

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, April 16, 2013

4:30 PM

Council Chambers

City Council

I. Call to Order**II. Call to Prayer and Pledge of Allegiance****III. Agenda Order****V. PRESENTATION AGENDA****VI. POLICY AGENDA**

- VI.-1** [2013-0218](#) Adopt the April 16, 2013 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2013 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Attachments: [MEMO](#)
[April 2013 Budget Amendments](#)
[executed April 2013 Budget Amendments RES2013-31](#)

- VI.-2** [2013-0222](#) Adopt a Resolution approving the adoption and implementation of the Amended Tax Increment Financing Plan, Southern Pointe Project, City of Hattiesburg, Mississippi, December 2000, as amended April, 2013; and for related purposes.

Attachments: [Resolution approving](#)
[executed Resolution approving RES2013-32](#)

- VI.-3** [2013-32](#) Adopt Resolution approving and authorizing the execution of the first amendment to the Security and Reimbursement Agreement dated March 20, 2001, with Southern Development Resources, Inc., in conjunction with the Tax Increment Financing Plan, Southern Pointe Project, and authorizing the City to make reimbursements from the bonds issued for the tax increment financing improvements.

Attachments: [Resolution approve security amendment](#)
[The First Amendment](#)
[executed Resolution approve security amendment RES2013-33](#)

- VI.-4** [2013-0206](#) Adopt a Resolution authorizing Requisition No. 20 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: [Bond Requisition No.20](#)
[executed Bond Requisition No.20 RES2013-34](#)

- VI.-5** [2013-0214](#) Approve purchase of 2 permanent right of ways crossing a portion of tax parcels 2-028H-05-279.00 and 2-028H-05-277.00 from the Estate of Arnold Royce Freeman, Sr. upon approval of the Chancery Court of Forrest County, Mississippi (Civil Action No. 2012-0117-PR-DO), for the Longleaf Trace Rails to Trails project (Project No. HPP-0210-00(015)); Authorize issuance of manual check upon receipt of court order.

Attachments: [Freeman 2012-0017-PR-DO](#)

- VI.-6** [2013-0217](#) Approve purchase of a permanent right of way from Tonna & Johathan Gaines crossing a portion of Tax Parcel 2-029-E-04-030.00 for the Longleaf Trace Rails to Trails Project (Project No. HPP-0210-00(015)) pending an order from the Special Court of Eminent Domain , Forrest County, Mississippi; Authorize issuance of manual check upon receipt of court order.

Attachments: [Tonna & Jonathan Gaines](#)

- VI.-7** [2013-0216](#) Approve purchase of a permanent right of way from Edna G. Johnson Jamison crossing a portion of Tax Parcel 2-028H-05-283.00 for the Longleaf Trace Rails to Trails Project (Project No. HPP-0210-00(015)) pending an order from the Special Court of Eminent Domain, Forrest County, Mississippi; Authorize issuance of manual check upon receipt of court order.

Attachments: [Edna Johnson Jamison](#)

- VI.-8** [2013-0213](#) Approve purchase of a permanent right of way from Hercules, Inc. f/k/a The Hercules Powder Company across a portion of Tax Parcel No. 2-029L-09-040.00 for the Longleaf Trace Rails to Trails project (Project No. HPP-0210-00(015)); Authorize issuance on a manual check upon execution of Warranty Deed.

Attachments: [Hercules Deed](#)

- VI.-9** **2013-0226** Authorize Mayor to execute, in duplicate, Lease Agreement between the City of Hattiesburg and the Alabama Great Southern Railroad Company, for 2.25 acres of right of way currently used as parking lots, beginning June 1, 2013.

Attachments: Alabama Great Southern RR - Parking lot lease

- VI.-10** **2013-0197** Authorize Mayor to Execute Duplicate Original Contract between the City of Hattiesburg Parks and Recreation Department and W.A. Powe Aquatics, LLC., for the Management Operation of the City of Hattiesburg Summer Aquatics Program.

Attachments: Pool Contract-Bill Powe
executed Pool Contract-Bill Powe

- VI.-11** [2013-0205](#) Authorize submittal of USDOJ 2013 Jail Diversion Program grant in the amount of \$250,000.

Attachments: [USDOJ Jail Div ext 2013 app pkt](#)
[USDOJ Jail Div ext 2013 other docs](#)

- VI.-12** [2013-0199](#) Approve change order and authorize Mayor to execute in triplicate Supplemental Agreement No. 2 with CDM Smith, Inc. for the surveying, site design, and construction administration services of an additional Hub City Transit Shelter location. {FTA/ARRA}

Attachments: [HCTTransit StopADA Amendment2](#)
[executed HCTTransit StopADA Amendment2](#)

VII. ROUTINE AGENDA

- VII.-1** [2013-0198](#) Approve Maintenance Agreement between the City of Hattiesburg and NetMotion Wireless for maintenance on NetMotion Mobility XE for 100 users.

Attachments: [NetMotion Renewal.pdf](#)

- VII.-2** [2013-0209](#) Acknowledge receipt of, and authorize offer of, Summaries of Recommended Values for the purchase of temporary construction easements and permanent rights of way for the 4th Street Expansion Project Phase II (Project No. HPP-7194-00(003) LPA/105845-801000) on the following parcels:
- | | | |
|------------------|---------------------------------|-----------|
| 2-029L-09-021.00 | Temporary Construction Easement | |
| \$585.00 | | |
| 2-029L-09-020.00 | Temporary Construction Easement | |
| \$930.00 | | |
| 2-029L-09-015.00 | Temporary Construction Easement | |
| \$965.00 | | |
| 2-029L-09-014.00 | Temporary Construction Easement | |
| \$475.00 | | |
| 2-029F-04-210.00 | Permanent Right of Way | \$915.00; |

Authorize issuance of manual checks in payment upon acceptance of offer.

Attachments: [Summary of Recommended Values New - 2013](#)
[Summary of Recommended Values New1 - 2013](#)

- VII.-3** [2013-0208](#) Acknowledge Receipt of bids on February 21, 2013 for Term Bid Item #17-Uniforms for the Hattiesburg Fire Department, and Reject the bids due to the need to change the specifications; Approve Revised Specifications and Authorize Publication of advertisement for the above item.

Attachments: [04-16-Reject and Readvertise PS 17](#)
[executed 04-16-Reject and Readvertise PS 17](#)

- VII.-4** [2013-0210](#) Acknowledge Receipt of Bids on February 21, 2013 for 12 Month Lease on a New Current Model 2013 Wheel Loader Backhoe, and Reject the bids due to the City's specifications being too vague; Approve Revised Specifications and Authorize Publication of Advertisement for the above item.

Attachments: [04-16-Reject and Readvertise Backhoe](#)
[executed 04-16-Reject and Readvertise Backhoe](#)

- VII.-5** [2013-0204](#) Approve and authorize publication of Notice to Bidders for the construction of transit shelters at designated locations and the purchase of additional shelter units and amenities.

Attachments: [Advertisement for Bids - Transit Shelters](#)
[HCT_BusStopADA_PSE_Contract](#)
[HCT_BusStopADA_PSE_Plans-Halfsize](#)
[Hattiesburg Shelter Rendering - 1012](#)
[executed Advertisement for Bids - Transit Shelters](#)

- VII.-6** [2013-0201](#) Acknowledge receipt of Privilege License Report for the month of March 2013 from the Tax Department, as per recommendation.

Attachments: [New.March 2013](#)
[Renwed March 2013](#)

- VII.-7** [2013-0203](#) Approve sale of grave spaces, per attached memo.

Attachments: [Grave spaces.letter](#)
[Cem.deeds.4.16.13](#)
[Cem.deeds.4.16.13 receipts](#)
[executed Cem.deeds.4.16.13](#)

- VII.-8** [2013-0200](#) Acknowledge Proofs of Publications for month of February and March 2013.

Attachments: [Publications Feb 2013](#)

- VII.-9** [2013-0215](#) Approve and authorize issuance of manual checks for CDBG Program Claims per attached memorandum.{Entitlement}

Attachments: [MEMORANDUM-Manual Checks-CDBG](#)
 [CDBG Supporting Docs](#)

- VII.-10** [2013-0207](#) Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum.{Entitlement}

Attachments: [MEMORANDUM-Manual Checks-HOME](#)
 [HOME Supporting Docs](#)

- VII.-11** [2013-0225](#) Approve Claims Docket for the period ending 4/12/2013

Attachments: [claims docket 4-12-13](#)



City of Hattiesburg, MS

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

Master

File Number: 2013-0218

File ID: 2013-0218

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 04/09/2013

Brief Title: April 16, 2013 Budget Amendments

Final Action: 04/16/2013

Minute Book Number: MB2013-119

Title: Adopt the April 16, 2013 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2013 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Notes:

Sponsors:

Enactment Date:

Attachments: MEMO, April 2013 Budget Amendments, executed
April 2013 Budget Amendments RES2013-31

Enactment Number:

Contact: Connie Everett

Meeting Date: 04/16/2013

Drafter: Connie Everett

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/16/2013	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt the April 16, 2013 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2013 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2013-0218

Title

Adopt the April 16, 2013 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2013 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: Mayor DuPree, Members of City Council
FROM: Connie Everett, CFO
DATE: April 16, 2013
SUBJECT: Proposed Budget Amendments

Below is a listing of proposed amendments to the FY 2013 budget for the City of Hattiesburg. General Fund amendments are presented as an adjustment to budgeted ending cash:

Budgeted Ending Cash as amended	\$1,908,621
Revenue adjustments:	
Federal revenue - FEMA	721,263
Expenditure Adjustments:	
City Council – software purchase	-100
Human Resources – adjust budget for copying costs	-5,000
Police – network wireless, utilities	-13,000
Contractual Services – special duty wages, prisoner housing	-224,330
Traffic – signs and signal repairs from tornado	-193,550
Engineering – debris monitoring costs	-138,600
Shop – adjust budget for unemployment costs	-1,000
Construction – streetlight repair parts, generator repair	-66,180
Sanitation – tornado debris disposal, recycling; Forrest and Clark Counties reimbursement	-500,750
Airport – adjust budget for unemployment costs	-2,915
Cemetery – adjust budget for unemployment and budget for grant	<u>-2,263</u>
Revised Budgeted Ending Cash	\$1,482,196
Parks & Recreation Fund – adjust budget for Forrest County contribution and grant award	\$30,000
Water & Sewer O & M Fund – adjust budget for unemployment costs	\$3,000
Water & Sewer Bond & Interest fund – budget debt service on \$3M loan	\$20,700
Police Forfeitures Fund – budget D.A.R.E. and seizure revenue	\$28,308
Series 2008 TIF Bond & Interest (Lincoln Center) Fund – adjust budget for debt service	\$700

Please give me a call after you review the above information if you have any questions.

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	November Amend'ts	Amended Budgets	Jan-March Amend'ts	Amended Budgets	Proposed April Amend'ts	Amended Budgets
<u>Revenues & Beg. Cash Balance:</u>							
Taxes -Other	\$28,000		\$28,000		\$28,000		\$28,000
Licenses & Permits	4,440,000		4,440,000		\$4,440,000		\$4,440,000
Intergovernmental Revenues:							\$0
Federal	718,771	42,419	761,190	339,370	\$1,100,560	\$721,263	\$1,821,823
State	278,420	-3,295	275,125	171,475	\$446,600		\$446,600
State-Shared	20,456,000	125,754	20,581,754		\$20,581,754		\$20,581,754
County/City Shared	66,000		66,000		\$66,000		\$66,000
Charges for Services:					\$0		\$0
Public Safety	190,000		190,000		\$190,000		\$190,000
Streets	20,100		20,100		\$20,100		\$20,100
Sanitation	2,220,000		2,220,000		\$2,220,000		\$2,220,000
Misc.	0		0		\$0		\$0
Fines & Forf.	1,602,000		1,602,000		\$1,602,000		\$1,602,000
Misc. Revenues	200,350	5,000	205,350		\$205,350		\$205,350
Transfers-In	794,475		794,475		\$794,475		\$794,475
Non-Revenue Receipts	1,021,400	567,112	1,588,512		\$1,588,512		\$1,588,512
TOTAL REVENUES EXCLUSIVE OF PROPERTY TAXES	\$32,035,516	\$736,990	\$32,772,506	\$510,845	\$33,283,351	\$721,263	\$34,004,614
Beg. Fund Balance	4,600,000	231,301	4,831,301		\$4,831,301		4,831,301
Property Tax Levy	12,285,000	0	12,285,000		\$12,285,000		12,285,000
TOTAL AVAIL. REVENUES	\$48,920,516	\$968,291	\$49,888,807	\$510,845	\$50,399,652	\$721,263	\$51,120,915

THE GENERAL FUND EXPENDITURE BUDGETS:

City Council							
Personnel	\$201,850		\$201,850		\$201,850		201,850
Supplies & Expenses	3,400		3,400		\$3,400		3,400
Other Services & Charges	122,465		122,465		\$122,465		122,465
Capital Outlays	74,000	4,350	78,350		\$78,350	\$100	78,450
Total - City Council	\$401,715	\$4,350	\$406,065	\$0	\$406,065	\$100	\$406,165
City Court							
Personnel	\$957,552		\$957,552		\$957,552		957,552
Supplies & Expenses	13,515		13,515	4,417	\$17,932		17,932
Other Services & Charges	141,418	2,801	144,219	14,000	\$158,219		158,219
Capital Outlays	0		0		\$0		0
Total - City Court	\$1,112,485	\$2,801	\$1,115,286	\$18,417	\$1,133,703	\$0	\$1,133,703
Mayor/Admin.							
Personnel	\$533,566		\$533,566		\$533,566		533,566
Supplies & Expenses	12,900		12,900		\$12,900		12,900
Other Services & Charges	103,702		103,702		\$103,702		103,702
Capital Outlays	0		0		\$0		0
Total - Mayor/Admin	\$650,168	\$0	\$650,168	\$0	\$650,168	\$0	\$650,168
Elections							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	2,000		2,000		\$2,000		2,000
Other Services & Charges	56,000		56,000	7,000	\$63,000		63,000
Capital Outlays	0		0		\$0		0
Total - Elections	\$58,000	\$0	\$58,000	\$7,000	\$65,000	\$0	\$65,000
Muni. Clerk							
Personnel	\$155,351		\$155,351		\$155,351		\$155,351
Supplies & Expenses	3,800		3,800		\$3,800		3,800
Other Services & Charges	34,695		34,695		\$34,695		34,695
Capital Outlays	0		0		\$0		0
Total - Muni. Clerk	\$193,846	\$0	\$193,846	\$0	\$193,846	\$0	\$193,846
Accounting							
Personnel	\$271,881		\$271,881		\$271,881		\$271,881
Supplies & Expenses	6,855		6,855		\$6,855		6,855
Other Services & Charges	2,075		2,075		\$2,075		2,075
Capital Outlays	0		0		\$0		0
Total - Accounting	\$280,811	\$0	\$280,811	\$0	\$280,811	\$0	\$280,811
Purchasing							
Personnel	\$134,382		\$134,382		\$134,382		\$134,382
Supplies & Expenses	6,628		6,628		\$6,628		6,628
Other Services & Charges	900		900		\$900		900
Capital Outlays	0		0		\$0		0
Total - Purchasing	\$141,910	\$0	\$141,910	\$0	\$141,910	\$0	\$141,910
City Attorney							
Personnel	\$93,242		\$93,242		\$93,242		\$93,242
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	18,500		18,500		\$18,500		18,500
Capital Outlays	0		0		\$0		0
Total - City Attorney	\$111,742	\$0	\$111,742	\$0	\$111,742	\$0	\$111,742
Human Resources							
Personnel	\$196,129		\$196,129		\$196,129		\$196,129
Supplies & Expenses	8,920		8,920		\$8,920	\$2,000	10,920
Other Services & Charges	4,640	3,200	7,840		\$7,840	\$3,000	10,840
Capital Outlays	0		0		\$0		0

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	November Amend'ts	Amended Budgets	Jan-March Amend'ts	Amended Budgets	Proposed April Amend'ts	Amended Budgets
Total - Human Resources	\$209,689	\$3,200	\$212,889	\$0	\$212,889	\$5,000	\$217,889
Loss Control							
Personnel	\$104,729		\$104,729		\$104,729		\$104,729
Supplies & Expenses	5,505	217	5,722		\$5,722		5,722
Other Services & Charges	4,845		4,845		\$4,845		4,845
Capital Outlays			0		\$0		0
Total - Loss Control	\$115,079	\$217	\$115,296	\$0	\$115,296	\$0	\$115,296
Urban Development							
Personnel	\$459,116		\$459,116		\$459,116		\$459,116
Supplies & Expenses	26,960	1,514	28,474		\$28,474		28,474
Other Services & Charges	180,841	2,362	183,203	3,780	\$186,983		186,983
Capital Outlays	0		0		\$0		0
Total - Urban Dev.	\$666,917	\$3,876	\$670,793	\$3,780	\$674,573	\$0	\$674,573
Information Systems							
Personnel	\$384,354		\$384,354		\$384,354		\$384,354
Supplies & Expenses	46,950		46,950		\$46,950		46,950
Other Services & Charges	272,150		272,150		\$272,150		272,150
Capital Outlays	245,000	435,904	680,904		\$680,904		680,904
Total - Inf. Systems	\$948,454	\$435,904	\$1,384,358	\$0	\$1,384,358	\$0	\$1,384,358
Gen. Gov't Building							
Personnel			\$0		\$0		\$0
Supplies & Expenses	27,035		27,035		\$27,035		27,035
Other Services & Charges	124,833	1,400	126,233		\$126,233		126,233
Capital Outlays			0		\$0		0
Total - Gen. Gov't Building	\$151,868	\$1,400	\$153,268	\$0	\$153,268	\$0	\$153,268
Intermodal Facility (Depot) O & M:							
Personnel			\$0		\$0		\$0
Supplies & Expenses	13,500		13,500		\$13,500		13,500
Other Services & Charges	124,340		124,340		\$124,340		124,340
Capital Outlays			0		\$0		0
Total - Depot O & M	\$137,840	\$0	\$137,840	\$0	\$137,840	\$0	\$137,840
Metro Planning							
Personnel	\$209,411		\$209,411		\$209,411		\$209,411
Supplies & Expenses	6,300		6,300	9,493	\$15,793		15,793
Other Services & Charges	6,600		6,600	93,450	\$100,050		100,050
Capital Outlays	500		500		\$500		500
Total - Metro Planning	\$222,811	\$0	\$222,811	\$102,943	\$325,754	\$0	\$325,754
Gen. Gov't Insurance/Other serv.							
Personnel	\$3,171		\$3,171		\$3,171		\$3,171
Supplies & Expenses	1,200		1,200		\$1,200		1,200
Other Services & Charges	1,734,168		1,734,168		\$1,734,168		1,734,168
Capital Outlays			0		\$0		0
Total - Gen. Gov't Insur/other Serv	\$1,738,539	\$0	\$1,738,539	\$0	\$1,738,539	\$0	\$1,738,539
Federal Programs Administration							
Personnel	\$132,184		132,184		\$132,184		132,184
Supplies	9,170		9,170	-\$4,920	\$4,250		4,250
Other Services & Charges	6,400		6,400	-\$4,000	\$2,400		2,400
Capital Outlay	0		0		\$0		0
Total - Federal Programs Admin	\$147,754	\$0	\$147,754	-\$8,920	\$138,834	\$0	\$138,834
Recap - General Government Cost Centers							
Personnel	\$3,836,918	\$0	\$3,836,918	\$0	\$3,836,918	\$0	\$3,836,918
Supplies & Expenses	\$194,638	\$1,731	\$196,369	\$8,990	\$205,359	\$2,000	\$207,359
Other Services & Charges	\$2,938,572	\$9,763	\$2,948,335	\$114,230	\$3,062,565	\$3,000	\$3,065,565
Capital Outlays	\$319,500	\$440,254	\$759,754	\$0	\$759,754	\$100	\$759,854
Total - Gen. Government	\$7,289,628	\$451,748	\$7,741,376	\$123,220	\$7,864,596	\$5,100	\$7,869,696
Police							
Personnel	\$9,150,415		\$9,150,415		\$9,150,415		\$9,150,415
Supplies & Expenses	746,641		746,641	380	\$747,021		747,021
Other Services & Charges	484,291	5,000	489,291	534	\$489,825	\$13,000	502,825
Capital Outlays	564,440	52,051	616,491	-180	\$616,311		616,311
Total - Police	\$10,945,787	\$57,051	\$11,002,838	\$734	\$11,003,572	\$13,000	\$11,016,572
Police & Fire Training							
Personnel	\$33,433		\$33,433		\$33,433		\$33,433
Supplies & Expenses	146,368	33,290	179,658	-280	\$179,378		179,378
Other Services & Charges	122,764	10,523	133,287		\$133,287		133,287
Capital Outlays	0	74,694	74,694		\$74,694		74,694
Total - Police & Fire Training	\$302,565	\$118,507	\$421,072	-\$280	\$420,792	\$0	\$420,792
Fire							
Personnel	\$6,606,588		\$6,606,588		\$6,606,588		\$6,606,588
Supplies & Expenses	368,855	-19,000	349,855		\$349,855		349,855
Other Services & Charges	317,095	-2,400	314,695		\$314,695		314,695
Capital Outlays	0	23,000	23,000		\$23,000		23,000
Total - Fire Dept	\$7,292,538	\$1,600	\$7,294,138	\$0	\$7,294,138	\$0	\$7,294,138

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	November Amend'ts	Amended Budgets	Jan-March Amend'ts	Amended Budgets	Proposed April Amend'ts	Amended Budgets
Code Enforcement							
Personnel	\$542,694		\$542,694		\$542,694		\$542,694
Supplies & Expenses	31,397	672	32,069		\$32,069		32,069
Other Services & Charges	55,572	2,150	57,722		\$57,722		57,722
Capital Outlays	42,000		42,000		\$42,000		42,000
Total - Code Enforcement	\$671,663	\$2,822	\$674,485	\$0	\$674,485	\$0	\$674,485
Contractual Services - Public Safety							
Personnel	\$162,940		\$162,940		\$162,940	\$24,330	\$187,270
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	1,512,445		1,512,445	190,934	\$1,703,379	\$200,000	1,903,379
Capital Outlays			0		\$0		0
Total - Cont. Serv. - Public Safety	\$1,675,385	\$0	\$1,675,385	\$190,934	\$1,866,319	\$224,330	\$2,090,649
<u>Public Services Cost Centers:</u>							
Traffic Maint.							
Personnel	\$360,960		\$360,960		\$360,960		\$360,960
Supplies & Expenses	137,544		137,544		\$137,544	\$81,750	219,294
Other Services & Charges	44,492		44,492		\$44,492	\$111,800	156,292
Capital Outlays	37,550	85,173	122,723		\$122,723		122,723
Total - Traffic Maint.	\$580,546	\$85,173	\$665,719	\$0	\$665,719	\$193,550	\$859,269
Streets							
Personnel	\$1,689,175		\$1,689,175		\$1,689,175		\$1,689,175
Supplies & Expenses	466,250	11,536	477,786		\$477,786		477,786
Other Services & Charges	233,956	2,816	236,772		\$236,772		236,772
Capital Outlays	0	10,438	10,438		\$10,438		10,438
Total - Streets	\$2,389,381	\$24,790	\$2,414,171	\$0	\$2,414,171	\$0	\$2,414,171
Street Lights							
Personnel			\$0		\$0		\$0
Supplies & Expenses			0		\$0		0
Other Services & Charges	1,100,000		1,100,000		\$1,100,000		1,100,000
Capital Outlays			0		\$0		0
Total - Street Lights	\$1,100,000	\$0	\$1,100,000	\$0	\$1,100,000	\$0	\$1,100,000
Engineering							
Personnel	\$339,580		\$339,580		\$339,580		\$339,580
Supplies & Expenses	19,200		19,200		\$19,200		19,200
Other Services & Charges	262,753	8,947	271,700		\$271,700	\$138,600	410,300
Capital Outlays	0		0		\$0		0
Total - Engineering	\$621,533	\$8,947	\$630,480	\$0	\$630,480	\$138,600	\$769,080
Shop							
Personnel	\$462,974		\$462,974		\$462,974	\$1,000	\$463,974
Supplies & Expenses	47,675		47,675		\$47,675		47,675
Other Services & Charges	47,351		47,351		\$47,351		47,351
Capital Outlays	8,000		8,000		\$8,000		8,000
Total - Shop	\$566,000	\$0	\$566,000	\$0	\$566,000	\$1,000	\$567,000
GOFs							
Personnel	\$314,650		\$314,650		\$314,650		\$314,650
Supplies & Expenses	16,600	285	16,885		\$16,885		16,885
Other Services & Charges	24,535		24,535		\$24,535		24,535
Capital Outlays	5,945		5,945		\$5,945		5,945
Total - GOFs	\$361,730	\$285	\$362,015	\$0	\$362,015	\$0	\$362,015
Drainage							
Personnel	\$170,878		\$170,878		\$170,878		\$170,878
Supplies & Expenses	74,330	3,396	77,726		\$77,726		77,726
Other Services & Charges	436,000		436,000		\$436,000		436,000
Capital Outlays	934,850		934,850		\$934,850		934,850
Total - Drainage	\$1,616,058	\$3,396	\$1,619,454	\$0	\$1,619,454	\$0	\$1,619,454
Construction							
Personnel	\$646,819		\$646,819		\$646,819		\$646,819
Supplies & Expenses	140,634		140,634		\$140,634	\$60,850	201,484
Other Services & Charges	106,035	10,207	116,242		\$116,242	\$5,330	121,572
Capital Outlays	44,500		44,500	18,000	\$62,500		62,500
Total - Construction	\$937,988	\$10,207	\$948,195	\$18,000	\$966,195	\$66,180	\$1,032,375
Sanitation							
Personnel	\$1,278,299		\$1,278,299		\$1,278,299		\$1,278,299
Supplies & Expenses	341,350	6,704	348,054		\$348,054		348,054
Other Services & Charges	954,865		954,865	165,000	\$1,119,865	\$500,750	1,620,615
Capital Outlays	0		0		\$0		0
Total - Sanitation	\$2,574,514	\$6,704	\$2,581,218	\$165,000	\$2,746,218	\$500,750	\$3,246,968
Street Cleaning							
Personnel	\$63,720		\$63,720		\$63,720		\$63,720
Supplies & Expenses	24,800		24,800		\$24,800		24,800
Other Services & Charges	11,100		11,100		\$11,100		11,100
Capital Outlays	0	204,793	204,793		\$204,793		204,793
Total - Street Cleaning	\$99,620	\$204,793	\$304,413	\$0	\$304,413	\$0	\$304,413

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	November Amend'ts	Amended Budgets	Jan-March Amend'ts	Amended Budgets	Proposed April Amend'ts	Amended Budgets
Health							
Personnel	\$405,904		\$405,904		\$405,904		\$405,904
Supplies & Expenses	143,900	1,106	145,006		\$145,006		145,006
Other Services & Charges	8,650		8,650		\$8,650		8,650
Capital Outlays	0		0		\$0		0
Total - Health	\$558,454	\$1,106	\$559,560	\$0	\$559,560	\$0	\$559,560
Recap - Public Services:							
Personnel	\$5,732,959	\$0	\$5,732,959	\$0	\$5,732,959	\$1,000	\$5,733,959
Supplies & Expenses	\$1,412,283	23,027	1,435,310	0	\$1,435,310	142,600	1,577,910
Other Services & Charges	\$3,229,737	21,970	3,251,707	165,000	\$3,416,707	756,480	4,173,187
Capital Outlays	\$1,030,845	300,404	1,331,249	18,000	\$1,349,249	0	1,349,249
Total - Public Services	\$11,405,824	\$345,401	\$11,751,225	\$183,000	\$11,934,225	\$900,080	\$12,834,305
Animal Control							
Personnel	\$126,599		\$126,599		\$126,599		\$126,599
Supplies & Expenses	23,950		23,950		\$23,950		23,950
Other Services & Charges	123,073		123,073		\$123,073		123,073
Capital Outlays	0		0		\$0		0
Total - Animal Control	\$273,622	\$0	\$273,622	\$0	\$273,622	\$0	\$273,622
Human/Social Assist							
Personnel			\$0		\$0		\$0
Supplies & Expenses			0		\$0		0
Other Services & Charges	159,500		159,500		\$159,500		159,500
Capital Outlays			0		\$0		0
Total - Human/Social Assist	\$159,500	\$0	\$159,500	\$0	\$159,500		\$159,500
Economic Dev							
Personnel			\$0		\$0		\$0
Supplies & Expenses			0		\$0		0
Other Services & Charges	160,000		160,000		\$160,000		160,000
Capital Outlays			0		\$0		0
Total - Economic Dev.	\$160,000	\$0	\$160,000	\$0	\$160,000		\$160,000
Debt Service							
Principal	\$1,741,550	\$162,000	\$1,903,550		\$1,903,550		\$1,903,550
Interest	191,175	\$11,600	\$202,775		\$202,775		\$202,775
Total Debt Service	\$1,932,725	\$173,600	\$2,106,325	\$0	\$2,106,325	\$0	\$2,106,325
Airport							
Personnel	\$96,630		\$96,630		\$96,630	\$2,915	\$99,545
Supplies & Expenses	56,198		56,198		\$56,198		56,198
Other Services & Charges	72,975		72,975		\$72,975		72,975
Capital Outlays	0		0		\$0		0
Total - Airport	\$225,803	\$0	\$225,803	\$0	\$225,803	\$2,915	\$228,718
Cemetery							
Personnel	\$613,452		\$613,452		\$613,452	\$1,000	\$614,452
Supplies & Expenses	89,350		89,350		\$89,350	\$1,263	90,613
Other Services & Charges	53,350		53,350		\$53,350		53,350
Capital Outlays	79,500		79,500		\$79,500		79,500
Total - Cemetery	\$835,652	\$0	\$835,652	\$0	\$835,652	\$2,263	\$837,915
Parking Garages							
Personnel	\$191,979		\$191,979		\$191,979		\$191,979
Supplies & Expenses	7,250		7,250		\$7,250		7,250
Other Services & Charges	82,402	3,137	85,539		\$85,539		85,539
Capital Outlays	10,000		10,000	70,000	\$80,000		80,000
Total - Parking Garages	\$291,631	\$3,137	\$294,768	\$70,000	\$364,768	\$0	\$364,768
Transfers to Other Funds	\$3,187,234	20,000	\$3,207,234	100,000	\$3,307,234		\$3,307,234
EXPENDITURES & TRANSFERS	\$46,649,557	\$1,173,866	\$47,823,423	\$667,608	\$48,491,031	\$1,147,688	\$49,638,719
Recap - General Fund							
Personnel	\$27,094,607	\$0	\$27,094,607	\$0	\$27,094,607	\$29,245	\$27,123,852
Supplies & Expenses	3,076,930	39,720	3,116,650	9,090	3,125,740	145,863	3,271,603
Other Services & Charges	9,311,776	50,143	9,361,919	470,698	9,832,617	972,480	10,805,097
Capital Outlays	2,046,285	890,403	2,936,688	87,820	3,024,508	100	3,024,608
Principal Payments	1,741,550	162,000	1,903,550	0	1,903,550	0	1,903,550
Interest Payments	191,175	11,600	202,775	0	202,775	0	202,775
Total - Gen. Fund Cost Centers	\$43,462,323	\$1,153,866	\$44,616,189	\$567,608	\$45,183,797	\$1,147,688	\$46,331,485
Transfers to Other Funds	3,187,234	20,000	3,207,234	100,000	3,307,234	0	3,307,234
Total - Expenditures & Transfers	\$46,649,557	\$1,173,866	\$47,823,423	\$667,608	\$48,491,031	\$1,147,688	\$49,638,719
Ending Cash Budget	\$2,270,959	-\$205,575	\$2,065,384	-\$156,763	\$1,908,621	-\$426,425	\$1,482,196

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	Nov. Amend'ts	Amended Budgets	Jan-March Amend'ts	Amended Budgets	Proposed April Amend'ts	Amended Budgets
Parks & Recreation (Fund #2):							
Recreation Maint. Cost Center							
Personnel	\$1,082,984		\$1,082,984		\$1,082,984		\$1,082,984
Supplies & Expenses	357,446		357,446		\$357,446		357,446
Other Services & Charges	189,170	2,089	191,259		\$191,259	20,000	211,259
Capital Outlays	489,000	35,890	524,890	199,528	\$724,418	10,000	734,418
Total - Recreation Maint.	\$2,118,600	\$37,979	\$2,156,579	\$199,528	\$2,356,107	30,000	\$2,386,107
Recreation Admin.							
Personnel	\$469,918		\$469,918		\$469,918		\$469,918
Supplies & Expenses	98,680	1,810	100,490		\$100,490		100,490
Other Services & Charges	456,884		456,884		\$456,884		456,884
Capital Outlays	0		0		\$0		0
Total - Recreation Admin.	\$1,025,482	\$1,810	\$1,027,292	\$0	\$1,027,292	0	\$1,027,292
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	0	\$0
Recap - Parks & Recreation Fund:							
Personnel	\$1,552,902	\$0	\$1,552,902	\$0	\$1,552,902	\$0	\$1,552,902
Supplies & Expenses	456,126	1,810	457,936	0	\$457,936	0	457,936
Other Services & Charges	646,054	2,089	648,143	0	\$648,143	20,000	668,143
Capital Outlays	489,000	35,890	524,890	199,528	\$724,418	10,000	734,418
Total - Recreation Maint.	\$3,144,082	\$39,789	\$3,183,871	\$199,528	\$3,383,399	\$30,000	\$3,413,399
Municipal Fire Protection (Fund #5):							
Personnel			\$0		\$0		\$0
Supplies & Expenses	72,000		72,000		\$72,000		72,000
Other Services & Charges	44,500		44,500		\$44,500		44,500
Capital Outlays	423,761	6,728	430,489		\$430,489		430,489
Principal Payments	148,560		148,560		\$148,560		148,560
Interest Payments	23,540		23,540		\$23,540		23,540
Total - Municipal Fire Prot. Fun	\$712,361	\$6,728	\$719,089	\$0	\$719,089	\$0	\$719,089
Special Streets (Fund #8):							
Personnel			\$0		\$0		\$0
Supplies & Expenses			0		\$0		0
Other Services & Charges			0		\$0		0
Capital Outlays	261,000		261,000		\$261,000		261,000
Total - Special Streets	\$261,000	\$0	\$261,000	\$0	\$261,000	0	\$261,000
Water & Sewer Operation & Maint. (Fund #9):							
Customer Accounts Cost Center							
Personnel	\$231,808	\$159,912	\$391,720		\$391,720		\$391,720
Supplies & Expenses	7,968	13,000	20,968		\$20,968		20,968
Other Services & Charges	121,730	12,300	134,030		\$134,030		134,030
Capital Outlays	0	8,000	8,000	20,000	\$28,000		28,000
Total - Customer Accounts	\$361,506	\$193,212	\$554,718	\$20,000	\$574,718	0	\$574,718
Water Transmission Cost Center							
Personnel	\$897,533	-\$159,912	\$737,621		\$737,621		\$737,621
Supplies & Expenses	182,600	-10,000	172,600		\$172,600		172,600
Other Services & Charges	550,500		550,500		\$550,500		550,500
Capital Outlays	40,000		40,000		\$40,000		40,000
Total - Water Trans.	\$1,670,633	-\$169,912	\$1,500,721	\$0	\$1,500,721	0	\$1,500,721
Plant Cost Center							
Personnel	\$554,776		\$554,776		\$554,776	3,000	\$557,776
Supplies & Expenses	168,450	697	169,147		\$169,147		169,147
Other Services & Charges	941,510	44,854	986,364		\$986,364		986,364
Capital Outlays	19,500		19,500		\$19,500		19,500
Total - Plant	\$1,684,236	\$45,551	\$1,729,787	\$0	\$1,729,787	3,000	\$1,732,787
Sewer Cost Center							
Personnel	\$686,706		\$686,706		\$686,706		\$686,706
Supplies & Expenses	259,500		259,500		\$259,500		259,500
Other Services & Charges	937,250	719	937,969		\$937,969		937,969
Capital Outlays	3,000	304,840	307,840		\$307,840		307,840
Total - Water Trans.	\$1,886,456	\$305,559	\$2,192,015	\$0	\$2,192,015	0	\$2,192,015
Lagoon Cost Center							
Personnel	\$258,485		\$258,485		\$258,485		\$258,485
Supplies & Expenses	376,800		376,800		\$376,800		376,800
Other Services & Charges	1,722,400	7,400	1,729,800		\$1,729,800		1,729,800
Capital Outlays	60,000		60,000		\$60,000		60,000
Principal Payments			0		\$0		0
Interest Payments			0		\$0		0
Total - Lagoon Cost Center	\$2,417,685	\$7,400	\$2,425,085	\$0	\$2,425,085	0	\$2,425,085
Recap: Water & Sewer O & M Fund:							
Personnel	\$2,629,308	\$0	\$2,629,308	\$0	\$2,629,308	\$3,000	\$2,632,308
Supplies & Expenses	995,318	3,697	999,015	0	\$999,015	0	999,015
Other Services & Charges	4,273,390	65,273	4,338,663	0	\$4,338,663	0	4,338,663
Capital Outlays	122,500	312,840	435,340	20,000	\$455,340	0	455,340
Principal Payments	0	0	0	0	\$0	0	0

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	Nov. Amend'ts	Amended Budgets	Jan-March Amend'ts	Amended Budgets	Proposed April Amend'ts	Amended Budgets
Interest Payments	0	0	0	0	\$0	0	0
Total - Water & Sewer O & M Fund	\$8,020,516	\$381,810	\$8,402,326	\$20,000	\$8,422,326	\$3,000	\$8,425,326
Water & Sewer Bond & Int. (Fund #10):							
Principal Payments	\$2,070,000		\$2,070,000		\$2,070,000		\$2,070,000
Interest Payments	\$1,240,325		\$1,240,325		\$1,240,325	20,700	\$1,261,025
Paying Agent Fees	\$2,500		\$2,500		\$2,500		\$2,500
Total - W & S Bond & Int. Fund	\$3,312,825	\$0	\$3,312,825	\$0	\$3,312,825	20,700	\$3,333,525
Water & Sewer Revenue (Fund #11):							
Principal Payments	\$463,210		\$463,210		\$463,210		\$463,210
Interest Payments	81,660		81,660		\$81,660		81,660
other services & charges	22,400		22,400		\$22,400		22,400
Transfers to other funds	14,199,230		14,199,230		\$14,199,230		14,199,230
Total - W & S Revenue Fund	\$14,766,500	\$0	\$14,766,500	\$0	\$14,766,500	0	\$14,766,500
1999 Tax Increment (Walmart) Bond & Int (Fund #12):							
Principal Payments	\$55,000		\$55,000		\$55,000		\$55,000
Interest Payments	9,200		9,200		\$9,200		\$9,200
Paying Agent Fees	2,000		2,000		\$2,000		\$2,000
Total - 1999 TIF Bond & Int Fund	\$66,200	0	\$66,200	0	\$66,200	0	\$66,200
City Bond & Interest (Fund #13):							
Principal Payments	\$3,290,730		\$3,290,730		\$3,290,730		\$3,290,730
Interest Payments	636,613		636,613		\$636,613		636,613
Other Services & Charges	116,759		116,759		\$116,759		116,759
Paying Agent Fees	15,000		15,000		\$15,000		15,000
Total - 1999 TIF Bond & Int Fund	\$4,059,102	\$0	\$4,059,102	\$0	\$4,059,102	\$0	\$4,059,102
USA Yeast Bond & Interest (Fund #15):							
Principal Payments	\$385,000	\$0	\$385,000		\$385,000		\$385,000
Interest Payments	23,100	0	23,100		\$23,100		23,100
other services & charges	5,000		5,000		\$5,000		5,000
Total - 1999 TIF Bond & Int Fund	\$413,100	0	\$413,100	0	\$413,100	0	\$413,100
Police Fines & Forfeitures (Fund #19):							
Personnel			\$0		\$0		\$0
Supplies & Expenses	145,400	1,839	147,239		\$147,239	5,261	152,500
Other Services & Charges	30,000	-2,804	27,196		\$27,196		27,196
Capital Outlays	74,600		74,600		\$74,600	23,047	97,647
Transfers			0		\$0		0
Total - Fines & Forf. Fund	\$250,000	-\$965	\$249,035	\$0	\$249,035	\$28,308	\$277,343
Series 2002 TIF Bond & Int (Southern Points, Fund #20):							
Principal Payments	\$85,000		\$85,000		\$85,000		\$85,000
Interest Payments	3,825		3,825		\$3,825		3,825
other services & charges	1,250		1,250		\$1,250		1,250
Total - 1999 TIF Bond & Int Fund	\$90,075	0	\$90,075	0	\$90,075	0	\$90,075
Series 2004 TIF Bond & Int (Home Depot, Fund #21):							
Principal Payments	\$75,000		\$75,000		\$75,000		\$75,000
Interest Payments	8,345		8,345		\$8,345		8,345
other services & charges	1,000		1,000		\$1,000		1,000
Total - 2004 TIF Bond & Int Fund	\$84,345	0	\$84,345	0	\$84,345	0	\$84,345
Series 2003 TIF Bond & Int (Chauvet Sq., Fund #22):							
Principal Payments	\$95,000		\$95,000		\$95,000		\$95,000
Interest Payments	97,210		97,210		\$97,210		97,210
other services & charges	2,000		2,000		\$2,000		2,000
Transfers to other Funds			0		\$0		0
Total - 2003 TIF Bond & Int Fund	\$194,210	\$0	\$194,210	\$0	\$194,210	0	\$194,210
Series 2007 TIF Bond & Int (Turtle Creek Fund 23):							
Principal Payments	285,000		285,000		\$285,000		285,000
Interest Payments	149,776		149,776		\$149,776		149,776
Other Services & Charges	5,000		5,000		\$5,000		5,000
Total - 2007 TIF Bond & Int Fund	\$439,776	\$439,776	\$439,776	\$439,776	\$0	\$439,776	
Series 2008 TIF Bond & Int (Lincoln Center Fund 24):							
Principal Payments	\$35,000		35,000		\$35,000		35,000
Interest Payments	\$18,700		18,700		\$18,700	\$700	19,400
Other Services & Charges	\$1,000		1,000		\$1,000		1,000
Total - 2008 TIF Bond & Int Fund	\$54,700	\$0	\$54,700	\$0	\$54,700	\$700	\$55,400
Series 2011 TIF Bond & Int (Turtle Creek Commons/Kohl's Fund 25):							
Principal Payments	\$60,000		60,000		\$60,000		60,000
Interest Payments	\$32,000		32,000		\$32,000		32,000
Other Services & Charges	\$1,000		1,000	\$1,000	\$2,000		2,000
Total - 2008 TIF Bond & Int Fund	\$93,000	\$0	\$93,000	\$1,000	\$94,000	\$0	\$94,000
Airport Imp. (Fund #39):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	1,413,440	-271,311	1,142,129	306,864	\$1,448,993		1,448,993
Total - Airport Imp. Fund	\$1,413,440	-\$271,311	\$1,142,129	\$306,864	\$1,448,993	\$0	\$1,448,993
2009 Gen.Oblig.Refunding Bonds (Fund #50)							
Bonds Redeemed			0		0		0

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	Nov. Amend'ts	Amended Budgets	Jan-March Amend'ts	Amended Budgets	Proposed April Amend'ts	Amended Budgets
Interest on Bonds			0		0		0
Paying Agent Fees			0		0		0
Other Services & Charges			0		0		0
Total - 2007 G.O. Refunding	0	0	0		0	0	0

Municipal Road & Bridge (Fund #72):

Personnel			\$0		\$0		\$0
Supplies & Expenses	225,000		225,000		\$225,000		225,000
Other Services & Charges	666,000	41,650	707,650		\$707,650		707,650
Capital Outlays	9,071,294	173,291	9,244,585		\$9,244,585		9,244,585
Principal	24,293		24,293		\$24,293		24,293
Interest	5,690		5,690		\$5,690		5,690
Total - Municipal Road & Bridge	\$9,992,277	\$214,941	\$10,207,218	\$0	\$10,207,218	\$0	\$10,207,218

Mass Transit (Fund #73):

Personnel	\$590,784		\$590,784		\$590,784		\$590,784
Supplies & Expenses	224,300		224,300		\$224,300		224,300
Other Services & Charges	169,900		169,900		\$169,900		169,900
Capital Outlays	422,579	598,049	1,020,628		\$1,020,628		1,020,628
Total - Mass Transit Fund	\$1,407,563	\$598,049	\$2,005,612	\$0	\$2,005,612	\$0	\$2,005,612

Water & Sewer Construction (Fund #75):

Personnel			\$0		\$0		\$0
Supplies & Expenses			0		\$0		0
Other Services & Charges	1,050,000		1,050,000		\$1,050,000		1,050,000
Capital Outlays	8,690,553		8,690,553	5,276,909	\$13,967,462		13,967,462
Total - W & S Construction Fund	\$9,740,553	\$0	\$9,740,553	\$5,276,909	\$15,017,462	\$0	\$15,017,462

Community Centers (Fund #77):

Personnel	\$506,314		\$506,314		\$506,314		\$506,314
Supplies & Expenses	67,900		67,900		\$67,900		67,900
Other Services & Charges	263,150	-39,600	223,550	374,800	\$598,350		598,350
Capital Outlays	183,500	-28,500	155,000		\$155,000		155,000
Total - Community Centers Fund	\$1,020,864	-\$68,100	\$952,764	\$374,800	\$1,327,564	\$0	\$1,327,564

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

Supplies			0		\$0		0
Other Services & Charges	\$100,000	-\$61,850	38,150		\$38,150		38,150
Capital Outlay	100,000	-\$88,432	11,568		\$11,568		11,568
Total - Series 2009 G.O. Bonds	\$200,000	-\$150,282	\$49,718	\$0	\$49,718	0	\$49,718

Community Dev. Block Grant (Fund #82):

Personnel	\$229,589		\$229,589		\$229,589		\$229,589
Supplies & Expenses	7,900		7,900		\$7,900		7,900
Other Services & Charges	564,755	-23,136	541,619		\$541,619		541,619
Capital Outlays	1,171,824		1,171,824	-20,364	\$1,151,460		1,151,460
Transfers			0		\$0		0
Total - CDBG Fund	\$1,974,068	-\$23,136	\$1,950,932	-\$20,364	\$1,930,568	\$0	\$1,930,568

Series 2002 TIF (Southern Pointe) Construction (Fund # 88):

Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	0		0		\$0		0
Transfers to other Funds	0		0		\$0		0
Total - Series 2002 Const. Fund	\$0	\$0	\$0	\$0	\$0	0	\$0

Series 2004 TIF (Home Depot) Construction (Fund # 89):

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

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

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

TIF (Turtle Creek) Construction (Fund # 91):

Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	0		0		\$0		0
Transfers	0		0	49	\$49		49
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$49	\$49	0	\$49

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

Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	187,300		187,300		\$187,300		187,300
Transfers	0		0		\$0		0
Total - Series 2001 Const. Fund	\$187,300	\$0	\$187,300	\$0	\$187,300	0	\$187,300

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	Nov. Amend'ts	Amended Budgets	Jan-March Amend'ts	Amended Budgets	Proposed April Amend'ts	Amended Budgets
Mississippi Dev. Bank Construction (Fund # 96):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges			0		\$0		0
Capital Outlays	42,207	85,715	127,922	-17,628	\$110,294		110,294
Total - MDB Fund	\$42,207	\$85,715	\$127,922	-\$17,628	\$110,294	0	\$110,294
Kemper Park Imp. (Fund #98):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	100,000	-13,903	86,097		\$86,097		86,097
Total - Kemper Park Imp. Fund	\$100,000	-\$13,903	\$86,097	\$0	\$86,097	0	\$86,097
Series 2010 Water & Sewer G.O. Constr. (Fund #99):							
Personnel							
Supplies & Expenses			0		\$0		0
Other Services & Charges					\$0		0
Capital Outlay	\$868,299		868,299		\$868,299		868,299
Total - Series 2010 Constr.	\$868,299	\$0	\$868,299	\$0	\$868,299	\$868,299	
Series 2012 Water & Sewer Const. (Fund #94):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	9,106,410	-1,111,122	7,995,288	0	\$7,995,288		7,995,288
Transfers Out	0		0		\$0		0
Total - Series 2006 Const.	\$9,106,410	-\$1,111,122	\$7,995,288	\$0	\$7,995,288	0	\$7,995,288
GRAND TOTAL - FUNDS OTHER THAN THE GENERAL FUND	\$72,014,773	-\$311,787	\$71,702,986	\$6,141,158	\$77,844,144	\$82,708	\$77,926,852
General Fund	\$46,649,557	\$1,173,866	\$47,823,423	\$667,608	\$48,491,031	\$1,147,688	\$49,638,719
TOTAL EXPENDITURES & TRANS	\$118,664,330	\$862,079	\$119,526,409	\$6,808,766	\$126,335,175	\$1,230,396	\$127,565,571
Less: Interfund Transfers	-17,386,464	-20,000	-17,406,464	-100,049	-17,506,513	0	-17,506,513
TOTAL EXPENDITURES	\$101,277,866	\$842,079	\$102,119,945	\$6,708,717	\$108,828,662	\$1,230,396	\$110,059,058
Recap of City-Wide Expenditure Budgets:							
Personnel	\$32,603,504	\$0	\$32,603,504	\$0	\$32,603,504	\$32,245	\$32,635,749
Supplies & Expenses	\$5,270,874	\$47,066	\$5,317,940	\$9,090	\$5,327,030	\$151,124	\$5,478,154
Other Services & Charges	\$17,294,434	\$31,765	\$17,326,199	\$846,498	\$18,172,697	\$992,480	\$19,165,177
Capital Outlays	\$34,774,552	\$589,648	\$35,364,200	\$5,853,129	\$41,217,329	\$33,147	\$41,250,476
Principal Payments	8,813,343	162,000	8,975,343	0	8,975,343	0	8,975,343
Interest Payments	2,521,159	11,600	2,532,759	0	2,532,759	21,400	2,554,159
Total Expenditure Budgets	\$101,277,866	\$842,079	\$102,119,945	\$6,708,717	\$108,828,662	\$1,230,396	\$110,059,058

MEMORANDUM

TO: Mayor DuPree, Members of City Council
FROM: Connie Everett, CFO
DATE: April 16, 2013
SUBJECT: Proposed Budget Amendments

Below is a listing of proposed amendments to the FY 2013 budget for the City of Hattiesburg. General Fund amendments are presented as an adjustment to budgeted ending cash:

Budgeted Ending Cash as amended	\$1,908,621
Revenue adjustments:	
Federal revenue - FEMA	721,263
Expenditure Adjustments:	
City Council – software purchase	-100
Human Resources – adjust budget for copying costs	-5,000
Police – network wireless, utilities	-13,000
Contractual Services – special duty wages, prisoner housing	-224,330
Traffic – signs and signal repairs from tornado	-193,550
Engineering – debris monitoring costs	-138,600
Shop – adjust budget for unemployment costs	-1,000
Construction – streetlight repair parts, generator repair	-66,180
Sanitation – tornado debris disposal, recycling; Forrest and Clark Counties reimbursement	-500,750
Airport – adjust budget for unemployment costs	-2,915
Cemetery – adjust budget for unemployment and budget for grant	<u>-2,263</u>
Revised Budgeted Ending Cash	\$1,482,196
Parks & Recreation Fund – adjust budget for Forrest County contribution and grant award	\$30,000
Water & Sewer O & M Fund – adjust budget for unemployment costs	\$3,000
Water & Sewer Bond & Interest fund – budget debt service on \$3M loan	\$20,700
Police Forfeitures Fund – budget D.A.R.E. and seizure revenue	\$28,308
Series 2008 TIF Bond & Interest (Lincoln Center) Fund – adjust budget for debt service	\$700

Please give me a call after you review the above information if you have any questions.

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	November Amend'ts	Amended Budgets	Jan-March Amend'ts	Amended Budgets	Proposed April Amend'ts	Amended Budgets
<u>Revenues & Beg. Cash Balance:</u>							
Taxes -Other	\$28,000		\$28,000		\$28,000		\$28,000
Licenses & Permits	4,440,000		4,440,000		\$4,440,000		\$4,440,000
Intergovernmental Revenues:							\$0
Federal	718,771	42,419	761,190	339,370	\$1,100,560	\$721,263	\$1,821,823
State	278,420	-3,295	275,125	171,475	\$446,600		\$446,600
State-Shared	20,456,000	125,754	20,581,754		\$20,581,754		\$20,581,754
County/City Shared	66,000		66,000		\$66,000		\$66,000
Charges for Services					\$0		\$0
Public Safety	190,000		190,000		\$190,000		\$190,000
Streets	20,100		20,100		\$20,100		\$20,100
Sanitation	2,220,000		2,220,000		\$2,220,000		\$2,220,000
Misc.	0		0		\$0		\$0
Fines & Forf.	1,602,000		1,602,000		\$1,602,000		\$1,602,000
Misc. Revenues	200,350	5,000	205,350		\$205,350		\$205,350
Transfers-In	794,475		794,475		\$794,475		\$794,475
Non-Revenue Receipts	1,021,400	567,112	1,588,512		\$1,588,512		\$1,588,512
TOTAL REVENUES EXCLUSIVE OF			0		0		\$0
PROPERTY TAXES	\$32,035,516	\$736,990	\$32,772,506	\$510,845	\$33,283,351	\$721,263	\$34,004,614
Beg. Fund Balance	4,600,000	231,301	4,831,301		\$4,831,301		4,831,301
Property Tax Levy	12,285,000	0	12,285,000		\$12,285,000		12,285,000
TOTAL AVAIL. REVENUES	\$48,920,516	\$968,291	\$49,888,807	\$510,845	\$50,399,652	\$721,263	\$51,120,915

THE GENERAL FUND EXPENDITURE BUDGETS:

City Council							
Personnel	\$201,850		\$201,850		\$201,850		201,850
Supplies & Expenses	3,400		3,400		\$3,400		3,400
Other Services & Charges	122,465		122,465		\$122,465		122,465
Capital Outlays	74,000	4,350	78,350		\$78,350	\$100	78,450
Total - City Council	\$401,715	\$4,350	\$406,065	\$0	\$406,065	\$100	\$406,165
City Court							
Personnel	\$957,552		\$957,552		\$957,552		957,552
Supplies & Expenses	13,515		13,515	4,417	\$17,932		17,932
Other Services & Charges	141,418	2,801	144,219	14,000	\$158,219		158,219
Capital Outlays	0		0		\$0		0
Total - City Court	\$1,112,485	\$2,801	\$1,115,266	\$18,417	\$1,133,703	\$0	\$1,133,703
Mayor/Admin.							
Personnel	\$533,566		\$533,566		\$533,566		533,566
Supplies & Expenses	12,900		12,900		\$12,900		12,900
Other Services & Charges	103,702		103,702		\$103,702		103,702
Capital Outlays	0		0		\$0		0
Total - Mayor/Admin	\$650,168	\$0	\$650,168	\$0	\$650,168	\$0	\$650,168
Elections							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	2,000		2,000		\$2,000		2,000
Other Services & Charges	56,000		56,000	7,000	\$63,000		63,000
Capital Outlays	0		0		\$0		0
Total - Elections	\$58,000	\$0	\$58,000	\$7,000	\$65,000	\$0	\$65,000
Muni. Clerk							
Personnel	\$155,351		\$155,351		\$155,351		\$155,351
Supplies & Expenses	3,800		3,800		\$3,800		3,800
Other Services & Charges	34,695		34,695		\$34,695		34,695
Capital Outlays	0		0		\$0		0
Total - Muni. Clerk	\$193,846	\$0	\$193,846	\$0	\$193,846	\$0	\$193,846
Accounting							
Personnel	\$271,881		\$271,881		\$271,881		\$271,881
Supplies & Expenses	6,855		6,855		\$6,855		6,855
Other Services & Charges	2,075		2,075		\$2,075		2,075
Capital Outlays	0		0		\$0		0
Total - Accounting	\$280,811	\$0	\$280,811	\$0	\$280,811	\$0	\$280,811
Purchasing							
Personnel	\$134,382		\$134,382		\$134,382		\$134,382
Supplies & Expenses	6,628		6,628		\$6,628		6,628
Other Services & Charges	900		900		\$900		900
Capital Outlays	0		0		\$0		0
Total - Purchasing	\$141,910	\$0	\$141,910	\$0	\$141,910	\$0	\$141,910
City Attorney							
Personnel	\$93,242		\$93,242		\$93,242		\$93,242
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	18,500		18,500		\$18,500		18,500
Capital Outlays	0		0		\$0		0
Total - City Attorney	\$111,742	\$0	\$111,742	\$0	\$111,742	\$0	\$111,742
Human Resources							
Personnel	\$196,129		\$196,129		\$196,129		\$196,129
Supplies & Expenses	8,920		8,920		\$8,920	\$2,000	10,920
Other Services & Charges	4,640	3,200	7,840		\$7,840	\$3,000	10,840
Capital Outlays	0		0		\$0		0

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	November Amend'ts	Amended Budgets	Jan-March Amend'ts	Amended Budgets	Proposed April Amend'ts	Amended Budgets
Total - Human Resources	\$209,689	\$3,200	\$212,889	\$0	\$212,889	\$5,000	\$217,889
Loss Control							
Personnel	\$104,729		\$104,729		\$104,729		\$104,729
Supplies & Expenses	5,505	217	5,722		\$5,722		5,722
Other Services & Charges	4,845		4,845		\$4,845		4,845
Capital Outlays			0		\$0		0
Total - Loss Control	\$115,079	\$217	\$115,296	\$0	\$115,296	\$0	\$115,296
Urban Development							
Personnel	\$459,116		\$459,116		\$459,116		\$459,116
Supplies & Expenses	26,960	1,514	28,474		\$28,474		28,474
Other Services & Charges	180,841	2,362	183,203	3,780	\$186,983		186,983
Capital Outlays	0		0		\$0		0
Total - Urban Dev.	\$666,917	\$3,876	\$670,793	\$3,780	\$674,573	\$0	\$674,573
Information Systems							
Personnel	\$384,354		\$384,354		\$384,354		\$384,354
Supplies & Expenses	46,950		46,950		\$46,950		46,950
Other Services & Charges	272,150		272,150		\$272,150		272,150
Capital Outlays	245,000	435,904	680,904		\$680,904		680,904
Total - Inf Systems	\$948,454	\$435,904	\$1,384,358	\$0	\$1,384,358	\$0	\$1,384,358
Gen. Gov't Building							
Personnel			\$0		\$0		\$0
Supplies & Expenses	27,035		27,035		\$27,035		27,035
Other Services & Charges	124,833	1,400	126,233		\$126,233		126,233
Capital Outlays			0		\$0		0
Total - Gen. Gov't Building	\$151,868	\$1,400	\$153,268	\$0	\$153,268	\$0	\$153,268
Intermodal Facility (Depot) O & M							
Personnel			\$0		\$0		\$0
Supplies & Expenses	13,500		13,500		\$13,500		13,500
Other Services & Charges	124,340		124,340		\$124,340		124,340
Capital Outlays			0		\$0		0
Total - Depot O & M	\$137,840	\$0	\$137,840	\$0	\$137,840	\$0	\$137,840
Metro Planning							
Personnel	\$209,411		\$209,411		\$209,411		\$209,411
Supplies & Expenses	6,300		6,300	9,493	\$15,793		15,793
Other Services & Charges	6,600		6,600	93,450	\$100,050		100,050
Capital Outlays	500		500		\$500		500
Total - Metro Planning	\$222,811	\$0	\$222,811	\$102,943	\$325,754	\$0	\$325,754
Gen. Gov't Insurance/Other serv.							
Personnel	\$3,171		\$3,171		\$3,171		\$3,171
Supplies & Expenses	1,200		1,200		\$1,200		1,200
Other Services & Charges	1,734,168		1,734,168		\$1,734,168		1,734,168
Capital Outlays			0		\$0		0
Total - Gen. Gov't Insur/other Serv	\$1,738,539	\$0	\$1,738,539	\$0	\$1,738,539	\$0	\$1,738,539
Federal Programs Administration							
Personnel	\$132,184		132,184		\$132,184		132,184
Supplies	9,170		9,170	-\$4,920	\$4,250		4,250
Other Services & Charges	6,400		6,400	-\$4,000	\$2,400		2,400
Capital Outlay	0		0		\$0		0
Total - Federal Programs Admin	\$147,754	\$0	\$147,754	-\$8,920	\$138,834	\$0	\$138,834
Recap - General Government Cost Centers							
Personnel	\$3,836,918	\$0	\$3,836,918	\$0	\$3,836,918	\$0	\$3,836,918
Supplies & Expenses	\$194,638	\$1,731	\$196,369	\$8,990	\$205,359	\$2,000	\$207,359
Other Services & Charges	\$2,938,572	\$9,763	\$2,948,335	\$114,230	\$3,062,565	\$3,000	\$3,065,565
Capital Outlays	\$319,500	\$440,254	\$759,754	\$0	\$759,754	\$100	\$759,854
Total - Gen. Government	\$7,289,628	\$451,748	\$7,741,376	\$123,220	\$7,864,596	\$5,100	\$7,869,696
Police							
Personnel	\$9,150,415		\$9,150,415		\$9,150,415		\$9,150,415
Supplies & Expenses	746,641		746,641	380	\$747,021		747,021
Other Services & Charges	484,291	5,000	489,291	534	\$489,825	\$13,000	502,825
Capital Outlays	564,440	52,051	616,491	-180	\$616,311		616,311
Total - Police	\$10,945,787	\$57,051	\$11,002,838	\$734	\$11,003,572	\$13,000	\$11,016,572
Police & Fire Training							
Personnel	\$33,433		\$33,433		\$33,433		\$33,433
Supplies & Expenses	146,368	33,290	179,658	-280	\$179,378		179,378
Other Services & Charges	122,764	10,523	133,287		\$133,287		133,287
Capital Outlays	0	74,694	74,694		\$74,694		74,694
Total - Police & Fire Training	\$302,565	\$118,507	\$421,072	-\$280	\$420,792	\$0	\$420,792
Fire							
Personnel	\$6,606,588		\$6,606,588		\$6,606,588		\$6,606,588
Supplies & Expenses	368,855	-19,000	349,855		\$349,855		349,855
Other Services & Charges	317,095	-2,400	314,695		\$314,695		314,695
Capital Outlays	0	23,000	23,000		\$23,000		23,000
Total - Fire Dept.	\$7,292,538	\$1,600	\$7,294,138	\$0	\$7,294,138	\$0	\$7,294,138

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	November Amend'ts	Amended Budgets	Jan-March Amend'ts	Amended Budgets	Proposed April Amend'ts	Amended Budgets
Code Enforcement							
Personnel	\$542,694		\$542,694		\$542,694		\$542,694
Supplies & Expenses	31,397	672	32,069		\$32,069		32,069
Other Services & Charges	55,572	2,150	57,722		\$57,722		57,722
Capital Outlays	42,000		42,000		\$42,000		42,000
Total - Code Enforcement	\$671,663	\$2,822	\$674,485	\$0	\$674,485	\$0	\$674,485
Contractual Services - Public Safety							
Personnel	\$162,940		\$162,940		\$162,940	\$24,330	\$187,270
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	1,512,445		1,512,445	190,934	\$1,703,379	\$200,000	1,903,379
Capital Outlays			0		\$0		0
Total - Cont. Serv. - Public Safety	\$1,675,385	\$0	\$1,675,385	\$190,934	\$1,866,319	\$224,330	\$2,090,649
Public Services Cost Centers:							
Traffic Maint.							
Personnel	\$360,960		\$360,960		\$360,960		\$360,960
Supplies & Expenses	137,544		137,544		\$137,544	\$81,750	219,294
Other Services & Charges	44,492		44,492		\$44,492	\$111,800	156,292
Capital Outlays	37,550	85,173	122,723		\$122,723		122,723
Total - Traffic Maint.	\$580,546	\$85,173	\$665,719	\$0	\$665,719	\$193,550	\$859,269
Streets							
Personnel	\$1,689,175		\$1,689,175		\$1,689,175		\$1,689,175
Supplies & Expenses	466,250	11,536	477,786		\$477,786		477,786
Other Services & Charges	233,956	2,816	236,772		\$236,772		236,772
Capital Outlays	0	10,438	10,438		\$10,438		10,438
Total - Streets	\$2,389,381	\$24,790	\$2,414,171	\$0	\$2,414,171	\$0	\$2,414,171
Street Lights							
Personnel			\$0		\$0		\$0
Supplies & Expenses			0		\$0		0
Other Services & Charges	1,100,000		1,100,000		\$1,100,000		1,100,000
Capital Outlays			0		\$0		0
Total - Street Lights	\$1,100,000	\$0	\$1,100,000	\$0	\$1,100,000	\$0	\$1,100,000
Engineering							
Personnel	\$339,580		\$339,580		\$339,580		\$339,580
Supplies & Expenses	19,200		19,200		\$19,200		19,200
Other Services & Charges	262,753	8,947	271,700		\$271,700	\$138,600	410,300
Capital Outlays	0		0		\$0		0
Total - Engineering	\$621,533	\$8,947	\$630,480	\$0	\$630,480	\$138,600	\$769,080
Shop							
Personnel	\$462,974		\$462,974		\$462,974	\$1,000	\$463,974
Supplies & Expenses	47,675		47,675		\$47,675		47,675
Other Services & Charges	47,351		47,351		\$47,351		47,351
Capital Outlays	8,000		8,000		\$8,000		8,000
Total - Shop	\$566,000	\$0	\$566,000	\$0	\$566,000	\$1,000	\$567,000
GOFS							
Personnel	\$314,650		\$314,650		\$314,650		\$314,650
Supplies & Expenses	16,600	285	16,885		\$16,885		16,885
Other Services & Charges	24,535		24,535		\$24,535		24,535
Capital Outlays	5,945		5,945		\$5,945		5,945
Total - GOFS	\$361,730	\$285	\$362,015	\$0	\$362,015	\$0	\$362,015
Drainage							
Personnel	\$170,878		\$170,878		\$170,878		\$170,878
Supplies & Expenses	74,330	3,396	77,726		\$77,726		77,726
Other Services & Charges	436,000		436,000		\$436,000		436,000
Capital Outlays	934,850		934,850		\$934,850		934,850
Total - Drainage	\$1,616,058	\$3,396	\$1,619,454	\$0	\$1,619,454	\$0	\$1,619,454
Construction							
Personnel	\$646,819		\$646,819		\$646,819		\$646,819
Supplies & Expenses	140,634		140,634		\$140,634	\$60,850	201,484
Other Services & Charges	106,035	10,207	116,242		\$116,242	\$5,330	121,572
Capital Outlays	44,500		44,500	18,000	\$62,500		62,500
Total - Construction	\$937,988	\$10,207	\$948,195	\$18,000	\$966,195	\$66,180	\$1,032,375
Sanitation							
Personnel	\$1,278,299		\$1,278,299		\$1,278,299		\$1,278,299
Supplies & Expenses	341,350	6,704	348,054		\$348,054		348,054
Other Services & Charges	954,865		954,865	165,000	\$1,119,865	\$500,750	1,620,615
Capital Outlays	0		0		\$0		0
Total - Sanitation	\$2,574,514	\$6,704	\$2,581,218	\$165,000	\$2,746,218	\$500,750	\$3,246,968
Street Cleaning							
Personnel	\$63,720		\$63,720		\$63,720		\$63,720
Supplies & Expenses	24,800		24,800		\$24,800		24,800
Other Services & Charges	11,100		11,100		\$11,100		11,100
Capital Outlays	0	204,793	204,793		\$204,793		204,793
Total - Street Cleaning	\$99,620	\$204,793	\$304,413	\$0	\$304,413	\$0	\$304,413

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	November Amend'ts	Amended Budgets	Jan-March Amend'ts	Amended Budgets	Proposed April Amend'ts	Amended Budgets
Health							
Personnel	\$405,904		\$405,904		\$405,904		\$405,904
Supplies & Expenses	143,900	1,106	145,006		\$145,006		145,006
Other Services & Charges	8,650		8,650		\$8,650		8,650
Capital Outlays	0		0		\$0		0
Total - Health	\$558,454	\$1,106	\$559,560	\$0	\$559,560	\$0	\$559,560
Recap - Public Services:							
Personnel	\$5,732,959	\$0	\$5,732,959	\$0	\$5,732,959	\$1,000	\$5,733,959
Supplies & Expenses	\$1,412,283	23,027	1,435,310	0	\$1,435,310	142,600	1,577,910
Other Services & Charges	\$3,229,737	21,970	3,251,707	165,000	\$3,416,707	756,480	4,173,187
Capital Outlays	\$1,030,846	300,404	1,331,249	18,000	\$1,349,249	0	1,349,249
Total - Public Services	\$11,405,824	\$345,401	\$11,751,225	\$183,000	\$11,934,225	\$900,080	\$12,834,305
Animal Control							
Personnel	\$126,599		\$126,599		\$126,599		\$126,599
Supplies & Expenses	23,950		23,950		\$23,950		23,950
Other Services & Charges	123,073		123,073		\$123,073		123,073
Capital Outlays	0		0		\$0		0
Total - Animal Control	\$273,622	\$0	\$273,622	\$0	\$273,622	\$0	\$273,622
Human/Social Assist							
Personnel			\$0		\$0		\$0
Supplies & Expenses			0		\$0		0
Other Services & Charges	159,500		159,500		\$159,500		159,500
Capital Outlays			0		\$0		0
Total - Human/Social Assist.	\$159,500	\$0	\$159,500	\$0	\$159,500		\$159,500
Economic Dev							
Personnel			\$0		\$0		\$0
Supplies & Expenses			0		\$0		0
Other Services & Charges	160,000		160,000		\$160,000		160,000
Capital Outlays			0		\$0		0
Total - Economic Dev.	\$160,000	\$0	\$160,000	\$0	\$160,000		\$160,000
Debt Service							
Principal	\$1,741,550	\$162,000	\$1,903,550		\$1,903,550		\$1,903,550
Interest	191,175	\$11,600	\$202,775		\$202,775		\$202,775
Total Debt Service	\$1,932,725	\$173,600	\$2,106,325	\$0	\$2,106,325	\$0	\$2,106,325
Airport							
Personnel	\$96,630		\$96,630		\$96,630	\$2,915	\$99,545
Supplies & Expenses	56,198		56,198		\$56,198		56,198
Other Services & Charges	72,975		72,975		\$72,975		72,975
Capital Outlays	0		0		\$0		0
Total - Airport	\$225,803	\$0	\$225,803	\$0	\$225,803	\$2,915	\$228,718
Cemetery							
Personnel	\$613,452		\$613,452		\$613,452	\$1,000	\$614,452
Supplies & Expenses	89,350		89,350		\$89,350	\$1,263	90,613
Other Services & Charges	53,350		53,350		\$53,350		53,350
Capital Outlays	79,500		79,500		\$79,500		79,500
Total - Cemetery	\$835,652	\$0	\$835,652	\$0	\$835,652	\$2,263	\$837,915
Parking Garages							
Personnel	\$191,979		\$191,979		\$191,979		\$191,979
Supplies & Expenses	7,250		7,250		\$7,250		7,250
Other Services & Charges	82,402	3,137	85,539		\$85,539		85,539
Capital Outlays	10,000		10,000	70,000	\$80,000		80,000
Total - Parking Garages	\$291,631	\$3,137	\$294,768	\$70,000	\$364,768	\$0	\$364,768
Transfers to Other Funds	\$3,187,234	20,000	\$3,207,234	100,000	\$3,307,234		\$3,307,234
EXPENDITURES & TRANSFERS	\$46,649,557	\$1,173,866	\$47,823,423	\$667,608	\$48,491,031	\$1,147,688	\$49,638,719
Recap - General Fund							
Personnel	\$27,094,607	\$0	\$27,094,607	\$0	\$27,094,607	\$29,245	\$27,123,852
Supplies & Expenses	3,076,930	39,720	3,116,650	9,090	3,125,740	145,863	3,271,603
Other Services & Charges	9,311,776	50,143	9,361,919	470,698	9,832,617	972,480	10,805,097
Capital Outlays	2,046,285	890,403	2,936,688	87,820	3,024,508	100	3,024,608
Principal Payments	1,741,550	162,000	1,903,550	0	1,903,550	0	1,903,550
Interest Payments	191,175	11,600	202,775	0	202,775	0	202,775
Total - Gen Fund Cost Centers	\$43,462,323	\$1,153,866	\$44,616,189	\$567,608	\$45,183,797	\$1,147,688	\$46,331,485
Transfers to Other Funds	3,187,234	20,000	\$3,207,234	100,000	3,307,234	0	3,307,234
Total - Expenditures & Transfers	\$46,649,557	\$1,173,866	\$47,823,423	\$667,608	\$48,491,031	\$1,147,688	\$49,638,719
Ending Cash Budget	\$2,270,959	-\$205,575	\$2,065,384	-\$156,763	\$1,908,621	-\$426,425	\$1,482,196

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	Nov. Amend'ts	Amended Budgets	Jan-March Amend'ts	Amended Budgets	Proposed April Amend'ts	Amended Budgets
Parks & Recreation (Fund #2):							
Recreation Maint. Cost Center							
Personnel	\$1,082,984		\$1,082,984		\$1,082,984		\$1,082,984
Supplies & Expenses	357,446		357,446		\$357,446		357,446
Other Services & Charges	189,170	2,089	191,259		\$191,259	20,000	211,259
Capital Outlays	489,000	35,890	524,890	199,528	\$724,418	10,000	734,418
Total - Recreation Maint.	\$2,118,600	\$37,979	\$2,156,579	\$199,528	\$2,356,107	\$30,000	\$2,386,107
Recreation Admin.							
Personnel	\$469,918		\$469,918		\$469,918		\$469,918
Supplies & Expenses	98,680	1,810	100,490		\$100,490		100,490
Other Services & Charges	456,884		456,884		\$456,884		456,884
Capital Outlays	0		0		\$0		0
Total - Recreation Admin.	\$1,025,482	\$1,810	\$1,027,292	\$0	\$1,027,292	0	\$1,027,292
Kemper Park Zoo							
Personnel			\$0		\$0		\$0
Supplies & Expenses			0		\$0		0
Other Services & Charges			0		\$0		0
Capital Outlays			0		\$0		0
Total - Kemper Park	\$0	\$0	\$0	\$0	\$0	0	\$0
Recap - Parks & Recreation Fund:							
Personnel	\$1,552,902	\$0	\$1,552,902	\$0	\$1,552,902	\$0	\$1,552,902
Supplies & Expenses	456,126	1,810	457,936	0	\$457,936	0	457,936
Other Services & Charges	646,054	2,089	648,143	0	\$648,143	20,000	668,143
Capital Outlays	489,000	35,890	524,890	199,528	\$724,418	10,000	734,418
Total - Recreation Maint.	\$3,144,082	\$39,789	\$3,183,871	\$199,528	\$3,383,399	\$30,000	\$3,413,399
Municipal Fire Protection (Fund #5):							
Personnel			\$0		\$0		\$0
Supplies & Expenses	72,000		72,000		\$72,000		72,000
Other Services & Charges	44,500		44,500		\$44,500		44,500
Capital Outlays	423,761	6,728	430,489		\$430,489		430,489
Principal Payments	148,560		148,560		\$148,560		148,560
Interest Payments	23,540		23,540		\$23,540		23,540
Total - Municipal Fire Prot. Fund	\$712,361	\$6,728	\$719,089	\$0	\$719,089	\$0	\$719,089
Special Streets (Fund #8):							
Personnel			\$0		\$0		\$0
Supplies & Expenses			0		\$0		0
Other Services & Charges			0		\$0		0
Capital Outlays	261,000		261,000		\$261,000		261,000
Total - Special Streets	\$261,000	\$0	\$261,000	\$0	\$261,000	0	\$261,000
Water & Sewer Operation & Maint. (Fund #9):							
Customer Accounts Cost Center							
Personnel	\$231,808	\$159,912	\$391,720		\$391,720		\$391,720
Supplies & Expenses	7,968	13,000	20,968		\$20,968		20,968
Other Services & Charges	121,730	12,300	134,030		\$134,030		134,030
Capital Outlays	0	8,000	8,000	20,000	\$28,000		28,000
Total - Customer Accounts	\$361,506	\$193,212	\$554,718	\$20,000	\$574,718	0	\$574,718
Water Transmission Cost Center							
Personnel	\$897,533	-\$159,912	\$737,621		\$737,621		\$737,621
Supplies & Expenses	182,600	-10,000	172,600		\$172,600		172,600
Other Services & Charges	550,500		550,500		\$550,500		550,500
Capital Outlays	40,000		40,000		\$40,000		40,000
Total - Water Trans.	\$1,670,633	-\$169,912	\$1,500,721	\$0	\$1,500,721	0	\$1,500,721
Plant Cost Center							
Personnel	\$554,776		\$554,776		\$554,776	3,000	\$557,776
Supplies & Expenses	168,450	697	169,147		\$169,147		169,147
Other Services & Charges	941,510	44,854	986,364		\$986,364		986,364
Capital Outlays	19,500		19,500		\$19,500		19,500
Total - Plant	\$1,684,236	\$45,551	\$1,729,787	\$0	\$1,729,787	3,000	\$1,732,787
Sewer Cost Center							
Personnel	\$686,706		\$686,706		\$686,706		\$686,706
Supplies & Expenses	259,500		259,500		\$259,500		259,500
Other Services & Charges	937,250	719	937,969		\$937,969		937,969
Capital Outlays	3,000	304,840	307,840		\$307,840		307,840
Total - Water Trans.	\$1,886,456	\$305,559	\$2,192,015	\$0	\$2,192,015	0	\$2,192,015
Lagoon Cost Center							
Personnel	\$258,485		\$258,485		\$258,485		\$258,485
Supplies & Expenses	376,800		376,800		\$376,800		376,800
Other Services & Charges	1,722,400	7,400	1,729,800		\$1,729,800		1,729,800
Capital Outlays	60,000		60,000		\$60,000		60,000
Principal Payments			0		\$0		0
Interest Payments			0		\$0		0
Total - Lagoon Cost Center	\$2,417,685	\$7,400	\$2,425,085	\$0	\$2,425,085	0	\$2,425,085
Recap: Water & Sewer O & M Fund:							
Personnel	\$2,629,308	\$0	\$2,629,308	\$0	\$2,629,308	\$3,000	\$2,632,308
Supplies & Expenses	995,318	3,697	999,015	0	\$999,015	0	999,015
Other Services & Charges	4,273,390	65,273	4,338,663	0	\$4,338,663	0	4,338,663
Capital Outlays	122,500	312,840	435,340	20,000	\$455,340	0	455,340
Principal Payments	0	0	0	0	\$0	0	0

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	Nov. Amend'ts	Amended Budgets	Jan-March Amend'ts	Amended Budgets	Proposed April Amend'ts	Amended Budgets
Interest Payments	0	0	0	0	0	0	0
Total - Water & Sewer O & M Fu	\$8,020,516	\$381,810	\$8,402,326	\$20,000	\$8,422,326	\$3,000	\$8,425,326

Water & Sewer Bond & Int. (Fund #10):

Principal Payments	\$2,070,000		\$2,070,000		\$2,070,000		\$2,070,000
Interest Payments	\$1,240,325		\$1,240,325		\$1,240,325	20,700	\$1,261,025
Paying Agent Fees	\$2,500		\$2,500		\$2,500		\$2,500
Total - W & S Bond & Int. Fund	\$3,312,825	\$0	\$3,312,825	\$0	\$3,312,825	20,700	\$3,333,525

Water & Sewer Revenue (Fund #11):

Principal Payments	\$463,210		\$463,210		\$463,210		\$463,210
Interest Payments	81,660		81,660		\$81,660		81,660
other services & charges	22,400		22,400		\$22,400		22,400
Transfers to other funds	14,199,230		14,199,230		\$14,199,230		14,199,230
Total - W & S Revenue Fund	\$14,766,500	\$0	\$14,766,500	\$0	\$14,766,500	0	\$14,766,500

1999 Tax Increment (Walmart) Bond & Int (Fund #12):

Principal Payments	\$55,000		\$55,000		\$55,000		\$55,000
Interest Payments	9,200		9,200		\$9,200		\$9,200
Paying Agent Fees	2,000		2,000		\$2,000		\$2,000
Total - 1999 TIF Bond & Int Fund	\$66,200	0	\$66,200	0	\$66,200	0	\$66,200

City Bond & Interest (Fund #13):

Principal Payments	\$3,290,730		\$3,290,730		\$3,290,730		\$3,290,730
Interest Payments	636,613		636,613		\$636,613		636,613
Other Services & Charges	116,759		116,759		\$116,759		116,759
Paying Agent Fees	15,000		15,000		\$15,000		15,000
Total - 1999 TIF Bond & Int Fund	\$4,059,102	\$0	\$4,059,102	\$0	\$4,059,102	\$0	\$4,059,102

USA Yeast Bond & Interest (Fund #15):

Principal Payments	\$385,000	\$0	\$385,000		\$385,000		\$385,000
Interest Payments	23,100	0	23,100		\$23,100		23,100
other services & charges	5,000		5,000		\$5,000		5,000
Total - 1999 TIF Bond & Int Fund	\$413,100	0	\$413,100	0	\$413,100	0	\$413,100

Police Fines & Forfeitures (Fund #19):

Personnel			\$0		\$0		\$0
Supplies & Expenses	145,400	1,839	147,239		\$147,239	5,261	152,500
Other Services & Charges	30,000	-2,804	27,196		\$27,196		27,196
Capital Outlays	74,600		74,600		\$74,600	23,047	97,647
Transfers			0		\$0		0
Total - Fines & Forf. Fund	\$250,000	-\$965	\$249,035	\$0	\$249,035	\$28,308	\$277,343

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

Principal Payments	\$85,000		\$85,000		\$85,000		\$85,000
Interest Payments	3,825		3,825		\$3,825		3,825
other services & charges	1,250		1,250		\$1,250		1,250
Total - 1999 TIF Bond & Int Fund	\$90,075	0	\$90,075	0	\$90,075	0	\$90,075

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

Principal Payments	\$75,000		\$75,000		\$75,000		\$75,000
Interest Payments	8,345		8,345		\$8,345		8,345
other services & charges	1,000		1,000		\$1,000		1,000
Total - 2004 TIF Bond & Int Fund	\$84,345	0	\$84,345	0	\$84,345	0	\$84,345

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

Principal Payments	\$95,000		\$95,000		\$95,000		\$95,000
Interest Payments	97,210		97,210		\$97,210		97,210
other services & charges	2,000		2,000		\$2,000		2,000
Transfers to other Funds			0		\$0		0
Total - 2003 TIF Bond & Int Fund	\$194,210	\$0	\$194,210	\$0	\$194,210	0	\$194,210

Series 2007 TIF Bond & Int (Turtle Creek Fund 23):

Principal Payments	285,000		285,000		\$285,000		285,000
Interest Payments	149,776		149,776		\$149,776		149,776
Other Services & Charges	5,000		5,000		\$5,000		5,000
Total - 2007 TIF Bond & Int Fund	\$439,776	\$0	\$439,776	\$0	\$439,776	\$0	\$439,776

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

Principal Payments	\$35,000		35,000		\$35,000		35,000
Interest Payments	\$18,700		18,700		\$18,700	\$700	19,400
Other Services & Charges	\$1,000		1,000		\$1,000		1,000
Total - 2008 TIF Bond & Int Fund	\$54,700	\$0	\$54,700	\$0	\$54,700	\$700	\$55,400

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

Principal Payments	\$60,000		60,000		\$60,000		60,000
Interest Payments	\$32,000		32,000		\$32,000		32,000
Other Services & Charges	\$1,000		1,000	\$1,000	\$2,000		2,000
Total - 2008 TIF Bond & Int Fund	\$93,000	\$0	\$93,000	\$1,000	\$94,000	\$0	\$94,000

Airport Imp. (Fund #39):

Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	1,413,440	-271,311	1,142,129	306,864	\$1,448,993		1,448,993
Total - Airport Imp. Fund	\$1,413,440	-\$271,311	\$1,142,129	\$306,864	\$1,448,993	\$0	\$1,448,993

2009 Gen. Oblig. Refunding Bonds (Fund #50)

Bonds Redeemed			0		0		0
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CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	Nov. Amend'ts	Amended Budgets	Jan-March Amend'ts	Amended Budgets	Proposed April Amend'ts	Amended Budgets
Interest on Bonds			0		0		0
Paying Agent Fees			0		0		0
Other Services & Charges			0		0		0
Total - 2007 G.O. Refunding	0	0	0		0	0	0

Municipal Road & Bridge (Fund #72):

Personnel			\$0		\$0		\$0
Supplies & Expenses	225,000		225,000		\$225,000		225,000
Other Services & Charges	666,000	41,650	707,650		\$707,650		707,650
Capital Outlays	9,071,294	173,291	9,244,585		\$9,244,585		9,244,585
Principal	24,293		24,293		\$24,293		24,293
Interest	5,690		5,690		\$5,690		5,690
Total - Municipal Road & Bridge	\$9,992,277	\$214,941	\$10,207,218	\$0	\$10,207,218	\$0	\$10,207,218

Mass Transit (Fund #73):

Personnel	\$590,784		\$590,784		\$590,784		\$590,784
Supplies & Expenses	224,300		224,300		\$224,300		224,300
Other Services & Charges	169,900		169,900		\$169,900		169,900
Capital Outlays	422,579	598,049	1,020,628		\$1,020,628		1,020,628
Total - Mass Transit Fund	\$1,407,563	\$598,049	\$2,005,612	\$0	\$2,005,612	\$0	\$2,005,612

Water & Sewer Construction (Fund #75):

Personnel			\$0		\$0		\$0
Supplies & Expenses			0		\$0		0
Other Services & Charges	1,050,000		1,050,000		\$1,050,000		1,050,000
Capital Outlays	8,690,553		8,690,553	5,276,909	\$13,967,462		13,967,462
Total - W & S Construction Fund	\$9,740,553	\$0	\$9,740,553	\$5,276,909	\$15,017,462	\$0	\$15,017,462

Community Centers (Fund #77):

Personnel	\$506,314		\$506,314		\$506,314		\$506,314
Supplies & Expenses	67,900		67,900		\$67,900		67,900
Other Services & Charges	263,150	-39,600	223,550	374,800	\$598,350		598,350
Capital Outlays	183,500	-28,500	155,000		\$155,000		155,000
Total - Community Centers Fur.	\$1,020,864	-\$68,100	\$952,764	\$374,800	\$1,327,564	\$0	\$1,327,564

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

Supplies			0		\$0		0
Other Services & Charges	\$100,000	-\$61,850	38,150		\$38,150		38,150
Capital Outlay	100,000	-\$88,432	11,568		\$11,568		11,568
Total - Series 2009 G.O. Bonds	\$200,000	-\$150,282	\$49,718	\$0	\$49,718	0	\$49,718

Community Dev. Block Grant (Fund #82):

Personnel	\$229,589		\$229,589		\$229,589		\$229,589
Supplies & Expenses	7,900		7,900		\$7,900		7,900
Other Services & Charges	564,755	-23,136	541,619		\$541,619		541,619
Capital Outlays	1,171,824		1,171,824	-20,364	\$1,151,460		1,151,460
Transfers			0		\$0		0
Total - CDBG Fund	\$1,974,068	-\$23,136	\$1,950,932	-\$20,364	\$1,930,568	\$0	\$1,930,568

Series 2002 TIF (Southern Pointe) Construction (Fund # 88):

Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	0		0		\$0		0
Transfers to other Funds	0		0		\$0		0
Total - Series 2002 Const. Fun.	\$0	\$0	\$0	\$0	\$0	0	\$0

Series 2004 TIF (Home Depot) Construction (Fund # 89):

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

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

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

TIF (Turtle Creek) Construction (Fund # 91):

Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	0		0		\$0		0
Transfers	0		0	49	\$49		49
Total - Series 2004 Const. Fun.	\$0	\$0	\$0	\$49	\$49	0	\$49

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

Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	187,300		187,300		\$187,300		187,300
Transfers	0		0		\$0		0
Total - Series 2001 Const. Fun.	\$187,300	\$0	\$187,300	\$0	\$187,300	0	\$187,300

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2013

	Original FY 2013 Budgets	Nov. Amend'ts	Amended Budgets	Jan-March Amend'ts	Amended Budgets	Proposed April Amend'ts	Amended Budgets
Mississippi Dev. Bank Construction (Fund # 96):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0
Other Services & Charges			0		0		0
Capital Outlays	42,207	85,715	127,922	-17,628	\$110,294		110,294
Total - MDB Fund	\$42,207	\$85,715	\$127,922	-\$17,628	\$110,294	0	\$110,294
Kemper Park Imp. (Fund #98):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0
Other Services & Charges	0		0		0		0
Capital Outlays	100,000	-13,903	86,097		\$86,097		86,097
Total - Kemper Park Imp. Fund	\$100,000	-\$13,903	\$86,097	\$0	\$86,097	0	\$86,097
Series 2010 Water & Sewer G.O. Constr. (Fund #99):							
Personnel							
Supplies & Expenses			0		\$0		0
Other Services & Charges							
Capital Outlay	\$868,299		868,299		\$868,299		868,299
Total - Series 2010 Constr.	\$868,299	\$0	\$868,299	\$0	\$868,299	\$868,299	\$868,299
Series 2012 Water & Sewer Const. (Fund #94):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0
Other Services & Charges	0		0		0		0
Capital Outlays	9,106,410	-1,111,122	7,995,288	0	\$7,995,288		7,995,288
Transfers Out	0		0		0		0
Total - Series 2012 Const.	\$9,106,410	-\$1,111,122	\$7,995,288	\$0	\$7,995,288	0	\$7,995,288
GRAND TOTAL - FUNDS OTHER THAN THE GENERAL FUND	\$72,014,773	-\$311,787	\$71,702,986	\$6,141,158	\$77,844,144	\$82,708	\$77,926,852
General Fund	\$46,649,557	\$1,173,866	\$47,823,423	\$667,608	\$48,491,031	\$1,147,688	\$49,638,719
TOTAL EXPENDITURES & TRANS	\$118,664,330	\$862,079	\$119,526,409	\$6,808,766	\$126,335,175	\$1,230,396	\$127,565,571
Less: Interfund Transfers	-17,386,464	-20,000	-17,406,464	-100,049	-17,506,513	0	-17,506,513
TOTAL EXPENDITURES	\$101,277,866	\$842,079	\$102,119,945	\$6,708,717	\$108,828,662	\$1,230,396	\$110,059,058
Recap of City-Wide Expenditure Budgets:							
Personnel	\$32,603,504	\$0	\$32,603,504	\$0	\$32,603,504	\$32,245	\$32,635,749
Supplies & Expenses	\$5,270,874	\$47,066	\$5,317,940	\$9,090	\$5,327,030	\$151,124	\$5,478,154
Other Services & Charges	\$17,294,434	\$31,765	\$17,326,199	\$846,498	\$18,172,697	\$992,480	\$19,165,177
Capital Outlays	\$34,774,552	\$889,648	\$35,664,200	\$5,853,129	\$41,517,329	\$33,147	\$41,550,476
Principal Payments	8,813,343	162,000	8,975,343	0	8,975,343	0	8,975,343
Interest Payments	2,521,159	11,600	2,532,759	0	2,532,759	21,400	2,554,159
Total Expenditure Budgets	\$101,277,866	\$842,079	\$102,119,945	\$6,708,717	\$108,828,662	\$1,230,396	\$110,059,058

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 Public Safety Contractual Services Personal Services Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$162,940	\$24,330	\$187,270	Increase budget for special duty wages

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,512,445	\$390,934	\$1,903,379	Adjust grant budget, budget for radio system upgrade, increase budget for prisoner housing

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,412,283	\$165,627	\$1,577,910	Budget for purchase orders carried from prior year; budget for tornado repairs

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$3,229,737	\$943,450	\$4,173,187	Budget for purchase orders carried from prior year; budget for recycling costs; budget for tornado repairs

Section 5. 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
\$489,000	\$245,418	\$734,418	Budget for purchase orders carried from prior year; budget for tornado repairs; budget grant award

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$74,600	\$23,047	\$97,647	Budget forfeiture funds received for equipment purchases

Section 7 . 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 16th day of April, 2013.

