONI S	PKS/REC PROG	02020284	19000579	SERVICES-AEROBICS CLASSES	01/31/20	275296	150.00-

GUTHRIE, JONI S							
Sum							150.00-
00002 H'BURG DOWNTOWN ASSN	PO#194056 11	00194056	19000602	CHRISTMAS CANDLE LIGHTS SUPP	01/31/20	275298	2,400.00-

H'BURG DOWNTOWN ASSN							
Sum							2,400.00-

00002 HARRIS, HARVELL JR	2020-481	00196381 19000571 PURCHASE SMITH DRUG STORE BLDG	01/22/20	312634	20,000.00-

HARRIS, HARVELL JR					
Sum					20,000.00-
00002 HISTORIC HATTIESBURG DOW	PO#194649 1/	00194649 19000611 STAGE SETUP 12/5 TREE LIGHTNG	01/31/20	275304	1,500.00-

HISTORIC HATTIESBURG DOW					
Sum					1,500.00-
00002 IRBY, STUART C CO	S011699124.0	00195534 19000608 ELEC SUPP UNETTA ST GYM	01/31/20	275314	1,080.40-

IRBY, STUART C CO					
Sum					1,080.40-
00002 JERRY'S AUTOMOTIVE REPAI	20344	00196020 19000562 REPRS U#11961 TRUCK	01/31/20	275318	1,092.38-
00002 JERRY'S AUTOMOTIVE REPAI	20349	00196231 19000563 REPRS U#11961 TRUCK	01/31/20	275318	1,015.43-

JERRY'S AUTOMOTIVE REPAI					
Sum					2,107.81-
00002 KETTLEY, ANNETTE	SPORTS SRVS	02020285 19000595 SPORTS SUPPORT SERVICES	01/31/20	275322	96.00-

KETTLEY, ANNETTE					
Sum					96.00-
00002 MARTIN, MAGDALINE	PKS/REC PROG	02020284 19000583 SERVICES-JEWELRY CLASSES	01/31/20	275335	36.00-

MARTIN, MAGDALINE					
Sum					36.00-
00002 MIMS, MARLANA D	SPORTS SRVS	02020285 19000587 SPORTS SUPPORT SERVICES	01/31/20	275339	120.00-

MIMS, MARLANA D					
Sum					120.00-
00002 MISSISSIPPI AG COMPANY,	W77826	00195990 19000610 BRAKE REPR U#18464 TRACTOR	01/31/20	275340	285.37-

MISSISSIPPI AG COMPANY,					
Sum					285.37-
00002 MS POWER COMPANY	1/20 PKS/REC	00020208 19000605 MNTHLY ELEC-PARKS & REC	01/31/20	275344	10,787.05-

MS POWER COMPANY					
Sum					10,787.05-
00002 NEWELL PAPER COMPANY	4068856	00194341 19000603 OFFICE SUPP TATUM REC OFFICE	01/31/20	275351	186.53-
00002 NEWELL PAPER COMPANY	4068778	00194341 19000604 OFFICE SUPP TATUM REC OFFICE	01/31/20	275351	100.53-

NEWELL PAPER COMPANY					
Sum					287.06-
00002 PHILLIPS BARK PROCESSING	135812	00195974 19000549 PLAYGROUND MULCH KAMPER PARK	01/31/20	275363	1,895.00-

PHILLIPS BARK PROCESSING					
Sum					1,895.00-
00002 PINE BELT PORTABLE TOILE	00001000D201	00196425 19000575 ADDL CHGS TOWN PARK 12/5-6/19	01/31/20	275368	240.00-
00002 PINE BELT PORTABLE TOILE	00001000BD19	00196425 19000576 TOILETS/HANDWASH TATUM SOCCER	01/31/20	275368	750.00-