(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 16th day of April, 2013.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

GENERAL FUND:

REVENUES & BEG. CASH:

Taxes - Other	\$28,000
Licenses & Permits	4,440,000
Inter-governmental Revenues:	
Federal Grants	1,821,823
State Grants	446,600
State-Shared Revenues	20,581,754
County Shared Revenues	66,000
Charges for Services:	
Public safety	190,000
Streets	20,100
Sanitation	2,220,000
Misc.	0
Fines & Forfeits	1,602,000
Miscellaneous	205,350
Transfers-In	794,475
Non-Revenue Receipts	1,588,512
Total From All Sources	<u>34,004,614</u>
Other Than taxation	4,831,301
Beginning Cash and Investment Balance	12,285,000
Amount to be Raised by Tax Levy	<u>\$51,120,915</u>
TOTAL FROM ALL SOURCES	<u><u>\$51,120,915</u></u>

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	3,836,918
Supplies & Expenses	207,359
Other services & Charges	3,065,565
Capital Outlays	759,854
Total - General Government	<u>7,869,696</u>
Police Dept.:	
Personnel	9,150,415
Supplies & Expenses	747,021
Other services & Charges	502,825
Capital Outlays	616,311
Total - Police Dept.	<u>11,016,572</u>
Police & Fire Training:	
Personnel	33,433
Supplies & Expenses	179,378
Other services & Charges	133,287
Capital Outlays	74,694
Total - Police & Fire Training	<u>420,792</u>
Fire Dept.:	
Personnel	6,606,588
Supplies & Expenses	349,855
Other services & Charges	314,695
Capital Outlays	23,000
Total - Fire Dept.	<u>7,294,138</u>
Land Development Administration:	
Personnel	542,694
Supplies & Expenses	32,069
Other services & Charges	57,722
Capital Outlays	42,000
Total - Land Dev. Admin.	<u>674,485</u>

Public Safety Contractual Services:	
Personnel	187,270
Other services & Charges	1,903,379
Total - Pub. Safety Cont. Serv.	<u>2,090,649</u>
Public Services:	
Personnel	5,733,959
Supplies & Expenses	1,577,910
Other services & Charges	4,173,187
Capital Outlays	1,349,249
Total - Public Services	<u>12,834,305</u>
Animal Control	
Personnel	126,599
Supplies & Expenses	23,950
Other services & Charges	123,073
Capital Outlays	0
Total - Animal Control	<u>273,622</u>
Human/Social	
Other services & Charges	159,500
Total - Human/Social	<u>159,500</u>
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	160,000
Capital Outlays	0
Total - Eco. Dev.	<u>160,000</u>
Debt Service:	
Principal Payments	1,903,550
Interest Payments	202,775
Total - Debt service	<u>2,106,325</u>
Airport	
Personnel	99,545
Supplies & Expenses	56,198
Other services & Charges	72,975
Capital Outlays	0
Total - Airport	<u>228,718</u>
Cemetery	
Personnel	614,452
Supplies & Expenses	90,613
Other services & Charges	53,350
Capital Outlays	79,500
Total - Cemetery	<u>837,915</u>
Parking Garages	
Personnel	191,979
Supplies & Expenses	7,250
Other services & Charges	85,539
Capital Outlays	80,000
Total - Parking Garages	<u>364,768</u>
Operating Transfers Out	<u>3,307,234</u>
Total Expenditures & Transfers	<u>49,638,719</u>
Ending Cash Balance	<u>\$1,482,196</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$51,120,915</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$0
State Grants	0
County Shared Revenues	72,603
Misc. grants	0
Charges for Services:	
Culture & Recreation	40,400
Miscellaneous	100,400
Transfers-In	2,102,234
Non-Revenue Receipts	189,528
Total From All Sources	
Other Than taxation	2,505,165
Beginning Cash and	
Investment Balance	203,436
Amount to be Raised by Tax Levy	800,000
TOTAL FROM ALL SOURCES	\$3,508,601

EXPENDITURES & ENDING CASH:

Culture & Recreation:	
Personnel	1,552,902
Supplies & Expenses	457,936
Other services & Charges	668,143
Capital Outlays	734,418
Total Expenditures	\$3,413,399
Cash balance at End of Year	95,202
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$3,508,601

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

MUNICIPAL FIRE PROTECTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

State-Shared Revenues	\$235,000
Charges for Services	95,652
Fines & Forfeits	1,500
Miscellaneous	10,500
Transfers In	0
Non-Revenue Receipts	0

Total From All Sources

Other Than taxation	<u>342,652</u>
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Beginning Cash and

Investment Balance	<u>764,097</u>
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TOTAL FROM ALL SOURCES	<u><u>\$1,106,749</u></u>
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EXPENDITURES & ENDING CASH:

Public Safety:

Personnel	\$0
Supplies & Expenses	72,000
Other services & Charges	44,500
Capital Outlays	430,489
Lease Debt Service - Principal	148,560
Lease Debt Service - Interest	<u>23,540</u>

Total Expenditures	<u>\$719,089</u>
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Cash balance at End of Year	<u>387,660</u>
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TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$1,106,749</u></u>
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CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

SPECIAL STREET

SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
State Shared Revenues	55,000
Misc. grants	0
Miscellaneous	1,000
Non-Revenue Receipts	<u>0</u>
Total From All Sources	
Other Than taxation	<u>56,000</u>
Beginning Cash and	
Investment Balance	205,903
TOTAL FROM ALL SOURCES	<u><u>\$261,903</u></u>

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	0
Other services & Charges	0
Capital Outlays	261,000
Total Expenditures	<u>\$261,000</u>
Cash balance at End of Year	<u>903</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$261,903</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

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

REVENUES & BEG. CASH:

Charges for Services	\$20,000
Transfers-In	7,972,295
Miscellaneous	3,000
Non-Revenue Receipts	
Total From All Sources	
Other Than taxation	7,995,295
Beginning Cash and	
Investment Balance	760,401
TOTAL FROM ALL SOURCES	\$8,755,696

EXPENDITURES & ENDING CASH:

Personnel	2,632,308
Supplies & Expenses	999,015
Other services & Charges	4,338,663
Capital Outlays	455,340
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	\$8,425,326
Cash balance at End of Year	330,370
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$8,755,696

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

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

REVENUES & BEG. CASH:

Transfers-In	\$3,684,460
Miscellaneous	0
Non-Revenue Receipts	
Total Revenues	3,684,460
Beginning Cash Balance	1,652,040
TOTAL FROM ALL SOURCES	\$5,336,500

EXPENDITURES & ENDING CASH:

Bonds Redeemed	2,070,000
Interest on Bonds	1,261,025
Paying Agent Fees	2,500
Total Expenditures	3,333,525
Cash balance at End of Year	2,002,975
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$5,336,500

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

WATER & SEWER ENTERPRISE FUND:

REVENUES & BEG. CASH:

Charges for Services:

Licenses, Permits & Fees	\$5,000
Miscellaneous	2,500
Metered Water Sales	8,075,000
Taps	115,000
Water Turn-On Fees	64,000
Sewer Connections	15,000
Sewer Charges	6,490,000
Total Revenues	<u>14,766,500</u>
Beginning Fund Balance	<u>0</u>
TOTAL FROM ALL SOURCES	<u><u>\$14,766,500</u></u>

EXPENDITURES & ENDING CASH:

Other Services & Charges	22,400
Principal Redeemed - Notes	463,210
Interest on Notes	81,660
Operating Transfers Out	14,199,230
Total Expenditures	<u>\$14,766,500</u>
Cash balance at End of Year	<u>\$0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$14,766,500</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

**1999 TAX INCREMENT BOND & INTEREST
FUND (DEBT SERVICE FUND):**

REVENUES & BEG. CASH:

Interest	\$0
County-Shared Revenues	0
Total From All Sources	0
Other Than taxation	0
Beginning Cash and	
Investment Balance	72,175
Amount to be Raised by Tax Levy	66,188
TOTAL FROM ALL SOURCES	\$138,363

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	55,000
Interest on Bonds	9,200
Paying Agent Fees	2,000
Other Services & Charges	
Total Expenditures	\$66,200
Cash balance at End of Year	72,163
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$138,363

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

**CITY BOND & INTEREST
FUND (DEBT SERVICE FUND):**

REVENUES & BEG. CASH:

County-Shared Revenues	\$63,617
Interest	2,000
Non-Revenue receipts	218,850
Transfers-In	399,330
Total From All Sources	
Other Than taxation	683,797
Beginning Cash and	
Investment Balance	3,040,036
Amount to be Raised by Tax Levy	2,800,000
TOTAL FROM ALL SOURCES	\$6,523,833

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	3,290,730
Interest on Bonds	636,613
Other Services & Charges	131,759
Paying Agent Fees	
Total Expenditures	\$4,059,102
Cash balance at End of Year	2,464,731
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$6,523,833

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

*Water & Sewer Bond & Interest
Fund (USA Yeast Project):*

REVENUES & BEG. CASH:

Interest	\$200
Transfer from Other Funds	310,000
Total From All Sources	
Other Than taxation	310,200
Beginning Cash and	
Investment Balance	141,841
TOTAL FROM ALL SOURCES	

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	\$385,000
Interest on Bonds	23,100
Other Services & Charges	5,000
Total Expenditures	
Cash balance at End of Year	38,941
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

FINES & FORFEITURES FUND:

REVENUES & BEG. CASH:

State grants	
Charges for Services	2,200
Fines & Forfeits	38,312
Miscellaneous	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	40,512
Beginning Cash and	
Investment Balance	247,196
TOTAL FROM ALL SOURCES	\$287,708

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	0
Supplies & Expenses	152,500
Other services & Charges	27,196
Capital Outlays	97,647
Transfers Out	
Total Expenditures	\$277,343
Cash balance at End of Year	10,365
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$287,708

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

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

REVENUES & BEG. CASH:

Interest	\$0
County-Shared Revenues	39,294
Total From All Sources	39,294
Other Than taxation	39,294
Beginning Cash and	
Investment Balance	64,724
Amount to be Raised by Tax Levy	50,181
TOTAL FROM ALL SOURCES	\$154,199

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	85,000
Interest on Bonds	3,825
Other Services & Charges	1,250
Total Expenditures	\$90,075
Cash balance at End of Year	64,124
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$154,199

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

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

REVENUES & BEG. CASH:

Interest	\$100
County-Shared Revenues	26,184
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	26,284
Beginning Cash and	
Investment Balance	123,263
Amount to be Raised by Tax Levy	<u>58,360</u>
TOTAL FROM ALL SOURCES	<u><u>\$207,907</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	75,000
Interest on Bonds	8,345
Other Services & Charges	<u>1,000</u>
Total Expenditures	<u>\$84,345</u>
Cash balance at End of Year	<u>123,562</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$207,907</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

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	141,739
Amount to be Raised by Tax Levy	241,356
TOTAL FROM ALL SOURCES	\$383,095

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	95,000
Interest on Bonds	97,210
Other Services & Charges	2,000
Transfers to Other Funds	0
Total Expenditures	\$194,210
Cash balance at End of Year	188,885
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$383,095

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

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

REVENUES & BEG. CASH:

Interest	\$300
County Shared Revenue	\$108,694
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	108,994
Beginning Cash and	
Investment Balance	219,466
Amount to be Raised by Tax Levy	352,517
TOTAL FROM ALL SOURCES	\$680,977

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	285,000
Interest on Bonds	149,776
Other Services & Charges	5,000
Total Expenditures	\$439,776
Cash balance at End of Year	241,201
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$680,977

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

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

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$0
Transfer From Other Funds	0
Total From All Sources	0
Other Than taxation	0
Beginning Cash and Investment Balance	118,060
Amount to be Raised by Tax Levy	76,913
TOTAL FROM ALL SOURCES	\$194,973

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	35,000
Interest on Bonds	19,400
Other Services & Charges	1,000
Total Expenditures	\$55,400
Cash balance at End of Year	139,573
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$194,973

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

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

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$32,200
Transfer From Other Funds	49
Total From All Sources	49
Other Than taxation	32,249
Beginning Cash and Investment Balance	15,788
Amount to be Raised by Tax Levy	74,339
TOTAL FROM ALL SOURCES	\$122,376

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	60,000
Interest on Bonds	32,000
Other Services & Charges	2,000
Total Expenditures	\$94,000
Cash balance at End of Year	28,376
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$122,376

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

**AIRPORT IMPROVEMENT
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Federal Grants	\$1,294,193
State Shared Revenues	0
Miscellaneous	26,360
Transfers In	100,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	1,420,553
Beginning Cash and	
Investment Balance	124,934
TOTAL FROM ALL SOURCES	\$1,545,487

EXPENDITURES & ENDING CASH:

Public Services:	
Other services & Charges	0
Capital Outlays	1,448,993
Total Expenditures	\$1,448,993
Cash balance at End of Year	96,494
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,545,487

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

**MUNICIPAL ROAD & BRIDGE
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Inter-governmental Revenues:

State Grants	\$6,994,552
Federal Grants	0
County Shared Revenues	1,992,000
Miscellaneous	682,700
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	9,669,252
Beginning Cash and	
Investment Balance	592,759
TOTAL FROM ALL SOURCES	\$10,262,011

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	225,000
Other services & Charges	707,650
Capital Outlays	9,244,585
Principal Payments	24,293
Interest Payments	5,690
Total Expenditures	\$10,207,218
Cash balance at End of Year	54,793
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$10,262,011

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2013

**MASS TRANSIT OPERATING
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$1,974,488
State Grants	\$0
Miscellaneous	38,400
Transfers-In	335,000
Total From All Sources	
Other Than taxation	2,347,888
Beginning Cash and	
Investment Balance	137,431
Amount to be Raised by Tax Levy	200,000
TOTAL FROM ALL SOURCES	\$2,685,319

EXPENDITURES & ENDING CASH:

Personnel	590,784
Supplies & Expenses	224,300
Other services & Charges	169,900
Capital Outlays	1,020,628
Total Expenditures	\$2,005,612
Cash balance at End of Year	679,707
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$2,685,319

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$5,168,646
Miscellaneous	69,460
Transfers-In	1,800,000
Non-Revenue Receipts	3,000,000
Total From All Sources	<u>10,038,106</u>
Beginning Cash and	
Investment Balance	4,980,039
TOTAL FROM ALL SOURCES	<u><u>\$15,018,145</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	\$1,050,000
Capital Outlays	13,967,462
Total Expenditures	<u>15,017,462</u>
Cash balance at End of Year	<u>683</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$15,018,145</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

**COMMUNITY CENTERS
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Charges for services:	
Culture & Recreation	\$30,000
Miscellaneous	200
Transfers-In	770,000
Non-Revenue Receipts	374,800
Total From All Sources	
Other Than taxation	1,175,000
Beginning Cash and	
Investment Balance	169,226
TOTAL FROM ALL SOURCES	\$1,344,226

EXPENDITURES & ENDING CASH:

Personnel	506,314
Supplies & Expenses	67,900
Other services & Charges	598,350
Capital Outlays	155,000
Total Expenditures	\$1,327,564
Cash balance at End of Year	16,662
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,344,226

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

***SERIES 2009 (Water Meter Project) Bond
Construction Fund:***

REVENUES & BEG. CASH:

Proceeds from Bond Issue	0
Interest Earnings	0
Total Revenues	0
Beginning Cash and Investment Balance	49,718
TOTAL FROM ALL SOURCES	\$49,718

EXPENDITURES & ENDING CASH:

Supplies	
Other services & Charges	38,150
Capital Outlays	11,568
Total Expenditures	\$49,718
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$49,718

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

**COMMUNITY DEVELOPMENT BLOCK GRANT
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Federal Grants	\$1,948,096
Transfers In	<u>0</u>
Total From All Sources	
Other Than taxation	<u>1,948,096</u>
Beginning Cash and	
Investment Balance	<u>(17,528)</u>
TOTAL FROM ALL SOURCES	<u>\$1,930,568</u>

EXPENDITURES & ENDING CASH:

Personnel	229,589
Supplies & Expenses	7,900
Other services & Charges	541,619
Capital Outlays	1,151,460
Transfers	
Total Expenditures	<u>\$1,930,568</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$1,930,568</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

*SERIES 2011 (Turtle Creek Commons) TIF Bond
Construction Fund:*

REVENUES & BEG. CASH:

Proceeds from Bond Issue	
Interest Earnings	
Total Revenues	<u>0</u>
Beginning Cash and	
Investment Balance	<u>49</u>
TOTAL FROM ALL SOURCES	<u>\$49</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	
Capital Outlays	
Transfers to Other Funds	<u>49</u>
Total Expenditures	<u>\$49</u>
Cash Balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$49</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

**SERIES 2012 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:**

REVENUES & BEG. CASH:

Interest Earnings	1,000
Proceeds from Revenue Bond Issue	
Total Revenues	<u>1,000</u>
Beginning Cash and	
Investment Balance	<u>7,995,288</u>
TOTAL FROM ALL SOURCES	<u><u>\$7,996,288</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	
Capital Outlays	7,995,288
Transfers Out	
Total Expenditures	<u>\$7,995,288</u>
Cash balance at End of Year	<u>1,000</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$7,996,288</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

**SERIES 2001 BOND
CONSTRUCTION FUND:**

REVENUES & BEG. CASH:

Interest Earnings	\$0
Grant Revenues - State of MS	0
Transfers In	0
Proceeds from General Obligation Bond Issue	0
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	<u>187,427</u>
TOTAL FROM ALL SOURCES	<u><u>\$187,427</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	187,300
Transfers Out	0
Total Expenditures	<u>\$187,300</u>
Cash balance at End of Year	<u>127</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$187,427</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

MDB CAPITAL PROJECTS FUND:

REVENUES & BEG. CASH:

Proceeds from Development Bank Loans	\$0
Grant Revenues - Federal	24,579
Grant Revenues - State of MS	0
Transfers In	0
Miscellaneous	0
Non-Revenue Receipts	
Total Revenues	<u>24,579</u>
Beginning Cash and	
Investment Balance	<u>85,715</u>
TOTAL FROM ALL SOURCES	<u><u>\$110,294</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	<u>110,294</u>
Total Expenditures	<u>\$110,294</u>
Cash Balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$110,294</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

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

REVENUES & BEG. CASH:

State Grants	\$0
Miscellaneous	0
Charges for Services	0
Transfers-In from Other Funds	0
Non-Revenue Receipts	0
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	<u>86,097</u>
TOTAL FROM ALL SOURCES	<u><u>\$86,097</u></u>

EXPENDITURES & ENDING CASH:

Supplies	0
Other services & Charges	0
Capital Outlays	86,097
Total Expenditures	<u>\$86,097</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$86,097</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

***SERIES 2010 WATER & SEWER BOND
CONSTRUCTION FUND:***

REVENUES & BEG. CASH:

Bond Proceeds	
Federal Grants	1,049,651
Interest Earnings	0
Total Revenues	<u>1,049,651</u>
Beginning Cash and Investment Balance	<u>(181,292)</u>
TOTAL FROM ALL SOURCES	<u><u>\$868,359</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	868,299
Total Expenditures	<u>\$868,299</u>
Cash balance at End of Year	<u>60</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$868,359</u></u>

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 Public Safety Contractual Services Personal Services Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$162,940	\$24,330	\$187,270	Increase budget for special duty wages

Section 2. That the following budget amendments are hereby authorized to be made in

the City’s General Fund Public Safety Contractual Services Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,512,445	\$390,934	\$1,903,379	Adjust grant budget, budget for radio system upgrade, increase budget for prisoner housing

Section 3. That the following budget amendments are hereby authorized to be made in

the City’s General Fund Public Services Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,412,283	\$165,627	\$1,577,910	Budget for purchase orders carried from prior year; budget for tornado repairs

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

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$3,229,737	\$943,450	\$4,173,187	Budget for purchase orders carried from prior year; budget for recycling costs; budget for tornado repairs

Section 5. 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
\$489,000	\$245,418	\$734,418	Budget for purchase orders carried from prior year, budget for tornado repairs; budget grant award

Section 6. That the following budget amendments are hereby authorized to be made in

the City's Police Forfeitures Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$74,600	\$23,047	\$97,647	Budget forfeiture funds received for equipment purchases

Section 7 . 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 Carroll, seconded by Councilperson

Ware, and was adopted by the following, to wit;

YEAS:	Bradley Delgado Carroll Ware Naylor	NAYS:	None
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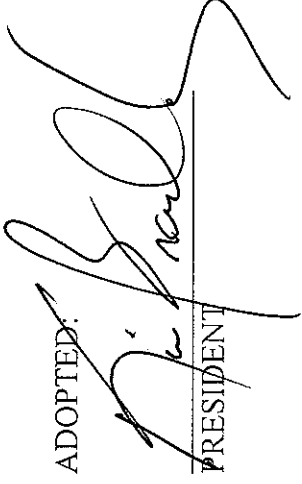
The President thereby declared the motion carried and the Resolution adopted, this the 16th day of April, 2013.

(SEAL)

ATTEST:

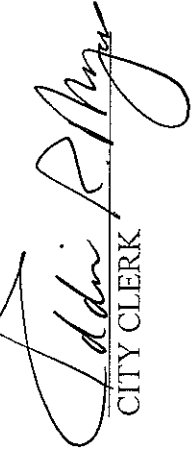

CLERK OF COUNCIL

ADOPTED:

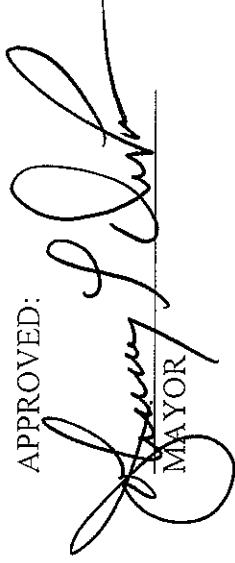

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of April, 2013.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

GENERAL FUND:

REVENUES & BEG. CASH:

Taxes - Other	\$28,000
Licenses & Permits	4,440,000
Inter-governmental Revenues:	
Federal Grants	1,821,823
State Grants	446,600
State-Shared Revenues	20,581,754
County Shared Revenues	66,000
Charges for Services:	
Public safety	190,000
Streets	20,100
Sanitation	2,220,000
Misc.	0
Fines & Forfeits	1,602,000
Miscellaneous	205,350
Transfers-In	794,475
Non-Revenue Receipts	1,588,512
Total From All Sources	34,004,614
Other Than taxation	
Beginning Cash and	4,831,301
Investment Balance	12,285,000
Amount to be Raised by Tax Levy	\$51,120,915
TOTAL FROM ALL SOURCES	

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	3,836,918
Supplies & Expenses	207,359
Other services & Charges	3,065,565
Capital Outlays	759,854
Total - General Government	7,869,696
Police Dept.:	
Personnel	9,150,415
Supplies & Expenses	747,021
Other services & Charges	502,825
Capital Outlays	616,311
Total - Police Dept.	11,016,572
Police & Fire Training:	
Personnel	33,433
Supplies & Expenses	179,378
Other services & Charges	133,287
Capital Outlays	74,694
Total - Police & Fire Training	420,792
Fire Dept.:	
Personnel	6,606,588
Supplies & Expenses	349,855
Other services & Charges	314,695
Capital Outlays	23,000
Total - Fire Dept.	7,294,138
Land Development Administration:	
Personnel	542,694
Supplies & Expenses	32,069
Other services & Charges	57,722
Capital Outlays	42,000
Total - Land Dev. Admin.	674,485

Public Safety Contractual Services:	
Personnel	187,270
Other services & Charges	1,903,379
Total - Pub. Safety Cont. Serv.	<u>2,090,649</u>
Public Services:	
Personnel	5,733,959
Supplies & Expenses	1,577,910
Other services & Charges	4,173,187
Capital Outlays	1,349,249
Total - Public Services	<u>12,834,305</u>
Animal Control	
Personnel	126,599
Supplies & Expenses	23,950
Other services & Charges	123,073
Capital Outlays	0
Total - Animal Control	<u>273,622</u>
Human/Social	
Other services & Charges	159,500
Total - Human/Social	<u>159,500</u>
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	160,000
Capital Outlays	0
Total - Eco. Dev.	<u>160,000</u>
Debt Service:	
Principal Payments	1,903,550
Interest Payments	202,775
Total - Debt service	<u>2,106,325</u>
Airport	
Personnel	99,545
Supplies & Expenses	56,198
Other services & Charges	72,975
Capital Outlays	0
Total - Airport	<u>228,718</u>
Cemetery	
Personnel	614,452
Supplies & Expenses	90,613
Other services & Charges	53,350
Capital Outlays	79,500
Total - Cemetery	<u>837,915</u>
Parking Garages	
Personnel	191,979
Supplies & Expenses	7,250
Other services & Charges	85,539
Capital Outlays	80,000
Total - Parking Garages	<u>364,768</u>
Operating Transfers Out	
Total Expenditures & Transfers	<u>3,307,234</u>
	<u>49,638,719</u>
Ending Cash Balance	<u>\$1,482,196</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$51,120,915</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
State Grants	0
County Shared Revenues	72,603
Misc. grants	0
Charges for Services:	
Culture & Recreation	40,400
Miscellaneous	100,400
Transfers-In	2,102,234
Non-Revenue Receipts	189,528
Total From All Sources	
Other Than taxation	2,505,165
Beginning Cash and	
Investment Balance	203,436
Amount to be Raised by Tax Levy	800,000
TOTAL FROM ALL SOURCES	\$3,508,601

EXPENDITURES & ENDING CASH:

Culture & Recreation:

Personnel	1,552,902
Supplies & Expenses	457,936
Other services & Charges	668,143
Capital Outlays	734,418
Total Expenditures	\$3,413,399
Cash balance at End of Year	95,202
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$3,508,601

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

MUNICIPAL FIRE PROTECTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

State-Shared Revenues	\$235,000
Charges for Services	95,652
Fines & Forfeits	1,500
Miscellaneous	10,500
Transfers In	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	342,652
Beginning Cash and	
Investment Balance	764,097
TOTAL FROM ALL SOURCES	\$1,106,749

EXPENDITURES & ENDING CASH:

Public Safety:

Personnel	\$0
Supplies & Expenses	72,000
Other services & Charges	44,500
Capital Outlays	430,489
Lease Debt Service - Principal	148,560
Lease Debt Service - Interest	23,540
Total Expenditures	\$719,089
Cash balance at End of Year	387,660
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,106,749

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

SPECIAL STREET
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants

\$0

State Shared Revenues

55,000

Misc. grants

0

Miscellaneous

1,000

Non-Revenue Receipts

0

Total From All Sources

Other Than taxation

56,000

Beginning Cash and

Investment Balance

205,903

TOTAL FROM ALL SOURCES

\$261,903

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses

0

Other services & Charges

0

Capital Outlays

261,000

Total Expenditures

\$261,000

Cash balance at End of Year

903

TOTAL EXPENDITURES AND

ENDING CASH BALANCE

\$261,903

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

WATER & SEWER OPERATION
AND MAINTENANCE FUND:

REVENUES & BEG. CASH:

Charges for Services	\$20,000
Transfers-In	7,972,295
Miscellaneous	3,000
Non-Revenue Receipts	
Total From All Sources	
Other Than taxation	7,995,295
Beginning Cash and	
Investment Balance	760,401
TOTAL FROM ALL SOURCES	<u>\$8,755,696</u>

EXPENDITURES & ENDING CASH:

Personnel	2,632,308
Supplies & Expenses	999,015
Other services & Charges	4,338,663
Capital Outlays	455,340
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	<u>\$8,425,326</u>
Cash balance at End of Year	<u>330,370</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$8,755,696</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

WATER & SEWER BOND
AND INTEREST FUND:

REVENUES & BEG. CASH:

Transfers-In	\$3,684,460
Miscellaneous	0
Non-Revenue Receipts	
Total Revenues	3,684,460
Beginning Cash Balance	1,652,040
TOTAL FROM ALL SOURCES	<u>\$5,336,500</u>

EXPENDITURES & ENDING CASH:

Bonds Redeemed	2,070,000
Interest on Bonds	1,261,025
Paying Agent Fees	2,500
Total Expenditures	<u>3,333,525</u>
Cash balance at End of Year	<u>2,002,975</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$5,336,500</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

WATER & SEWER ENTERPRISE FUND:

REVENUES & BEG. CASH:

Charges for Services:

Licenses, Permits & Fees

Miscellaneous

Metered Water Sales

Taps

Water Turn-On Fees

Sewer Connections

Sewer Charges

Total Revenues

Beginning Fund Balance

TOTAL FROM ALL SOURCES

\$5,000
2,500
8,075,000
115,000
64,000
15,000
6,490,000
<u>14,766,500</u>
<u>0</u>
<u><u>\$14,766,500</u></u>

EXPENDITURES & ENDING CASH:

Other Services & Charges

Principal Redeemed - Notes

Interest on Notes

Operating Transfers Out

Total Expenditures

Cash balance at End of Year

TOTAL EXPENDITURES AND

ENDING CASH BALANCE

22,400
463,210
81,660
14,199,230
<u>\$14,766,500</u>
<u>\$0</u>
<u><u>\$14,766,500</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

1999 TAX INCREMENT BOND & INTEREST
FUND (DEBT SERVICE FUND):

REVENUES & BEG. CASH:

Interest	\$0
County-Shared Revenues	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and	
Investment Balance	72,175
Amount to be Raised by Tax Levy	66,188
TOTAL FROM ALL SOURCES	<u>\$138,363</u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	55,000
Interest on Bonds	9,200
Paying Agent Fees	2,000
Other Services & Charges	
Total Expenditures	<u>\$66,200</u>
Cash balance at End of Year	<u>72,163</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$138,363</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

CITY BOND & INTEREST
FUND (DEBT SERVICE FUND):

REVENUES & BEG. CASH:

County-Shared Revenues	\$63,617
Interest	2,000
Non-Revenue receipts	218,850
Transfers-In	399,330
Total From All Sources	
Other Than taxation	683,797
Beginning Cash and	
Investment Balance	3,040,036
Amount to be Raised by Tax Levy	2,800,000
TOTAL FROM ALL SOURCES	\$6,523,833

EXPENDITURES & ENDING CASH:

General Issues:

Bonds Redeemed	3,290,730
Interest on Bonds	636,613
Other Services & Charges	131,759
Paying Agent Fees	
Total Expenditures	\$4,059,102
Cash balance at End of Year	2,464,731
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$6,523,833

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

Water & Sewer Bond & Interest
Fund (USA Yeast Project):

REVENUES & BEG. CASH:

Interest	\$200
Transfer from Other Funds	310,000
Total From All Sources	
Other Than taxation	310,200
Beginning Cash and	
Investment Balance	141,841
TOTAL FROM ALL SOURCES	<u>\$452,041</u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	\$385,000
Interest on Bonds	23,100
Other Services & Charges	5,000
Total Expenditures	<u>\$413,100</u>
Cash balance at End of Year	<u>38,941</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$452,041</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

FINES & FORFEITURES FUND:

REVENUES & BEG. CASH:

State grants	
Charges for Services	2,200
Fines & Forfeits	38,312
Miscellaneous	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	40,512
Beginning Cash and	
Investment Balance	247,196
TOTAL FROM ALL SOURCES	<u><u>\$287,708</u></u>

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	0
Supplies & Expenses	152,500
Other services & Charges	27,196
Capital Outlays	97,647
Transfers Out	
Total Expenditures	<u>\$277,343</u>
Cash balance at End of Year	<u>10,365</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$287,708</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

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

REVENUES & BEG. CASH:

Interest	\$0
County-Shared Revenues	39,294
Total From All Sources	
Other Than taxation	39,294
Beginning Cash and	
Investment Balance	64,724
Amount to be Raised by Tax Levy	50,181
TOTAL FROM ALL SOURCES	\$154,199

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	85,000
Interest on Bonds	3,825
Other Services & Charges	1,250
Total Expenditures	\$90,075
Cash balance at End of Year	64,124
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$154,199

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

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

REVENUES & BEG. CASH:

Interest	\$100
County-Shared Revenues	26,184
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	26,284
Beginning Cash and	
Investment Balance	123,263
Amount to be Raised by Tax Levy	58,360
TOTAL FROM ALL SOURCES	<u>\$207,907</u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	75,000
Interest on Bonds	8,345
Other Services & Charges	1,000
Total Expenditures	<u>\$84,345</u>
Cash balance at End of Year	123,562
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$207,907</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

**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	141,739
Amount to be Raised by Tax Levy	241,356
TOTAL FROM ALL SOURCES	\$383,095

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	95,000
Interest on Bonds	97,210
Other Services & Charges	2,000
Transfers to Other Funds	0
Total Expenditures	\$194,210
Cash balance at End of Year	188,885
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$383,095

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

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

REVENUES & BEG. CASH:

Interest	\$300
County Shared Revenue	\$108,694
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	108,994
Beginning Cash and	
Investment Balance	219,466
Amount to be Raised by Tax Levy	352,517
TOTAL FROM ALL SOURCES	\$680,977

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	285,000
Interest on Bonds	149,776
Other Services & Charges	5,000
Total Expenditures	\$439,776
Cash balance at End of Year	241,201
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$680,977

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

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

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$0
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and	
Investment Balance	118,060
Amount to be Raised by Tax Levy	76,913
TOTAL FROM ALL SOURCES	<u>\$194,973</u>

EXPENDITURES & ENDING CASH:

General Issues:

Bonds Redeemed	35,000
Interest on Bonds	19,400
Other Services & Charges	1,000
Total Expenditures	<u>\$55,400</u>
Cash balance at End of Year	139,573
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$194,973</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

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

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$32,200
Transfer From Other Funds	49
Total From All Sources	
Other Than taxation	32,249
Beginning Cash and	
Investment Balance	15,788
Amount to be Raised by Tax Levy	74,339
TOTAL FROM ALL SOURCES	\$122,376

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	60,000
Interest on Bonds	32,000
Other Services & Charges	2,000
Total Expenditures	\$94,000
Cash balance at End of Year	28,376
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$122,376

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

AIRPORT IMPROVEMENT
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Federal Grants	\$1,294,193
State Shared Revenues	0
Miscellaneous	26,360
Transfers In	100,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	1,420,553
Beginning Cash and	
Investment Balance	124,934
TOTAL FROM ALL SOURCES	<u>\$1,545,487</u>

EXPENDITURES & ENDING CASH:

Public Services:	0
Other services & Charges	
Capital Outlays	1,448,993
Total Expenditures	<u>\$1,448,993</u>
Cash balance at End of Year	96,494
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$1,545,487</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

MUNICIPAL ROAD & BRIDGE
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

State Grants	\$6,994,552
Federal Grants	0
County Shared Revenues	1,992,000
Miscellaneous	682,700
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	9,669,252
Beginning Cash and Investment Balance	592,759
TOTAL FROM ALL SOURCES	<u>\$10,262,011</u>

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	225,000
Other services & Charges	707,650
Capital Outlays	9,244,585
Principal Payments	24,293
Interest Payments	5,690
Total Expenditures	<u>\$10,207,218</u>
Cash balance at End of Year	<u>54,793</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$10,262,011</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2013

MASS TRANSIT OPERATING
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$1,974,488
State Grants	\$0
Miscellaneous	38,400
Transfers-In	335,000

Total From All Sources

Other Than taxation	2,347,888
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Beginning Cash and

Investment Balance

Amount to be Raised by Tax Levy

TOTAL FROM ALL SOURCES

137,431
200,000
\$2,685,319

EXPENDITURES & ENDING CASH:

Personnel

590,784
224,300

Supplies & Expenses

169,900
1,020,628

Capital Outlays

Total Expenditures	\$2,005,612
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Cash balance at End of Year

TOTAL EXPENDITURES AND

679,707

ENDING CASH BALANCE

\$2,685,319

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	
Miscellaneous	\$5,168,646
Transfers-In	69,460
Non-Revenue Receipts	1,800,000
Total From All Sources	3,000,000
Other Than taxation	
Beginning Cash and	10,038,106
Investment Balance	
	4,980,039
TOTAL FROM ALL SOURCES	<u>\$15,018,145</u>

EXPENDITURES & ENDING CASH:

Other services & Charges

Capital Outlays

Total Expenditures

Cash balance at End of Year

TOTAL EXPENDITURES AND
ENDING CASH BALANCE

	\$1,050,000
	13,967,462
	15,017,462
	683
	<u>\$15,018,145</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

COMMUNITY CENTERS
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Charges for services:	
Culture & Recreation	\$30,000
Miscellaneous	200
Transfers-In	
Non-Revenue Receipts	770,000
Total From All Sources	374,800
Other Than taxation	
Beginning Cash and	1,175,000
Investment Balance	
TOTAL FROM ALL SOURCES	169,226
	<u>\$1,344,226</u>

EXPENDITURES & ENDING CASH:

Personnel	506,314
Supplies & Expenses	67,900
Other services & Charges	598,350
Capital Outlays	155,000
Total Expenditures	<u>\$1,327,564</u>
Cash balance at End of Year	16,662
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$1,344,226</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

SERIES 2009 (Water Meter Project) Bond
Construction Fund:

REVENUES & BEG. CASH:

Proceeds from Bond Issue	0
Interest Earnings	0
Total Revenues	0
Beginning Cash and Investment Balance	49,718
TOTAL FROM ALL SOURCES	\$49,718

EXPENDITURES & ENDING CASH:

Supplies	
Other services & Charges	38,150
Capital Outlays	11,568
Total Expenditures	\$49,718
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$49,718

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

COMMUNITY DEVELOPMENT BLOCK GRANT
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Federal Grants	\$1,948,096
Transfers In	0
Total From All Sources	
Other Than taxation	1,948,096
Beginning Cash and	
Investment Balance	(17,528)
TOTAL FROM ALL SOURCES	<u>\$1,930,568</u>

EXPENDITURES & ENDING CASH:

Personnel	229,589
Supplies & Expenses	7,900
Other services & Charges	541,619
Capital Outlays	1,151,460
Transfers	
Total Expenditures	<u>\$1,930,568</u>
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$1,930,568</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

SERIES 2011 (Turtle Creek Commons) TIF Bond
Construction Fund:

REVENUES & BEG. CASH:

Proceeds from Bond Issue

Interest Earnings

Total Revenues

Beginning Cash and

Investment Balance

TOTAL FROM ALL SOURCES

	0
	49
	<u>\$49</u>

EXPENDITURES & ENDING CASH:

Other services & Charges

Capital Outlays

Transfers to Other Funds

Total Expenditures

Cash Balance at End of Year

TOTAL EXPENDITURES AND
ENDING CASH BALANCE

49	
<u>\$49</u>	
	0
	<u>\$49</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

SERIES 2012 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	1,000
Proceeds from Revenue Bond Issue	
Total Revenues	<u>1,000</u>
Beginning Cash and	
Investment Balance	7,995,288
TOTAL FROM ALL SOURCES	<u>\$7,996,288</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	7,995,288
Capital Outlays	
Transfers Out	
Total Expenditures	<u>\$7,995,288</u>
Cash balance at End of Year	<u>1,000</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$7,996,288</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

SERIES 2001 BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	\$0
Grant Revenues - State of MS	0
Transfers In	0
Proceeds from General Obligation Bond Issue	0
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	<u>187,427</u>
TOTAL FROM ALL SOURCES	<u>\$187,427</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	187,300
Transfers Out	0
Total Expenditures	<u>\$187,300</u>
Cash balance at End of Year	<u>127</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$187,427</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

MDB CAPITAL PROJECTS FUND:

REVENUES & BEG. CASH:

Proceeds from Development Bank Loans	\$0
Grant Revenues - Federal	24,579
Grant Revenues - State of MS	0
Transfers In	0
Miscellaneous	0
Non-Revenue Receipts	
Total Revenues	<u>24,579</u>
Beginning Cash and Investment Balance	<u>85,715</u>
TOTAL FROM ALL SOURCES	<u>\$110,294</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	110,294
Total Expenditures	<u>\$110,294</u>
Cash Balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$110,294</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

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	0
Investment Balance	
	86,097
TOTAL FROM ALL SOURCES	<u>\$86,097</u>

EXPENDITURES & ENDING CASH:

Supplies	0
Other services & Charges	0
Capital Outlays	
Total Expenditures	86,097
Cash balance at End of Year	<u>\$86,097</u>
TOTAL EXPENDITURES AND	0
ENDING CASH BALANCE	<u>\$86,097</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

SERIES 2010 WATER & SEWER BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Bond Proceeds	1,049,651
Federal Grants	0
Interest Earnings	
Total Revenues	<u>1,049,651</u>
Beginning Cash and	
Investment Balance	<u>(181,292)</u>
TOTAL FROM ALL SOURCES	<u>\$868,359</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	868,299
Total Expenditures	<u>\$868,299</u>
Cash balance at End of Year	<u>60</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$868,359</u>



City of Hattiesburg, MS

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

Master

File Number: 2013-0222

File ID: 2013-0222

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2013

Brief Title: Resolution approving the adoption and implementation of the Amended Tax Increment Financing Plan, Southern Pointe Project

Final Action: 04/16/2013

Minute Book Number: MB2013-119

Title:

Adopt a Resolution approving the adoption and implementation of the Amended Tax Increment Financing Plan, Southern Pointe Project, City of Hattiesburg, Mississippi, December 2000, as amended April, 2013; and for related purposes.

Notes:

Sponsors:

Enactment Date:

Attachments: Resolution approving, executed Resolution approving RES2013-32

Enactment Number:

Contact:

Meeting Date: 04/16/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/16/2013	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a Resolution approving the adoption and implementation of the Amended Tax Increment Financing Plan, Southern Pointe Project, City of Hattiesburg, Mississippi, December 2000, as amended April, 2013; and for related purposes.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							

Yea: 5 President Bradley
Council Member Delgado
Council Member Carroll
Vice President Ware
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0222

Title

Adopt a Resolution approving the adoption and implementation of the Amended Tax Increment Financing Plan, Southern Pointe Project, City of Hattiesburg, Mississippi, December 2000, as amended April, 2013; and for related purposes.

Summary

Resolution approving the adoption and implementation of the Amended Tax Increment Financing Plan, Southern Pointe Project

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN, SOUTHERN POINTE PROJECT, CITY OF HATTIESBURG, MISSISSIPPI, DECEMBER 2000, AS AMENDED, APRIL 2013; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi (the "Council" of the "City"), acting for and on behalf of the City, hereby finds, determines and adjudicates as follows:

1. Under the power and authority granted by the laws of the State of Mississippi and particularly under Chapter 45 of Title 21 (the "TIF Act"), the Council on March 19, 2013, did adopt a certain resolution entitled:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE SOUTHERN POINTE PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE, THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE AMENDED TAX INCREMENT FINANCING PLAN FOR SAID PROJECT, AND FOR RELATED PURPOSES.

2. As directed by the aforesaid resolution, and as required by law, a Notice of Public Hearing with respect to the Tax Increment Financing Plan, Southern Pointe Project, City of Hattiesburg, Mississippi, December 2000, As Amended, April 2013 (the "Amended TIF Plan"), was published in the *Hattiesburg American*, a newspaper having a general circulation within the City, on March 30, 2013, as evidenced by the publisher's proof of publication of the same heretofore presented to the Council and filed with the City Clerk.

3. The Notice of Public Hearing generally described the Amended TIF Plan and further called for a public hearing to be held at City Hall in Council Chambers, 200 Forrest Street, Hattiesburg, Mississippi, at 4:30 p.m., April 15, 2013, to enable the general public to state or present their views on the TIF Plan.

4. At 4:30 p.m. on April 15, 2013, the public hearing was held, and all in attendance were given an opportunity to state or present their oral and/or written comments on the Amended TIF Plan.

5. The Council has received the Amended TIF Plan and has conducted hearings on the same. The Amended TIF Plan is a qualified plan under the TIF Act and should be approved and accepted by the City.

6. Pursuant to the Act, the Council hereby declares its intent to enter into an alliance with Forrest County, Mississippi (the "County"), pursuant to the Mississippi Interlocal Cooperation Act of 1974, codified as Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "Interlocal Act") to support the payment of the Tax Increment Financing Revenue Bonds, (Southern Pointe Project) in the maximum principal amount of Three Million Six Hundred Eighty Thousand Dollars (\$3,680,000) (the "TIF Bonds") to be issued for the Project (as herein defined) and the Mayor and Council and the City Clerk should be authorized and directed to proceed with regard thereto.

7. The Council understands and reasonably expects that the Developer has incurred and will incur expenditures for the public infrastructure improvements relating to the Project enumerated in the Amended TIF Plan prior to the issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED, by the Council as follows:

SECTION 1. The Council is now fully authorized and empowered under the provisions of the TIF Act, to accept, approve and implement the Amended TIF Plan, and does hereby adopt and approve such Amended TIF Plan, in order to support the payment of TIF Bonds in order to finance the installation and construction of various infrastructure improvements, which may include but are not necessarily limited to, installation and/or relocation of utilities such as water, sanitary sewer, burying and relocation of electrical lines, construction of drainage improvements, construction of roadways with curb and gutter, concrete walks, sidewalks, lighting, site demolition and grading, parking and associated site development, installation of signage, landscaping of rights-of-way, irrigation, related engineering fees, attorney's fees, TIF Plan preparation fees, capitalized interest, and other related soft costs (the "Infrastructure Improvements") in support of the Project;

SECTION 2. In accordance with the Act, school taxes cannot be used to service tax increment financing debt obligations.

SECTION 3. The Council does hereby approve and adopt the Amended TIF Plan, in accordance with Sections 21-45-3 and 21-45-11 of the TIF Act.

SECTION 4. Pursuant to the Act or the Interlocal Act, the City is authorized to enter into an interlocal agreement with the County with respect to the Project, the payment of the TIF Bonds for the Project and for related purposes. Such alliance or interlocal agreement will be carried out pursuant to an agreement to be subsequently presented to and approved by the Council.

SECTION 5. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Council hereby confirms prior declarations and declares anew its official intent to reimburse expenditures made for the public infrastructure improvements relating to the Project prior to the issuance of the Bonds with proceeds of the Bonds to the extent permitted by the Reimbursement Regulations.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 16th day of April, 2013.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of April, 2013.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN, SOUTHERN POINTE PROJECT, CITY OF HATTIESBURG, MISSISSIPPI, DECEMBER 2000, AS AMENDED, APRIL 2013; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi (the "Council" of the "City"), acting for and on behalf of the City, hereby finds, determines and adjudicates as follows:

1. Under the power and authority granted by the laws of the State of Mississippi and particularly under Chapter 45 of Title 21 (the "TIF Act"), the Council on March 19, 2013, did adopt a certain resolution entitled:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE SOUTHERN POINTE PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE, THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE AMENDED TAX INCREMENT FINANCING PLAN FOR SAID PROJECT, AND FOR RELATED PURPOSES.

2. As directed by the aforesaid resolution, and as required by law, a Notice of Public Hearing with respect to the Tax Increment Financing Plan, Southern Pointe Project, City of Hattiesburg, Mississippi, December 2000, As Amended, April 2013 (the "Amended TIF Plan"), was published in the *Hattiesburg American*, a newspaper having a general circulation within the City, on March 30, 2013, as evidenced by the publisher's proof of publication of the same heretofore presented to the Council and filed with the City Clerk.

3. The Notice of Public Hearing generally described the Amended TIF Plan and further called for a public hearing to be held at City Hall in Council Chambers, 200 Forrest Street, Hattiesburg, Mississippi, at 4:30 p.m., April 15, 2013, to enable the general public to state or present their views on the TIF Plan.

4. At 4:30 p.m. on April 15, 2013, the public hearing was held, and all in attendance were given an opportunity to state or present their oral and/or written comments on the Amended TIF Plan.

5. The Council has received the Amended TIF Plan and has conducted hearings on the same. The Amended TIF Plan is a qualified plan under the TIF Act and should be approved and accepted by the City.

6. Pursuant to the Act, the Council hereby declares its intent to enter into an alliance with Forrest County, Mississippi (the "County"), pursuant to the Mississippi Interlocal Cooperation Act of 1974, codified as Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "Interlocal Act") to support the payment of the Tax Increment Financing Revenue Bonds, (Southern Pointe Project) in the maximum principal amount of Three Million Six Hundred Eighty Thousand Dollars (\$3,680,000) (the "TIF Bonds") to be issued for the Project (as herein defined) and the Mayor and Council and the City Clerk should be authorized and directed to proceed with regard thereto.

7. The Council understands and reasonably expects that the Developer has incurred and will incur expenditures for the public infrastructure improvements relating to the Project enumerated in the Amended TIF Plan prior to the issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED, by the Council as follows:

SECTION 1. The Council is now fully authorized and empowered under the provisions of the TIF Act, to accept, approve and implement the Amended TIF Plan, and does hereby adopt and approve such Amended TIF Plan, in order to support the payment of TIF Bonds in order to finance the installation and construction of various infrastructure improvements, which may include but are not necessarily limited to, installation and/or relocation of utilities such as water, sanitary sewer, burying and relocation of electrical lines, construction of drainage improvements, construction of roadways with curb and gutter, concrete walks, sidewalks, lighting, site demolition and grading, parking and associated site development, installation of signage, landscaping of rights-of-way, irrigation, related engineering fees, attorney's fees, TIF Plan preparation fees, capitalized interest, and other related soft costs (the "Infrastructure Improvements") in support of the Project;

SECTION 2. In accordance with the Act, school taxes cannot be used to service tax increment financing debt obligations.

SECTION 3. The Council does hereby approve and adopt the Amended TIF Plan, in accordance with Sections 21-45-3 and 21-45-11 of the TIF Act.

SECTION 4. Pursuant to the Act or the Interlocal Act, the City is authorized to enter into an interlocal agreement with the County with respect to the Project, the payment of the TIF Bonds for the Project and for related purposes. Such alliance or interlocal agreement will be carried out pursuant to an agreement to be subsequently presented to and approved by the Council.

SECTION 5. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Council hereby confirms prior declarations and declares anew its official intent to reimburse expenditures made for the public infrastructure improvements relating to the Project prior to the issuance of the Bonds with proceeds of the Bonds to the extent permitted by the Reimbursement Regulations.

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

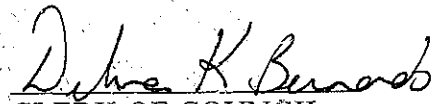
YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

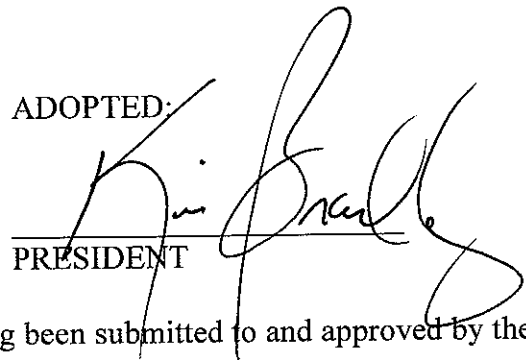
The President thereby declared the motion carried and the Resolution adopted, this the 16th day of April, 2013.

(SEAL)

ATTEST:

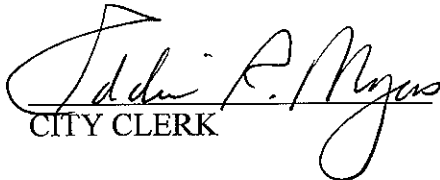

CLERK OF COUNCIL

ADOPTED:

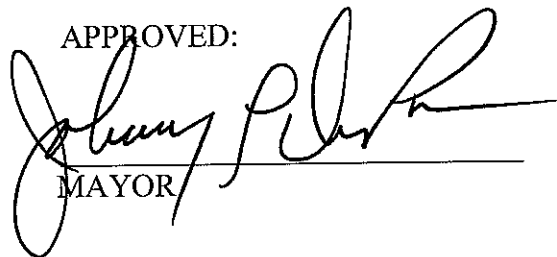

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of April, 2013.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2013-32

File ID: 2013-32

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2013

Final Action: 04/16/2013

Brief Title: Adopt Resolution approving and authorizing the execution of the first amendment to the Security and Reimbursement Agreement dated March 20, 2001, with Southern Development Resources, Inc., in conjunction with the Tax Increment Financing Plan, Southern Poi

Minute Book Number: MB2013-119-120

Title:

Adopt Resolution approving and authorizing the execution of the first amendment to the Security and Reimbursement Agreement dated March 20, 2001, with Southern Development Resources, Inc., in conjunction with the Tax Increment Financing Plan, Southern Pointe Project, and authorizing the City to make reimbursements from the bonds issued for the tax increment financing improvements.

Notes:

Sponsors:

Enactment Date:

Attachments: Resolution approve security amendment, The First Amendment, executed Resolution approve security amendment RES2013-33

Enactment Number:

Contact:

Meeting Date: 04/16/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/16/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt Resolution approving and authorizing the execution of the first amendment to the Security and Reimbursement Agreement dated March 20, 2001, with Southern Development Resources, Inc., in conjunction with the Tax Increment Financing Plan, Southern Pointe Project, and authorizing the City to make reimbursements from the bonds issued for the tax increment financing improvements.

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

Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor

Nays: 0

Yea: 5 President Bradley
 Council Member Delgado
 Council Member Carroll
 Vice President Ware
 Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-32

Title

Adopt Resolution approving and authorizing the execution of the first amendment to the Security and Reimbursement Agreement dated March 20, 2001, with Southern Development Resources, Inc., in conjunction with the Tax Increment Financing Plan, Southern Pointe Project, and authorizing the City to make reimbursements from the bonds issued for the tax increment financing improvements.

Summary

Adopt Resolution approving and authorizing the execution of the first amendment to the Security and Reimbursement Agreement dated March 20, 2001, with Southern Development Resources, Inc., in conjunction with the Tax Increment Financing Plan, Southern Pointe Project

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, ADOPTING, APPROVING AND AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO THE SECURITY AND REIMBURSEMENT AGREEMENT DATED MARCH 20, 2001, WITH SOUTHERN DEVELOPMENT RESOURCES, INC. IN CONJUNCTION WITH THE TAX INCREMENT FINANCING PLAN, SOUTHERN POINTE PROJECT, AND AUTHORIZING THE CITY TO MAKE REIMBURSEMENTS FROM BONDS ISSUED FOR THE TAX INCREMENT FINANCING IMPROVEMENTS.

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

1. Pursuant to the "Mississippi Tax Increment Financing Act", Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "Act"), the City has previously approved the Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan"), and approved and amended the Tax Increment Financing Plan (Southern Pointe Project) (the "TIF Plan").

2. Under the Act the Governing Body is authorized and empowered to issue tax increment financing bonds (the "Bonds") to support the Southern Pointe Project (the "Project") to be used to pay for the certain cost of infrastructure to support the Project, including but are not necessarily limited to, installation and/or relocation of utilities such as water, sanitary sewer, burying and relocation of electrical line, construction of drainage improvements, construction of roadways with curb and gutter, concrete walks, sidewalks, lighting, site demolition and grading, parking and associated site development, installation of signage, landscaping of rights-of-way, irrigation, related engineering fees, attorney's fees, TIF Plan preparation fees, capitalized interest, and other related soft costs in connection with construction and development of the Project, (all such costs being the "Infrastructure Improvements") at such times in the future as it sees fit to finance the Infrastructure Improvements to support the Project, which is being constructed by Southern Development Resources, Inc. (the "Developer"), as same is described in the TIF Plan.

3. The City and Developer previously approved and entered into a Security and Reimbursement Agreement (the "Agreement") setting out the conditions and terms under which the Bonds will be issued and providing for the payment thereof be approved and executed by the City and the Developer all as is authorized pursuant to the Act.

4. The Security and Reimbursement Agreement previously approved should be amended in order that the City and Developer may accommodate an expansion of the Project and Infrastructure Improvements, increase the maximum amount of Bonds that may be issued, and extend the term of the Security and Reimbursement as provided in the amendments to the TIF Plan.

5. The City understands and reasonably expects that the Developer has incurred and will incur expenditures for the Infrastructure Improvements prior to the issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body for and on behalf of the City of Hattiesburg as follows:

SECTION 1. The Governing Body hereby approves and adopts the First Amendment to the Security and Reimbursement Agreement dated March 20, 2001, in substantially the form attached hereto providing for reimbursements for the Infrastructure Improvements not to exceed Three Million Six Hundred Eighty Thousand Dollars (\$3,680,000).

SECTION 2. The Governing Body hereby authorizes and directs the Mayor and City Clerk to execute and deliver the First Amendment for and on behalf of the City with such changes, insertions and omissions as may be approved by such officers, said execution and delivery being conclusive evidence of such approval. Such officers are specifically authorized to approve changes in the dates for completion of the Infrastructure Improvements and the Project in order to coordinate the cash flows resulting from the Project with the principal and interest maturities for the Bonds.

SECTION 3. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby confirms prior declarations and declares anew its official intent to reimburse expenditures made for the Project prior to the issuance of the Bonds with proceeds of the Bonds to the extent permitted by the Reimbursement Regulations.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 16th day of April, 2013.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of April, 2013.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

FIRST AMENDMENT TO SECURITY AND REIMBURSEMENT AGREEMENT

This first amendment to the March 20, 2001 Security and Reimbursement Agreement (the "Amended Agreement"), is entered into this the ____ day of _____, 2013, by and between Southern Development Resources, LLC, a Mississippi corporation (the "Developer") and Hattiesburg, Mississippi (the "City") acting by and through its Mayor and City Council (the "Governing Body") of the City.

RECITALS:

WHEREAS, on December 19, 2000, the City approved a Tax Increment Financing Plan (Southern Pointe Project) (the "Original City TIF Plan") under which the Developer proposed to develop a 55 +/- acre planned professional office park building as described in the Original City TIF Plan (the "Project"), and further providing that the City issue tax increment financing bonds, the proceeds of which would be used to fund construction of certain infrastructure improvements set forth therein., which plan constituted a qualified plan pursuant to the "Mississippi Tax Increment Financing Act", Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "Act").

WHEREAS, the City and Developer approved and entered into a Security and Reimbursement Agreement dated March 20, 2001 (the "Original Agreement") setting forth their respective obligations in connection with the Original City TIF Plan as authorized pursuant to the Act.

WHEREAS, on April 16, 2013, the City amended the Original City TIF Plan to (i) increase the City's authority to issue tax increment financing bonds from \$2,000,000 to \$3,680,000, an increase of \$1,680,000; (ii) to extend the duration of the City TIF Plan; and (iii) to expand the infrastructure costs which may be reimbursed thereunder (the "Amended City TIF Plan").

WHEREAS, on December 21, 2000, Forrest County, Mississippi (the "County") approved a Tax Increment Financing Plan (Southern Pointe Project), which plan is expected to be amended on April 18, 2013, to provide for its cooperation and participation with the City regarding the City's issuance of the tax increment financing bonds and construction and acquisition of the infrastructure improvements relating to the Project described therein (the "County TIF Plan" and together with the Original City TIF Plan and the Amended City TIF Plan referred to hereafter as the "TIF Plans").

WHEREAS, consistent with the TIF Plans, the City and the Developer desire to amend the Original Agreement dated March 20, 2001, so as to set forth their mutual agreement and obligations relating to the additional development provided for in the TIF Plans.

NOW THEREFORE, the Security and Reimbursement Agreement dated March 20, 2001, by and between the Developer and the City is hereby amended as follows:

1. The term "Bonds" shall mean the City's Tax Increment Limited Obligations Bonds issued in one or more series in a principal aggregate amount of not to exceed Three Million Six Hundred Eighty Thousand Dollars (\$3,680,000), which amount includes any prior bonds issued pursuant to the Original City TIF Plan.
2. "Exhibit B" attached and incorporated into the Original Agreement and as referenced in Paragraph 9 thereof, describes certain reimbursement cost obligations of the City, which is hereby expanded to include the following additional public infrastructure and cost estimates in the chart below:

<u>Description of Eligible Activity</u>	<u>Total</u>
Consultant Fees	\$50,000
Accountant Fees	\$40,000
Legal Fees - General	\$100,000
MDOT Fees	\$10,000
Landscape Architect	\$50,000
On-Site Parking Lots	\$1,790,200
Landscaping - Common Area	\$160,200
Environmental Assessment	\$4,060
Geotechnical Investigation	\$6,000
Architect / Engineering / Reimbursables	\$134,750
Program Management / Reimbursables	\$45,500
Site Development Package	\$440,800 *
Construction Management Fee	\$52,200
3rd Party - Off Site Fees	\$130,700 **
Materials Testing	<u>\$10,100</u>
TOTAL:	\$3,024,510

* Curbs / Gutters / Sidewalks / Electrical / Natural Gas / Sewer / Storm Drains / Water

** Site Work and installation performed by Mississippi Power, Wilmut Gas and AT&T

3. Paragraph 21 of the Original Agreement shall be amended to provide as follows:

21. The City may terminate this agreement upon giving 30 days prior written notice if (i) the Developer fails to initiate construction of the Redevelopment Project by May 1, 2018; or (ii) fails to perform any of its material obligations under this agreement; or (iii) the Developer is adjudged a bankrupt or insolvent, or if it makes a general assignment for the benefit of its creditors, or if a trustee or a receiver is appointed on account of its insolvency.

4. Except as modified and amended by this First Amendment, the Original Agreement shall remain in full force and effect in all of its terms and provisions.
5. This First Amendment may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the City and the Developer have duly executed this Agreement by their respective hands and under seal effects hereto as of the date of the year first above written.

HATTIESBURG, MISSISSIPPI

By: _____
Mayor

ATTEST:

City Clerk

SOUTHERN DEVELOPMENT RESOURCES, INC.

By: _____
Chief Executive Officer

ATTEST:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, ADOPTING, APPROVING AND AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO THE SECURITY AND REIMBURSEMENT AGREEMENT DATED MARCH 20, 2001, WITH SOUTHERN DEVELOPMENT RESOURCES, INC. IN CONJUNCTION WITH THE TAX INCREMENT FINANCING PLAN, SOUTHERN POINTE PROJECT, AND AUTHORIZING THE CITY TO MAKE REIMBURSEMENTS FROM BONDS ISSUED FOR THE TAX INCREMENT FINANCING IMPROVEMENTS.

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

1. Pursuant to the "Mississippi Tax Increment Financing Act", Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "Act"), the City has previously approved the Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan"), and approved and amended the Tax Increment Financing Plan (Southern Pointe Project) (the "TIF Plan").

2. Under the Act the Governing Body is authorized and empowered to issue tax increment financing bonds (the "Bonds") to support the Southern Pointe Project (the "Project") to be used to pay for the certain cost of infrastructure to support the Project, including but are not necessarily limited to, installation and/or relocation of utilities such as water, sanitary sewer, burying and relocation of electrical line, construction of drainage improvements, construction of roadways with curb and gutter, concrete walks, sidewalks, lighting, site demolition and grading, parking and associated site development, installation of signage, landscaping of rights-of-way, irrigation, related engineering fees, attorney's fees, TIF Plan preparation fees, capitalized interest, and other related soft costs in connection with construction and development of the Project, (all such costs being the "Infrastructure Improvements") at such times in the future as it sees fit to finance the Infrastructure Improvements to support the Project, which is being constructed by Southern Development Resources, Inc. (the "Developer"), as same is described in the TIF Plan.

3. The City and Developer previously approved and entered into a Security and Reimbursement Agreement (the "Agreement") setting out the conditions and terms under which the Bonds will be issued and providing for the payment thereof be approved and executed by the City and the Developer all as is authorized pursuant to the Act.

4. The Security and Reimbursement Agreement previously approved should be amended in order that the City and Developer may accommodate an expansion of the Project and Infrastructure Improvements, increase the maximum amount of Bonds that may be issued, and extend the term of the Security and Reimbursement as provided in the amendments to the TIF Plan.

5. The City understands and reasonably expects that the Developer has incurred and will incur expenditures for the Infrastructure Improvements prior to the issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body for and on behalf of the City of Hattiesburg as follows:

SECTION 1. The Governing Body hereby approves and adopts the First Amendment to the Security and Reimbursement Agreement dated March 20, 2001, in substantially the form attached hereto providing for reimbursements for the Infrastructure Improvements not to exceed Three Million Six Hundred Eighty Thousand Dollars (\$3,680,000).

SECTION 2. The Governing Body hereby authorizes and directs the Mayor and City Clerk to execute and deliver the First Amendment for and on behalf of the City with such changes, insertions and omissions as may be approved by such officers, said execution and delivery being conclusive evidence of such approval. Such officers are specifically authorized to approve changes in the dates for completion of the Infrastructure Improvements and the Project in order to coordinate the cash flows resulting from the Project with the principal and interest maturities for the Bonds.

SECTION 3. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby confirms prior declarations and declares anew its official intent to reimburse expenditures made for the Project prior to the issuance of the Bonds with proceeds of the Bonds to the extent permitted by the Reimbursement Regulations.

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

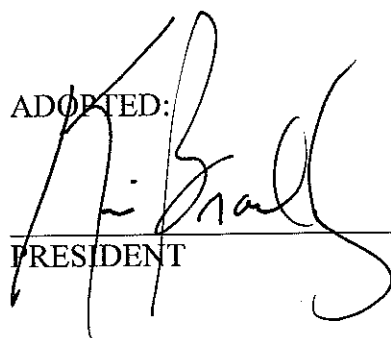
The President thereby declared the motion carried and the Resolution adopted, this the 16th day of April, 2013.

(SEAL)

ATTEST:

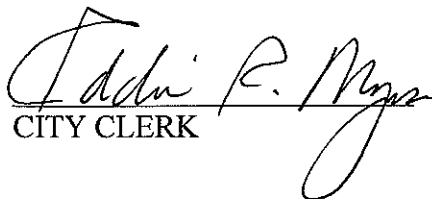

CLERK OF COUNCIL

ADOPTED:

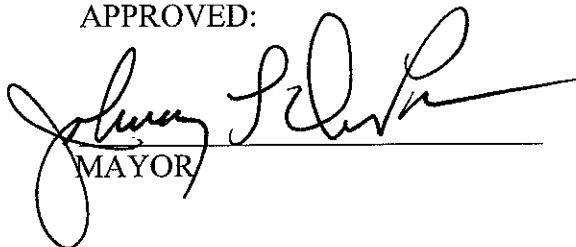

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of April, 2013.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

FIRST AMENDMENT TO SECURITY AND REIMBURSEMENT AGREEMENT

This first amendment to the March 20, 2001 Security and Reimbursement Agreement (the "Amended Agreement"), is entered into this the ____ day of _____, 2013, by and between Southern Development Resources, LLC, a Mississippi corporation (the "Developer") and Hattiesburg, Mississippi (the "City") acting by and through its Mayor and City Council (the "Governing Body") of the City.

RECITALS:

WHEREAS, on December 19, 2000, the City approved a Tax Increment Financing Plan (Southern Pointe Project) (the "Original City TIF Plan") under which the Developer proposed to develop a 55 +/- acre planned professional office park building as described in the Original City TIF Plan (the "Project"), and further providing that the City issue tax increment financing bonds, the proceeds of which would be used to fund construction of certain infrastructure improvements set forth therein., which plan constituted a qualified plan pursuant to the "Mississippi Tax Increment Financing Act", Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "Act").

WHEREAS, the City and Developer approved and entered into a Security and Reimbursement Agreement dated March 20, 2001 (the "Original Agreement") setting forth their respective obligations in connection with the Original City TIF Plan as authorized pursuant to the Act.

WHEREAS, on April 16, 2013, the City amended the Original City TIF Plan to (i) increase the City's authority to issue tax increment financing bonds from \$2,000,000 to \$3,680,000, an increase of \$1,680,000; (ii) to extend the duration of the City TIF Plan; and (iii) to expand the infrastructure costs which may be reimbursed thereunder (the "Amended City TIF Plan").

WHEREAS, on December 21, 2000, Forrest County, Mississippi (the "County") approved a Tax Increment Financing Plan (Southern Pointe Project), which plan is expected to be amended on April 18, 2013, to provide for its cooperation and participation with the City regarding the City's issuance of the tax increment financing bonds and construction and acquisition of the infrastructure improvements relating to the Project described therein (the "County TIF Plan" and together with the Original City TIF Plan and the Amended City TIF Plan referred to hereafter as the "TIF Plans").

WHEREAS, consistent with the TIF Plans, the City and the Developer desire to amend the Original Agreement dated March 20, 2001, so as to set forth their mutual agreement and obligations relating to the additional development provided for in the TIF Plans.

NOW THEREFORE, the Security and Reimbursement Agreement dated March 20, 2001, by and between the Developer and the City is hereby amended as follows:

1. The term "Bonds" shall mean the City's Tax Increment Limited Obligations Bonds issued in one or more series in a principal aggregate amount of not to exceed Three Million Six Hundred Eighty Thousand Dollars (\$3,680,000), which amount includes any prior bonds issued pursuant to the Original City TIF Plan.
2. "Exhibit B" attached and incorporated into the Original Agreement and as referenced in Paragraph 9 thereof, describes certain reimbursement cost obligations of the City, which is hereby expanded to include the following additional public infrastructure and cost estimates in the chart below:

<u>Description of Eligible Activity</u>	<u>Total</u>	
Consultant Fees	\$50,000	
Accountant Fees	\$40,000	
Legal Fees - General	\$100,000	
MDOT Fees	\$10,000	
Landscape Architect	\$50,000	
On-Site Parking Lots	\$1,790,200	
Landscaping - Common Area	\$160,200	
Environmental Assessment	\$4,060	
Geotechnical Investigation	\$6,000	
Architect / Engineering / Reimbursables	\$134,750	
Program Management / Reimbursables	\$45,500	
Site Development Package	\$440,800	*
Construction Management Fee	\$52,200	
3rd Party - Off Site Fees	\$130,700	**
Materials Testing	<u>\$10,100</u>	
TOTAL:	\$3,024,510	

* Curbs / Gutters / Sidewalks / Electrical / Natural Gas / Sewer / Storm Drains / Water

** Site Work and installation performed by Mississippi Power, Wilmut Gas and AT&T

3. Paragraph 21 of the Original Agreement shall be amended to provide as follows:

21. The City may terminate this agreement upon giving 30 days prior written notice if (i) the Developer fails to initiate construction of the Redevelopment Project by May 1, 2018; or (ii) fails to perform any of its material obligations under this agreement; or (iii) the Developer is adjudged a bankrupt or insolvent, or if it makes a general assignment for the benefit of its creditors, or if a trustee or a receiver is appointed on account of its insolvency.

4. Except as modified and amended by this First Amendment, the Original Agreement shall remain in full force and effect in all of its terms and provisions.
5. This First Amendment may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the City and the Developer have duly executed this Agreement by their respective hands and under seal effects hereto as of the date of the year first above written.

HATTIESBURG, MISSISSIPPI

By:

Mayor

ATTEST:

City Clerk

SOUTHERN DEVELOPMENT RESOURCES, INC.

By: _____
Chief Executive Officer

ATTEST:



City of Hattiesburg, MS

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

Master

File Number: 2013-0206

File ID: 2013-0206

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 04/09/2013

Brief Title: Project Resolution Requisition No. 20 - 2012 Bonds

Final Action: 04/16/2013

Minute Book Number: MB2013-120

Title:

Adopt a Resolution authorizing Requisition No. 20 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Notes:

Sponsors:

Enactment Date:

Attachments: Bond Requisition No.20, executed Bond Requisition No.20 RES2013-34

Enactment Number:

Contact:

Meeting Date: 04/16/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/16/2013	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a Resolution authorizing Requisition No. 20 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, 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 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2013-0206

Title

Adopt a Resolution authorizing Requisition No. 20 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

Adopt a Resolution authorizing Requisition No. 20 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

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. 20 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated March 29, 2012. 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. 20 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF MARCH 29, 2012, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on March 29, 2012 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$12,500,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of March 29, 2012, 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. 20 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$286,433.23 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. 20 from the Project Fund Construction Account under the Loan in the total aggregate amount of Two hundred eighty-six thousand four hundred thirty-three & 23/100 dollars (\$286,433.23) for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. 20 in the total aggregate amount of Two hundred eighty-six thousand four hundred thirty-three & 23/100 dollars (\$286,433.23) 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 roll call vote, to wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 16th day of April, 2013.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of April, 2013.

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$12,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Bonds") secured by \$12,500,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Note").

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

REQUISITION NO.: 20

DATE OF REQUISITION: 4/16/2013

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1.	Greenbriar DSLP 1941 Hwy 550 NW Brookhaven, MS 39601	094695.7245.03	\$ 90,630.00	Pay App No. 5	Construction of Hwy 98 West Booster Station for period 3/1/13-3/31/13 MB 2012-1/156
2.	Hensley R. Lee Contracting Inc. 311 Acorn St Picayune, MS 39466	094695.7220.50	\$ 150,758.23	Pay App No. 2	Construction on COMSWIP Sewer Phase II for period 2/26/13 - 3/25/13. MB 2012-1/422
3.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.03	\$ 575.00	17386	Construction management for COMSWIP Hwy 98 West Booster Station for period 2/24/13-3/23/13. MB 2011-4/89-110
4.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.01	\$ 427.50	17388	Construction management for COMSWIP Sewer Phase III for period 2/24/13-3/23/13. MB 2011-4/89-110
5.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.50	\$ 20,505.00	17389	Construction management for COMSWIP Sewer Phase II for period 2/24/13-3/23/13. MB 2011-4/89-110
6.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.51	\$ 2,312.50	17397	Construction management for COMSWIP Sewer Phase IV for period 2/24/13-3/23/13. MB 2011-4/89-110

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
7.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.50	\$ 3,162.50	17406	Survey of right of way for COMSWIP Sewer Phase II project. 12/23/12 - 3/23/13 MB 2011-4/89-110
8.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.04	\$ 1,350.00	17385	Construction management for COMSWIP Hwy 98 West Elevated Water Tank for period 2/24/13-3/23/13. MB 2011-4/89-110
9.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.28	\$ 16,712.50	17387	Construction management for COMSWIP Hwy 98 West Fire Lines for period 2/24/13-3/24/13. MB 2011-4/89-110

\$ 286,433.23

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432
POINT OF CONTACT:

VENDOR MAILING:
GREENBRIAR DIGGING SERVICE LP
1941 HIGHWAY 550 NW
BROOKHAVEN MS 39601-9615

WAITTS, SHARON
 MINUTE BOOK # 2012-1/156
 STATE CONTRACT# sewer/water bond
 VENDOR # 00075114
 (601) 5454640

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

Page 1
Date 04/08/13

PO No.	-	132399
Req No.	-	143742

PROJECT LINE: COMSWIP HWY 98 BOOSTER STATION

PROCESSING CODE: RIP

SEND METHOD 0 ()

Account #

Description

QTY

TOTAL COST

094695.7245.03

1.00	EA	90,630.0000	90,630.00
1.00	EA	90,630.0000	90,630.00

CONSTRUCTION
Project: COMSWIP Hwy 98 West Booster Station
Period: 3/2/13 - 3/31/13
Invoice: Pay App No. 5

TOTAL CONTRACT AMOUNT NOT TO EXCEED

90.630.00

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.

EDDIE R. MYERS
CITY CLERK



Engineering Progress

OR 143742

April 4, 2013

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

Attn: Bert Kuyrkendall, P.E.

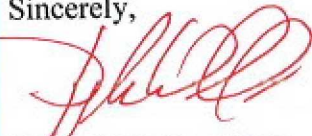
Re: Highway 98 West Booster Station
City of Hattiesburg *Greenbriar*

Dear Bert:

Enclosed please find Pay Estimate No. 5 in the amount of \$90,630.00 for the above referenced project.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,



Kyle D. Wallace, P.E.
Project Engineer

/lp

Enclosure

Cc: Tony McLendon

094695.7245.03
MB 2012-1/156

ENTERED

APPROVED FOR PAYMENT

DATE 4/8/13

SIGNATURE 

CONTRACTOR: GREENBRIAR DSLP
1941 HWY 550 NW
BROOKHAVEN, MS 39601

ORIGINAL CONTRACT: \$390,080.00
CHANGE ORDERS: 0.00
REVISED CONTRACT: \$390,080.00

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

ORIGINAL COMPLETION: May 24, 2013

PROJECT: BOOSTER STATION ALONG U.S. HIGHWAY 98

ESTIMATE #: FIVE

DATE: MARCH 2, 2013 to MARCH 31, 2013

	<u>THIS PERIOD AMOUNT</u>	<u>TOTAL TO DATE AMOUNT</u>
BASE BID TOTALS:	95,400.00	357,355.00
STORED MATERIAL:	0.00	0.00
TOTALS EARNED:	95,400.00	357,355.00
AMOUNT RETAINED <u>5</u> %:	4,770.00	17,867.75
PREVIOUS PAYMENT REQUESTS:	0.00	248,857.25
AMOUNT DUE:	90,630.00	90,630.00 <i>gn</i>

CONTRACTOR Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment number 1 through 4 Inclusive; and (2) title to all 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, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated April 1, 2013

GREENBRIAR DSLP
CONTRACTOR

By: *Jessie Neal*

Jessie Neal, Managing Partner

ENGINEER Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated April 4, 2013

SHOWS, DEARMAN & WAITS, INC.
ENGINEER

By: *[Signature]*

OWNER APPROVAL:

BY: CITY OF HATTIESBURG, MS

DATE: _____

ESTIMATE NUMBER: FIVE
 NAME OF CONTRACTOR: GREENBRIAR DSLP, 1941 HWY 550 NW, BROOKHAVEN, MS 39601
 NAME OF OWNER: CITY OF HATTIESBURG, P. O. BOX 1898, HATTIESBURG, MS 39403-1898
 CONTRACT AMOUNT: ORIGINAL \$ 390,080.00
 COMPLETION DATE: ORIGINAL May 24, 2013
 DATES OF ESTIMATE: MARCH 2, 2013 to MARCH 31, 2013
 PROJECT DESCRIPTION: BOOSTER STATION ALONG U.S. HIGHWAY 98

ITEM	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	TOTAL PRICE	THIS PERIOD		TOTAL TO DATE	
						QUANTITY	AMOUNT	QUANTITY	AMOUNT
1.	Ductile Iron Water Line, Class 350	LF	60	115.00	6,900.00		-	40	4,600.00
2.	Fence with Gates	LF	161	50.00	8,050.00		-		-
3.	Site Work	LS	1	16,000.00	16,000.00		-	0.50	8,000.00
4.	Erosion Control	LS	1	6,500.00	6,500.00		-	0.85	5,525.00
5.	Block Building with Appurtenances	LS	1	105,630.00	105,630.00		-	1	105,630.00
6.	Suction Pumps	EA	2	22,000.00	44,000.00		-	2	44,000.00
7.	Controls	LS	1	106,000.00	106,000.00	0.90	95,400.00	0.90	95,400.00
8.	Piping	LS	1	30,000.00	30,000.00		-	1	30,000.00
9.	Generator	LS	1	56,000.00	56,000.00		-	0.95	53,200.00
10.	Chlorinator	LS	1	11,000.00	11,000.00		-	1	11,000.00
TOTALS					\$ 390,080.00		\$ 95,400.00		\$ 357,355.00

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432
POINT OF CONTACT:

Page 1
Date 04/05/13

PO No. 132356
Req No. 143688

VENDOR MAILING:
HENSLEY R LEE CONTRACTING INC
311 ACORN ST
PICAYUNE MS 39466

WAITS, SHARON
MINUTE BOOK # 2012-1/422
STATE CONTRACT# sewer/water bond
VENDOR # 00094932

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROJECT LINE: COMSWIP SEWER PHASE II

PROCESSING CODE: RIP

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
-----------	-------------	-----	----	-----------	------------

094695.7220.50	CONSTRUCTION Project: COMSWIP Sewer Phase II Period: 2/26/13 - 3/25/13 Invoice: Pay App No. 2	1.00	EA	150,758.2300	150,758.23
----------------	--	------	----	--------------	------------

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

TOTAL CONTRACT AMOUNT NOT TO EXCEED
THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

150,758.23
EDDIE R. MYERS
CITY CLERK



Engineering Progress

March 28, 2013

OR 143688

RECEIVED
4/1/13
3m

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-898

Attn: Bert Kuyrkendall

Re: Sewer Phase 2 - ComSWIP Hensley R. Lee Contracting

Dear Bert,

Enclosed please find Pay Estimate No. 2 in the amount of \$150,758.23 for the above referenced project.

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/lp

enclosure

cc: Steve Tingle, Hensley R. Lee Contracting

094695.7220.50
MB 2012-1/422

ENTERED

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

Date: 3/26/2013

Project: Comprehensive Sewer Improvements Phase II

City of Hattiesburg

Contractor: Hensley R. Lee Contracting Inc.