PINE BELT PORTABLE TOILE					
Sum					990.00-

00002 POWELL, RANDY	SPORTS SRVS	02020285	19000592	SPORTS SUPPORT SERVICES	01/31/20	275370	170.00-

POWELL, RANDY							
Sum							170.00-
00002 SHABAZZ, AMATULLAH	PKS/REC PROG	02020284	19000582	SERVICES-CRAFTS CLASSES	01/31/20	275386	36.00-

SHABAZZ, AMATULLAH							
Sum							36.00-
00002 SMITH, MARSHIA J	PKS/REC PROG	02020284	19000581	SERVIES-WALKING CLASSES	01/31/20	275392	120.00-

SMITH, MARSHIA J							
Sum							120.00-
00002 SOUTHERN TIRE MART LLC (	2520024804	00195890	19000564	TIRES U#9213 TRUCK	01/31/20	275396	738.76-
00002 SOUTHERN TIRE MART LLC (	2520023561	00195448	19000568	TRAILER TIRE U#14127	01/31/20	275396	75.00-
00002 SOUTHERN TIRE MART LLC (	2520023532	00195449	19000569	TIRES U#20419 TRAILER	01/31/20	275396	88.00-

SOUTHERN TIRE MART LLC (							
Sum							901.76-
00002 STEWART, LARRY	SPORTS SRVS	02020285	19000590	SPORTS SUPPORT SERVICES	01/31/20	275404	144.00-

STEWART, LARRY							
Sum							144.00-
00002 TERRELL, WINSTON	OFFICIAL 1/2	02020283	19000585	OFFICIAL-ADULT BASKETBALL	01/31/20	275408	275.00-

TERRELL, WINSTON							
Sum							275.00-
00002 VARNADO, ALEXANDRIA	SPORTS SRVS	00220285	19000594	SPORTS SUPPORT SERVICES	01/31/20	275421	88.00-

VARNADO, ALEXANDRIA							
Sum							88.00-
00002 VESCO TENNIS COURTS INC	642	00194129	19000612	REPR TATUM TENNIS COURTS	01/31/20	275423	875.00-

VESCO TENNIS COURTS INC							
Sum							875.00-
00002 WAL-MART STORES INC	007309 & 007	00195570	19000574	SENIOR BINGO SUPP REC ADM	01/31/20	275429	230.78-

WAL-MART STORES INC							
Sum							230.78-
00002 WALCK, SUSAN A	PKS/REC PROG	02020284	19000580	SERVICES-POTTERY CLASSES	01/31/20	275430	120.00-

WALCK, SUSAN A							
Sum							120.00-
00002 WASHINGTON, TYLER ROYCE	OFFICIAL 1/2	02020283	19000586	OFFICIAL-ADULT BASKETBALL	01/31/20	275435	275.00-

WASHINGTON, TYLER ROYCE							
Sum							275.00-
00002 WEBBS PAINT COMPANY	701511	00196223	19000578	PAINT TATUM SOCCER RESTROOMS	01/31/20	275440	1,420.00-
00002 WEBBS PAINT COMPANY	701519	00196223	19000613	WASH/REPAINT JAYCEE BALLPARK	01/31/20	275440	2,875.00-

WEBBS PAINT COMPANY							
Sum							4,295.00-

00002 WILSON, JESSICA B	OFFICIAL 1/2 02020283 19000584 OFFICIAL-ADULT BASKETBALL	01/31/20	275442	275.00-

WILSON, JESSICA B				
Sum				275.00-

Sum				110,387.67-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date

- 01/29/20

PERIOD ENDING JANUARY 31, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HATT.MUNICIPAL FIRE PROTECTION							
00005 MS FORESTRY COMMISSION	202001091326	00195207	19000012	BRUSH FIRE TRUCK	01/31/20	275342	100.00-
MS FORESTRY COMMISSION							
Sum							100.00-
Sum							100.00-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

PERIOD ENDING JANUARY 31, 2020

Date

- 01/29/20

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PAYROLL FUND							
00006 BRUTEN, HAROLD (REFUNDS)	REFUND HOSP	02020281	19000143	REFUND HOSP INS	01/24/20	114174	388.00-

BRUTEN, HAROLD (REFUNDS)							388.00-
Sum							388.00-
00006 CHELUS HERDZIK SPEYER MO 01/20		00202051	19000177	GARNISHMENT	01/28/20	114213	437.96-

CHELUS HERDZIK SPEYER MO							437.96-
Sum							437.96-
00006 SOUTHERN FINANCIAL SYSTE 2690		00202051	19000175	GARNISHMENT	01/28/20	114211	102.37-

SOUTHERN FINANCIAL SYSTE							102.37-
Sum							102.37-
00006 STEADMAN, SUSAN K (GARN) 3154		00202056	19000162	GARNISHMENT	01/28/20	114198	87.39-

STEADMAN, SUSAN K (GARN)							87.39-
Sum							87.39-
00006 U S DEPT OF EDUCATION(GA 5914,9163,66		00202051	19000168	GARNISHMENT	01/28/20	114204	1,096.12-
00006 U S DEPT OF EDUCATION(GA 6252		00202051	19000170	GARNISHMENT	01/28/20	114206	283.08-

U S DEPT OF EDUCATION(GA							1,379.20-
Sum							1,379.20-
00006 WESLEY HEALTH SYSTEMS, L 6901		00202051	19000174	GARNISHMENT	01/28/20	114210	185.13-

WESLEY HEALTH SYSTEMS, L							185.13-
Sum							185.13-

Sum							2,580.05-

00009	CINTAS CORPORATION #J66	4040400363	00196371	19000599	UNIFORMS 1/20 TRANS	01/31/20	275237	119.09-
00009	CINTAS CORPORATION #J66	4040400363	00196371	19000600	UNIFORMS 1/20 PLANT	01/31/20	275237	45.39-
00009	CINTAS CORPORATION #J66	4040400363	00196371	19000601	UNIFORMS 1/20 SEWER	01/31/20	275237	28.80-
00009	CINTAS CORPORATION #J66	4040400363	00196371	19000602	UNIFORMS 1/20 LAGOON	01/31/20	275237	19.48-
00009	CINTAS CORPORATION #J66	4040399957	00196369	19000603	MOP/MAT 1/20 PLANT	01/31/20	275237	16.79-
00009	CINTAS CORPORATION #J66	4041012690	00196491	19000636	UNIFORMS 1/27 TRANS	01/31/20	275237	104.09-
00009	CINTAS CORPORATION #J66	4041012690	00196491	19000637	UNIFORMS 1/27 PLANT	01/31/20	275237	45.39-
00009	CINTAS CORPORATION #J66	4041012690	00196491	19000638	UNIFORMS 1/27 SEWER	01/31/20	275237	28.80-
00009	CINTAS CORPORATION #J66	4041012690	00196491	19000639	UNIFORMS 1/27 LAGOON	01/31/20	275237	19.48-
00009	CINTAS CORPORATION #J66	4041012526	00196489	19000640	MOP/MAT 1/27 PLANT	01/31/20	275237	16.79-
00009	CINTAS CORPORATION #J66	4041013082	00196504	19000648	UNIFORMS 1/27 WTR SERVICE MEN	01/31/20	275237	29.93-
00009	CINTAS CORPORATION #J66	4040400656	00196504	19000649	UNIFORMS 1/20 WTR SERVICE MEN	01/31/20	275237	57.93-

CINTAS CORPORATION #J66								
Sum								
00009	CITY OF HATTIESBURG FUND TRF 3RD 1/20	02020294	19000641	TRF 3RD 1/20 PAYROLL	01/28/20	22263		531.96-

CITY OF HATTIESBURG FUND								
Sum								
00009	COMSOUTH	194357	00195963	19000616	ANTENNA REPR U#21395 TRANS	01/31/20	275241	91,628.52-

COMSOUTH								
Sum								
00009	CONTROL SYSTEMS INC	57959	00196249	19000575	SERVICE CALL USM TANK WELL	01/31/20	275243	180.00-