311 Acorn St. Picayune, MS 39466

Pay Estimate No.: Two (2)

Pay Period: Feb. 26, 2013 - Mar 25, 2013

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		On Cont. Price Est.	Allowed This Period	Allowed To Date			
CONTRACT TOTAL:							\$1,485,051.50

	SITE 2 - CORRINE STREET						\$334,348.00
1	8" SDR 26 PVC Sewer Pipe (6'-8')	614			LF	\$ 26.00	\$ -
2	8" SDR 26 PVC Sewer Pipe (8'-10')	12			LF	\$ 28.00	\$ -
3	10" SDR 26 PVC Sewer Pipe (6'-8')	80			LF	\$ 28.00	\$ -
4	10" SDR 26 PVC Sewer Pipe (8'-10')	308			LF	\$ 31.00	\$ -
5	10" SDR 26 PVC Sewer Pipe (10'-12')	298			LF	\$ 35.00	\$ -
6	10" SDR 26 PVC Sewer Pipe (12'-14')	259			LF	\$ 41.00	\$ -
7	12" SDR 26 PVC Sewer Pipe (0'-6')	474			LF	\$ 28.00	\$ -
8	12" SDR 26 PVC Sewer Pipe (6'-8')	90			LF	\$ 32.00	\$ -
9	10" DR 11 HDPE Sewer Pipe (Directional Bore)(All Depths)	521			LF	\$ 150.00	\$ -
10	48" Precast Concrete Sewer Manhole (0'-6')	1			EA	\$ 1,700.00	\$ -
11	48" Precast Concrete Sewer Manhole (6'-8')	4			EA	\$ 1,900.00	\$ -
12	48" Precast Concrete Sewer Manhole (8'-10')	2			EA	\$ 2,200.00	\$ -
13	48" Precast Concrete Sewer Manhole (10'-12')	1			EA	\$ 2,700.00	\$ -
14	48" Precast Concrete Sewer Manhole (12'-14')	2			EA	\$ 3,000.00	\$ -
15	60" Precast Concrete Sewer Manhole (0'-6')	1			EA	\$ 3,200.00	\$ -
16	Drop Manhole Assembly (All Depths)	6			EA	\$ 800.00	\$ -
17	Demolition and Removal of Existing Manhole	10			EA	\$ 500.00	\$ -
18	Demolition and Removal of Existing Grinder Station	1			LS	\$ 1,000.00	\$ -
19	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	805			LF	\$ 12.00	\$ -
20	8"x8"x6" PVC Tee	5			EA	\$ 175.00	\$ -
21	10"x10"x6" PVC Tee	9			EA	\$ 230.00	\$ -
22	12"x12"x6" PVC Tee	3			EA	\$ 275.00	\$ -
23	6" PVC Cleanout	12			EA	\$ 310.00	\$ -
24	Crushed Aggregate (Size 825)	735			Ton	\$ 35.00	\$ -
25	Select Fill Material (Class 9, Group C), LVM	2,251			CY	\$ 12.00	\$ -
26	Concrete Pavement Repair (All Depths)	10			SY	\$ 30.00	\$ -
27	Asphalt Pavement Repair (All Depths)	1,670			SY	\$ 22.00	\$ -
28	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	328			LF	\$ 8.00	\$ -
29	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	32			LF	\$ 32.00	\$ -
30	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	96			LF	\$ 34.00	\$ -
31	24" Reinforced Concrete Pipe, Class III, Rubber Gaskets	160			LF	\$ 42.00	\$ -
32	30" Reinforced Concrete Pipe, Class III, Rubber Gaskets	40			LF	\$ 55.00	\$ -
33	Class "B" Concrete, Minor Structures	7			CY	\$ 250.00	\$ -
34	Grassing	1			LS	\$ 2,500.00	\$ -
35	Erosion Control	1			LS	\$ 2,500.00	\$ -
36	Mobilization	1			LS	\$ 15,000.00	\$ -
37	Maintenance of Traffic	1			LS	\$ 10,000.00	\$ -
						subtotal	\$ -

	SITE 3 - COUNTY ROAD						\$217,315.00
38	8" SDR 26 PVC Sewer Pipe (0'-6')	70			LF	\$ 23.00	\$ -
39	8" SDR 26 PVC Sewer Pipe (6'-8')	577			LF	\$ 24.00	\$ -
40	8" SDR 26 PVC Sewer Pipe (8'-10')	281			LF	\$ 26.00	\$ -
41	8" SDR 26 PVC Sewer Pipe (10'-12')	345			LF	\$ 30.00	\$ -
42	8" SDR 26 PVC Sewer Pipe (12'-14')	365			LF	\$ 36.00	\$ -
43	8" SDR 26 PVC Sewer Pipe (14'-16')	161			LF	\$ 43.00	\$ -
44	48" Precast Concrete Sewer Manhole (0'-6')	1			EA	\$ 1,500.00	\$ -
45	48" Precast Concrete Sewer Manhole (6'-8')	2			EA	\$ 1,800.00	\$ -
46	48" Precast Concrete Sewer Manhole (8'-10')	1			EA	\$ 2,100.00	\$ -
47	48" Precast Concrete Sewer Manhole (10'-12')	1			EA	\$ 2,500.00	\$ -
48	48" Precast Concrete Sewer Manhole (14'-16')	1			EA	\$ 2,800.00	\$ -
49	Drop Manhole Assembly (All Depths)	2			EA	\$ 800.00	\$ -
50	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	610			LF	\$ 11.00	\$ -
51	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	456			LF	\$ 12.00	\$ -
52	8"x8"x6" PVC Tee	22			EA	\$ 175.00	\$ -
53	6" PVC Cleanout	22			EA	\$ 310.00	\$ -
54	Crushed Aggregate (Size 825)	802			Ton	\$ 35.00	\$ -
55	Select Fill Material (Class 9, Group C), LVM	2,457			CY	\$ 12.00	\$ -
56	Concrete Pavement Repair (All Depths)	0			SY	\$ 30.00	\$ -
57	Asphalt Pavement Repair (All Depths)	1,820			SY	\$ 22.00	\$ -
58	Demolition and Removal of Concrete Headwall	1			EA	\$ 750.00	\$ -
59	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	92			LF	\$ 8.00	\$ -
60	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	68			LF	\$ 32.00	\$ -
61	18"x11" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	24			LF	\$ 20.00	\$ -
62	Class III	1			EA	\$ 200.00	\$ -
63	Class "B" Concrete, Minor Structures	1			CY	\$ 250.00	\$ -
64	Grassing	1			LS	\$ 2,500.00	\$ -
65	Temporary Erosion Control	1			LS	\$ 2,500.00	\$ -
66	Mobilization	1			LS	\$ 15,000.00	\$ -
67	Maintenance of Traffic	1			LS	\$ 5,000.00	\$ -
						subtotal	\$ -

	SITE 4 - WEATHERSBY ROAD						\$154,249.00
68	6" PVC Sewer Pipe Force Main (All Depths)	10			LF	\$ 8.00	\$ -
69	8" SDR 26 PVC Sewer Pipe (0'-6')	40			LF	\$ 23.00	\$ -
70	8" SDR 26 PVC Sewer Pipe (6'-8')	40			LF	\$ 24.00	\$ -
71	8" SDR 26 PVC Sewer Pipe (8'-10')	90			LF	\$ 26.00	\$ -
72	8" SDR 26 PVC Sewer Pipe (10'-12')	130			LF	\$ 30.00	\$ -
73	8" SDR 26 PVC Sewer Pipe (12'-14')	280			LF	\$ 36.00	\$ -
74	8" SDR 26 PVC Sewer Pipe (14'-16')	220			LF	\$ 43.00	\$ -
75	15" SDR 26 PVC Sewer Pipe (0'-6')	60			LF	\$ 23.00	\$ -
76	15" SDR 26 PVC Sewer Pipe (6'-8')	0			LF	\$ 37.00	\$ -
77	15" SDR 26 PVC Sewer Pipe (8'-10')	5			LF	\$ 38.00	\$ -
78	15" SDR 26 PVC Sewer Pipe (10'-12')	21			LF	\$ 42.00	\$ -
79	15" SDR 26 PVC Sewer Pipe (12'-14')	120			LF	\$ 48.00	\$ -
80	15" SDR 26 PVC Sewer Pipe (14'-16')	110			LF	\$ 55.00	\$ -
81	8" Ductile Iron Sewer Pipe (0'-6')	161			LF	\$ 55.00	\$ -
82	24" Steel Casing (0.25" WT) (Bored)	60			LF	\$ 190.00	\$ -
83	Abandonment of Existing Sewer Line	250			LF	\$ 4.00	\$ -
84	48" Precast Concrete Sewer Manhole (0'-6')	1			EA	\$ 1,500.00	\$ -
85	48" Precast Concrete Sewer Manhole (6'-8')	1			EA	\$ 1,800.00	\$ -
86	48" Precast Concrete Sewer Manhole (8'-10')	0			EA	\$ 2,100.00	\$ -
87	48" Precast Concrete Sewer Manhole (10'-12')	1			EA	\$ 2,500.00	\$ -
88	48" Precast Concrete Sewer Manhole (12'-14')	1			EA	\$ 2,800.00	\$ -
89	60" Precast Concrete Sewer Manhole (12'-14')	1			EA	\$ 6,000.00	\$ -
90	60" Precast Concrete Sewer Manhole (14'-16')	1			EA	\$ 7,200.00	\$ -
91	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	92			LF	\$ 12.00	\$ -
92	8"x8"x6" PVC Tee	3			EA	\$ 175.00	\$ -
93	6" PVC Cleanout	4			EA	\$ 310.00	\$ -
94	Crushed Aggregate (Size 825)	185			Ton	\$ 35.00	\$ -
95	Select Fill Material (Class 9, Group C), LVM	565			CU	\$ 12.00	\$ -
96	Concrete Pavement Repair (All Depths)	268			SY	\$ 30.00	\$ -
97	Asphalt Pavement Repair (All Depths)	148			SY	\$ 22.00	\$ -
98	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	8			LF	\$ 34.00	\$ -
99	Class "B" Concrete, Minor Structures	2			CY	\$ 250.00	\$ -
100	Modular Block Retaining Wall	240			SF	\$ 25.00	\$ -
101	Grassing	1			LS	\$ 2,500.00	\$ -
102	Temporary Erosion Control	1			LS	\$ 2,500.00	\$ -
103	Mobilization	1			LS	\$ 15,000.00	\$ -
104	Maintenance of Traffic	1			LS	\$ 15,000.00	\$ -
						subtotal	\$ -

	SITE 6 - COUNTRY CLUB ROAD						\$625,957.50
105	6" SDR 26 PVC Sewer Pipe (6'-8')	11	11.00	11.00	LF	\$ 15.00	\$ 165.00
106	8" SDR 26 PVC Sewer Pipe (0'-6')	934	18.00	680.50	LF	\$ 23.00	\$ 15,651.50
107	8" SDR 26 PVC Sewer Pipe (6'-8')	1,674	153.00	816.00	LF	\$ 24.00	\$ 19,584.00
108	8" SDR 26 PVC Sewer Pipe (8'-10')	721	317.00	317.00	LF	\$ 26.00	\$ 8,242.00
109	8" SDR 26 PVC Sewer Pipe (10'-12')	1,566	1085.00	1085.00	LF	\$ 30.00	\$ 32,550.00
110	10" SDR 26 PVC Sewer Pipe (8'-10')	131	130.00	130.00	LF	\$ 29.50	\$ 3,835.00
111	10" SDR 26 PVC Sewer Pipe (10'-12')	854	846.00	846.00	LF	\$ 33.00	\$ 27,918.00
112	Abandonment of Existing Sewer Line	4,594			LF	\$ 4.00	\$ -
113	48" Precast Concrete Sewer Manhole (0'-6')	9	1.00	5.00	EA	\$ 1,500.00	\$ 7,500.00
114	48" Precast Concrete Sewer Manhole (6'-8')	5	1.00	4.00	EA	\$ 1,800.00	\$ 7,200.00
115	48" Precast Concrete Sewer Manhole (8'-10')	2	1.00	1.00	EA	\$ 2,100.00	\$ 2,100.00
116	48" Precast Concrete Sewer Manhole (10'-12')	6	5.00	5.00	EA	\$ 2,500.00	\$ 12,500.00
117	72" Precast Concrete Sewer Manhole (18'-20')	1	1.00	1.00	EA	\$ 20,000.00	\$ 20,000.00
118	Drop Manhole Assembly (All Depths)	5			EA	\$ 800.00	\$ -
119	Demolition and Removal of Existing Manhole	5			EA	\$ 500.00	\$ -
120	Abandonment of Existing Manhole	13			EA	\$ 750.00	\$ -
121	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	100		96.00	LF	\$ 11.00	\$ 1,056.00
122	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	1,872	666.00	974.00	LF	\$ 12.00	\$ 11,688.00
123	8"x8"x6" PVC Tee	59	18.00	33.00	EA	\$ 175.00	\$ 5,775.00
124	10"x10"x6" PVC Tee	10	11.00	11.00	EA	\$ 230.00	\$ 2,530.00
125	6" PVC Cleanout	58	25.00	38.00	EA	\$ 310.00	\$ 11,780.00
126	Crushed Aggregate (Size 825)	2,021	1144.69	1758.20	Ton	\$ 35.00	\$ 61,537.00
127	Select Fill Material (Class 9, Group C), LVM	6,192	1830.42	2458.42	CU	\$ 12.00	\$ 29,501.04
128	Concrete Pavement Repair (All Depths)	23			SY	\$ 30.00	\$ -
129	Asphalt Pavement Repair (All Depths)	6,170			SY	\$ 22.00	\$ -
130	Concrete Curb & Gutter (Match Existing Type)	35			LF	\$ 25.00	\$ -
131	Demolition and Removal of Concrete Headwall	1			EA	\$ 750.00	\$ -
132	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	146			LF	\$ 8.00	\$ -
133	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	80			LF	\$ 32.00	\$ -
134	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	30			LF	\$ 34.00	\$ -
135	22"x13" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	36			LF	\$ 40.00	\$ -
136	22"x13" Reinforced Concrete Arch Pipe, Flared End Section, Class III	1			EA	\$ 950.00	\$ -
137	Class "B" Concrete, Minor Structures	2			CY	\$ 250.00	\$ -
138	Concrete Paved Ditch (4" Depth)	3			SY	\$ 45.00	\$ -
139	Grassing	1			LS	\$ 2,500.00	\$ -
140	Erosion Control	1			LS	\$ 2,500.00	\$ -
141	Mobilization	1	0%	50%	LS	\$ 15,000.00	\$ 7,500.00
142	Maintenance of Traffic	1	20%	20%	LS	\$ 5,000.00	\$ 1,000.00
						subtotal	\$ 289,612.54

	SITE 7 - US HIGHWAY 49 SOUTH						\$153,182.00
143	10" SDR 26 PVC Sewer Pipe (0'-6')	130		LF	\$24.00	\$	-
144	10" SDR 26 PVC Sewer Pipe (6'-8')	610		LF	\$26.00	\$	-
145	10" SDR 26 PVC Sewer Pipe (8'-10')	535		LF	\$29.00	\$	-
146	10" SDR 26 PVC Sewer Pipe (10'-12')	155		LF	\$33.00	\$	-
147	10" SDR 26 PVC Sewer Pipe (12'-14')	70		LF	\$39.00	\$	-
148	10" SDR 26 PVC Sewer Pipe (14'-16')	80		LF	\$46.00	\$	-
149	10" SDR 26 PVC Sewer Pipe (16'-18')	130		LF	\$53.00	\$	-
150	10" SDR 26 PVC Sewer Pipe (18'-20')	275		LF	\$63.00	\$	-
151	10" SDR 26 PVC Sewer Pipe (20'-22')	30		LF	\$78.00	\$	-
152	8" Ductile Iron Sewer Pipe (0'-6')	340		LF	\$55.00	\$	-
153	8" Ductile Iron Sewer Pipe (6'-8')	60		LF	\$58.00	\$	-
154	48" Precast Concrete Sewer Manhole (6'-8')	3		EA	\$1,800.00	\$	-
155	48" Precast Concrete Sewer Manhole (8'-10')	2		EA	\$2,100.00	\$	-
156	48" Precast Concrete Sewer Manhole (12'-14')	2		EA	\$2,500.00	\$	-
157	48" Precast Concrete Sewer Manhole (18'-20')	1		EA	\$3,000.00	\$	-
158	Crushed Aggregate (Size 825)	16		Ton	\$35.00	\$	-
159	Select Fill Material (Class 9, Group C), LVM	50		CU	\$12.00	\$	-
160	Asphalt Pavement Repair (All Depths)	36		SY	\$22.00	\$	-
161	Grouted Riprap (Size 200) w/ Geotextile Fabric	55		Ton	\$125.00	\$	-
162	Grassing	1		LS	\$5,000.00	\$	-
163	Erosion Control	1		LS	\$5,000.00	\$	-
164	Mobilization	1		LS	\$15,000.00	\$	-
165	Maintenance of Traffic	1		LS	\$7,000.00	\$	-
					subtotal	\$	-

Percent Complete: 20%
Time Elapsed to date: 28%

Total Earned - Regular Work	\$ 289,612.54
Less 10% Retainage	\$ 28,961.25
Stored Materials	\$ 54,530.98
Total Due - Regular Work	\$ 315,182.27
Less Previous Payments	\$ 164,424.04
Net Amount Due This Estimate	\$ 150,758.23
Less Deductions	\$ -
Net Payment Due	\$ 150,758.23

CERTIFIED CORRECT:
Shows, Dearman & Waits, Inc.

Project Engineer

APPROVED:

OWNER

SANITARY SEWER SCHEDULE

START DATE January 29, 2013

COMPLETION DATE August 17, 2013

[illegible]

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 04/05/13

POINT OF CONTACT:

PO No. 132364
Req No. 143710

VENDOR MAILING:
SHOW'S DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2011-4/89-110
STATE CONTRACT# sewer/water bond
VENDOR # 00002099

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROJECT LINE: COMSWIP HWY 98 BOOSTER STATION

PROCESSING CODE: RIP

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
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094695.7245.03

CONSTRUCTION MGMT
Project: COMSWIP Hwy 98 West Booster Station
Period: 2/24/13 - 3/23/13
Invoice: 17386

1.00

EA

575.00000

575.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

575.00

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.

EDDIE R. MYERS
CITY CLERK

OR 143710



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

March 28, 2013
Project No: 1273-W002
Invoice No: 17386

Project Manager Kyle Wallace
Project 1273-W002 Hwy 98 West Booster Station

Professional Services from February 24, 2013 to March 23, 2013

Phase CM Hwy 98 W Booster Sta - Construction Mgmt

Professional Personnel

	Hours	Rate	Amount	
Construction Observer				
McLendon, Gerald	5.00	85.00	425.00	
Project Engineer				
Wallace, Kyle	1.00	150.00	150.00	
Totals	6.00		575.00	
Total Labor				575.00
		Total this Phase		\$575.00
		Total this Invoice		\$575.00

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

APPROVED FOR PAYMENT

DATE 4/4/13

SIGNATURE [Signature]

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

094695.7245.03
MB 2011-4/89-110

ENTERED

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
 PURCHASE ORDER
 THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

WAITES, SHARON
 MINUTE BOOK # 2011-4/89-110
 STATE CONTRACT# sewer/water bond
 VENDOR # 00002099

SHIP TO :
 CITY OF HATTIESBURG
 ENGINEERING/PUBLIC SERVICES
 212 WEST FRONT STREET-CENTENNIAL BLDG
 HATTIESBURG MS 39401

PROCESSING CODE: RIP

SEND METHOD 0 ()

PO No. 132363
 Req No. 143709

Page 1
 Date 04/05/13

VENDOR MAILING:
 SHOWS DEARMAN & WAITES INC
 301 SECOND AVE
 PO BOX 1711
 HATTIESBURG MS 39403-1711

PROJECT LINE: COMSWIP SEWER PHASE III

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7220.01	CONSTRUCTION MGMT Project: COMSWIP Sewer Phase III Period: 2/24/13 - 3/23/13 Invoice: 17388	1.00	EA	427.5000	427.50

TOTAL CONTRACT AMOUNT NOT TO EXCEED 427.50

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.

EDDIE R. MYERS
 CITY CLERK

OR 143709



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

March 28, 2013
Project No: 1273-S003
Invoice No: 17388

Project Manager Kyle Wallace
Project 1273-S003 Comprehensive Sewer Improvements Ph III
Professional Services from February 24, 2013 to March 23, 2013

Phase CM Construction Management

Construction Cost	1,632,964.92		
Fee Percentage	9.00		
Total Fee	146,966.84		
Percent Complete	100.00	Total Earned	146,966.84
		Previous Fee Billing	146,966.84
		Current Fee Billing	0.00
		Total Fee	0.00

Professional Personnel

	Hours	Rate	Amount
AUTO CAD TECHNICIAN			
Sullivan, Richard	1.50	85.00	127.50
PROJECT ENGINEER			
Wallace, Kyle	2.00	150.00	300.00
Totals	3.50		427.50
Total Labor			427.50

Total this Phase \$427.50

Total this Invoice \$427.50

Outstanding Invoices

Number	Date	Balance
17344	3/4/2013	1,175.00
Total		1,175.00

Total Now Due \$1,602.50

Pd Reg #18

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

APPROVED FOR PAYMENT

DATE 4/4/13

SIGNATURE [Signature]

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

094695.7220.01
MB 2011-4/89-110

ENTERED

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
 PURCHASE ORDER
 THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
 Date 04/05/13

PO No. 132357
 Req No. 143689

VENDOR MAILING:
 SHOWS DEARMAN & WAITS INC
 301 SECOND AVE
 PO BOX 1711
 HATTIESBURG MS 39403-1711

POINT OF CONTACT:
 WAITES, SHARON (601) 5454640
 MINUTE BOOK # 2011-4/89-110
 STATE CONTRACT# sewer/water bond
 VENDOR # 00002099

SHIP TO :
 CITY OF HATTIESBURG
 ENGINEERING/PUBLIC SERVICES
 212 WEST FRONT STREET-CENTENNIAL BLDG
 HATTIESBURG MS 39401

PROJECT LINE: COMSWIP SEWER PHASE II

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7220.50	CONSTRUCTION MGMT Project: COMSWIP Sewer Phase II Period: 2/24/13 - 3/23/13 Invoice: 17389	1.00	EA	20,505.0000	20,505.00

PROCESSING CODE: RIP
 SEND METHOD 0 ()

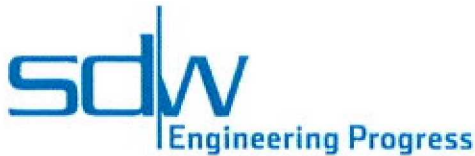
TOTAL CONTRACT AMOUNT NOT TO EXCEED 20,505.00

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.

EDDIE R. MYERS
 CITY CLERK

OR 143689



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

March 28, 2013
Project No: 1273-S002
Invoice No: 17389

Project Manager Kyle Wallace
Project 1273-S002 Comprehensive Sewer Improvements - Ph II
Professional Services from February 24, 2013 to March 23, 2013

Phase	CM	Construction Management				
Construction Cost		1,692,234.28				
Fee Percentage		9.00				
Total Fee		152,301.09				
Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Phase Services	100.00	152,301.09	100.00	152,301.09	152,301.09	0.00
Totals				152,301.09	152,301.09	0.00
		Total Fee				0.00

Professional Personnel

	Hours	Rate	Amount
AUTO CAD TECHNICIAN			
Sullivan, Richard	1.50	85.00	127.50
Temple, Patricia	.50	85.00	42.50
CONSTRUCTION OBSERVER			
McLendon, Gerald	8.00	85.00	680.00
Tingle, William	218.00	85.00	18,530.00
FIELD CREW			
Crew, Field	1.50	150.00	225.00
PROJECT ENGINEER			
Wallace, Kyle	6.00	150.00	900.00
Totals	235.50		20,505.00
Total Labor			20,505.00

Total this Phase **\$20,505.00**

Total this Invoice **\$20,505.00**

Outstanding Invoices

Number	Date	Balance
17343	3/4/2013	18,590.00
Total		18,590.00

Paid on Reg. # 18

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

094695.7220.50

MB 2011-4/89-110

ENTERED

APPROVED FOR PAYMENT

DATE 4/11/13

SIGNATURE [Signature]

Project	1273-S002	Comprehensive Sewer Improvements - Ph II	Invoice	17389
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Total Now Due	\$39,095.00
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Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
 PURCHASE ORDER
 THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-60000432

POINT OF CONTACT:

Page 1
 Date 04/05/13

PO No. 132362
 Req No. 143708

VENDOR MAILING:
 SHOW'S DEARMAN & WAITS INC
 301 SECOND AVE
 PO BOX 1711
 HATTIESBURG MS 39403-1711

WAITS, SHARON (601) 5454640
 MINUTE BOOK # 2011-4/89-110
 STATE CONTRACT# sewer/water bond
 VENDOR # 00002099

SHIP TO :
 CITY OF HATTIESBURG
 ENGINEERING/PUBLIC SERVICES
 212 WEST FRONT STREET-CENTENNIAL BLDG
 HATTIESBURG MS 39401

PROJECT LINE: COMSWIP SEWER PHASE IV

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7220.51	CONSTRUCTION MGMT Project: COMSWIP Sewer Phase II Period: 2/24/13 - 3/23/13 Invoice: 17397	1.00	EA	2,312.5000	2,312.50

TOTAL CONTRACT AMOUNT NOT TO EXCEED 2,312.50

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.

EDDIE R. MYERS
 CITY CLERK

OR 143708



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

March 28, 2013
Project No: 1273-S004
Invoice No: 17397

Project Manager John Weeks
Project 1273-S004 Comprehensive Sewer Imp. Ph IV

Work - In - Progress

Professional Services from February 24, 2013 to March 23, 2013

Phase	CM	Construction Management
Construction Cost		509,240.00
Fee Percentage		9.00
Total Fee		45,831.60
Percent Complete	100.00	Total Earned 45,831.60
		Previous Fee Billing 45,831.60
		Current Fee Billing 0.00
		Total Fee 0.00

Professional Personnel

	Hours	Rate	Amount
CONSTRUCTION OBSERVER			
Phillips, Michael	2.50	85.00	212.50
PROJECT ENGINEER			
Weeks, John	14.00	150.00	2,100.00
Totals	16.50		2,312.50
Total Labor			2,312.50
		Total this Phase	\$2,312.50
		Total this Invoice	\$2,312.50

Outstanding Invoices

Number	Date	Balance
17360	3/4/2013	4,262.50
Total		4,262.50

Total Now Due \$6,575.00

Pd Reg #18

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

APPROVED FOR PAYMENT

DATE 4/4/13

SIGNATURE [Signature]

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

094695. 7220.51
MB 2011-4/89-110

ENTERED

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
 P U R C H A S E O R D E R
 THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
 Date 04/05/13

POINT OF CONTACT:

WAITES, SHARON (601) 5454640
 MINUTE BOOK # 2011-4/89-110
 STATE CONTRACT# sewer/water bond
 VENDOR # 00002099

VENDOR MAILING:
 SHOWS DEARMAN & WAITES INC
 301 SECOND AVE
 PO BOX 1711
 HATTIESBURG MS 39403-1711

SHIP TO :
 CITY OF HATTIESBURG
 ENGINEERING/PUBLIC SERVICES
 212 WEST FRONT STREET-CENTENNIAL BLDG
 HATTIESBURG MS 39401

PO No. 132360
 Req No. 143692

PROCESSING CODE: RIP

SEND METHOD 0 ()

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
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094695.7220.50	PROFESSIONAL SVCS Project: COMSWIP Sewer Phase II (Cedar St. Survey and Legal description) Period: 12/23/12 - 3/23/13 Invoice: 17406	1.00	EA	3,162.5000	3,162.50
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TOTAL CONTRACT AMOUNT NOT TO EXCEED 3,162.50

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.

EDDIE R. MYERS
CITY CLERK

OL 143692



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

March 28, 2013
Project No: 1235-059
Invoice No: 17406

Project Manager Kyle Wallace

Project 1235-059

Comswip Sewer Ph II
Cedar Street ROW Description

Professional Services from December 23, 2012 to March 23, 2013

Professional Personnel

	Hours	Rate	Amount	
AUTO CAD TECHNICIAN				
Sullivan, Richard	12.50	85.00	1,062.50	
FIELD CREW				
Crew, Field	12.00	150.00	1,800.00	
PROJECT ENGINEER				
Wallace, Kyle	2.00	150.00	300.00	
Totals	26.50		3,162.50	
Total Labor				3,162.50
		Total this Invoice		\$3,162.50

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

APPROVED FOR PAYMENT

DATE 9/4/13

SIGNATURE [Signature]

094695. 7220.50

MB 2011-4/89-110

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

ENTERED

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
 PURCHASE ORDER
 THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
 Date 04/05/13

PO No. 132359
 Req No. 143691

VENDOR MAILING:
 SHOWS DEARMAN & WAITS INC
 301 SECOND AVE
 PO BOX 1711
 HATTIESBURG MS 39403-1711

WAITS, SHARON
 MINUTE BOOK # 2011-4/89-110
 STATE CONTRACT# sewer/water bond
 VENDOR # 00002099

SHIP TO :
 CITY OF HATTIESBURG
 ENGINEERING/PUBLIC SERVICES
 212 WEST FRONT STREET-CENTENNIAL BLDG
 HATTIESBURG MS 39401

PROJECT LINE: COMSWIP HWY 98 ELEVATED WATER TANK

PROCESSING CODE: RIP

SEND METHOD 0 ()

Account # 094695.7245.04

Description CONSTRUCTION MGMT
 Project: COMSWIP Hwy 98 West Elevated Water Tank
 Period: 2/24/13 - 3/23/13
 Invoice: 17385

QTY 1.00

UM EA

UNIT COST 1,350.0000

TOTAL COST 1,350.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 1,350.00

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.

EDDIE R. MYERS
 CITY CLERK

OR 143691



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

March 28, 2013
Project No: 1273-W003
Invoice No: 17385

Project Manager Kyle Wallace

Project 1273-W003 Highway 98 West Elevated Tank

Professional Services from February 24, 2013 to March 23, 2013

Phase CM Hwy 98 West Elevated Tank - Construction

Professional Personnel

	Hours	Rate	Amount	
Project Engineer				
Wallace, Kyle	9.00	150.00	1,350.00	
Totals	9.00		1,350.00	
Total Labor				1,350.00
		Total this Phase		\$1,350.00
		Total this Invoice		\$1,350.00

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

APPROVED FOR PAYMENT

DATE 4/4/13

SIGNATURE [Signature]

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

094695, 7245.04
MB 2011-4/89-110

ENTERED

BILL TO:
 CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
 PURCHASE ORDER
 THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432
 POINT OF CONTACT:

WAITES, SHARON
 MINUTE BOOK # 2011-4/89-110
 STATE CONTRACT# sewer/water bond
 VENDOR # 00002099

VENDOR MAILING:
 SHOWS DEARMAN & WAITES INC
 301 SECOND AVE
 PO BOX 1711
 HATTIESBURG MS 39403-1711

SHIP TO :
 CITY OF HATTIESBURG
 ENGINEERING/PUBLIC SERVICES
 212 WEST FRONT STREET-CENTENNIAL BLDG
 HATTIESBURG MS 39401

Page
 Date

-
 -

04/05/13

PO No.

-

132358

Req No.

-

143690

PROJECT LINE: COMSWIP HWY 98 FIRE LINES

Account #

094695.7245.28

Description

CONSTRUCTION MGMT
 Project: COMSWIP Hwy 98 West Fire Lines
 Period: 2/24/13 - 3/23/13
 Invoice: 17387

QTY

1.00

UM

EA

UNIT COST

16,712.5000

TOTAL COST

16,712.50

PROCESSING CODE: RIP

SEND METHOD 0 ()

TOTAL CONTRACT AMOUNT NOT TO EXCEED

16,712.50

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.

EDDIE R. MYERS
 CITY CLERK

OR 143690



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

March 28, 2013
Project No: 1273-W001
Invoice No: 17387

Project Manager Kyle Wallace
Project 1273-W001 Hwy 98 West Fire Lines

Professional Services from February 24, 2013 to March 23, 2013

Phase CM Hwy 98 W Fire Lines - Construction Mgt

Professional Personnel

	Hours	Rate	Amount	
Construction Observer				
Tingle, William	4.00	85.00	340.00	
Construction Observer				
McLendon, Gerald	178.50	85.00	15,172.50	
Project Engineer				
Wallace, Kyle	8.00	150.00	1,200.00	
Totals	190.50		16,712.50	
Total Labor				16,712.50
		Total this Phase		\$16,712.50
		Total this Invoice		\$16,712.50

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

APPROVED FOR PAYMENT

DATE 4/4/13

SIGNATURE [Signature]

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

094695.7245.28
MB 2011-4/89-110

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

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of March 29, 2012 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title: Director of Administration/City Clerk
(Authorized City Representative)

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. 20 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated March 29, 2012. After discussion of the subject, Council Member Carroll 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. 20 FROM THE PROJECT FUND CONSTRUCTION
ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN
AGREEMENT, DATED AS OF MARCH 29, 2012, BY AND BETWEEN THE
MISSISSIPPI DEVELOPMENT BANK AND THE CITY.**

Whereas, on March 29, 2012 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$12,500,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of March 29, 2012, 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. 20 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$286,433.23 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. 20 from the Project Fund Construction Account under the Loan in the total aggregate amount of Two hundred eighty-six thousand four hundred thirty-three & 23/100 dollars (\$286,433.23) for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. 20 in the total aggregate amount of Two hundred eighty-six thousand four hundred thirty-three & 23/100 dollars (\$286,433.23) 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 Carroll, seconded by Council Member Naylor, and was adopted by the following roll call vote, to wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

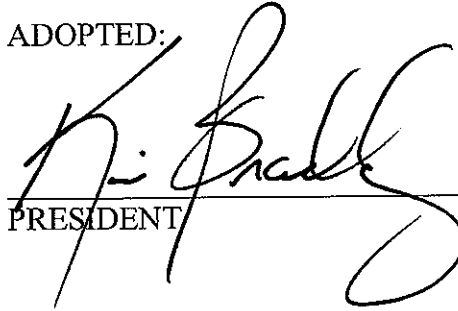
The President thereby declared the motion carried and the resolution adopted, this the 16th day of April, 2013.

(SEAL)

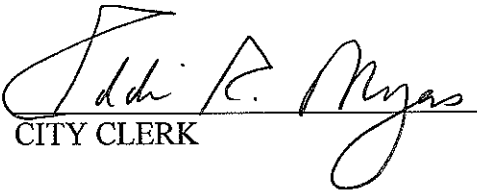
ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of April, 2013.


CITY CLERK


MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$12,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Bonds") secured by \$12,500,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Note").

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

REQUISITION NO.: 20

DATE OF REQUISITION: 4/16/2013

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1.	Greenbriar DSLP 1941 Hwy 550 NW Brookhaven, MS 39601	094695.7245.03	\$ 90,630.00	Pay App No. 5	Construction of Hwy 98 West Booster Station for period 3/1/13-3/31/13 MB 2012-1/156
2.	Hensley R. Lee Contracting Inc. 311 Acorn St Picayune, MS 39466	094695.7220.50	\$ 150,758.23	Pay App No. 2	Construction on COMSWIP Sewer Phase II for period 2/26/13 - 3/25/13. MB 2012-1/422
3.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.03	\$ 575.00	17386	Construction management for COMSWIP Hwy 98 West Booster Station for period 2/24/13-3/23/13. MB 2011-4/89-110
4.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.01	\$ 427.50	17388	Construction management for COMSWIP Sewer Phase III for period 2/24/13-3/23/13. MB 2011-4/89-110
5.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.50	\$ 20,505.00	17389	Construction management for COMSWIP Sewer Phase II for period 2/24/13-3/23/13. MB 2011-4/89-110
6.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.51	\$ 2,312.50	17397	Construction management for COMSWIP Sewer Phase IV for period 2/24/13-3/23/13. MB 2011-4/89-110

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
7.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.50	\$ 3,162.50	17406	Survey of right of way for COMSWIP Sewer Phase II project. 12/23/12 - 3/23/13 MB 2011-4/89-110
8.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.04	\$ 1,350.00	17385	Construction management for COMSWIP Hwy 98 West Elevated Water Tank for period 2/24/13-3/23/13. MB 2011-4/89-110
9.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.28	\$ 16,712.50	17387	Construction management for COMSWIP Hwy 98 West Fire Lines for period 2/24/13-3/24/13. MB 2011-4/89-110

\$ 286,433.23

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 04/08/13

HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

VENDOR MAILING:
GREENBRIAR DIGGING SERVICE LP
1941 HIGHWAY 550 NW
BROOKHAVEN MS 39601-9615

WAITS, SHARON
 MINUTE BOOK # 2012-1/156
 STATE CONTRACT# sewer/water bond
 VENDOR # 00075114
 (601) 5454640

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PO No.	-	132399
Req No.	-	143742

PROCESSING CODE: RIP

PROJECT LINE: COMSWIP HWY 98 BOOSTER STATION

SEND METHOD 0 ()

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7245.03	CONSTRUCTION	1.00	EA	90,630.0000	90,630.00

CONSTRUCTION
Project: COMSWIP Hwy 98 West Booster Station
Period: 3/2/13 - 3/31/13
Invoice: Pay App No. 5

TOTAL CONTRACT AMOUNT NOT TO EXCEED

90,630.00

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.

EDDIE R. MYERS
CITY CLERK

OR 143742



Engineering Progress

April 4, 2013

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

Attn: Bert Kuyrkendall, P.E.

Re: Highway 98 West Booster Station
City of Hattiesburg *Green briar*

Dear Bert:

Enclosed please find Pay Estimate No. 5 in the amount of \$90,630.00 for the above referenced project.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kyle D. Wallace'.

Kyle D. Wallace, P.E.
Project Engineer

/lp

Enclosure

Cc: Tony McLendon

094695.7245.03

MB 2012-1/156

ENTERED

APPROVED FOR PAYMENT

DATE 4/8/13

SIGNATURE A handwritten signature in black ink, appearing to read 'Tony McLendon'.

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

CONTRACTOR: GREENBRIAR DSLP
1941 HWY 550 NW
BROOKHAVEN, MS 39601

ORIGINAL CONTRACT: \$390,080.00
CHANGE ORDERS: 0.00
REVISED CONTRACT: \$390,080.00

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

ORIGINAL COMPLETION: May 24, 2013

PROJECT: BOOSTER STATION ALONG U.S. HIGHWAY 98

ESTIMATE #: FIVE

DATE: MARCH 2, 2013 to MARCH 31, 2013

	<u>THIS PERIOD AMOUNT</u>	<u>TOTAL TO DATE AMOUNT</u>
BASE BID TOTALS:	95,400.00	357,355.00
STORED MATERIAL:	0.00	0.00
TOTALS EARNED:	95,400.00	357,355.00
AMOUNT RETAINED <u>5</u> %:	4,770.00	17,867.75
PREVIOUS PAYMENT REQUESTS:	0.00	248,857.25
AMOUNT DUE:	90,630.00	90,630.00 <i>gn</i>

CONTRACTOR Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment number 1 through 4 Inclusive; and (2) title to all 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, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated April 1, 2013

GREENBRIAR DSLP
CONTRACTOR

By: *Jessie Neal*

Jessie Neal, Managing Partner

ENGINEER Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated April 4, 2013

SHOWS, DEARMAN & WAITS, INC.
ENGINEER

By: *[Signature]*

OWNER APPROVAL:

BY: *[Signature]*

CITY OF HATTIESBURG, MS

DATE: 4-16-13

ESTIMATE NUMBER: FIVE
 NAME OF CONTRACTOR: GREENBRIAR DSLP, 1941 HWY 550 NW, BROOKHAVEN, MS 39601
 NAME OF OWNER: CITY OF HATTIESBURG, P. O. BOX 1898, HATTIESBURG, MS 39403-1898
 CONTRACT AMOUNT: ORIGINAL \$ 390,080.00
 COMPLETION DATE: ORIGINAL May 24, 2013
 DATES OF ESTIMATE: MARCH 2, 2013 to MARCH 31, 2013
 PROJECT DESCRIPTION: BOOSTER STATION ALONG U.S. HIGHWAY 98

ITEM	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	TOTAL PRICE	THIS PERIOD		TOTAL TO DATE	
						QUANTITY	AMOUNT	QUANTITY	AMOUNT
1.	Ductile Iron Water Line, Class 350	LF	60	115.00	6,900.00		-	40	4,600.00
2.	Fence with Gates	LF	161	50.00	8,050.00		-		-
3.	Site Work	LS	1	16,000.00	16,000.00		-	0.50	8,000.00
4.	Erosion Control	LS	1	6,500.00	6,500.00		-	0.85	5,525.00
5.	Block Building with Appurtenances	LS	1	105,630.00	105,630.00		-	1	105,630.00
6.	Suction Pumps	EA	2	22,000.00	44,000.00		-	2	44,000.00
7.	Controls	LS	1	106,000.00	106,000.00	0.90	95,400.00	0.90	95,400.00
8.	Piping	LS	1	30,000.00	30,000.00		-	1	30,000.00
9.	Generator	LS	1	56,000.00	56,000.00		-	0.95	53,200.00
10.	Chlorinator	LS	1	11,000.00	11,000.00		-	1	11,000.00
TOTALS					\$ 390,080.00		\$ 95,400.00		\$ 357,355.00

EDDIE R. MYERS
CITY CLERK

OR 143688



Engineering Progress
March 28, 2013

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-898

Attn: Bert Kuyrkendall

Re: Sewer Phase 2 - ComSWIP Hensley R. Lee Contracting

Dear Bert,

Enclosed please find Pay Estimate No. 2 in the amount of \$150,758.23 for the above referenced project.

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/lp

enclosure

cc: Steve Tingle, Hensley R. Lee Contracting

094695.7220.50
MB 2012-1/422

ENTERED

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

Date: 3/26/2013

Project: Comprehensive Sewer Improvements Phase II

City of Hattiesburg

Contractor: Hensley R. Lee Contracting Inc.

311 Acorn St. Picayune, MS 39466

Pay Estimate No.: Two (2)

Pay Period: Feb. 26, 2013 - Mar 25, 2013

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		On Cont. Price Est.	Allowed This Period	Allowed To Date			
CONTRACT TOTAL:							\$1,485,051.50

	SITE 2 - CORRINE STREET						\$334,348.00
1	8" SDR 26 PVC Sewer Pipe (6'-8')	614			LF	\$ 26.00	\$ -
2	8" SDR 26 PVC Sewer Pipe (8'-10')	12			LF	\$ 28.00	\$ -
3	10" SDR 26 PVC Sewer Pipe (6'-8')	80			LF	\$ 28.00	\$ -
4	10" SDR 26 PVC Sewer Pipe (8'-10')	308			LF	\$ 31.00	\$ -
5	10" SDR 26 PVC Sewer Pipe (10'-12')	298			LF	\$ 35.00	\$ -
6	10" SDR 26 PVC Sewer Pipe (12'-14')	259			LF	\$ 41.00	\$ -
7	12" SDR 26 PVC Sewer Pipe (0'-6')	474			LF	\$ 28.00	\$ -
8	12" SDR 26 PVC Sewer Pipe (6'-8')	90			LF	\$ 32.00	\$ -
9	10" DR 11 HDPE Sewer Pipe (Directional Bore)(All Depths)	521			LF	\$ 150.00	\$ -
10	48" Precast Concrete Sewer Manhole (0'-6')	1			EA	\$ 1,700.00	\$ -
11	48" Precast Concrete Sewer Manhole (6'-8')	4			EA	\$ 1,900.00	\$ -
12	48" Precast Concrete Sewer Manhole (8'-10')	2			EA	\$ 2,200.00	\$ -
13	48" Precast Concrete Sewer Manhole (10'-12')	1			EA	\$ 2,700.00	\$ -
14	48" Precast Concrete Sewer Manhole (12'-14')	2			EA	\$ 3,000.00	\$ -
15	60" Precast Concrete Sewer Manhole (0'-6')	1			EA	\$ 3,200.00	\$ -
16	Drop Manhole Assembly (All Depths)	6			EA	\$ 800.00	\$ -
17	Demolition and Removal of Existing Manhole	10			EA	\$ 500.00	\$ -
18	Demolition and Removal of Existing Grinder Station	1			LS	\$ 1,000.00	\$ -
19	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	805			LF	\$ 12.00	\$ -
20	8"x8"x6" PVC Tee	5			EA	\$ 175.00	\$ -
21	10"x10"x6" PVC Tee	9			EA	\$ 230.00	\$ -
22	12"x12"x6" PVC Tee	3			EA	\$ 275.00	\$ -
23	6" PVC Cleanout	12			EA	\$ 310.00	\$ -
24	Crushed Aggregate (Size 825)	735			Ton	\$ 35.00	\$ -
25	Select Fill Material (Class 9, Group C), LVM	2,251			CY	\$ 12.00	\$ -
26	Concrete Pavement Repair (All Depths)	10			SY	\$ 30.00	\$ -
27	Asphalt Pavement Repair (All Depths)	1,670			SY	\$ 22.00	\$ -
28	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	328			LF	\$ 8.00	\$ -
29	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	32			LF	\$ 32.00	\$ -
30	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	96			LF	\$ 34.00	\$ -
31	24" Reinforced Concrete Pipe, Class III, Rubber Gaskets	160			LF	\$ 42.00	\$ -
32	30" Reinforced Concrete Pipe, Class III, Rubber Gaskets	40			LF	\$ 55.00	\$ -
33	Class "B" Concrete, Minor Structures	7			CY	\$ 250.00	\$ -
34	Grassing	1			LS	\$ 2,500.00	\$ -
35	Erosion Control	1			LS	\$ 2,500.00	\$ -
36	Mobilization	1			LS	\$ 15,000.00	\$ -
37	Maintenance of Traffic	1			LS	\$ 10,000.00	\$ -
						subtotal	\$ -

	SITE 3 - COUNTY ROAD						\$217,315.00
38	8" SDR 26 PVC Sewer Pipe (0'-6')	70			LF	\$ 23.00	\$ -
39	8" SDR 26 PVC Sewer Pipe (6'-8')	577			LF	\$ 24.00	\$ -
40	8" SDR 26 PVC Sewer Pipe (8'-10')	281			LF	\$ 26.00	\$ -
41	8" SDR 26 PVC Sewer Pipe (10'-12')	345			LF	\$ 30.00	\$ -
42	8" SDR 26 PVC Sewer Pipe (12'-14')	365			LF	\$ 36.00	\$ -
43	8" SDR 26 PVC Sewer Pipe (14'-16')	161			LF	\$ 43.00	\$ -
44	48" Precast Concrete Sewer Manhole (0'-6')	1			EA	\$ 1,500.00	\$ -
45	48" Precast Concrete Sewer Manhole (6'-8')	2			EA	\$ 1,800.00	\$ -
46	48" Precast Concrete Sewer Manhole (8'-10')	1			EA	\$ 2,100.00	\$ -
47	48" Precast Concrete Sewer Manhole (10'-12')	1			EA	\$ 2,500.00	\$ -
48	48" Precast Concrete Sewer Manhole (14'-16')	1			EA	\$ 2,800.00	\$ -
49	Drop Manhole Assembly (All Depths)	2			EA	\$ 800.00	\$ -
50	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	610			LF	\$ 11.00	\$ -
51	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	456			LF	\$ 12.00	\$ -
52	8"x8"x6" PVC Tee	22			EA	\$ 175.00	\$ -
53	6" PVC Cleanout	22			EA	\$ 310.00	\$ -
54	Crushed Aggregate (Size 825)	802			Ton	\$ 35.00	\$ -
55	Select Fill Material (Class 9, Group C), LVM	2,457			CY	\$ 12.00	\$ -
56	Concrete Pavement Repair (All Depths)	0			SY	\$ 30.00	\$ -
57	Asphalt Pavement Repair (All Depths)	1,820			SY	\$ 22.00	\$ -
58	Demolition and Removal of Concrete Headwall	1			EA	\$ 750.00	\$ -
59	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	92			LF	\$ 8.00	\$ -
60	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	68			LF	\$ 32.00	\$ -
61	18"x11" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	24			LF	\$ 20.00	\$ -
62	Class III	1			EA	\$ 200.00	\$ -
63	Class "B" Concrete, Minor Structures	1			CY	\$ 250.00	\$ -
64	Grassing	1			LS	\$ 2,500.00	\$ -
65	Temporary Erosion Control	1			LS	\$ 2,500.00	\$ -
66	Mobilization	1			LS	\$ 15,000.00	\$ -
67	Maintenance of Traffic	1			LS	\$ 5,000.00	\$ -
						subtotal	\$ -

	SITE 4 - WEATHERSBY ROAD						\$154,249.00
68	6" PVC Sewer Pipe Force Main (All Depths)	10			LF	\$ 8.00	\$ -
69	8" SDR 26 PVC Sewer Pipe (0'-6')	40			LF	\$ 23.00	\$ -
70	8" SDR 26 PVC Sewer Pipe (6'-8')	40			LF	\$ 24.00	\$ -
71	8" SDR 26 PVC Sewer Pipe (8'-10')	90			LF	\$ 26.00	\$ -
72	8" SDR 26 PVC Sewer Pipe (10'-12')	130			LF	\$ 30.00	\$ -
73	8" SDR 26 PVC Sewer Pipe (12'-14')	280			LF	\$ 36.00	\$ -
74	8" SDR 26 PVC Sewer Pipe (14'-16')	220			LF	\$ 43.00	\$ -
75	15" SDR 26 PVC Sewer Pipe (0'-6')	60			LF	\$ 23.00	\$ -
76	15" SDR 26 PVC Sewer Pipe (6'-8')	0			LF	\$ 37.00	\$ -
77	15" SDR 26 PVC Sewer Pipe (8'-10')	5			LF	\$ 38.00	\$ -
78	15" SDR 26 PVC Sewer Pipe (10'-12')	21			LF	\$ 42.00	\$ -
79	15" SDR 26 PVC Sewer Pipe (12'-14')	120			LF	\$ 48.00	\$ -
80	15" SDR 26 PVC Sewer Pipe (14'-16')	110			LF	\$ 55.00	\$ -
81	8" Ductile Iron Sewer Pipe (0'-6')	161			LF	\$ 55.00	\$ -
82	24" Steel Casing (0.25" WT) (Bored)	60			LF	\$ 190.00	\$ -
83	Abandonment of Existing Sewer Line	250			LF	\$ 4.00	\$ -
84	48" Precast Concrete Sewer Manhole (0'-6')	1			EA	\$ 1,500.00	\$ -
85	48" Precast Concrete Sewer Manhole (6'-8')	1			EA	\$ 1,800.00	\$ -
86	48" Precast Concrete Sewer Manhole (8'-10')	0			EA	\$ 2,100.00	\$ -
87	48" Precast Concrete Sewer Manhole (10'-12')	1			EA	\$ 2,500.00	\$ -
88	48" Precast Concrete Sewer Manhole (12'-14')	1			EA	\$ 2,800.00	\$ -
89	60" Precast Concrete Sewer Manhole (12'-14')	1			EA	\$ 6,000.00	\$ -
90	60" Precast Concrete Sewer Manhole (14'-16')	1			EA	\$ 7,200.00	\$ -
91	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	92			LF	\$ 12.00	\$ -
92	8"x8"x6" PVC Tee	3			EA	\$ 175.00	\$ -
93	6" PVC Cleanout	4			EA	\$ 310.00	\$ -
94	Crushed Aggregate (Size 825)	185			Ton	\$ 35.00	\$ -
95	Select Fill Material (Class 9, Group C), LVM	565			CU	\$ 12.00	\$ -
96	Concrete Pavement Repair (All Depths)	268			SY	\$ 30.00	\$ -
97	Asphalt Pavement Repair (All Depths)	148			SY	\$ 22.00	\$ -
98	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	8			LF	\$ 34.00	\$ -
99	Class "B" Concrete, Minor Structures	2			CY	\$ 250.00	\$ -
100	Modular Block Retaining Wall	240			SF	\$ 25.00	\$ -
101	Grassing	1			LS	\$ 2,500.00	\$ -
102	Temporary Erosion Control	1			LS	\$ 2,500.00	\$ -
103	Mobilization	1			LS	\$ 15,000.00	\$ -
104	Maintenance of Traffic	1			LS	\$ 15,000.00	\$ -
						subtotal	\$ -

	SITE 6 - COUNTRY CLUB ROAD						\$625,957.50
105	6" SDR 26 PVC Sewer Pipe (6'-8')	11	11.00	11.00	LF	\$ 15.00	\$ 165.00
106	8" SDR 26 PVC Sewer Pipe (0'-6')	934	18.00	680.50	LF	\$ 23.00	\$ 15,651.50
107	8" SDR 26 PVC Sewer Pipe (6'-8')	1,674	153.00	816.00	LF	\$ 24.00	\$ 19,584.00
108	8" SDR 26 PVC Sewer Pipe (8'-10')	721	317.00	317.00	LF	\$ 26.00	\$ 8,242.00
109	8" SDR 26 PVC Sewer Pipe (10'-12')	1,566	1085.00	1085.00	LF	\$ 30.00	\$ 32,550.00
110	10" SDR 26 PVC Sewer Pipe (8'-10')	131	130.00	130.00	LF	\$ 29.50	\$ 3,835.00
111	10" SDR 26 PVC Sewer Pipe (10'-12')	854	846.00	846.00	LF	\$ 33.00	\$ 27,918.00
112	Abandonment of Existing Sewer Line	4,594			LF	\$ 4.00	\$ -
113	48" Precast Concrete Sewer Manhole (0'-6')	9	1.00	5.00	EA	\$ 1,500.00	\$ 7,500.00
114	48" Precast Concrete Sewer Manhole (6'-8')	5	1.00	4.00	EA	\$ 1,800.00	\$ 7,200.00
115	48" Precast Concrete Sewer Manhole (8'-10')	2	1.00	1.00	EA	\$ 2,100.00	\$ 2,100.00
116	48" Precast Concrete Sewer Manhole (10'-12')	6	5.00	5.00	EA	\$ 2,500.00	\$ 12,500.00
117	72" Precast Concrete Sewer Manhole (18'-20')	1	1.00	1.00	EA	\$ 20,000.00	\$ 20,000.00
118	Drop Manhole Assembly (All Depths)	5			EA	\$ 800.00	\$ -
119	Demolition and Removal of Existing Manhole	5			EA	\$ 500.00	\$ -
120	Abandonment of Existing Manhole	13			EA	\$ 750.00	\$ -
121	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	100		96.00	LF	\$ 11.00	\$ 1,056.00
122	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	1,872	666.00	974.00	LF	\$ 12.00	\$ 11,688.00
123	8"x8"x6" PVC Tee	59	18.00	33.00	EA	\$ 175.00	\$ 5,775.00
124	10"x10"x6" PVC Tee	10	11.00	11.00	EA	\$ 230.00	\$ 2,530.00
125	6" PVC Cleanout	58	25.00	38.00	EA	\$ 310.00	\$ 11,780.00
126	Crushed Aggregate (Size 825)	2,021	1144.69	1758.20	Ton	\$ 35.00	\$ 61,537.00
127	Select Fill Material (Class 9, Group C), LVM	6,192	1830.42	2458.42	CU	\$ 12.00	\$ 29,501.04
128	Concrete Pavement Repair (All Depths)	23			SY	\$ 30.00	\$ -
129	Asphalt Pavement Repair (All Depths)	6,170			SY	\$ 22.00	\$ -
130	Concrete Curb & Gutter (Match Existing Type)	35			LF	\$ 25.00	\$ -
131	Demolition and Removal of Concrete Headwall	1			EA	\$ 750.00	\$ -
132	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	146			LF	\$ 8.00	\$ -
133	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	80			LF	\$ 32.00	\$ -
134	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	30			LF	\$ 34.00	\$ -
135	22"x13" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	36			LF	\$ 40.00	\$ -
136	22"x13" Reinforced Concrete Arch Pipe, Flared End Section, Class III	1			EA	\$ 950.00	\$ -
137	Class "B" Concrete, Minor Structures	2			CY	\$ 250.00	\$ -
138	Concrete Paved Ditch (4" Depth)	3			SY	\$ 45.00	\$ -
139	Grassing	1			LS	\$ 2,500.00	\$ -
140	Erosion Control	1			LS	\$ 2,500.00	\$ -
141	Mobilization	1	0%	50%	LS	\$ 15,000.00	\$ 7,500.00
142	Maintenance of Traffic	1	20%	20%	LS	\$ 5,000.00	\$ 1,000.00
						subtotal	\$ 289,612.54

	SITE 7 - US HIGHWAY 49 SOUTH						\$153,182.00
143	10" SDR 26 PVC Sewer Pipe (0'-6')	130			LF	\$24.00	\$ -
144	10" SDR 26 PVC Sewer Pipe (6'-8')	610			LF	\$26.00	\$ -
145	10" SDR 26 PVC Sewer Pipe (8'-10')	535			LF	\$29.00	\$ -
146	10" SDR 26 PVC Sewer Pipe (10'-12')	155			LF	\$33.00	\$ -
147	10" SDR 26 PVC Sewer Pipe (12'-14')	70			LF	\$39.00	\$ -
148	10" SDR 26 PVC Sewer Pipe (14'-16')	80			LF	\$46.00	\$ -
149	10" SDR 26 PVC Sewer Pipe (16'-18')	130			LF	\$53.00	\$ -
150	10" SDR 26 PVC Sewer Pipe (18'-20')	275			LF	\$63.00	\$ -
151	10" SDR 26 PVC Sewer Pipe (20'-22')	30			LF	\$78.00	\$ -
152	8" Ductile Iron Sewer Pipe (0'-6')	340			LF	\$55.00	\$ -
153	8" Ductile Iron Sewer Pipe (6'-8')	60			LF	\$58.00	\$ -
154	48" Precast Concrete Sewer Manhole (6'-8')	3			EA	\$1,800.00	\$ -
155	48" Precast Concrete Sewer Manhole (8'-10')	2			EA	\$2,100.00	\$ -
156	48" Precast Concrete Sewer Manhole (12'-14')	2			EA	\$2,500.00	\$ -
157	48" Precast Concrete Sewer Manhole (18'-20')	1			EA	\$3,000.00	\$ -
158	Crushed Aggregate (Size 825)	16			Ton	\$35.00	\$ -
159	Select Fill Material (Class 9, Group C), LVM	50			CU	\$12.00	\$ -
160	Asphalt Pavement Repair (All Depths)	36			SY	\$22.00	\$ -
161	Grouted Riprap (Size 200) w/ Geotextile Fabric	55			Ton	\$125.00	\$ -
162	Grassing	1			LS	\$5,000.00	\$ -
163	Erosion Control	1			LS	\$5,000.00	\$ -
164	Mobilization	1			LS	\$15,000.00	\$ -
165	Maintenance of Traffic	1			LS	\$7,000.00	\$ -
						subtotal	\$ -

Percent Complete: 20%
Time Elapsed to date: 28%

Total Earned - Regular Work	\$ 289,612.54
Less 10% Retainage	\$ 28,961.25
Stored Materials	\$ 54,530.98
Total Due - Regular Work	\$ 315,182.27
Less Previous Payments	\$ 164,424.04
Net Amount Due This Estimate	\$ 150,758.23
Less Deductions	\$ -
Net Payment Due	\$ 150,758.23

CERTIFIED CORRECT:
Shows, Dearman & Waits, Inc.


Project Engineer

APPROVED:


OWNER

SANITARY SEWER SCHEDULE

START DATE	January 29, 2013
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COMPLETION DATE August 17, 2013

[illegible]

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432
POINT OF CONTACT:

Page
Date
PO No.
Req No.

1
04/05/13
-
-
132364
143710

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON
MINUTE BOOK # 2011-4/89-110
STATE CONTRACT# sewer/water bond
VENDOR # 00002099

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROJECT LINE: COMSWIP HWY 98 BOOSTER STATION

PROCESSING CODE: RIP

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
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094695.7245.03	CONSTRUCTION MGMT Project: COMSWIP Hwy 98 West Booster Station Period: 2/24/13 - 3/23/13 Invoice: 17386	1.00	EA	575.0000	575.00
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TOTAL CONTRACT AMOUNT NOT TO EXCEED 575.00

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.

EDDIE R. MYERS
CITY CLERK

OR 143710



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

March 28, 2013
Project No: 1273-W002
Invoice No: 17386

Project Manager Kyle Wallace
Project 1273-W002 Hwy 98 West Booster Station

Professional Services from February 24, 2013 to March 23, 2013

Phase CM Hwy 98 W Booster Sta - Construction Mgmt

Professional Personnel

	Hours	Rate	Amount	
Construction Observer				
McLendon, Gerald	5.00	85.00	425.00	
Project Engineer				
Wallace, Kyle	1.00	150.00	150.00	
Totals	6.00		575.00	
Total Labor				575.00
Total this Phase				\$575.00
Total this Invoice				\$575.00

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

APPROVED FOR PAYMENT

DATE 4/4/13

SIGNATURE

094695.7245.03
MB 2011-4/89-110

ENTERED

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
 PURCHASE ORDER
 THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

VENDOR MAILING:
 SHOWS DEARMAN & WAITS INC
 301 SECOND AVE
 PO BOX 1711
 HATTIESBURG MS 39403-1711

WAITS, SHARON
 MINUTE BOOK # 2011-4/89-110
 STATE CONTRACT# sewer/water bond
 VENDOR # 00002099

SHIP TO :
 CITY OF HATTIESBURG
 ENGINEERING/PUBLIC SERVICES
 212 WEST FRONT STREET-CENTENNIAL BLDG
 HATTIESBURG MS 39401

PROCESSING CODE: RIP
 SEND METHOD 0 ()

PROJECT LINE: COMSWIP SEWER PHASE III

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7220.01	CONSTRUCTION MGMT Project: COMSWIP Sewer Phase III Period: 2/24/13 - 3/23/13 Invoice: 17388	1.00	EA	427.5000	427.50

TOTAL CONTRACT AMOUNT NOT TO EXCEED 427.50

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.

EDDIE R. MYERS
 CITY CLERK

OR 143709



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

March 28, 2013
Project No: 1273-S003
Invoice No: 17388

Project Manager Kyle Wallace
Project 1273-S003 Comprehensive Sewer Improvements Ph III
Professional Services from February 24, 2013 to March 23, 2013

Phase	CM	Construction Management		
Construction Cost		1,632,964.92		
Fee Percentage		9.00		
Total Fee		146,966.84		
Percent Complete	100.00	Total Earned	146,966.84	
		Previous Fee Billing	146,966.84	
		Current Fee Billing	0.00	
		Total Fee		0.00

Professional Personnel

	Hours	Rate	Amount	
AUTO CAD TECHNICIAN				
Sullivan, Richard	1.50	85.00	127.50	
PROJECT ENGINEER				
Wallace, Kyle	2.00	150.00	300.00	
Totals	3.50		427.50	
Total Labor				427.50
		Total this Phase		\$427.50
		Total this Invoice		\$427.50

Outstanding Invoices

Number	Date	Balance	
17344	3/4/2013	1,175.00	
Total		1,175.00	
	Total Now Due		\$1,602.50

Pd Reg #18

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

APPROVED FOR PAYMENT
DATE 4/4/13
SIGNATURE [Signature]

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

094695.7220.01
MB 2011-4/89-110

ENTERED

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
 PURCHASE ORDER
 THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
 Date 04/05/13

PO No. 132357
 Req No. 143689

VENDOR MAILING:
 SHOWS DEARMAN & WAITS INC
 301 SECOND AVE
 PO BOX 1711
 HATTIESBURG MS 39403-1711

WAITS, SHARON
 MINUTE BOOK # 2011-4/89-110
 STATE CONTRACT# sewer/water bond
 VENDOR # 00002099

SHIP TO :
 CITY OF HATTIESBURG
 ENGINEERING/PUBLIC SERVICES
 212 WEST FRONT STREET-CENTENNIAL BLDG
 HATTIESBURG MS 39401

PROJECT LINE: COMSWIP SEWER PHASE II

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7220.50	CONSTRUCTION MGMT Project: COMSWIP Sewer Phase II Period: 2/24/13 - 3/23/13 Invoice: 17389	1.00	EA	20,505.0000	20,505.00

PROCESSING CODE: RIP
 SEND METHOD 0 ()

TOTAL CONTRACT AMOUNT NOT TO EXCEED 20,505.00

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.

EDDIE R. MYERS
 CITY CLERK

OR 143689



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

March 28, 2013
Project No: 1273-S002
Invoice No: 17389

Project Manager Kyle Wallace
Project 1273-S002 Comprehensive Sewer Improvements - Ph II

Professional Services from February 24, 2013 to March 23, 2013

Phase	CM	Construction Management				
Construction Cost		1,692,234.28				
Fee Percentage		9.00				
Total Fee		152,301.09				
Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Phase Services	100.00	152,301.09	100.00	152,301.09	152,301.09	0.00
		Totals		152,301.09	152,301.09	0.00
		Total Fee				0.00

Professional Personnel

	Hours	Rate	Amount
AUTO CAD TECHNICIAN			
Sullivan, Richard	1.50	85.00	127.50
Temple, Patricia	.50	85.00	42.50
CONSTRUCTION OBSERVER			
McLendon, Gerald	8.00	85.00	680.00
Tingle, William	218.00	85.00	18,530.00
FIELD CREW			
Crew, Field	1.50	150.00	225.00
PROJECT ENGINEER			
Wallace, Kyle	6.00	150.00	900.00
Totals	235.50		20,505.00
Total Labor			20,505.00

Total this Phase **\$20,505.00**
Total this Invoice **\$20,505.00**

Outstanding Invoices

Number	Date	Balance
17343	3/4/2013	18,590.00
Total		18,590.00

Paid on Reg. # 18

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

094695.7220.50

MB 2011-4/89-110

ENTERED

APPROVED FOR PAYMENT

DATE *4/9/13*

SIGNATURE *[Signature]*

Project	1273-S002	Comprehensive Sewer Improvements - Ph II	Invoice	17389
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Total Now Due \$39,095.00

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

POINT OF CONTACT:

PO No. 132362
Req No. 143708

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITES, SHARON
MINUTE BOOK # 2011-4/89-110
STATE CONTRACT# sewer/water bond
VENDOR # 00002099

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROJECT LINE: COMSWIP SEWER PHASE IV

PROCESSING CODE: RIP

SEND METHOD 0 ()

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7220.51	CONSTRUCTION MGMT Project: COMSWIP Sewer Phase II Period: 2/24/13 - 3/23/13 Invoice: 17397	1.00	EA	2,312.5000	2,312.50

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

TOTAL CONTRACT AMOUNT NOT TO EXCEED

2,312.50

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

EDDIE R. MYERS
CITY CLERK

OK 143708



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

March 28, 2013
Project No: 1273-S004
Invoice No: 17397

Project Manager John Weeks
Project 1273-S004 Comprehensive Sewer Imp. Ph IV

Work - In - Progress

Professional Services from February 24, 2013 to March 23, 2013

Phase	CM	Construction Management
Construction Cost		509,240.00
Fee Percentage		9.00
Total Fee		45,831.60
Percent Complete	100.00	Total Earned 45,831.60
		Previous Fee Billing 45,831.60
		Current Fee Billing 0.00
		Total Fee 0.00

Professional Personnel

	Hours	Rate	Amount
CONSTRUCTION OBSERVER			
Phillips, Michael	2.50	85.00	212.50
PROJECT ENGINEER			
Weeks, John	14.00	150.00	2,100.00
Totals	16.50		2,312.50
Total Labor			2,312.50

Total this Phase \$2,312.50

Total this Invoice **\$2,312.50**

Outstanding Invoices

Number	Date	Balance
17360	3/4/2013	4,262.50
Total		4,262.50

Total Now Due \$6,575.00

Pd Reg #18

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

APPROVED FOR PAYMENT

DATE 4/4/13

SIGNATURE [Signature]

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

094695. 7220.51
MB 2011-4/89-110

ENTERED

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
 PURCHASE ORDER
 THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

VENDOR MAILING:
 SHOWS DEARMAN & WAITS INC
 301 SECOND AVE
 PO BOX 1711
 HATTIESBURG MS 39403-1711

WAITES, SHARON
 MINUTE BOOK # 2011-4/89-110
 STATE CONTRACT# sewer/water bond
 VENDOR # 00002099

SHIP TO :
 CITY OF HATTIESBURG
 ENGINEERING/PUBLIC SERVICES
 212 WEST FRONT STREET-CENTENNIAL BLDG
 HATTIESBURG MS 39401

PROCESSING CODE: RIP
 SEND METHOD 0 ()

PROJECT LINE: COMSWIP SEWER PHASE II CEDAR STREET SURVEY

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7220.50	PROFESSIONAL SVCS Project: COMSWIP Sewer Phase II (Cedar St. Survey and Legal description) Period: 12/23/12 - 3/23/13 Invoice: 17406	1.00	EA	3,162.5000	3,162.50

TOTAL CONTRACT AMOUNT NOT TO EXCEED 3,162.50

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.

EDDIE R. MYERS
 CITY CLERK

OK 143692



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

March 28, 2013
Project No: 1235-059
Invoice No: 17406

Project Manager Kyle Wallace

Project 1235-059

Cedar Street ROW Description

Comswip Sewer Ph II

Professional Services from December 23, 2012 to March 23, 2013

Professional Personnel

	Hours	Rate	Amount	
AUTO CAD TECHNICIAN				
Sullivan, Richard	12.50	85.00	1,062.50	
FIELD CREW				
Crew, Field	12.00	150.00	1,800.00	
PROJECT ENGINEER				
Wallace, Kyle	2.00	150.00	300.00	
Totals	26.50		3,162.50	
Total Labor				3,162.50
		Total this Invoice		\$3,162.50

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

094695. 1220.50

MB 2011-4/89-110

APPROVED FOR PAYMENT

DATE 9/4/13

SIGNATURE [Signature]

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

ENTERED

BILL TO: CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 04/05/13

POINT OF CONTACT:
WAITS, SHARON (601) 5454640
MINUTE BOOK # 2011-4/89-110
STATE CONTRACT# sewer/water bond
VENDOR # 00002099

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PO No. 132359
Req No. 143691

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

PROCESSING CODE: RIP

SEND METHOD 0 ()

PROJECT LINE: COMSWIP HWY 98 ELEVATED WATER TANK

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
094695.7245.04	CONSTRUCTION MGMT Project: COMSWIP Hwy 98 West Elevated Water Tank Period: 2/24/13 - 3/23/13 Invoice: 17385	1.00	EA	1,350.0000	1,350.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 1,350.00

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.

EDDIE R. MYERS
CITY CLERK

OR 143691



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

March 28, 2013
Project No: 1273-W003
Invoice No: 17385

Project Manager Kyle Wallace
Project 1273-W003 Highway 98 West Elevated Tank
Professional Services from February 24, 2013 to March 23, 2013

Phase CM Hwy 98 West Elevated Tank - Construction
Professional Personnel

	Hours	Rate	Amount	
Project Engineer				
Wallace, Kyle	9.00	150.00	1,350.00	
Totals	9.00		1,350.00	1,350.00
Total Labor				
		Total this Phase		\$1,350.00
		Total this Invoice		\$1,350.00

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

APPROVED FOR PAYMENT

DATE 4/4/13

SIGNATURE [Signature]

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

094695.7245.04
MB 2011-4/89-110

ENTERED

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON
 MINUTE BOOK # 2011-4/89-110
 STATE CONTRACT# sewer/water bond
 VENDOR # 00002099
 (601) 5454640

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

PROJECT LINE: COMSWIP HWY 98 FIRE LINES

[illegible]

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
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094695.7245.28

1.00	EA	16,712.5000	16,712.50
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CONSTRUCTION MGMT.
Project: COMSWIP Hwy 98 West Fire Lines
Period: 2/24/13 - 3/23/13
Invoice: 17387

TOTAL CONTRACT AMOUNT NOT TO EXCEED

16,712.50

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.

EDDIE R. MYERS
CITY CLERK

OR 143690



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

March 28, 2013
Project No: 1273-W001
Invoice No: 17387

Project Manager Kyle Wallace
Project 1273-W001 Hwy 98 West Fire Lines

Professional Services from February 24, 2013 to March 23, 2013

Phase CM Hwy 98 W Fire Lines - Construction Mgt

Professional Personnel

	Hours	Rate	Amount	
Construction Observer				
Tingle, William	4.00	85.00	340.00	
Construction Observer				
McLendon, Gerald	178.50	85.00	15,172.50	
Project Engineer				
Wallace, Kyle	8.00	150.00	1,200.00	
Totals	190.50		16,712.50	
Total Labor				16,712.50
		Total this Phase		\$16,712.50
		Total this Invoice		\$16,712.50

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

APPROVED FOR PAYMENT

DATE 4/4/13

SIGNATURE [Signature]

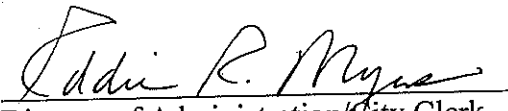
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

094695.7245.28
MB 2011-4/89-110

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

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of March 29, 2012 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: 
Title: Director of Administration/City Clerk
(Authorized City Representative)



City of Hattiesburg, MS

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

Master

File Number: 2013-0214

File ID: 2013-0214

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 04/09/2013

Brief Title: Approve purchase of 2 permanent right of ways from the Estate of Arnold Royce Freeman, Sr. for the Longleaf Trace Rails to Trails project.

Final Action: 04/16/2013

Minute Book Number: MB2013-120

Title:

Approve purchase of 2 permanent right of ways crossing a portion of tax parcels 2-028H-05-279.00 and 2-028H-05-277.00 from the Estate of Arnold Royce Freeman, Sr. upon approval of the Chancery Court of Forrest County, Mississippi (Civil Action No. 2012-0117-PR-DO), for the Longleaf Trace Rails to Trails project (Project No. HPP-0210-00(015)); Authorize issuance of manual check upon receipt of court order.

Notes: 072201.7000

Sponsors:

Enactment Date:

Attachments: Freeman 2012-0017-PR-DO

Enactment Number:

Contact:

Meeting Date: 04/16/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/16/2013	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Approve purchase of 2 permanent right of ways crossing a portion of tax parcels 2-028H-05-279.00 and 2-028H-05-277.00 from the Estate of Arnold Royce Freeman, Sr. upon approval of the Chancery Court of Forrest County, Mississippi (Civil Action No. 2012-0117-PR-DO), for the Longleaf Trace Rails to Trails project (Project No. HPP-0210-00(015)); Authorize issuance of manual check upon receipt of court order.

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

Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor

Nays: 0

Yea: 5 President Bradley
 Council Member Delgado
 Council Member Carroll
 Vice President Ware
 Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0214

Title

Approve purchase of 2 permanent right of ways crossing a portion of tax parcels 2-028H-05-279.00 and 2-028H-05-277.00 from the Estate of Arnold Royce Freeman, Sr. upon approval of the Chancery Court of Forrest County, Mississippi (Civil Action No. 2012-0117-PR-DO), for the Longleaf Trace Rails to Trails project (Project No. HPP-0210-00(015)); Authorize issuance of manual check upon receipt of court order.

Summary

Approve purchase of 2 permanent right of ways from the Estate of Arnold Royce Freeman, Sr. for the Longleaf Trace Rails to Trails project.

Budget Information

072201.7000

Expenditure Type

Regular Purchase

Purchasing Item

Publication Information

FILE COPY

IN THE CHANCERY COURT OF LAMAR COUNTY, MISSISSIPPI

IN THE MATTER OF THE ESTATE OF
ARNOLD ROYCE FREEMAN, SR.

CIVIL ACTION NO. 2012-0117-PR-DO

NELDA V. FREEMAN, PETITIONER

PETITION TO SELL REAL PROPERTY

COMES NOW, Nelda V. Freeman, Administratrix, and files this, her Petition to Authorize the Sell of Real Property, and in support thereof, would show unto the Court as follows, to-wit:

I.

That Arnold Royce Freeman died possessing Lot 6 of Block 2 of the R. E. Rawls, Second Addition, in Forrest County, Mississippi. Arnold Royce Freeman, Sr. acquired the property by that certain Deed recorded in Deed Book 929 at Page 105 and that certain Quitclaim Deed recorded in Deed Book 938 at Page 543, both being of record in the land records of the Chancery Clerk of Forrest County, Mississippi. The above referenced property is secured with a first position Deed of Trust in favor of Regions Bank, recorded in Book 1639 at Page 212 in the land records of the Chancery Clerk of Forrest County, Mississippi.

II.

That Arnold Royce Freeman died possessing the East 50 feet of Lot 8 of Block 2 of the R. E. Rawls, Second Addition, in

Forrest County, Mississippi. Arnold Royce Freeman, Sr. acquired the property by that certain Warranty Deed recorded in Deed Book 942 at Page 621, being of record in the land records of the Chancery Clerk of Forrest County, Mississippi. The above referenced property is secured with a first position Deed of Trust in favor of Regions Bank, recorded in Book 1399 at Page 77 in the land records of the Chancery Clerk of Forrest County, Mississippi.

III.

The City of Hattiesburg has sought to acquire the Southerly 10 feet of Lot 6 of Block 2 of the R. E. Rawls, Second Addition, in Forrest County, Mississippi and the Southerly 10 feet of the East 50 feet of Lot 8 of Block 2 of the R. E. Rawls, Second Addition, in Forrest County, Mississippi. The City of Hattiesburg is acquiring the property for the purpose of constructing a portion of the Rails to Trails project.

IV.

The City of Hattiesburg has made a Fair Market Value Offer to acquire the Southerly 10 feet of Lot 6 of Block 2 of the R. E. Rawls, Second Addition, in Forrest County, Mississippi for compensation in the amount of \$575.00, see attached Exhibit 1. In addition, the City of Hattiesburg has made a Fair Market Value Offer to acquire the Southerly 10 feet of the East 50 feet of Lot 8 of Block 2 of the R. E. Rawls, Second Addition, in Forrest County, Mississippi for compensation in the amount of \$1,186.00,

see attached Exhibit 2, said amount includes payment of \$692.00 for existing fencing that is located on the property being acquired.

V.

That the amount of compensation was determined by the City of Hattiesburg City Council after presentation of relevant, comparable sale information in the area that they used to determine the value of the subject property. The Petitioner believes the amount of compensation to be fair and adequate compensation for the property being acquired. The acquisition of the property does not, in any way, damage the remainder of the property.

VII.

WHEREFORE, PREMISES CONSIDERED, Nelda V. Freeman hereby respectfully requests this Court to enter an Order directing her to execute a Deed conveying the property described in Exhibits 3 and 4, attached hereto, to the City of Hattiesburg.

The Court further requests that the compensation being paid in this matter either be deposited with the Clerk of the Court or paid to Regions Bank to lower the principle amounts due on the Deeds of Trust currently securing the subject property.

RESPECTFULLY SUBMITTED
Nelda V. Freeman, Administratrix

BY: _____
Howard N. Stroud, Her Attorney

Prepared by:
Donald E. Hinton, Jr.
MSB# 10369
Pittman, Howdeshell, Hinton
& Nightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314



CITY OF HATTIESBURG, MISSISSIPPI
FAIR MARKET VALUE OFFER

TO: Nelda Freeman
33 Serene Blvd.
Hattiesburg, MS 39402

COPY: Howard Stroud, Esq.
48 Liberty Place, Ste 2
Hattiesburg, MS 39402

RE: City of Hattiesburg
Longleaf Trace - Phase III
Project No. HPP-0210-00(015)
Parcel No. 2-028H-05-279.00

Please find enclosed herein a proposed Warranty Deed, an unexecuted IRS Form W-9, an unexecuted Third Party Release, and a copy of a brochure entitled "When a Public Agency Acquires Your Property".

The City of Hattiesburg, Mississippi is the acquiring agency for the above referenced project involving the extension and/or construction of a pathway adjacent to West Fourth Street in Hattiesburg, Mississippi. The identification of the real property and the particular interest(s) being acquired are indicated on the attached Warranty Deed.

Your property has been surveyed and the drawing attached to the Warranty Deed as Exhibit "A" is a result of the on-site measurements on your property. The measurements include a piece of property measuring 575 sq. ft. A Summary Statement is attached explaining the approved valuation and method of calculation. The total payment for the property being acquired, including any improvements, is \$575.00. This amount was determined by a study of market values for this type of property and is not subject to change unless you have convincing evidence, which we will consider, that the offer is not representative of market value for the type of property being acquired. We feel that the offer is equitable, and we urge your favorable consideration and acceptance.

This acquisition does not include oil, gas, or mineral rights, or any items which are considered personal property under Mississippi State Law. If there is a lien or liens on the property, such lien or liens must be released as to the property acquired before payment can be processed.

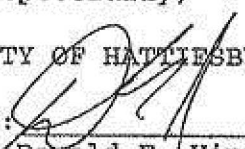
Please review the enclosed documents, and, if acceptable, execute and return them to me. A self-addressed, stamped envelope is enclosed for your convenience. Upon receipt of all properly executed documents, and the release of any lien/liens, payment will be processed.

Please contact me if you have any questions.

Dated this, the 20th day of November, 2012.

Respectfully,

CITY OF HATTIESBURG, MISSISSIPPI

BY: 

Donald E. Hinton, Jr.,
Special Counsel for the
City of Hattiesburg

Donald E. Hinton, Jr.
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

SUMMARY STATEMENT SUPPORTING
FAIR MARKET VALUE OFFER

TO: Nelda Freeman
33 Serene Blvd.
Hattiesburg, MS 39402

COPY: Howard Stroud, Esq.
48 Liberty Place, Ste 2
Hattiesburg, MS 39402

RE: City of Hattiesburg
Longleaf Trace - Phase III
Project No. HPP-0210-00(015)
Parcel No. 2-028H-05-279.00

Value of the property being acquired from you for the above identified project is based on fair market value of the property determined by the City of Hattiesburg, Mississippi based on available market data, appraisal information and ad valorem tax assessments. The market value is calculated on the basis of 575 square feet, at \$1.00 per square foot, for a total of \$575.00.

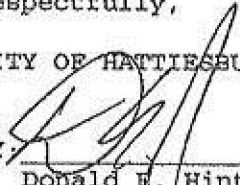
This amount is believed by the City of Hattiesburg, Mississippi to be just compensation for the property being acquired; valuation disregards any decrease or increase in the market value of the property caused by the project for which the property is acquired. The acquisition does not include oil, gas or other mineral rights, nor does the valuation consider any personal property located on the property such as appliances, machinery, or farm inventory, etc.

The property being acquired is shown on the exhibit provided to you.

Dated this, the 20th day of November, 2012.

Respectfully,

CITY OF HATTIESBURG, MISSISSIPPI

BY: 
Donald E. Hinton, Jr.,
Special Attorney for the
City of Hattiesburg

Prepared, and Submitted by:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

Return to:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P.O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

City of Hattiesburg, Mississippi
Longleaf Trace - Phase III
Project No. HPP-0210-00(015)
Parcel No. 2-028H-05-279.00

STATE OF MISSISSIPPI
COUNTY OF FORREST

WARRANTY DEED

For and in consideration of the sum and amount of Five Hundred Seventy-Five Dollars (\$575.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned

Nelda Freeman and Arnold Royce Freeman, Sr., Grantors,
33 Serene Blvd.,
Hattiesburg, MS 39402,
Telephone no. ()

do hereby grant, bargain, sell and warrant unto

City of Hattiesburg, Mississippi, a Municipal Corporation, Grantee,
214 West Front Street,
Hattiesburg, MS 39401,
Telephone No. 601-545-4642,

the property described in Exhibit "B" attached hereto and incorporated herein. A survey of said property is attached hereto and incorporated herein as Exhibit "A".

Indexing Instructions: A part of the Southeast ¼ of the Southeast ¼ of Section 5, Township 4 North, Range 13 West and Lot 6 of Block 2, R. E. Rawls Subdivision, 2nd Additon, of the City of Hattiesburg, Forrest County, Mississippi.

All oil and gas and other minerals which may be produced through a well bore are specifically excepted and excluded. 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(s) herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed pathway, change of grade, water damage and/or other damage, right or claim whatsoever.

It is understood that the Grantee herein is granted the right to do whatever may be necessary and proper for the enjoyment of the rights herein granted, including the right of ingress and egress and the right to clear said property of such shrubs, trees and other vegetation or obstructions as may be necessary for purposes of this construction project.

It is further understood and agreed by and between the Grantors and Grantee hereto that all terms and conditions contained herein shall be binding upon the parties hereto, their successors and assigns.

The Grantor(s) herein agree to pay all real property taxes assessed against the above described property for the current year.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor(s) and the Grantee, there being no oral agreements or representations of any kind.

WITNESS MY SIGNATURE this the _____ day of _____, 2012.

Nelda Freeman

Arnold Royce Freeman, Sr.

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2012 within my jurisdiction, the within named Nelda Freeman, who acknowledged that she executed the above and foregoing Warranty Deed.

Notary Public

(SEAL)

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2012 within my jurisdiction, the within named Arnold Royce Freeman, Sr., who acknowledged that he executed the above and foregoing Warranty Deed.

Notary Public

(SEAL)

Nicholas M. Connolly, PLS No. 2973

PREPARED BY:



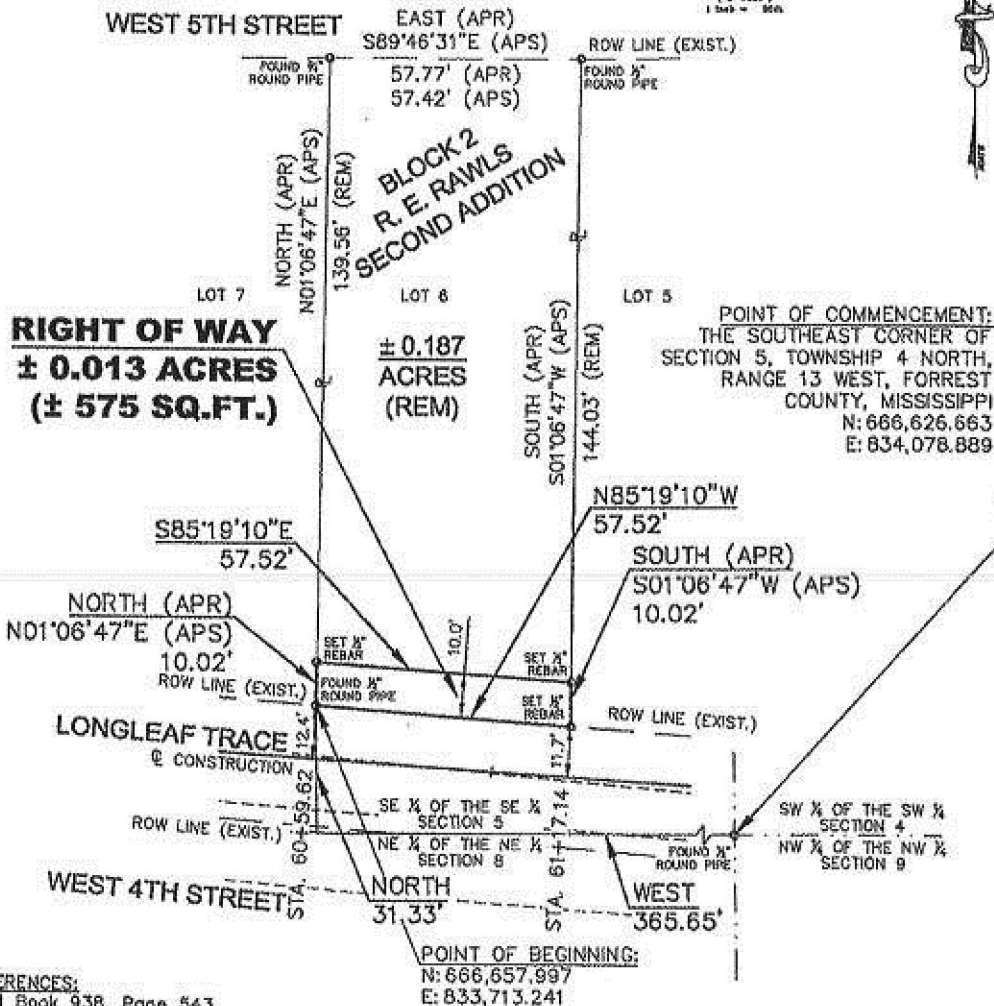
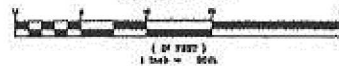
CLASSIFICATION:

This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors.

PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

EXHIBIT "A"

GRAPHIC SCALE



REFERENCES:

Deed Book 938, Page 543
Forrest County Tax Map 02BH
R. E. Rawls Subdivision Plat

NOTES:

All utilities, utility easements and rights of way, unless otherwise noted, are not shown.

All bearings are based on the North American Datum of 1983, Mississippi East Zone Grid.

APR
APS
C
EXIST.

- AS PER RECORD
- AS PER SURVEY
- CENTERLINE
- EXISTING

LEGEND:

R
REM
ROW
SQ. FT.

- PROPERTY LINE
- REMAINING
- RIGHT OF WAY
- SQUARE FEET

SDPW PROJECT NO.: 12932.001	RIGHT-OF-WAY EXHIBIT	PROPERTY OWNER: FREEMAN, ARNOLD
SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 SECTION 5, TOWNSHIP 4 NORTH, RANGE 13 WEST	LONGLEAF TRACE	ROYCE
FORREST COUNTY	Survey Date: JUNE 13, 2008	PROJECT NO.: HPP-0250-00(015) LPA/105214-001000
	Exhibit Date: OCTOBER 12, 2010	PARCEL NO.: 2-02BH-05-279.00

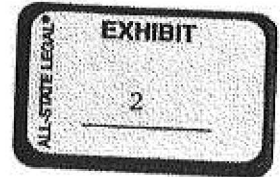
EXHIBIT "B"

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the City of Hattiesburg project **HPP-0210-00(015) LPA/105214-801000**.

A part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 5, Township 4 North, Range 13 West and a part of Lot 6 of Block 2 of the R.E. Rawls Second Addition of the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a Found $\frac{1}{2}$ " Round Pipe representing the Southeast Corner of Section 5, Township 4 North, Range 13 West, County of Forrest and the Southeast Corner of said Subdivision, said point having a Grid value of N 666,626.663 feet and E 834,078.889 feet on the above referenced East Zone Grid,
- thence run West for 365.65 feet,
- thence run North for 31.33 feet to a Found $\frac{1}{2}$ " Round Pipe representing the Southwest Corner of the Grantor's Property and a Point on the Existing Northern Right of Way Line of the Longleaf Trace and a Point on the West Line of said Lot 6 and the **Point of Beginning** and having a Grid value of N 666,657.997 feet and E 833,713.241 feet on the above referenced East Zone Grid;
- thence run N01°06'47"E along the West Line of the Grantor's Property and said Lot 6 for 10.02 feet,
- thence run S85°19'10"E and parallel to said Northern Right of Way Line for 57.52 feet to a Point on the East Line of the Grantor's Property and said Lot 6,
- thence run S01°06'47"W along said East Line for 10.02 to the Southeast Corner of the Grantor's Property and a Point on the said Northern Right of Way Line,
- thence run N85°19'10"W along the said Northern Right of Way Line for 57.52 feet to the **Point of Beginning**,
- comprising 0.013 Acres (575 Square Feet), more or less.

CITY OF HATTIESBURG, MISSISSIPPI
FAIR MARKET VALUE OFFER



TO: Arnold Royce Freeman, Sr.
33 Serene Blvd.
Hattiesburg, MS 39402

RE: City of Hattiesburg
Longleaf Trace - Phase III
Project No. HPP-0210-00(015)
Parcel No. 2-028H-05-277.00

Please find enclosed herein a proposed Warranty Deed, an unexecuted IRS Form W-9, an unexecuted Third Party Release, and a copy of a brochure entitled "When a Public Agency Acquires Your Property".

The City of Hattiesburg, Mississippi is the acquiring agency for the above referenced project involving the extension and/or construction of a pathway adjacent to West Fourth Street in Hattiesburg, Mississippi. The identification of the real property and the particular interest(s) being acquired are indicated on the attached Warranty Deed.

Your property has been surveyed and the drawing attached to the Warranty Deed as Exhibit "A" is a result of the on-site measurements on your property. The measurements include a piece of property measuring 494 sq. ft. A Summary Statement is attached explaining the approved valuation and method of calculation. The total payment for the property being acquired, including any improvements, is \$1,186.00. This amount was determined by a study of market values for this type of property and is not subject to change unless you have convincing evidence, which we will consider, that the offer is not representative of market value for the type of property being acquired. We feel that the offer is equitable, and we urge your favorable consideration and acceptance.

This acquisition does not include oil, gas, or mineral rights, or any items which are considered personal property under Mississippi State Law. If there is a lien or liens on the property, such lien or liens must be released as to the property acquired before payment can be processed.

Please review the enclosed documents, and, if acceptable, execute and return them to me. A self-addressed, stamped envelope is enclosed for your convenience. Upon receipt of all properly executed documents, and the release of any lien/liens, payment will be processed.

Please contact me if you have any questions.

Dated this, the 10th day of August, 2011.

Respectfully,
CITY OF HATTIESBURG, MISSISSIPPI

BY: 
Donald E. Hinton, Jr.,
Special Attorney for the
City of Hattiesburg

Donald E. Hinton, Jr.
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

SUMMARY STATEMENT SUPPORTING
FAIR MARKET VALUE OFFER

TO: Arnold Royce Freeman, Sr.
33 Serene Blvd.
Hattiesburg, MS 39402

RE: City of Hattiesburg
Longleaf Trace - Phase III
Project No. HPP-0210-00(015)
Parcel No. 2-028H-05-277.00

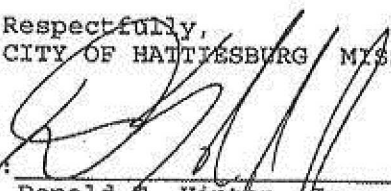
Value of the property being acquired from you for the above identified project is based on fair market value of the property determined by the City of Hattiesburg, Mississippi based on available market data, appraisal information and ad valorem tax assessments. The market value is calculated on the basis of 494 square feet, at \$1.00 per square foot, with an additional \$692.00 for fencing, for a total of \$1,186.00.

This amount is believed by the City of Hattiesburg, Mississippi to be just compensation for the property being acquired; valuation disregards any decrease or increase in the market value of the property caused by the project for which the property is acquired. The acquisition does not include oil, gas or other mineral rights, nor does the valuation consider any personal property located on the property such as appliances, machinery, or farm inventory, etc.

The property being acquired is shown on the exhibit provided to you.

Dated this, the 10th day of August, 2011.

Respectfully,
CITY OF HATTIESBURG MISSISSIPPI

BY: 
Donald E. Hinton, Jr.,
Special Attorney for the
City of Hattiesburg

Prepared, and Submitted by:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell
& Hinton, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

Return to:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell
& Hinton, PLLC
P.O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

City of Hattiesburg, Mississippi
Longleaf Trace - Phase III
Project No. HPP-0210-00(015)
Parcel No. 2-028H-05-277.00

STATE OF MISSISSIPPI
COUNTY OF FORREST

WARRANTY DEED

For and in consideration of the sum and amount of One Thousand One Hundred Eighty-Six Dollars (\$1,186.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned

Arnold Royce Freeman, Sr., Grantor,
33 Serene Blvd.,
Hattiesburg, MS 39402,
Telephone no. () ;

does hereby grant, bargain, sell and warrant unto

City of Hattiesburg, Mississippi, a Municipal Corporation, Grantee,
214 West Front Street,
Hattiesburg, MS 39401,
Telephone No. 601-545-4642,

the property described in Exhibit "B" attached hereto and incorporated herein. A survey of said property is attached hereto and incorporated herein as Exhibit "A".

Indexing Instructions: A part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 5, Township 4 North, Range 13 West and Lot 8 of Block 2 R. E. Rawls Subdivision of the City of Hattiesburg, Forrest County, Mississippi.

All oil and gas and other minerals which may be produced through a well bore are specifically excepted and excluded. 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(s) herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed pathway, change of grade, water damage and/or other damage, right or claim whatsoever.

It is understood that the Grantee herein is granted the right to do whatever may be necessary and proper for the enjoyment of the rights herein granted, including the right of ingress and egress and the right to clear said property of such shrubs, trees and other vegetation or obstructions as may be necessary for purposes of this construction project.

It is further understood and agreed by and between the Grantors and Grantee hereto that all terms and conditions contained herein shall be binding upon the parties hereto, their successors and assigns.

The Grantor(s) herein agree to pay all real property taxes assessed against the above described property for the current year.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor(s) and the Grantee, there being no oral agreements or representations of any kind.

WITNESS MY SIGNATURE this the _____ day of _____, 2011.

Arnold Royce Freeman, Sr.

STATE OF MISSISSIPPI

COUNTY OF _____

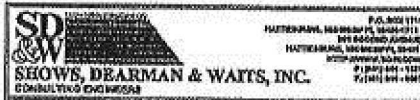
Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2011 within my jurisdiction, the within named **Arnold Royce Freeman, Sr.**, who acknowledged that he executed the above and foregoing Warranty Deed.

Notary Public

(SEAL)

Nicholas M. Connolly, PLS No. 2973

PREPARED BY:



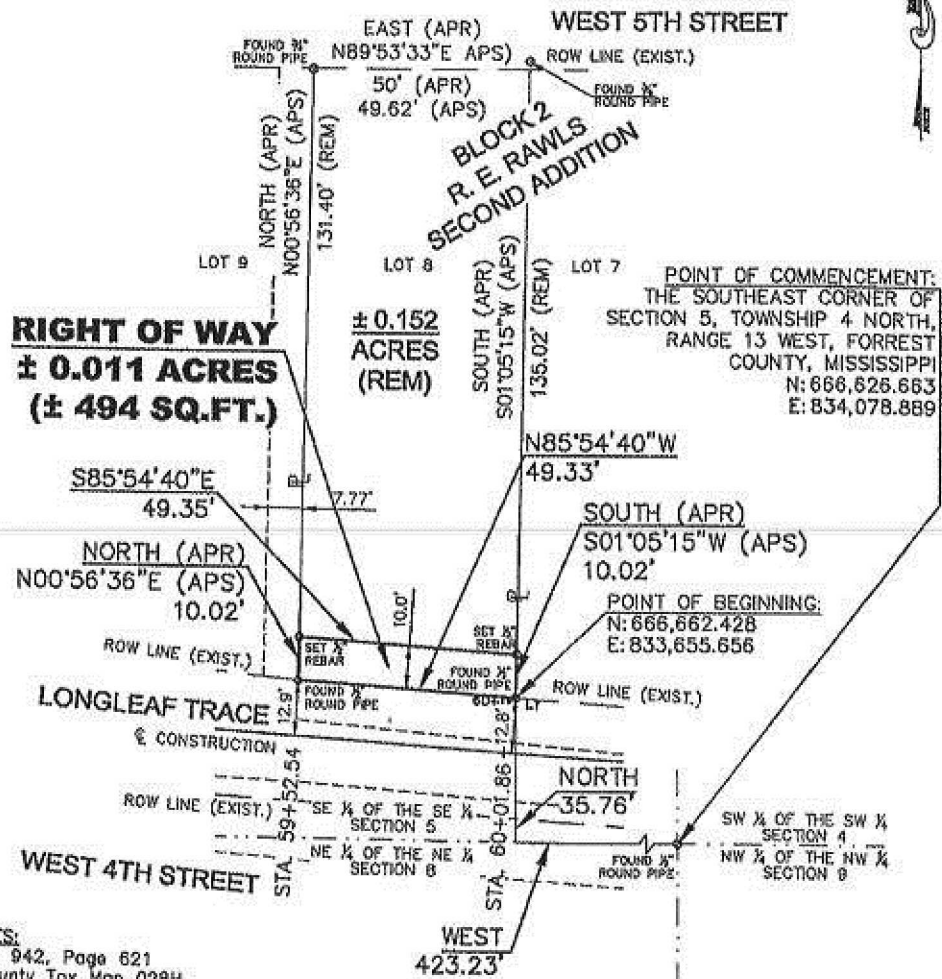
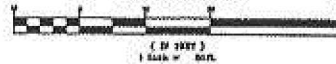
CLASSIFICATION:

This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors.

PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

EXHIBIT "A"

GRAPHIC SCALE



REFERENCES:

Deed Book 942, Page 621
Forrest County Tax Map 028H
R. E. Rawls Subdivision Plot

NOTES:

All utilities, utility easements and rights of way, unless otherwise noted, are not shown.

All bearings are based on the North American Datum of 1983, Mississippi East Zone Grid.

APR
APS
C
EXIST.
LT

- AS PER RECORD
- AS PER SURVEY
- CENTERLINE
- EXISTING
- LEFT

LEGEND:

C - PROPERTY LINE
REM - REMAINING
ROW - RIGHT OF WAY
SQ. FT. - SQUARE FEET

SD&W PROJECT NO.: 12932.001	RIGHT-OF-WAY EXHIBIT	PROPERTY OWNER: FREEMAN, A. ROYCE SR.
SOUTHEAST 1/4 OF THE SOUTHEAST 1/4	LONGLEAF TRACE	
SECTION 5, TOWNSHIP 4 NORTH, RANGE 13 WEST	Survey Date: JUNE 13, 2008	PROJECT NO.: HPP-0210-00(015) LPA/105214-001000
FORREST COUNTY	Exhibit Date: OCTOBER 12, 2010	PARCEL NO.: 2-028H-05-277.00

EXHIBIT "B"

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the City of Hattiesburg project **HPP-0210-00(015)** **LPA/105214-801000**.

A part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 5, Township 4 North, Range 13 West and a part of Lot 8 of Block 2 of the R. E. Rawls Second Addition in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a Found $\frac{1}{2}$ " Round Pipe representing the Southeast Corner of Section 5, Township 4 North, Range 13 West, County of Forrest and the Southeast Corner of said Subdivision, said point having a Grid value of N 666,626.663 feet and E 834,078.889 feet on the above referenced East Zone Grid,
- thence run West for 423.23 feet,
- thence run North for 35.76 feet to a Found $\frac{1}{2}$ " Round Pipe representing the Southeast Corner of the Grantor's Property and a Point on the Existing Northern Right of Way Line of the Longleaf Trace and a Point on the East Line of said Lot 8 and the **Point of Beginning** and having a Grid value of N 666,662.428 feet and E 833,655.656 feet on the above referenced East Zone Grid;
- thence run N85°54'40"W along the said Northern Right of Way Line for 49.33 feet to the Southwest Corner of the Grantor's Property,
- thence run N00°56'36"E along the West Line of the Grantor's Property for 10.02 feet,
- thence run S85°54'40"E and parallel to said Northern Right of Way Line for 49.35 feet to a Point on the East Line of the Grantor's Property and said Lot 8,
- thence run S01°05'15"W along said East Line for 10.02 feet to the **Point of Beginning**,
- comprising 0.011 Acres (494 Square Feet), more or less.



City of Hattiesburg, MS

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

Master

File Number: 2013-0217

File ID: 2013-0217

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 04/09/2013

Final Action: 04/16/2013

Brief Title: Approve purchase of a permanent right of way from Tonna & Johathan Gaines crossing a portion of Tax Parcel 2-029-E-04-030.00 for the Longleaf Trace Rails to Trails Project.

Minute Book Number: MB2013-120-121

Title:

Approve purchase of a permanent right of way from Tonna & Johathan Gaines crossing a portion of Tax Parcel 2-029-E-04-030.00 for the Longleaf Trace Rails to Trails Project (Project No. HPP-0210-00(015)) pending an order from the Special Court of Eminent Domain , Forrest County, Mississippi; Authorize issuance of manual check upon receipt of court order.

Notes:

Sponsors:

Enactment Date:

Attachments: Tonna & Jonathan Gaines

Enactment Number:

Contact:

Meeting Date: 04/16/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/16/2013	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Approve purchase of a permanent right of way from Tonna & Johathan Gaines crossing a portion of Tax Parcel 2-029-E-04-030.00 for the Longleaf Trace Rails to Trails Project (Project No. HPP-0210-00(015)) pending an order from the Special Court of Eminent Domain , Forrest County, Mississippi; Authorize issuance of manual check upon receipt of court order.

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

Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor

Nays: 0

Yea: 5 President Bradley
 Council Member Delgado
 Council Member Carroll
 Vice President Ware
 Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0217

Title

Approve purchase of a permanent right of way from Tonna & Johathan Gaines crossing a portion of Tax Parcel 2-029-E-04-030.00 for the Longleaf Trace Rails to Trails Project (Project No. HPP-0210-00(015)) pending an order from the Special Court of Eminent Domain , Forrest County, Mississippi; Authorize issuance of manual check upon receipt of court order.

Summary

Approve purchase of a permanent right of way from Tonna & Johathan Gaines crossing a portion of Tax Parcel 2-029-E-04-030.00 for the Longleaf Trace Rails to Trails Project.

Budget Information

072201.7000

Expenditure Type

Regular Purchase

Purchasing Item

Publication Information

**THE HONORABLE MICHAEL McPHAIL
JUDGE, SPECIAL COURT OF EMINENT DOMAIN
FORREST COUNTY, HATTIESBURG, MISSISSIPPI 39401**

City of Hattiesburg versus Tonna Gaines, Owner;
Jonathan Gaines, Owner;
Mortgage Electronic Registration
Systems, Inc., Beneficiary;
Kirk Smith, Trustee;
Select Portfolio Servicing, Inc.; and
JP Morgan Chase Bank, NA
Civil Action No. C012-0913

Forrest County Special Court of Eminent Domain
Civil Action No. C012-0913

SUMMARY APPRAISAL REPORT

The sales indicated an unadjusted range in value from \$0.38 to \$1.70 per square foot. After considering the comparable sales data, and allowing for size, location, topography and other pertinent factors, the final value of the subject parcel has been estimated to be \$1.00 per square foot.

The following is a breakdown of the subject's site and improvements value estimates from the Sales Comparison Approach:

Before value of the subject site			
14,414 SqFt @ \$1.00	=		\$ 14,414.00
Site value after the take			
13,721 SqFt @ \$1.00	=	\$ 13,721.00	
Damages	=	\$ - 0 -	
Value of the site in the after condition		\$ 13,721.00	(\$ 13,721.00)
Total Value Estimate of the Take & Damages			\$ 693.00
Rounded -----			\$ 700.00



City of Hattiesburg, MS

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

Master

File Number: 2013-0216

File ID: 2013-0216

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 04/09/2013

Brief Title: Approve purchase of a permanent right of way from Edna G. Johnson Jamison crossing a portion of Tax Parcel 2-028H-05-283.00 for the Longleaf Trace Rails to Trails Project.

Final Action: 04/16/2013

Minute Book Number: MB2013-121

Title:

Approve purchase of a permanent right of way from Edna G. Johnson Jamison crossing a portion of Tax Parcel 2-028H-05-283.00 for the Longleaf Trace Rails to Trails Project (Project No. HPP-0210-00(015)) pending an order from the Special Court of Eminent Domain, Forrest County, Mississippi; Authorize issuance of manual check upon receipt of court order.

Notes:

Sponsors:

Enactment Date:

Attachments: Edna Johnson Jamison

Enactment Number:

Contact:

Meeting Date: 04/16/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/16/2013	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Approve purchase of a permanent right of way from Edna G. Johnson Jamison crossing a portion of Tax Parcel 2-028H-05-283.00 for the Longleaf Trace Rails to Trails Project (Project No. HPP-0210-00(015)) pending an order from the Special Court of Eminent Domain, Forrest County, Mississippi; Authorize issuance of manual check upon receipt of court order.

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

Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor

Nays: 0

Yea: 5 President Bradley
 Council Member Delgado
 Council Member Carroll
 Vice President Ware
 Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0216

Title

Approve purchase of a permanent right of way from Edna G. Johnson Jamison crossing a portion of Tax Parcel 2-028H-05-283.00 for the Longleaf Trace Rails to Trails Project (Project No. HPP-0210-00(015)) pending an order from the Special Court of Eminent Domain, Forrest County, Mississippi; Authorize issuance of manual check upon receipt of court order.

Summary

Approve purchase of a permanent right of way from Edna G. Johnson Jamison crossing a portion of Tax Parcel 2-028H-05-283.00 for the Longleaf Trace Rails to Trails Project.

Budget Information

072201.7000

Expenditure Type

Regular Purchase

Purchasing Item

Publication Information

**THE HONORABLE MICHAEL McPHAIL
JUDGE, SPECIAL COURT OF EMINENT DOMAIN
FORREST COUNTY, HATTIESBURG, MISSISSIPPI 39401**

City of Hattiesburg versus Edna G. Johnson a/k/a
Edna G. Johnson Jamison a/k/a
Edna Jamison, Owner;
Mortgage Electronic Registration
Systems, Inc., Beneficiary;
Robert J. Barnes, Trustee; and
JP Morgan Chase Bank, NA, Successor to
Priority One Bank
Civil Action No. C013-0031

Forrest County Special Court of Eminent Domain
Civil Action No. C013-0031

SUMMARY APPRAISAL REPORT

The sales indicated an unadjusted range in value from \$0.38 to \$1.70 per square foot. After considering the comparable sales data, and allowing for size, location, topography and other pertinent factors, the final value of the subject parcel has been estimated to be \$1.00 per square foot.

The following is a breakdown of the subject's site and improvements value estimates from the Sales Comparison Approach:

Before value of the subject site			
13,497 SqFt @ \$1.00	=		\$ 13,497.00
Site value after the take			
12,720 SqFt @ \$1.00	=	\$ 12,720.00	
Damages	=	\$ - 0 -	
		=====	
Value of the site in the after condition		\$ 12,720.00	(\$ 12,720.00)
			=====
Total Value Estimate of the Take & Damages			\$ 777.00
Rounded -----			\$ 800.00



City of Hattiesburg, MS

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

Master

File Number: 2013-0213

File ID: 2013-0213

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 04/09/2013

Brief Title: Approve purchase of a permanent right of way from Hercules, Inc. for the Longleaf Trace Rails to Trails project.

Final Action: 04/16/2013

Minute Book Number: MB2013-121

Title:

Approve purchase of a permanent right of way from Hercules, Inc. f/k/a The Hercules Powder Company across a portion of Tax Parcel No. 2-029L-09-040.00 for the Longleaf Trace Rails to Trails project (Project No. HPP-0210-00(015)); Authorize issuance on a manual check upon execution of Warranty Deed.

Notes: 072201.7000

Sponsors:

Enactment Date:

Attachments: Hercules Deed

Enactment Number:

Contact:

Meeting Date: 04/16/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/16/2013	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Approve purchase of a permanent right of way from Hercules, Inc. f/k/a The Hercules Powder Company across a portion of Tax Parcel No. 2-029L-09-040.00 for the Longleaf Trace Rails to Trails project (Project No. HPP-0210-00(015)); Authorize issuance on a manual check upon execution of Warranty Deed.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							

Yea: 5 President Bradley
Council Member Delgado
Council Member Carroll
Vice President Ware
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0213

Title

Approve purchase of a permanent right of way from Hercules, Inc. f/k/a The Hercules Powder Company across a portion of Tax Parcel No. 2-029L-09-040.00 for the Longleaf Trace Rails to Trails project (Project No. HPP-0210-00(015)); Authorize issuance on a manual check upon execution of Warranty Deed.

Summary

Approve purchase of a permanent right of way from Hercules, Inc. f/k/a The Hercules Powder Company across a portion of Tax Parcel No. 2-029L-09-040.00 for the Longleaf Trace Rails to Trails project (Project No. HPP-0210-00(015)); Authorize issuance on a manual check upon execution of Warranty Deed.

Budget Information

072201.7000

Expenditure Type

Regular Budget Item

Purchasing Item

Publication Information

Prepared, and Submitted by:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell,
Hinton & Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

Return to:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell,
Hinton & Hightower, PLLC
P.O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

City of Hattiesburg, Mississippi
Longleaf Trace - Phase III
Project No. HPP-0210-00(015)
Parcel No. 2-029L-09-040.00

STATE OF MISSISSIPPI
COUNTY OF FORREST

WARRANTY DEED

For and in consideration of the sum and amount of **Four Thousand Eight Hundred Fifty-Five Dollars (\$4,855.00)**, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned

Hercules, Inc. f/k/a
The Hercules Powder Company, Grantor,
613 West 7th Street,
Hattiesburg, MS 39401,
Telephone no. () ;

does hereby grant, bargain, sell and warrant unto

City of Hattiesburg, Mississippi, a Municipal Corporation, Grantee,
214 West Front Street,
Hattiesburg, MS 39401,
Telephone No. 601-545-4642,

the property described in Exhibit "B" attached hereto and incorporated herein. A survey of said property is attached hereto and incorporated herein as Exhibit "A".

Indexing Instructions: A part of the NW ¼ of the NW ¼ of Section 9, Township 4 North, Range 13 West, City of Hattiesburg, Forrest County, Mississippi.

All oil and gas and other minerals which may be produced through a well bore are specifically excepted and excluded. 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(s) herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed pathway, change of grade, water damage and/or other damage, right or claim whatsoever.

It is understood that the Grantee herein is granted the right to do whatever may be necessary and proper for the enjoyment of the rights herein granted, including the right of ingress and egress and the right to clear said property of such shrubs, trees and other vegetation or obstructions as may be necessary for purposes of this construction project.

It is further understood and agreed by and between the Grantors and Grantee hereto that all terms and conditions contained herein shall be binding upon the parties hereto, their successors and assigns.

The Grantor(s) herein agree to pay all real property taxes assessed against the above described property for the current year.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor(s) and the Grantee, there being no oral agreements or representations of any kind.

WITNESS MY SIGNATURE this the _____ day of _____, 2013.

**Hercules, Inc. f/k/a
The Hercules Powder Company**

BY: _____

TITLE: _____

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said County and State, on this _____ day of _____, 2013, within my jurisdiction, the within named _____, who acknowledged that (he)(she) is _____ of **Hercules, Inc. f/k/a The Hercules Powder Company**, a _____ corporation, and that for and on behalf of the said corporation, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Notary Public

(SEAL)

PREPARED BY:



CLASSIFICATION:

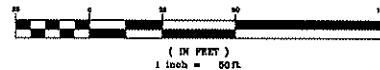
This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors.

Nicholas M. Connolly, PLS No. 2973

PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

EXHIBIT "A"

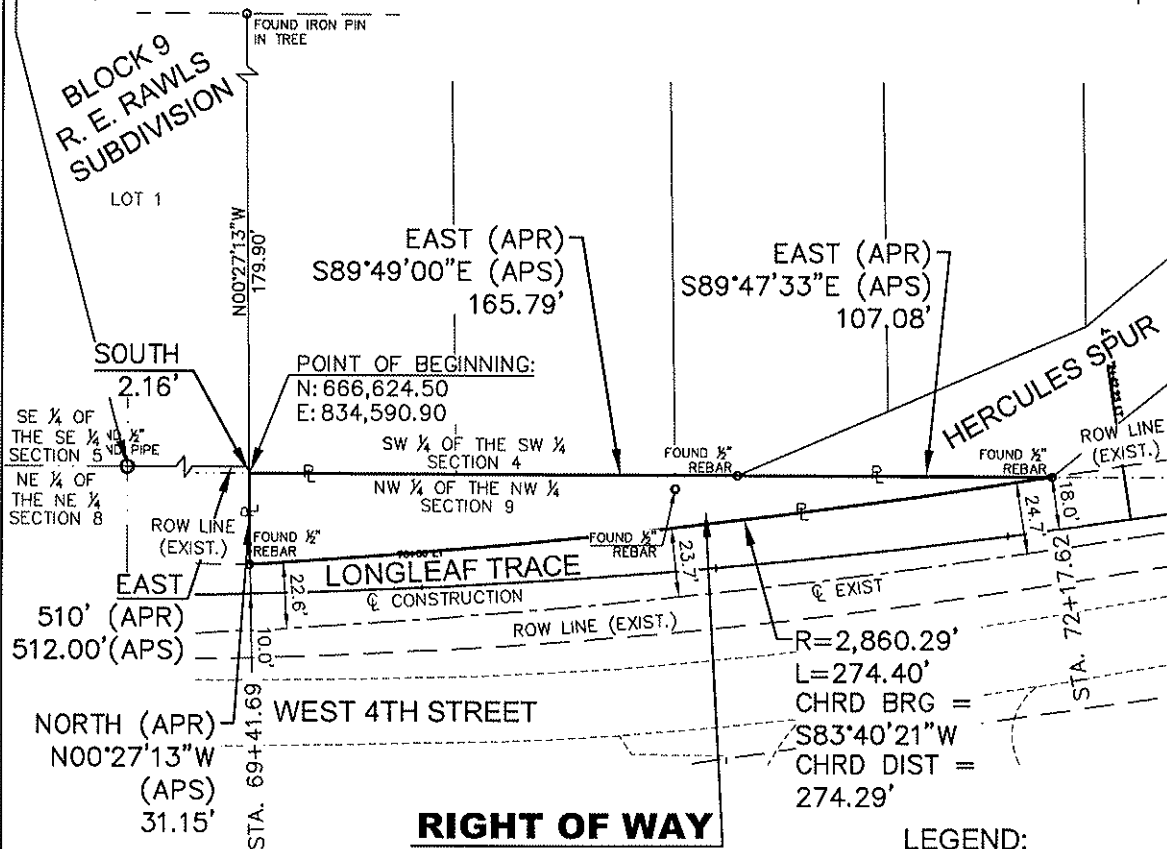
GRAPHIC SCALE



POINT OF COMMENCEMENT:

THE NORTHWEST CORNER OF
SECTION 9, TOWNSHIP 4 NORTH,
RANGE 13 WEST, FORREST
COUNTY, MISSISSIPPI
N: 666,626.66
E: 834,078.89

WEST 5TH STREET



RIGHT OF WAY
± 0.11 ACRES
(± 4,855 SQ.FT.)

REFERENCES:

Deed Book 1741, Page 025
Forrest County Tax Map 029L
Map by Ashland Inc, 11-30-2012
Quitclaim Deed Book 951, Page 698

NOTES:

All utilities, utility easements and rights of way,
unless otherwise noted, are not shown.

All bearings are based on the North American
Datum of 1983, Mississippi East Zone Grid.

LEGEND:

APR - AS PER RECORD
APS - AS PER SURVEY
BRG - BEARING
C - CENTERLINE
CHRD - CHORD
DIST - DISTANCE
EXIST. - EXISTING
L - LENGTH
P - PROPERTY LINE
R - RADIUS
REM - REMAINING
ROW - RIGHT OF WAY
SQ. FT. - SQUARE FEET

SD&W PROJECT NO.: 12932.001	RIGHT-OF-WAY EXHIBIT	PROPERTY OWNER: HERCULES INC.
NORTHWEST 1/4 OF THE NORTHWEST 1/4	LONGLEAF TRACE	
SECTION 9, TOWNSHIP 4 NORTH, RANGE 13 WEST	Survey Date: JUNE 13, 2008	PROJECT NO.: HPP-0210-00(015) LPA/105214-801000
FORREST COUNTY	Exhibit Date: MARCH 21, 2013	PARCEL NO.: 2-029L-09-040.00

EXHIBIT "B"

A part of Northwest ¼ of the Northwest ¼ of Section 9, Township 4 North, Range 13 West in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a Found ½" Round Pipe representing the Northwest Corner of the said Section 9 and having a Grid value of **N 666,626.66** feet and **E 834,078.89** feet on the above referenced East Zone Grid,
- thence run East for 512.00 feet,
- thence run South for 2.16 feet to the Northwest Corner of the Grantor's Property and a Point on the North Line of said Northwest ¼ of the Northwest ¼ and the **Point of Beginning** and having a Grid value of **N 666,624.50** feet and **E 834,590.90** feet on the above referenced East Zone Grid;
- thence run S89°49'00"E along said North Line for 165.79 feet to a Corner of the Grantor's Property,
- thence run S89°47'33"E along said North Line for 107.08 feet to the East Line of the Grantor's property and the Intersection of said North Line and the Existing Northern Right of Way Line of the Longleaf Trace,
- thence run Southwesterly along an Arc to the Right and said Existing Northern Right of Way Line for 274.40 feet to the Southwest Corner of the Grantor's Property, said Arc having a Radius of 2,860.29 feet, a Chord Bearing of S83°40'21"W and a Chord Distance of 274.29 feet,
- thence run N00°27'13"W along the West Line of the Grantor's Property for 31.15 feet to the **Point of Beginning**,
- comprising 0.11 Acres (4,855 Square Feet), more or less, being all of the property owned by the Grantor in the Northwest ¼ of the Northwest ¼ of Section 9, Township 4 North, Range 13 West in the City of Hattiesburg, County of Forrest, State of Mississippi.



City of Hattiesburg, MS

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

Master

File Number: 2013-0226

File ID: 2013-0226

Type: Regular Agenda Item

Status: Removed

Version: 1

Reference:

In Control: City Council

File Created: 04/11/2013

Brief Title: Lease Agreement between the City of Hattiesburg and the Alabama Great Southern Railroad Company, for 2.25 acres of right of way currently used as parking lots, beginning June 1, 2013

Final Action:

Minute Book Number: MB2013-122

Title:

Authorize Mayor to execute, in duplicate, Lease Agreement between the City of Hattiesburg and the Alabama Great Southern Railroad Company, for 2.25 acres of right of way currently used as parking lots, beginning June 1, 2013.

Notes:

Sponsors:

Enactment Date:

Attachments: Alabama Great Southern RR - Parking lot lease

Enactment Number:

Contact:

Meeting Date: 04/16/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/16/2013	Remove				
Action Text: Removed.							

Text of Legislative File 2013-0226

Title

Authorize Mayor to execute, in duplicate, Lease Agreement between the City of Hattiesburg and the Alabama Great Southern Railroad Company, for 2.25 acres of right of way currently used as parking lots, beginning June 1, 2013.

Summary

Lease Agreement between the City of Hattiesburg and the Alabama Great Southern Railroad Company, for 2.25 acres of right of way currently used as parking lots, beginning

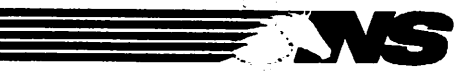
June 1, 2013

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Norfolk Southern Corporation
Real Estate and Contract Services
1200 Peachtree Street, NE, 12th Floor
Atlanta, Georgia 30309-3579

Suzanne L. Congdon
Property Agent
My Direct Line Is:
Phone: (404) 962-5808
Fax: (404) 653-3436
E-Mail: suzanne.congdon@nscorp.com

April 2, 2013
Activity 1164053

UPS GROUND

Ms. Pam Strahan
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39403

RE: Hattiesburg, Forrest County, Mississippi – Proposed Lease Agreement (“Lease”) between The Alabama Great Southern Railroad Company (“Landlord”) and City of Hattiesburg (“Tenant”), concerning real property having an area of 2.25 acres, more or less, located at Milepost NO-85.6

Dear Ms. Strahan:

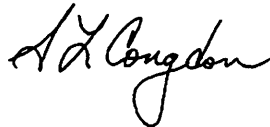
Enclosed are duplicate originals of the referenced Lease for your handling for execution and witnessing. Thereafter, return both originals to me for execution on behalf of Landlord, after which a fully-executed original will be returned to you for your file. DO NOT DATE the Lease, as we will do so at the time of Landlord’s execution. Below are the items required by Landlord in order to complete the file:

- Both originals of the Lease, signed and witnessed on behalf of City of Hattiesburg.
- Fax a copy of the Certificate of Insurance, as required by Paragraph 21 of the Lease, to my attention at 404-653-3436 and forward the original directly to: Risk Manager, Norfolk Southern Corporation, Three Commercial Place, Norfolk, VA 23510-2191. Instruct your insurance company to name The Alabama Great Southern Railroad Company as an additional insured and certificate holder. For answers to questions concerning the insurance requirements, please contact Mr. Scott Dickerson at (757) 629-2364 or email NSRISK1@nscorp.com. (Sample Certificate of Insurance enclosed) The Certificate of Insurance must be approved and the Lease fully-executed before occupation of the property can be permitted.

The terms and conditions of this Lease shall be valid for thirty (30) calendar days from the date of this letter. If you are unable to execute the Lease within the thirty (30) calendar day time frame, please advise this office in writing of your intent or risk cancellation of your file.

Your cooperation is appreciated. If you have any questions regarding this matter, please contact me referring to the activity number above.

Sincerely,



Suzanne L. Congdon

Enclosure
1025364v1/IDL

LE

THIS LEASE is made as of the _____ by and between **THE ALABAMA GREAT SOUTHERN RAILROAD** ("Landlord") and **CITY OF HATTIESBURG** ("Tenant").

1. Premises; Use. For and in consideration of the sum of _____ forth herein, to be paid, kept and performed by Tenant, Landlord hereby leases and rents to Tenant, insofar as its right, title and interest in the Premises enables it to do so, that certain real property located at Milepost **NO-85.6** in **Hattiesburg, Forrest County, Mississippi**, having an area of **2.25 acres**, more or less, the location and dimensions of which are substantially shown on **print dated March 25, 2013, hereunto annexed as Exhibit "A"** attached hereto (the "**Land**"), together with all improvements thereon (the "**Improvements**"). The Land and the Improvements are collectively referred to herein as the "**Premises**". This Lease is subject to all encumbrances, easements, conditions, covenants and restrictions, whether or not of record.

The Premises shall be used for **parking** and no other purpose. The Premises shall not be used for any illegal purposes, for the storage of unlicensed vehicles, nor in any manner to create any nuisance or trespass. No smoking is permitted in or about the Premises. Landlord reserves unto itself and its permittees, the permanent right to construct, maintain or replace upon, under, or over the Premises, any pipe, electrical, telecommunications, and signal lines, or any other facilities of like character now installed or hereinafter to be installed. Landlord further reserves unto itself and its permittees the right to enter upon the Premises at any and all times for the purposes of operating, maintaining, constructing or relocating any trackage or railroad facilities located on, or in the vicinity of, the Premises.

The terms and conditions of the Rider, if any, attached hereto as **Exhibit "B"** are incorporated herein by this reference. In the event of an inconsistency between the terms hereof and the terms of the Rider, the terms of the Rider shall prevail.

2. Term. To have and to hold for a term beginning on **June 1, 2013**, and continuing thereafter on a periodic basis. In addition to any termination rights that the parties may have hereunder, either party may terminate this Lease for any reason by giving the other party not less than thirty (30) days' notice of such termination. Any such termination pursuant to the preceding sentence shall not relieve Tenant from satisfying and performing all of its obligations hereunder (including, but not limited to, the payment of rental) through the date of such termination and shall not relieve either party from performing any obligation that, pursuant to the terms of the Lease, survives the termination of the Lease.

3. Base Rental. Commencing on the **June 1, 2013** (the "**Rental Commencement Date**") and thereafter on or before the first day of each succeeding month during the remaining term of this Lease, Tenant shall pay to Landlord, in advance, without offset, abatement or demand, base rental for the Premises in the initial amount of **ONE THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS (\$1,950.00)**. The amount of the monthly base rental shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U)(1982-1984 = 100) U.S. City Average, All Items ("**Index**") as set forth below. If the Index has changed so that the base year differs from that used in this Paragraph, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

The "**Adjustment Date**" shall mean the first anniversary of the Rental Commencement Date and each anniversary thereof during the term of this Lease. The Index published nearest to the Rental Commencement Date shall be the "**Base Index**". The Index published nearest to the date three (3) months prior to the then current Adjustment Date shall be the "**Adjustment Index**".

On each Adjustment Date, the monthly base rental shall be adjusted by multiplying the monthly base rental payable under this Lease at the Rental Commencement Date by a fraction, the numerator of which fraction is the applicable Adjustment Index and the denominator of which fraction is the Base Index. The amount so determined shall be the monthly base rental payable under the Lease beginning on the applicable Adjustment Date and until the next Adjustment Date (if any).

Except in the event of default, base rental for any partial rental periods shall be prorated. The acceptance by Landlord of base rental shall not constitute a waiver of any of Landlord's rights or remedies under this Lease. All payments of base rental, and any additional rental payable hereunder, shall be sent to the Treasurer of Landlord at P.O. Box 116944, Atlanta, Georgia 30368-6944, or such other address as Landlord may designate in any invoice delivered to Tenant. Prior to or simultaneously with Tenant's execution of this Lease, Tenant has paid to Landlord (a) a non-refundable, administrative fee in the amount of \$500.00, and (b) the first installment of base rental due hereunder. In the event Tenant fails to pay base rental or any other payment called for under this Lease on or before the due date, Tenant shall pay a late charge equal to five percent (5%) of the unpaid amount. In addition, any sum not paid within thirty (30) days of its due date shall accrue interest thereafter until paid at the rate per annum equal to the lesser of (a) the highest interest rate permitted by applicable law; or (b) eighteen percent (18%).

5. Utilities. Landlord shall have no obligation to provide light, water, heat, air conditioning or any other utilities or services to the Premises. Tenant shall place any and all utility and service related bills in its name and shall timely pay the same, along with all assessments or other governmental fees or charges pertaining to the Premises. If Tenant does not pay same, Landlord may (but shall not be obligated to) pay the same, including any and all late fees and penalties, and such payment shall be added to and treated as additional rental of the Premises.

6. Maintenance and Repairs. Tenant, at its sole cost, shall keep and maintain all of the Premises (including, but not limited to, all structural and non-structural components thereof and all systems) in good order and repair (including replacements) and shall keep the Premises free of pests and rodents. Tenant hereby waives (a) any rights at law or in equity to require Landlord to perform any repair, replacement or maintenance to the Premises, and (b) any right to abate rental or terminate this Lease due to the failure by Landlord to perform any repairs, replacements or maintenance. Tenant shall not create any lien, charge or encumbrance upon the Premises, and Tenant shall promptly remove or bond over any such lien, charge or encumbrance.

7. Modifications and Alterations to the Premises. Tenant shall make no modifications, alterations or improvements to the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Any modifications or alterations consented to by Landlord shall be completed in a good, workmanlike and lien-free manner, in accordance with all applicable laws, codes, regulations and ordinances and by contractors approved by Landlord. Unless otherwise agreed by the parties hereto, any alterations or improvements to the Premises made by Tenant shall become the property of Landlord; provided, however, Landlord, at its option, may require Tenant to remove any improvements or repair any alterations in order to restore the Premises to the condition existing at the time Tenant took possession. Notwithstanding the foregoing, Tenant may remove any

moveable equipment or trade fixtures owned by Tenant during the term of this Lease, provided that any damage caused by such removal shall be repaired by Tenant in a manner acceptable to Landlord.

8. **Return of Premises.** Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this Lease in the same condition and repair as when first received, normal wear and tear excepted. Tenant agrees to remove its moveable equipment and trade fixtures from the Premises at the expiration or prior termination of this Lease. Tenant shall immediately repair any damage arising out of any such removal in a manner acceptable to Landlord. Failure to comply with this Paragraph 7 will constitute holding over by Tenant.

9. **Destruction of or Damage to Premises.** If all or substantially all of the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. In the event of such termination, rental shall be prorated and paid up to the date of such casualty. In no event shall Tenant have any right to terminate this Lease if the casualty in question was caused or contributed to by Tenant, its agents, employees, contractors or invitees.

10. **Indemnity.** Except for damage caused solely by Landlord's negligence, Tenant agrees to indemnify, defend and save harmless Landlord, Landlord's parent companies, subsidiaries, affiliates, lessors, licensors, and subsidiaries of parent companies (collectively the "**Landlord Related Entities**") and Landlord's and Landlord's Related Entities' officers, directors, members, shareholders, lenders, agents and employees (collectively the "**Landlord Entities**") against all claims (including but not limited to claims for bodily injury, death or property damage), economic losses, liabilities, costs, injuries, damages, actions, mechanic's liens, losses and expenses (including but not limited to reasonable attorney's fees and costs) to whomsoever, including, but not limited to, Tenant's agents, workmen, servants or employees, or whatsoever occurring (collectively, "**Claims**") arising out of or relating to Tenant's use or occupancy of the Premises. To the fullest extent permitted by applicable laws, Tenant hereby waives and releases the Landlord Entities from any Claims (including but not limited to Claims relating to interruptions in services) arising out of or relating in any way to the Tenant's use or occupancy of the Premises.

11. **Governmental Orders.** Tenant agrees, at its own expense, to comply with all laws, orders, regulations, ordinances or restrictions applicable by reason of Tenant's use or occupancy of the Premises or operation of its business.

12. **Condemnation.** If the Premises or such portion thereof as will make the Premises unusable for the purpose herein leased shall be condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then this Lease shall terminate as of the date of such condemnation or sale, and rental shall be accounted for between Landlord and Tenant as of such date. All condemnation awards shall belong to Landlord; provided, however, and to the extent permitted under applicable law, Tenant shall be entitled to file a separate claim against the condemning authority for loss of its personal property and moving expenses so long as the filing of such claim does not affect or reduce Landlord's claim as to such awards or proceeds.

13. **Assignment.** Tenant may not assign this Lease or any interest thereunder or sublet the Premises in whole or in part or allow all or a portion of the Premises to be used by a third party without the prior written consent of Landlord. If Tenant is a corporation, partnership, limited liability company or other entity, the transfer of more than fifty percent (50%) of the ownership interests of Tenant or the transfer of a lesser percentage which results in a transfer of control of Tenant (WHICH INCLUDES, WITHOUT LIMITATION, TRANSACTIONS IN WHICH TENANT SELLS ITS BUSINESS, SELLS ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF ITS BUSINESS OR MERGES OR

CONSOLIDATES WITH ANOTHER ENTITY), whether in one transaction or a series of related transactions, shall constitute an assignment for purposes of this Lease. All requests for an assignment or sublease shall be accompanied by a copy of the proposed assignment or sublease agreement and an administrative fee in the amount of \$750.00. Any assignee shall become liable directly to Landlord for all obligations of Tenant hereunder. No such assignment or sublease nor any subsequent amendment of the Lease shall release Tenant or any guarantor of Tenant's obligations hereunder. If any such subtenant or assignee pays rental in excess of the rental due hereunder or if Tenant receives any other consideration on account of any such assignment or sublease, Tenant shall pay to Landlord, as additional rent, one-half of such excess rental or other consideration upon the receipt thereof. Any assignment or sublease made in violation of this Paragraph 12 shall be void and shall constitute a default hereunder.

14. Environmental. Tenant covenants that neither Tenant, nor any of its agents, employees, contractors or invitees shall cause or permit any aboveground or underground storage tanks or associated piping (collectively "**Tanks**") to be located on or under the Premises or any Hazardous Materials (as hereinafter defined) to be stored, handled, treated, released or brought upon or disposed of on the Premises. Tenant shall comply, at its own expense, with any and all applicable laws, ordinances, rules, regulations and requirements respecting solid waste, hazardous waste, air, water, pollution or otherwise relating to the environment or health and safety (collectively "**Environmental Laws**"). Tenant shall not under any circumstance dispose of trash, debris or wastes on the Premises and will not conduct any activities on the Premises which require a hazardous waste treatment, storage or disposal permit. As used herein, the term "**Hazardous Materials**" means asbestos, polychlorinated biphenyls, oil, gasoline or other petroleum based liquids, and any and all other materials or substances deemed hazardous or toxic or regulated by applicable laws, including but not limited to substances defined as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. 6901 et seq. (or any state counterpart to the foregoing statutes) or determined to present the unreasonable risk of injury to health or the environment under the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq. Tenant shall indemnify, defend and hold the Landlord Entities harmless from and against any and all claims, judgments, damages, penalties, fines, costs (including without limitation, consultant's fees, experts' fees, attorney's fees, investigation and cleanup costs and courts costs), liabilities or losses resulting from (1) the storage, handling, treatment, release, disposal, presence or use of Hazardous Materials in, on or about the Premises from and after the date of this Lease or (2) the violation by Tenant of any provision of any Environmental Laws. Without limiting the generality of the foregoing indemnity, in the event Landlord has reason to believe that the covenants set forth in this Paragraph 13 have been violated by Tenant, Landlord shall be entitled, at Tenant's sole expense, to take such actions as Landlord deems necessary in order to assess, contain, delineate and/or remediate any condition created by such violation. Any sums expended by Landlord shall be reimbursed by Tenant, as additional rental, within thirty (30) days after demand therefor by Landlord. Landlord has the right to enter the Premises at all reasonable times for purposes of inspecting the Premises in order to evaluate Tenant's compliance with the covenants of this Paragraph 13. In the event Tenant delivers or receives any notices or materials from any governmental or quasi-governmental entity and such notices or materials relate to Tanks or Hazardous Materials in, on or about the Premises, Tenant shall immediately send to Landlord a copy of such notices or materials. Tenant shall also provide Landlord with a detailed report relating to any release of a Hazardous Material in, on or about the Premises whenever such release is required to be reported to governmental authorities pursuant to the Environmental Laws. Upon the expiration or earlier termination of this Lease, Landlord shall have the right to cause to be performed such environmental studies of the Premises by an environmental consultant as are necessary to determine whether any Hazardous Materials have been stored, handled, treated, released, brought upon or disposed of on the Premises during the term of this Lease in violation of the terms hereof. If any such study reveals any violation of this Lease, Tenant shall promptly reimburse Landlord for the costs of such studies and Tenant shall immediately undertake a further investigation, if necessary, and remediation of such contamination. Landlord may

undertake such investigation and remediation if Tenant fails to do so within a reasonable time frame, in which case Tenant shall promptly reimburse Landlord for the cost of same within thirty (30) days after demand therefore by Landlord. The obligations of this Paragraph 13 shall survive the expiration or earlier termination of this Lease.

15. Default; Remedies. In the event (i) any payment of rental or other sum due hereunder is not paid within ten (10) days after the due date thereof; (ii) the Premises shall be deserted or vacated; (iii) Tenant shall fail to comply with any term, provision, condition or covenant of this Lease, other than an obligation requiring the payment of rental or other sums hereunder, and shall not cure such failure within twenty (20) days after notice to the Tenant of such failure to comply; (iv) Tenant shall attempt to violate or violate Paragraph 12 above; or (v) Tenant or any guarantor shall file a petition under any applicable federal or state bankruptcy or insolvency law or have any involuntary petition filed thereunder against it, then Landlord, in addition to any remedy available at law or in equity, shall have the option to do any one or more of the following:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Tenant agrees to indemnify the Landlord Entities for all loss, damage and expense which Landlord may suffer by reason of such termination.

(b) Without terminating this Lease, terminate Tenant's right of possession, whereupon rental shall continue to accrue and be owed by Tenant hereunder. Thereafter, at Landlord's option, Landlord may enter upon and relet all or a portion of the Premises (or relet the Premises together with any additional space) for a term longer or shorter than the remaining term hereunder and otherwise on terms satisfactory to Landlord. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rental hereunder and all net sums received by Landlord on account of such reletting (after deducting all costs incurred by Landlord in connection with any such reletting, including without limitation, tenant improvement costs, brokerage commissions and attorney's fees).

(c) Pursue a dispossessory, eviction or other similar action against Tenant, in which event Tenant shall remain liable for all amounts owed hereunder, including amounts accruing hereunder from and after the date that a writ of possession is issued.

(d) Perform any unperformed obligation of Tenant, including, but not limited to, cleaning up any trash, debris or property remaining in or about the Premises upon the expiration or earlier termination of this Lease. Any sums expended by Landlord shall be repaid by Tenant, as additional rent, within ten (10) days after demand therefor by Landlord.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies available at law or in equity. Tenant agrees to pay all costs and expenses, including, but not limited to, reasonable attorney's fees and consultant's fees, incurred by Landlord in connection with enforcing the performance of any of the provisions of this Lease, whether suit is actually filed or not. Acceptance of rental or any other sums paid by Tenant shall not constitute the waiver by Landlord of any of the terms of this Lease or any default by Tenant hereunder. Landlord shall not be required to mitigate damages, and the parties intend to waive any burden that applicable law may impose on Landlord to mitigate damages; provided, however, if applicable law nevertheless requires Landlord to mitigate damages then (i) Landlord shall have no obligation to treat preferentially the Premises compared to other premises Landlord has available for leasing; (ii) Landlord shall not be obligated to expend any efforts or any monies beyond those Landlord would expend in the ordinary course of leasing space; and (iii) in

evaluating a prospective reletting of the Premises, the term, rental, use and the reputation, experience and financial standing of prospective tenants are factors which Landlord may properly consider.

16. Signs; Entry by Landlord. Landlord may place "For Lease" signs upon the Premises one hundred twenty (120) days before the termination of this Lease and may place "For Sale" signs upon the Premises at any time. Landlord may enter the Premises with prior notice to Tenant at reasonable hours during the term of this Lease (a) to show the same to prospective purchasers or tenants, (b) to make repairs to Landlord's adjoining property, if any, (c) to inspect the Premises in order to evaluate Tenant's compliance with the covenants set forth in this Lease, or (d) to perform activities otherwise permitted or contemplated hereby.

17. No Estate in Land. This Lease shall create the relationship of landlord and tenant between Landlord and Tenant; Tenant's interest is not assignable by Tenant except as provided in Paragraph 12, above.

18. Holding Over. If Tenant remains in possession of the Premises after expiration of the term hereof with Landlord's written consent, Tenant shall be a month-to-month tenant upon all the same terms and conditions as contained in this Lease, except that the base rental shall become two times the then current base rental, and there shall be no renewal of this Lease by operation of law. Such month-to-month tenancy shall be terminable upon thirty (30) days written notice by either party to the other. Tenant waives any right that it may have to additional notice pursuant to applicable law. If Tenant remains in possession of the Premises after the expiration of the term hereof without Landlord's written consent, Tenant shall be a tenant at sufferance subject to immediate eviction. In such event, in addition to paying Landlord any damages resulting from such holdover, Tenant shall pay base rental at the rate of three times the then current base rental. In such circumstance, acceptance of base rental by Landlord shall not constitute consent or agreement by Landlord to Tenant's holding over and shall not waive Landlord's right to evict Tenant immediately.

19. Notices. Any notice given pursuant to this Lease shall be in writing and sent by certified mail, return receipt requested, by hand delivery or by reputable overnight courier to:

(a) Landlord: c/o Director Real Estate, Norfolk Southern Corporation, 1200 Peachtree Street, NE – 12th Floor, Atlanta, Georgia 30309-3579, or at such other address as Landlord may designate in writing to Tenant.

(b) Tenant: c/o Parking Facilities Manager, City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi 39403, or at such other address as Tenant may designate in writing to Landlord.

Any notice sent in the manner set forth above shall be deemed delivered three (3) days after said notice is deposited in the mail if sent by certified mail (return receipt requested), or upon receipt if sent by hand delivery or reputable overnight courier. Any change of notice address by either party shall be delivered to the other party by the manner of notice required hereby.

20. Track Clearance. Notwithstanding anything contained in this Lease, and irrespective of the sole, joint, or concurring negligence of Landlord, Tenant shall assume sole responsibility for and shall indemnify, save harmless and defend the Landlord Entities from and against all claims, actions or legal proceedings arising, in whole or in part, from the conduct of Tenant's operations, or the placement of Tenant's fixtures, equipment or other property, within twenty-five feet (25') of Landlord's tracks, if any, located on or adjacent to the Premises. In this connection it is specifically understood that knowledge on

the part of Landlord of a violation of the foregoing clearance requirement, whether such knowledge is actual or implied, shall not constitute a waiver and shall not relieve Tenant of its obligations to indemnify the Landlord Entities for losses and claims resulting from any such violation.

21. Brokerage. Landlord and Tenant hereby covenant and agree to indemnify and hold the other harmless from and against any and all loss, liability, damage, claim, judgment, cost and expense (including without limitation attorney's fees and litigation costs) that may be incurred or suffered by the other because of any claim for any fee, commission or similar compensation with respect to this Lease, made by any broker, agent or finder claiming by, through or under the indemnifying party, whether or not such claim is valid.

22. Tenant's Insurance. Tenant shall procure and maintain, at all times and at its expense, in a form and with an insurance company acceptable to Landlord, Commercial General Liability Insurance for the Premises. Such coverage shall (a) have a single limit of not less than \$2,000,000.00 for each occurrence (or such greater amount over time so as to be commercially reasonable) and shall provide for a deductible of not more than \$5,000.00, (b) cover Tenant's contractual liability hereunder, (c) cover Tenant and Landlord for liability arising out of work performed by any third parties for Tenant in or about the Premises, (d) name the Landlord Entities as additional insureds, and (e) be considered primary and noncontributory, regardless of any insurance carried by Landlord. Any property insurance maintained by Tenant on its furniture, fixtures, equipment and personal property shall include a waiver of subrogation in favor of Landlord. Tenant shall deliver certificates of insurance evidencing the insurance required hereinabove to Landlord simultaneously with the execution of this Lease by Tenant, which certificates shall reflect that the policies shall not be canceled without at least thirty (30) days prior notice to Landlord. If Tenant fails to obtain the necessary coverages, Landlord may do so at Tenant's expense and the same shall constitute additional rental. All insurance certificates should be delivered to Landlord's Risk Management Department, Three Commercial Place, Norfolk, Virginia 23510, simultaneously with the execution of this Lease by Tenant. The minimum limits of insurance provided for hereunder are not intended to be a limitation on the liability of Tenant hereunder and shall not waive Landlord's right to seek a full recovery from Tenant.

23. Taxes. Tenant agrees to reimburse Landlord, as additional rental, for all real estate taxes and assessments (regular or special) pertaining to the Premises ("**Taxes**") paid by Landlord with respect to the Premises. Landlord may, but shall not be obligated to, invoice Tenant for the estimated Taxes for each calendar year (but no more frequently than monthly), which amount shall be adjusted each year based upon anticipated Taxes. If the Premises are part of a larger tract, the Taxes for which Tenant is responsible for reimbursing Landlord pursuant to the terms hereof shall be the share of such total Taxes that Landlord reasonably determines are applicable to the Premises, giving due consideration to the relative value of the Premises and the value of the land and improvements reflected in the applicable tax valuation. Upon request from Tenant, Landlord shall provide Tenant with copies of tax bills for the Taxes. If Landlord has been invoicing Tenant for Taxes and the tax bills indicate that the total of the payments made by Tenant exceeds the amount of Taxes applicable to the Premises, Landlord shall credit any such amount against the Tax reimbursement payment next coming due. In the event the accounting shows that the total of the Tax payments made by Tenant is less than the amount of Tax payment due from Tenant under this Paragraph, the accounting shall be accompanied by an invoice for the additional payment. During the year in which the Lease terminates, Landlord shall have the option to invoice Tenant for Taxes based upon the previous year's Taxes. If this Lease commences on a day other than the first day of a tax year or ends on a day other than the last day of a tax year, the amount of any Taxes payable by Tenant applicable to the year in which the term commences or ends shall be prorated. Tenant agrees to pay any sum due under this Paragraph within ten (10) days following receipt of the invoice showing the amount due.

23. Rent Increase Notice. In addition to the rights set forth in Article 14 above, but no sooner than one (1) year after the date of this Lease, Landlord shall have the right, from time to time, to send Tenant a rent increase notice in a form substantially similar to that attached hereto as Exhibit "C" and made a part hereof. If Tenant either agrees to such rent increase or elects to remain on the Premises beyond the stated termination date in the rent increase notice, then such increase shall take effect in the manner prescribed in Tenant's rent increase notice without the need for any further documentation.

24. Joint and Several. If Tenant comprises more than one person, corporation, partnership or other entity, the liability hereunder of all such persons, corporations, partnerships or other entities shall be joint and several.

25. No Warranties; Entire Agreement. TENANT ACCEPTS THE PREMISES "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF QUIET ENJOYMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. LANDLORD SHALL NOT BE LIABLE FOR, AND TENANT HEREBY RELEASES LANDLORD FROM ALL CLAIMS FOR ECONOMIC LOSSES AND ALL OTHER DAMAGE OF ANY NATURE WHATSOEVER ACCRUING TO TENANT, INCLUDING, BUT NOT LIMITED TO THE VALUE OF ANY BUILDINGS, STRUCTURES OR IMPROVEMENTS OF TENANT UPON THE PREMISES, RESULTING FROM OR ARISING BY REASON OF ANY DEFICIENCY, INSUFFICIENCY OR FAILURE OF TITLE OF LANDLORD. THIS LEASE CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES HERETO AS TO THE PREMISES, AND NO REPRESENTATIONS, INDUCEMENTS, PROMISES OR AGREEMENTS, ORAL OR OTHERWISE, BETWEEN THE PARTIES, NOT EMBODIED HEREIN, SHALL BE OF ANY FORCE OR EFFECT.

26. Survival. The provisions of Paragraphs 6, 7, 9, 13, 17, 20 and 22 shall survive the expiration or earlier termination of this Lease.

27. Miscellaneous. Knowledge on the part of Landlord or any employee, agent or representative of Landlord of any violation of any of the terms of this Lease by Tenant shall constitute neither negligence nor consent on the part of Landlord, and shall in no event relieve Tenant of any of the responsibilities and obligations assumed by Tenant in this Lease. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Subject to the terms of Paragraph 12 above, this Lease shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Landlord and Tenant. If any term, covenant or condition of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons, entities or circumstances other than those which or to which used may be held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law. Time is of the essence in this Lease. Neither party shall be bound hereunder until such time as both parties have signed this Lease. This Lease shall be governed by the laws of the State or Commonwealth in which the Premises are located.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, effective the day and year first above written.

Witness:

Signature

Name: _____

Witness:

Signature

Name: _____

Witness:

Signature

Name: _____

Witness:

Signature

Name: _____

ASP:slc/ April 02, 2013/ 1164053/ 1025326v1

LANDLORD:

**THE ALABAMA GREAT SOUTHERN RAILROAD
COMPANY**
an Alabama corporation

By: _____

Name: _____

Title: _____

Date of Landlord Signature: _____

[SEAL]

TENANT:

CITY OF HATTIESBURG
a Mississippi government entity

By: _____

Name: _____

Title: _____

Date of Tenant Signature: _____

[SEAL]



NORFOLK SOUTHERN RAILWAY COMPANY
Real Estate Department

Railroad:	The Alabama Great Southern Railroad Company		
Location:	Hattiesburg, Forrest County, MS		
Licensee:	City of Hattiesburg		
Area:	+/- 2.25 acres		
Maps:	V 2 M 1AS	Milepost:	NO 85.6
Activity No:	1164053	Exhibit A	
Date:	March 25, 2013	Not To Scale	



EXHIBIT B

RIDER TO LEASE AGREEMENT BY AND BETWEEN THE THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY, AS LANDLORD, AND CITY OF HATTIESBURG, AS TENANT

This rider is attached to and made a part of the referenced Lease Agreement. In the event of an inconsistency between the terms of this Rider and the terms of the Lease agreement, the terms of this Rider shall control.

1. Supersede and Cancel. This Lease Agreement hereby supersedes and cancels the following leases as of the effective date hereof:

a) the Lease dated February 11, 1918, as amended, between The Alabama Great Southern Railroad Company (Railroad Company), (fka New Orleans and Northeastern Railroad Company) and City of Hattiesburg (the City) concerning the use of 3,920 square feet of property, more or less, at Hattiesburg, Forrest County, Mississippi. (Custodian No. 29057/ Billing ID 105608/23278);

b) the Lease dated February 1, 1999, as amended, between The Alabama Great Southern Railroad Company (Company) and City of Hattiesburg (Licensee) concerning the use of 51,820 square feet or property, more or less, at Hattiesburg, Forrest County, Mississippi. (Custodian No. 75231/ Billing ID 105608/23293);

2. Tenant-Owned Improvements. Tenant shall have the right to use and maintain the existing Tenant-Owned paved parking lot (the "Tenant-Owned Improvements") located upon the Premises. Said Tenant-Owned Improvements shall not become fixtures upon the realty, but shall remain the property of Tenant and shall be removed from the Premises upon termination or expiration of the Lease.

EXHIBIT C

SAMPLE LETTER

Date
Activity Number

UPS GROUND
Mr. John Q. Tenant
XYZ Company
12345 Main Street
Anytown, State USA

RE: Anytown, County, State – Lease dated _____ between Norfolk Southern Railway Company (“Landlord”) and XYZ Company (“Tenant”) covering real property.

Dear Mr. Tenant:

Norfolk Southern Corporation is currently conducting a review of property value and rent structure for all real estate leases for its subsidiaries (including Landlord). Review of the captioned Lease indicates the current rent is below market value. While we endeavor to keep the rent reasonable, it has become necessary to make some adjustments. Therefore, we find it necessary to amend the Lease as follows:

1. The current rent will be increased from \$_____ to \$_____, effective “date in the future” (“the Commencement Date”), payable in advance, as provided in the Lease.
2. Hereafter, on each anniversary of the Commencement Date, the rent will be changed by the same percentage change as reflected in the “Consumer Price Index for All Urban Consumers (CPI_U) (1982-1984=100) U. S. City Average, All Items: compiled by the Bureau of Labor Statistics of the United States Department of Labor (the “Index”). In no event, however, will the adjusted rent be less than the rent of the immediately preceding year.

All other terms and conditions of the Lease will remain unchanged and in full force and effect.

Landlord will regard your remaining on the property after the above Commencement Date as your acknowledgment and acceptance of the rental increase and agreement that the Lease is amended.

If you have any questions or no longer wish to lease this property, please provide written notice to this office within thirty (30) days from the date of this letter. If termination is necessary, Tenant will be required to vacate, remove any Tenant-owned improvements from the property, and otherwise act in accordance with the Lease.

We appreciate having you as a Tenant and hope you will continue to lease this property.

Sincerely,

/s/
John Q. Agent



City of Hattiesburg, MS

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

Master

File Number: 2013-0197

File ID: 2013-0197

Type: Regular Agenda Item

Status: Removed

Version: 1

Reference:

In Control: City Council

File Created: 04/03/2013

Brief Title: Bill Powe Pool Contract

Final Action: 04/16/2013

Minute Book Number: MB2013-122

Title:

Authorize Mayor to Execute Duplicate Original Contract between the City of Hattiesburg Parks and Recreation Department and W.A. Powe Aquatics, LLC., for the Management Operation of the City of Hattiesburg Summer Aquatics Program.

Notes:

Sponsors:

Enactment Date:

Attachments: Pool Contract-Bill Powe, executed Pool Contract-Bill Powe

Enactment Number:

Contact:

Meeting Date: 04/16/2013

Drafter: Ann Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/16/2013	Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Authorize Mayor to Execute Duplicate Original Contract between the City of Hattiesburg Parks and Recreation Department and W.A. Powe Aquatics, LLC., for the Management Operation of the City of Hattiesburg Summer Aquatics Program.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							

Yea: 5 President Bradley
Council Member Delgado
Council Member Carroll
Vice President Ware
Council Member Naylor
TEL-No Vote: 0

Text of Legislative File 2013-0197

Title

Authorize Mayor to Execute Duplicate Original Contract between the City of Hattiesburg Parks and Recreation Department and W.A. Powe Aquatics, LLC., for the Management Operation of the City of Hattiesburg Summer Aquatics Program.

Summary

Agreement

Budget Information

Funding for this program in 002315.

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
PARKS AND RECREATION DEPARTMENT
POOL MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into on this the 16th day of April,
2013, between the City of Hattiesburg, Mississippi, hereinafter referred to as "City" and
W. A. Powe Aquatics LLC, hereinafter referred to as "Contractor".

WHEREAS, the City is the owner of three (3) swimming pool facilities located at Dahmer Park
Pool, Ben McNair Recreation Center Pool, and Scott Jones Jr. Pool at C.E. Roy Community
Center.

WHEREAS, the Contractor is willing to undertake the obligations herein set forth in order
to provide Aquatic activities and services at said facilities.

NOW, THEREFORE, in consideration of the promises and of the covenants herein
expressed, the City and Contractor mutually agree as follow:

SECTION I

GENERAL TERMS AND CONDITIONS

1.0 TERM OF AGREEMENT

1.1 The Agreement shall commence on or about April 1, 2013, and shall end
August 30, 2013, unless terminated earlier under provisions herein.

2.0 TERMINATION AND CANCELLATION

- 2.1 The City may terminate this contract at any time by delivery of written notice stating
the contract will terminate within ninety (90) days from date of the receipt of said
notice.
- 2.2 The Contractor may terminate this contract at any time by delivery of written notice
Stating the contract will terminate within ninety (90) days from date of receipt of said
notice.

3.0 NEGOTIATIONS

3.1 The City reserves the right to negotiate all elements which comprise the Contractor's
proposal to ensure the best possible consideration is afforded to all concerned

4.0 LEGAL RELATIONSHIPS

4.1 It is understood and hereby agreed by the parties the Contractor is and shall be an

Independent contractor and shall control all ways, means and details incident to the performance of him/herself and his/her agents and employees under this contract. Neither the Contractor nor his/her agents or employees shall be subject to the personnel policies of the City, nor participate in the benefits which accrue to City employees. Both parties agree to indemnify and hold harmless each other from any and all claims or losses which may result from any negligence or misconduct on the part of either party, agents, employees or representatives.

5.0 LAWS, STATUS AND OTHER GOVERNMENTAL PROVISIONS

- 5.1 The Contractor shall at all times observe and comply with all Federal and State Laws and City Ordinances and Regulation which affect the operation of Pool Facilities and will comply with all orders, laws, ordinances and regulations which may be enacted by a body having jurisdiction over such facilities.
- 5.2 The Contractor further agrees to procure all permits and licenses, pay all charges and fees, and give all notices necessary to the lawful operation of Pool Facilities.

6.0 EQUAL OPPORTUNITY

- 6.1 The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end, in accordance with Title VI of the Act and the regulations, no person in the United States shall, on the grounds of race, color, age, sex, disability or national origin be excluded from participation in , be denied the benefits of, or be otherwise subjected to discrimination as a result of any use or activity at the stated premises.
- 6.2 In the event the Contractor does not comply with the non-discrimination clauses of the Agreement, the Agreement may be cancelled, terminated or suspended in whole or in part, and the Contractor may be barred from further contracts with the City of Hattiesburg, Mississippi.

SECTION II
INSURANCE

3.0 INSURANCE COVERAGE

- 3.1 The Contractor shall procure and thereafter, keep in full force and effect during the term of this Agreement liability insurance coverage in the amount of at least \$ 1,000,000.
- 3.2 A Certificate of Insurance evidencing such coverage shall be provided by the Contractor prior to assuming operation of Pool Facilities.

SECTION III
SPECIFIC DUTIES

1.0 SPECIFIC DUTIES

- 1.1 Contractor shall organize and manage the City of Hattiesburg Summer Aquatics Program.
- 1.2 Contractor shall oversee hiring, training (certification), and supervision of all City of Hattiesburg pool staff including, but not limited to lifeguards, water safety instructors, head lifeguards and other pool related staff to assist it in the performance of this Agreement.
- 1.3 Contractor shall provide all lifeguard training and certification
- 1.4 Contractor shall provide all lifeguard manager training for head lifeguards

- 1.5 Contractor shall provide weekly in-service training for staff
- 1.6 Contractor shall provide daily staff meetings with head lifeguards
- 1.7 Contractor shall provide lifeguard management
- 1.8 Contractor shall provide program management
 - 1.8.1 Includes group swim scheduling and coordination.
 - 1.8.2 Includes staff scheduling and work hour submission to City timekeeper.
 - 1.8.3 Includes daily fee collection and submission to City Recreation Department.
 - 1.8.4 Includes other duties or tasks necessary for a complete and professional management of the City of Hattiesburg Summer Aquatics Program.
- 1.9 Contractor shall provide pool maintenance
 - 1.9.1 Includes water chemistry maintenance
 - 1.9.2 Includes vacuuming, brushing, skimmer cleaning, backwashing, etc
 - 1.9.3 Includes other maintenance duties as necessary for pool maintenance.
- 1.10 Contractor shall provide swim lessons during group swims as available
- 1.11 Contractor shall provide water safety instructor training to City staff as available
- 1.12 Performance reports are to be provided by the Contractor to the City daily. Records to be kept :
 - a. Daily pool group attendance, daily lesson participation, daily public swim attendance and names.
 - b. Fee collection data per pool
 - c. Daily water chemistry (hourly) data for chlorine and Ph.
- 1.13 The Contractor shall promptly inform the Director of Parks and Recreation of any and all damage or need for repair to any of the Pool Facilities.
- 1.14 The Contractor shall indemnify and hold harmless the City from all expenses, damages, attorneys' fees and other costs arising from any claim or suit in whole or in part from any claim or suit in whole or in part from any alleged failure or negligence of Contractor in operation of the City of Hattiesburg Summer Aquatics Program and/or any tort committed by Contractor and/or the Contractor's employee.

2.0 SUPPLY AND MAINTENANCE OF EQUIPMENT AND LIFEGUARD STAFF

- 2.1 The City shall supply and maintain all pool mechanical equipment located at the Pool facilities.
- 2.2 Equipment owned by the contractor will be maintained at its own expense.
- 2.3 The City shall supply pool chemicals.
- 2.4 The City shall provide vacuum equipment.
- 2.5 The Contractor shall notify the City's Director of Parks and Recreation when City – owned equipment is in need of maintenance. The City shall perform such maintenance at its own cost and expense.
- 2.6 The Contractor agrees to surrender City-owned equipment in good condition, normal wear and tear expected, at the termination of this Agreement or when the Contractor vacates the premises.

SECTION IV

COMPENSATION

The City of Hattiesburg shall pay the Contractor a total of \$20,000 for the above-mentioned services.

IN WITNESS WHEREOF City and Contractor have executed this Agreement on the day and year first above written.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Mayor

CONTRACTOR

BY: _____

CITY OF HATTIESBURG
PARKS AND RECREATION DEPARTMENT
POOL MANAGEMENT AGREEMENT

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2013, between the City of Hattiesburg, Mississippi, hereinafter referred to as "City" and
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- 6.2 In the event the Contractor does not comply with the non-discrimination clauses of the Agreement, the Agreement may be cancelled, terminated or suspended in whole or in part, and the Contractor may be barred from further contracts with the City of Hattiesburg, Mississippi.

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- 2.6 The Contractor agrees to surrender City-owned equipment in good condition, normal wear and tear expected, at the termination of this Agreement or when the Contractor vacates the premises.

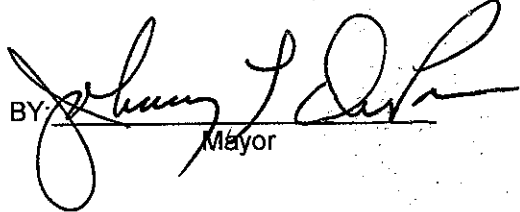
SECTION IV

COMPENSATION

The City of Hattiesburg shall pay the Contractor a total of \$20,000 for the above-mentioned services.

IN WITNESS WHEREOF City and Contractor have executed this Agreement on the day and year first above written.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 
Mayor

CONTRACTOR

BY: _____



City of Hattiesburg, MS

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

Master

File Number: 2013-0205

File ID: 2013-0205

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/08/2013

Brief Title: USDOJ Jail Diversion 2013 application

Final Action: 04/16/2013

Minute Book Number: MB2013-122

Title:

Authorize submittal of USDOJ 2013 Jail Diversion Program grant in the amount of \$250,000.

Notes: applied electronically through Grants.gov
submitted March 22, 2013
\$200,000 Fed / \$50,000 local in-kind match

Sponsors:

Enactment Date:

Attachments: USDOJ Jail Div ext 2013 app pkt, USDOJ Jail Div ext 2013 other docs

Enactment Number:

Contact:

Meeting Date:

Drafter: Brett Benson

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/16/2013	Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Authorize submittal of USDOJ 2013 Jail Diversion Program grant in the amount of \$250,000.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2013-0205

Title

Authorize submittal of USDOJ 2013 Jail Diversion Program grant in the amount of \$250,000.

Summary

2013 USDOJ Jail Diversion (Justice and Mental Health Collaboration) grant

Budget Information

\$200,000 Federal / \$50,000 local in-kind match

Expenditure Type

Grant Application

Purchasing Item

Publication Information

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Hattiesburg Behavioral Health Court Expansion Project

ABSTRACT

The Hattiesburg Municipal Court and treatment partner, Pine Belt Mental Healthcare Resources, are applying for funding to expand the operations of the Hattiesburg Behavioral Health Court located in Hattiesburg, Mississippi. The court will target individuals with MH disorders who 1) have come into contact with the criminal justice system; 2) exhibit increased risk for recidivism; and 3) may have a history of trauma. The court plans to divert 96 individuals from jail into treatment. The court serves a city of approximately 50,000 residents. The court is requesting \$250,000 to transform the court's services into a trauma informed system of care. This will include training for all stakeholders on recognizing the signs and symptoms of trauma, screening for trauma, and trauma informed services at each point in the continuum of care.

Budget Detail Worksheet

Purpose: The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Position 1, Coordinator, Bonita Waters	50% of annual salary of \$30,000 x 2 years	\$30,000.00
Position 2 Court Clerk-to be named	50% of annual salary of \$20,000 x 2 years	\$20,000.00
Position 3		
Position 4		
Position 5		
Position 6		
		SUB-TOTAL \$50,000.00

B. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project.

Name/Position	Computation	Cost
Fringe benefit 1, Bonita Waters, Coordinator	25% of salary X2 years	\$7,500.00
Fringe benefit 2 Court clerk	25% of salary x 2 years	\$4,000.00
Fringe benefit 3		
Fringe benefit 4		
Fringe benefit 5		
		SUB-TOTAL \$11,500.00
		Total Personnel & Fringe Benefits \$61,500.00

C. Travel - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
Travel entry 1, Grant Orientation Meeting	Washington DC	2 people to 2 day training	\$500 air, \$300 hotel, \$60 me	\$7,100.00
Travel entry 2 National Meeting	Washington DC	3 people to 3 day training	500 air, 300 hotel, 60 meals	\$10,000.00
Travel entry 3				
Travel entry 4				
Travel entry 5				
Travel entry 6				
Travel entry 7				
TOTAL				\$17,100.00

D. Equipment - List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Expendable items should be included either in the "supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation	Cost
Equipment entry 1, one line per entry		
equipment entry 2		
equipment entry 3		
equipment entry 4		
equipment entry 5		
TOTAL		\$0.00

E. Supplies - List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
Supply item 1, one line per entry		
supply item 2		
supply item 3		
supply item 4		
supply item 5		
supply item 6		
supply item 7		
supply item 8		
supply item 9		
TOTAL		\$0.00

F. Construction - As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Check with the program office before budgeting funds in this category.

Purpose	Description of Work	Cost
four lines per entry, use boxes below or an additional page for more space if required		
TOTAL		\$0.00

G. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$450 per day require additional justification and prior approval from OJP.

Name of Consultant	Service Provided	Computation	Cost
Supply item 1, Dr. Wes Johnson	Facilitation of Advisory Board, Assistance w/ evaluation & data collection	\$300/mo., 24 months	\$7,200.00
Supply item 1, To be named	Training on Trauma Informed Systems	\$10,000/year	\$20,000.00
Supply item 1, one line per entry			
Supply item 1, one line per entry			
			<i>Subtotal</i> \$27,200.00

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.)

Item	Location	Computation	Cost
Consultant expense entry 1, one line per	maximum of three lines		
	maximum of three lines		
Consultant expense entry 1, one line per	maximum of three lines		
			<i>Subtotal</i> \$0.00

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item	Cost
Pine Belt Mental Health-Court Liaison-10000/yr, Evaluator-7500/yr,Trainer-5000/yr, Director of Services-10,000/yr, Assessments, treatment & wraparound not covered by Medicaid-35000/yr, Federal Indirect rate of 11.4%-9200	
	\$144,200.00
maximum of four lines	

H. Other Costs - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

Description	Computation	Cost
four lines per entry, use boxes below or an additional page for more space if required		
TOTAL		\$0.00

I. Indirect Costs - Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

Description	Computation	Cost
one line per entry		
TOTAL		\$0.00

Budget Summary- When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Amount
A. Personnel	<u>\$50,000.00</u>
B. Fringe Benefits	<u>\$11,500.00</u>
C. Travel	<u>\$17,100.00</u>
D. Equipment	<u>\$0.00</u>
E. Supplies	<u>\$0.00</u>
F. Construction	<u>\$0.00</u>
G. Consultants/Contracts	<u>\$171,400.00</u>
H. Other	<u>\$0.00</u>
Total Direct Costs	<u>\$250,000.00</u>
I. Indirect Costs	<u>\$0.00</u>
TOTAL PROJECT COSTS	<u>\$250,000.00</u>

Federal Request \$ 200,000⁰⁰

Non-Federal Amount 50,000⁰⁰
 020

TIME TABLE: Hattiesburg Behavioral Health Court Expansion Project

GOAL	OBJECTIVE	ACTIVITY	COMPLETION DATE	STAFF/AGENCY RESPONSIBLE
Increase the number of court participants	Build knowledge about the impact of traumatic stress	-Provide training to raise awareness of impact of chronic stress to Court & Law Enforcement	12/31/2013	Trainer, Coordinator
		-Provide training to raise awareness of impact of chronic stress to MH & medical stakeholders, social services	1/31/2014	Trainer, Coordinator
	Enroll 48 Court participants per year.	-Provide training on transforming system to TI	3/31/2014	Trainer, Coordinator
		-Implement trauma screening & assessments, refer to court	11/1/2013	Coordinator, Court Liaison
Improve participants' MH	Reduce the drop-out percentage of participants	-Use TI language to convince people who refuse tx to enroll in tx	Ongoing	Coordinator, Judge, Liaison
	Enable smooth transitions for each participant that will not discourage his/her recovery.	-Use TI language in recovery support services	Ongoing	Coordinator, Judge, Liaison, Clinicians, CSS
	Provide trauma-informed education and skill building for key stakeholders	-Have cross-disciplinary staffing of cases every other week -Weekly meetings of participants & coordinator	Ongoing	Coordinator, Judge, Liaison, Clinicians, CSS
Decrease law enforcement encounters		-Provide law enforcement role play and coaching -Select a TF EBP and provide training to clinicians	12/31/2014 12/31/2014	Trainer, Coordinator Trainer, Liaison



Pine Belt

MENTAL HEALTHCARE RESOURCES

COVINGTON COUNTY

P.O. Box 1364
Collins, MS 39428
601-765-4514

March 21, 2013

FORREST COUNTY

P.O. Box 18679
Hattiesburg, MS 39404
601-544-4641

Mayor Johnny Dupree, Ph.D.
PO Box 1898
Hattiesburg, MS 39403-1898

Dear Mayor Dupree:

GREENE COUNTY

P.O. Box 526
Leakesville, MS 39451
601-394-5047

JEFF DAVIS COUNTY

P.O. Box 979
Prentiss, MS 39474
601-792-4872

We are very pleased to join with you in the continuation of the Hattiesburg Behavioral Health Court and fully support your proposed project for BJA's Justice and Mental Health Collaboration Program. The decision to assist the mental health consumers who are involved with the criminal justice system in order to function more effectively in the community and achieve his or her full potential is a good one. As a contractor on the project, we have the capability and willingness to provide a comprehensive treatment continuum, grant evaluator, participation in all training, and administrative support for the project.

JONES COUNTY

P.O. Box 113
Laurel, MS 39440
601-649-7921

Providing evidence based treatment for consumers with mental illness is a priority area for the Pine Belt Mental Healthcare Resources, particularly those at high risk of removal from the community. I look forward to our continuing relationship in the service to your community.

LAMAR COUNTY

P.O. Box 489
Purvis, MS 39475
601-794-6543

Sincerely,

MARION COUNTY

P.O. Box 965
Columbia, MS 39429
601-736-6799

Rita Porter, PhD

Rita Porter, Ph.D.
Director of Adult Services

PERRY COUNTY

P.O. Box 1167
Richton, MS 39476
601-788-6308

WAYNE COUNTY

P.O. Box 811
Waynesboro, MS 39367
601-735-3350

ADMINISTRATION

P.O. Box 18679
Hattiesburg, MS 39404
Phone 601-544-4641
Fax 601-582-1607
www.pbmhr.com
info@pbmhr.com



Hattiesburg Behavioral Health Court Expansion Project

NARRATIVE

Statement of the Problem

Status of Current Project: In its first two years of implementation, the Hattiesburg Behavioral Health Court (HBHC) enrolled 59 participants, from which 15 completed their recovery goals, 2 became deceased, 9 (15%) were terminated due to non-compliance and 33 are still active participants. The Court and its collaborators have trained local stakeholders on issues involving individuals living with MH disorders including recognizing signs and symptoms, de-escalation, and crisis intervention. From 2010 through 2012, 34 separate training sessions were attended by 596 stakeholders, representing Hattiesburg Police Department, Hattiesburg Police Training Academy, Southern Regional Public Safety Institute, University of Southern Mississippi Police Department, Forrest General Hospital Police Department, Lamar County Sheriff's Department, Forrest County Sheriff's Department, Mississippi Department of Corrections Probation and Parole, Court Programs, Inc., Hattiesburg Municipal Court, City of Hattiesburg, and Pine Belt Mental Healthcare Resources.

Need for Expansion: The project has been extremely well received by court personnel, law enforcement, City officials, and the public; however, there is a need to expand stakeholders' sensitivity and awareness of life experiences affecting the actions of individuals with mental and behavioral health disorders. Over the two-year period 27 individuals were considered ineligible due to past criminal charges, 9 were terminated, and 23 refused participation. A review of the cases indicated that more cases could have been accepted, saved, and/or engaged if stakeholders were informed regarding the issues of trauma and its impact upon individuals. Trauma, from a

psychological perspective, describes experiences that are so emotionally distressing that they overwhelm an individual's capacity to cope.¹

Trauma is strongly associated with MH disorders, homelessness, and justice involved individuals.^{2 3 4 5 6} Being a combat veteran,^{7 8} person of color,^{9 10 11 12} LGBT,¹³ or experiencing a natural disaster¹⁴ is also associated with higher rates of trauma related disorders. Additionally, survivors of childhood sexual, physical, and/or emotional abuse, neglect, and exposure to other violence (childhood and adult) may result in traumatic responses.^{15 16} Finally, from a trauma-informed perspective, continuous exposure to negative factors, such as extreme poverty or unsafe living conditions, constitutes a form of trauma.¹⁷

Childhood abuse has been shown to play an etiological role in the development of many psychiatric disorders including schizophrenia, conduct disorders, AD/HD, dissociative disorders, personality disorders, anxiety disorders, Post Traumatic Stress Disorder and substance abuse. Numerous studies document the disproportionate prevalence of abuse within those suffering from such disorders. Research within psychiatric hospitals have found up to 81% of patients to have suffered childhood trauma.¹⁸

There is a wide body of research indicating the adverse effects of trauma upon psychosocial development (i.e. personality, capacity for relationships, moral values, and social conduct).^{19 20 21 22} Trauma, especially adverse childhood experiences have a powerful correlation to later life outcomes such as social, emotional, and cognitive impairment; adoption of high risk behaviors, disease; disability; social dysfunction; and early mortality.²³ The demographics of the population served (and potentially served) demonstrate a high likelihood for trauma histories and the need for trauma informed (TI) care. For example: 100% criminal justice population, 71% African American, and 100% with MH disorders. Although the research is clear on the

frequency of trauma's adverse effects, only 3 participants were diagnosed with a trauma related MH disorder.