CONTROL SYSTEMS INC								
Sum								
00009	COVINGTON SALES & SERVIC	85412	00196196	19000613	REPR PTS U#18897 SEWER	01/31/20	275246	1,077.48-

COVINGTON SALES & SERVIC								
Sum								
00009	EQUIPMENT INC	165502990	00195410	19000609	REPRS U#21738 TRANS	01/31/20	275268	374.19-

EQUIPMENT INC								
Sum								
00009	FASTENAL COMPANY	MSHAT18468	00195154	19000610	TRAFFIC CONES SEWER CREWS	01/31/20	275274	1,086.27-

FASTENAL COMPANY								
Sum								
00009	GILLILANDS ELECTRONICS S	71123	00196372	19000598	MNTHLY PHONE RENT WTR PLANT	01/31/20	275288	184.68-

GILLILANDS ELECTRONICS S								
Sum								
00009	GRINER DRILLING SERVICE	R-53026	00194666	19000652	REPAIRS WELL #5 PLANT #1	01/31/20	275293	148.16-

GRINER DRILLING SERVICE								
Sum								
00009	HATTIESBURG HYDRAULICS I	82012	00195408	19000607	REPRS U#14712 TRANS	01/31/20	275302	29,722.00-
00009	HATTIESBURG HYDRAULICS I	82300	00196362	19000611	REPR PTS U#14712 SEWER	01/31/20	275302	1,411.98-

HATTIESBURG HYDRAULICS I								
Sum								
1,430.63-								

00009 HAVARD PEST CONTROL INC	1555587	00020202 19000650 QTRLY SRV WTR PLT UPPER	01/31/20	275303	50.00-

HAVARD PEST CONTROL INC					50.00-
Sum					
00009 ITRON INC	543950	00196336 19000592 LEAK DETECT SYS MNT 2/20-1/21	01/31/20	275315	3,297.62-

ITRON INC					3,297.62-
Sum					
00009 L & A CONTRACTING CO	483-151	00196490 19000632 AERATOR MNT 12/30-1/12 LAGNS	01/31/20	275323	31,539.14-

L & A CONTRACTING CO					31,539.14-
Sum					
00009 MCELHANEY PLUMBING INC	283118	00196008 19000570 GOOSENECK FAUCET WTR PLT LAB	01/31/20	275336	178.90-
00009 MCELHANEY PLUMBING INC	283237	00196401 19000643 SUPPLIES 63RD LIFT STATION	01/31/20	275336	38.84-

MCELHANEY PLUMBING INC					217.74-
Sum					
00009 MS POWER COMPANY	1/20 W&SO&M	00020208 19000635 MNTHLY ELEC-W&SO&M	01/31/20	275344	83,590.97-

MS POWER COMPANY					83,590.97-
Sum					
00009 OFFICE DEPOT INC	2376055012	00196183 19000642 EQUIP TONER/INK WTR BILLING	01/31/20	275352	268.89-

OFFICE DEPOT INC					268.89-
Sum					
00009 PATTERSON AUTO ELECTRIC	80421	00196114 19000596 REPAIR CRANE U#19777 SEWER	01/31/20	275358	1,315.08-
00009 PATTERSON AUTO ELECTRIC	80449	00196221 19000597 REPRS U#13061 SEWER	01/31/20	275358	281.52-

PATTERSON AUTO ELECTRIC					1,596.60-
Sum					
00009 PEARL RIVER VALLEY EPA (1/20 W&SO&M		00020208 19000633 MNTHLY 1/20 PUBLIC SERVICES	01/31/20	275360	50.00-

PEARL RIVER VALLEY EPA (					50.00-
Sum					
00009 RAWLS SPRINGS UTILITY DI SEWER READS		00196552 19000645 SEWER READS 12/19	01/31/20	275375	192.00-
00009 RAWLS SPRINGS UTILITY DI SEWER READS		00196552 19000646 SEWER READS 1/20	01/31/20	275375	192.00-