There is a need to train all stakeholders, including MH service providers. The MH system as a whole is under stress and chronic chaos.^{24 25 26 27} This leads to a largely unconscious interactive dynamic between the consumer and the system. The trauma-affected consumer enters the service system feeling unsafe, insecure, and/or acting out in risky manners. In response, service providers meet them with crunched time schedules, frustrations with systems, and a sense of hopelessness. These parallel processes meet in states of anxiety and hyperarousal, often leading to feelings of cynicism, fragmentation, confusion, and shared feelings of hopelessness and helplessness. In Mississippi, the MH service system is under such pressures. In the past 5 years Medicaid reimbursements have increasingly been reduced and restricted, as the eligibility standards have become stricter. This leads the safety net providers, such as Pine Belt Mental Healthcare Resources (PBMHR), the Court's treatment partner, to states of constant change accompanied by expectations to accomplish the same (or more) with fewer resources.

Similarly, the law enforcement system needs training to become TI. Front-line officers and jailers are constantly exposed to negative, aggressive behaviors and most likely experience multiple traumatic experiences in process of employment. Awareness of these effects on their own behavior will help impede re-victimizing others with escalating and/or venting counter-aggressive, punitive behaviors. An understanding how traumatic experiences affect themselves and others will prevent re-traumatization and facilitate early intervention.

Project Design & Implementation: The purpose of the HBHC is to improve the effectiveness of the criminal justice and mental health system responses to individuals with MH disorders who are at risk for involvement or involved in the criminal justice system as a consequence of their mental

health symptoms. The goal of the expansion project is to expand the capacity of the HBHC to serve justice system involved individuals with MH disorders through the development of a trauma-informed (TI) system. With this end in mind, the HBHC will: 1) build knowledge about the impact of traumatic stress; 2) provide trauma-informed education and skill building for key stakeholders; and 3) enable smooth transitions for each participant that will not discourage his/her recovery. As a result, we expect to: 1) increase the number of court participants; 2) improve participants' MH; and 3) decrease law enforcement encounters.

Target Population: The Hattiesburg Jail Diversion Project will target individuals with MH disorders who 1) have come into contact with the criminal justice system (e.g., police, courts, etc.) and 2) exhibit increased risk for recidivism. The targeted individuals would have historically been subjected to the same criminal justice sanctions as other offenders, but under the auspices of therapeutic jurisprudence, the judge may consider mental health conditions as mitigating factors during pleas and/or sentencing. The Court's primary targets are males or females, age 17 or older, in a pre-release/disposition or post-release/disposition status. Only those arrested by Hattiesburg Police with charges of a non-violent misdemeanor as defined by Mississippi statute and who meet priority population qualifications will be screened for eligibility. Those who will get priority for the program will be individuals diagnosed with schizophrenia, bipolar, major depression, or traumatic disorders. Additionally, each potential participant will be screened and assessed for history of trauma and its influence upon offending behaviors.

The HBHC admitted far fewer participants than was originally projected, primarily because of potential candidates' histories of a violent offense. A TI court will consider offenders' history of trauma in the context of clarifying how the crime came to be committed. In

a TI court, the causal link between such trauma and violence may be expounded upon in the context of the defendant's social history, explaining how the victim of abuse or violence became the perpetrator. This will provide parity for those offenders affected by trauma. Once the system is transformed, we expect to admit 48 participants per year.

Collaborators: Assistance from DOJ will facilitate a transformation to a TI system. At the core of the system is Hattiesburg Municipal Court. The Court will administer the grant, provide Judge, Coordinator, and court infrastructure, and will participate in training. The MH services provider will be PBMHR. The agency will provide assistance with MH assessments, training, recovery services, and evaluation. The Hattiesburg Police Department is the primary law enforcement agency. The HPD will provide screening and referrals, training facility and will attend training. The Forrest and Lamar County Sheriffs' Departments assist HPD with law enforcement, provide jails and jail personnel, and will participate in training. Court Programs, Inc. provides probation supervision, and will participate in training. The HBHC is guided by an advisory committee, composed of: 1) Mayor of Hattiesburg; 2) City Attorney; 3) HPD Chief; 4) HBHC Coordinator; 5) HBHC Judge; 6) PBMHR Director of Adult Services; 7) PBMHR Grant Writer; 8) PBMHR Trainer; 9) MS Department of Mental Health Community Services Division Manager; 10) representative of MS Leadership Academy (peer training academy); 11) faculty from The University of Southern Mississippi (USM) Department of Criminal Justice; 12) Attorney from Court Programs, Inc.; 13) representative from MS NAMI (National Association for Citizens with Mental Illness); and 14) Peer to Peer Coordinator for MS NAMI.

There are already linkages to a variety of recovery support services throughout Hattiesburg. PBMHR has facilitated recovery support services for decades, and has well established linkages to social services (e.g. human services, Medicaid, Salvation Army, Christian

Services), employment (e.g. Dept. of Vocational Rehabilitation, WIN Job Center, Workforce Development Center, local employers), education (e.g. community colleges, USM, William Carey University, Antonelli College, GED prep classes), medical (Medicaid, FQHCs, local hospitals, VAMC), and housing (supported housing owned by PBMHR, HOPWA housing, Section 8, VASH), as well as many faith based linkages.

Consumers' Roles: PBMHR is transforming its system of care towards a recovery model. The recovery model approach allows for consumer input and direction rather than delegated treatment, emphasis on individual unique areas of competence rather than deficits, and identification of community resources and promoters to growth and development. Consumers are offered a flexible range of options for selection in order to meet their unique interests, preferences, strengths and goals. In addition to empowering consumers to participate in a decision making role in their MH "treatment," consumers participated in surveys and focus groups for the design of the HBHC. At least one consumer sits on the Advisory Board, but as more graduate there will be opportunities to add more. Consumers on the Advisory Board will assist in guiding the decision making process, including planning, oversight, and evaluation. Lastly, the Court and PBMHR arrange training for its stakeholders that includes the first-hand experiences of justice involved consumers. For instance, one trainer did not disclose his disability (schizophrenia) until the training was completed, telling the audience that the case studies he used all were centered upon his personal history. Another training session had trainees wear headphones that had voices talking to them. Trainees had to role play being arrested while listening to the voices.

Treatment Linkages: PBMHR, the Court's treatment partner, provides a liaison to assist with screening and assessment. The liaison is a Master's level clinician with experience working with

a justice involved population. He will coordinate with the jail nurses to assess for MH disorders and the possible impact of trauma history. Assessments will be done at the jails, at the clinic, and at the HPD in a private setting. For the purposes of the expansion project, the Trauma Screening Questionnaire^{28 29} will be utilized as a screening tool, and the Life Events Checklist³⁰ will assist with assessment. Additionally, the Trauma History Questionnaire^{31 32 33} will be used to guide questions during therapy. Evidence practices used during therapy include Motivational Interviewing, Cognitive Therapy, Trauma-Focused Cognitive Therapy, and Integrated Dual Disorder Therapy.

There are many diagnostic problems associated with PTSD and other traumatic disorders. Research demonstrates that clinical biases and other diagnostic problems are barriers to accurate diagnoses. Grossman and colleagues noted the underdiagnoses of PTSD among female veterans in a V.A. hospital, where presumably clinicians are familiar with the disorder.³⁴ PTSD can only be reliably diagnosed with a client's self-report. In order to solicit the report, the interviewer must query the individual about a wide range of traumatic events, which is not usually done on a regular basis in a medical or clinical setting. Then the interviewer must systematically ask the client about a full range of possible symptoms. Again, many do not because they insert their clinical bias and limit their questions to either confirm or reject their initial diagnosis. Zimmerman and Mattia found a structured clinical interview for DSM-IV produced PTSD diagnoses at twice the rate of a screening questionnaire.³⁵ The difference in the prevalence identified PTSD as a secondary diagnosis. They concluded that PTSD is frequently overlooked in routine clinical practice when the symptoms are not the presenting complaint. The need for training of treatment providers to improve their diagnostic abilities and/or recognize the symptoms of PTSD, especially when they are secondary to serious mental illness, is confirmed

when examining the low diagnosis rates of PTSD among the HBHC participants when compared to estimates in the literature.

An accurate clinical assessment provides the foundation for effective treatment planning. These assessments document causative factors for admission to treatment, psychological history, familial history, perceived barriers to self-sufficiency, state of health, educational and vocational achievement, and legal history. All PBMHR clinical staff are trained in the evidence based practice of motivational interviewing, and the initial treatment plan will be built cooperatively with both the client and clinician, detailing a course for therapy and education as well as establishing goals with timelines for completion. Empowerment of the consumer has historically been fundamental to successful mental health outcomes.³⁶ Although empowerment may be defined in many ways, it characteristically stresses consumer choice and control. Participation in treatment planning has proven to be one avenue of empowerment for people with mental illness and substance disorders.³⁷ Participation of defendants in this process will help determine their specific needs and empower them to actively take ownership in outcomes. All treatment plans will be reviewed by a psychologist.

Participants will also take part in a life domain assessment and treatment plan with the Liaison or a Community Support Specialist (CSS). The CSS will broker for supportive services needed to assist the participant in ongoing recovery processes and returning to a productive lifestyle. Supportive services may include GED preparation training, vocational counseling, job placement assistance, housing assistance, medication assistance and other needed social services.

The clinician will refer participants who require medical intervention to psychiatric care. A PBMHR nurse will conduct an evaluation of the participant in preparation for psychiatric consultation. Depending upon the outcome of the psychiatric assessment, the psychiatrist may

prescribe psychotropics, anti-depressants, or other appropriate medications necessary for recovery. Medication levels will be monitored on a routine basis.

Participants may be involved in a variety of treatment modalities depending upon their unique clinical needs. Some may be appropriate for outpatient treatment, others may require residential treatment, and some may require a combination. Within each treatment modality, the clinician will utilize evidence-based practices to guide the treatment process. For instance, motivational interviewing may be used to assist reluctant participants in resolving their ambivalence and committing to change, while cognitive behavioral therapy may be used to help participants eliminate (or control) their self-defeating thoughts in order to promote change. In conjunction with individual counseling sessions, participants may also attend psychoeducational groups, (e.g. posttraumatic stress disorder, domestic violence, parenting, etc.) and psychoeducational classes. Family members will be invited to participate in family therapy and psychoeducational groups as well.

The needs of the individual with MI/COD involved with the justice system are complex. The CSS will provide social services linkages, emergency and crisis intervention, advocacy, consultation and educational services to assist participants in the recovery process and fulfilling their legal obligations. They will determine clients' needs through assessments, develop recovery support plans, do home visits, broker for services, and initiate follow up contacts to ensure that clients' needs are being served. CSSs possess the knowledge and skills necessary to provide appropriate care regarding 1) the age and specific needs of the consumer; 2) clinical diagnoses; 3) signs and symptoms of relapse; 4) medication information; and 5) knowledge of community resources to explore alternatives to hospitalization or incarceration. CSSs then broker for appropriate care and utilize motivational strategies that stress and respect consumers'

responsibilities to make and voice personal choices, goals and values. It is the CSS's responsibility to respond in a non-judgmental fashion and to acknowledge and understand influences that culture may make upon these decisions.

Accountability Mechanisms: The HBHC, a component of a system of care (SOC) for individuals with MH disorders, is following the framework of SAMHSA's conceptualization of change theory and accountability.³⁸ At the system level, we operate with the approach that an SOC is a cost-effective way of investing resources by redirecting funds from deep-end services (incarceration) to home- and community-based services and supports.^{39 40} Accountability, at its broadest level, has a framework of three major, interrelated components: an array of services, a supportive infrastructure, and an underlying philosophy that guides the system and its component services. Specifically, these encompass: 1) a set of values and principles; 2) an infrastructure (including governance structures; financing for a wide range of services and supports; partnerships among agencies, providers, families; provider networks); and 3) actual interactions with consumers at the service delivery level.

1. Values and principles: All services, actions, and policies will be driven by the values and principles of the City of Hattiesburg and those of a recovery system of care.
2. Infrastructure: HBHC is guided by an Advisory Council composed of agency representatives that are employed in a decision making capacity. Additionally, partners' operations are governed by State statutes and respective accrediting bodies (COLEA, CARF). Both partners also participate in numerous federally funded projects, which are governed by Federal statutes.
3. Consumer interaction: Both agencies serve the general public with numerous daily interactions. There are formal grievance procedures in place, as well as open door

policies for informal complaints. There are also supervisory checks in place at all partner agencies. For example, the use of monitoring protocols as a mechanism for assessing the implementation of new evidence-based practices requires monthly documentation audits; face-to-face supervision meetings; and direct observation for quality assurance and coaching purposes.

Capabilities & Competencies

Staffing: The Court is presided over by a part-time judge, the Honorable Jerry Evans. He is the Municipal Court Judge, presiding over all misdemeanor cases. Cases from HBHC do not add to his judicial load, as he would have tried them anyway. Currently, there is a part-time Coordinator; however, the anticipated increase in participants will necessitate increasing her workload to full-time. Additionally, a part-time (50%) Court Clerk will be utilized to assist with data collection and documentation. The Project Evaluator is experienced in grant evaluation and data collection, as well as in DOJ requirements; therefore, he will devote 15% of his time.

Collaboration Structure: The City of Hattiesburg Municipal Court will provide grant administration. The HBHC is primarily a collaboration of the Municipal Court and PBMHR. The structure of the collaboration is as follows: 1) the Court Team includes the Municipal Prosecuting Attorney, defense counsel, HBHC Coordinator, PBMHR Court Liaison, probation officer, and consumer advocate; and 2) the Treatment Team includes a PBMHR Court Liaison, Clinician, Community Support Specialist, and consumer advocate. Other personnel essential to operations include the Deputy Court Clerk, Hattiesburg Police Officers, and Director of Adult Services and Grant Evaluator at PBMHR. Additionally, the Advisory Board, a cross-disciplinary team, meets on a regular basis to provide guidance and leadership. Dr. Wesley Johnson, Professor of Criminal Justice, will be contracted to facilitate advisory board meetings. He is

very experienced in working with specialty courts, especially those serving individuals with MH disorders.

Barriers to Success: The biggest potential barrier to the success of the project continues to be the stigma associated with mental illness. There are elements and characteristics of the service delivery system, the law enforcement system, and even individuals with MH disorders that unwittingly contribute to the creation and perpetuation of these individuals' cyclical involvement with the criminal justice system and overall dependency. All stakeholders must embrace the values of recovery oriented care and understand that the project is designed to protect the civil rights of and restoration of elementary freedoms to Hattiesburg citizens with MH disorders. This will be achieved by competency based training, consistent use of recovery terminology, building strengths-based individualized, evidence-based treatment plans, vigorous social marketing, and focusing on care that is centered upon pathways to meaningful and successful community life rather than on clinical stability or elimination of pathology.

Plan for Collecting Data: Dr. Wes Johnson will be subcontracted to facilitate a more effective data collection plan. Currently, demographic data, counseling notes, and basic data on entry and exit dates and technical violations are collected by the Court. PBMHR maintains detailed health records of each participant's recovery support services. Dr. Johnson will assist the Court and the Evaluator with designing a plan to collect more comprehensive data in order to have a more rigorous evaluation of processes and outcomes. The Evaluator will be responsible for collecting all data pertinent to the project as well as submitting progress reports to the granting agency in a timely manner. He will work collaboratively with the Crime Analyst at the Hattiesburg Police Department, the Court Administrator, and the Court Liaison to collect system level data to measure the achievement of project objectives. Data collection will occur periodically

throughout the duration of the Project, and as such data entry will be a continuous process. In addition to the local data needed for local evaluation, the Evaluator will collect data required by DOJ for National Outcome Measures. Data will be stored on a secure AS-400 server. No data will be stored on portable media devices such as flash drives, diskettes, or CDs. Sensitive data which contains protected health information (PHI) will not be collected for the purposes of this project.

Potential outcomes for Court participants include: 1) increased number of participants; 2) reduction in number of project participant terminations; 3) reduction in substance abuse; 4) decrease in symptoms of trauma related stress; 5) reduction in percentage of participant law enforcement encounters; 6) improved quality of life; 7) reduction in psychiatric hospitalizations; and 8) improvement in personal relationships.

Plan for Measuring Success

Stakeholder Support: Variables for stakeholder support and service coordination will be defined by the number of stakeholders involved in activities, the degree of involvement of each stakeholder, and the types of involvement. A database of capacity building activities can be designed and built by Dr. Johnson and the Evaluator to quantify involvement. The matrix below is an example of data to collect.

ACTIVITY	HPD	PB	LSO	FCSO	DVR	DMH	NAM I	USM	FGH	SEMRHI	COURT	TOTAL
GRANTEE TRAINING		X									X	2
TRAUMA TRAINING	X	X	X	X	X	X	X	X	X	X	X	10
ADVISORY MTG	X	X				X	X	X			X	6
WEBSITE LINK	X	X	X	X			X				X	6

Data could be evaluated for types of activities involving stakeholders, number of stakeholders participating, types of stakeholders participating, and number of times each stakeholder

participates. Sign in rosters, meeting minutes, surveys, and pre- and post- tests may be used for further data collection and analysis.

Sustainment: The City of Hattiesburg has sustained the judge and coordinator positions due to decrease in jail costs associated with participant. Project partners will continue to seek methods of engaging external funding. As positive outcomes are realized, and cost savings on primary and mental healthcare and criminal justice activities can be demonstrated, an appeal will be made to external funding sources to contribute to the sustainability of the project. Careful analyses and dissemination of positive results will be an opportune way to secure sustainability by engaging new funding sources. The formation of multidisciplinary workgroups will broaden awareness and ownership of project activities. The embedding of project staff within multiple disciplines, (e.g. mental health and law enforcement) will produce a wider range of sources for match and contribution to future activities. Mental health centers also actively seek third party payer sources for consumer directed activities; therefore most intervention activities should be reimbursed. Since this project will be used primarily to expand outreach to a population already targeted for services, each partner will work towards embedding the activities and costs into its regular scope of work.

Sustaining Policies: A key statute that will be helpful in sustainment of treatment for court participants is the Affordable Care Act. Sustainment of the ACA will expand access to Medicaid to more low income people, will provide subsidized insurance through the Health Insurance Exchange, and will create broader access to mental health and behavioral health care. Key to utilization of these benefits are 1) aligning community mental health center business practices with those of the criminal justice system; and 2) Mississippi adopting Medicaid expansion.

Budget: HBHC is requesting \$200,000 to expand and enhance the court system to be TI.

Personnel: 50% of the Project Coordinator's salary (\$30,000/yr.) will be supported by DOJ.

She currently works at a 50% level of effort, but enhancement efforts will increase the workload.

To assist with data collection, we request a Court Clerk's salary (\$20,000/yr.) to be supported at a 50% level of effort.

Position	Level of Effort	Annual Salary	Yr.1	Yr.2	Total
Coordinator	50%	30,000	15,000	15,000	30,000
Court Clerk	50%	20,000	10,000	10,000	20,000
		GRAND TOTAL	25000	25000	\$50000

Fringe: Fringe benefits are at a City rate of 25%.

Travel: Travel is requested for two mandatory meetings. Both meetings are in Washington, DC.

Costs for airfare and hotels are estimated based from historical information, mileage to the airport is based on the current government reimbursement rate, and daily meal allowance is based upon the federal per diem rates in Washington, DC. Incidentals are budgeted to cover costs of parking, taxi, shuttles, etc.

Conference	Attendees	Calculation	Yr.1	Yr.2	Total
Grantee Orientation	2	Airfare-500, Hotel-300/night, 3 nights, Per diem-60/day, Mileage-120 miles@\$0.50, Incidentals-150	3580	3580	7160
Mandatory National Meeting	3	Airfare-500, Hotel-300/night, 3 nights, Per diem-60/day, Mileage-120 miles@\$0.50, Incidentals-150	5000	5000	10000
		GRAND TOTAL	8580	8580	17160

Consultant: Dr. Wesley Johnson, Professor at USM, Department of Criminal Justice will be contracted to facilitate Advisory Meetings and to assist the Evaluator with the design of a data collection and evaluation plan. He will be paid \$300/month for 24 months, total \$7200.

Contractual: PBMHR is the treatment partner. They will provide assessments, treatment, and wraparound recovery support services for all participants. This will include a variety of levels of

treatment, including outpatient and inpatient (if needed); and a variety of types of treatment including psychiatric, psychological, educational, and community support. Only services not billable to a third party will be charged to the grant. Additionally, they will provide an Evaluator at a 15% level of effort and a law enforcement trainer at 10%. The Director of Adult Services will manage the services at a 10% level of effort and the Court Liaison will work at 25% level of effort. PBMHR has a federal negotiated indirect rate of 11.5%. DHHS and SAMHSA are the cognizant agencies.

Item	Level of Effort	Yr1 Grant	Yr1 Match	Yr 2 Grant	Yr2 Match	Total Grant	Total Match
Liaison	25%		10000		10000		20000
Trainer	10%		5000		5000		10000
Director	10%		10000		10000		20000
Evaluator	15%	7500		7500		15000	
Direct Services		35000		35000		70000	
Indirect rate		4600		4600		9200	
	GRAND TOTAL	47,100	25000	47,100	25000	94,200	50,000

TOTAL REQUEST: \$200,000

TOTAL MATCH: \$50,000

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City of Hattiesburg, MS

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

Master

File Number: 2013-0199

File ID: 2013-0199

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 04/05/2013

Brief Title: Supplemental Agreement with CDM Smith, Inc. -
ARRA Bus Shelters

Final Action: 04/16/2013

Minute Book Number: MB2013-122

Title:

Approve change order and authorize Mayor to execute in triplicate Supplemental Agreement No. 2 with CDM Smith, Inc. for the surveying, site design, and construction administration services of an additional Hub City Transit Shelter location. {FTA/ARRA}

Notes:

Sponsors:

Enactment Date:

Attachments: HCTTransit StopADA_Amendment2, executed
HCTTransit StopADA_Amendment2

Enactment Number:

Contact:

Meeting Date: 04/16/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/16/2013	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Approve change order and authorize Mayor to execute in triplicate Supplemental Agreement No. 2 with CDM Smith, Inc. for the surveying, site design, and construction administration services of an additional Hub City Transit Shelter location. {FTA/ARRA}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							

Yea: 5 President Bradley
Council Member Delgado
Council Member Carroll
Vice President Ware
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0199

Title

Approve change order and authorize Mayor to execute in triplicate Supplemental Agreement No. 2 with CDM Smith, Inc. for the surveying, site design, and construction administration services of an additional Hub City Transit Shelter location. {FTA/ARRA}

Summary

Supplemental Agreement with CDM Smith, Inc. - ARRA Bus Shelters

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**AMENDMENT NO: 2
TO AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This Amendment No: 2 is made and entered into this 4th day of April, 2013 to the Agreement between CDM Smith Inc. (CDM Smith) ("ENGINEER") and THE CITY OF HATTIESBURG ("OWNER") dated September 12, 2011, ("the Agreement").

WHEREAS, ENGINEER and OWNER entered into the Agreement for the TRANSIT STOP ADA ACCESSIBILITY PROJECT, and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:
 - a. The ENGINEER will include Surveying/Site Design/Construction Administration services for an additional site identified by the OWNER. This brings the total number of sites for the contract to eight (8) sites.
 - b. All work performed at this site under this Amendment shall be in compliance with the terms of services provided for in the original Agreement between the ENGINEER and the OWNER for each site location.
2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:
 - a. Not Applicable
3. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:
 - Complete Topographic Survey for additional Site 8 - Within two (2) weeks of Notice to Proceed from the OWNER
 - Prepare Final Plans for City review – Within four (4) weeks of Notice to Proceed;
 - Prepare Final Plans and Contract Documents for bidding – Within one (1) week of receiving City Comments;
 - Prepare right-of-way and easement plats (if necessary) - Within two (2) weeks of final approval of plans;
 - Prepare MDOT Encroachment Permit - Within one (2) week of final approval of plans;
4. The payment for services rendered by ENGINEER shall be as set forth below:

CDM Smith Inc. will provide the services described in the Agreement and herein under Amendment No. 2 for an additional site (Site 8) for a lump sum fee of \$5,600.00 as provided for in the original contract agreement for additional sites services.

- Additional Services Plat Maps for Easement/ROW: \$1,000.00 each

- Additional Services Permitting Fees: Actual Cost unless covered by Owner.

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

OWNER:

ENGINEER:

By: Johnny L. DuPree, Ph.D.
Title: Mayor, City of Hattiesburg
Date:

By: Jennifer Humphreys
Title: Principal
Date:

Address for giving notices:

Address for giving notices:

Andrew Ellard
Director of Federal and State Programs
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898
Telephone: 601.545.4558
Email: aellard@hattiesburgms.com

Stuart F. Healy, PE
Project Manager
421 Wando Park Blvd.
Mount Pleasant, SC 29464
Telephone: 843.972.4546
Fax: 843.388.0420
Email: healysf@cdmsmith.com

**AMENDMENT NO: 2
TO AGREEMENT
BETWEEN
OWNER AND ENGINEER**

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 - a. Not Applicable
3. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:
 - Complete Topographic Survey for additional Site 8 - Within two (2) weeks of Notice to Proceed from the OWNER
 - Prepare Final Plans for City review – Within four (4) weeks of Notice to Proceed;
 - Prepare Final Plans and Contract Documents for bidding – Within one (1) week of receiving City Comments;
 - Prepare right-of-way and easement plats (if necessary) - Within two (2) weeks of final approval of plans;
 - Prepare MDOT Encroachment Permit - Within one (2) week of final approval of plans;
4. The payment for services rendered by ENGINEER shall be as set forth below:

CDM Smith Inc. will provide the services described in the Agreement and herein under Amendment No. 2 for an additional site (Site 8) for a lump sum fee of \$5,600.00 as provided for in the original contract agreement for additional sites services.

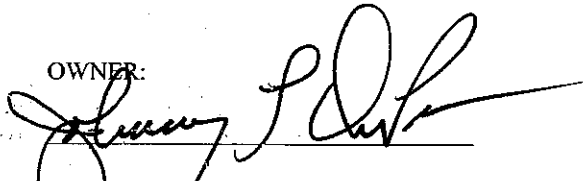
- Additional Services Plat Maps for Easement/ROW: \$1,000.00 each

- Additional Services Permitting Fees: Actual Cost unless covered by Owner.

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

OWNER:



By: Johnny L. DuPree, Ph.D.
Title: Mayor, City of Hattiesburg
Date:

Address for giving notices:

Andrew Ellard
Director of Federal and State Programs
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898
Telephone: 601.545.4558
Email: aellard@hattiesburgms.com

ENGINEER:

By: Jennifer Humphreys
Title: Principal
Date:

Address for giving notices:

Stuart F. Healy, PE
Project Manager
421 Wando Park Blvd.
Mount Pleasant, SC 29464
Telephone: 843.972.4546
Fax: 843.388.0420
Email: healysf@cdmsmith.com



City of Hattiesburg, MS

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

Master

File Number: 2013-0198

File ID: 2013-0198

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 04/04/2013

Brief Title: Authorize Mayor to Execute Maintenance Contract
For NetMotion Mobility

Final Action:

Minute Book Number: MB2013-124

Title:

Approve Maintenance Agreement between the City of Hattiesburg and NetMotion Wireless for maintenance on NetMotion Mobility XE for 100 users.

Notes:

Sponsors:

Enactment Date:

Attachments: NetMotion Renewal.pdf

Enactment Number:

Contact:

Meeting Date:

Drafter: Angie Sanford

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	04/16/2013					

Text of Legislative File 2013-0198

Title

Approve Maintenance Agreement between the City of Hattiesburg and NetMotion Wireless for maintenance on NetMotion Mobility XE for 100 users.

Summary

Software for the Mobile Computers that are used in the Police Cars.

Budget Information

001091.6365, \$6,125.00

Expenditure Type

Regular Budget Item

Purchasing Item

State Contract



1/28/2013 4:56 PM

Quote #: Q-14748-1
Territory: South Central
Account ID: 00100000005bioK

Ship To:

Angie Sanford
City of Hattiesburg
200 Forrest St
Hattiesburg, MS 39401
(601) 545-4565
asanford@hattiesburgms.com

Dear Angie,

Enclosed is the pricing information for the renewal of your software maintenance contract. The price quotation below outlines the beginning and end dates of your next maintenance contract and details the software and licenses that are included under the contract renewal. This quote is valid until 2/27/2013.

1-Year Premium Maintenance

Maintenance covers: Mobility XE with 100 devices, Analytics Module, Policy/NAC Bundle Module

Maintenance effective from 4/4/2013 to 4/3/2014

Product Description	SKU	Quantity	Extended Price
Mobility XE Premium Maintenance (1 year)	090NMPRMMNT1	1	\$6,125.00

3-Year Premium Maintenance

Maintenance covers: Mobility XE with 100 devices, Analytics Module, Policy/NAC Bundle Module

Maintenance effective from 4/4/2013 to 4/3/2016

Product Description	SKU	Quantity	Extended Price
Mobility XE Premium Maintenance (3 years)	090NMPRMMNT3	1	\$14,713.42

Remaining current on NetMotion Wireless software maintenance provides you and your organization a number of benefits:

- 24x7 technical support
- Major version upgrades
- Tech notes and web based support
- Cumulative quantity discounts on additional device licenses
- Patch and point releases at no additional charge
- Guaranteed response times

By renewing your maintenance agreement, you retain email (support@netmotionwireless.com) and phone (North American Toll Free: (888) 723-2662 access to the NetMotion Wireless technical support team. Our technical support team is staffed by highly qualified networking experts who are full time employees of the company (not outsourced), and are located in two US based support centers - Seattle, Washington and Bethlehem, PA.

Our goal is to continue to support you, your IT staff and the users of NetMotion Wireless software and ensure your organization is optimizing its deployment. Please let us know your plans to renew your software maintenance by contacting the NetMotion Wireless Maintenance Renewal Team at maintenance@netmotionwireless.com or (206) 691-5533.

Thank you for your business.

Vanessa Baird
Maintenance Representative

vanessa.baird@netmotionwireless.com

Phone: (206) 691-5645

Fax: (206) 691-5501

Above prices in US dollars. State and local sales tax will apply in certain states. Exempt customers must provide an official sales tax exemption certificate in compliance with state and local laws to avoid sales tax charges. Please note that pricing on this quote is subject to change if you purchase additional licenses, add new software features, or if we change our software prices. Maintenance renewals are based on current software list prices at the time of renewal and must include the total quantity of licenses, servers, and features that you own at the time of renewal. This pricing quote is confidential and may not be redistributed.



City of Hattiesburg, MS

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

Master

File Number: 2013-0209

File ID: 2013-0209

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 04/09/2013

Brief Title: Authorize purchase of easements and rights of way for the 4th Street Expansion Project as per attached Summaries of Recommended Values.

Final Action:

Minute Book Number: MB2013-124

Title:

Acknowledge receipt of, and authorize offer of, Summaries of Recommended Values for the purchase of temporary construction easements and permanent rights of way for the 4th Street Expansion Project Phase II (Project No. HPP-7194-00(003) LPA/105845-801000) on the following parcels:

2-029L-09-021.00	Temporary Construction Easement	\$585.00
2-029L-09-020.00	Temporary Construction Easement	\$930.00
2-029L-09-015.00	Temporary Construction Easement	\$965.00
2-029L-09-014.00	Temporary Construction Easement	\$475.00
2-029F-04-210.00	Permanent Right of Way	\$915.00;

Authorize issuance of manual checks in payment upon acceptance of offer.

Notes: 072201.7000

Sponsors:

Enactment Date:

Attachments: Summary of Recommended Values New - 2013,
Summary of Recommended Values New1 - 2013

Enactment Number:

Contact:

Meeting Date: 04/16/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council - Amendments to the Agenda	04/16/2013					
1	City Council	04/16/2013					

Text of Legislative File 2013-0209

Title

Acknowledge receipt of, and authorize offer of, Summaries of Recommended Values for the purchase of temporary construction easements and permanent rights of way for the 4th Street Expansion Project Phase II (Project No. HPP-7194-00(003) LPA/105845-801000) on the following parcels:

2-029L-09-021.00	Temporary Construction Easement	\$585.00
2-029L-09-020.00	Temporary Construction Easement	\$930.00
2-029L-09-015.00	Temporary Construction Easement	\$965.00
2-029L-09-014.00	Temporary Construction Easement	\$475.00
2-029F-04-210.00	Permanent Right of Way	\$915.00;

Authorize issuance of manual checks in payment upon acceptance of offer.

Summary

Acknowledge receipt of, and authorize offer of, Summaries of Recommended Values for the purchase of temporary construction easements and permanent rights of way for the 4th Street Expansion Project Phase II (Project No. HPP-7194-00(003) LPA/105845-801000);
Authorize issuance of manual checks in payment upon acceptance of offer.

Budget Information

072201.7000

Expenditure Type

Purchasing Item

Publication Information

JACKSON & ARRINGTON, PLLC

ATTORNEYS AT LAW
309 SOUTH 40TH AVENUE
HATTIESBURG, MISSISSIPPI 39402

ROBERT T. JACKSON, SR.
ROBERT T. JACKSON, JR.
DEREK R. ARRINGTON
D. NATHAN SMITH

MAILING ADDRESS:
P. O. BOX 15517
HATTIESBURG, MS 39404-5517

March 11, 2013

TELEPHONE: (601) 264-3309
FACSIMILE: (601) 264-6044
E-mail: rjnr@jacksonfirm.com

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

Re: City of Hattiesburg – 4th Street Project-Phase 2

Dear Ms. Waits:

The following is a list of values for property in the City of Hattiesburg – 4th Street Project – Phase 2.

Parcel 71	Temporary	\$585.00
Parcel 72	Temporary	\$930.00
Parcel 76	Temporary	\$965.00
Parcel 77	Temporary	\$475.00

Also attached is a Summary of Recommended Values and the appraisals for each Parcel.

Please set this as an agenda item before the City Council. After approval, please let us know so that we can begin the acquisition process for these parcels.

If you need any other information, please do not hesitate to let us know.

Very truly yours,

JACKSON & ARRINGTON, PLLC



Michelle M. Robinson, Paralegal

MMR

West Fourth Street Project
 Project No. HPP-7194-00(003) LPA/105845-801000
 Summary of Recommended Values
 (for review purposes only)

BATCH 6	Parcel No.	Owner	Acquisition Area	Recommended Value	Recommended Total Value
Parcel 71	2-029L-09-021.00	Joel & Nita Smith	.02 Temp	\$585.00 Temp	\$585.00 Temp
Parcel 72	2-029L-09-020.00	Jimmie Payton, Sr. and Mercedes Payton	.01 Temp	\$930.00 Temp	\$930.00 Temp
Parcel 76	2-029L-09-015.00	Phillip Martin, Donna Martin and Bunny Martin	.01 Temp	\$965.00 Temp	\$965.00 Temp
Parcel 77	2-029L-09-014.00	U. C. Hundley and Tilda Hundley	.01 Temp	\$475.00 Temp	\$475.00 Temp

JACKSON & ARRINGTON, PLLC

ATTORNEYS AT LAW
309 SOUTH 40TH AVENUE
HATTIESBURG, MISSISSIPPI 39402

ROBERT T. JACKSON, SR.
ROBERT T. JACKSON, JR.
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D. NATHAN SMITH

MAILING ADDRESS:
P. O. BOX 15517
HATTIESBURG, MS 39404-5517

March 11, 2013

TELEPHONE: (601) 264-3309
FACSIMILE: (601) 264-6044
E-mail: rjir@jacksonfirm.com

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

Re: City of Hattiesburg – 4th Street Project-Phase 3

Dear Ms. Waits:

The following is a list of values for property in the City of Hattiesburg – 4th Street Project – Phase 3.

Parcel 40	ROW	\$915.00
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Also attached is a Summary of Recommended Values and the appraisals for each Parcel.

Please set this as an agenda item before the City Council. After approval, please let us know so that we can begin the acquisition process for these parcels.

If you need any other information, please do not hesitate to let us know.

Very truly yours,

JACKSON & ARRINGTON, PLLC


Michelle M. Robinson, Paralegal

MMR

West Fourth Street Project
 Project No. HPP-7194-00(003) LPA/105845-801000
 Summary of Recommended Values
 (for review purposes only)

BATCH 6	Parcel No.	Owner	Acquisition Area	Recommended Value	Recommended Total Value
Parcel 40	2-029F-04-210.00	World of Christ	.005 ROW	\$915.00 ROW	\$915.00 ROW



City of Hattiesburg, MS

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

Master

File Number: 2013-0208

File ID: 2013-0208

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/09/2013

Brief Title: Acknowledge and Reject bids for Term Bid Item #17-Uniforms for the Hattiesburg Fire Department; Approve Revised Specifications and Authorize Publication of advertisement for same

Final Action:

Minute Book Number: MB2013-124

Title:

Acknowledge Receipt of bids on February 21, 2013 for Term Bid Item #17-Uniforms for the Hattiesburg Fire Department, and Reject the bids due to the need to change the specifications; Approve Revised Specifications and Authorize Publication of advertisement for the above item.

Notes:

Sponsors:

Enactment Date:

Attachments: 04-16-Reject and Readvertise PS 17, executed
04-16-Reject and Readvertise PS 17

Enactment Number:

Contact:

Meeting Date: 04/16/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/16/2013					

Text of Legislative File 2013-0208

Title

Acknowledge Receipt of bids on February 21, 2013 for Term Bid Item #17-Uniforms for the Hattiesburg Fire Department, and Reject the bids due to the need to change the specifications; Approve Revised Specifications and Authorize Publication of advertisement for the above item.

Summary

Acknowledge and Reject bids for Term Bid Item #17-Uniforms for the Hattiesburg Fire

Department; Approve Revised Specifications and Authorize Publication of advertisement for same

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, May 16, 2013, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies, to-wit:

ITEM #17 UNIFORMS FOR THE HATTIESBURG FIRE DEPARTMENT

The above shall 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.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

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 16th day of April, 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(S E A L)

SPECIFICATIONS FOR ITEM #17: UNIFORMS FOR THE HATTIESBURG FIRE DEPARTMENT

Bidder shall bid on furnishing uniforms for the Hattiesburg Fire Department which meets or exceeds the following specifications to wit:

(SEE ATTACHED DETAILED SPECIFICATIONS)

IMPORTANT: The City of Hattiesburg reserves the right to award separate bids for uniform items and accessory items as listed herein. All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of bids received, vendors shall bid only on specified item(s) in unit(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

Bidders wishing to provide clothing other than brand names listed in the detailed specifications must submit samples of materials to be furnished to the Hattiesburg Fire Department and receive written approval of the fire Chief or his designee prior to submission of bids. The submission of equals which have not been approved will automatically disqualify the bid from consideration in the awarding of this contract.

PRICES shall be FIRM for a period beginning on June 5, 2013, and ending March 31, 2014, items to be purchased as required.

DELIVERY: F.O.B. 810 N Main Street, Hattiesburg, Mississippi, within 120 days the date the order is received by the accepted bidder. Ship order in full, freight prepaid. No partial shipment accepted.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, May 16, 2013, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner EXACTLY as follows:

BID

UNIFORMS FOR THE HATTIESBURG FIRE DEPARTMENT, ITEM #17

SUBMITTED BY 10:00 A.M. MAY 16, 2013

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 and all bids received and to waive informalities.

APPROVED on this, the 16th day of April A. D., 2013.

BY: _____

CITY CLERK

SPECIFICATIONS APPROVED BY:

HATTIESBURG FIRE DEPARTMENT

NAME OF COMPANY

STREET/PO ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

UNIFORM ITEMS	COST/EACH BY SIZE
FECHHEIMER 34800, DRESS COAT/DARK NAVY SILVER OR GOLD FD BUTTONS – ALL SIZES, & DEPARTMENT PATCH SEWN ON LEFT SLEEVE, MEST BE ABLE TO SEW MALTESE CROSSES AND RANK PIPING ABOVE CUFFS AS NEEDED	S M L XL 2XL 3XL
FECHHEIMER 34291, DRESS TROUSERS POLYESTER/WOOL DARK NAVY WITH 3/8" FLUTED RED OR GOLD FLUITED PIPING SEWN INTO THE WAISTBAND – ALL SIZES	S M L XL 2XL 3XL
FECHHEIMER 59130WP DUTY JACKET, DARK NAVY WITH DEPARTMENT PATCH SEWN ON LEFT SLEEVE – ALL SIZES	S M L XL 2XL 3XL
FECHHEIMER 3900, TROUSERS, DARK NAVY WITH GOLD FLUITED PIPING SEWN INTO THE WAISTBAND ALL SIZES	S M L XL 2XL 3XL
TRU SPEC 24-7 1000 SERIES TROUSERS, DARK NAVY & KHAKI, ALL SIZES	S M L XL 2XL 3XL
DRESS SHIRT, SHORT SLEEVE SOUTHEASTERN 9203/L9203 WHITE DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES	S M L XL 2XL 3XL

DRESS SHIRT, LONG SLEEVE SOUTHEASTERN 9103/L9103 WHITE DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES	S M L XL 2XL 3XL
DRESS SHIRT, SHORT SLEEVE SOUTHEASTERN 3200 SERIES, DARK NAVY, DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES	S M L XL 2XL 3XL
DRESS SHIRT, LONG SLEEVE SOUTHEASTERN 3100 SERIES, DARK NAVY & LIGHT BLUE, DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES	S M L XL 2XL 3XL
5.11TACTICAL PERFORMANCE POLO, 71049 SHORT SLEEVE, WHITE WITH NAME AND RANK EMBROIDERY, ALL SIZES	S M L XL 2XL 3XL
5.11TACTICAL PERFORMANCE POLO, 72049 LONG SLEEVE, WHITE WITH NAME AND RANK EMBROIDERY, ALL SIZES	S M L XL 2XL 3XL
TRU-SPEC 24-7 4300 SERIES SHORT SLEEVE POLO, GRAY & NAVY WITH RANK EMBROIDERY, ALL SIZES	S M L XL 2XL 3XL

TRU-SPEC 24-7 4300 SERIES SHORT SLEEVE POLO, GRAY & NAVY WITH RANK EMBROIDERY, ALL SIZES	S M L XL 2XL 3XL
TRU-SPEC 24-7 4300 SERIES LONG SLEEVE POLO, GRAY & NAVY WITH RANK EMBROIDERY, ALL SIZES	S M L XL 2XL 3XL
T-SHIRTS, GILDAN 8000, DARK NAVY WITH DEPARTMENT SCREEN PRINTING ON FRONT AND BACK, ALL SIZES	S M L XL 2XL 3XL
FLEECE JACKETS DARK NAVY WITH DEPARTMENT EMBROIDERY, R HERO'S 505, ALL SIZES	S M L XL 2XL 3XL
SHORTS SPORT-TEK ST312 POSICHARGE TOUGH MESH POCKET, ALL COLORS	S M L XL 2XL 3XL

ACADEMY ITEMS	
POLO SHIRT, BAW-CT770 CRESCENT COOL TECH, ALL COLORS, INCLUDING EMBROIDERY	S M L XL 2XL 3XL
TEE SHIRT, SPORT-TEK ST350 COMPEDITOR TEE SS, ALL COLORS, INCLUDING SCREEN PRINTING	S M L XL 2XL 3XL
TEE SHIRT, SPORT-TEK ST350LS COMPEDITOR TEE LS, ALL COLORS, INCLUDING SCREEN PRINTING	S M L XL 2XL 3XL
TEE SHIRT, PORT & COMPANY PC55 50/50 COTTON POLY/TEE SHIRT, COLOR NAVY, INCLUDING SCREEN PRINTING	S M L XL 2XL 3XL
TOTAL	\$
UNIFORM ACCESSORIES	

BELT, DUTY MAN 1311 BLACK, VELCRO, ALL SIZES	
BELT, DUTY MAN 1611 BLACK, BUCKEL, ALL SIZES	
SOCKS WHITE OR BLACK, CREW TYPE, THORLO WGX SERIES	
SOCKS WHITE OR BLACK, OVER THE CALF, THORLO TWD SERIES	
SHOES, ROCKY 2034 ALL SIZES	
SHOES, MAGNUM DUTY LITE GLOSS 5098, ALL SIZES	

BOOTS, MAGNUM MIDNITE PLUS 6" 5248, ALL SIZES	
BOOTS, MAGNUM STEALTH BLACK 8" 5220, ALL SIZES	
BOOTS, MAGNUM STEALTH BLACK 8" SIDE ZIP 5198, ALL SIZES	
NECK-TIE, TIE-ON, NAVY BLUE, SAMUAL BROOME 90078	
NECK TIE, CLIP-ON, NAVY BLUE, SAMUAL BROOME 90043	
BALL CAP, NAVY BLUE, 6-PANEL MESH, WITH 3"W X 2"H HFD EMBROIDERY, PORT AUTHORITY C833	

[illegible]

100

UNIFORM ITEMS	COST/EACH BY SIZE
FECHHEIMER 34800, DRESS COAT/DARK NAVY SILVER OR GOLD FD BUTTONS – ALL SIZES MENS & WOMANS & DEPARTMENT PATCH SEWN ON LEFT SLEEVE, MEST BE ABLE TO SEW MALTESE CROSSES AND RANK PIPING ABOVE CUFFS AS NEEDED	S M NB L XL 2XL 3XL
FECHHEIMER 34291, DRESS TROUSERS POLYESTER/WOOL DARK NAVY WITH 3/8" FLUTED RED OR GOLD FLUTED PIPING SEWN INTO THE WAISTBAND – ALL SIZES MENS & WOMANS	S M L NB XL 2XL 3XL
FECHHEIMER 59130WP DUTY JACKET, DARK NAVY WITH DEPARTMENT PATCH SEWN ON LEFT SLEEVE – ALL SIZES	S M NB L XL 2XL 3XL
FECHHEIMER 3900, TROUSERS, DARK NAVY WITH GOLD FLUTED PIPING SEWN INTO THE WAISTBAND ALL SIZES MENS & WOMANS	S M NB L XL 2XL 3XL
TRU SPEC 24-7 1000 SERIES TROUSERS, DARK NAVY & KHAKI, ALL SIZES MENS & WOMANS	S M S-XL #33.95 L XL 2XL-3XL #38.90 2XL 3XL
DRESS SHIRT, SHORT SLEEVE SOUTHEASTERN 9203/L9203 WHITE DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES MENS & WOMANS	S M NB L XL 2XL 3XL

FILED

FEB 21 2013

EDDIE H. MYERS, CITY CLERK
By Deputy Clerk

DRESS SHIRT, LONG SLEEVE SOUTHEASTERN 9103/L9103 WHITE DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES MENS & WOMANS	S M L NB XL 2XL 3XL
DRESS SHIRT, SHORT SLEEVE SOUTHEASTERN 3200 SERIES, DARK NAVY, DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES MENS & WOMANS	S M L NB XL 2XL 3XL
DRESS SHIRT, LONG SLEEVE SOUTHEASTERN 3100 SERIES, DARK NAVY & LIGHT BLUE, DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES MENS & WOMANS	S M L NB XL 2XL 3XL
5.11TACTICAL PERFORMANCE POLO, 71049 SHORT SLEEVE, WHITE WITH NAME AND RANK EMBROIDERY, SIZES: SMALL - XL	S M L \$50.74 XL 2XL 3XL
5.11TACTICAL PERFORMANCE POLO, 71049 SHORT SLEEVE, WHITE WITH NAME AND RANK EMBROIDERY, SIZES: 2XL - 3XL	S M L \$55.74 XL 2XL 3XL
5.11TACTICAL PERFORMANCE POLO, 72049 LONG SLEEVE, WHITE WITH NAME AND RANK EMBROIDERY, SIZES: SMALL - XL	S M L \$54.75 XL 2XL 3XL

5.11 TACTICAL PERFORMANCE POLO, 72049 LONG SLEEVE, WHITE WITH NAME AND RANK EMBROIDERY, SIZES: 2XL - 3XL	S M L \$60.74 XL 2XL 3XL
TRU-SPEC 24-7 4300 SERIES SHORT SLEEVE POLO, GRAY & NAVY WITH RANK EMBROIDERY, SIZES: S - XL	S M L \$38.20 XL 2XL 3XL
TRU-SPEC 24-7 4300 SERIES SHORT SLEEVE POLO, GRAY & NAVY WITH RANK EMBROIDERY, SIZES: 2XL - 3XL	S M L \$39.50 XL 2XL 3XL
TRU-SPEC 24-7 4300 SERIES LONG SLEEVE POLO, GRAY & NAVY WITH RANK EMBROIDERY, SIZES: S - X-L	S M \$43.50 L XL 2XL 3XL
TRU-SPEC 24-7 4300 SERIES LONG SLEEVE POLO, GRAY & NAVY WITH RANK EMBROIDERY, SIZES: 2XL - 4XL	S M L \$45.50 XL 2XL 3XL
T-SHIRTS, GILDAN 8000, DARK NAVY WITH DEPARTMENT SCREEN PRINTING ON FRONT AND BACK, SIZES: S - XL	S M \$7.59 L XL 2XL 3XL

T-SHIRTS, GILDAN 8000, DARK NAVY WITH DEPARTMENT SCREEN PRINTING ON FRONT AND BACK, SIZES: 2XL - 3XL	S M L \$ 9.45 XL 2XL 3XL
FLEECE JACKETS DARK NAVY WITH DEPARTMENT EMBROIDERY, R HERO'S 505, SIZES: S - XL	S M L NB XL 2XL 3XL
FLEECE JACKETS DARK NAVY WITH DEPARTMENT EMBROIDERY, R HERO'S 505, SIZES: 2XL - 4XL	S M L XL NB 2XL 3XL
SHORTS SPORT-TEK ST312 POSICHARGE TOUGH MESH POCKET, ALL COLORS	S M \$ 11.23 L XL 2XL 3XL
ACADEMY ITEMS	
POLO SHIRT, BAW-CT770 CRESCENT COOL TECH, ALL COLORS, INCLUDING EMBROIDERY	S M NB L XL 2XL 3XL

TEE SHIRT, SPORT-TEK ST350 COMPEDITOR TEE SS, ALL COLORS, INCLUDING SCREEN PRINTING	S M L \$8.53 XL 2XL 3XL
TEE SHIRT, SPORT-TEK ST350LS COMPEDITOR TEE LS, ALL COLORS, INCLUDING SCREEN PRINTING	S M L \$9.78 XL 2XL 3XL
TEE SHIRT, PORT & COMPANY PC55 50/50 COTTON POLY/TEE SHIRT, COLOR NAVY, INCLUDING SCREEN PRINTING	S M \$5.99 L XL 2XL 3XL
TOTAL	\$ 514.09
UNIFORM ACCESSORIES	
BELT, DUTY MAN 1311 BLACK, VELCRO, ALL SIZES	NB
BELT, DUTY MAN 1611 BLACK, BUCKEL, ALL SIZES	NB
SOCKS WHITE OR BLACK, CREW TYPE, THORLO WGX SERIES	NB

SOCKS WHITE OR BLACK, OVER THE CALF, THORLO TWD SERIES	NB
SHOES, ROCKY 2034, MENS & WOMANS SIZES	\$ 67.00
SHOES, MAGNUM DUTY LITE GLOSS 5098, MENS & WOMANS SIZES	NB
BOOTS, MAGNUM MIDNITE PLUS 6" 5248, MENS & WOMANS SIZES	NB
BOOTS, MAGNUM STEALTH BLACK 8" 5220, MENS & WOMANS SIZES	NB

BOOTS, MAGNUM STEALTH BLACK 8" SIDE ZIP 5198, MENS & WOMANS SIZES	NB
NECK-TIE, TIE-ON, NAVY BLUE, SAMUAL BROOME 90078	NB
NECK TIE, CLIP-ON, NAVY BLUE, SAMUAL BROOME 90043	NB
BALL CAP, NAVY BLUE, 6-PANEL MESH, WITH 3"W X 2"H HFD EMBROIDERY, PORT AUTHORITY C833	7.49
FIVE CROSSED BUGLE SHOULDER BOARD, GOLD/ MIDNIGHT, PR, PREMIER S1510	6.29
FOUR CROSSED BUGLE SHOULDER BOARD, GOLD/ MIDNIGHT, PR, PREMIER S1508	6.29
THREE CROSSED BUGLE SHOULDER BOARD, GOLD/ MIDNIGHT, PR, PREMIER S1506	6.29
WATCH CAP, ACRYLIC, NAVY, WITH 2"W HFD EMBROIDERY (SAME AS CAP), EMBLEM ENTERRISES 6849	S M L XL 2XL 3XL 8.79
TOTAL	\$ 102.15

B & F Distributors LLC

Tactical Store

Name of Company

103 Broadway Drive

Street/PO Address

Hattiesburg, MS 39401

CITY/STATE & ZIP CODE

601 544-4463

PHONE/FAX NUMBER

2/21/2013

DATE OF BID

Dessie Minor President

OFFICIAL'S NAME & TITLE

Dessie Minor

OFFICIAL'S SIGNATURE

FILED

FEB 21 2013

EDDIE R. MYERS, CLERK
By *[Signature]* Deputy Clerk

McCAIN UNIFORMS

NAME OF COMPANY

300 BEACON PARKWAY WEST

STREET/PO ADDRESS

BIRMINGHAM AL 35205

CITY/STATE & ZIP CODE

800/810-3417 205-942-9229

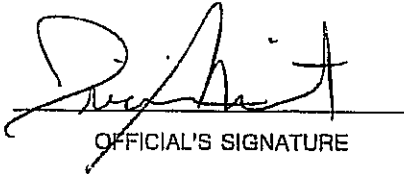
PHONE NUMBER & FAX NUMBER

February 14, 2013

DATE OF BID

TRICIA MINOT, SALES MANAGER

OFFICIAL'S NAME & TITLE



OFFICIAL'S SIGNATURE

UNIFORM ITEMS	COST/EACH BY SIZE
* FECHHEIMER 34800, DRESS COAT/DARK NAVY SILVER OR GOLD FD BUTTONS - ALL SIZES MENS & WOMANS & DEPARTMENT PATCH SEWN ON LEFT SLEEVE, MEST BE ABLE TO SEW MALTESE CROSSES AND RANK PIPING ABOVE CUFFS AS NEEDED SZ 32-60	S \$201.00 M \$201.00 L \$201.00 XL \$201.00 2XL \$201.00 3XL \$201.00
FECHHEIMER 34291, DRESS TROUSERS POLYESTER/WOOL DARK NAVY WITH 3/8" FLUTED RED OR GOLD FLUTED PIPING SEWN INTO THE WAISTBAND - ALL SIZES MENS & WOMANS SZ 28-56	S \$71.50 M \$71.50 L \$71.50 XL \$71.50 2XL \$71.50 3XL \$71.50
FECHHEIMER 59130WP DUTY JACKET, DARK NAVY WITH DEPARTMENT PATCH SEWN ON LEFT SLEEVE - ALL SIZES	S \$104.95 M \$104.95 L \$104.95 XL \$104.95 2XL \$104.95 3XL \$104.95
FECHHEIMER 3900, TROUSERS, DARK NAVY WITH GOLD FLUTED PIPING SEWN INTO THE WAISTBAND ALL SIZES MENS & WOMANS LADIES SZ 2-28 Men's SZ 28-58	S \$39.00 M \$39.00 L \$39.00 XL \$39.00 2XL \$39.00 3XL \$39.00
TRU SPEC 24-7 1000 SERIES TROUSERS, DARK NAVY & KHAKI, ALL SIZES MENS & WOMANS LADIES SZ 2-24 MEN'S SZ 28-44 \$39.00 SZ 46-54 \$42.95	S \$39.00 M \$39.00 L \$39.00 XL \$39.00 2XL \$42.95 3XL \$42.95
DRESS SHIRT, SHORT SLEEVE SOUTHEASTERN 9203/L9203 WHITE DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES MENS & WOMANS LADIES 30-40 \$30.30 42-44 \$31.85 48-50 \$34.75	S \$30.30 (14-14.5) M \$30.30 (15-15.5) L \$30.30 (16-16.5) XL \$30.30 (17-17.5) 2XL \$31.85 (18-18.5) 3XL \$34.75 (19-19.5)

PRICE INCLUDES

BOTH SEEDS

- * 1 STRIPE \$10.00 4 STRIPES \$25.00
2 STRIPES \$15.00 5 STRIPES \$30.00
3 STRIPES \$20.00 MALTESE CROSS \$1.00 EACH

DRESS SHIRT, LONG SLEEVE SOUTHEASTERN 9103/L9103 WHITE DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES MENS & WOMANS LADIES 30-40 \$33.35 42-46 \$35.05 48-50 \$38.25	S \$33.35 (14-14.5) M \$33.35 (15-15.5) L \$33.35 (16-16.5) XL \$33.35 (17-17.5) 2XL \$35.05 (18-18.5) 3XL \$38.25 (19-19.5)
DRESS SHIRT, SHORT SLEEVE SOUTHEASTERN 3200 SERIES, DARK NAVY, DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES MENS & WOMANS LADIES 30-40 \$27.25 42-46 \$28.95 48-50 \$31.60	S \$27.25 (14-14.5) M \$27.25 (15-15.5) L \$27.25 (16-16.5) XL \$27.25 (17-17.5) 2XL \$28.95 (18-18.5) 3XL \$31.60 (19-19.5)
DRESS SHIRT, LONG SLEEVE SOUTHEASTERN 3100 SERIES, DARK NAVY & LIGHT BLUE, DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES MENS & WOMANS LADIES 30-40 \$30.90 42-46 \$32.50 48-50 \$35.45	S \$30.90 (14-14.5) M \$30.90 (15-15.5) L \$30.90 (16-16.5) XL \$30.90 (17-17.5) 2XL \$32.50 (18-18.5) 3XL \$35.45 (19-19.5)
5.11TACTICAL PERFORMANCE POLO, 71049 SHORT SLEEVE, WHITE WITH NAME AND RANK EMBROIDERY, SIZES: SMALL - XL	S \$41.95 M \$41.95 L \$41.95 XL \$41.95 2XL \$41.95 3XL \$46.95
5.11TACTICAL PERFORMANCE POLO, 71049 SHORT SLEEVE, WHITE WITH NAME AND RANK EMBROIDERY, SIZES: 2XL - 3XL	S \$41.95 M \$41.95 L \$41.95 XL \$41.95 2XL \$41.95 3XL \$46.95
5.11TACTICAL PERFORMANCE POLO, 72049 LONG SLEEVE, WHITE WITH NAME AND RANK EMBROIDERY, SIZES: SMALL - XL	S \$43.80 M \$43.80 L \$43.80 XL \$43.80 2XL \$43.80 3XL \$48.80

5.11 TACTICAL PERFORMANCE POLO, 72049 LONG SLEEVE, WHITE WITH NAME AND RANK EMBROIDERY, SIZES: 2XL - 3XL	S \$43.80 M \$43.80 L \$43.80 XL \$43.80 2XL \$43.80 3XL \$48.80
TRU-SPEC 24-7 4300 SERIES SHORT SLEEVE POLO, GRAY & NAVY WITH RANK EMBROIDERY, SIZES: S - XL	S \$34.95 M \$34.95 L \$34.95 XL \$34.95 2XL \$38.60 3XL \$38.60
TRU-SPEC 24-7 4300 SERIES SHORT SLEEVE POLO, GRAY & NAVY WITH RANK EMBROIDERY, SIZES: 2XL - 3XL	S \$34.95 M \$34.95 L \$34.95 XL \$34.95 2XL \$38.60 3XL \$38.60
TRU-SPEC 24-7 4300 SERIES LONG SLEEVE POLO, GRAY & NAVY WITH RANK EMBROIDERY, SIZES: S - X-L	S \$39.10 M \$39.10 L \$39.10 XL \$39.10 2XL \$42.15 3XL \$42.15
TRU-SPEC 24-7 4300 SERIES LONG SLEEVE POLO, GRAY & NAVY WITH RANK EMBROIDERY, SIZES: 2XL - 4XL	S \$39.10 M \$39.10 L \$39.10 XL \$39.10 2XL \$42.15 3XL \$42.15 4XL \$42.15
T-SHIRTS, GILDAN 8000, DARK NAVY WITH DEPARTMENT SCREEN PRINTING ON FRONT AND BACK, SIZES: S - XL	S \$7.00 M \$7.00 L \$7.00 XL \$7.00 2XL \$9.00 3XL \$9.00

T-SHIRTS, GILDAN 8000, DARK NAVY WITH DEPARTMENT SCREEN PRINTING ON FRONT AND BACK, SIZES: 2XL - 3XL	S \$7.00 M \$7.00 L \$7.00 XL \$7.00 2XL \$9.00 3XL \$9.00
FLEECE JACKETS DARK NAVY WITH DEPARTMENT EMBROIDERY, R HERO'S 505, SIZES: S - XL	S \$55.00 M \$55.00 L \$55.00 XL \$55.00 2XL \$55.00 3XL \$59.50
FLEECE JACKETS DARK NAVY WITH DEPARTMENT EMBROIDERY, R HERO'S 505, SIZES: 2XL - 4XL	S \$55.00 M \$55.00 L \$55.00 XL \$55.00 2XL \$55.00 3XL \$59.50 4XL \$62.50
SHORTS SPORT-TEK ST312 POSICHARGE TOUGH MESH POCKET, ALL COLORS	S \$13.25 M \$13.25 L \$13.25 XL \$13.25 2XL \$14.75 3XL \$17.45
ACADEMY ITEMS	
POLO SHIRT, BAW-CT770 CRESCENT COOL TECH, ALL COLORS, INCLUDING EMBROIDERY	S M NO L XL BID 2XL 3XL

TEE SHIRT, SPORT-TEK ST350 COMPEDITOR TEE SS, ALL COLORS, INCLUDING SCREEN PRINTING	S. #8.85 M #8.85 L #8.85 XL #8.85 2XL #10.35 3XL #13.00
TEE SHIRT, SPORT-TEK ST350LS COMPEDITOR TEE LS, ALL COLORS, INCLUDING SCREEN PRINTING	S #10.35 M #10.35 L #10.35 XL #10.35 2XL #11.80 3XL #14.40
TEE SHIRT, PORT & COMPANY PC55 50/50 COTTON POLY/TEE SHIRT, COLOR NAVY, INCLUDING SCREEN PRINTING	S #7.10 M #7.10 L #7.10 XL #7.10 2XL #9.60 3XL #9.60
TOTAL	\$ 1604.50
UNIFORM ACCESSORIES	
BELT, DUTY MAN 1311 BLACK, VELCRO, ALL SIZES 28-60	\$ 22.00
BELT, DUTY MAN 1611 BLACK, BUCKEL, ALL SIZES 28-60	\$ 22.00
SOCKS WHITE OR BLACK, CREW TYPE, THORLO WGX SERIES	\$ 10.25

SOCKS WHITE OR BLACK, OVER THE CALF, THORLO TWD SERIES	\$10.75
SHOES, ROCKY 2034, MENS & WOMANS SIZES	\$57.90
SHOES, MAGNUM DUTY LITE GLOSS 5098, MENS & WOMANS SIZES	\$50.75
BOOTS, MAGNUM MIDNITE PLUS 6" 5248, MENS & WOMANS SIZES	\$81.70
BOOTS, MAGNUM STEALTH BLACK 8" 5220, MENS & WOMANS SIZES	\$84.85

BOOTS, MAGNUM STEALTH BLACK 8" SIDE ZIP 5198, MENS & WOMANS SIZES	
	\$88.00
NECK-TIE, TIE-ON, NAVY BLUE, SAMUAL BROOME 90078	
	\$6.50
NECK TIE, CLIP-ON, NAVY BLUE, SAMUAL BROOME 90043	
	\$6.50
BALL CAP, NAVY BLUE, 6-PANEL MESH, WITH 3"W X 2"H HFD EMBROIDERY, PORT AUTHORITY C833	
	\$9.00
FIVE CROSSED BUGLE SHOULDER BOARD, GOLD/ MIDNIGHT, PR, PREMIER S1510	
	\$8.25
FOUR CROSSED BUGLE SHOULDER BOARD, GOLD/ MIDNIGHT, PR, PREMIER S1508	
	\$8.25
THREE CROSSED BUGLE SHOULDER BOARD, GOLD/ MIDNIGHT, PR, PREMIER S1506	
	\$8.25
WATCH CAP, ACRYLIC, NAVY, WITH 2"W HFD EMBROIDERY (SAME AS CAP), EMBLEM ENTERRISES 6849	S M L XL 2XL 3XL
ONE SIZE	\$9.00
TOTAL	\$ 483.95

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, May 16, 2013, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies, to-wit:

ITEM #17 UNIFORMS FOR THE HATTIESBURG FIRE DEPARTMENT

The above shall 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.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

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 16th day of April, 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 
CITY CLERK

(SEAL)

SPECIFICATIONS FOR ITEM #17: UNIFORMS FOR THE HATTIESBURG FIRE DEPARTMENT

Bidder shall bid on furnishing uniforms for the Hattiesburg Fire Department which meets or exceeds the following specifications to wit:

(SEE ATTACHED DETAILED SPECIFICATIONS)

IMPORTANT: The City of Hattiesburg reserves the right to award separate bids for uniform items and accessory items as listed herein. All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of bids received, vendors shall bid only on specified item(s) in unit(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

Bidders wishing to provide clothing other than brand names listed in the detailed specifications must submit samples of materials to be furnished to the Hattiesburg Fire Department and receive written approval of the fire Chief or his designee prior to submission of bids. The submission of equals which have not been approved will automatically disqualify the bid from consideration in the awarding of this contract.

PRICES shall be FIRM for a period beginning on June 5, 2013, and ending March 31, 2014, items to be purchased as required.

DELIVERY: F.O.B. 810 N Main Street, Hattiesburg, Mississippi, within 120 days the date the order is received by the accepted bidder. Ship order in full, freight prepaid. No partial shipment accepted.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, May 16, 2013, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID

UNIFORMS FOR THE HATTIESBURG FIRE DEPARTMENT, ITEM #17

SUBMITTED BY 10:00 A.M. MAY 16, 2013

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 and all bids received and to waive informalities.

APPROVED on this, the 16th day of April A. D., 2013.

BY: 
CITY CLERK

SPECIFICATIONS APPROVED BY:

HATTIESBURG FIRE DEPARTMENT

NAME OF COMPANY

STREET/PO ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

UNIFORM ITEMS	COST/EACH BY SIZE
FECHHEIMER 34800, DRESS COAT/DARK NAVY SILVER OR GOLD FD BUTTONS – ALL SIZES, & DEPARTMENT PATCH SEWN ON LEFT SLEEVE, MEST BE ABLE TO SEW MALTESE CROSSES AND RANK PIPING ABOVE CUFFS AS NEEDED	S M L XL 2XL 3XL
FECHHEIMER 34291, DRESS TROUSERS POLYESTER/WOOL DARK NAVY WITH 3/8" FLUTED RED OR GOLD FLUTED PIPING SEWN INTO THE WAISTBAND – ALL SIZES	S M L XL 2XL 3XL
FECHHEIMER 59130WP DUTY JACKET, DARK NAVY WITH DEPARTMENT PATCH SEWN ON LEFT SLEEVE – ALL SIZES	S M L XL 2XL 3XL
FECHHEIMER 3900, TROUSERS, DARK NAVY WITH GOLD FLUTED PIPING SEWN INTO THE WAISTBAND ALL SIZES	S M L XL 2XL 3XL
TRU SPEC 24-7 1000 SERIES TROUSERS, DARK NAVY & KHAKI, ALL SIZES	S M L XL 2XL 3XL
DRESS SHIRT, SHORT SLEEVE SOUTHEASTERN 9203/L9203 WHITE DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES	S M L XL 2XL 3XL

DRESS SHIRT, LONG SLEEVE SOUTHEASTERN 9103/L9103 WHITE DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES	S M L XL 2XL 3XL
DRESS SHIRT, SHORT SLEEVE SOUTHEASTERN 3200 SERIES, DARK NAVY, DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES	S M L XL 2XL 3XL
DRESS SHIRT, LONG SLEEVE SOUTHEASTERN 3100 SERIES, DARK NAVY & LIGHT BLUE, DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES	S M L XL 2XL 3XL
5.11TACTICAL PERFORMANCE POLO, 71049 SHORT SLEEVE, WHITE WITH NAME AND RANK EMBROIDERY, ALL SIZES	S M L XL 2XL 3XL
5.11TACTICAL PERFORMANCE POLO, 72049 LONG SLEEVE, WHITE WITH NAME AND RANK EMBROIDERY, ALL SIZES	S M L XL 2XL 3XL
TRU-SPEC 24-7 4300 SERIES SHORT SLEEVE POLO, GRAY & NAVY WITH RANK EMBROIDERY, ALL SIZES	S M L XL 2XL 3XL

TRU-SPEC 24-7 4300 SERIES SHORT SLEEVE POLO, GRAY & NAVY WITH RANK EMBROIDERY, ALL SIZES	S M L XL 2XL 3XL
TRU-SPEC 24-7 4300 SERIES LONG SLEEVE POLO, GRAY & NAVY WITH RANK EMBROIDERY, ALL SIZES	S M L XL 2XL 3XL
T-SHIRTS, GILDAN 8000, DARK NAVY WITH DEPARTMENT SCREEN PRINTING ON FRONT AND BACK, ALL SIZES	S M L XL 2XL 3XL
FLEECE JACKETS DARK NAVY WITH DEPARTMENT EMBROIDERY, R HERO'S 505, ALL SIZES	S M L XL 2XL 3XL
SHORTS SPORT-TEK ST312 POSICHARGE TOUGH MESH POCKET, ALL COLORS	S M L XL 2XL 3XL

ACADEMY ITEMS	
POLO SHIRT, BAW-CT770 CRESCENT COOL TECH, ALL COLORS, INCLUDING EMBROIDERY	S M L XL 2XL 3XL
TEE SHIRT, SPORT-TEK ST350 COMPEDITOR TEE SS, ALL COLORS, INCLUDING SCREEN PRINTING	S M L XL 2XL 3XL
TEE SHIRT, SPORT-TEK ST350LS COMPEDITOR TEE LS, ALL COLORS, INCLUDING SCREEN PRINTING	S M L XL 2XL 3XL
TEE SHIRT, PORT & COMPANY PC55 50/50 COTTON POLY/TEE SHIRT, COLOR NAVY, INCLUDING SCREEN PRINTING	S M L XL 2XL 3XL
TOTAL	\$
UNIFORM ACCESSORIES	

BELT, DUTY MAN 1311 BLACK, VELCRO, ALL SIZES	
BELT, DUTY MAN 1611 BLACK, BUCKEL, ALL SIZES	
SOCKS WHITE OR BLACK, CREW TYPE, THORLO WGX SERIES	
SOCKS WHITE OR BLACK, OVER THE CALF, THORLO TWD SERIES	
SHOES, ROCKY 2034 ALL SIZES	
SHOES, MAGNUM DUTY LITE GLOSS 5098, ALL SIZES	

BOOTS, MAGNUM MIDNITE PLUS 6" 5248, ALL SIZES	
BOOTS, MAGNUM STEALTH BLACK 8" 5220, ALL SIZES	
BOOTS, MAGNUM STEALTH BLACK 8" SIDE ZIP 5198, ALL SIZES	
NECK-TIE, TIE-ON, NAVY BLUE, SAMUAL BROOME 90078	
NECK TIE, CLIP-ON, NAVY BLUE, SAMUAL BROOME 90043	
BALL CAP, NAVY BLUE, 6-PANEL MESH, WITH 3"W X 2"H HFD EMBROIDERY, PORT AUTHORITY C833	

[illegible]

100

UNIFORM ITEMS	COST/EACH BY SIZE
FECHHEIMER 34800, DRESS COAT/DARK NAVY SILVER OR GOLD FD BUTTONS – ALL SIZES MENS & WOMANS & DEPARTMENT PATCH SEWN ON LEFT SLEEVE, MEST BE ABLE TO SEW MALTESE CROSSES AND RANK PIPING ABOVE CUFFS AS NEEDED	S M NB L XL 2XL 3XL
FECHHEIMER 34291, DRESS TROUSERS POLYESTER/WOOL DARK NAVY WITH 3/8" FLUTED RED OR GOLD FLUITED PIPING SEWN INTO THE WAISTBAND – ALL SIZES MENS & WOMANS	S M L NB XL 2XL 3XL
FECHHEIMER 59130WP DUTY JACKET, DARK NAVY WITH DEPARTMENT PATCH SEWN ON LEFT SLEEVE – ALL SIZES	S M NB L XL 2XL 3XL
FECHHEIMER 3900, TROUSERS, DARK NAVY WITH GOLD FLUITED PIPING SEWN INTO THE WAISTBAND ALL SIZES MENS & WOMANS	S M NB L XL 2XL 3XL
TRU SPEC 24-7 1000 SERIES TROUSERS, DARK NAVY & KHAKI, ALL SIZES MENS & WOMANS	S M S-XL #33.95 L XL 2XL-3XL #38.90 2XL 3XL
DRESS SHIRT, SHORT SLEEVE SOUTHEASTERN 9203/L9203 WHITE DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES MENS & WOMANS	S M NB L XL 2XL 3XL

FILED

FEB 21 2013

EDDIE H. MYERS, CITY CLERK
By Deputy Clerk

DRESS SHIRT, LONG SLEEVE SOUTHEASTERN 9103/L9103 WHITE DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES MENS & WOMANS	S M L NB XL 2XL 3XL
DRESS SHIRT, SHORT SLEEVE SOUTHEASTERN 3200 SERIES, DARK NAVY, DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES MENS & WOMANS	S M L NB XL 2XL 3XL
DRESS SHIRT, LONG SLEEVE SOUTHEASTERN 3100 SERIES, DARK NAVY & LIGHT BLUE, DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES MENS & WOMANS	S M L NB XL 2XL 3XL
5.11TACTICAL PERFORMANCE POLO, 71049 SHORT SLEEVE, WHITE WITH NAME AND RANK EMBROIDERY, SIZES: SMALL - XL	S M L \$50.74 XL 2XL 3XL
5.11TACTICAL PERFORMANCE POLO, 71049 SHORT SLEEVE, WHITE WITH NAME AND RANK EMBROIDERY, SIZES: 2XL - 3XL	S M L \$55.74 XL 2XL 3XL
5.11TACTICAL PERFORMANCE POLO, 72049 LONG SLEEVE, WHITE WITH NAME AND RANK EMBROIDERY, SIZES: SMALL - XL	S M L \$54.75 XL 2XL 3XL

5.11 TACTICAL PERFORMANCE POLO, 72049 LONG SLEEVE, WHITE WITH NAME AND RANK EMBROIDERY, SIZES: 2XL - 3XL	S M L \$60.74 XL 2XL 3XL
TRU-SPEC 24-7 4300 SERIES SHORT SLEEVE POLO, GRAY & NAVY WITH RANK EMBROIDERY, SIZES: S - XL	S M L \$38.20 XL 2XL 3XL
TRU-SPEC 24-7 4300 SERIES SHORT SLEEVE POLO, GRAY & NAVY WITH RANK EMBROIDERY, SIZES: 2XL - 3XL	S M L \$39.50 XL 2XL 3XL
TRU-SPEC 24-7 4300 SERIES LONG SLEEVE POLO, GRAY & NAVY WITH RANK EMBROIDERY, SIZES: S - X-L	S M \$43.50 L XL 2XL 3XL
TRU-SPEC 24-7 4300 SERIES LONG SLEEVE POLO, GRAY & NAVY WITH RANK EMBROIDERY, SIZES: 2XL - 4XL	S M L \$45.50 XL 2XL 3XL
T-SHIRTS, GILDAN 8000, DARK NAVY WITH DEPARTMENT SCREEN PRINTING ON FRONT AND BACK, SIZES: S - XL	S M \$7.59 L XL 2XL 3XL

T-SHIRTS, GILDAN 8000, DARK NAVY WITH DEPARTMENT SCREEN PRINTING ON FRONT AND BACK, SIZES: 2XL - 3XL	S M L \$ 9.45 XL 2XL 3XL
FLEECE JACKETS DARK NAVY WITH DEPARTMENT EMBROIDERY, R HERO'S 505, SIZES: S - XL	S M L NB XL 2XL 3XL
FLEECE JACKETS DARK NAVY WITH DEPARTMENT EMBROIDERY, R HERO'S 505, SIZES: 2XL - 4XL	S M L NB XL 2XL 3XL
SHORTS SPORT-TEK ST312 POSICHARGE TOUGH MESH POCKET, ALL COLORS	S M # 11.23 L XL 2XL 3XL
ACADEMY ITEMS	
POLO SHIRT, BAW-CT770 CRESCENT COOL TECH, ALL COLORS, INCLUDING EMBROIDERY	S M NB L XL 2XL 3XL

TEE SHIRT, SPORT-TEK ST350 COMPEDITOR TEE SS, ALL COLORS, INCLUDING SCREEN PRINTING	S M L \$8.53 XL 2XL 3XL
TEE SHIRT, SPORT-TEK ST350LS COMPEDITOR TEE LS, ALL COLORS, INCLUDING SCREEN PRINTING	S M L \$9.78 XL 2XL 3XL
TEE SHIRT, PORT & COMPANY PC55 50/50 COTTON POLY/TEE SHIRT, COLOR NAVY, INCLUDING SCREEN PRINTING	S M \$5.99 L XL 2XL 3XL
TOTAL	\$ 514.09
UNIFORM ACCESSORIES	
BELT, DUTY MAN 1311 BLACK, VELCRO, ALL SIZES	NB
BELT, DUTY MAN 1611 BLACK, BUCKEL, ALL SIZES	NB
SOCKS WHITE OR BLACK, CREW TYPE, THORLO WGX SERIES	NB

SOCKS WHITE OR BLACK, OVER THE CALF, THORLO TWD SERIES	NB
SHOES, ROCKY 2034, MENS & WOMANS SIZES	\$ 67.00
SHOES, MAGNUM DUTY LITE GLOSS 5098, MENS & WOMANS SIZES	NB
BOOTS, MAGNUM MIDNITE PLUS 6" 5248, MENS & WOMANS SIZES	NB
BOOTS, MAGNUM STEALTH BLACK 8" 5220, MENS & WOMANS SIZES	NB

BOOTS, MAGNUM STEALTH BLACK 8" SIDE ZIP 5198, MENS & WOMANS SIZES	NB
NECK-TIE, TIE-ON, NAVY BLUE, SAMUAL BROOME 90078	NB
NECK TIE, CLIP-ON, NAVY BLUE, SAMUAL BROOME 90043	NB
BALL CAP, NAVY BLUE, 6-PANEL MESH, WITH 3"W X 2"H HFD EMBROIDERY, PORT AUTHORITY C833	7.49
FIVE CROSSED BUGLE SHOULDER BOARD, GOLD/ MIDNIGHT, PR, PREMIER S1510	6.29
FOUR CROSSED BUGLE SHOULDER BOARD, GOLD/ MIDNIGHT, PR, PREMIER S1508	6.29
THREE CROSSED BUGLE SHOULDER BOARD, GOLD/ MIDNIGHT, PR, PREMIER S1506	6.29
WATCH CAP, ACRYLIC, NAVY, WITH 2"W HFD EMBROIDERY (SAME AS CAP), EMBLEM ENTERRISES 6849	S M L XL 2XL 3XL 8.79
TOTAL	\$ 102.15

B & F Distributors LLC
Tactical Store
Name of Company

103 Broadway Drive
Street/PO Address

Hattiesburg, MS 39401
CITY/STATE & ZIP CODE

601 544-4463
PHONE/FAX NUMBER

2/21/2013
DATE OF BID

Dessie Minor President
OFFICIAL'S NAME & TITLE

Dessie Minor
OFFICIAL'S SIGNATURE

FILED
FEB 21 2013
By *Eddie R. Myers* Deputy Clerk
EDDIE R. MYERS, DEPUTY CLERK

McCLAIN UNIFORMS

NAME OF COMPANY

320 BEACON PARKWAY WEST

STREET/PO ADDRESS

BIRMINGHAM, AL 35205

CITY/STATE & ZIP CODE

800/810-3417 205-942-9229

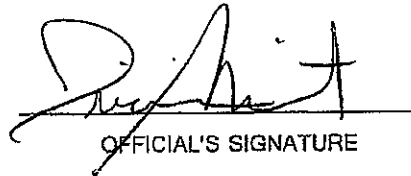
PHONE NUMBER & FAX NUMBER

February 14, 2013

DATE OF BID

TRICIA MINOT, SALES MANAGER

OFFICIAL'S NAME & TITLE



OFFICIAL'S SIGNATURE

UNIFORM ITEMS	COST/EACH BY SIZE
* FECHHEIMER 34800, DRESS COAT/DARK NAVY SILVER OR GOLD FD BUTTONS - ALL SIZES MENS & WOMANS & DEPARTMENT PATCH SEWN ON LEFT SLEEVE, MUST BE ABLE TO SEW MALTESE CROSSES AND RANK PIPING ABOVE CUFFS AS NEEDED SZ 32-60	S \$201.00 M \$201.00 L \$201.00 XL \$201.00 2XL \$201.00 3XL \$201.00
FECHHEIMER 34291, DRESS TROUSERS POLYESTER/WOOL DARK NAVY WITH 3/8" FLUTED RED OR GOLD FLUTED PIPING SEWN INTO THE WAISTBAND - ALL SIZES MENS & WOMANS SZ 28-56	S \$71.50 M \$71.50 L \$71.50 XL \$71.50 2XL \$71.50 3XL \$71.50
FECHHEIMER 59130WP DUTY JACKET, DARK NAVY WITH DEPARTMENT PATCH SEWN ON LEFT SLEEVE - ALL SIZES	S \$104.95 M \$104.95 L \$104.95 XL \$104.95 2XL \$104.95 3XL \$104.95
FECHHEIMER 3900, TROUSERS, DARK NAVY WITH GOLD FLUTED PIPING SEWN INTO THE WAISTBAND ALL SIZES MENS & WOMANS LADIES SZ 2-28 MEN'S SZ 28-58	S \$39.00 M \$39.00 L \$39.00 XL \$39.00 2XL \$39.00 3XL \$39.00
TRU SPEC 24-7 1000 SERIES TROUSERS, DARK NAVY & KHAKI, ALL SIZES MENS & WOMANS LADIES SZ 2-24 MEN'S SZ 28-44 \$39.00 SZ 46-54 \$42.95	S \$39.00 M \$39.00 L \$39.00 XL \$39.00 2XL \$42.95 3XL \$42.95
DRESS SHIRT, SHORT SLEEVE SOUTHEASTERN 9203/L9203 WHITE DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES MENS & WOMANS LADIES 30-40 \$30.30 42-44 \$31.85 46-50 \$34.75	S \$30.30 (14-14.5) M \$30.30 (15-15.5) L \$30.30 (16-16.5) XL \$30.30 (17-17.5) 2XL \$31.85 (18-18.5) 3XL \$34.75 (19-19.5)

PRICE INCLUDES

BOTH SLEEVES

- * 1 STRIPE \$10.00 4 STRIPES \$25.00
2 STRIPES \$15.00 5 STRIPES \$30.00
3 STRIPES \$20.00 MALTESE CROSS \$1.00 EACH

DRESS SHIRT, LONG SLEEVE SOUTHEASTERN 9103/L9103 WHITE DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES MENS & WOMANS LADIES 30-40 \$33.35 42-46 \$35.05 48-50 \$38.25	S \$33.35 (14-14.5) M \$33.35 (15-15.5) L \$33.35 (16-16.5) XL \$33.35 (17-17.5) 2XL \$35.05 (18-18.5) 3XL \$38.25 (19-19.5)
DRESS SHIRT, SHORT SLEEVE SOUTHEASTERN 3200 SERIES, DARK NAVY, DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES MENS & WOMANS LADIES 30-40 \$27.75 42-46 \$28.95 48-50 \$31.60	S \$27.75 (14-14.5) M \$27.75 (15-15.5) L \$27.75 (16-16.5) XL \$27.75 (17-17.5) 2XL \$28.95 (18-18.5) 3XL \$31.60 (19-19.5)
DRESS SHIRT, LONG SLEEVE SOUTHEASTERN 3100 SERIES, DARK NAVY & LIGHT BLUE, DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES MENS & WOMANS LADIES 30-40 \$30.90 42-46 \$32.50 48-50 \$35.45	S \$30.90 (14-14.5) M \$30.90 (15-15.5) L \$30.90 (16-16.5) XL \$30.90 (17-17.5) 2XL \$32.50 (18-18.5) 3XL \$35.45 (19-19.5)
5.11TACTICAL PERFORMANCE POLO, 71049 SHORT SLEEVE, WHITE WITH NAME AND RANK EMBROIDERY, SIZES: SMALL - XL	S \$41.95 M \$41.95 L \$41.95 XL \$41.95 2XL \$41.95 3XL \$46.95
5.11TACTICAL PERFORMANCE POLO, 71049 SHORT SLEEVE, WHITE WITH NAME AND RANK EMBROIDERY, SIZES: 2XL - 3XL	S \$41.95 M \$41.95 L \$41.95 XL \$41.95 2XL \$41.95 3XL \$46.95
5.11TACTICAL PERFORMANCE POLO, 72049 LONG SLEEVE, WHITE WITH NAME AND RANK EMBROIDERY, SIZES: SMALL - XL	S \$43.80 M \$43.80 L \$43.80 XL \$43.80 2XL \$43.80 3XL \$48.80

5.11 TACTICAL PERFORMANCE POLO, 72049 LONG SLEEVE, WHITE WITH NAME AND RANK EMBROIDERY, SIZES: 2XL - 3XL	S \$43.80 M \$43.80 L \$43.80 XL \$43.80 2XL \$43.80 3XL \$48.80
TRU-SPEC 24-7 4300 SERIES SHORT SLEEVE POLO, GRAY & NAVY WITH RANK EMBROIDERY, SIZES: S - XL	S \$34.95 M \$34.95 L \$34.95 XL \$34.95 2XL \$38.60 3XL \$38.60
TRU-SPEC 24-7 4300 SERIES SHORT SLEEVE POLO, GRAY & NAVY WITH RANK EMBROIDERY, SIZES: 2XL - 3XL	S \$34.95 M \$34.95 L \$34.95 XL \$34.95 2XL \$38.60 3XL \$38.60
TRU-SPEC 24-7 4300 SERIES LONG SLEEVE POLO, GRAY & NAVY WITH RANK EMBROIDERY, SIZES: S - X-L	S \$39.10 M \$39.10 L \$39.10 XL \$39.10 2XL \$42.15 3XL \$42.15
TRU-SPEC 24-7 4300 SERIES LONG SLEEVE POLO, GRAY & NAVY WITH RANK EMBROIDERY, SIZES: 2XL - 4XL	S \$39.10 M \$39.10 L \$39.10 XL \$39.10 2XL \$42.15 3XL \$42.15 4XL \$42.15
T-SHIRTS, GILDAN 8000, DARK NAVY WITH DEPARTMENT SCREEN PRINTING ON FRONT AND BACK, SIZES: S - XL	S \$7.00 M \$7.00 L \$7.00 XL \$7.00 2XL \$9.00 3XL \$9.00

T-SHIRTS, GILDAN 8000, DARK NAVY WITH DEPARTMENT SCREEN PRINTING ON FRONT AND BACK, SIZES: 2XL - 3XL	S \$7.00 M \$7.00 L \$7.00 XL \$7.00 2XL \$9.00 3XL \$9.00
FLEECE JACKETS DARK NAVY WITH DEPARTMENT EMBROIDERY, R HERO'S 505, SIZES: S - XL	S \$55.00 M \$55.00 L \$55.00 XL \$55.00 2XL \$55.00 3XL \$59.50
FLEECE JACKETS DARK NAVY WITH DEPARTMENT EMBROIDERY, R HERO'S 505, SIZES: 2XL - 4XL	S \$55.00 M \$55.00 L \$55.00 XL \$55.00 2XL \$55.00 3XL \$59.50 4XL \$62.50
SHORTS SPORT-TEK ST312 POSICHARGE TOUGH MESH POCKET, ALL COLORS	S \$13.25 M \$13.25 L \$13.25 XL \$13.25 2XL \$14.75 3XL \$17.65
ACADEMY ITEMS	
POLO SHIRT, BAW-CT770 CRESCENT COOL TECH, ALL COLORS, INCLUDING EMBROIDERY	S M NO L XL BID 2XL 3XL

TEE SHIRT, SPORT-TEK ST350 COMPEDITOR TEE SS, ALL COLORS, INCLUDING SCREEN PRINTING	S. \$8.85 M \$8.85 L \$8.85 XL \$8.85 2XL \$10.35 3XL \$13.00
TEE SHIRT, SPORT-TEK ST350LS COMPEDITOR TEE LS, ALL COLORS, INCLUDING SCREEN PRINTING	S \$10.35 M \$10.35 L \$10.35 XL \$10.35 2XL \$11.80 3XL \$14.40
TEE SHIRT, PORT & COMPANY PC55 50/50 COTTON POLY/TEE SHIRT, COLOR NAVY, INCLUDING SCREEN PRINTING	S \$7.10 M \$7.10 L \$7.10 XL \$7.10 2XL \$9.60 3XL \$9.60
TOTAL	\$ 1604.50
UNIFORM ACCESSORIES	
BELT, DUTY MAN 1311 BLACK, VELCRO, ALL SIZES 28-40	\$22.00
BELT, DUTY MAN 1611 BLACK, BUCKEL, ALL SIZES 28-40	\$22.00
SOCKS WHITE OR BLACK, CREW TYPE, THORLO WGX SERIES	\$10.25

SOCKS WHITE OR BLACK, OVER THE CALF, THORLO TWD SERIES	\$10.75
SHOES, ROCKY 2034, MENS & WOMANS SIZES	\$57.90
SHOES, MAGNUM DUTY LITE GLOSS 5098, MENS & WOMANS SIZES	\$50.75
BOOTS, MAGNUM MIDNITE PLUS 6" 5248, MENS & WOMANS SIZES	\$81.70
BOOTS, MAGNUM STEALTH BLACK 8" 5220, MENS & WOMANS SIZES	\$84.85

BOOTS, MAGNUM STEALTH BLACK 8" SIDE ZIP 5198, MENS & WOMANS SIZES	
	\$88.00
NECK-TIE, TIE-ON, NAVY BLUE, SAMUAL BROOME 90078	\$6.50
NECK TIE, CLIP-ON, NAVY BLUE, SAMUAL BROOME 90043	\$6.50
BALL CAP, NAVY BLUE, 6-PANEL MESH, WITH 3"W X 2"H HFD EMBROIDERY, PORT AUTHORITY C833	\$9.00
FIVE CROSSED BUGLE SHOULDER BOARD, GOLD/ MIDNIGHT, PR, PREMIER S1510	\$8.25
FOUR CROSSED BUGLE SHOULDER BOARD, GOLD/ MIDNIGHT, PR, PREMIER S1508	\$8.25
THREE CROSSED BUGLE SHOULDER BOARD, GOLD/ MIDNIGHT, PR, PREMIER S1506	\$8.25
WATCH CAP, ACRYLIC, NAVY, WITH 2"W HFD EMBROIDERY (SAME AS CAP), EMBLEM ENTERRISES 6849 ONE SIZE	S M L XL \$9.00 2XL 3XL
TOTAL	\$ 483.95



City of Hattiesburg, MS

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

Master

File Number: 2013-0210

File ID: 2013-0210

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/09/2013

Brief Title: Acknowledge and Reject bids for 12 Month Lease on a New Current Model 2013 Wheel Loader Backhoe; Approve Revised Specifications and Authorize Publication of advertisement for same

Final Action:

Minute Book Number: MB2013-124

Title:

Acknowledge Receipt of Bids on February 21, 2013 for 12 Month Lease on a New Current Model 2013 Wheel Loader Backhoe, and Reject the bids due to the City's specifications being too vague; Approve Revised Specifications and Authorize Publication of Advertisement for the above item.

Notes:

Sponsors:

Enactment Date:

Attachments: 04-16-Reject and Readvertise Backhoe, executed
04-16-Reject and Readvertise Backhoe

Enactment Number:

Contact:

Meeting Date: 04/16/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/16/2013					

Text of Legislative File 2013-0210

Title

Acknowledge Receipt of Bids on February 21, 2013 for 12 Month Lease on a New Current Model 2013 Wheel Loader Backhoe, and Reject the bids due to the City's specifications being too vague; Approve Revised Specifications and Authorize Publication of Advertisement for the above item.

Summary

Acknowledge and Reject bids for 12 Month Lease on a New Current Model 2013 Wheel Loader Backhoe; Approve Revised Specifications and Authorize Publication of advertisement for same

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, May 16, 2013, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items for the Public Works Department, to-wit:

12 MONTH RENTAL ON A NEW CURRENT MODEL 2013 WHEEL LOADER BACKHOE

The above shall 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.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

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 16th day of April, 2013

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK BY: _____

(S E A L)

SPECIFICATIONS FOR: 12 MONTH RENTAL ON A NEW CURRENT MODEL 2013 WHEEL LOADER BACKHOE

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

DELIVERY: F.O.B. Hattiesburg, Mississippi, freight prepaid.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, May 16, 2013, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID

**12 MONTH RENTAL ON A NEW CURRENT MODEL 2013 WHEEL LOADER BACKHOE
SUBMITTED BY 10:00 A.M. MAY 16, 2013**

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 and all bids received and to waive informalities.

APPROVED on this, the 16th day of April A. D., 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC WORKS DEPARTMENT

SPECIFICATIONS FOR A 12 MONTH RENTAL ON A NEW CURRENT MODEL 2013 WHEEL LOADER BACKHOE

The unit shall be equipped with the following:

Tier 4 interim diesel engine meeting U.S. EPA stage IIIB emission standards of 95 net peak power at 1800 RPM EEC 80/1269 & ISO9249, long life diesel particulate filter, suction fan and guard, one touch or auto low idle.

All wheel drive

Power shuttle or full powershift transmission, reversing in all gears with forward and reverse speeds, differential lock

Cab with air conditioning and heat

Extendable backhoe stick, SAE max 17' 11" extended, digging depth, joystick controls with pattern changer, swing transport lock, boom transport lock, thumb ready

24" heavy duty digging bucket and 48" ditching bucket

Minimum 1.3 cubic yard general purpose loader bucket, with auxiliary loader hydraulics plumbed to the machine front

Minimum 36 gallon per minute hydraulics, variable flow-axial piston closed center or closed center with gear pump system

Work lights, 4 front, 4 rear and flashing hazard/signal lights, stop and tail lights

Operating weight minimum 15,000 lbs

Expected delivery date and bid expiration date

Monthly lease price with 3rd party financing shall be listed.

Monthly lease price without 3rd party financing shall be listed

Cost to purchase equipment after 12 month rental with 3rd party financing shall be listed, should the City choose to buy it

Cost to purchase equipment after 12 month rental without 3rd party financing shall be listed, should the City choose to buy it

Environmental fees and insurance to cover the 12 month rental period shall be listed



Jackson, Mississippi (601) 939-1000 * (800) 682-6409
408 Hwy 49 South * P.O. Box 6038 * Jackson, MS 39288-6038

February 21, 2013

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39403-1898

RE: Backhoe Lease Bid with Purchase Option

Honorable Sirs,

We at Stribling Equipment LLC., are pleased to submit the following 12 month lease quote on one[1] or more John Deere 310SK Loader Backhoe[s]. The unit[s] bid will have all standard specifications, per the enclosed brochure, plus the following optional items to satisfy your specifications.

OPTIONS: Cab with Air Conditioning and Heat, Four Wheel Drive, Extendable Dipperstick, Joy-Stick Controls with Pattern Changer, 24" Heavy Duty Digging Bucket, 48" Ditching Bucket, 1.3 yard Loader Bucket and Auxiliary Hydraulics to the end of the Loader Boom .

Delivery: Delivery can be expected in 2 to 3 weeks with the lease expiration to be 365 days[12 months] from delivery date.

Payments: \$955.71 per month for 12 months with payments in arrears via a BancorpSouth Equipment Finance governmental lease. This payment includes physical damage insurance with a \$1000.00 deductible per occurrence. The backhoe can be returned at the end of the 12 month lease period or purchased for \$73,000.00. A copy of the BancorpSouth lease proposal is enclosed. An Equipment Condition Return Agreement is included for your approval in the event machine is returned at the end of the 12 month lease period.

Thank you for this opportunity to bid and I hope to be favored with your business.

Regards,

FILED

FEB 21 2013

EDDIE H. MYERS, CH. CLERK
By Deputy Clerk

Jackson, MS * 601-939-1000
Natchez, MS * 601-442-3613
Greenwood, MS * 662-453-7556
Meridian, MS * 601-482-5575
Columbus, MS * 662-328-0820
Hattiesburg, MS * 601-268-2103
Biloxi, MS * 228-396-2300
Brookhaven, MS * 601-835-4400
Philadelphia, MS * 601-656-1997
Tupelo, MS * 662-844-3212
Memphis, TN * 901-345-5294
Jackson, TN * 731-422-2542



2/21/2013

Sent via: jchasstain@striblingequipment.com

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39401

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: BancorpSouth Equipment Finance, a division of BancorpSouth Bank
2. Lessee: City of Hattiesburg
3. Equipment Description: John Deere 310SK
4. Equipment Cost: \$83,200.00
5. Lease Term: 1 Year
6. Lease Payments: (These are approximate payment amounts. The actual payment will be determined at funding date.)

12 Monthly payments of \$955.71 w/ balloon \$73,000.00 due 1 month after final payment
Payments in arrears
7. Lease Rate: 1.50%
8. Funding Date: This proposal is contingent upon the equipment being delivered and the lease funded prior to 5/31/13. If the equipment is not delivered and the lease funded prior to 5/31/13, this proposal is null and void. Any extension of the funding date must be in writing.
9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.

10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**

12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.

13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.

14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.

15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to BancorpSouth Equipment Finance. **The proposal is subject to approval by BancorpSouth Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

This proposal expires as of the close of business on 3/31/13. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610.

Bob Lee

Bob Lee
Municipal Finance Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By: _____
Title

Date: _____

EXHIBIT "A"

EQUIPMENT CONDITION RETURN

STRIBLING EQUIPMENT, LLC is herein referred to as "Company" and _____ is herein referred to as "User". This Exhibit relates to the following equipment:

Make _____ Model _____ Serial Number _____

User shall at its own cost and expense perform or have performed any repairs or maintenance required to restore the referenced equipment to the same condition as when received by User, all reasonable wear and tear excepted. Reasonable wear and tear shall mean that the referenced equipment has been maintained by User in "Average Saleable Condition" during the contract period.

Average Saleable Condition shall be satisfied when all of the following minimum standards are met:

- . FRAME: Structural members and accessories will be structurally sound, without breaks or cracks.
- B. DRIVE TRAIN, TRANSMISSION AND ENGINE: Transmission will shift properly at rated loads and speeds. Mechanical drive train, differentials and final drives will be in good condition and operate within manufacturer's recommendations. Engine and hydraulic system will operate properly at full rated loads and within factory specifications.
- . TIRES AND UNDERCARRIAGE: Tires and undercarriage components must have 50% wear remaining and free of structural damage.
- . ACCESSORIES: All ground engaging tools (buckets, blades, rippers, etc.) cab, canopies, enclosures, lights, and/or accessories will be in good condition and appearance. Wear items (cutting edges, teeth, chains, sprockets and etc.) will have 50% wear remaining. Damage to the machine from accident or abuse such as, but not limited to, broken glass, damaged or missing sheet metal, lights and etc., shall be replaced or repaired to standard.

- . GENERAL CONDITION: All components will have been serviced following manufacturer's written operating and maintenance procedures indicated in the manufacturer's Service Manual and/or Lube and Maintenance Guide, periodic adjustments and inspection performed and all lubricants and hydraulic oils changed. At every 250 hours on the engine and every 500 hours on all other power trains and hydraulic components, User will provide the Company with approved oil sampling data and on a timely basis and promptly perform any repairs indicated as required by such reports. Failure to provide service records and oil sampling data will result in the termination of the Buy Back Agreement and any Warranty.
- . The Company reserves the right during the contract period to periodically inspect machine(s) for proper maintenance.
- . All Buybacks, Tradebacks and Warranty shall begin on the Delivery Date of the machine and end at specified time agreed upon.

User shall notify the Company in writing 60 days prior to the expiration date referenced in the letter to which this Exhibit is attached for the right to exercise the repurchase option. A representative of the Company shall meet with User's appointed representative for a mutual determination of improvements and repairs necessary to bring the machine to the standards listed above.

This Agreement is good for three (3) years or 4,000 hours, whichever occurs first from date of delivery.

STRIBLING EQUIPMENT, LLC

USER

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

—

Puckett



City of Hattiesburg
P.O. Box 1898/200 Forrest Street
C/O City Clerk
Hattiesburg, Mississippi 39403-1898

Honorable Mayor and City Council,

In response to your advertisement and addendum to receive sealed bids on a 12 month Lease Thursday February 21st 2013 until 10:00 A.M., for a new current model 2013 wheel Loader Backhoe, we respectfully submit the following for your consideration.

1-NewCaterpillar 420F Backhoe Loader which meets or exceeds all published specifications including the following

Tier 4 interim diesel engine meeting U.S. EPA stage IIIB emission standards with a minimum of 97 net peak power @ 1800 RPM EEC 80/1269 & ISO9249, long life diesel particulate filter, suction fan and guard, one touch low idle, All-wheel Drive (4x4), Power shuttle transmission, reversing in all gears with 4 forward and reverse speeds, differential lock, Cab with air conditioning and heat, Extendable back hoe stick SAE max 17'11" extended, digging depth, joystick controls with pattern changer, swing transport lock, boom transport lock, thumb ready, 24" heavy duty digging bucket and 48" ditching bucket, 1.4 cubic yard general purpose loader bucket, with auxiliary loader hydraulics plumbed to the machine front., 43 gallon per minute hydraulics, variable flow-axial piston closed center system, Work lights, 4 front, 4 rear and flashing hazard/signal lights, stop and tail lights, standard warranty

All other standard equipment and options a listed

Lease

Monthly lease price	\$ 1850.00
Monthly Environmental fee	\$ 18.50
Monthly insurance fee	<u>\$ 222.00</u>
Monthly total	\$ 2090.50

Purchase Cost after 12 months \$95,076.21 (amortization schedule example attached)

Delivery date, 2/22/13 or when purchase order is issued

Thank you

Kenny Miller

Sales Representative, Puckett Machinery Co. Inc.

February 21th 2013

FILED

FEB 21 2013

EDDIE B. MYERS, CITY CLERK
By Deputy Clerk

CITY OF HATTIESBURG

Compound Period : Monthly

Nominal Annual Rate : 12.000 %

CASH FLOW DATA - EXAMPLE

Event	Date	Amount	Number	Period	End Date
1 Loan	02/21/2013	105,797.00	1		
2 Payment	03/06/2013	1,850.00	12	Monthly	02/06/2014
3 Payment	02/06/2014	95,076.21	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	02/21/2013				105,797.00
1	03/06/2013	1,850.00	452.17	1,397.83	104,399.17
2	04/06/2013	1,850.00	1,043.99	806.01	103,593.16
3	05/06/2013	1,850.00	1,035.93	814.07	102,779.09
4	06/06/2013	1,850.00	1,027.79	822.21	101,956.88
5	07/06/2013	1,850.00	1,019.57	830.43	101,126.45
6	08/06/2013	1,850.00	1,011.26	838.74	100,287.71
7	09/06/2013	1,850.00	1,002.88	847.12	99,440.59
8	10/06/2013	1,850.00	994.41	855.59	98,585.00
9	11/06/2013	1,850.00	985.85	864.15	97,720.85
10	12/06/2013	1,850.00	977.21	872.79	96,848.06
2013 Totals		18,500.00	9,551.06	8,948.94	
11	01/06/2014	1,850.00	968.48	881.52	95,966.54
12	02/06/2014	1,850.00	959.67	890.33	95,076.21
13	02/06/2014	95,076.21	0.00	95,076.21	0.00
2014 Totals		98,776.21	1,928.15	96,848.06	
Grand Totals		117,276.21	11,479.21	105,797.00	

Please note: This amortization schedule is calculated on an effective interest rate method. This schedule is not appropriate for determining the unpaid balance due under your account at any given time. This Schedule is provided as a courtesy to you for informational purposes only. And in no way amends, becomes a part of or otherwise affects the terms included in the security agreement dated _____.

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, May 16, 2013, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items for the Public Works Department, to-wit:

12 MONTH RENTAL ON A NEW CURRENT MODEL 2013 WHEEL LOADER BACKHOE

The above shall 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.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

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 16th day of April, 2013

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

BY: 

(SEAL)

SPECIFICATIONS FOR: 12 MONTH RENTAL ON A NEW CURRENT MODEL 2013 WHEEL LOADER BACKHOE

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

DELIVERY: F.O.B. Hattiesburg, Mississippi, freight prepaid.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, May 16, 2013, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID
12 MONTH RENTAL ON A NEW CURRENT MODEL 2013 WHEEL LOADER BACKHOE
SUBMITTED BY 10:00 A.M. MAY 16, 2013**

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 and all bids received and to waive informalities.

APPROVED on this, the 16th day of April A. D., 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 

CITY CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC WORKS DEPARTMENT

SPECIFICATIONS FOR A 12 MONTH RENTAL ON A NEW CURRENT MODEL 2013
WHEEL LOADER BACKHOE

The unit shall be equipped with the following:

Tier 4 interim diesel engine meeting U.S. EPA stage IIIB emission standards of 95 net peak power at 1800 RPM EEC 80/1269 & ISO9249, long life diesel particulate filter, suction fan and guard, one touch or auto low idle.

All wheel drive

Power shuttle or full powershift transmission, reversing in all gears with forward and reverse speeds, differential lock

Cab with air conditioning and heat

Extendable backhoe stick, SAE max 17' 11" extended, digging depth, joystick controls with pattern changer, swing transport lock, boom transport lock, thumb ready

24" heavy duty digging bucket and 48" ditching bucket

Minimum 1.3 cubic yard general purpose loader bucket, with auxiliary loader hydraulics plumbed to the machine front

Minimum 36 gallon per minute hydraulics, variable flow-axial piston closed center or closed center with gear pump system

Work lights, 4 front, 4 rear and flashing hazard/signal lights, stop and tail lights

Operating weight minimum 15,000 lbs

Expected delivery date and bid expiration date

Monthly lease price with 3rd party financing shall be listed.

Monthly lease price without 3rd party financing shall be listed

Cost to purchase equipment after 12 month rental with 3rd party financing shall be listed, should the City choose to buy it

Cost to purchase equipment after 12 month rental without 3rd party financing shall be listed, should the City choose to buy it

Environmental fees and insurance to cover the 12 month rental period shall be listed



110

Jackson, Mississippi (601) 939-1000 * (800) 682-6409

408 Hwy 49 South * P.O. Box 6038 * Jackson, MS 39288-6038

February 21, 2013

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39403-1898

RE: Backhoe Lease Bid with Purchase Option

Honorable Sirs,

We at Stribling Equipment LLC., are pleased to submit the following 12 month lease quote on one[1] or more John Deere 310SK Loader Backhoe[s]. The unit[s] bid will have all standard specifications, per the enclosed brochure, plus the following optional items to satisfy your specifications.

OPTIONS: Cab with Air Conditioning and Heat, Four Wheel Drive, Extendable Dipperstick, Joy-Stick Controls with Pattern Changer, 24" Heavy Duty Digging Bucket, 48" Ditching Bucket, 1.3 yard Loader Bucket and Auxiliary Hydraulics to the end of the Loader Boom .

Delivery: Delivery can be expected in 2 to 3 weeks with the lease expiration to be 365 days[12 months] from delivery date.

Payments: \$955.71 per month for 12 months with payments in arrears via a BancorpSouth Equipment Finance governmental lease. This payment includes physical damage insurance with a \$1000.00 deductible per occurrence. The backhoe can be returned at the end of the 12 month lease period or purchased for \$73,000.00. A copy of the BancorpSouth lease proposal is enclosed. An Equipment Condition Return Agreement is included for your approval in the event machine is returned at the end of the 12 month lease period.

Thank you for this opportunity to bid and I hope to be favored with your business.

Regards,

Larry Reynolds

FILED
FEB 21 2013
EDDIE R. MYERS, CITY CLERK
By *[Signature]*
Deputy Clerk

Jackson, MS * 601-939-1000

Natchez, MS * 601-442-3613

Greenwood, MS * 662-453-7556

Meridian, MS * 601-482-5575

Columbus, MS * 662-328-0820

Hattiesburg, MS * 601-268-2103

Biloxi, MS * 228-396-2300

Brookhaven, MS * 601-835-4400

Philadelphia, MS * 601-656-1997

Tupelo, MS * 662-844-3212

Memphis, TN * 901-345-5294

Jackson, TN * 731-422-2542



2/21/2013

Sent via: jchasstain@striblingequipment.com

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39401

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: BancorpSouth Equipment Finance, a
division of BancorpSouth Bank
2. Lessee: City of Hattiesburg
3. Equipment Description: John Deere 310SK
4. Equipment Cost: \$83,200.00
5. Lease Term: 1 Year
6. Lease Payments: (These are approximate payment amounts. The
actual payment will be determined at funding
date.)

**12 Monthly payments of \$955.71 w/ balloon
\$73,000.00 due 1 month after final payment
Payments in arrears**
7. Lease Rate: 1.50%
8. Funding Date: This proposal is contingent upon the equipment
being delivered and the lease funded prior to
5/31/13. If the equipment is not delivered and the
lease funded prior to 5/31/13, this proposal is null
and void. Any extension of the funding date must
be in writing.
9. Purchase Option: Title is passed to Lessee at lease expiration for no
further consideration.

10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**

12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.

13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.

14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.

15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to BancorpSouth Equipment Finance. **The proposal is subject to approval by BancorpSouth Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

This proposal expires as of the close of business on 3/31/13. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610.

Bob Lee

Bob Lee
Municipal Finance Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By: _____
Title

Date: _____

EXHIBIT "A"

EQUIPMENT CONDITION RETURN

STRIBLING EQUIPMENT, LLC is herein referred to as "Company" and _____ is herein referred to as "User". This Exhibit relates to the following equipment:

Make _____ Model _____ Serial Number _____

User shall at its own cost and expense perform or have performed any repairs or maintenance required to restore the referenced equipment to the same condition as when received by User, all reasonable wear and tear excepted. Reasonable wear and tear shall mean that the referenced equipment has been maintained by User in "Average Saleable Condition" during the contract period.

Average Saleable Condition shall be satisfied when all of the following minimum standards are met:

- . FRAME: Structural members and accessories will be structurally sound, without breaks or cracks.
- B. DRIVE TRAIN, TRANSMISSION AND ENGINE: Transmission will shift properly at rated loads and speeds. Mechanical drive train, differentials and final drives will be in good condition and operate within manufacturer's recommendations. Engine and hydraulic system will operate properly at full rated loads and within factory specifications.
- . TIRES AND UNDERCARRIAGE: Tires and undercarriage components must have 50% wear remaining and free of structural damage.
- . ACCESSORIES: All ground engaging tools (buckets, blades, rippers, etc.) cab, canopies, enclosures, lights, and/or accessories will be in good condition and appearance. Wear items (cutting edges, teeth, chains, sprockets and etc.) will have 50% wear remaining. Damage to the machine from accident or abuse such as, but not limited to, broken glass, damaged or missing sheet metal, lights and etc., shall be replaced or repaired to standard.

- . GENERAL CONDITION: All components will have been serviced following manufacturer's written operating and maintenance procedures indicated in the manufacturer's Service Manual and/or Lube and Maintenance Guide, periodic adjustments and inspection performed and all lubricants and hydraulic oils changed. At every 250 hours on the engine and every 500 hours on all other power trains and hydraulic components, User will provide the Company with approved oil sampling data and on a timely basis and promptly perform any repairs indicated as required by such reports. Failure to provide service records and oil sampling data will result in the termination of the Buy Back Agreement and any Warranty.
- . The Company reserves the right during the contract period to periodically inspect machine(s) for proper maintenance.
- . All Buybacks, Tradebacks and Warranty shall begin on the Delivery Date of the machine and end at specified time agreed upon.

User shall notify the Company in writing 60 days prior to the expiration date referenced in the letter to which this Exhibit is attached for the right to exercise the repurchase option. A representative of the Company shall meet with User's appointed representative for a mutual determination of improvements and repairs necessary to bring the machine to the standards listed above.

This Agreement is good for three (3) years or 4,000 hours, whichever occurs first from date of delivery.

STRIBLING EQUIPMENT, LLC

USER

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

—

Vu

Puckett



City of Hattiesburg
P.O. Box 1898/200 Forrest Street
C/O City Clerk
Hattiesburg, Mississippi 39403-1898

Honorable Mayor and City Council,

In response to your advertisement and addendum to receive sealed bids on a 12 month Lease Thursday February 21st 2013 until 10:00 A.M., for a new current model 2013 wheel Loader Backhoe, we respectfully submit the following for your consideration.

1-NewCaterpillar 420F Backhoe Loader which meets or exceeds all published specifications including the following

Tier 4 interim diesel engine meeting U.S. EPA stage IIIB emission standards with a minimum of 97 net peak power @ 1800 RPM EEC 80/1269 & ISO9249, long life diesel particulate filter, suction fan and guard, one touch low idle, All-wheel Drive (4x4), Power shuttle transmission, reversing in all gears with 4 forward and reverse speeds, differential lock, Cab with air conditioning and heat, Extendable back hoe stick SAE max 17'11" extended, digging depth, joystick controls with pattern changer, swing transport lock, boom transport lock, thumb ready, 24" heavy duty digging bucket and 48" ditching bucket, 1.4 cubic yard general purpose loader bucket, with auxiliary loader hydraulics plumbed to the machine front., 43 gallon per minute hydraulics, variable flow-axial piston closed center system, Work lights, 4 front, 4 rear and flashing hazard/signal lights, stop and tail lights, standard warranty

All other standard equipment and options a listed

Lease

Monthly lease price	\$ 1850.00
Monthly Environmental fee	\$ 18.50
Monthly insurance fee	<u>\$ 222.00</u>

Monthly total \$ 2090.50

Purchase Cost after 12 months \$95,076.21 (amortization schedule example attached)

Delivery date, 2/22/13 or when purchase order is issued

Thank you

Kenny Miller
Kenny Miller

Sales Representative, Puckett Machinery Co. Inc.

February 21th 2013

FILED

FEB 21 2013

EDDIE B. MYERS, CITY CLERK
Deputy Clerk

CITY OF HATTIESBURG

Compound Period : Monthly

Nominal Annual Rate : 12.000 %

CASH FLOW DATA - EXAMPLE

Event	Date	Amount	Number	Period	End Date
1 Loan	02/21/2013	105,797.00	1		
2 Payment	03/06/2013	1,850.00	12	Monthly	02/06/2014
3 Payment	02/06/2014	95,076.21	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	02/21/2013				105,797.00
1	03/06/2013	1,850.00	452.17	1,397.83	104,399.17
2	04/06/2013	1,850.00	1,043.99	806.01	103,593.16
3	05/06/2013	1,850.00	1,035.93	814.07	102,779.09
4	06/06/2013	1,850.00	1,027.79	822.21	101,956.88
5	07/06/2013	1,850.00	1,019.57	830.43	101,126.45
6	08/06/2013	1,850.00	1,011.26	838.74	100,287.71
7	09/06/2013	1,850.00	1,002.88	847.12	99,440.59
8	10/06/2013	1,850.00	994.41	855.59	98,585.00
9	11/06/2013	1,850.00	985.85	864.15	97,720.85
10	12/06/2013	1,850.00	977.21	872.79	96,848.06
2013 Totals		18,500.00	9,551.06	8,948.94	
11	01/06/2014	1,850.00	968.48	881.52	95,966.54
12	02/06/2014	1,850.00	959.67	890.33	95,076.21
13	02/06/2014	95,076.21	0.00	95,076.21	0.00
2014 Totals		98,776.21	1,928.15	96,848.06	
Grand Totals		117,276.21	11,479.21	105,797.00	

Please note: This amortization schedule is calculated on an effective interest rate method. This schedule is not appropriate for determining the unpaid balance due under your account at any given time. This Schedule is provided as a courtesy to you for informational purposes only. And in no way amends, becomes a part of or otherwise affects the terms included in the security agreement dated _____.



City of Hattiesburg, MS

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

Master

File Number: 2013-0204

File ID: 2013-0204

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/08/2013

Brief Title: Notice to Bidders - Hub City Transit Shelters

Final Action:

Minute Book Number: MB2013-125

Title:

Approve and authorize publication of Notice to Bidders for the construction of transit shelters at designated locations and the purchase of additional shelter units and amenities.

Notes:

Sponsors:

Enactment Date:

Attachments: Advertisement for Bids - Transit Shelters,
HCT_BusStopADA_PSE_Contract,
HCT_BusStopADA_PSE_Plans-Halfsize, Hattiesburg
Shelter Rendering - 1012, executed Advertisement
for Bids - Transit Shelters

Enactment Number:

Contact:

Meeting Date: 04/16/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/16/2013					

Text of Legislative File 2013-0204

Title

Approve and authorize publication of Notice to Bidders for the construction of transit shelters at designated locations and the purchase of additional shelter units and amenities.

Summary

Notice to Bidders - Hub City Transit Shelters

Budget Information

FTA - ARRA

Expenditure Type

Purchasing Item

Publication Information

Publish in the Hattiesburg American

ADVERTISEMENT for BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg will receive sealed bids until 10:00 a.m. on May 23, 2013, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

**HUB CITY TRANSIT BUS SHELTER
ADA ACCESSIBILITY PROJECT
CITY of HATTIESBURG
FORREST COUNTY, MISSISSIPPI**

Plans, specifications, and proposal forms may be obtained for free in digital format by sending an email request to Stuart Healy at healysf@cdmsmith.com. If the Bidder so chooses, hardcopies of the Contract Documents may be procured upon payment of a non-refundable Plan Deposit of \$100.00 per set, including priority delivery, made out to CDM Smith Inc., 421 Wando Park Boulevard, Suite 210, Mt. Pleasant, SC 29464. All bids must be accompanied by a bid security equal to five percent (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.

The successful bidder will be required to furnish a contract bond written by a company licensed in Mississippi. The bond will be in the amount equal to One Hundred Percent (100%) of the contract amount.

Each bid must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

**BID FOR CONSTRUCTION OF:
HUB CITY TRANSIT BUS SHELTER
ADA ACCESSIBILITY PROJECT**

No bid may be withdrawn for a period of sixty (60) days. The owner reserves the right to reject any or all bids received and to waive informalities.

The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-14 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 16th day of April, A.D., 2013.

CITY of HATTIESBURG

BY: _____
Eddie Myers, City Clerk

PUBLISH:

Contract Documents & Specifications

Hub City Transit Bus Shelter ADA Accessibility
Project

*City of Hattiesburg
Hattiesburg, Mississippi
Forrest County*

April 2013

Prepared by:

CDM Smith Inc.

CITY OF HATTIESBURG

Hub City Transit Bus Shelter ADA Accessibility Project

DATE OF ADVERTISING: **Friday, April 19, 2013**

DATE OF BID OPENING: **Thursday, May 23, 2013**

NAME OF BIDDER: _____

ADDRESS: _____

MS LICENSE NO.: _____

BID DEPOSIT 5%: _____

TOTAL BID: _____

DBE PERCENTAGE: _____

CONTRACTOR SIGNATURE: _____

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ADVERTISEMENT FOR BIDS

**CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI**

HUB CITY TRANSIT BUS SHELTER ADA ACCESSIBILITY PROJECT

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, located at 200 Forrest Street, Hattiesburg, Mississippi 39401, until 10:00 a.m. local time, on **Thursday, May 23, 2013** for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. All bids so received will be publically opened and read aloud.

Work consists of the following:

1. Base Bid:

Perform site work and provide new bus shelter and site amenities for five (5) bus stop locations designated on the plans and as directed by the engineer. The work will generally consist of clearing, grading, concrete pads, concrete sidewalks, ADA compliant sidewalk ramps and curb-cuts, asphalt pavement repair, pavement striping, traffic control, and providing, and where indicated, installing bus shelters, benches, bicycle racks and trash receptacles, and other related items.

Sites included under the Base Bid are:

Site 1 – McLeod Street at Fire Station: Site work, procure/install bus shelter and amenities

Site 2 – Hardy Street at Public Library: Site work, procure/install bus shelter and amenities.

Site 3 – Hardy Street at Kamper Park: Site work, procure/install bus shelter and amenities.

Site 4 – S 28th Avenue at Forrest General: Site work, procure/install bus shelter and amenities.

Site 5 – Country Club Rd at Pineview Apts: Site work, procure/install bus shelter and amenities.

Work under the base bid also includes full delivery of five (5) additional bus shelter and all amenities to the City of Hattiesburg.

2. Alternate Bid Items:

If at the direction of the City of Hattiesburg to initiate alternate bid items, perform site work and install new bus shelter and site amenities for additional bus stop locations (up to two) designated on the plans and as directed by the engineer. The work will generally consist of clearing, grading, concrete pads, concrete sidewalks, ADA compliant sidewalk ramps and curb-cuts, asphalt pavement repair, pavement striping, and traffic control. Install previously obtained bus shelters, benches, bicycle racks and trash receptacles, and other related items *purchased under the base bid.*

Sites included under the Alternate Bid Items are:

(Alt Bid 1) Site 6 – Walmart off US Hwy 98: Site work, install bus shelter and amenities

(Alt Bid 2) Site 7 – N 31st Avenue at Hardy Street: Site work, install bus shelter and amenities

The contract time is 90 consecutive calendar days.

The above outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to herein.

Bidders can download a copy of the Contract Documents including construction drawings for free by sending an email request to the contact below. This contact will in turn provide the Bidder access to the dedicated web address where the Contract Documents can be downloaded. Any future addendums will be located in the same location. Or if the Bidder so chooses, hardcopies of the Contract Documents may be procured upon payment of a non-refundable Plan Deposit of \$100.00 per set, including priority delivery, made out to *CDM Smith Inc.* The Contract documents will be delivered via priority delivery upon receipt of the Plan Deposit.

To electronically download documents, send a written email request to:

Stuart Healy, PE
Project Manager
CDM Smith Inc.
421 Wando Park Boulevard, Suite 210
Mt. Pleasant, SC 29464
(843) 972-4546
healysf@cdmsmith.com

The City of Hattiesburg hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The 2004 Edition of the Mississippi Standard Specifications for Roads and Bridge Construction, adopted by the Mississippi Department of Transportation, as referred to herein, may be purchased from the Mississippi Department of Transportation.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Hattiesburg as a bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a performance and payment bond in the amount of 100 percent (100%) of the contract amount. Both bonds shall be signed or countersigned by a Mississippi Resident Agent.

The proposal and contract documents in its entirety shall be submitted in an opaque sealed envelope, plainly marked on the outside with the information below, addressed and delivered to City Clerk, City of Hattiesburg, 200 Forrest Street, Hattiesburg, MS prior to the hour and date assigned above. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the City.

Sealed Bid envelope format:

(Upper Left Hand Corner)

Bidder's Name
Bidder's Address

To: City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

(Lower Left Hand Corner)

Bid for Construction of:
HUB CITY TRANSIT BUS SHELTER ADA ACCESSIBILITY PROJECT

The City of Hattiesburg reserves the right to reject any or all proposals, to wave technicalities or irregularities, or to advertise for new proposals, and the decision of the City of Hattiesburg to reject any bid or proposal shall not be cause for any liability or damages against the City of Hattiesburg, any officers or employees.

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 90 consecutive calendar days. The bidder must also agree to pay as liquidate damages the sum specified in the Standard Specifications per day for each calendar day after the 90 calendar days that work is not completed.

Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Constriction, 2004", together with all amendments and/or special provisions and/or addenda to the standards duly approved, adopted, unless otherwise noted in these specifications.

This the 19th day of April, 2013.

THE CITY OF HATTIESBURG
Johnny L. DuPree, PhD, MAYOR

PROPOSAL

**PROPOSAL FOR THE CONSTRUCTION OF PROJECT
HUB CITY TRANSIT BUS SHELTER ADA ACCESSIBILITY PROJECT
IN THE CITY OF HATTIESBURG, MISSISSIPPI**

DATE: _____

CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

Ladies and Gentlemen:

The undersigned bidder has carefully examined the Form of Contract, the Form of Contract Bonds, the General Conditions, the Special Conditions, the Plans and Specifications, and the Proposal Form; all of which are acknowledged to be a part of the proposal and has also carefully examined the site of the proposed work. The undersigned bidder agrees to bind himself on award to him by the City of Hattiesburg under this proposal, to execute within ten (10) days, in accordance with such award, a contract with necessary surety bonds, of which contract this proposal and the plans and specifications shall be a part, to provide all necessary machinery, tools, labor, and other means of construction, and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said project within the time limit specified below.

In addition to all other agreements and assurances, the undersigned bidder understands and hereby agrees as follows:

- (1) The Bidder agrees to begin work within **10** calendar days from date of contract notice to proceed.
- (2) The Bidder represents and agrees to complete the entire project in **90** calendar days.
- (3) The Bidder agrees to pay, or have money withheld, as liquidated damages in the amount of **Five Hundred Dollars (\$500.00)** for each consecutive calendar day in excess of the contract time specified.
- (4) The Bidder acknowledges receipt of the following ADDENDA:

ADDENDA No. _____ Date _____	ADDENDA No. _____ Date _____
ADDENDA No. _____ Date _____	ADDENDA No. _____ Date _____

This contract includes a Base Bid and Alternate Bid Items. The City of Hattiesburg reserves the right to select the Base Bid and any combination of Alternates Bid as it deems fit.

Submitted this _____ day of _____, 2013.

Name of bidder: _____

Address: _____

ADDITIONAL BIDDER'S CERTIFICATION

Acceptance of Terms

In submitting this Proposal, the undersigned agrees that this bid will remain in effect for a period of **60** days following the opening of the Bids, that the undersigned agrees to enter into a Contract with the Owner, if awarded, on the basis of this Proposal, and that the undersigned agrees to complete the work in accordance with the Contract Documents.

Non-Collusion in Bidding

The Bidder specifically agrees to abide by all applicable provisions of the public statute laws of the State of Mississippi. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- (2) Unless otherwise required by Law, the prices quoted in the Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a Bid for the purpose of restricting competition.

Type of Business

The undersigned hereby represents that it is a _____
(corporation, partnership, an individual or limited liability company). If a corporation, the undersigned further represents that it is duly qualified as a corporation under the Laws of the State of Mississippi and it is authorized to do business in this State.

Firm Name

Date

Authorized Signature

Title

Hub City Transit Bus Shelter ADA Accessibility Project
Name of Project

Address of Firm

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____
_____ as PRINCIPAL, and
_____ as SURETY, who is duly licensed to act
as corporate surety in the State of Mississippi, are held and firmly bound unto the City of Hattiesburg,
Mississippi, a municipal corporation, as Obligee, in the penal sum _____ Dollars,
as 5% Bid Bond, lawful money of the United States of America, for the payment of which well and truly
to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

SIGNED, sealed and dated this _____ day of _____, 2013. The condition of this
obligation is such, that whereas, the said Principal is herewith submitting the attached proposal for
_____ and the Principal desires to file this bid bond in lieu of making the
cash deposit as required by general statutes, as amended.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the Principal
shall be awarded the contract for which the bid is submitted and shall execute the contract and give
bonds for the faithful performance thereof, and the payment of all sums due for labor and materials,
within ten days after the award of same to the Principal, then this obligation shall be null and void; but if
the Principal fails to so execute such contract and give bonds as required by general statutes, as
amended, the Surety shall, upon demand, forthwith pay to the Obligee the amount set forth in the first
paragraph hereof. Power of Attorney from the Surety to its Attorney-in-Fact is attached hereto.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several
seals on the date indicated above, the name and corporate seal of each corporate party being hereto
affixed and these presents duly signed by its undersigned representative, pursuant to authority of its
governing body.

(IF APPLICABLE) _____
Name of Principal

By: _____
(Indicate Capacity)

ATTEST:
By: _____ (Indicate Capacity) (AFFIX CORPORATE SEAL IF APPLICABLE)

Name of Corporate Surety
By: _____
(ATTACH POWER OF ATTORNEY) Attorney-in-Fact

INSTRUCTIONS TO CONTRACTORS AND REQUIREMENTS AS TO FORM FOR CITY OF HATTIESBURG CONTRACTS

DO NOT REMOVE FROM CONTRACT

Please observe the following in executing the attached contract:

1. The City may contract with various categories of legal entities, and the legal requirements for proper execution (signing, witnessing, etc.) differ as to each.
 - (A) If the contract is with an individual, that individual should sign the agreement exactly as his name is set out. If the contract is with an individually-owned business, the contract should be with the individual owner, and not the named business. Optional: “John Jones, d/b/a (doing business as) Jones Plumbing”.
 - (B) Execution on behalf of a corporation should be by the president or a vice president, attested by the corporate secretary, with the corporate seal affixed. An official other than the president or vice president should attach documentation of his authority to execute and bind the company.
 - (C) Corporations providing professional services such as legal, architectural, engineering, and accounting services, can be recognized by the “P.A.” designation following the firm name. The same rules for corporate execution (including the requirement for a corporate seal, and attestation) apply in these instances.
 - (D) If the agreement is with a general partnership, all partners should execute unless an authorized partner is designated to execute. Documentation of such should be attached.
 - (E) A limited partnership is a general partnership with one or more limited partners (who have limited financial liability in the business and no management authority). A general partner (with capacity indicated) must sign contracts of this type, with the signature properly witnessed and/or acknowledged.
 - (F) A limited liability company (LLC) is a relatively new form of business organization in Mississippi. “Managers” or “Managing Members” of LLC’s may sign such contracts, (with capacity indicated), and with signature(s) properly witnessed or acknowledged.
 - (G) Voluntary associations, either for profit or non-profit, may contract with the City through their chief executive officer(s) (e.g., trustees, board chairman, or (vice) president), with attestation of the signature(s) by the clerical officer (e.g., secretary, clerk or treasurer).

2. After signing the contract, the appropriate notary's acknowledgment, either in the corporate form or individual/partnership form should be completed.
3. The Performance and Payment Bonds should be attached to the Contract package. They should be signed by the contractor, and his signature should be acknowledged with the appropriate acknowledgment form. Next, the bonds, in approved form, must be signed by the authorized agent of the Surety Company issuing the bonds, and an executed Power of Attorney document authorizing the agent to sign must accompany the bond documents.
4. The instrument should not be dated, except by the last person executing the contract, normally the City Clerk.
5. Non-discrimination provisions should be included with the contract, as should applicable Certificates of Insurance with proper and timely coverage indicated.
6. All modifications or deletions should be initialed or signed by representatives of both the Contractor and the City.
7. Five (5) original copies of the contract are sent to the Contractor for execution. These five (5) originals should be signed and returned to the City of Hattiesburg for final execution, after which two copies will be returned to the Contractor. One copy may be retained by the Contractor and the other, for the use of the bonding company(s).

CONTRACT AGREEMENT

CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

THIS CONTRACT is made and executed by and between the CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation hereinafter designated as the "CITY" or the "OWNER and _____ hereinafter designated as the "CONTRACTOR":

W I T N E S S E T H:

That pursuant to the provisions including all amendments, of the public statute laws of the State of Mississippi, proposals were invited by advertisement in accordance with law for the construction of the improvements hereinafter referred to. All proposals having been duly opened and recorded as provided by law, the City Council of the City of Hattiesburg, at a meeting on the ____ day of _____ 2013, awarded the contract for said construction to the aforesaid CONTRACTOR, the Contractor's proposal being a part of this contract:

NOW, THEREFORE, in consideration of the payments agreed to be made by the CITY, hereinafter specified, the CITY and the CONTRACTOR agree as follows:

I. DESCRIPTION OF WORK

- (1) The CONTRACTOR, at his (its) own proper cost and expense and with skill and diligence, shall furnish all labor, tools, materials and equipment and do all things necessary for the proper construction and completion ready for use of the following work:

Base Bid:

Perform site work and provide new bus shelter and site amenities for five (5) bus stop locations designated on the plans and as directed by the engineer. The work will generally consist of clearing, grading, concrete pads, concrete sidewalks, ADA compliant sidewalk ramps and curbs-cuts, asphalt pavement repair, pavement striping, traffic control, and providing, and where indicated, installing bus shelters, benches, bicycle racks and trash receptacles, and other related items.

Sites included under the Base Bid are:

Site 1 – McLeod Street at Fire Station: Site work, procure/install bus shelter and amenities

Site 2 – Hardy Street at Public Library: Site work, procure/install bus shelter and amenities.

Site 3 – Hardy Street at Kamper Park: Site work, procure/install bus shelter and amenities.

Site 4 – S 28th Avenue at Forrest General: Site work, procure/install bus shelter and amenities.

Site 5 – Country Club Rd at Pineview Apts: Site work, procure/install bus shelter and amenities.

Work under the base bid also includes full delivery of five (5) additional bus shelter and all amenities to the City of Hattiesburg.

Alternate Bid Items:

If at the direction of the City of Hattiesburg to initiate alternate bid items, perform site work and install new bus shelter and site amenities for additional bus stop locations (up to two) designated on the plans and as directed by the engineer. The work will generally consist of clearing, grading, concrete pads, concrete sidewalks, ADA compliant sidewalk ramps and curb-cuts, asphalt pavement repair, pavement striping, and traffic control. Install previously obtained bus shelters, benches, bicycle racks and trash receptacles, and other related items *purchased under the base bid.*

Sites included under the Alternate Bid Items are:

(Alt Bid 1) Site 6 – Walmart off US Hwy 98: Site work, install bus shelter and amenities

(Alt Bid 2) Site 7 – N 31st Avenue at Hardy Street: Site work, install bus shelter and amenities

- (2) In strict accordance with and as shown in the specifications, schedules, drawings and other documents set forth herein or incorporated by reference as follows:

Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2004

The originals of such specifications, schedules, drawings and other documents are on file in the office of

*CDM Smith Inc.
421 Wando Park Boulevard, Suite 210
Mt. Pleasant, SC 29464*

The CONTRACTOR shall further perform in accordance with the directions (not inconsistent therewith) given from time to time during the construction by the Director of Federal & State Programs or such other official, employee, or other agent of the CITY as the CITY may designate.

II. GENERAL OBLIGATIONS OF THE CONTRACTOR

The Contractor will accept the prices specified in this contract and in the proposal in full compensation and satisfaction for the performance of this contract and as consideration of this contract. The Contractor shall be responsible for all loss and damages of every kind and nature which may arise out of or on account of the performance of the work required by this contract, and for all risks of every description connected with the said work; and the Contractor shall be responsible for the work and faithfully completing the whole work according to the plans and specifications and the terms and conditions of this contract.

III. TIME OF COMMENCEMENT AND COMPLETION

The work required by this Contract shall be commenced by the Contractor not later than 10 calendar days after the date of Contract notice to proceed and the entire work shall be completed no later than 90 calendar days after the date of notice to proceed.

IV. QUALITY AND WORKMANSHIP

All work under this Contract shall be performed and completed to the satisfaction of the Director of Federal & State Programs of the City of Hattiesburg, or of such other official, employee, or agent of the City of Hattiesburg as may be designated by the City, and such official, employee or agent designated by the City shall in all cases of dispute determine the quantity, quality, acceptability and fitness of the work and materials and of several portions thereof which are to be paid for under this Contract and shall decide and determine all questions which may arise as to the measurements, lines, levels and dimensions of the work and all questions respecting the true construction, interpretation or meaning of the plans and specifications. In case of dispute between the Contractor and the said official, employee, or agent of the City, the decision and determination of the latter shall be taken and shall be final and conclusive.

V. COMPENSATION

In consideration of the performance of this contract and the full completion of the work required of the Contractor by the terms and conditions of the contract, the City agrees to pay to the Contractor the unit prices bid by the Contractor in his proposal payable as follows: Partial payments will be made to the Contractor by the City every forty-five (45) days after work is commenced to the extent of ninety (90) percent of the work then completed as estimated by the Director of Federal & State Programs of the City of Hattiesburg and other officials or other representatives designated by the City. Final estimate of the amount due to the Contractor will be made within forty-five (45) days after the certified completion and final acceptance of all the work required by the contract. Payment to the Contractor by the City of the amounts so determined to be due, in accordance with this Contract, shall relieve the City from all claims for work done and materials and equipment furnished under this Contract.

It is further mutually agreed between the parties that no estimate or partial payment made under this Contract shall be conclusive evidence of the performance of this Contract, either wholly or in part, and that no such payment shall be construed to be an acceptance of defective work or improper materials.

VI. SURETY BONDS

The CONTRACTOR has furnished and attached hereto a Performance Bond in the penal sum of _____ dollars, and a Payment Bond in the penal sum of _____ dollars covering the faithful performance of this Contract and the payment of all obligations arising hereunder, in such form and content as the CITY may prescribe and with surety approved by the CITY. Should any surety upon the bond for the performance of this Contract become unacceptable to the CITY, the CONTRACTOR must promptly furnish additional security as may be required from time to time by the CITY to protect the interests of the CITY and of persons, firms and corporations supplying labor or materials in the performance of the work contemplated by the Contract.

VII. CONTRACTOR'S WARRANTIES

The CONTRACTOR, in executing this Contract, warrants that he will be responsible for the maintenance or correction of any work completed under this Contract that may become defective due to faulty workmanship or materials for a period of one (1) year after final acceptance of the work performed.

It is understood and agreed by the parties hereto that work done under this Contract shall be subject to all ordinances of the City of Hattiesburg relating to work done in the public streets or other public property of the City.

The CONTRACTOR has provided and attached hereto a Certificate of Insurance indicating compliance with the insurance requirements set forth below and applicable hereto.

Workers' Compensation Insurance - Limits of no less than the statutory minimum required by the State of Mississippi for each accident, each employee and policy limit. Waivers of Indemnity will not be accepted by the City of Hattiesburg.

Commercial General Liability - Combined single limits of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. This insurance shall include Comprehensive Broad Form Coverage including contractual liability. 'City of Hattiesburg is named additional insured as their interests may appear' must be endorsed onto policy and listed on Certificate of Insurance.

Commercial Automobile Liability - Limits of no less than \$1,000,000 Combined Single Limit. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement and/or are brought onto a City of Hattiesburg site. 'City of Hattiesburg is named additional insured as their interests may appear' must be endorsed onto policy and listed on Certificate of Insurance.

VIII. AMENDMENTS AND MODIFICATIONS

The following additional provisions and/or changes in the foregoing provisions of the Contract have been made in this Contract prior to its execution:

(Indicate changes, if any) _____

IX. CONTROLLING LAW

This agreement, regardless of where executed and performed, shall be governed by and construed in accordance with the Law of the State of Mississippi. The venue for disputes arising under this Contract shall be courts held in Forrest County, whether State or Federal.

X. NOTICE TO CONTRACTOR REGARDING INTRUSIONS BEYOND PROJECT LIMITS

The Contractor and Owner (*City*) hereby acknowledge that the Owner has acquired, or is in the process of acquiring, permanent easements on private property for the construction of the Project, and that such easements, together with public street rights-of-way (and previously acquired easements or other property interests) comprise the sole areas where the Contractor is allowed to work on the Project, or to use for mobilization, access, staging, storage, and other purposes associated with the Project.

ANY OCCUPANCY OF OR INTRUSIONS ONTO PRIVATE PROPERTY OUTSIDE SUCH EASEMENTS OR RIGHTS-OF-WAY OWNED OR CONTROLLED BY THE CITY WILL CONSTITUTE A TRESPASS UPON PRIVATE PROPERTY, AND WILL LIKELY INVOLVE SERIOUS LEGAL CONSEQUENCES FOR THE CITY OF HATTIESBURG. Accordingly, the Contractor will be solely responsible for such actions, and hereby agrees to hold harmless and indemnify the City from all actions, claims, liabilities, and costs, including the payment of attorney's fees, arising from such actions. The Contractor further acknowledges that the City may deduct or set-off from payments otherwise due the Contractor under the Contract sums reasonably estimated to represent the City's liabilities or costs resulting from such trespass, occupancy or intrusions onto private property.

The only exception to the above stated limitations on the Contractor's work area will be in those instances where the Contractor has independently negotiated and secured agreements for temporary work and/or access privileges from Property Owners. Such agreements must be in writing, and a copy of any such agreement shall be provided to the City in advance of any use or occupancy of private property pursuant to the agreement. The terms of these agreements should clearly express to the Property Owner that the Contractor is seeking such use, occupancy, or access independently from the City of Hattiesburg, and its Contract with the City of Hattiesburg, and that the Contractor will be solely responsible for activities carried out on such areas.

I have read and understand the City of Hattiesburg's policy as stated above.

Signature

Printed Name

Title

Date

XI. INCORPORATION OF DOCUMENTS

All documents and other items physically attached to this CONTRACT and all other documents incorporated hereinto by reference are to be considered fully a part of the CONTRACT.

THIS CONTRACT is entered into this, the _____ day of _____, 20____.

(PLEASE THOROUGHLY EXECUTE AND ACKNOWLEDGE THIS INSTRUMENT)

THE CONTRACTOR

THE OWNER

(Name)

City of Hattiesburg

By: _____

Mayor, Johnny L. DuPree, PhD

By: _____

(Subscribe and indicate capacity)

(AFFIX CITY SEAL)

(IF CORPORATE)

ATTEST:

By: _____
(Ass't) Corporate Secretary

ATTEST:

By: _____
(Ass't) City Clerk and Treasurer

(AFFIX CORPORATE SEAL)

(PLEASE COMPLETE ACKNOWLEDGMENTS)

(CORPORATE ACKNOWLEDGMENT)

STATE OF _____
COUNTY OF _____

This is to certify that on the _____ day of _____, 20____, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that (s)he is the President and _____ is the Secretary of _____, Incorporated, the corporation described in and which executed the foregoing instrument; that (s)he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said Secretary and the said corporate seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal this _____ day of _____, 20_____.

Notary Public

My Commission Expires:

(SEAL)

(CITY ACKNOWLEDGMENT)

STATE OF MISSISSIPPI
COUNTY OF FORREST

This is to certify that on the _____ day of _____, 20____, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that he/she is the _____ of the City of Hattiesburg, the municipal corporation described in and which executed the foregoing; that he/she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said _____ and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Witness my hand and official seal this _____ day of _____, 20_____.

Notary Public

My Commission Expires:

(SEAL)

(INDIVIDUAL/PROPRIETORSHIP ACKNOWLEDGMENT)

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public do hereby certify that
_____, personally appeared before me this day and acknowledged the
due execution of the foregoing instrument.

This the _____ day of _____, 20____.

Notary Public

My Commission Expires:

(SEAL)

(CITY ACKNOWLEDGMENT)

STATE OF MISSISSIPPI
COUNTY OF FORREST

This is to certify that on the _____ day of _____, 20____, before me personally
came _____, with whom I am personally acquainted, who, being by me duly sworn,
says that he/she is the _____ of the City of Hattiesburg, the municipal
corporation described in and which executed the foregoing; that he/she knows the corporate seal of said
municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the
name of the municipal corporation was subscribed thereto by the said
_____ and that the said corporate seal was affixed, all by order of the
governing body of said municipal corporation, and that the said instrument is the act and deed of said
municipal corporation.

Witness my hand and official seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

(SEAL)

(PARTNERSHIP ACKNOWLEDGMENT)

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public do hereby certify that _____ general partner of _____, personally appeared before me this day and acknowledged the execution, with proper authorization, of the foregoing instrument, all in accordance with partnership instruments recorded in Book _____, Page _____, in the _____ County Registry, and that the instrument is the act and deed of the partnership.

This is the _____ day of _____, 20____.

Notary Public

My Commission Expires:

(SEAL)

(CITY ACKNOWLEDGMENT)

STATE OF MISSISSIPPI
COUNTY OF FORREST

This is to certify that on the _____ day of _____, 20____, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that he/she is the _____ of the City of Hattiesburg, the municipal corporation described in and which executed the foregoing; that he/she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said _____ and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Witness my hand and official seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

(SEAL)

(LIMITED LIABILITY COMPANY ACKNOWLEDGMENT)

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for said State and County, do hereby certify that _____, Manager of _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument, with proper authorization, on behalf of the company.

This is the _____ day of _____, 20____.

Notary Public

My Commission Expires:

(SEAL)

(CITY ACKNOWLEDGMENT)

STATE OF MISSISSIPPI
COUNTY OF FORREST

This is to certify that on the _____ day of _____, 20____, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that he/she is the _____ of the City of Hattiesburg, the municipal corporation described in and which executed the foregoing; that he/she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said _____ and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Witness my hand and official seal this ____ day of _____, 20____.

Notary Public

My Commission Expires:

(SEAL)

NON-DISCRIMINATION ASSURANCES

It is specifically agreed as part of the consideration of the signing of this contract that the parties hereto, their agents, officials, employees or servants will not discriminate in any manner on the basis of age, handicap, sex, race, color, creed, sexual orientation or national origin with reference to the subject matter of this contract, no matter how remote.

This provision being incorporated for the benefit of the City of Hattiesburg and its residents may be enforced as set out in said ordinances; enforcement of this provision shall be by action for specific performance, injunctive relief, or other remedy as by law provided.

This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of this contract.

(THESE PROVISIONS SHALL BE PHYSICALLY ATTACHED TO AND ARE AN INTEGRAL PROVISION OF THE REFERENCED CONTRACT)

CONTRACTOR: _____

SIGNED: _____
PRESIDENT/AUTHORIZED OFFICER

TITLE: _____ **DATE:** _____

DISADVANTAGED BUSINESS ENTERPRISE

Policy

The City of Hattiesburg has established a Disadvantage Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The City of Hattiesburg has received Federal financial assistance for this project, and as condition of receiving this assistance, the City of Hattiesburg has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the City of Hattiesburg to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT assisted contracts. It is also City policy:

1. To ensure non-discrimination in the award and administration of DOT assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate in DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts; and
6. To assist the development of firms that can compete successfully in the market place outside DBE program

Liaison Officer

The Director of Department of Federal and State Programs of the City of Hattiesburg has been delegated as the DBE Liaison Officer. In that capacity, the Director of the Department of Federal and State Programs is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City of Hattiesburg in its financial assistance agreements with the U.S. Department of Transportation.

Non-discrimination Requirements

The City of Hattiesburg will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the City of Hattiesburg will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin.

Federal Financial Assistance Agreement

The City of Hattiesburg has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: 26.13(a)

The City of Hattiesburg shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of Hattiesburg of its failure to carry out its approved program, the Department may impose sanction as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

This language will appear in financial assistance agreements with sub-recipients.

Contract Assurance: 26.13(b)

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

DBE Financial Institutions

It is the policy of the City of Hattiesburg to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions. The City of Hattiesburg have made the following efforts to identify and use such institutions. Information on the availability of such institutions can be obtained from the DBE Liaison Officer.

Prompt Payment Mechanisms

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the prime contract receives from the City of Hattiesburg. The prime contractor agrees further to return retainage payments to each subcontractor within fifteen (15) days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Hattiesburg. This clause applies to both DBE and non-DBE subcontracts.

Directory

The City of Hattiesburg maintains a directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of most recent certification, and the type of work the firm has been certified to perform as DBE. The City of Hattiesburg will use the Directory of the State of Mississippi Department of Transportation List of Certified DBE Contractors. The Directory

will be made available at the City of Hattiesburg City Clerk's Desk. The City of Hattiesburg participates in a combined statewide directory due to the Uniform Certification Program.

Monitoring and Enforcement Mechanisms

The City of Hattiesburg will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. The City of Hattiesburg will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
2. The City of Hattiesburg will consider similar action under our own legal authorities, including responsibility determinations in future contracts.
3. The City of Hattiesburg will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished by the State of Mississippi UCP Committee.
4. The City of Hattiesburg will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

Goals

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the [Name of Recipient] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offers, including those who qualify as a DBE. A DBE contract goal of **two (2%) percent** has been established for this contract. The bidder/offers shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offers will be required to submit the following information:

- (1) the names and addresses of DBE firms that will participate in the contract;
- (2) a description of the work that each DBE firm will perform;
- (3) the dollar amount of the participation of each DBE firm participating;
- (4) written documentation of the bidder/offers's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
- (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and
- (6) if the contract goal is not met, evidence of good faith efforts.

Certification Process

The City of Hattiesburg will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. Certification decisions will be made based on the facts

presented as a whole.

For information about the certification process or to apply for certification, firms should contact:

Department of Federal and State Programs
HPFL-MPO Division Manager
P.O. Box 1898 (308 Newman Street)
Hattiesburg, MS 39403-1898

Certification application forms and documentation requirements are found in Forms 1 and 2 of this contract.

Forms 1 & 2 for Demonstration of Good Faith Efforts

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____ %) is committed to a minimum of _____ % DBE utilization on this contract a submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____
(Signature) Title

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above.
The estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

Attachments

Certification Application Forms

This application can be obtained from the Mississippi Department of Transportation Website.

http://www.gomdot.com/Divisions/CivilRights/Resources/Forms/pdf/UCP_Application.pdf

Procedures for Removal of DBE's Eligibility

The procedure for removal of DBE's Eligibility can be obtain from the Mississippi Department of Transportation website listed below:

<http://www.gomdot.com/Divisions/CivilRights/Resources/Programs/DBE/pdf/DBE%20Program%20Manual%202010.pdf>

Regulations: 49 CFR Part 26

The regulations may be reviewed on the Mississippi Department of Transportation Website listed below:

<http://www.gomdot.com/Divisions/CivilRights/Resources/Programs/DBE/pdf/DBEProgram%20Manual%202010.pdf>

PERFORMANCE BOND FOR CONTRACT

NOW ALL MEN BY THESE PRESENTS, that we, _____
_____ the PRINCIPAL, hereinafter called Principal, and _____
_____ as SURETY, hereinafter called
Surety, and the above named, are held and firmly bound unto the City of Hattiesburg, hereinafter called
the City, in the penal sum of \$ _____
_____ DOLLARS (\$ _____) the
amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our
heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a
certain contract with the City, numbered as shown above and hereto attached;

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings,
covenants, terms, conditions and agreements of said contract during the original term of said contract
and any extensions thereof that may be granted by the City, with or without notice to the Surety, and
during the life of any guaranty required under the contract, and shall also well and truly perform and
fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized
modifications of said contract that may hereafter be made, notice of such modifications to the Surety
being hereby waived, then this obligation to be void; otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the above-mentioned parties have executed this instrument under their
several seals on the date indicated above, the name and corporate seal of each corporate party being
hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of
its governing body.

Signed and sealed this _____ day of _____, 20____.

(ATTACHED POWER OF ATTORNEY, IF APPLICABLE)

ATTEST:

By: _____

(Indicate Capacity)
PRINCIPAL

Secretary

(AFFIX CORPORATE SEAL IF APPLICABLE)

ATTEST:

By: _____

(Indicate Capacity)
SURETY _____

STATE OF _____
COUNTY OF _____

Personally appeared before me the undersigned Notary Public, _____,
who, being first duly sworn, acknowledged the due execution of the foregoing instrument for the
purpose therein stated.

Witness my hand and notarial seal this the _____ day of _____, 20____.

Notary Public
My Commission Expires: _____ (SEAL)

(CORPORATE ACKNOWLEDGMENT)

STATE OF _____
COUNTY OF _____

This is to certify that on the _____ day of _____, 20____, before me personally
came _____, with whom I am personally acquainted, who,
being by me duly sworn, says that (s)he is the President and _____ is the Secretary of
_____, Incorporated, the corporation described in
and which executed the foregoing instrument; that (s)he knows the common seal of said corporation;
that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation
was subscribed thereto by the said Secretary and the said corporate seal was affixed, all by order of the
Board of Directors of said corporation, and that the said instrument is the act and deed of said
corporation.

Witness my hand and official seal this _____ day of _____, 20____.

Notary Public
My Commission Expires: _____ (SEAL)

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public duly commissioned and qualified to act in _____ County, STATE OF _____ do hereby certify that _____, Attorney-in-Fact for _____, a corporation, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and attached Bond, duly sworn, says that he executed the foregoing and attached Bond, dated _____, 20____, for and in behalf of _____, as Surety and that his authority to execute and acknowledge said Bond is contained in an instrument duly executed, acknowledged, and recorded in the Office of Register of Deeds of _____ County, STATE OF _____, on the _____ day of _____, 20____, being recorded in Book Number _____, Page _____, of said Registry, and that the foregoing and attached Bond was executed under and by virtue of the authority given by said instrument granting him, the said _____, power of attorney; and that the said _____, Attorney-in-Fact, acknowledged the due execution of the foregoing and annexed Bond for the purpose therein expressed for and in behalf of said _____.

Witness my hand and notarial seal, this _____ day of _____, 20____.

My Commission Expires:

Notary Public
(SEAL)

PAYMENT BOND FOR CONTRACT

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____ the PRINCIPAL, hereinafter called Principal, and _____
_____ as SURETY, hereinafter
called Surety, and the above named, are held and firmly bound unto the City of Hattiesburg, hereinafter
called the City, in the penal sum of _____
_____ DOLLARS (\$ _____)
the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves,
our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a
certain contract with the City as referenced above and hereto attached;

NOW, THEREFORE, if the principal shall promptly make payment to all person supplying labor
and material in the prosecution of the work provided for in said contract, and any and all duly authorized
modifications of said contract that may hereafter be made, notice of which modifications to the surety
being hereby waived, then this obligation to be void; otherwise it shall remain in full force and effect.

IN WITNESS THEREOF, the above bound parties have executed this instrument under their
several seals on the date indicated above, the name and corporate seal of each corporate party being
hereto affixed and these presents duly signed by its undersigned representatives pursuant to authority of
this governing body.

Signed and sealed this _____ day of _____, 20____.

(ATTACH POWER OF ATTORNEY, IF APPLICABLE)

ATTEST:

By: _____

(Indicate Capacity)
PRINCIPAL

Secretary

(AFFIX CORPORATE SEAL IF APPLICABLE)

ATTEST:

By: _____

(Indicate Capacity)
SURETY

STATE OF _____
COUNTY OF _____

Personally appeared before me to the undersigned Notary Public, _____, who, being first duly sworn, acknowledged the due execution of the foregoing instrument for the purpose therein stated.

Witness my hand and notarial seal this the _____ day of _____, 20____.

My Commission Expires: _____

Notary Public
(SEAL)

(CORPORATE ACKNOWLEDGMENT)

STATE OF _____
COUNTY OF _____

This is to certify that on the ____ day of _____, 20____, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that (s)he is the President and _____ is the Secretary of _____, Incorporated, the corporation described in and which executed the foregoing instrument; that (s)he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said Secretary and the said corporate seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public
(SEAL)

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public duly commissioned and qualified to act in _____ County, STATE OF _____, do hereby certify that _____, Attorney-in-Fact for _____, a corporation, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and attached Bond, dated _____, 20____, for and in behalf of _____, as Surety and that his authority to execute and acknowledge said Bond is contained in an instrument duly executed, acknowledged, and recorded in the Office of Register of Deeds of _____ County, STATE OF _____, on the _____ day of _____, 20____, being recorded in Book Number _____, Page _____, of said Registry, and that the foregoing and attached Bond was executed under and by virtue of the authority given by said instrument granting him, the said _____, power of attorney; and that the said _____, Attorney-in-Fact, acknowledged the due execution of the foregoing and annexed Bond for the purpose therein expressed for and in behalf of said _____.

Witness my hand and notarial seal, this _____ day of _____, 20____.

Notary Public

My Commission Expires:

(SEAL)

(REQUIRED AT TIME OF FINAL PAYMENT)

AFFIDAVIT

Hub City Transit Bus Shelter ADA Accessibility Project

City of Hattiesburg

County of Forrest

State of Mississippi

In the State of _____ County of _____, _____
_____ being duly sworn, deposes and says that they are _____
_____ of _____ and that they have
full and official knowledge of all and every debt and obligation for labor and materials which have
entered into and become a part of the public facilities constructed under City of Hattiesburg **Hub City
Transit Bus Shelter ADA Accessibility Project**; and, acting in their official capacity, and for the
specific purpose of obtaining the funds due on this final estimate, they further depose and say that all
debts or obligations for such labor and materials have been fully and completely paid and discharged in
good and lawful money of the United States of America or by evidence of exchange or trade
acceptances endorsed and guaranteed by a solvent National or State bank, and that there are no suits for
damages against the contractor, pending, prospective or otherwise, in consequence of their operations on
the said project except as follows:

In witness whereof they have set their hand and seal,

I, _____, a notary public of the County and State aforesaid, hereby certify
that _____ personally known to me to be the affiant in the foregoing
affidavit, personally appeared before me this day and having been by me duly sworn, deposes and says
that the facts set forth in the above affidavit are true and correct.

Witness my hand and official seal this the _____ day of _____, 20____.

Notary Public

My Commission Expires:

(SEAL)

BID PROPOSAL

**Hub City Transit Bus Shelter ADA Accessibility Project
City of Hattiesburg, MS
Forrest County**

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT AND ITEM TOTALS ARE ENTERED AND THE BID CERTIFICATE LOCATED AT THE END OF THE BID PROPOSAL ON PAGE BP-2 IS SIGNED.

BIDDER ACKNOWLEDGES THEIR TOTAL OFFICAL BID CONSTITUTES THE SUMMATION OF THEIR TOTAL BASE BID AND THEIR TOTAL ALTERNATE BID. BIDDER ACKNOWLEDGES THAT THE CITY OF HATTIESBURG HAS THE RIGHT TO CHOOSE TO PERFORM ALL, ANY, OR NONE OF THE ALTERNATE BID ITEMS UNDER THIS CONTRACT, AND ACKNOWLEDGES BY RECEIVING DIRECTION FROM THE CITY TO PERFORM ONLY ONE ALTERNATE OR NEITHER ALTERNATES MAY RESULT IN A CONTRACT VALUE LESS THAN THE ADDITION OF THE TOTAL ALTERNATE BID ENTERED BELOW PLUS BASE BID.

BIDDER ACKNOWLEDGES THAT FAILURE TO PROVIDE A BID PRICE FOR EACH ITEM WILL CONSTITUTE AN IRREGULAR BID AND WILL BE REJECTED.

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFIES THAT THE FIGURES SHOWN THERIN CONSTITUTE THEIR OFFICIAL BID.

BASE BID					
ITEM	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	ITEM TOTAL
1	Site 1 - McLeod Street at Fire Station	Nec	Lump Sum		
2	Site 2 - Hardy Street at Library (OB)	Nec	Lump Sum		
3	Site 3 - Hardy Street at Kamper Park (IB)	Nec	Lump Sum		
4	Site 4 - S. 28th Avenue at Forrest General	Nec	Lump Sum		
5	Site 5 - Country Club Rd at Pineview Apts.	Nec	Lump Sum		
8	Bus Shelter and Amenities Fabricated and Delivered (No Installation)	5	Each		
TOTAL BASE BID					

BID PROPOSAL

**Hub City Transit Bus Shelter ADA Accessibility Project
City of Hattiesburg, MS
Forrest County**

ALTERNATE BID ITEMS					
ITEM	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	ITEM TOTAL
ALTERNATE BID 1					
6	Site 6 - Walmart Service Road off US Hwy. 98	Nec	Lump Sum		
ALTERNATE BID 2					
7	Site 7 - N. 31st Ave at Hardy Street	Nec	Lump Sum		
	TOTAL FOR ALTERNATE BID ITEMS				

TOTAL BID	
	TOTAL
TOTAL BASE BID	
TOTAL ALTERNATE BID ITEMS	
TOTAL BID	

THE UNDERSIGNED DECLARES THAT THE PERSON SIGNING THIS PROPOSAL IS FULLY AUTHORIZED TO SIGN THE PROPOSAL ON BEHALF OF THE FIRM LISTED AND TO FULLY BIND THE FIRM LISTED TO ALL THE CONDITIONS AND PROVISIONS THEREOF.

Bidder's Signature _____ Date _____

Bidders Printed Name and Position in the Company _____

Bidder's Company _____

WAGE RATE DETERMINATIONS

The U.S. Department of Labor Wage Rates applicable to this Contract can be found on the U.S Department of Labor website Wage Determination OnLine.gov or <http://www.wdol.gov/>. Wage Rate Decision Number (WDs) for this contract can be accessed under the Davis-Bacon Act (DBA) portal and providing the appropriate selection criteria for the contract.

GENERAL CONDITIONS

1. Definitions:

- (a) The contract documents shall consist of the Contract, the accepted Proposal, the General Conditions of the Contract, and the Drawings and Specifications, including all modifications thereof incorporated in the documents before their execution.
- (b) Whenever the term "Contractor" is used, it shall be understood as referring to the General Contractor, subcontractor, and all other contractors or their duly authorized agent to whom the work here described is awarded by contract.
- (c) Whenever the term "City Engineer" is mentioned, it is understood to mean the City Engineer of Hattiesburg, Mississippi, his assistant or duly authorized agent. The City Engineer shall make all necessary explanations as to the meaning and intent of the Specifications and may correct any errors or omissions in same which is necessary for the proper fulfillment of its intentions.
- (d) Whenever the term "City" is used, it is to mean the City of Hattiesburg, Mississippi.
- (e) The term "Work" of the Contractor or subcontractor includes labor or materials, or both, equipment, transportation, or other facilities necessary to complete the contract.
- (f) The "Mississippi Department of Transportation Standard Specifications for Roads and Bridge Construction", latest edition shall be considered a part of these specifications in instances to which they are referred.

2. Bidders Disqualification:

- 2.01 That the City of Hattiesburg may disqualify bidders from participation in bidding and award of contracts for city construction projects based on the following conditions existing simultaneously:
 - A. The dollar value of the work completed is less than the dollar value of the work which should have been completed on the basis of the contractor's approved progress schedule by more than twenty (20%) percent of the current contract amount. The dollar amount of the work completed will be the total estimate to date shown in the latest partial pay estimate. The current contract amount will be the contract estimate plus accumulated overruns and less accumulated underruns shown in the latest partial pay estimate.
 - B. The percentage of the work completed is less than the percentage of contract time elapsed on the work by more than twenty (20%) percent. The percentage of work completed will be the dollar value of the work complete as defined above divided by the current contract amount as defined above. The percentage of contract time

GENERAL CONDITIONS

elapsed will be the number of calendar days elapsed as shown in the latest partial pay estimate divided by the total contract time in calendar days.

- 2.02 The City of Hattiesburg shall not include any late days which are caused by the City in any of his calculations directed at determining bid status.
- 2.03 Any contractor who wishes to contest the decision of the City of Hattiesburg declaring ineligibility may appeal to the City Council by delivering a notice of appeal to the City Clerk no later than ten days after receipt of the City's decision. The notice of appeal shall clearly set out the reasons why the Contractor believes that the terms of this Resolution have been inappropriately applied or the equitable arguments for not applying this Resolution's terms. When considering an appeal the City Council shall consider, among other things, the report of the City Engineer, the notice of appeal, and the Contractor's current status on any other current City contracts and its performance on any other contracts to which the contractor and the City have been parties to within the two calendar years immediately preceding the filing of the notice of appeal.
- 2.04 Bidders so disqualified shall remain disqualified for any period in which they are still in conflict with the schedule provisions of this article.

3. Intent of Documents:

The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the Specifications shall be supplied unless distinctly so noted on the drawings. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

4. Detail Drawings and Instructions:

The City Engineer shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof, and reasonably inferable therefrom.

5. Progress Schedule:

The Contractor shall submit for approval by the City Engineer prior to the pre-construction conference, a carefully prepared progress schedule, showing the proposed dates of starting and completing each of the various operations of the work. The progress schedule shall be in graphic form and if required, in accordance with the form supplied by the City.

6. Contractor's Understanding:

GENERAL CONDITIONS

It is understood and agreed that the Contractor has, by careful examination satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way effect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of the contract shall affect or modify any terms or obligations herein contained.

7. Superintendence by Contractor:

Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the City of Hattiesburg on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and prosecution of the work.

8. Materials, Appliances, Employees:

Unless otherwise specified, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

9. Technical Specifications and Drawings:

Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the City of Hattiesburg without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

10. Royalties and Patents:

The Contractor shall pay all royalties and patent fees. He shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof,

GENERAL CONDITIONS

except that the City shall be responsible for such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the City Engineer.

11. Permits:

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stipulated.

Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City unless otherwise stipulated.

a. MDOT ENCROACHMENT AGREEMENT at Site 7 – North 31st Avenue and Hardy Street

An MDOT Application for Permit to Locate Certain Facilities on or to Perform Certain Work on State Highway Right of Way (Form MND-004/REV2011) will be required for work at Site 7 – North 31st Avenue at Hardy Street only. The permit agreement application for Site 7 has already been submitted by the City of Hattiesburg to the MDOT and is anticipated to be approved prior to bid opening. However, if said encroachment agreement has not been issued at the time of bid opening, the Contractor will be required to incorporate all standard encroachment requirements in the base bid for the various items in the contract. No separate payment will be made for work required in accordance with standard encroachment agreement.

Any major deviations from the approved plans and specifications required to comply with the encroachment agreement will be identified by Addendum before bids are opened or by change order after contract award if required.

12. Protection of Work and Property:

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the City's and private property from injury or loss arising in connection with this contract. The Contractor shall make good any such damages, injury or loss, except such as may directly be due to errors in the contract documents or caused by agents or employees of the City.

13. Cooperation with Utility Owners:

Prior to the beginning of construction, the City will notify all utility owners known to have facilities affected by the construction of the project and will make arrangements for the necessary adjustments of all affected public or private utility facilities. The utility adjustments may be made either before or after the beginning of construction of the project. The adjustments will be made by the utility owner or his representative or by the Contractor when such adjustments are

GENERAL CONDITIONS

part of the work covered by his contract.

The Contractor shall use special care in working around and near all existing utilities that are encountered during construction, protecting them where necessary so that they will give uninterrupted service. The Contractor shall call the agency concerned for location of all utilities and shall be responsible for any damage to existing utilities and structures resulting from his work around these utilities or structures.

The Contractor shall cooperate with the utility owner, and/or the owner's representative, in the adjustment or placement of utility facilities when such adjustment or placement is made necessary by the construction of the project or has been authorized by the City.

In the event that utility services are interrupted by the Contractor, the Contractor shall promptly notify the owners and shall cooperate with the owners and/or the owner's representative in the restoration of service in the shortest time possible.

Existing fire hydrants shall be kept accessible to fire department personnel at all times.

Prior to submitting his bid, the Contractor shall make his own determination as to the nature and extent of the utility facilities, including proposed adjustments, new facilities, or temporary work to be performed by the utility owner or his representative; and as to whether or not any utility work is planned by the owner in conjunction with the project construction. The Contractor shall consider in his bid all of the permanent and temporary utility facilities in their present or relocated positions, whether or not specifically shown on the plans or covered in the project special provisions. It will be the Contractor's responsibility to anticipate any additional costs to him resulting from such utility work and to reflect these costs in his bid for the various items in the contract.

Where changes to utility facilities are to be made solely for the convenience of the Contractor, it shall be the Contractor's responsibility to arrange for such changes and the Contractor shall bear all costs of such changes.

14. Inspection of Work:

The City Engineer and his representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide facilities for such access and for inspection.

If the specifications, the City Engineer's instructions, laws, or ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the City Engineer timely notice of its readiness for inspection. Inspections by the City Engineer shall be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the City Engineer, it must, if required by the City Engineer, be uncovered for examination at the Contractor's expense.

GENERAL CONDITIONS

15. Changes in Work:

The City, without invalidating the contract, may order extra work or make changes by altering, adding or deducting from the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract by a change order. In the event of a proposed change in the contract or any extra work, the Contractor shall notify the City Engineer in writing within 10 days from the occurrence stating what effect, if any, such change is claimed to have on the official project schedule. Any claims for extension of time caused by the changes shall be addressed and adjusted at the time ordering such changes.

The value of any such extra work or change shall be determined in one or more of the following ways:

- (a) By estimate and acceptance of a lump sum.
- (b) By unit prices named in the contract or subsequently agreed upon.
- (c) By cost and percentage or by cost and a fixed fee.

16. Conformity with Plans and Specifications:

All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans, or indicated in the specifications.

In the event the City Engineer finds the materials or the finished product in which the materials are used not within reasonably close conformity with the plans and specifications but that reasonably acceptable work has been produced, he will then make a determination if the work is to be accepted and remain in place. If the City Engineer agrees that the work is to be accepted, he will have the authority to make such adjustment in contract price as he deems warranted based upon sound engineering judgment and the final estimate will be paid accordingly.

In the event the City Engineer finds the materials or the finished product in which the materials are used or the work performed are not in reasonably close conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by the Contractor at no cost to the City.

17. Liquidated Damages and Delays:

- b. Liquidated Damages. If the work cannot be completed within the time stipulated in the contract, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the City of Hattiesburg, a fixed and agreed amount, as liquidated damages for each calendar day of delay, until the work is completed, the amount as set forth in the contract and the Contractor and his sureties shall be liable to the City of Hattiesburg for the amount thereof. Failure to complete the work within the contract time

GENERAL CONDITIONS

will result in damages due to public inconvenience, obstruction and delay to traffic, safety and other considerations. For each consecutive calendar day in excess of the contract time specified, the Contractor shall pay, or have withheld monies due, a sum of **Five Hundred Dollars (\$500.00) per day**. This will be adjusted and assessed on a monthly basis at the time of each partial payment request based on the Contractor's progress in comparison with the approved progress schedule.

- b. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:
- (1) Any act or omission of the City outside the scope of the contract, including extra work; acts of God; unusually severe and abnormal weather conditions; acts of any other contractor in the performance of work for the City; or other conditions, events, or circumstances beyond the control and without the fault or negligence of the Contractor, which the Contractor could not have reasonably anticipated; or
 - (2) Any delay of any Subcontractor occasioned by any of the causes specified in subparagraph (1) above.

Provided, however, the Contractor shall provide written notice to the City Engineer within ten (10) days from the occurrence, condition, event, or other cause which is claimed to have delayed the completion of the work. Such notice shall state what effect, if any, such occurrence, condition, event, or other cause is claimed to have upon the time for completing the contract work, and shall state in what respects, if any, the contract completion deadline should be revised, and the reasons therefore. No claim by the Contractor for an extension of time for completion shall be considered unless notice of such delay claim is given the City in accordance with the provisions of this subparagraph.

- c. No Damages for Delays The City shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the City for, any damages, costs, or expenses of any nature occasioned by delays, work disruptions or interference, changes in work sequence, work suspension or rescheduling arising from any act or omission of the City outside the scope of the Contract, acts of God, unusually severe and abnormal weather conditions, or other causes beyond the Contractor's control, it being understood and agreed that the Contractor's sole and exclusive remedy in the event of his inability to achieve completion by the contract deadline due to claimed delays shall be an extension of the contract schedule, but only if a claim for such extension is properly made in accordance with the provisions of subparagraph (b) above.

18. Opening Sections of Project to Use by Public:

The City of Hattiesburg, at its election, may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as

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complying with the technical specifications; and if, in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodations for which it was intended. On such sections which are open, the Contractor shall conduct the remainder of his operations so as to cause the least obstruction to public use of the facility. The Contractor shall not be relieved of his liability or responsibility, shall not receive any additional compensation due to the added cost of the work, nor shall he receive any extension of the completion date, by reason of such openings.

The Contractor shall not be responsible for any maintenance cost due directly to the use of such sections. The period of guarantee stipulated in Section 51 - Guarantee of Work, shall not begin to run until the date "of release of final inspection punch list items" for all work which the contractor is required to construct under this contract.

19. City's Right to do Work:

If the Contractor should neglect to prosecute the work promptly or fail to perform any provisions of the contract, the City, after 24 hours written notice to the Contractor, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

20. Correction of Work Before Final Payment:

Before issuing final payment, the Contractor shall promptly remove from the premises all materials condemned by the City Engineer as failing to conform with the contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

21. Final Inspection, Clean Up and Project Final Acceptance:

21.01 Final Inspection

- a. When the improvements contained in this contract are substantially completed, the Contractor shall notify the City Engineer in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice shall be given at least ten (10) days prior to the date stated for final inspection and bear the signed concurrence of the representative of the City Engineer having charge of the inspection. If the City Engineer determines that the status of the improvements are accurately represented, the City Engineer will make the arrangements necessary to have the final inspection on the date stated in the notice, or soon thereafter as is practicable. The Final Inspection Team will include the City Engineer's representatives and the Contractor. The Final Inspection Team may also include representatives of each department of the City

GENERAL CONDITIONS

of Hattiesburg as well as a representative of the Mississippi Department of Transportation.

- b. The Final Inspection Team, on the date agreed upon in 21.01(a), shall make a thorough visual inspection to insure that the project is satisfactorily completed according to the plans and specifications of the contract and that all clean up work is complete.
- c. The Final Inspection Team, following the final inspection, shall prepare a written list of the deficient items and clean up work that needs to be corrected before the issuance of the Final Acceptance Document. The list shall include a reasonable period of time, agreed upon with the Contractor, allowing for the completion of the deficient items and clean up work. A copy of the list shall be mailed to the Contractor.