RAWLS SPRINGS UTILITY DI					384.00-
Sum					
00009 RICOH CORP	5058133481 &	00196262 19000574 PROD PRINTER CHGS 11-12/19	01/31/20	275377	552.06-

RICOH CORP					552.06-
Sum					
00009 RJM MCQUEEN CONTRACTING	2010	00196494 19000619 SWR REPR BURKETT/E LAUREL/NL	01/31/20	275380	15,713.28-
00009 RJM MCQUEEN CONTRACTING	2011	00196494 19000620 ELEC WORK LIFT STATIONS 11/19	01/31/20	275380	5,760.64-
00009 RJM MCQUEEN CONTRACTING	2037	00196494 19000621 SWR REPR OLD H42/PROVIDENCE	01/31/20	275380	8,288.00-
00009 RJM MCQUEEN CONTRACTING	2038	00196494 19000622 SWR REPR LOUISE ST & DIXIE	01/31/20	275380	8,508.50-
00009 RJM MCQUEEN CONTRACTING	2039	00196494 19000623 SWR REPR W 5TH & OLIVER	01/31/20	275380	6,548.00-
00009 RJM MCQUEEN CONTRACTING	2040	00196494 19000624 SWR REPR ROSEWOOD & N.31ST	01/31/20	275380	3,702.50-
00009 RJM MCQUEEN CONTRACTING	2041	00196494 19000625 SWR REPR W ADELINE & S 35TH	01/31/20	275380	5,147.00-
00009 RJM MCQUEEN CONTRACTING	2042	00196494 19000626 SWR REPR MANDALAY & LONGWOOD	01/31/20	275380	12,466.00-

00009 RJM MCQUEEN CONTRACTING	2043	00196494 19000627 SWR REPR CREEKSIDE MANOR	01/31/20	275380	3,330.00-
00009 RJM MCQUEEN CONTRACTING	2044	00196494 19000628 SWR REPR MCLAIN & N 31ST	01/31/20	275380	5,651.25-
00009 RJM MCQUEEN CONTRACTING	2045	00196494 19000629 SWR REPR LARAMIE & HILLENDALE	01/31/20	275380	4,550.00-
00009 RJM MCQUEEN CONTRACTING	2046	00196494 19000630 SWR REPR SERV DR & COLLEGE DR	01/31/20	275380	21,817.50-
00009 RJM MCQUEEN CONTRACTING	2047	00196494 19000631 SWR REPR EAST DR & SOUTHVIEW	01/31/20	275380	8,100.00-

RJM MCQUEEN CONTRACTING					
Sum					109,582.67-
00009 SERVICE MASTER ACTION CL 12724		00196076 19000618 WTR LEAK CLEANUP WTR BILLING	01/31/20	275385	4,207.90-

SERVICE MASTER ACTION CL					
Sum					4,207.90-
00009 SIGNS FIRST	H-71159	00195233 19000651 LETTERING VARI TRANS UNITS	01/31/20	275389	34.44-

SIGNS FIRST					
Sum					34.44-
00009 SOUTHERN PINE ELECTRIC P 1/20 W&SO&M		00020207 19000612 MNTHLY 1/20 PUBLIC SERVICES	01/31/20	275395	1,415.46-

SOUTHERN PINE ELECTRIC P					
Sum					1,415.46-
00009 SOUTHERN WATERWORKS SUPP 82827		00195639 19000594 LEAK DYE POWDER SEWER DEPT	01/31/20	275397	152.73-

SOUTHERN WATERWORKS SUPP					
Sum					152.73-
00009 SPARTAN TOOL, LLC	623829	00195151 19000604 MODULAR CAMERA SYSTEM SEWER	01/31/20	275399	8,545.25-

SPARTAN TOOL, LLC					
Sum					8,545.25-
00009 SPIRE ENERGY	1/20 W&SO&M	00020208 19000634 MNTHLY GAS-W&SO&M	01/31/20	275401	120.62-

SPIRE ENERGY					
Sum					120.62-
00009 STANDARD OFFICE SUPPLY C 08402		00194524 19000614 OFFICE SUPP WTR BILLING	01/31/20	275402	133.23-
00009 STANDARD OFFICE SUPPLY C 09300		00194524 19000615 OFFICE SUPP WTR BILLING	01/31/20	275402	51.65-

STANDARD OFFICE SUPPLY C					
Sum					184.88-
00009 U S POSTMASTER-POSTAGE (PERMIT #213		00196505 19000647 POSTAGE PERMIT WTR BILLING	01/31/20	275415	10,000.00-

U S POSTMASTER-POSTAGE (					
Sum					10,000.00-
00009 UNDERWOOD OUTDOOR POWER, 80408		00194508 19000605 EQUIPMENT REPR SEWER DEPT	01/31/20	275417	527.32-
00009 UNDERWOOD OUTDOOR POWER, 80409		00194514 19000606 EQUIPMENT REPR SEWER DEPT	01/31/20	275417	392.99-

UNDERWOOD OUTDOOR POWER,					
Sum					920.31-
00009 UNIVERSITY TIRE & SERVIC 557930		00196251 19000608 TIRE U#20056 TRANS	01/31/20	275420	165.44-
00009 UNIVERSITY TIRE & SERVIC 558150		00196318 19000617 TIRES U#20446 TRANS	01/31/20	275420	327.30-

UNIVERSITY TIRE & SERVIC					
Sum					492.74-

00009 WRIGHT, J H & ASSOCIATES 420989	00196254 19000644 CONTROL FLOATS-LIFT STATIONS	01/31/20	275444	396.00-

WRIGHT, J H & ASSOCIATES				396.00-
Sum				-----
Sum				426,690.41-

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 BHHS SOUTHERN REALITY	METER DEP RF	02020270	19000259	METER DEP RFD	01/31/20	275218	20.96-
BHHS SOUTHERN REALITY							
Sum							20.96-
00011 BMW, LLC	METER DEP RF	02020292	19000272	METER DEP RFD	01/31/20	275219	36.66-
BMW, LLC							
Sum							36.66-
00011 COMPTON, DEBORAH C	METER DEP RF	02020292	19000268	METER DEP RFD	01/31/20	275240	40.00-
COMPTON, DEBORAH C							
Sum							40.00-
00011 CULLOP, FRANCIS HUDSON	METER DEP RF	02020270	19000257	METER DEP RFD	01/31/20	275248	20.96-
CULLOP, FRANCIS HUDSON							
Sum							20.96-
00011 DONALDSON, JAMIKA	METER DEP RF	02020270	19000260	METER DEP RFD	01/31/20	275256	20.96-
DONALDSON, JAMIKA							
Sum							20.96-
00011 GILLIAM, MARISSA	METER DEP RF	02020270	19000254	METER DEP RFD	01/31/20	275286	37.96-
GILLIAM, MARISSA							
Sum							37.96-
00011 HALLMAN PROPERTY MGMT 40	METER DEP RF	02020270	19000262	METER DEP RFD	01/31/20	275299	20.96-
HALLMAN PROPERTY MGMT 40							
Sum							20.96-
00011 HARRISON, REGAN	METER DEP RF	02020270	19000253	METER DEP RFD	01/31/20	275301	20.96-
HARRISON, REGAN							
Sum							20.96-
00011 JACKSON, BRUNA	METER DEP RF	02020270	19000255	METER DEP RFD	01/31/20	275317	20.96-
JACKSON, BRUNA							
Sum							20.96-
00011 JONES, JUDITH W	METER DEP RF	02020292	19000269	METER DEP RFD	01/31/20	275319	17.96-
JONES, JUDITH W							
Sum							17.96-
00011 KEENE, MARILYN 1	METER DEP RF	02020270	19000256	METER DEP RFD	01/31/20	275320	13.36-
KEENE, MARILYN 1							
Sum							13.36-