21.02 Clean up Work

Clean up work shall include cleanup of trash in the rights-of-way. It shall also include a final mowing of the grass in the rights-of-way. Grass on the rights-of-way shall not exceed 8 inches in height at the time of final acceptance. Clean up and mowing along slopes may be required as directed by the City Engineer.

21.03 Project Final Acceptance

The Contractor, after finishing all cleanup work and correction of all deficient items, shall notify the appropriate party on the Inspection Team to make a final inspection of the project. If the Final Inspection Team, during its inspection finds that the deficient items and cleanup work have been satisfactorily completed according to the terms of this Article and the contract specifications, then the Final Inspection Team recommends to the City Engineer 's Representative to issue the Final Acceptance Document.

22. Payments to Contractor and Retainage:

22.01 Partial Payments

- a. Partial payment will be based upon progress estimates prepared by the City Engineer once each month on the date established by the City Engineer.
- b. Monthly or partial payments made by the City of Hattiesburg to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the City of Hattiesburg. Such payments shall not constitute a waiver of the right of the City of Hattiesburg to

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require the fulfillment of all terms of the contract and the delivery of all improvements embraced in this contract complete and satisfactory to the City of Hattiesburg in all details.

22.02 Retainage

Retainage in the amount of **10%** of the total invoice request will be withheld from each progress payment and paid to the Contractor with the final payment once all punch-list items have been satisfactorily completed and the project has been fully accepted by the City of Hattiesburg.

22.03 Final Payment

- a. After final inspection and acceptance by the City of Hattiesburg and City Engineer of all work under the contract, the Contractor shall prepare his requisition for final payment which shall be the sum of the Bid unit Prices multiplied by the quantities actually issued or this sum adjusted by approved change orders less prior payments. Final payment request must be accompanied by the Final Payment Affidavit.
- b. The City of Hattiesburg before paying the final estimate may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment and services to the Contractor, if the City of Hattiesburg deems the same necessary in order to protect its interest. The City of Hattiesburg, however, may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under the contract.
- c. Withholding of any amount due the City of Hattiesburg as "Liquidated Damages", shall be deducted from payments due to the Contractor.

23. City's Right to Terminate Contract:

If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently discharged laws, ordinances or the instructions of the City Engineer, or otherwise be guilty of a substantial violation of any provision of the contract, then the City, upon the certificate of the City Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools,

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appliances, there and finish the work by whatever method it 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 shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the City Engineer.

24. Contractor's Right to Stop Work or Terminate Contract:

If the work should be stopped under an order of any Court, or other public authority, for a period of three months, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon seven days written notice to the City Engineer, stop work or terminate this contract and recover from the City payment for all work executed and loss sustained upon any plant or materials and reasonable profit and damages.

25. Liability Insurance:

The Contractor shall maintain such insurance as will protect him from claims under workman's compensation acts and such other insurance as will protect him and the City from any other claims for damages for property damage and personal injury, including death, which may arise from operations under this contract whether such operations be by himself, or by any subcontractor or anyone directly or indirectly employed by either of them. Certificates of insurance shall be filed with the City Engineer, if he so requires, and shall be subject to his approval for adequacy of protection. Policies of insurance coverage for personal liability and property damage shall be submitted.

26. Care of Work:

- a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City of Hattiesburg.
- b. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act. He shall likewise act if instructed to do so by the City of Hattiesburg. Any compensation claimed by the Contractor on account of such emergency work will be determined by the City of Hattiesburg as provided in Section 15 - Changes in Work.
- c. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed),

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adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

- d. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements embraced in this contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City of Hattiesburg from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City of Hattiesburg may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- e. Any claim for damage arising under this contract shall be made in writing to the party liable within reasonable time of the first observance of such damage.

27. Indemnity:

The Contractor shall indemnify, save harmless, and defend the City against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against it by reason of any act or omission of the said Contractor, his agents and employees, in the execution of work or in the guarding of it.

28. Safety and Accident Prevention:

28.01 General

The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The Contractor shall abide by all applicable safety standards and regulations contained in the Occupational Safety and Health Act, for the construction industry and any other applicable Laws.

- a. All excavation and trenching work shall conform to OSHA requirements under 29 CFR Part 1926 Subpart P and any other applicable requirements.
- b. The Contractor shall have an employee who is a designated competent person as described under OSHA regulations, 29 CFR Part 1926 Subpart P. The person shall be capable of identifying existing or predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

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- c. The Contractor shall provide and maintain safety equipment as outlined under OSHA 29 CFR Part 1926 Subpart P and other applicable safety provisions, which include trench boxes, ladders, shoring, barricades, warning vests, gas monitors, meter for hazardous atmospheres and other necessary safety equipment to protect the employees and the job site.

28.02 Records

The Contractor shall maintain an accurate record of all cases of death, occupational diseases, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. The Contractor shall promptly furnish the City of Hattiesburg with reports concerning these matters.

28.03 Indemnity

The Contractor shall indemnify and save harmless the City of Hattiesburg from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

29. **Trenches**

All trenches shall be back-filled and made safe at the end of each workday. Payment for installation of utility and drainage lines that requires open cut to existing pavement shall include the cost of pavement for repairs (including pavement saw cut and removal) as incidental to the installation of the utility. No separate payment will be made for this work unless otherwise specifically mentioned in this contract.

30. **Sanitary Facilities:**

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and City of Hattiesburg. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

31. **Use of Premises**

- a. The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the Drawings or if no contract limits are shown, to the right-of-way shown and as prescribed by ordinances or permits or as may be directed by the

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City of Hattiesburg and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

- b. The Contractor shall comply with all reasonable instructions of the City of Hattiesburg and the ordinances and codes of the City of Hattiesburg, regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

32. Liens:

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the City a complete release of all liens arising out of the contract, or receipts in full in lien thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all labor and materials for which a lien could be filed but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City Engineer, to indemnify the City against any lien. If any lien remains unsatisfied after all payments are made, the Contractor, shall refund to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

A copy of the Affidavit is included with the Payment Bond Contract and shall be submitted with the contractor's request for final payment.

33. Working Time Restrictions:

No work on or blockage of existing through traffic lanes and/or special turn lanes shall occur during the hours of **7:00 a.m.-9:00 a.m.** or **4:00 p.m.-6:00 p.m.**, Monday through Friday or as directed by the City of Hattiesburg. Work adjacent to traffic lanes may occur during these hours if proper signage and safety precautions are effected as described in latest edition of the Manual on Uniform Traffic Control Devices.

34. Assignment:

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without previous written consent of the City of Hattiesburg.

35. Citizen Notification:

The Contractor shall be responsible for notifying, in writing, all property owners/residents directly affected by this project just prior to beginning construction. A copy of this notification shall be submitted and approved by the City Engineer prior to its issuance to the residents. This also includes all businesses whether owned, leased or rented by the property owner of record. Property owner addresses will be provided to the contractor by the City Engineer. Notices are to be mailed and/or hand delivered.

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36. Separate Contracts:

The City reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work.

37. Subcontracted Work and Subcontractors:

- a. The Contractor shall perform a minimum sixty (60%) percent of the work under the contract with his own forces. Unless otherwise stated elsewhere in the contract, the Contractor shall not subcontract more than 40% of the work stipulated in this contract.
- b. The Contractor shall, as soon as practicable after the signing of the contract, notify the City Engineer in writing of the names of subcontractors proposed for the work and shall not employ any subcontractors that the City Engineer may within a reasonable time object to as incompetent or unfit. The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractor and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relation between any subcontractor and the City.
- c. The Contractor shall obtain approval of subcontractors as well as any change in subcontractors during the work on the contract from the City Engineer. A period of seven (7) days minimum is required for the approval of a subcontractor.

38. Points and Instructions:

The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. He shall not proceed until he has made timely demand upon the City Engineer for, and has received from him, such points and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such points and instructions.

The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

39. Status of City Engineer:

The City Engineer shall have general supervision and direction of the work. He has authority to stop the work wherever such stoppage may be necessary to insure proper execution of the contract. He shall also have authority to reject all work and materials which do not conform to the contract, to direct the application of force to any portion of the work, as in his judgment is

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required, and to order the force increased or diminished, and to decide questions which arise in the execution of the work.

40. City Engineer's Decision:

The City Engineer shall, within a reasonable time after their presentation to him, make decisions in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents. All such decisions of the City Engineer shall be final.

41. Lands for Work:

The City shall provide the lands upon which the work under this contract is to be done, except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same.

42. Cleaning Up:

Immediately prior to final inspection for release of payment, the Contractor shall, as directed by the City Engineer, remove from the City's property and from all other public and private property, at his own expense, all temporary structures, rubbish and waste materials resulting from his own operations. Rubbish and waste materials shall include, but not limited to, solid wastes such as glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

43. Access to Property:

The Contractor shall, where necessary, provide and maintain access to and from all properties along the line of his work.

44. Safeguards:

The Contractor shall provide, erect and maintain adequate barricades, warning signs, and lights at all excavations, closures, detours and points of danger.

45. Survey Construction:

1. The Contractor shall furnish all surveys.
2. The Contractor shall set sufficient points to establish work limits and grade and shall be responsible for preserving all stakes and marks, or replacing if damaged or removed during the course of work.

46. Unit Bid Price

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The unit bid price on the items in this contract includes furnishing, installing, completely in place and accepted unless otherwise mentioned in this contract documents.

47. Materials Sampling and Testing:

All tests of material shall be made by a recognized and approved testing laboratory submitted by the Contractor to the City Engineer for approval. The expense of such tests shall be borne by the Contractor unless otherwise specified.

48. Tools, Plant and Equipment:

If at any time before the commencement or during the work, tools, plant, or equipment appear to the City Engineer to be insufficient, inefficient, or inappropriate to secure the quality of the work required or the proper rate of progress, the City Engineer may order the Contractor to increase their efficiency, to improve their character, to augment their number, or to substitute new tools, plant or equipment as the case may be, and the Contractor must conform to such order; but the failure of the City Engineer to give such an order shall not relieve the Contractor to secure the quality of work and the rate of progress necessary to complete the work within the time required.

49. Measurement of Quantities:

The quantities of work performed will be computed by the Engineer on the basis of measurements taken by him or his assistants, and these measurements shall be final and binding. The specifications designate the manner in which the measurements of the various types of work shall be performed.

50. Project Time Defined:

Project time shall consist of all calendar days, including weekends and holidays, from the contract notice to proceed date through the specified number of days allowed for the completion of the project in the contract document. The Contractor has been given a project time inclusive of an anticipated amount of bad weather, be it due to the winter months or abnormal rainfall during the remainder of the calendar year.

51. Guarantee of Work:

The Contractor shall guarantee his work performed under his contract against failures or trouble due to faulty workmanship or materials for a period of twelve (12) months from the date of acceptance of the work.

52. Force Account Work:

Force account reports shall be submitted to and approved by the City Engineer within five (5) days following completion of the work. Failure on the part of the Contractor to submit such a

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report on time may result in refusal to pay for the work done.

53. Disposal of Construction Waste Materials

Disposal of all waste material from construction sites shall be made in strict accordance with all City ordinances pertaining to disposal of construction waste. It shall be the responsibility of the Contractor to secure the necessary permits and provide all information required to secure said permits. The Contractor shall designate the disposal site prior to beginning construction and in the event waste material is to be disposed of on private property a letter from the property owner shall be furnished the City Engineer granting the Contractor or his agent such permission and listing the requirements made by the property owner or the Contractor, if any.

54. Contractor License:

All invited bidders and contractors shall be advised that those who submit formal bids on this project must be licensed in the State of Mississippi whether he (they) is/are a resident or nonresident of this state, and shall be advised that they must show evidence of a licensure in Mississippi before the bid is considered.

55. Point of Contact and Emergency Work Crew:

The Contractor upon start of construction shall provide the Engineer with names, addresses, and telephone numbers of two people to be contacted after office hours in case of emergency. The Contractor and/or the Contractor's subcontractors shall provide emergency contacts with access to an immediate repair crew with adequate trucks and other equipment available when needed to make repairs, clean-up, signing and other work required in connection with this contract. This repair crew shall be on call during non-working hours and during weekends and holidays. The name, address and phone number of at least two responsible members of this crew shall be provided the City Engineer or his representatives prior to beginning any work. The members of this crew shall be based, reside, live or stay in Forrest County during the periods that they are on call. Should this "emergency" crew be unavailable for any reason when needed, the City shall have the right to have the required work performed by the quickest means available and the Contractor shall be back-charged at a rate of two (2) times the total cost to the City.

56. Construction Water:

- A. Contractors are responsible for securing adequate construction water for their job sites.
- B. If necessary, all construction water usage from the City must be metered and will be billed to the Contractor. The Contractor must make arrangements with the City to make the applicable arrangements for billing the water usage. If the Contractor provides his own meter it must meet City standards for the meter and include a backflow device.
- E. Contractors observed using unmetered water will be fined by the City of Hattiesburg in

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accordance with City Code provisions.

57. **Traffic Control**

The Contractor shall provide all traffic control devices and signs to warn the traveling public in accordance with the plans, the MDOT Standard Specifications, and the latest edition of the Manual of Uniform Traffic Control Devices. Traffic shall be maintained at all times during the hours defined in this Contract, unless otherwise required by the traffic control plan or agreed to by the City of Hattiesburg.

The Contractor shall indemnify and save harmless the City of Hattiesburg and all its officials, agents and employees from all suits, actions or claims of any character, name or description brought for or on account of any injuries or damages received or sustained in.

58. **Right of Way and Construction Easements**

The City has procured or is in the process of procuring construction easements at each individual bus shelter site. The Contractor will coordinate entrance into adjacent property with the City and understands that some of the temporary construction easements may not be procured at the time of construction. All coordination efforts with the City and Engineer on this project will be incidental to the project.

The Contractor shall comply to the conditions of right of way agreements made with several property owners impacted by this project and included as a part of this contract. All other right of way agreement issues will be completed by the Contractor, and no separate measurement or payment will be made as all construction necessary to complete the work will be considered incidental to other items in the contract.

59. **Dust Control:**

The Contractor shall, as directed by the Engineer, provide adequate equipment and use other available means to control the dust during the term of this contract. Failure on the part of the Contractor to correct dust control problems as directed will result in the City Engineer notifying the Contractor to comply with the contract provisions. In the event that the Contractor fails to begin such remedial action within 24 hours after receipt of such notice, the City Engineer may proceed to have the work performed with other forces. The actual cost of the work so performed along with a 20% administrative fee will be deducted from monies due to the Contractor on his contract. Under adverse conditions, the City Engineer may choose to suspend the Contractor's operations on the project until all dust control problems have been completed to his satisfaction. Such suspension will not justify an extension of contract time.

60. **Soil Erosion Control**

60.01 **Grading, Inspection and Maintenance:**

Soil erosion control measures shall be installed as described prior to any land disturbing

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work being done. The Contractor may phase the project pending approval by the City Engineer. All erosion control measures must be inspected by the City of Hattiesburg City Engineer – City’s Conservation and Erosion Section upon notification by the Contractor.

All erosion control measures must be maintained so that they prevent soil erosion and sediment losses throughout the project, and will remain in place until the denuded areas are stabilized and the seed has germinated. The entrapped sediment from all temporary measures shall be removed when 50% of the original sediment storage capacity has been depleted.

The City will inspect stabilized areas and point out sections that need rework to the City Engineer or Project Inspector who will instruct the Contractor to perform the work necessary, at the Contractor's expense, to bring those areas into compliance with soil erosion rules and regulations.

60.02 Failure to Perform Erosion Control Work:

Failure on the part of the Contractor to perform erosion control work as directed will result in the City Engineer notifying the Contractor to comply with these provisions. In the event that the Contractor fails to begin such remedial action or fails to begin erosion control work within 24 hours after receipt of such notice with adequate forces and equipment, the City Engineer may proceed to have the work performed with other forces. The actual cost of the work so performed along with a 20% administrative fee will be deducted from monies due to the Contractor on his contract. Under adverse conditions, the City Engineer may choose to suspend the Contractor's operations on the project until all erosion problems have been completed to his satisfaction. Such suspension will not justify an extension of contract time.

61. Fuel adjustment

Contractor is advised that NO FUEL OR MATERIAL ADJUSTMENT, as addressed in Subsection 109.07 for the MDOT Standard Specifications, will be allowed on this project.

62. Material Tickets

When requested by the City Engineer, the Contractor shall turn in all material tickets for the purpose of measurement / payment.

63. Personnel Parking

No personnel involved with construction operations shall park their personal vehicles within the right of way of the project limits for the duration of the construction project. The Contractor shall furnish a parking area that is located off the project limits. The Contractor shall be responsible for daily transportation of all employees to and from the provided parking area and the project site.

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There will be no direct payment for the work cover by this provision. Payment at the contract unit prices for the various items in the contract will be full compensation for all work covered by this provision.

64. **Protection of Existing Plants**

The work under this item shall consist of the protection of selected trees, shrubs, or other woody plants.

Plant protective fencing shall be installed prior to beginning any construction on this project. Plant protective fencing shall be constructed at the locations as directed by the Plans and in accordance with City requirements. The fencing shall be maintained in place until all construction operations in that particular area are complete. At completion, only light grading equipment shall be allowed on the plants' roots. Fill dirt no deeper than 2 inches shall be allowed under the limb spread of any plant.

No building materials, dirt, or equipment shall be stored inside the protective fencing. Plants that die as a result of the Contractor's negligence shall be removed and replaced as directed by the Engineer at the Contractor's expenses. The new plant shall be guaranteed for a year, planted in the proper season, and planted with approved arboricultural specifications.

The Contractor will be required to cooperate with other contractors, utility companies and others needing access to the project site (as approved by the engineer) to complete the work.

65. **Grading, Shoulders and Slopes:**

Shoulders and slopes shall be free of all stone and clods that exceed 1 inch in diameter. Fine grading (raking) shall take place just before seeding and mulching. No separate payment will be made for shoulder construction or material for shoulder construction as all work necessary to complete the work will be considered incidental to other items in the contract unless otherwise provided in the contract.

66. **Materials and Equipment Storage and Parking**

When vehicles, equipment, and materials are not being actively used, they shall be moved at least 30 feet away from the edge of any travel way open to traffic (or as directed by the Engineer). All debris shall be immediately moved to a location at least 30 feet from the edge of any travel way open to traffic. If vehicles, equipment, materials, and debris are protected by guardrail or barrier, a 5-foot minimum offset from the rail shall be used.

67. **Sidewalk, Driveway, Curb & Gutter Removal and Replacement**

Care should be taken during construction to avoid damaging the existing sidewalk, curb & gutter and pavement outside the immediate construction area. If damaged, it shall be replaced in accordance with the MDOT Standard Specifications for Road and Bridge Construction and City of Hattiesburg standards without extra cost to the City. Prior to construction, the Contractor shall inspect the site and report to the Engineer any damages existing before construction.

The Contractor shall be advised that when a portion of any area of concrete driveways, curb and

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gutter and pavement must be removed, all areas to be removed shall be defined by a machine-sawed joint, prior to removal. Saw cut of concrete driveway, curb & gutter and pavement are considered incidental to removal unless otherwise provided in the contract.

68. Maintenance of Mailboxes, Signs, Miscellaneous Appurtenances

The Contractor shall be required to maintain mailboxes, signs and all miscellaneous appurtenances impacted by construction activities in working order for the duration of construction as directed by the Engineer. Work on the same items shall be done in a timely manner. No separate payment for work on these items will be made as the work will be considered incidental to other items in the contract unless otherwise mentioned in the contract document.

69. Project Completion

When the project is nearing completion the City will obtain comments from the impacted property owners concerning items that are outstanding, yet to be completed. The Engineer will determine which items have sufficient justification to be included in the final punch-list, and the Contractor will be required to complete these items with no additional payment and in a timely fashion.

70. Videotape of Project Site(s)

The Contractor is strongly encouraged to videotape the project site(s) in its entirety before construction begins, with emphasis on properties adjoining the project, drives, trees, appurtenances and other distinguishing features. Appropriate narration will include location and description of property and physical features. No separate payment will be made for this work, and all associated costs will be considered incidental to other items in the contract.

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PROJECT TECHNICAL SPECIFICATIONS

CLEARING, REMOVAL, and DISPOSAL

1.0 Description

This item shall comply with all requirements provided for under MDOT Standard Specification (2004) Section 201 – Clearing and Grubbing.

Removal of existing benches, trash receptacles, and other existing items or objects not scheduled to remain are included as part of this work and shall include all labor, materials, transportation, and incidentals required to remove and haul all salvaged materials to the appropriate Owner's facility or to properly dispose of as directed by the Engineer.

Any landscape pruning or tree removal is considered incidental and is included under this item. Pruning to existing shrubs or trees will be performed by a licensed landscape or tree professional. Any damaged plant material will be replaced at no cost to the Owner. The Contractor will provide all plant materials conforming to the standards and specifications of the American Standard for Nursery Stock, including grading of plants, root balls, and type and minimum dimensions of containers. Tree removal will include grinding of stump to a minimum of 12 inches below grade.

2.0 Materials

Blank

3.0 Construction Requirements

Comply with applicable requirements of Section 201.03

4.0 Method of Measurement / Basis of Payment

The cost to provide clearing, removing and disposal of debris at each site shall be included in the lump sum price bid for each site and shall include all labor, materials, tools, machinery and incidentals necessary to satisfactorily complete the work according to the plans, specifications and as directed by the Engineer.

PROJECT TECHNICAL SPECIFICATIONS

EROSION CONTROL

1.0 Description

Erosion Control measures shall be furnished, constructed, maintained, and removed in accordance with MDOT Standard Specifications (2004) with the exception of Method of Measurement and Payment:

Silt Fence shall be furnished, constructed, maintained, and removed in accordance with MDOT Standard Specifications (2004) Section 234 – Silt Fence.

Inlet Protection shall be furnished, constructed, maintained, and removed in accordance with MDOT Standard Drawings ECD-3 and ECD-14 provided in the bid plans.

2.0 Materials

Comply with applicable requirements identified above.

3.0 Construction Requirements

Comply with applicable requirements identified above.

4.0 Method of Measurement / Basis of Payment

The cost to provide erosion control measures at each site shall be included in the lump sum price bid for each site and shall include all labor, materials, tools, machinery and incidentals necessary to satisfactorily complete the work according to the plans, specifications and as directed by the Engineer. Included in the cost is full replacement of all erosion control measures which have become worn, damaged, or ineffectual during the course of work.

PROJECT TECHNICAL SPECIFICATIONS

TEMPORARY TRAFFIC CONTROL

1.0 Description

Traffic Control measures shall be furnished, constructed, maintained, and removed in accordance with the following MDOT Standard Specifications (2004) with the exception of Method of Measurement and Basis of Payment:

Section 104.04	Maintenance of Traffic
Section 618	Maintenance of Traffic and Traffic Control Plan
Section 619	Traffic Control for Construction Zones

Any necessary lane closures on existing travel ways shall be done in accordance with MDOT Standard Drawing TCP-1 included in the contract bid plans.

Replacement of any permanent pavement markings removed during construction shall also be included under this pay item. Final pavement markings shall be furnished, installed, and maintained in accordance with the following MDOT Standard Specifications (2004) with exception of Method of Measurement and Basis of Payment:

Section 626	Thermoplastic Traffic Markings
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2.0 Materials

Comply with applicable requirements for each section identified above.

3.0 Construction Requirements

Comply with applicable requirements for each section identified above.

4.0 Method of Measurement/ Basis of Payment

The cost to provide traffic control at each site shall be included in the lump sum price bid for each site and shall include all materials, equipment, labor, and incidentals necessary to satisfactorily complete maintenance of traffic, including replacement of pavement striping and markings, for each site according to the plans, specification and as directed by the Engineer.

PROJECT TECHNICAL SPECIFICATIONS

GRADING / EARTHWORK

1.0 Description

Perform the required earthwork for this project in accordance with the applicable requirements of MDOT Standard Specifications Section 203 – Excavation and Embankment.

This will include all necessary saw cutting, excavation, fill, grading, and compaction necessary to prepare the site to the subgrade level to receive concrete pad, concrete sidewalk or asphalt base course provide for under other items of the contract. In disturbed areas where sodding is necessary, construct the top 6 inches with soils capable of supporting vegetation. All soil is subject to test and acceptance or rejection by the Engineer.

Any offsite material brought to the site must be obtained from approved sources. The Contractor is responsible for any erosion control requirements of off-site borrow sources.

2.0 Materials

Comply with applicable requirements of Section 203.02.

3.0 Construction Requirements

Comply with applicable requirements of Section 203.03.

4.0 Method of Measurement / Basis of Payment

The cost to provide grading and earthwork at each site shall be included in the lump sum price bid for each site and shall include all materials, equipment, labor, and incidentals necessary to satisfactorily complete site preparation for placement of concrete, asphalt base course, and/or sod according to the plans, specification and as directed by the Engineer.

PROJECT TECHNICAL SPECIFICATIONS

6" CONCRETE PAD

4" CONCRETE SIDEWALK

1.0 Description

Place 6-inch concrete pad for bus stop shelters and 4-inch concrete sidewalk in accordance with MDOT Standard Specifications Section 608 – Concrete Sidewalks and MDOT Standard Drawings SD-1 and SD-2 included in the contract bid plans.

2.0 Materials

Comply with applicable requirements of Section 608.02.
Detectable Warning Devices (Truncated Domes) shall be as per MDOT standard drawing CCR-1.

3.0 Construction Requirements

Comply with applicable requirements of Section 608.03.

4.0 Method of Measurement / Basis of Payment

The cost to provide 6" concrete pad and 4" concrete sidewalk at each site shall be included in the lump sum price bid for each site and shall include all materials, including detectable warning devices, equipment, labor, and incidentals necessary to satisfactorily install the concrete pads and sidewalk according to the plans, specification and as directed by the Engineer.

PROJECT TECHNICAL SPECIFICATIONS

BUS SHELTER AND AMENITIES

1.0 Description

The work specified includes the design, fabrication, delivery, assembly and erection of new bus stop shelter and amenities for each project site.

All bus stop shelters and amenities must be manufactured 100% in compliance with the “Buy America” clause as described in the “Buy America” documentation included in the bid documents.

The Contractor must receive approval from the City before purchasing and installing any bus shelters or amenities. Once bus shelters and amenities have been approved by the City, the Contractor shall be responsible for purchasing, delivering, and installing all bus shelters and amenities in accordance with the manufacturer’s specifications and recommendations. Shelters and amenities must match aesthetically including colors, textures, patterns, styles, and materials used in the finished installed products.

2.0 Materials

The Contractor shall submit a shop drawing, a plan and elevation drawing, and an isometric drawing of the proposed bus shelter and amenities to the City for approval prior to fabrication. Details concerning materials, aesthetics, and color shall be submitted at the time of the plan drawings to the Engineer for approval.

Shelter: The shelter shall be as per Spencer Fabrications, Inc., www.spenfab.com or (352) 343-0014, Model TS3G9x7.5, or approved equal.

The bus stop shelter shall be three-sided structural steel frame and an arched standing seam metal roof. The shelter shall be approximately 9 foot long at the base and shall accommodate a bench and one wheel chair to comfortably fit side-by-side within the shelter. The shelter shall be a minimum of 40 inches wide. The back panel and two side panels shall be glazed full height and shall contain access in the side panels big enough to display maps or route schedules which can be easily changed as needed. Shelter panels should be set 6 inches off the concrete pad and measure a minimum of 6 feet in height. The arched roof shall overhang the open side of the shelter by a minimum of 18 inches, shall overhang the sides by a minimum of 10 inches, and measure at least 8 feet in height from the concrete pad. Wall panels shall be transparent acrylic or coated polycarbonate. Neoprene gaskets shall be used to set the glazing. Poured sealants will not be permitted.

The shelter, including the structural frame, glazing, roof, and anchorage shall meet state and local code for all required hurricane and wind loads. The frame shall be designed to be stable with or without wall glazing and roof panels. The shelter, including connections, components and anchorage, shall be tamperproof.

PROJECT TECHNICAL SPECIFICATIONS

Bench: The bench shall be as per Spencer Fabrications, Inc., www.spenfab.com or (352) 343-0014, Model TSB48, or approved equal.

The bench shall be minimum 48-inches wide with seat separators to accommodate two persons and fit comfortably within the bus shelter next to the wheel chair access. The bench shall match the color and style of the shelter itself.

Trash Receptacle: The trash receptacle shall be as per Spencer Fabrications, Inc., www.spenfab.com or (352) 343-0014, Model TSTR34, or approved equal.

The trash receptacle shall be ribbed construction with a cover to prevent rain water collection and shall match the bench in style and color. The trash receptacle and cover shall be so constructed as to allow easy removal of a full trash bag and the replacement of new bag by City personnel.

Bike Rack: The bike rack shall be as per Spencer Fabrications, Inc., www.spenfab.com or (352) 343-0014, Model TSBR33, or approved equal.

The bike rack shall be a single U-shaped rack made of curved steel post anchored to the concrete pad, primed and then painted the same color as the trash receptacle.

3.0 Construction Requirements

Shelters and all amenities shall be guaranteed against any defects in material and/or workmanship for one full year from the time of erection.

The shelter shall be fabricated in the minimum number of parts or sections which can be transported to each site in their preglazed sections.

All wall sections shall have structural horizontal members along the top and bottom edges. Horizontal and vertical members shall be factory attached directly to each other. The fasteners shall be completely hidden when the shelter is installed in the field. The final assembly shall provide a clean, neat, unobtrusive and tamperproof structure free of sharp or irregular edges or corners

Anchor flanges shall be similar metal as shelter with sufficient height of 5 inches to provide up to 3 inches of vertical adjustment for possible unlevel site conditions. All mounting hardware shall be factory supplied.

4.0 Method of Measurement / Basis of Payment

Item 1 through Item 5:

PROJECT TECHNICAL SPECIFICATIONS

The cost to provide new bus shelter and amenities, including bench, trash receptacle, and bike rack for Site 1 through Site 5 shall be included in the lump sum price bid for each respective site and shall include all materials, equipment, labor, and incidentals necessary for satisfactory fabrication, transportation, assembly, installation, hardware, design calculations, shop drawings and material submittals according to manufacturer recommendations and as directed by the Engineer.

Item 6 and Item 7:

The lump sum cost to provide new bus shelter and amenities, including bench, trash receptacle, and bike rack for Site 6 and Site 7 shall include all materials, equipment, labor, and incidentals necessary to satisfactorily transport the bus shelter and amenities from a stored City of Hattiesburg facility to the designated site and assemble, install, and provide all hardware necessary to erect the bus shelter according to manufacturer recommendations and as directed by the Engineer.

Fabrication and delivery of the bus shelter and amenities to the City of Hattiesburg for Item 6 and Item 7 shall be included under Item 8.

Item 8

The cost to fabricate and deliver to the City of Hattiesburg a new bus shelter and amenities, including bench, trash receptacle, and bike rack shall be included in the bid price per each shelter and shall include all costs for fabrication and complete delivery to a storage site designated by the City of Hattiesburg. The unit price per each shelter shall include hardware, design calculations, shop drawings and material submittals, and all labor, equipment and incidentals required for complete delivery.

PROJECT TECHNICAL SPECIFICATIONS

NEW TRAFFIC SIGNS

1.0 Description

New bus stop signs including posts shall be provided at each bus stop location in accordance with MDOT Standard Specification Section 630 – Traffic Signs and Delineators with exception of Method of Measurement and Basis of Payment.

2.0 Materials

Comply with applicable requirements of Section 630.02.

3.0 Construction Requirements

Comply with applicable requirements of Section 630.03.

Install sign 7 feet from the base of the sign to ground elevation where sign is shown on the plan sheets. New signs, posts and mounting requirements shall comply with MDOT Standard Drawings SN-4, SN-4A, SN-4B.

4.0 Method of Measurement / Basis of Payment

The cost to provide new traffic signs at each site shall be included in the lump sum price bid for each site and shall include all materials, equipment, labor, and incidentals necessary to satisfactorily install each sign complete according to the plans, specification and as directed by the Engineer. Removal and disposal of the existing bus stop sign and sign post shall follow requirements for Clearing, Removal, & Disposal.

PROJECT TECHNICAL SPECIFICATIONS

GRASS / SOD RESTORATION

1.0 Description

Grass areas shall be restored in areas disturbed or exposed during construction at each bus stop location by use of sod in accordance with MDOT Standard Specification Section 216 – Solid Sodding.

Payment for sod will be made at the unit price per square foot to include all equipment, labor, materials and incidentals to install and maintain the sod as directed.

2.0 Materials

Comply with applicable requirements of Section 216.02.

3.0 Construction Requirements

Comply with applicable requirements of Section 216.03.

4.0 Method of Measurement / Basis of Payment

The cost to provide grass / sod restoration at each site shall be included in the lump sum price bid for each site and shall include all materials, equipment, labor, and incidentals necessary to satisfactorily complete grass / sod restoration according to the plans, specification and as directed by the Engineer.

PROJECT TECHNICAL SPECIFICATIONS

SHOPPING CART CORRAL

1.0 Description

The Contractor shall furnish and install a new shopping cart corral to be located at Site 6 on the Walmart property where designated by Walmart in the vicinity of the new bus stop.

2.0 Materials

The corral shall match the property owner's (Wal-Mart) requirements for shopping cart corrals. Once identified, the Contractor shall be responsible for purchasing, delivering, and installing the corral in accordance with the manufacturer's specifications.

3.0 Construction Requirements

The shopping cart corral shall be fabricated and installed as per manufacturer's instructions.

4.0 Method of Measurement / Basis of Payment

The cost to provide and install new shopping cart corral shall be included in the lump sum price bid for that respective site and shall include all materials, equipment, labor, and incidentals necessary to satisfactorily install the shopping cart corral according to the plans, specification and as directed by the Engineer.

PROJECT TECHNICAL SPECIFICATIONS

CONCRETE CURB **2' CURB AND GUTTER**

1.0 Description

Place concrete curb in locations shown on the plans in accordance with MDOT Standard Specifications Section 609 – Concrete Gutter, Curb, and Combination Curb and Gutter and MDOT Standard Drawings SD-1 and SD-2 included in the contract bid plans.

2.0 Materials

Comply with applicable requirements of Section 609.02.

3.0 Construction Requirements

Comply with applicable requirements of Section 609.03.

4.0 Method of Measurement / Basis of Payment

The cost to provide concrete curb and concrete curb and gutter at each site shall be included in the lump sum price bid for each site and shall include all materials, equipment, labor, and incidentals necessary to satisfactorily install concrete curb and concrete curb and gutter according to the plans, specification and as directed by the Engineer.

PROJECT TECHNICAL SPECIFICATIONS

FULL DEPTH ASPHALT PATCHING

1.0 Description

Place Full Depth Asphalt Patching in locations shown on the plans in accordance with the following MDOT Standard Specifications:

Section 401 – Hot Mix Asphalt (HMA) – General
Section 403 – Hot Mix Asphalt Pavement
Section 407 – Tack Coat

2.0 Materials

Comply with applicable requirements for each section identified above.

3.0 Construction Requirements

Comply with applicable requirements for each section identified above.

The pavement design shall be:

1.5 inch HMA, ST (9.5mm MIX) (1lift @ 1.5")
4.0 inch HMA, ST (12.5mm MIX) (2 lifts @ 2.0")
5.0 inch HMA, ST (19mm MIX) (2 lifts @ 2.5")

4.0 Method of Measurement / Basis of Payment

The cost to perform full depth asphalt patching shall be included in the lump sum price bid for each site and shall include all materials (including tack coat), equipment, labor, and incidentals necessary to satisfactorily saw cutting the existing pavement, excavate, and construct the full depth pavement patching in accordance with the plans, specifications and as directed by the Engineer.

PROJECT TECHNICAL SPECIFICATIONS

15 INCH DIAMETER REINFORCED CONCRETE PIPE (RCP)

1.0 Description

Place 15 inch diameter Reinforced Concrete Pipe (RCP) in locations shown on the plans in accordance with MDOT Standard Specifications Section 603 – Culverts and Storm Drains.

2.0 Materials

Comply with applicable requirements of Section 603.02.

3.0 Construction Requirements

Comply with applicable requirements of Section 603.03.

4.0 Method of Measurement / Basis of Payment

The cost to provide 15 inch diameter reinforced concrete pipe at each site shall be included in the lump sum price bid for each site and shall include all materials, equipment, labor, and incidentals necessary to satisfactorily install the concrete pipe according to the plans, specification and as directed by the Engineer.

PROJECT TECHNICAL SPECIFICATIONS

PEDESTRIAN HAND RAIL AND CURB STOP

1.0 Description

The Contractor will install a new pedestrian hand rail and provide parking stall curb stop as called for and detailed in the plans.

References:

- ASTM A36 Specification for Structural Steel
- ASTM A53 Specification for Pipe, Steel, Black and Hot-Dipped, Zinc Coated, Welded and Seamless
- ASTM A123 Specification for Zinc (Hot-Dipped Galvanized) Coating's on Iron and Steel Products
- ASTM A153 Specification for Zinc Coated (Hot-Dip) on Iron and Steel Hardware
- ASTM A307 Specification of Carbon Steel Bolts and Studs, 60,000psi Tensile
- ASTM A449 Specification for Quenched and Tempered Steel Bolts and Studs
- ASTM A563 Specification of Carbon and Alloy Steel Nuts

National Association of Architectural Metal Manufacturers (NAAMM) – Pipe Railing Manual, Including Round Tube

ANSI A 117.1 Guidelines for Accessible and Usable Buildings and Facilities

The pedestrian railing system shall comply with all codes and regulations set forth by Federal OSHA law (CFR, Title 29 - Labor; Parts 1900 to 1910), American with Disabilities Act (ANSI A117.1 for the physically disabled) and with local building code.

2.0 Materials

Pipe for railings shall be 2 inch diameter, Schedule 40, hot dipped galvanized steel pipe conforming to ASTM A53 fabricated and erected specifically for pedestrian handrails. Provide Flat Base Flange plates for anchorage to concrete.

Galvanizing: All steel railing, flanges and bolts shall be galvanized in accordance with ASTM A 123

Grout: Hydraulic-cement (nonshrinkable), ASTM C 1107.

Anchors, Fasteners, and Accessories: Provide all required anchors, fasteners, miscellaneous components, and accessories as required for complete and finished railing installations. Bolts,

PROJECT TECHNICAL SPECIFICATIONS

studs, nuts, and washers shall conform to ASTM A307, A449, and A563, as applicable and shall be galvanized in accordance with ASTM A153.

Curb Stops: Curb Stops shall be 6-foot long, prefabricated 5,000 psi, air entrained concrete curb stops for placement in the parking stalls immediately adjacent to the new pedestrian handrail.

3.0 Construction Requirements

Metal handrails and railings shall be prefabricated and preassembled in the factory or shop as far as practical. Metal handrails and railings shall be fabricated by firms or shops experienced and skilled in the custom fabrication of architectural metal handrails and railings, and shall meet the quality requirements of NAAMM Pipe Railing Manual.

Bends in rails shall be precision-formed to a smooth continuous radius by skilled workers. Work quality and finish shall be true to detail. Ends shall be closed with similar materials, welded and ground smooth. Welding shall be performed in shop unless otherwise indicated. Welded joints of handrails and railings shall be ground and dressed smooth to match adjacent surfaces and so that the shape and profile of the item welded is maintained

Contractor shall prepare and submit shop drawings of the hand rail system including type of anchorage to the concrete to the Engineer for approval prior to fabrication. The hand rail will be installed in a concrete footing or anchored to the new sidewalk. The completed handrail assembly shall be welded to the Flat Base Flange plates which in turn are drilled and mechanically anchored to the new sidewalk.

Welding: Connections between railings shall be made by welding only.

Installation of metal handrails and railings shall be in accordance with approved shop drawings, true and horizontal, perpendicular, or at the angle, as the case may be, level and square, with angles and edges parallel with related lines of the sidewalk.

The railing system shall have a minimum height of 34 inches (865 mm) and a maximum height of 38 inches. (965 mm) measured vertically at the nosing.

Curb Stops: Curb stops shall be anchored to the existing pavement as per manufacturer's recommendation.

4.0 Method of Measurement / Basis of Payment

The cost to provide pedestrian handrail and parking lot curb stop at each site shall be included in the lump sum price bid for each site and shall include all labor, materials, tools, equipment and incidentals necessary to satisfactorily complete the work according to the plans, specifications and as directed by the Engineer.

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The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement FTA MA (17), dated October 1, 2010; FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

NOTE: "BIDDER" AND "CONTRACTOR" ARE USED SYNONYMOUSLY

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1. FLY AMERICA REQUIREMENTS

49 U.S.C. § 40118
41 CFR Part 301-10

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241
46 CFR Part 381

Use of United States-Flag Vessels. The Contractor agrees:

- (1) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- (2) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the Contractor in the case of a subcontractor's bill-of lading.)
- (3) to include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

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3. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

4. FEDERAL CHANGES

49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

31 U.S.C. 3801 et seq.

49 CFR Part 31, 18 U.S.C. 1001

49 U.S.C. 5307

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations "Program Fraud Civil Remedies," 49

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CFR Part 31, apply to its actions pertaining to this contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

7. TERMINATION

49 U.S.C. Part 18
FTA Circular 4220.1F

(1) Termination for Convenience (General Provision): The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City for payment. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

(2) Termination for Default [Breach or Cause] (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of

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the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(3) Opportunity to Cure (General Provision): The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor two (2) weeks in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to the City's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(4) Waiver of Remedies for any Breach: In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

8. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

(1) Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the American with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity

(a) Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending

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Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, " 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

9. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

49 CFR Part 26

- (1) The Federal Fiscal Year goal has been set by the City in an attempt to match projected procurements with available qualified disadvantaged businesses. The City goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by the City as set forth by the Department of Transportation Regulations 49 CFR Part 26, and is considered pertinent to any contract resulting from this request for quotation/proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the bid documents, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBEs in the work provided, the City may declare the Contractor noncompliant and in

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breach of contract. If a goal is not stated in the bid documents, it will be understood that no specific goal is assigned to this contract.

- (a) Policy – It is the policy of the Department of Transportation and the City that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of Contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26, apply to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26, have the maximum opportunity to participate in whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of the City to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of City procurement activities is encouraged.

- (b) DBE obligation – The Contractor and its subcontractors agree to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts.
- (c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBEs in the work provided, the City may declare the contractor noncompliant and in breach of contract. Guidance concerning good faith efforts may be found in the bid documents and are also available from the City.
- (d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with City's DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of the City and will be submitted to the City upon request.
- (e) The CITY will provide affirmative assistance, as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:
- Identification of qualified DBEs,

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- Available listing of Minority Assistance Agencies,
- Holding bid conferences to emphasize requirements.

(2) Prime Contractors are encouraged to use the services of DBE banks.

(3) DBE Program Definitions:

(a) Disadvantaged Business Enterprise or DBE means a for-profit small business concern:

- i. That is at least 51% owned by one or individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or such individuals; and
- ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(b) Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (12 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

(c) Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is --

(1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

- i. “Black Americans”, which includes persons having origins in any of the Black racial groups of Africa;
- ii. “Hispanic Americans”, which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- iii. “Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- iv. “Asian-Pacific American”, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of Pacific Islands (Republic of Palua), the Commonwealth of the Northern Marianas Islands,

FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES

- Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- v. "Subcontinent Asian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- vi. Women;
- vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

10. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)
49 CFR Part 661

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

These regulations require, as a matter of responsiveness, that the Bidder or Contractor submit to the purchaser the appropriate Buy America certification (Attachment B or C) with all bids where FTA funds are provided, except those subject to a general waiver or less than \$100,000.

BIDS OR OFFERS THAT ARE SUBMITTED WITHOUT THE COMPLETED BUY AMERICA CERTIFICATION SHALL BE REJECTED AS NONRESPONSIVE. BIDDERS ARE ADVISED THAT SUBMISSION OF BOTH CERTIFICATIONS WITH THE BID IS ALSO CONSIDERED NONRESPONSIVE AND WILL RESULT IN REJECTION OF THE BID; ONLY ONE CERTIFICATION (either Attachment B or Attachment C) SHALL BE SUBMITTED.

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11. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

12. LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The requisite "Lobbying Certification" is included as ATTACHMENT A (attach Standard Form-LLL if necessary) and must be executed for contracts of \$100,000 or more and prior to the award of the contract.

13. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

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- (1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- (2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- (3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. (If applicable)
- (4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection. (If applicable)
- (5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator,

FEDERAL TRANSIT ADMINISTRATION (FTA)

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the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(7) FTA does not require the inclusion of these requirements in subcontracts.

14. CLEAN AIR REQUIREMENTS

42 U.S.C. 7401 et seq

40 CFR 15.61

49 CFR Part 18

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

16. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29

Executive Order 12549

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

FEDERAL TRANSIT ADMINISTRATION (FTA)

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The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractors and subcontractors are also subject to a continuing duty of disclosure. Contractors and subcontractors must provide immediate written notice to the City if they learn that a person involved in a covered transaction has been excluded. The City must then provide written notice to the Federal Transit Administration.

The requisite Debarment and Suspension Certification is included as ATTACHMENT D (attach additional statement if necessary) and must be executed for contracts of \$25,000 or more and prior to the award of the contract.

17. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18 FTA Circular 4220.1F

Contractor shall submit all disputes arising out of this Purchase Order to the City's Purchasing Manager. Buyer shall submit all disputes to Seller's designated representative. If the parties are unable to resolve the dispute, then they may pursue any remedy they have at law or in equity, except as limited herein.

18. RIGHT OF PROTEST

49 CFR Part 18 FTA Circular 4220.1F

If a Contractor has a grievance with a solicitation or award, they may protest to the Purchasing Manager within 14 days of award. The written protest shall include the name of the protestor, solicitation/contract number or description, and a statement of the grounds for protest. Protests should be filed with the City Purchasing Manager. The Purchasing Manager will investigate the complaint and decide whether the

FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES

complaint is justified and if so, what corrective action should be taken. All decisions by the Purchasing Manager are final.

The Federal Transit Administration will only entertain a protest that alleges the City failed to follow the stated protest procedures. Such protests to FTA must be filed in accordance with FTA Circular 4220.1F.

19. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

49 CFR Part 18 FTA Circular 4220.1F

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

20. COMPLIANCE WITH FEDERALLY REQUIRED CLAUSES AND REQUIREMENTS

The Contractor is responsible for ensuring its compliance with all applicable Federal Transit Administration (FTA) requirements. Additionally, Contractor is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the terms, conditions and specifications of the contract, including all applicable FTA requirements.

Upon request of the City or FTA, Contractor shall provide evidence of the steps it has taken to ensure its compliance with the FTA requirements, as well as evidence of the steps it has taken to ensure subcontractor performance, and/or submit evidence of subcontractor's compliance, at all tiers.

21. AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

FEDERAL TRANSIT ADMINISTRATION (FTA)

CONTRACT CLAUSES

22. PROMPT PAYMENT AND RETURN OF RETAINAGE

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 calendar days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments (if any) to each subcontractor within 30 calendar days after the subcontractor(s)' work is satisfactory completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors. The prime contractor and its subcontractors shall further comply with the State of Mississippi regarding prompt payment, to the extent applicable.

It is the responsibility of the subcontractors to notify the City DBE Liaison Officer of prime contractor noncompliance with the above prompt payment provisions. Upon receipt of such notification, the City will investigate and take appropriate action.

FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES

ATTACHMENT A

CERTIFICATION REGARDING LOBBYING *(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned _____ certifies, to the best of his or her knowledge and belief, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.* apply to this certification and disclosure, if any.

Date

Signature of Contractor's Authorized Official

Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this ____ day of _____, 20__, in the State of _____;
and the County of _____.

Notary Public _____

My Appointment Expires _____

FEDERAL TRANSIT ADMINISTRATION (FTA)
CONTRACT CLAUSES

ATTACHMENT B

**CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA REQUIREMENTS**

(To be submitted with all bids exceeding \$100,000. A bid that does not include this certification or the certification under Attachment C will not be eligible for award.)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public _____

My Appointment Expires _____

FEDERAL TRANSIT ADMINISTRATION (FTA)
CONTRACT CLAUSES

ATTACHMENT C

**CERTIFICATE OF NON-COMPLIANCE
WITH BUY AMERICA REQUIREMENTS**

(To be submitted with all bids exceeding \$100,000. A bid that does not include this certification or the certification under Attachment B will not be eligible for award.)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulation in 49 CFR Part 661.7.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public _____

My Appointment Expires _____

FEDERAL TRANSIT ADMINISTRATION (FTA)
CONTRACT CLAUSES

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(To be submitted with all bids exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), _____, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public _____

My Appointment Expires _____

**AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
(ARRA)
CONTRACT COMPLIANCE REQUIREMENTS**

Compliance with American Recovery and Reinvestment Act of 2009:

This Contract is subject to the criteria and conditions of the American Recovery and Reinvestment Act (ARRA) of 2009. The Contractor shall satisfy the federal reporting requirements for the contract for both the Contractor and all subcontractors. The Contractor shall provide the required information on appropriate form(s) in the timeframe(s) indicated. The Contractor shall include these reporting requirements in all subcontracts.

DUNS NUMBER

Federal reporting on projects funded by the American Recovery and Reinvestment Act of 2009 (ARRA), also known as the Economic Stimulus Package, require Contractors to report their DUNS number. Visit www.dnb.com and click on “D & B D-U-N-S Number” to obtain a number. It takes a minimum of 30 business days for a new D&B DUNS Number to be processed at no charge. Contractors only need this number if they are awarded the contract and it will not be needed to bid. Once the Contract is awarded, the number will be required on all forms and on the website.

FEDERAL CONTRACTOR SAM REGISTRATION

The Contractor is required to register with the System for Award Management (SAM). The System for Award Management (SAM) combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system, including the Central Contractor Registry (CCR). Registration can be completed at the following web address: www.sam.gov

MAINTENANCE OF RECORDS

The Contractor shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the Contractor for a minimum of five (5) years from the date of termination of this Contract. The City of Hattiesburg, the FTA, and their authorized agents shall have the right to audit, inspect and copy records and documentation as often as necessary during the period of this Contract and during the period of five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours. The City of Hattiesburg, the FTA, and their authorized agents, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Contractor as concerns the aforesaid records and documentation.

FEDERAL REQUIREMENTS

In the event this Contract is paid in whole or in part from any Federal Governmental agency or source, the specific terms, regulations and requirements governing the disbursement of these funds are incorporated by reference and made a part of this Contract as if attached hereto and become a part of this

**AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
(ARRA)
CONTRACT COMPLIANCE REQUIREMENTS**

clause.

Audits

Contractors of Federal and State funds are to have audits done annually using the following criteria:

- Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency. State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the awarding State Agency.
- In the event that a Contractor expends \$500,000 or more in federal awards in its fiscal year, the Contractor must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (**OMB Circular A-133**).
- If a contractor expends less than \$500,000 in federal awards during its fiscal year, an audit conducted in accordance with the **OMB Circular A-133** is not required. If a Contractor expends less than \$500,000 in federal awards during its fiscal year and elects to have an audit conducted in accordance with **OMB Circular A-133**, the cost of the audit must be paid from non-federal funds.
- Reporting Packages and management letters generated from audits conducted in accordance with **OMB Circular A-133** shall be submitted to the City of Hattiesburg by the CONTRACTOR within 21 days of receiving it. The aforementioned items are to be received by the appropriate FTA office no later than 9 months after the end of the Contractor's fiscal year.

Authority of the Comptroller General:

Section 902 of the ARRA of 2009 provides the U.S. Comptroller General and his representatives the authority:

1. to examine any records of the Contractor or any of its subcontractors, or any State or Local governmental agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
2. to interview any officer or employee of the Contractor or any of its subcontractors, or of any State or local government agency administering the Contractor, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this Contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this Section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Authority of the Inspector General:

AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
(ARRA)
CONTRACT COMPLIANCE REQUIREMENTS

Section 1515(a) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this Contract. The Contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this Contract. Section 1515(b) further provides that nothing in this Section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Buy America and Foreign Contractor and Supplier Restriction

See FTA Clause 10 under FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES of this contract.

Equal Employment Opportunity

Equal Employment Opportunity Policy: Accept as the operating policy, the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their age, race, color, religion, national origin, sex, or disability and to promote the full realization of equal employment opportunity through a positive continuing program:

“It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.”

Equal Employment Opportunity Officer: Designate and make known to the City of Hattiesburg an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who must be capable of effectively administering and promoting an active Contractor program employment opportunity and who must be assigned adequate authority and responsibility to do so.

Dissemination of Policy: All members of the Contractor’s staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor’s equal employment opportunity policy and contractual responsibilities.

Recruitment: When advertising for employees, include in all advertisements for employees the notation “An Equal Opportunity Employer”.

Personnel Actions: Establish and administer wages, working conditions, employee benefits, and

AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
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personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff and termination without regard to age, race, color, religion, national origin, sex, or disability.

The following procedures shall be performed:

1. Conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
2. Periodically evaluate the spread of wages paid with each classification to determine any evidence of discriminatory wage practices.
3. Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action must include all affected persons.
4. Investigate all complaints of alleged discrimination made in connection with obligations under this Contract, attempt to resolve such complaints, and take appropriate corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action must include such other persons. Upon completion of each investigation inform every complainant of all of the avenues of appeal.

Subcontracting: Use the best efforts to ensure subcontractor compliance with their equal employment opportunity policy.

Records and Reports: keep such records as necessary to determine compliance with the equal employment opportunity obligations. The records kept will be designed to indicate the following:

1. The number of minority and non-minority group members employed in each work classification on the project.
2. The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to Contractors who rely in whole or in part on unions as a source of their work force).
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority group employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.
4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority group representation among their

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employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

All such records must be retained for a period of three (3) years following completion of the contract work and be available at reasonable times and places for inspection by authorized representatives of the City of Hattiesburg and the FTA.

Upon request, submit to the City of Hattiesburg a report of the number of minority and non-minority group employees currently engaged in each work classification required by this Contract work.

Prevailing Minimum Wage

Payment of predetermined minimum wages applies for this contract. The U.S. Department of Labor Wage Rates applicable to this Contract can be found on the U.S Department of Labor website Wage Determination OnLine.gov or <http://www.wdol.gov/>. Wage Rate Decision Number (WDs) for this contract can be accessed under the Davis-Bacon Act (DBA) portal and providing the appropriate selection criteria for the contract.

Davis-Bacon Act

(l)(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached to the Contract and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

(b) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DBA on behalf of laborers or mechanics are considered wages paid to such laborers and mechanics, subject to the provisions of paragraph B(4) below; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(c) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the paragraph entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each

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classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(d) The wage determination (including any additional classifications and wage rates conformed under paragraph b(2) of this Clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)(a) The Contractor shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contractor shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
- (ii) The classification is utilized in the area by the construction industry.
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contractor shall notify the City of Hattiesburg. The City of Hattiesburg shall notify the Contracting Officer of this agreement. If the Contracting Officer agrees with the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(c) In the event the Contractor, and the laborers or mechanics to be employed in the classification, or their representatives, do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contractor shall notify the City of Hattiesburg.

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The City of Hattiesburg shall notify the Contracting Officer of the disagreement. The Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the FTA Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs B(2)(b) or B(2)(c) of this Clause shall be paid to all workers performing work in the classification under the Contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor that the applicable standards of the Davis Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

Rates of Wages

1. The minimum wages to be paid laborers and mechanics under the Contract involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are included as an attachment to the Contract.
2. If the Contract has been issued without a wage determination, the City of Hattiesburg shall notify the Contracting Officer immediately of the site of the work under the Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

Payrolls and Basic Records

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such

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worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (4) of the provision entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)(a) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the City of Hattiesburg. The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the City of Hattiesburg. The City of Hattiesburg shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph D (1) of this Clause, except that the full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

(b) The City of Hattiesburg is responsible for the ensuring all Contractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this Clause. The Contractor is responsible for ensuring all subcontractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this clause. Contractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request for transmission to the City of Hattiesburg, for purposes of an investigation or audit of compliance with prevailing wage requirements.

(c) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify –

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph D(2)(a) of this Clause, the appropriate information is being maintained under paragraph D(1) of this Clause, and that such information is correct and complete;

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(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(d) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph D(2)(c) of this Clause.

(e) The falsification of any of the certifications in Paragraph D, Payrolls and Basic Records, of this Clause may subject the Contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor shall make the records required under paragraph D (1) of this Clause available for inspection, copying, or transcription by the City of Hattiesburg, authorized representatives of the Contracting Officer, or the Department of Labor. The Contractor shall permit the City of Hattiesburg, authorized representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor fails to submit the required records or to make them available, the FTA Contracting Officer may, after written notice to the Contractor take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

Withholding of Funds

The City of Hattiesburg shall, upon his or her or its own action or upon written request of the Contracting Officer, or an authorized representative of the Department of Labor, withhold or cause to be withheld from any Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the City of Hattiesburg may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased or the Government may cause the

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suspension of any further payment under any other contract or Federal award with the same Contractor, on any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Contractor.

Apprentices and Trainees

(l) Apprentices.

(a) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed-

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(b) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(c) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph F(l) of this Clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(d) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(e) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the

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Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(f) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees.

(a) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by OATELS. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(b) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship/training program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(c) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this Clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

Compliance with Copeland Act Requirements

The Contractor shall comply with the requirements of 29 CFR Part 3.

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Certification of Eligibility

1. By entering into this Contract (as applicable), the Contractor, respectively certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm, is a person, entity, or firm ineligible to be awarded Government contracts or Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(I).
2. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract or Government award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(I).
3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.c. 1001.

Contract Work Hours and Safety Standards Act

This Clause entitled "Contract Work Hours and Safety Standards Act (CWHSSA)" shall apply to any Contract in an amount in excess of \$100,000. As used in this CWHSSA Clause, the terms laborers and mechanics include watchmen and guards.

A. Overtime requirements. No Contractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph B herein, the Contractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor shall be liable to the United States (in the case of work done under a Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provision set forth in CWHSSA paragraph A, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The Contracting Officer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or

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cause to be withheld, from any moneys payable on account of work performed by the Contractor under any Contract on this or any other Federal Award or Federal contract with the same Contractor on any other federally-assisted award or contract subject to the CWHSSA, which is held by the same Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor for unpaid wages and liquidated damages as provided in the clause set forth in CWHSSA, paragraph B of this Clause.

D. The Contractor shall maintain payrolls and basic payrolls in accordance with Clause 25, Davis-Bacon Act Requirements, for all laborers and mechanics, including guards and watchmen working on the Contracts. These records are subject to the requirements set forth in Clause 25 Davis Bacon Requirements.

Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer (Contractor) receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- Gross management of an agency contract or grant relating to covered funds;
- A gross waste of covered funds;
- A substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- An abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.

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- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Non-enforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration:

Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any pre-dispute arbitration agreement. No pre-dispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. Law 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices).

False Claims Act:

The contractor shall promptly refer to the FTA or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving ARRA funds.

SITE VISITS:

FTA's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Contractors are required to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

The CONTRACTOR must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

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PARTIAL PAYMENTS - WITHHOLDING PAYMENT.

The City of Hattiesburg will withhold progress payments from the Contractor for failure to comply with the requirements of the Compliance with American Recovery and Reinvestment Act of 2009 (ARRA).

ACCEPTANCE AND FINAL PAYMENT

Acceptance and final payment documents are expanded to include that the Contractor has met the requirements of the compliance with American Recovery and Reinvestment Act of 2009 (ARRA).

HUB CITY TRANSIT BUS SHELTER
ACCESSIBILITY PROJECT

INDEX OF SHEETS

C0.0 TITLE SHEET

C0.1 GENERAL NOTES AND DETAILS

C0.2-C0.7 DETAILS

C1.0 SITE 1 MCLEOD STREET AT FIRE STATION

C2.0 SITE 2 HARDY STREET AT PUBLIC LIBRARY, OB

C3.0 SITE 3 HARDY STREET AT KAMPER PARK, IB

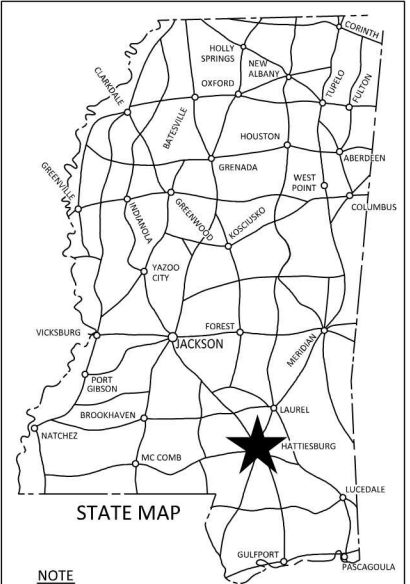
C4.0 SITE 4 S 28TH AVENUE AT FORRET GENERAL

C5.0 SITE 5 COUNTRY CLUB ROAD AT PINEVIEW APT.

C6.0 SITE 6 WAL-MART OFF US HWY 98

C7.0 SITE 7 N 31ST AVENUE AT HARDY STREET

STATE	PROJECT NO.	SHEET NO.
MISS.		1



NOTE
★ INDICATES APPROXIMATE
LOCATION OF PROJECT.

LAT. LONG.
(APPROX. MIDDLE OF PROJECT)

SITE 7 UNIVERSITY OF SOUTHERN MISSISSIPPI

SITE 3 KAMPER PARK

SITE 2 PUBLIC LIBRARY

SITE 1 FIRE STATION

SITE 6 WALMART

CONVENTIONAL SYMBOLS

COUNTY LINE
TOWN CORPORATION LINE
SECTION LINE
EXISTING ROAD OR TRAVELED WAY
PROPOSED ROAD OR TRAVELED WAY
RAILROAD
SURVEY LINE
BRIDGES

SITE 4 FORREST GENERAL

SITE 5 PINEVIEW APTS.

**CDM
Smith**

421 Wando Park Blvd.
Suite 210
Mt. Pleasant, SC 29464
Phone: (843) 972-4542
Fax: (843) 388-0420

APPROVED:

CHIEF ENGINEER

DATE

EXECUTIVE DIRECTOR

DATE

APPROVED:

DIVISION ADMINISTRATOR

DATE

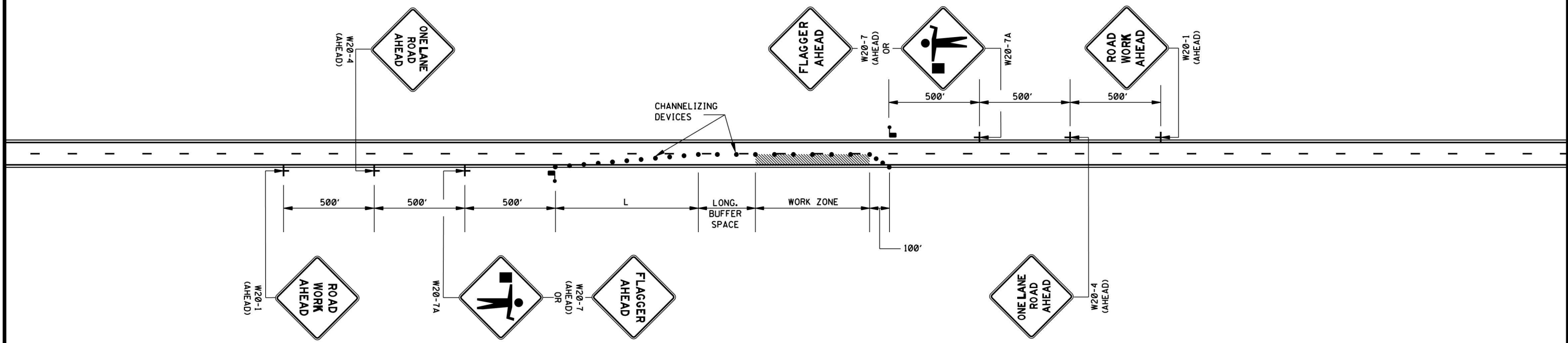
FEDERAL HIGHWAY ADMINISTRATION

1. BUS SHELTER FACILITIES INCLUDE ALL SHELTER PARTS, AND AMENITIES INCLUDING TRASH RECEPTACLE AND BIKE RACK. CONTRACTOR TO INSTALL PER MANUFACTURER'S INSTRUCTIONS. CONTRACTOR TO PROVIDE APPROPRIATE ANCHORING PER MANUFACTURERS RECOMMENDATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK. ANY DAMAGE TO EXISTING UTILITIES WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
3. SAW CUT ALL PAVEMENT AND CONCRETE CURB AND GUTTER AT REMOVAL LIMITS PRIOR TO REMOVAL. ALL PAVEMENT REMOVED WILL BE DISPOSED OF IN A LEGAL MANNER BY THE CONTRACTOR.
4. CONTROL SEDIMENT ON SITES AND PREVENT FROM WASHING ONTO ADJACENT ROADWAY AND/OR PROPERTY. PROVIDE INLET PROTECTION AT INLETS THROUGHOUT CONSTRUCTION AND SILT FENCING TO PREVENT SEDIMENT FROM LEAVING THE SITES OR ENTERING ADJACENT STORM DRAINAGE SYSTEMS. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PER THE LATEST EDITION OF THE MDOT STANDARDS.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR MATERIALS LEFT ON SITE. IT IS RECOMMENDED THAT THE CONTRACTOR NOT LEAVE MATERIAL ON SITE WHEN NOT PRESENT.
6. PROTECT ALL DISTURBED AREAS AND DO NOT LEAVE ANY OPEN TRENCHES WHEN NOT PRESENT. PROVIDE PROPER AND VISIBLE PROTECTION FENCING, MARKERS AND SIGNAGE AT ALL TIMES. DO NOT LEAVE ANY OPEN TRENCHES OVER NIGHT OR TRIPPING HAZARDS.
7. COORDINATE WITH PROPERTY OWNERS FOR STAGING AREAS AND OWNER ACCESS TO THE SITE DURING CONSTRUCTION, INCLUDING TENANT PARKING, DELIVERIES AND GARBAGE PICKUP. THE CITY HAS PROCURED OR IS IN THE PROCESS OF PROCURING EASEMENTS AT EACH INDIVIDUAL BUS SHELTER SITE. THE CONTRACTOR WILL COORDINATE ENTRANCE INTO ADJACENT PROPERTY WITH THE CITY AND UNDERSTANDS THAT SOME OF THE EASEMENTS MAY NOT BE PROCURED AT THE TIME OF CONSTRUCTION.
8. CONTROL POINTS PROVIDED ON PLAN ARE FOR USE IN STAKING OUT PROPOSED WORK. CONTRACTOR IS RESPONSIBLE FOR PROTECTING AND RESETTING IF DAMAGED BY CONSTRUCTION ACTIVITIES.
9. CONTRACTOR RESPONSIBLE FOR PROTECTING EXISTING SITE FEATURES TO REMAIN AND RESTORING ANY DAMAGE TO PRECONSTRUCTION CONDITIONS.
10. IF LANE CLOSURE IS REQUIRED TO PERFORM ANY WORK ITEMS, USE MDOT STD. TCP-1 FOR ADVANCED WARNING SIGNS AND APPLICABLE LANE CLOSURE.
11. CONCRETE SIDEWALKS AND BUS SHELTER PADS SHALL BE CLASS "B" CONCRETE IN ACCORDANCE WITH MDOT STANDARDS. SIDEWALKS SHALL HAVE CONTRACTION JOINTS AT 5'-0" ON CENTER AND EXPANSION JOINTS AT 50' ON CENTER. THE 6" CONCRETE BUS SHELTER PADS SHALL CONSIST OF COMPACTED SUBGRADE, 6" OF STONE BASE AND 6" OF CONCRETE REINFORCED WITH 6X6XW2.9XW2.9 WOVEN WIRE FABRIC SHEETS AS SHOWN IN THE DETAIL ON THIS SHEET. MAXIMUM SLOPE PERPENDICULAR TO THE SIDEWALK WILL BE TWO PERCENT (2%) AND SHALL CONSIST OF A BROOM FINISH. SLOPES PARALLEL TO SIDEWALK SHALL FOLLOW THE GRADE OF THE ROADWAY UNLESS OTHERWISE SHOWN ON THE PLANS. CURB CUT RAMPS WILL MEET THE REQUIREMENTS OF C0.7. SEE SHEET C0.5 TO C0.7 FOR DETAILS.
12. ALL NEW PAVEMENT SURFACES SHALL BE FLUSH WITH EXISTING PAVEMENT TO PREVENT TRIPPING HAZARD. PROVIDE 1/2" EXPANSION JOINT AT ALL EXISTING PAVEMENT OR STRUCTURES.
13. PROVIDE JOINT SEALER AT ALL JOINTS BETWEEN NEW CONCRETE PAD AND EXISTING PAVEMENT. JOINT SEALER SHALL BE GREY IN COLOR AND IN ACCORDANCE WITH SECTION 707 OF THE MDOT STANDARDS.
14. BACKFILL ADJACENT TO ALL NEW PAVEMENT ONCE FORM WORK IS REMOVED AND COMPACT. USE MINIMUM 6" CLEAN TOP SOIL AND BRING FLUSH WITH PAVEMENT.
15. ALL TREE OR SHRUB PRUNING SHALL BE COMPLETED BY A LICENSED LANDSCAPE OR TREE PROFESSIONAL.
16. GRADE ALL DISTURBED AREAS SMOOTH, REMOVE ALL ROOTS, ROCKS OR ANY OTHER DEBRIS, AND SOD. SOD TO EXTEND 5' BEYOND ALL NEW PAVEMENT AREAS. ALL OTHER DISTURBED AREAS WILL BE SEEDED AND MULCHED. MATCH SOD AND SEEDING TYPE TO EXISTING SURROUNDING GRASS, I.E. FESCUE, BERMUDA, ETC. FERTILIZE AND WATER AS NECESSARY UNTIL APPROVED AND ACCEPTED BY THE CITY. SEEDING/MULCHING WILL BE CONSIDERED INCIDENTAL TO THE SOD WORK.
17. ALL EXISTING BUS STOPS WILL REMAIN OPERATIONAL DURING CONSTRUCTION. COORDINATE REMOVAL OF EXISTING MATERIAL WITH NEW SHELTER COMPLETION. PROVIDE TEMPORARY PROTECTED AREA ADJACENT TO SITE FOR RIDERS UNTIL NEW SHELTER HAS BEEN ACCEPTED BY THE CITY FOR OPERATION. REPAIR ANY DAMAGED AREAS USED FOR THE TEMPORARY BUS STOP.
18. ROW INFORMATION SHOWN ON PLANS IS BASED ON DEED RESEARCH AND NOT ACTUAL FIELD SURVEY.
19. CONTRACTOR TO CONTACT CREATIVE OUTDOOR ADVERTISING AT 1-800-661-6088 TO COORDINATE REMOVAL AND PICKUP OF EXISTING BENCHES AND PADS.



CONCRETE SIDEWALK	MDOT STD. 287/288
CURB CUT RAMP	289
CONCRETE CURB & GUTTER	287/288
TEMPORARY SILT FENCE	142
TRAFFIC CONTROL PLANS	250/251

[illegible]



- LEGEND
- FLAGGER
 - CHANNELIZING DEVICES

GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE:

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		MINIMUM LONGITUDINAL BUFFER SPACE (ft)	TAPER † RATES
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
≤40	40	80	170	27:1
45	45	90	220	45:1
50	50	100	280	50:1
55	55	110	335	55:1
60	60	120	415	60:1
65	65	130	485	65:1
70	70	140	575	70:1

† NOTE: TAPER RATES ARE DETERMINED USING THE FOLLOWING EQUATIONS:
L = WS FOR SPEEDS OF 45 mph OR GREATER
L = WS²/60 FOR SPEEDS OF 40 mph OR LESS
WHERE: L = MINIMUM LENGTH OF TAPER IN FEET
W = WIDTH OF OFFSET (USUALLY LANE WIDTH) IN FEET
S = DESIGN SPEED OR 85TH PERCENTILE SPEED IN MILES PER HOUR

2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 24" IN HEIGHT.
3. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
4. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 48" x 48".
5. WHEN THERE IS NO EXISTING HAZARD OR AT THE END OF THE WORK DAY, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
6. WHERE THE WORK ZONE IS STATIONARY, THE W20-7 (500 FT.) SIGN OR THE W20-7A SIGN TOGETHER WITH THE W20-7 (500 FT.) SUPPLEMENTAL PLATE SHOULD BE USED TO INDICATE THE DISTANCE TO THE FLAGGER.

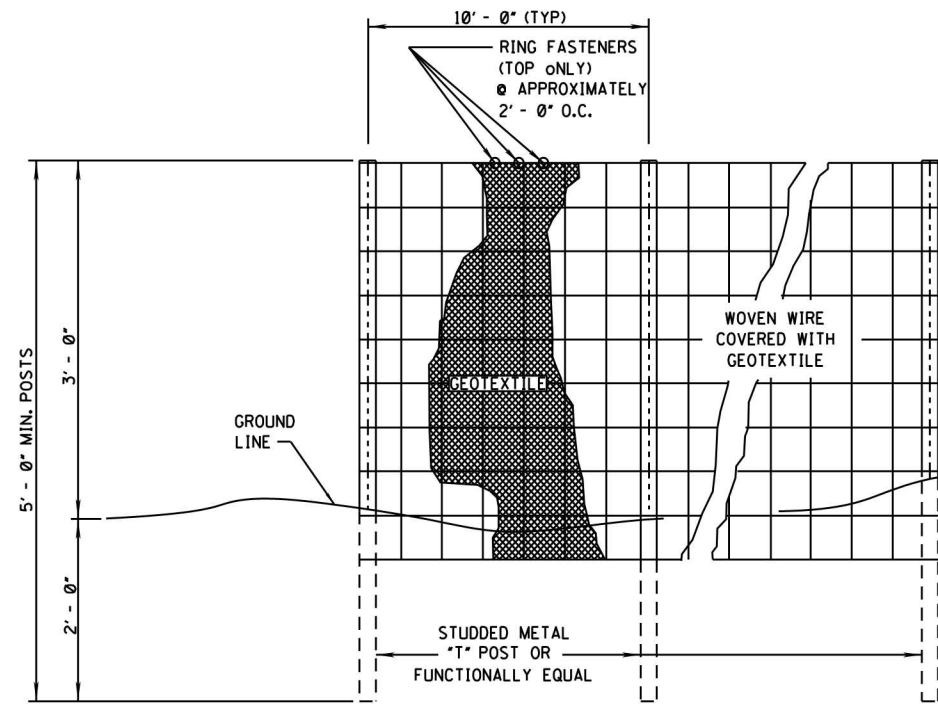
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

TRAFFIC CONTROL PLAN
WITH FLAGGER
(ONE-LANE CLOSURE OF
TWO-WAY TRAFFIC)

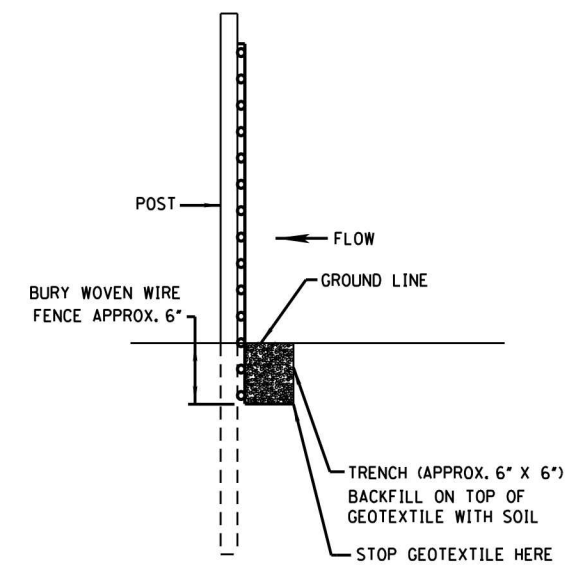
WORKING NUMBER
TCP-1

ISSUE DATE: OCTOBER 1, 1998

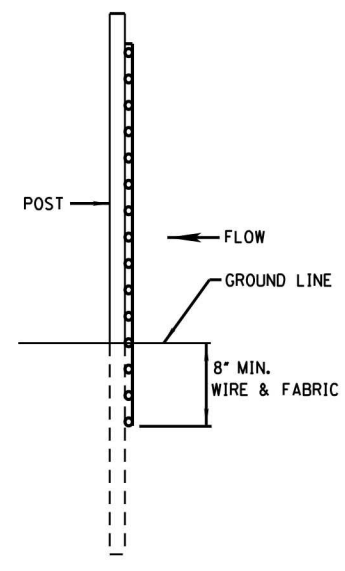
SHEET NUMBER
C0.2



ELEVATION VIEW



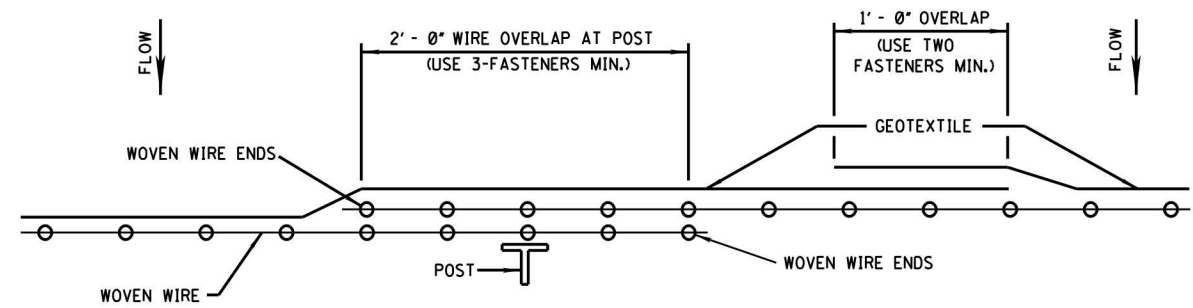
METHOD I



METHOD II
MECHANICAL INSTALLATION

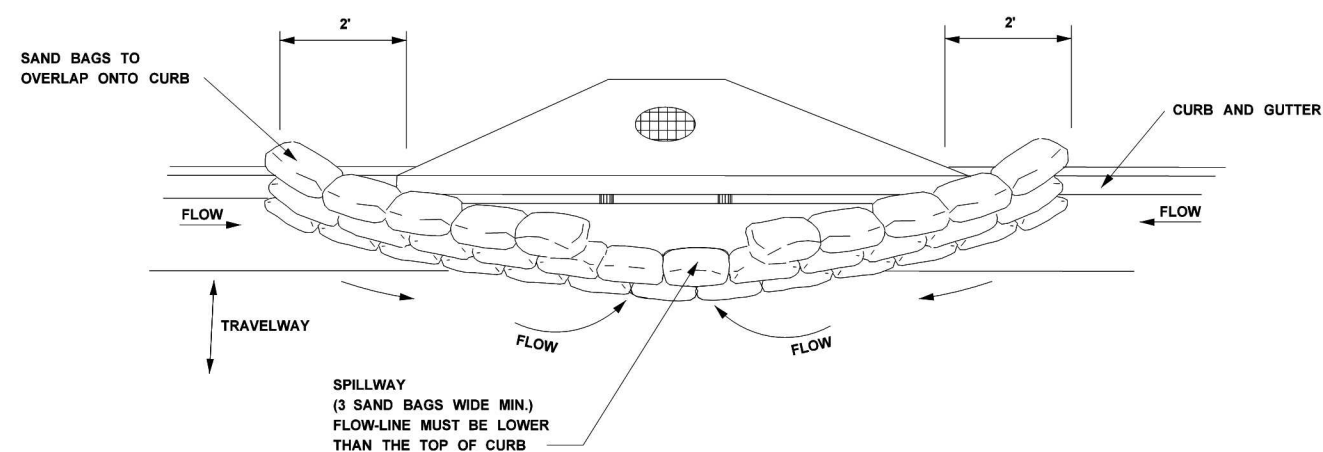
SIDE VIEW

- NOTES:
1. SILT FENCES SHALL BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
 2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
 3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR A BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
 4. WHEREVER POSSIBLE SILT FENCE SHALL 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 THE DETAIL.
 7. WIRE SHALL BE 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.

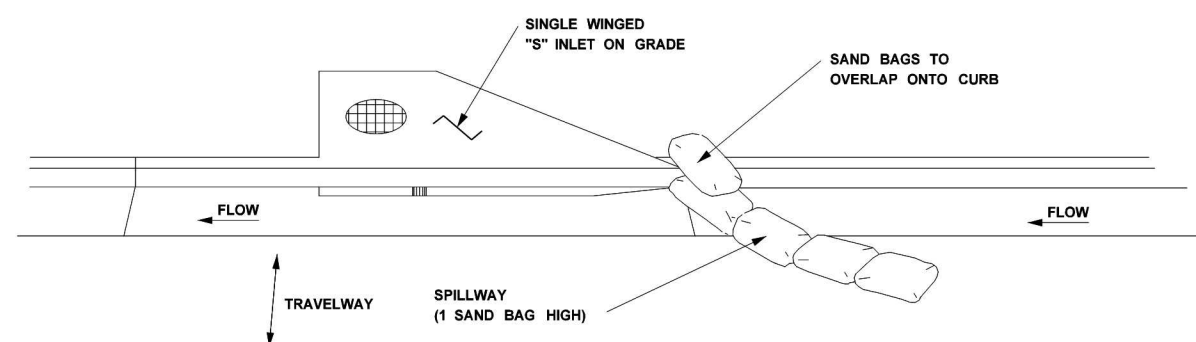


PLAN VIEW
REQUIRED LAPPING

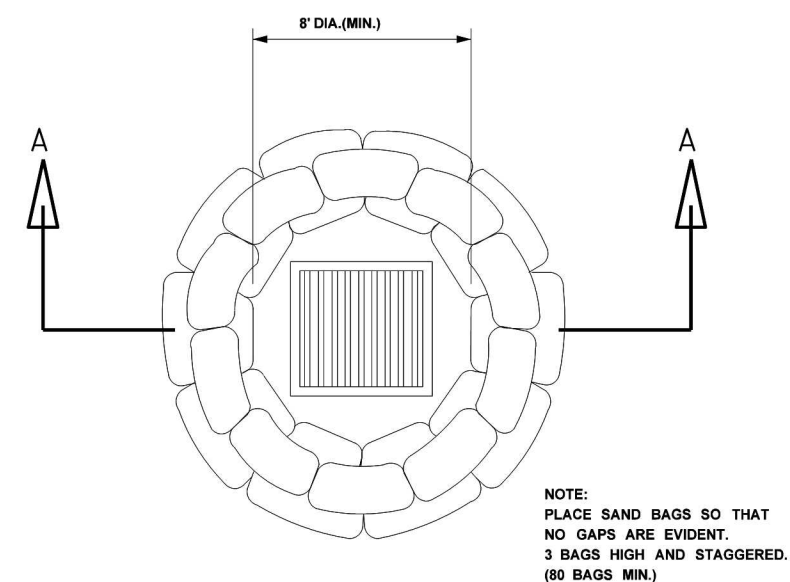
MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
DETAILS OF SILT FENCE INSTALLATION			
WORKING NUMBER	ECD-3		
FILENAME:	EROSION CONTROL\ECD-3.DGN		
DATE	DESIGN TEAM	CHECKED	DATE
REVISION	BY		
DATE	SHEET NUMBER		
C0.3			



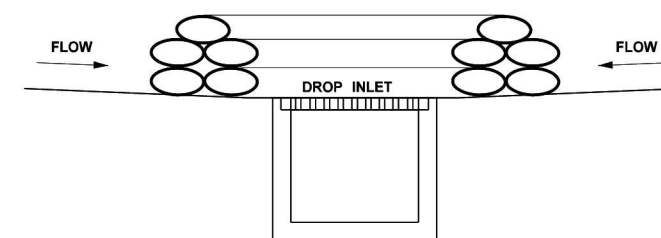
TYPICAL (SAND BAG) PROTECTION FOR INLET IN SAG



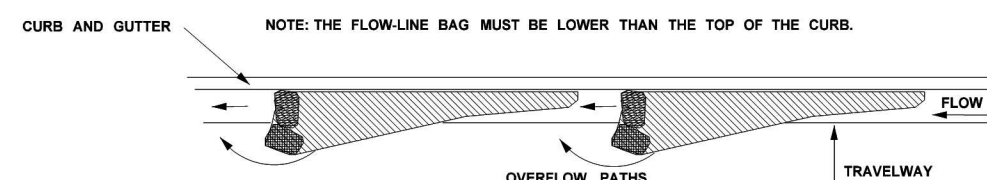
TYPICAL (SAND BAG) PROTECTION FOR INLET ON GRADE



DROP INLET
PLAN VIEW



SECTION A-A
SAND BAG BARRIER

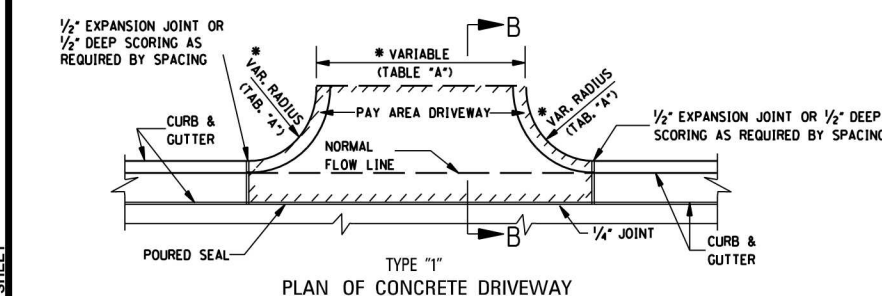
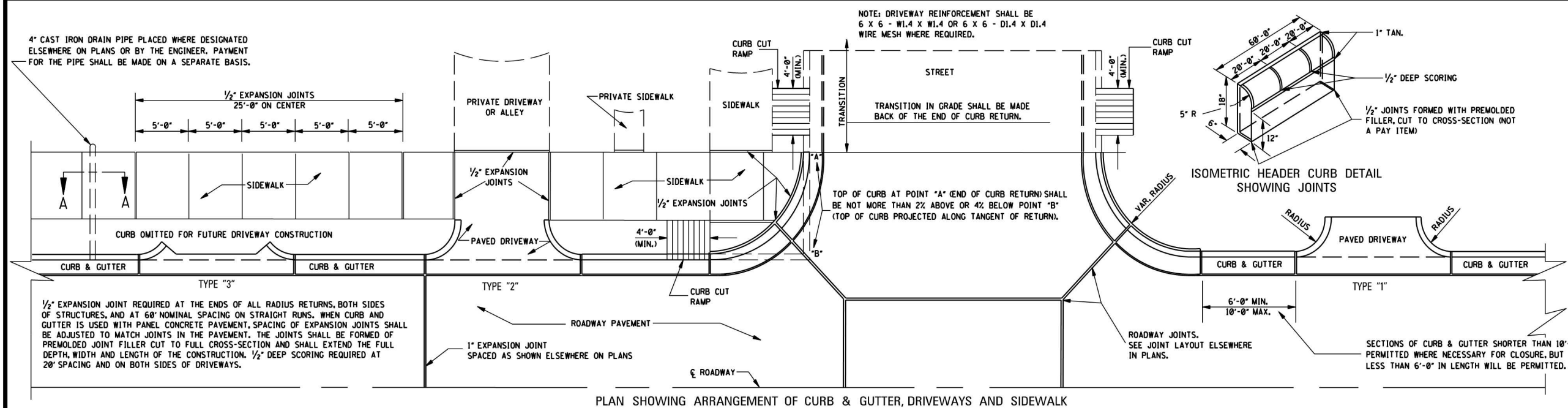


CURB AND GUTTER SEDIMENT CONTAINMENT SYSTEM

CURB INLET PROTECTION NOTES:

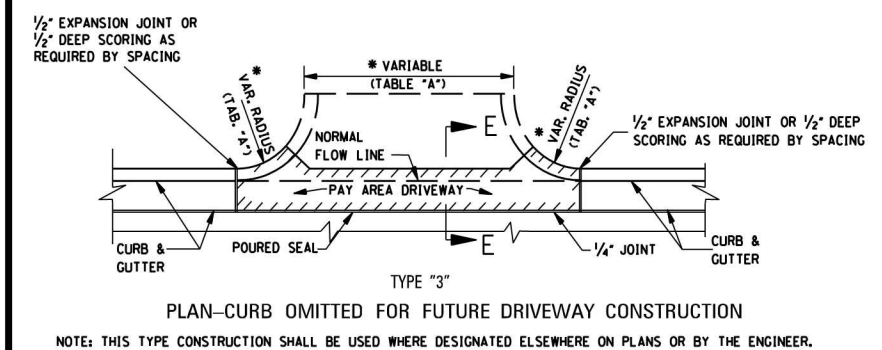
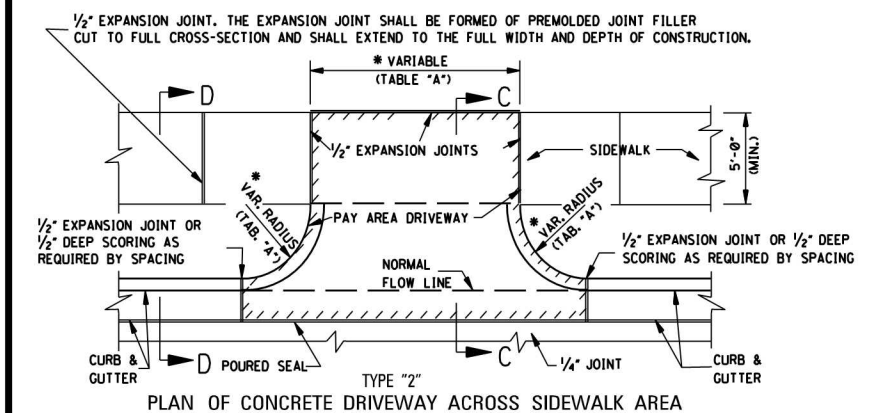
1. THIS CURB INLET PROTECTION METHOD CAN BE USED DURING ANY STAGE OF BASE AND PAVEMENT CONSTRUCTION.
2. BAG HEIGHT AND NUMBER OF BAGS SHOULD BE BASED ON CURB HEIGHT AND USE OF TRAVELWAY.
3. SEDIMENT SHOULD BE CONTROLLED PRIOR TO ENTERING GUTTER. GUTTER CHECKS AND INLET PROTECTION ARE FOR SECONDARY CONTROL.
4. REMOVE ACCUMULATED SEDIMENT AFTER EVERY RAINFALL. SWEEP SEDIMENT FROM HARD SURFACES AND DISPOSE OF APPROPRIATELY AWAY FROM INLETS AND/OR WATER BODIES.
5. IF DENUDED AREAS EXIST BEHIND THE INLET, A SEDIMENT BARRIER SHOULD BE INSTALLED AROUND ITS PERIMETER TO CONTROL SEDIMENT.