00011 LA CASA I LLC	METER DEP RF 02020270 19000261 METER DEP RFD	01/31/20	275324	2.20-
LA CASA I LLC				-----
Sum				2.20-
00011 LA CASA I LLC 6	METER DEP RF 02020270 19000263 METER DEP RFD	01/31/20	275325	75.00-
LA CASA I LLC 6				-----
Sum				75.00-
00011 LONG, BRIAN A	METER DEP RF 02020270 19000251 METER DEP RFD	01/31/20	275332	20.96-
LONG, BRIAN A				-----
Sum				20.96-
00011 LOPEZ, ANDRES	METER DEP RF 02020270 19000252 METER DEP RFD	01/31/20	275333	17.96-
LOPEZ, ANDRES				-----
Sum				17.96-
00011 PARK PINES APTS OFFICE	METER DEP RF 02020292 19000267 METER DEP RFD	01/31/20	275357	40.00-
00011 PARK PINES APTS OFFICE	WTR OVRPMT R 02020293 19000273 WTR OVRPMT RFD	01/31/20	275357	453.50-
PARK PINES APTS OFFICE				-----
Sum				493.50-
00011 SEGRETO, SOPHIA 1212 N31	METER DEP RF 02020270 19000258 METER DEP RFD	01/31/20	275384	75.00-
SEGRETO, SOPHIA 1212 N31				-----
Sum				75.00-
00011 TPG PRESSURE INC	METER DEP RF 02020292 19000270 METER DEP RFD	01/31/20	275409	38.48-
TPG PRESSURE INC				-----
Sum				38.48-
00011 TPG PRESSURE INC 1	METER DEP RF 02020292 19000271 METER DEP RFD	01/31/20	275410	36.66-
TPG PRESSURE INC 1				-----
Sum				36.66-
00011 VILLAGE CORSSING LLC NUG	METER DEP RF 02020270 19000265 METER DEP RFD	01/31/20	275424	166.08-
VILLAGE CORSSING LLC NUG				-----
Sum				166.08-
00011 VILLAGE CROSSING LLC NU	METER DEP RF 02020270 19000266 METER DEP RFD	01/31/20	275425	210.72-
VILLAGE CROSSING LLC NU				-----
Sum				210.72-
00011 VILLAGE CROSSING LLC NUG	METER DEP RF 02020270 19000264 METER DEP RFD	01/31/20	275426	262.96-
VILLAGE CROSSING LLC NUG				-----
Sum				262.96-
Sum				-----
				1,671.22-

Date - 01/29/20

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

2006 TIF B&I-TURTLE CROSSING

00023 TRUSTMARK NATIONAL BANK 2000104-2080 02020278 19000002 2/1/20-1/31/21

01/24/20

114177

1,250.00-

TRUSTMARK NATIONAL BANK

Sum

1,250.00-

Sum

1,250.00-

Date - 01/29/20

Check No.	Check Amount
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00073 PATTERSON AUTO ELECTRIC	80436	00196367 19000174 HORN REPR U#16759	01/31/20	275358	185.00-

PATTERSON AUTO ELECTRIC					
Sum					185.00-
00073 UNIVERSITY TIRE & SERVIC	557984	00196278 19000171 TIRES U#16760/19535/19552	01/31/20	275420	2,740.80-

UNIVERSITY TIRE & SERVIC					
Sum					2,740.80-
00073 VERIZON WIRELESS	9845963346	00196411 19000180 PARATRANSIT GPS 1/11-2/10/20	01/31/20	275422	142.55-

VERIZON WIRELESS					
Sum					142.55-

Sum					49,573.64-

Date - 01/29/20

Check
Amount

3,598.00-

3,598.00-

2,467.50-

6,065.50-

00077 WHEELER'S JANITORIAL SUP 0405082	00195851 19000147 JANIT SUPP COMM CENTERS	01/31/20	275441	124.00-

WHEELER'S JANITORIAL SUP				124.00-
Sum				-----
Sum				24,065.70-

Date - 01/29/20

[illegible]