[illegible]

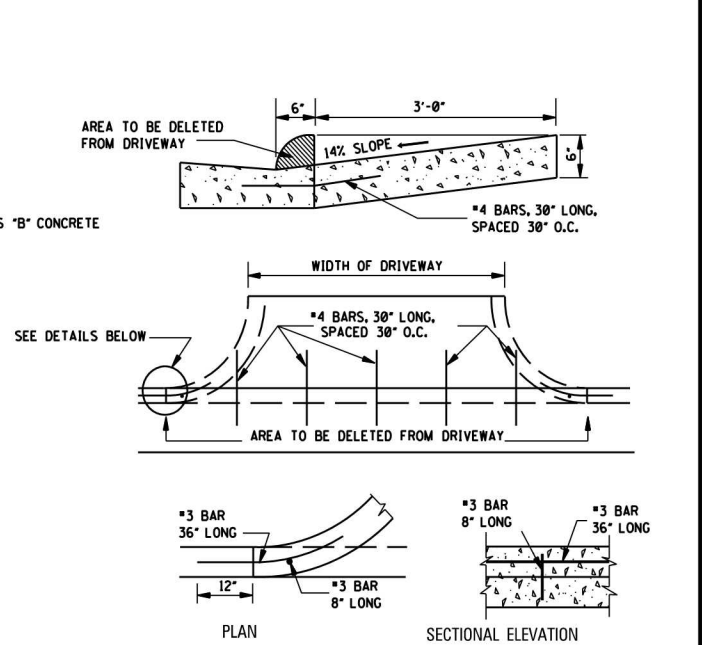
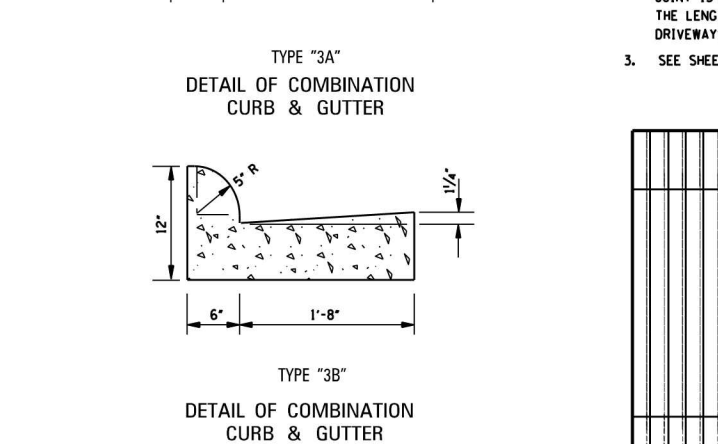
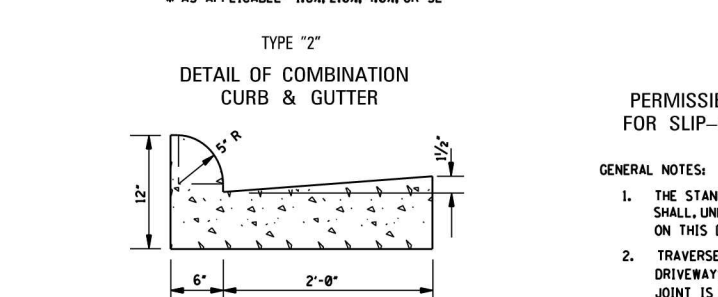
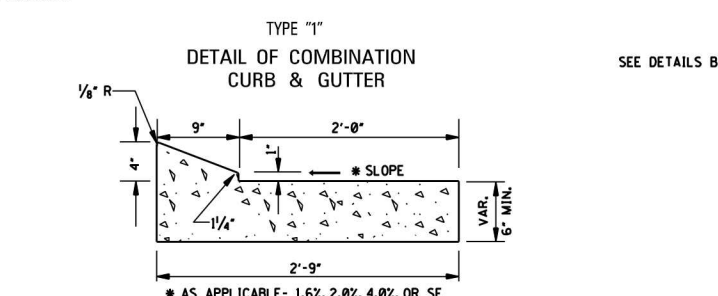
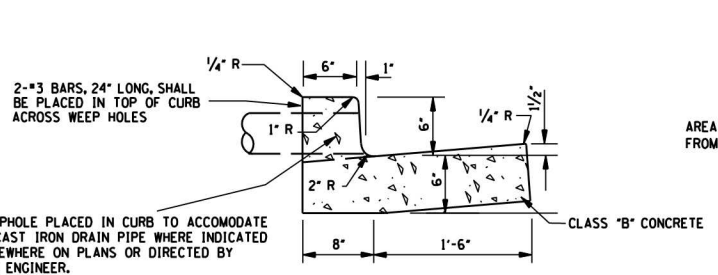
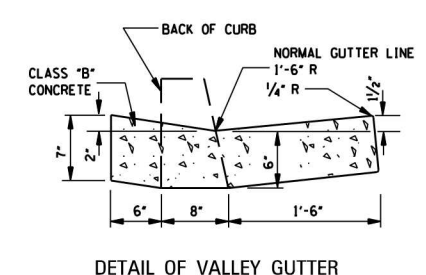
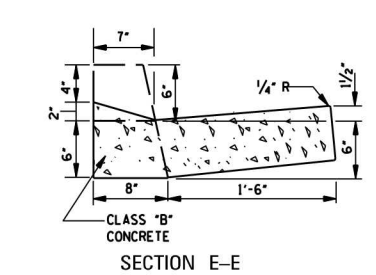
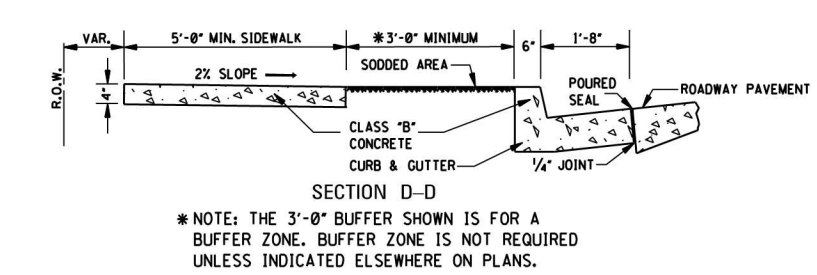
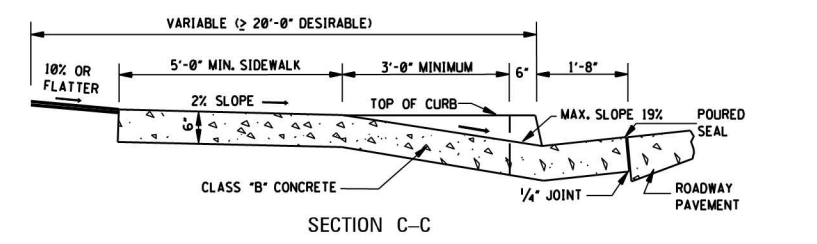
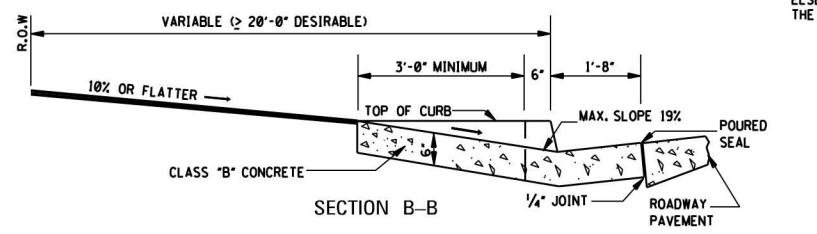
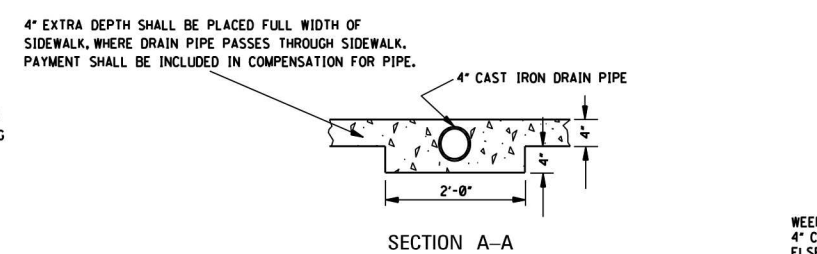


11.058 yd² FOR DRIVEWAY 16'-0" IN WIDTH. 0.574 yd² FOR EACH ADDED OR SUBTRACTED FOOT OF WIDTH. NOTE: THIS DRIVEWAY AREA EXAMPLE IS COMPUTED ON THE BASIS OF 3'-0" RADIUS. PAYMENT FOR CURB RADIUS SHALL BE INCLUDED IN COMPENSATION FOR DRIVEWAY.

*TABLE "A"		
DRIVEWAY TYPE	DRIVEWAY WIDTH (ft)	CURB RETURN RADIUS (ft)
RESIDENTIAL	16'	3' - 10'
COMMERCIAL/ INDUSTRIAL	30' - 50'	5' - 30'



NOTE: THIS TYPE CONSTRUCTION SHALL BE USED WHERE DESIGNATED ELSEWHERE ON PLANS OR BY THE ENGINEER.



PERMISSIBLE DRIVEWAY CONSTRUCTION METHOD FOR SLIP-FORM PLACEMENT OF CURB & GUTTER

- GENERAL NOTES:
- THE STANDARD SPECIFICATIONS ADOPTED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION SHALL, UNLESS OTHERWISE SPECIFIED HEREIN, APPLY TO ALL ITEMS INCLUDED ON THIS DRAWING.
 - TRAVERSE CONTRACTION JOINTS ARE REQUIRED AT 20' ON CENTER FOR ALL CONCRETE DRIVEWAYS THAT EXTEND PAST THE END OF THE CURB RETURN. A 1/2" WIDE EXPANSION JOINT IS REQUIRED AT THE END OF THE CURB RETURN AND AT 60' ON CENTER THROUGHOUT THE LENGTH OF THE DRIVEWAY. A LONGITUDINAL CONTRACTION JOINT IS REQUIRED FOR ALL DRIVEWAYS EXCEEDING 20' IN WIDTH.
 - SEE SHEET CCR-1 FOR DETAILS OF CURB-CUT RAMPS.

BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION
REVISION	ROADWAY DESIGN DIVISION
DATE	STANDARD PLAN

DRIVEWAYS, CURB & GUTTER & SIDEWALK

WORKING NUMBER SD-1

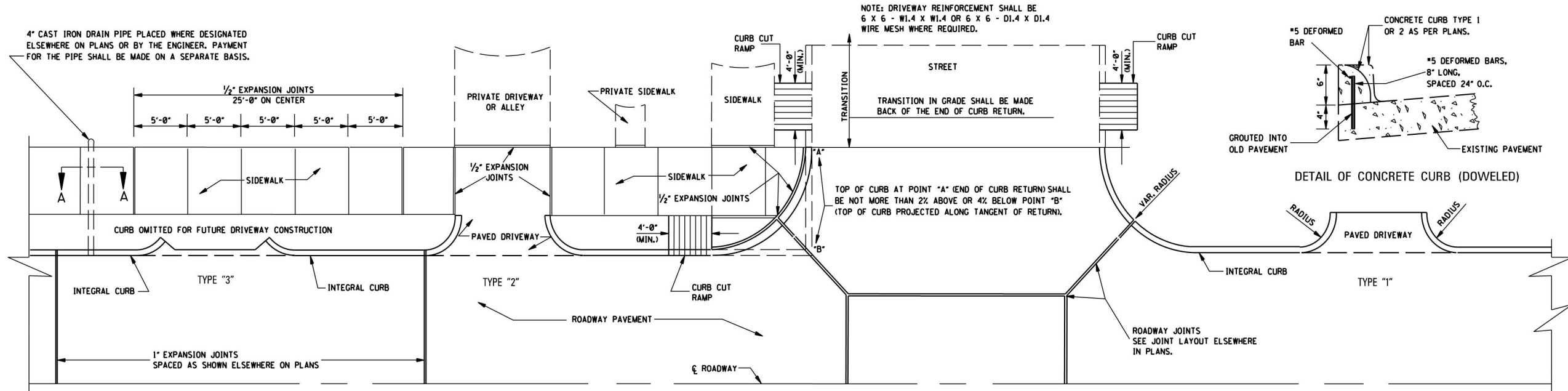
SHEET NUMBER C0.5

ISSUE DATE: OCTOBER 1, 1998

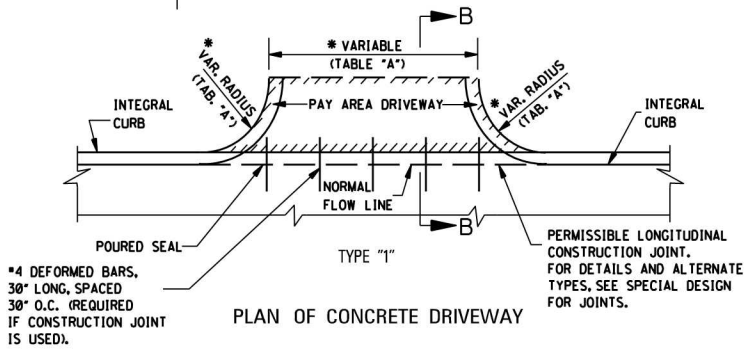
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

ENGLISH

MISSISSIPPI

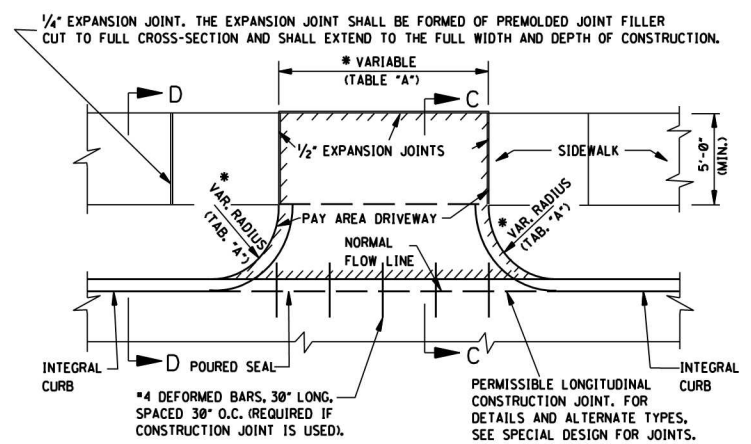
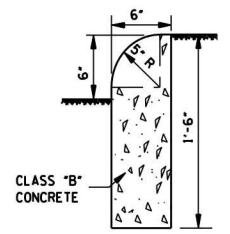
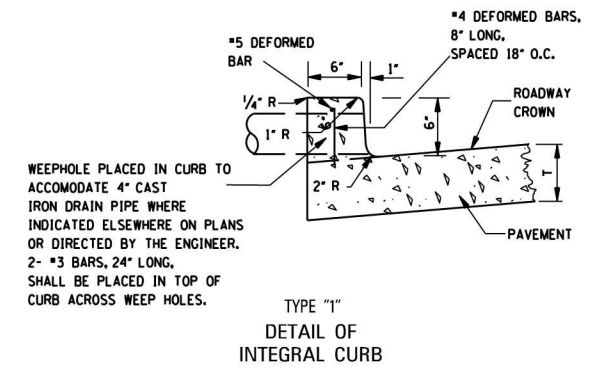
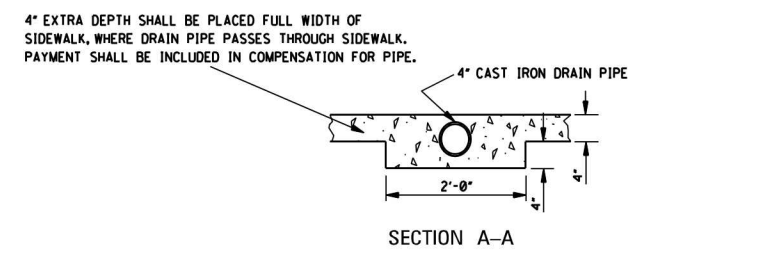


PLAN SHOWING ARRANGEMENT OF INTEGRAL CURB, DRIVEWAYS AND SIDEWALK

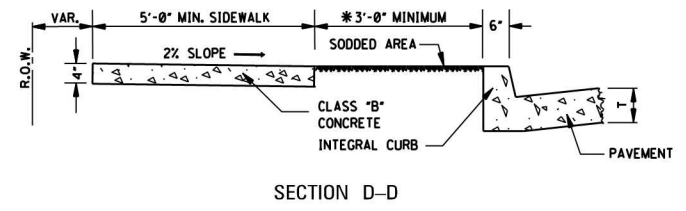
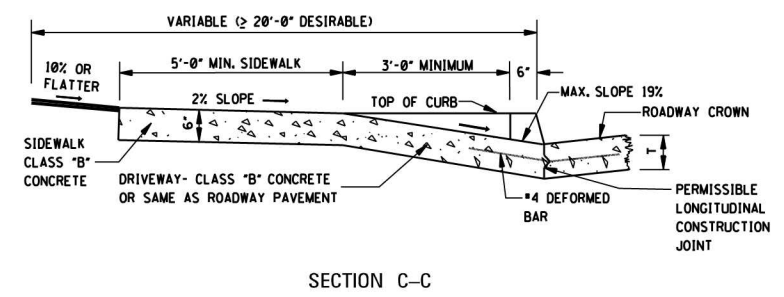
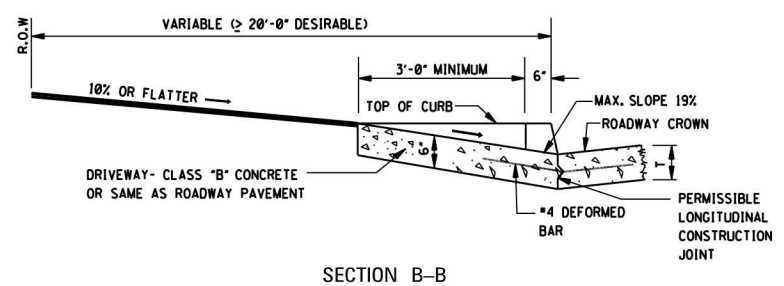
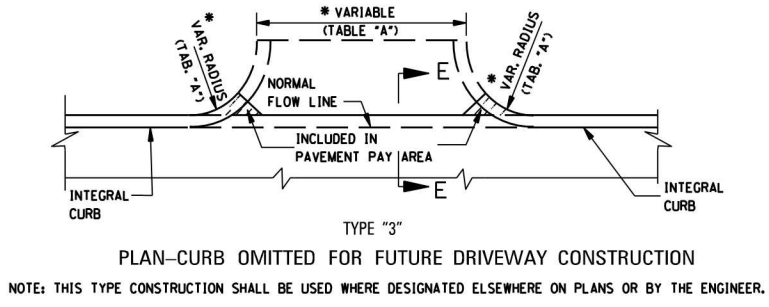


*TABLE "A"		
DRIVEWAY TYPE	DRIVEWAY WIDTH (ft)	CURB RETURN RADIUS (ft)
RESIDENTIAL	16'	3' - 10'
COMMERCIAL/ INDUSTRIAL	30' - 50'	5' - 30'

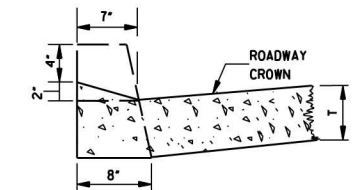
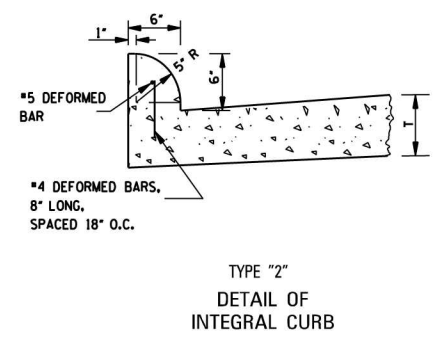
5.761 yd² FOR DRIVEWAY 16'-0" IN WIDTH.
0.333 yd² FOR EACH ADDED OR SUBTRACTED FOOT OF WIDTH.
NOTE: THIS DRIVEWAY AREA EXAMPLE IS COMPUTED ON THE BASIS OF 3'-0" RADIUS. PAYMENT FOR CURB RADIUS SHALL BE INCLUDED IN COMPENSATION FOR DRIVEWAY.



PLAN OF CONCRETE DRIVEWAY ACROSS SIDEWALK AREA



*NOTE: THE 3'-0" BUFFER SHOWN IS FOR A BUFFER ZONE. BUFFER ZONE IS NOT REQUIRED UNLESS INDICATED ELSEWHERE ON PLANS.



- GENERAL NOTES:
- THE STANDARD SPECIFICATIONS ADOPTED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION SHALL, UNLESS OTHERWISE SPECIFIED HEREIN, APPLY TO ALL ITEMS INCLUDED ON THIS DRAWING.
 - TRAVERSE CONTRACTION JOINTS ARE REQUIRED AT 20' ON CENTER FOR ALL CONCRETE DRIVEWAYS THAT EXTEND PAST THE END OF THE CURB RETURN. A 1/2" WIDE EXPANSION JOINT IS REQUIRED AT THE END OF THE CURB RETURN AND AT 60' ON CENTER THROUGHOUT THE LENGTH OF THE DRIVEWAY. A LONGITUDINAL CONTRACTION JOINT IS REQUIRED FOR ALL DRIVEWAYS EXCEEDING 20' IN WIDTH.
 - SEE SHEET CCR-1 FOR DETAILS OF CURB-CUT RAMPS.

BY

REVISION

DATE

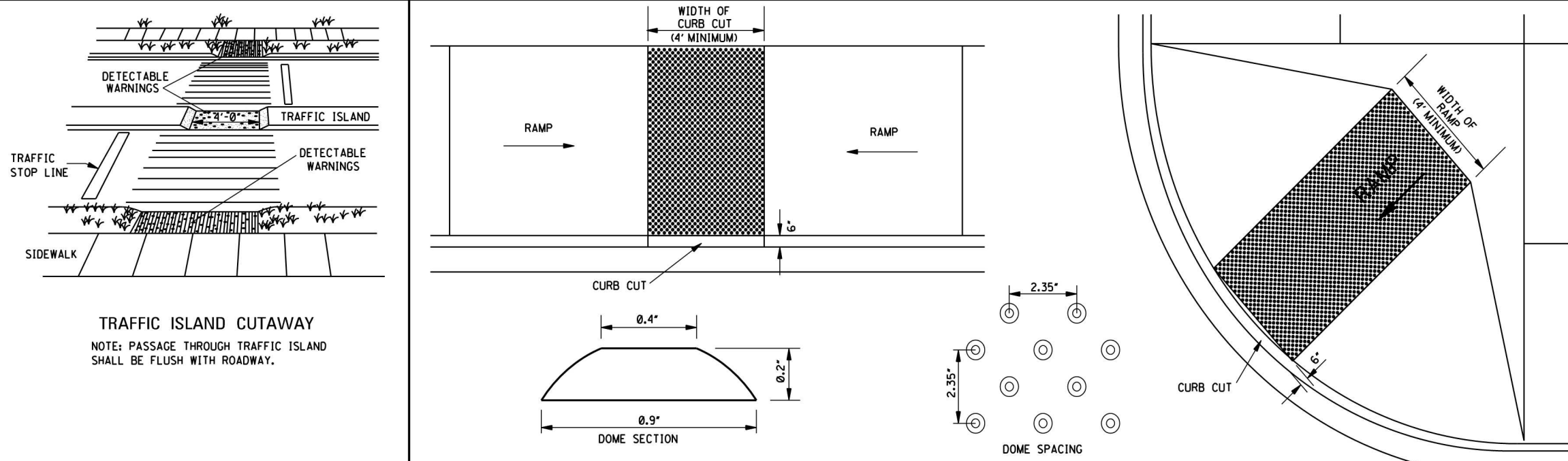
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

DRIVEWAYS,
INTEGRAL CURB
& SIDEWALK

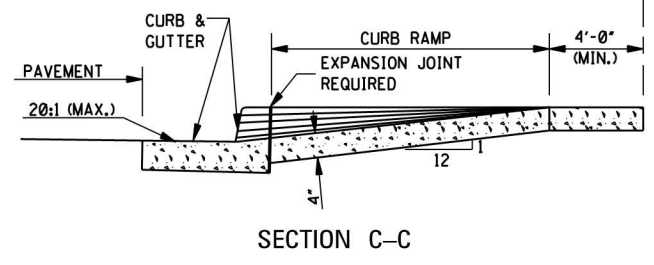
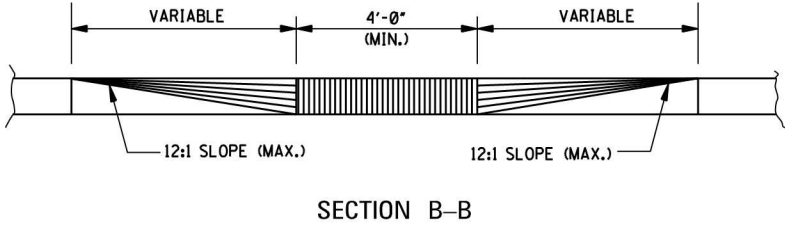
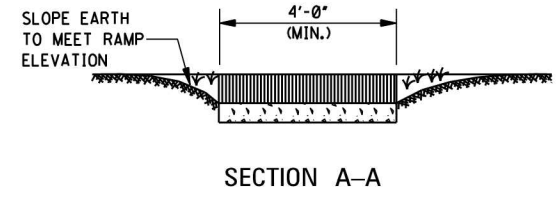
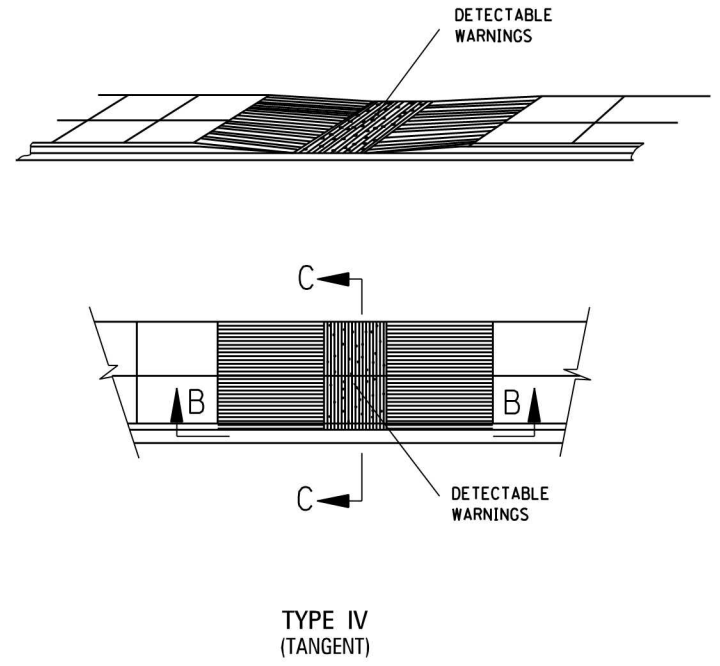
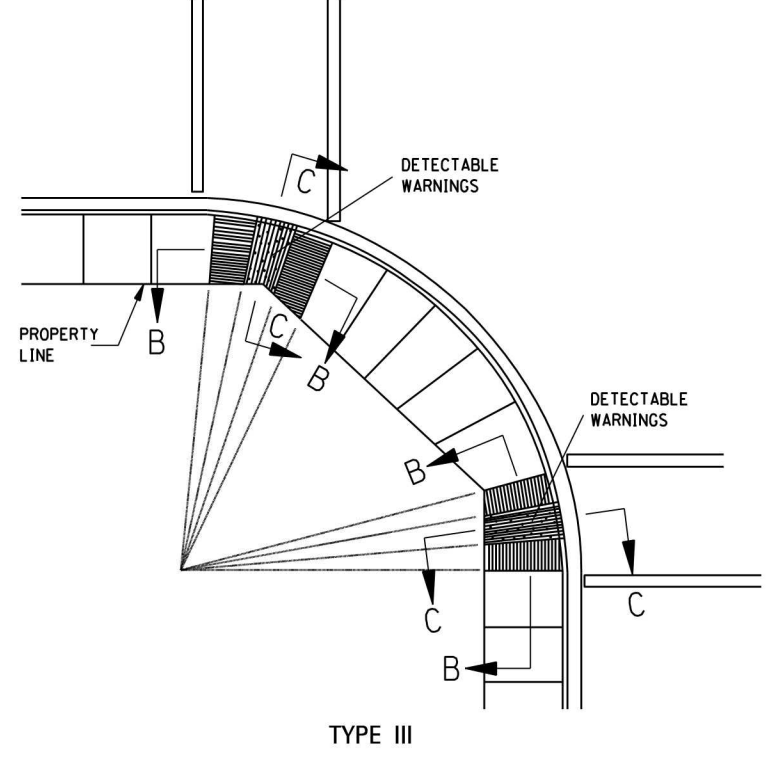
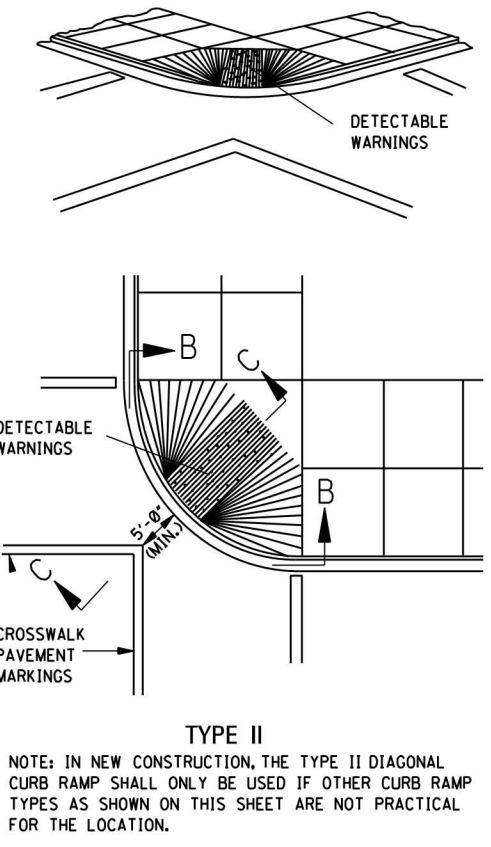
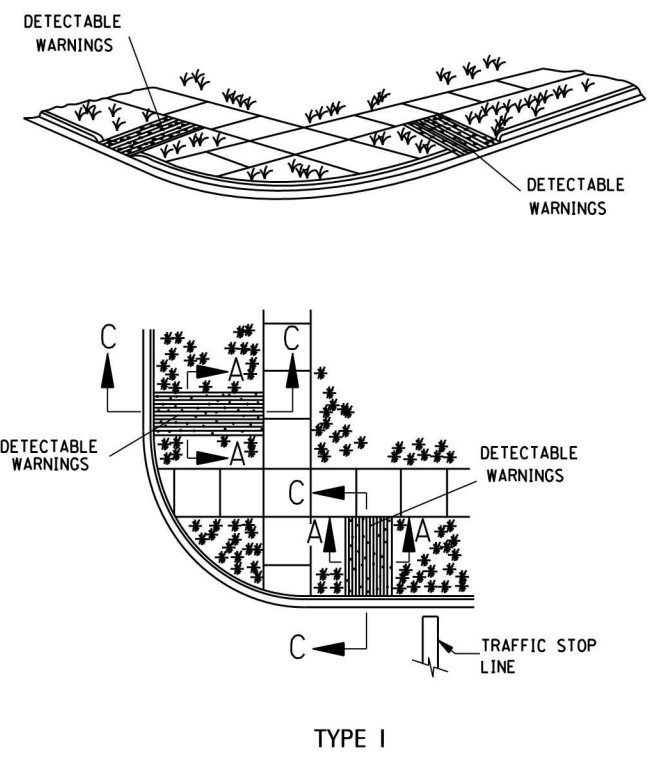
WORKING NUMBER
SD-2
SHEET NUMBER
C0.6

ISSUE DATE: OCTOBER 1, 1998

- GENERAL NOTES:
1. LOCATION AND TYPE OF CURB RAMP SHALL BE AS SHOWN ON THE PLANS OR AS DIRECTED.
 2. THE CURB RAMP SHALL BE PAID FOR AS SIDEWALK.
 3. THE THICKNESS OF THE CURB RAMP SHALL BE A MINIMUM OF 4" .
 4. ALL RAMP SLOPES SHALL NOT BE STEEPER THAN 12:1.
 5. DETECTABLE WARNINGS ARE REQ'D ON CURB CUT RAMPS AT ALL STREET CROSSINGS AND AT SIGNALIZED DRIVEWAY CROSSINGS.
 6. THERE SHALL BE A MINIMUM OF 70% CONTRAST IN LIGHT REFLECTANCE BETWEEN THE DETECTABLE WARNING AREA AND THE ADJOINING AREAS, OR THE DETECTABLE AREA SHALL BE "SAFETY YELLOW".



DETECTABLE WARNINGS (TRUNCATED DOMES) FOR BLIND & LOW VISION PEDESTRIANS



MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN		 WORKING NUMBER CCR-1 SHEET NUMBER C0.7
CURB - CUT RAMP ISSUE DATE: OCTOBER 1, 1998		

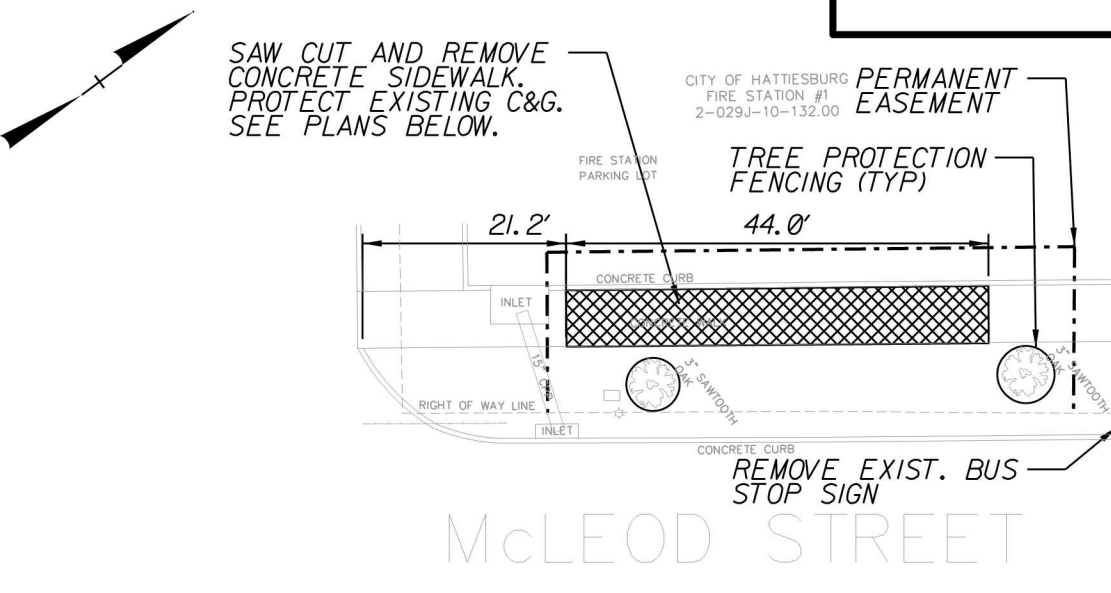
EXISTING SURVEY/DEMOLITION PLAN

WORK PERFORMED AT THIS SITE INCLUDED IN BASE BID

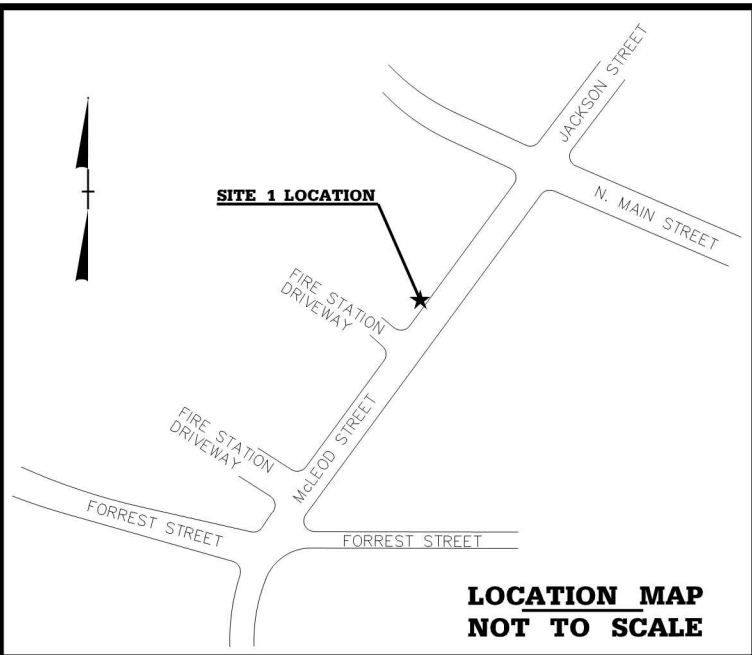


PROJECT NO.

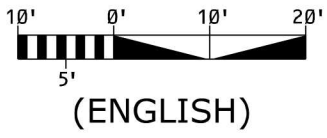
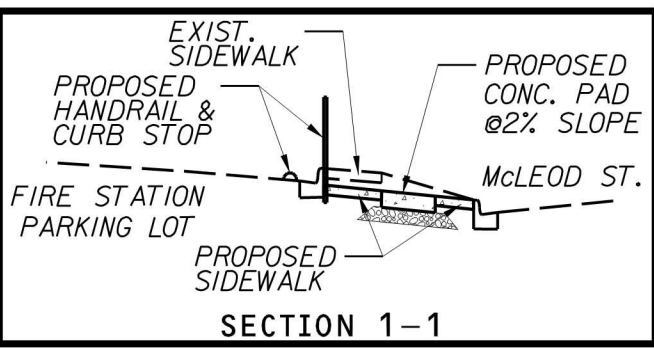
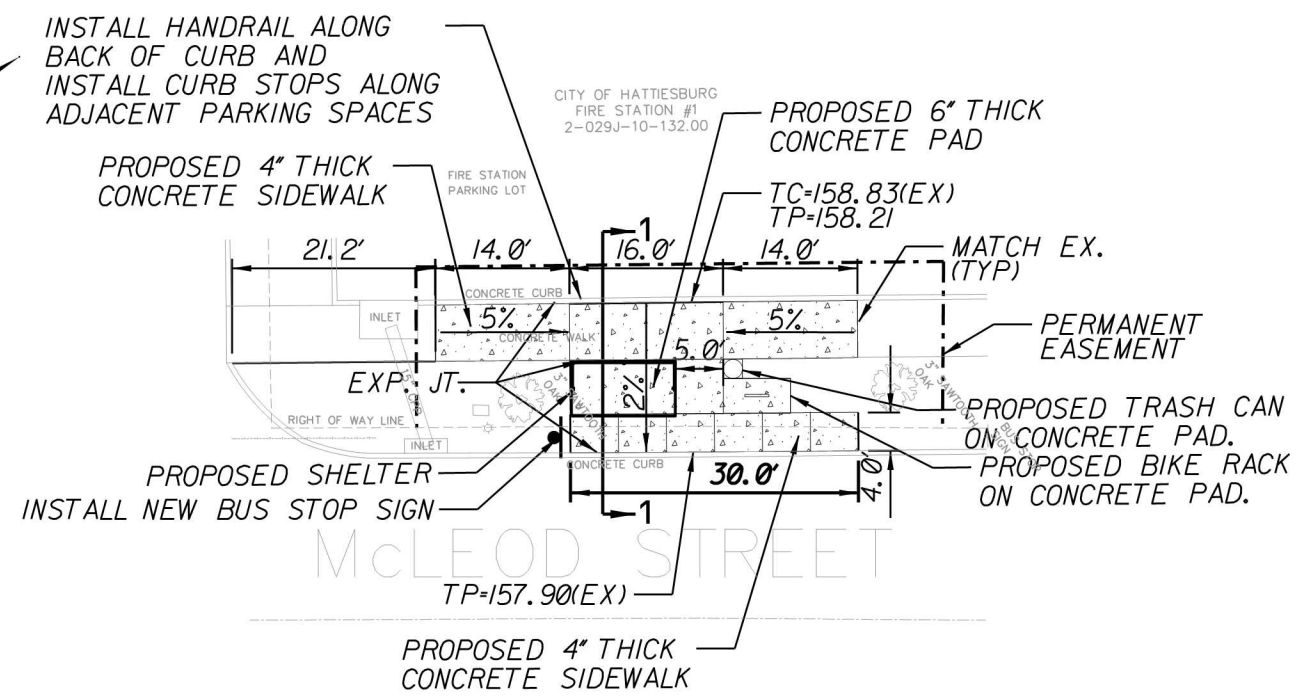
CDM Smith
421 Wando Park Blvd.
Suite 210
Mt. Pleasant, SC 29464
Phone: (843) 972-4542
Fax: (843) 388-0420



- NOTES:
- 1. SEE SHEET C0.1 FOR ADDITIONAL NOTES.
 - 2. PROTECT EXISTING TREE AND UTILITIES.
 - 3. REMOVE GRASS AND SUBGRADE TO DEPTHS REQUIRED FOR NEW CONCRETE PAD AND SIDEWALKS. SEE PROPOSED PLAN FOR LIMITS.
 - 4. INSTALL SEDIMENT AND EROSION CONTROL MEASURES AS NECESSARY TO CONTAIN SEDIMENT ON SITE. SEE SHEET C0.1 AND C0.3 THROUGH C0.4 FOR ADDITIONAL SEDIMENT AND EROSION CONTROL NOTES AND DETAILS.



PROPOSED PLAN



CITY OF HATTIESBURG		HCT BUS STOP ADA ACCESSIBILITY PROJECT	
SITE 1		McLEOD STREET AT FIRE STATION, OB	
WORKING NUMBER		SHEET NUMBER	
C1.0		C1.0	
FILENAME:	DESIGN TEAM	CDM SMITH	CHECKED
DATE	APRIL	2013	

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DATE: 4/2/2013 11:22:03

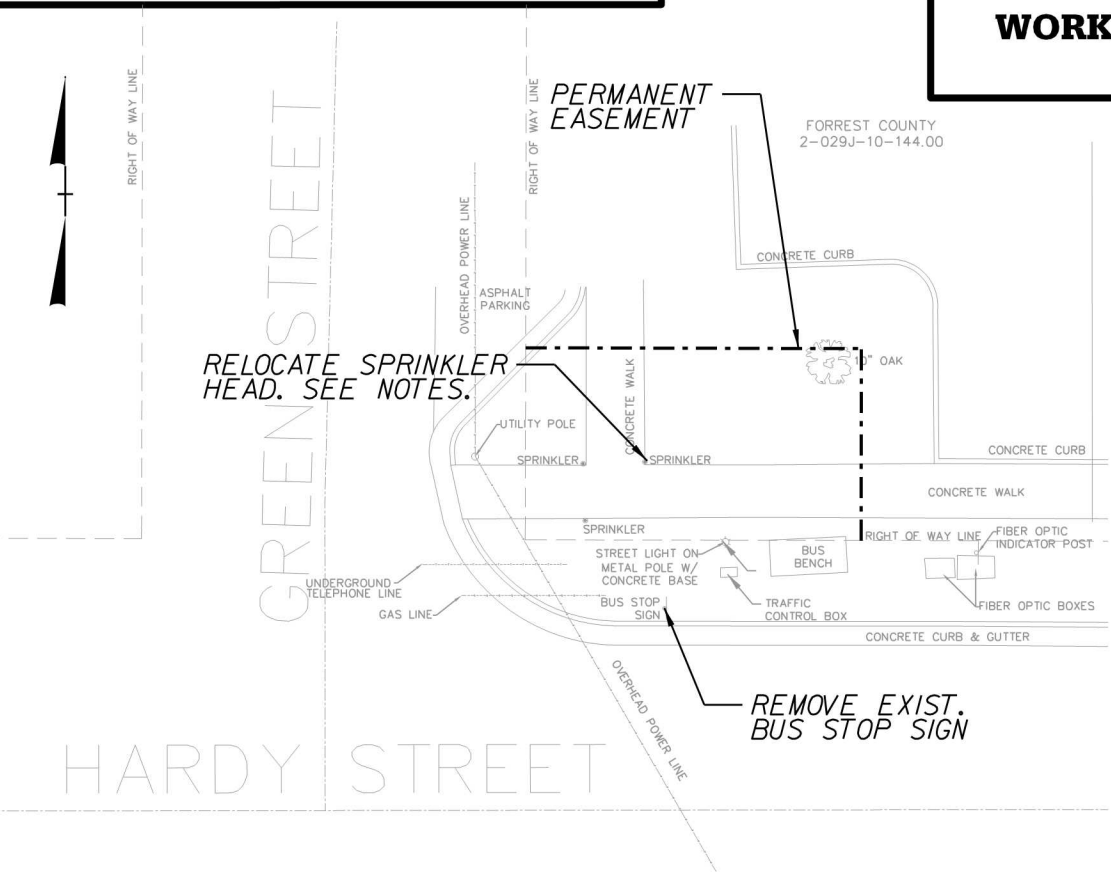
EXISTING SURVEY/DEMOLITION PLAN

WORK PERFORMED AT THIS SITE INCLUDED IN BASE BID

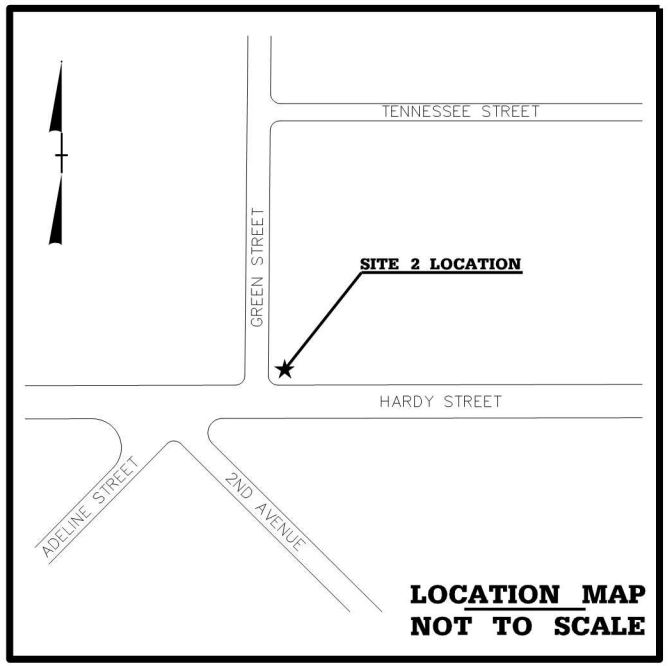


PROJECT NO.

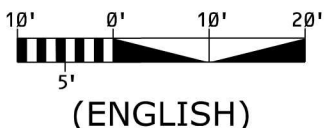
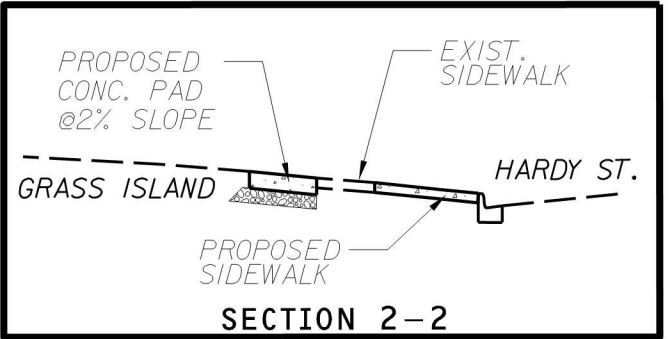
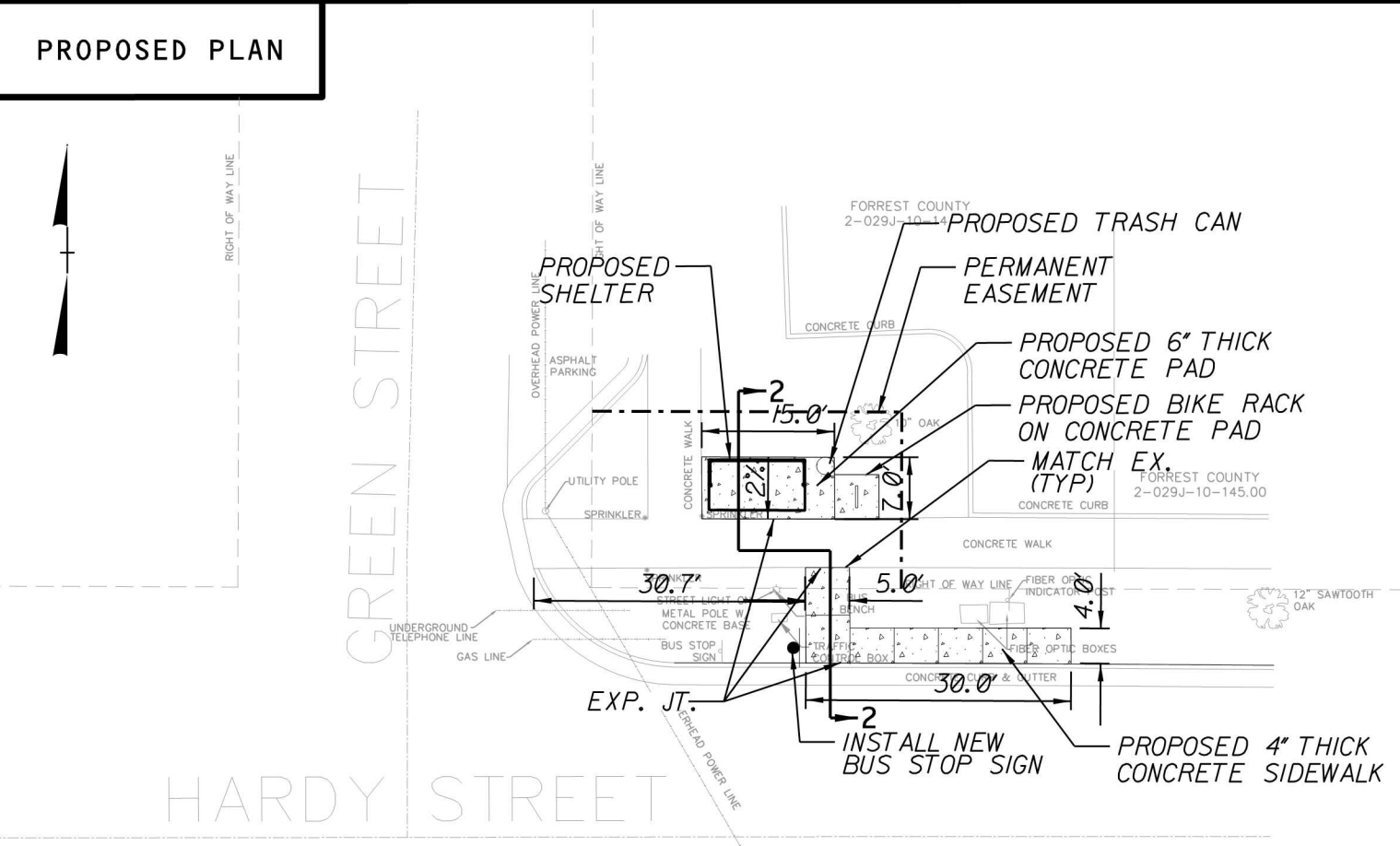
CDM Smith
421 Wando Park Blvd.
Suite 210
Mt. Pleasant, SC 29464
Phone: (843) 972-4542
Fax: (843) 388-0420



- NOTES:
- SEE SHEET C0.1 FOR ADDITIONAL NOTES.
 - PROTECT EXISTING TREE AND UTILITIES.
 - REMOVE GRASS AND SUBGRADE TO DEPTHS REQUIRED FOR NEW CONCRETE PAD AND SIDEWALKS. SEE PROPOSED PLAN FOR LIMITS.
 - COORDINATE WITH OWNER OF EXISTING IRRIGATION SYSTEM AND RELOCATE/ADJUST HEAD SPRAY PATTERNS IN ISLAND TO AVOID NEW SHELTER PAD. SEE PLAN BELOW FOR LIMITS OF NEW SHELTER PAD. MAY REQUIRE UP TO 2 NEW SPRINKLER HEADS AND MINOR PIPING, COST INCIDENTAL TO DEMOLITION.
 - INSTALL SEDIMENT AND EROSION CONTROL MEASURES AS NECESSARY TO CONTAIN SEDIMENT ON SITE. SEE SHEET C0.1 AND C0.3 THROUGH C0.4 FOR ADDITIONAL SEDIMENT AND EROSION CONTROL NOTES AND DETAILS.



PROPOSED PLAN



CITY OF HATTIESBURG	
HCT BUS STOP ADA ACCESSIBILITY PROJECT	
SITE 2	
HARDY STREET AT	
PUBLIC LIBRARY, 0B	
BY	WORKING NUMBER
REVISION	SHEET NUMBER
DATE	C2.0
DESIGN TEAM	CDM SMITH CHECKED
DATE	APRIL 2013

FILE: ...\\CDM\Design\STTE02 SHEET.dgn
DATE: 4/5/2013 11:22:04

SANITARY SEWER LINE

REMOVE CONCRETE,
SEE NOTES.

- REMOVE EXIST. BUS
STOP SIGN.

NOTES:

1. SEE SHEET C0.1 FOR ADDITIONAL NOTES.
2. PROTECT EXISTING TREE AND UTILITIES.
3. REMOVE GRASS AND SUBGRADE TO DEPTHS REQUIRED FOR NEW CONCRETE PAD AND SIDEWALKS.
SEE PROPOSED PLAN FOR LIMITS.
4. REMOVE CONCRETE PADS/FOUNDATIONS NEXT TO EXISTING SIDEWALK TO AT LEAST 12" BELOW THE EXISTING GRADE TO ACCOMMODATE THE NEW BUS SHELTER PAD. PROTECT EXISTING SIDEWALK FROM DAMAGE. IF THE EXISTING SIDEWALK IS DAMAGED, REPLACE SECTIONS DAMAGED BETWEEN EXISTING JOINTS AT CONTRACTOR'S COST.
5. INSTALL SEDIMENT AND EROSION CONTROL MEASURES AS NECESSARY TO CONTAIN SEDIMENT ON SITE. SEE SHEET C0.1 AND C0.3 THROUGH C0.4 FOR ADDITIONAL SEDIMENT AND EROSION CONTROL NOTES AND DETAILS.

PROPOSED 6" THICK-
CONCRETE PAD

- MATCH EX.
EXP. JT.

— INSTALL NEW
BUS STOP
SIGN

PROPOSED BIKE RACK
ON CONCRETE PAD

PROPOSED SHELTER

PROPOSED TRASH CAN

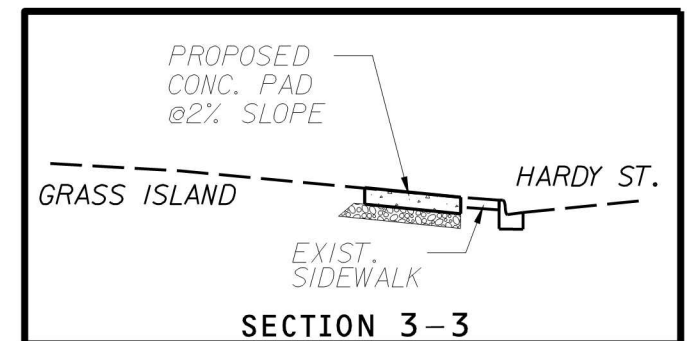
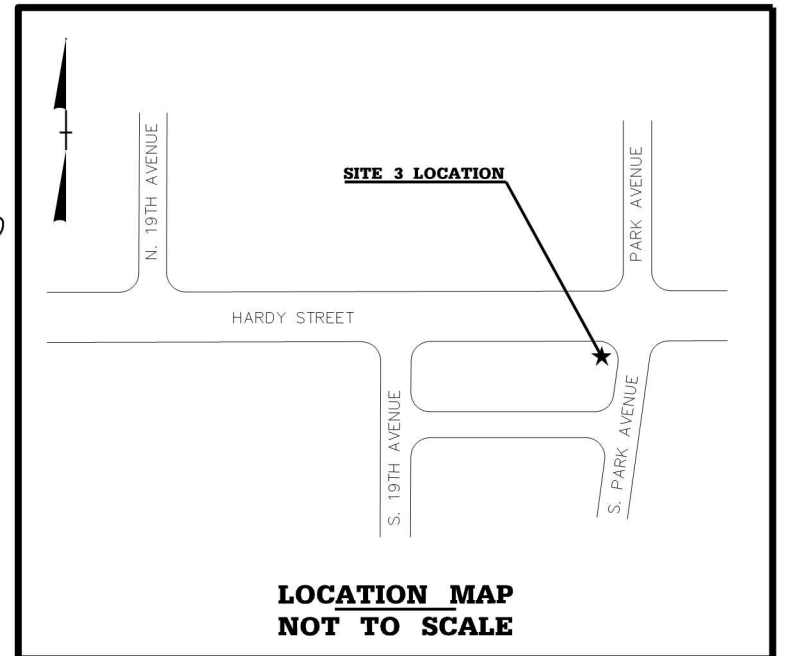


**BEFORE YOU DIG!
CONTACT MISSISSIPPI 811
OR 1-800-227-6477**

PROJECT NO.

**CDM
Smith**

421 Wando Park Blvd.
Suite 210
Mt. Pleasant, SC 29464
Phone: (843) 972-4542
Fax: (843) 388-0420



(ENGLISH)

										CITY OF HATTIESBURG
										HCT BUS STOP ADA ACCESSIBILITY PROJECT
										SITE 3
										HARDY STREET AT
										KAMPER PARK, IB
										WORKING NUMBER
										SHEET NUMBER
										C3.0
										FILENAME:
										DESIGN TEAM COM SMITH CHECKED DATE APRIL 2013

FILE: ...|DGN\Design\SITE03_SHEET.dgn

EXISTING SURVEY/DEMOLITION PLAN

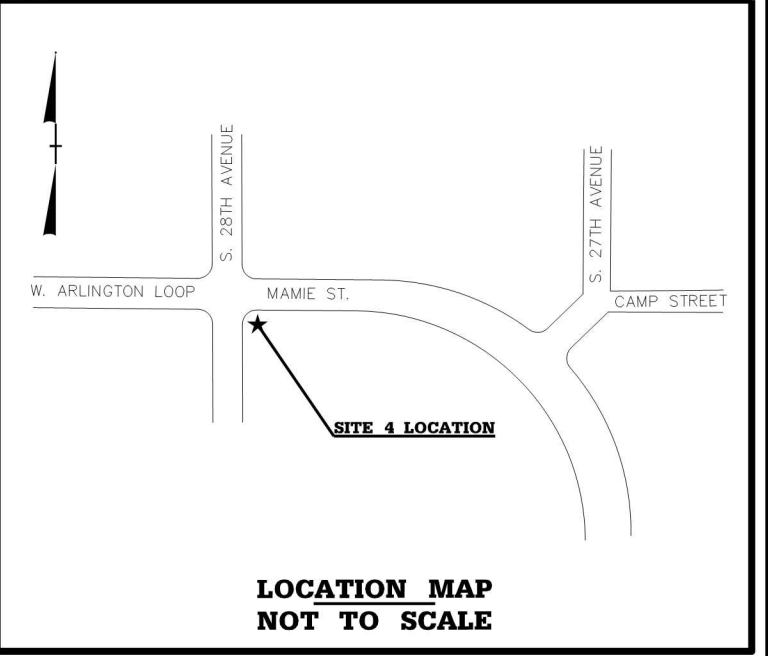
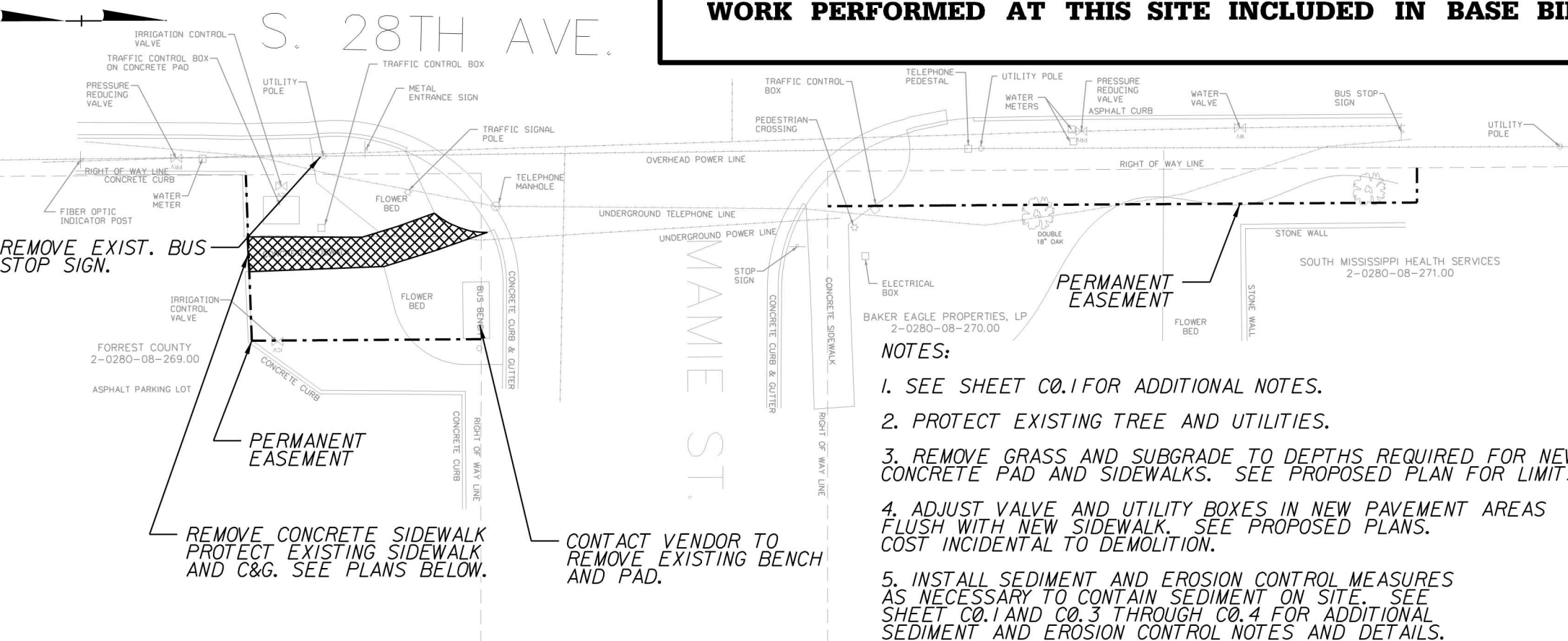
WORK PERFORMED AT THIS SITE INCLUDED IN BASE BID

ALL CONSTRUCTION MUST CONFORM TO THE
UNDERGROUND UTILITY PROTECTION ACT
BEFORE YOU DIG!
CONTACT MISSISSIPPI 811
OR 1-800-227-6477

PROJECT NO.

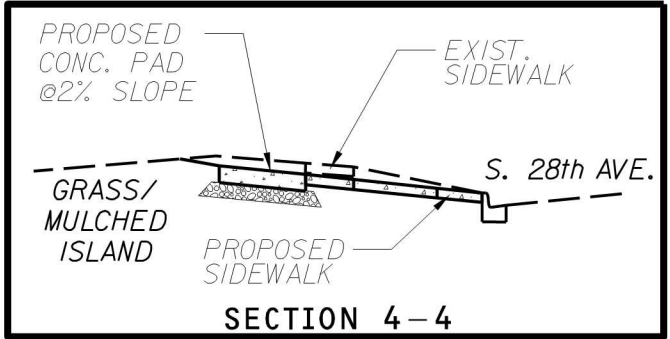
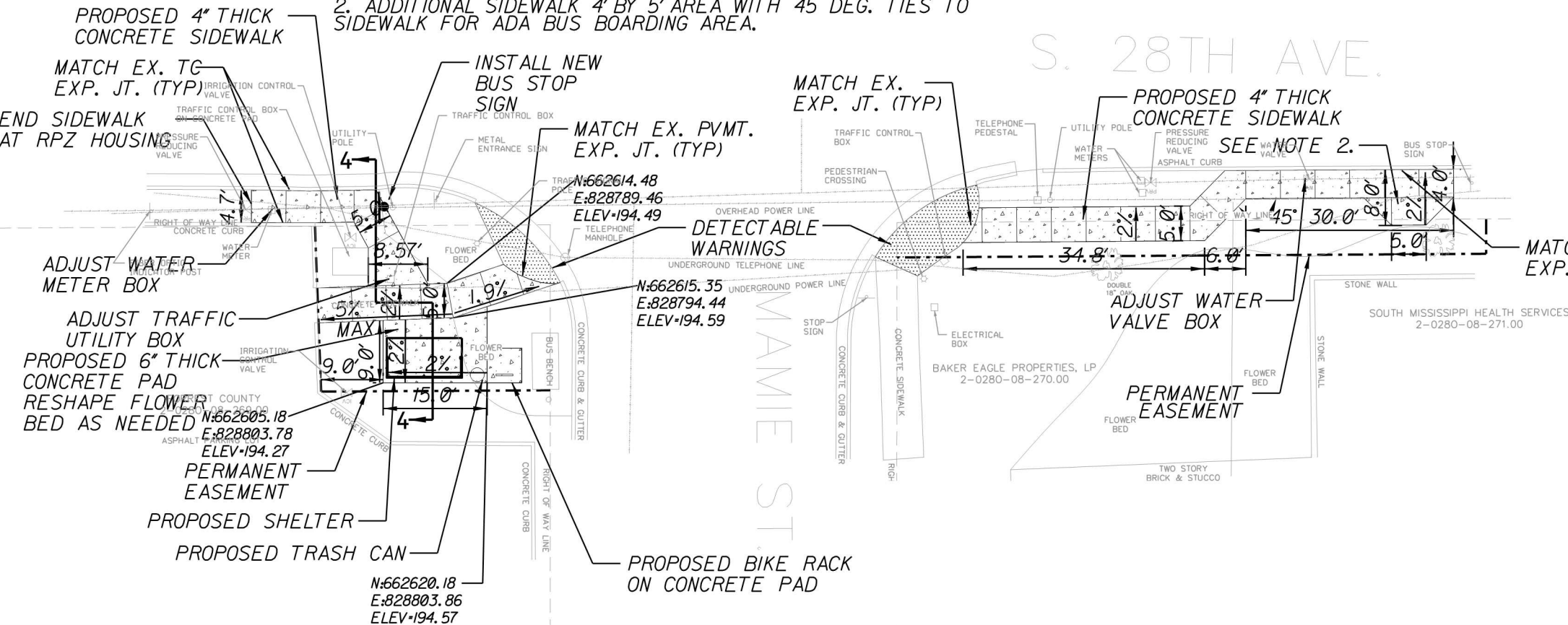
CDM Smith

421 Wando Park Blvd.
Suite 210
Mt. Pleasant, SC 29464
Phone: (843) 972-4542
Fax: (843) 388-0420



PROPOSED PLAN

- NOTES:
1. REPLACE MULCH IN PLANTING BEDS TO MATCH EXISTING MULCH. PROVIDE 4" THICK LAYER OF MULCH.
 2. ADDITIONAL SIDEWALK 4' BY 5' AREA WITH 45 DEG. TIES TO SIDEWALK FOR ADA BUS BOARDING AREA.



CITY OF HATTIESBURG	
HCT BUS STOP ADA ACCESSIBILITY PROJECT	
SITE 4	
S. 28TH AVENUE AT	
FORREST GENERAL, IB	
WORKING NUMBER	SHEET NUMBER
FILENAME:	C4.0
DESIGN TEAM	CDM SMITH
CHECKED	DATE APRIL 2013

FILE: ...\\dcm\Design\SITE\HCT\HCT_SHEET.dgn
DATE: 4/2/2013 11:22:05

EXISTING SURVEY/DEMOLITION PLAN

MT. OLIVE BAPTIST CHURCH
2-038E-16-106.00

SAW CUT AND REMOVE
PAVEMENT AND CONCRETE
CURB.
SEE PLANS BELOW.

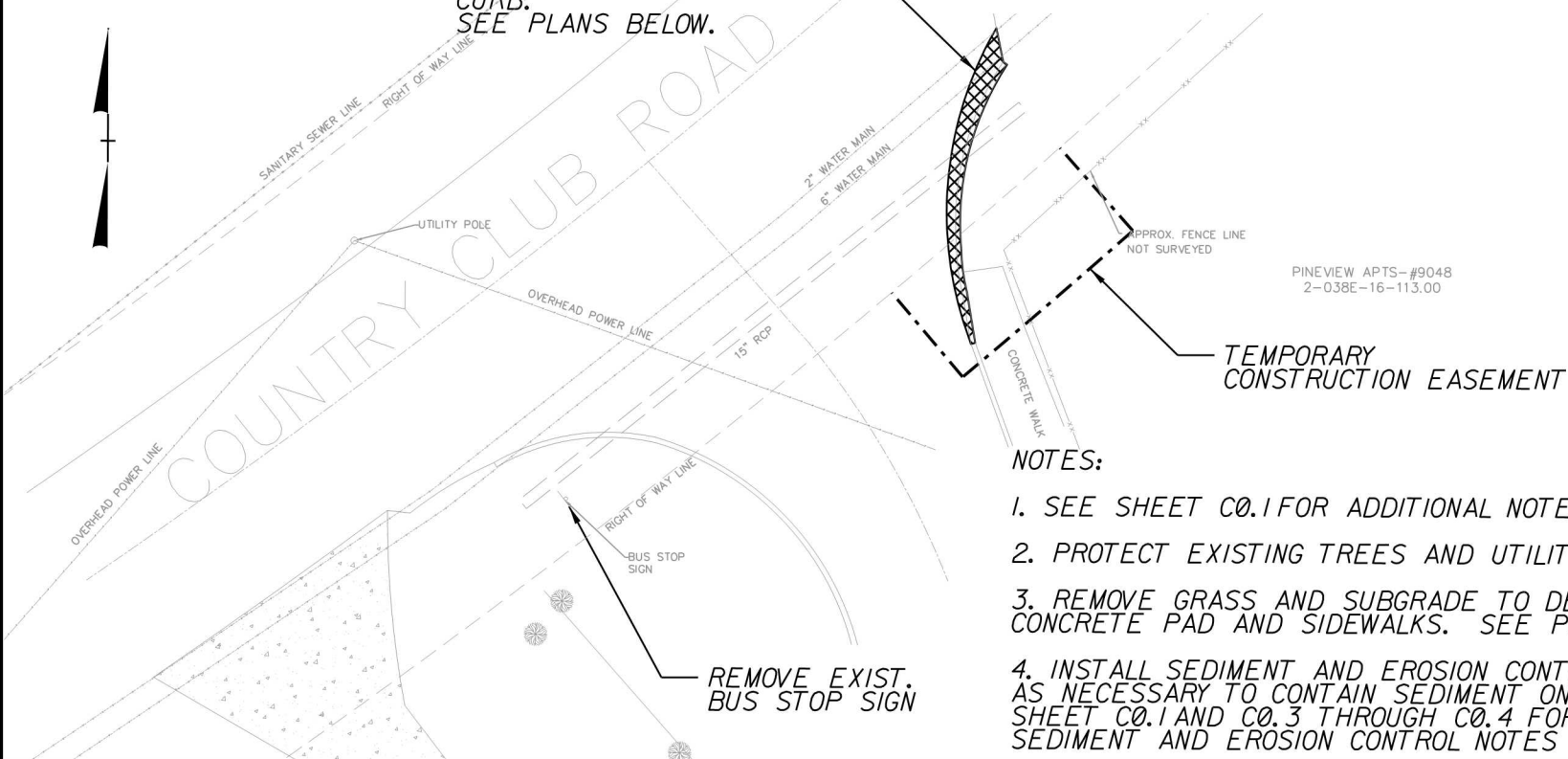
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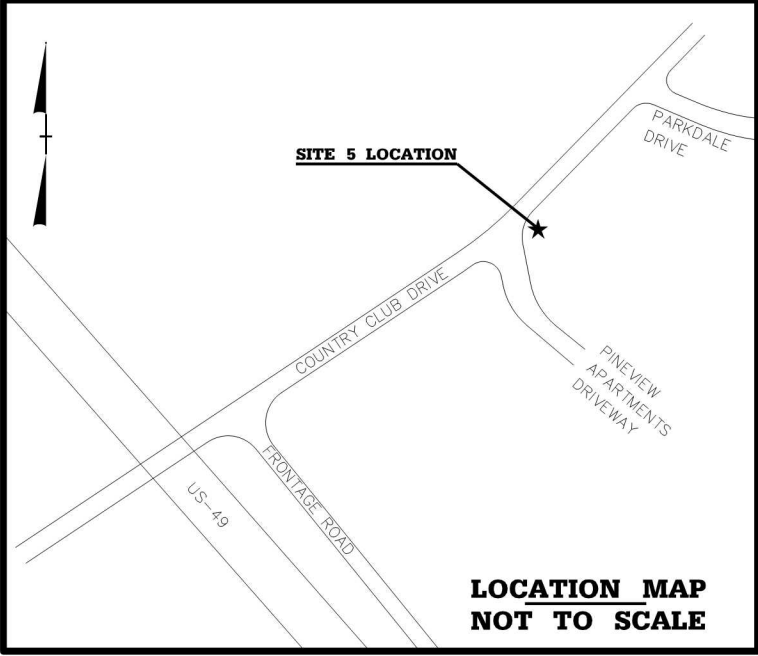
PROJECT NO.

**CDM
Smith**

421 Wando Park Blvd.
Suite 210
Mt. Pleasant, SC 29464
Phone: (843) 972-4542
Fax: (843) 388-0420

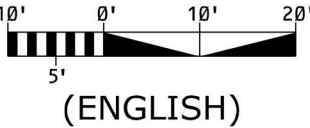
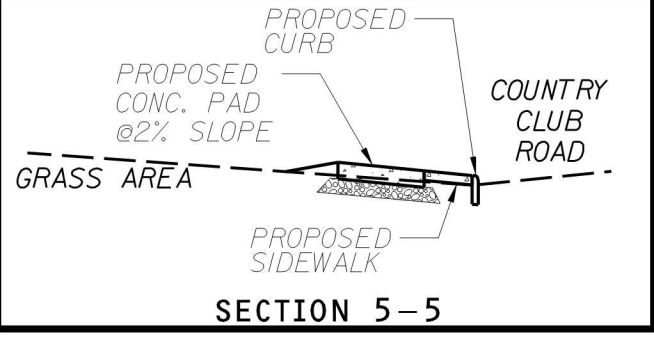
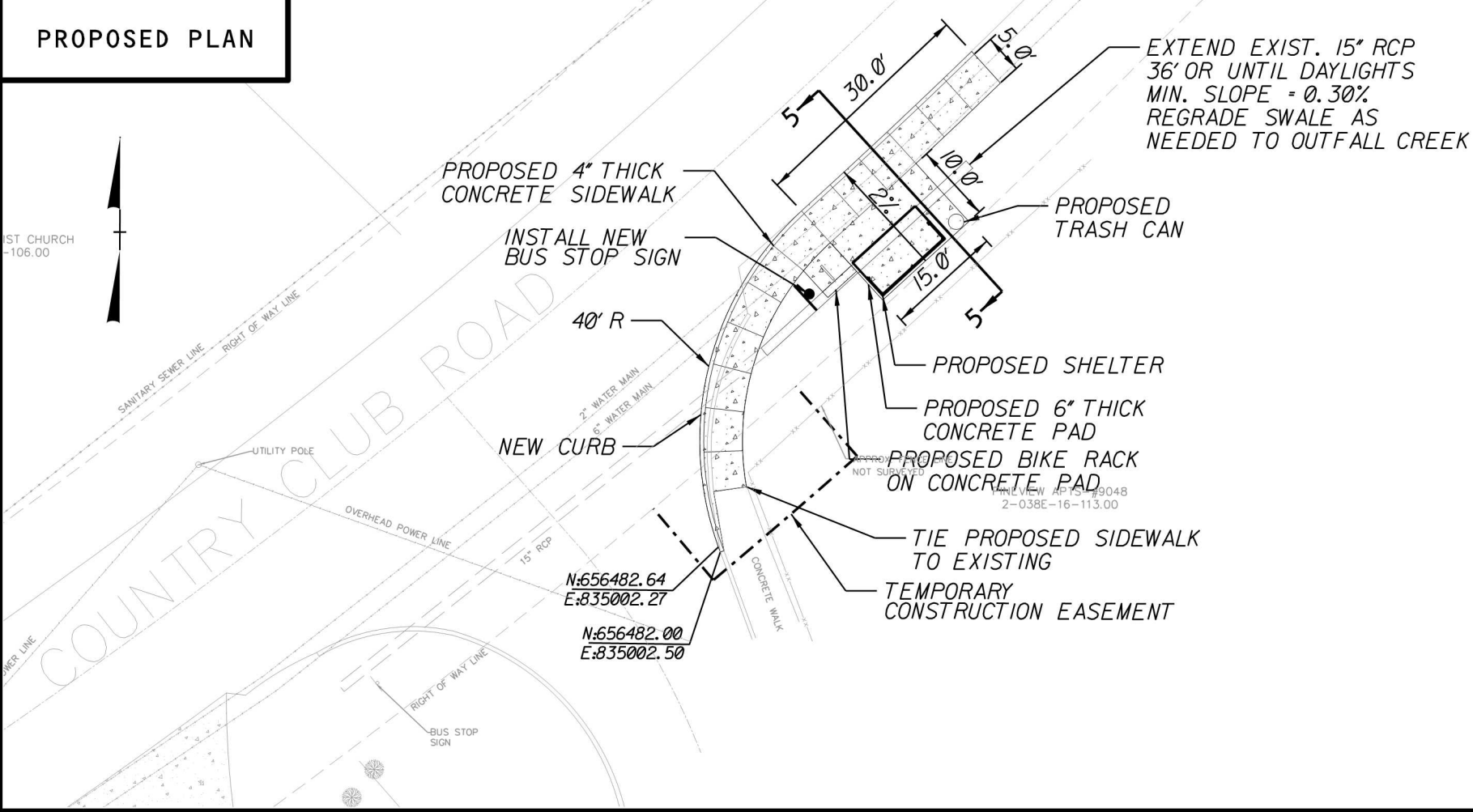


- NOTES:
1. SEE SHEET C0.1 FOR ADDITIONAL NOTES.
 2. PROTECT EXISTING TREES AND UTILITIES.
 3. REMOVE GRASS AND SUBGRADE TO DEPTHS REQUIRED FOR NEW CONCRETE PAD AND SIDEWALKS. SEE PROPOSED PLAN FOR LIMITS.
 4. INSTALL SEDIMENT AND EROSION CONTROL MEASURES AS NECESSARY TO CONTAIN SEDIMENT ON SITE. SEE SHEET C0.1 AND C0.3 THROUGH C0.4 FOR ADDITIONAL SEDIMENT AND EROSION CONTROL NOTES AND DETAILS.



LOCATION MAP
NOT TO SCALE

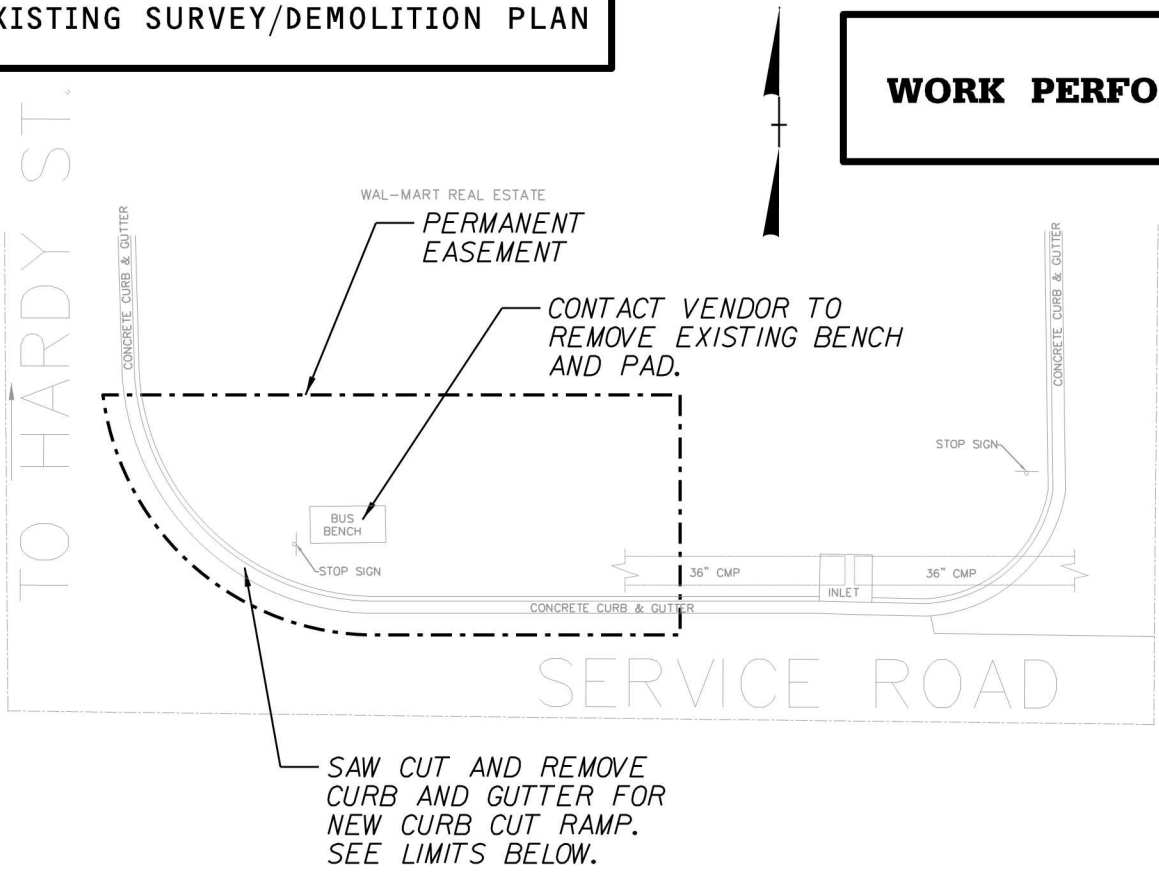
PROPOSED PLAN



CITY OF HATTIESBURG		HCT BUS STOP ADA ACCESSIBILITY PROJECT	
SITE 5		COUNTRY CLUB ROAD AT PINEVIEW APARTMENTS	
BY	DATE	REVISION	WORKING NUMBER
DESIGN TEAM	CDM SMITH	CHECKED	DATE APRIL 2013
FILENAME:			SHEET NUMBER
			C5.0

FILE: ...\\DEN\\Design\\SITES\\SHEETS\\SHEET.dgn
DATE: 4/2/2013 11:22:07

EXISTING SURVEY/DEMOLITION PLAN



WORK PERFORMED AT THIS SITE INCLUDED IN ALTERNATE BID 1

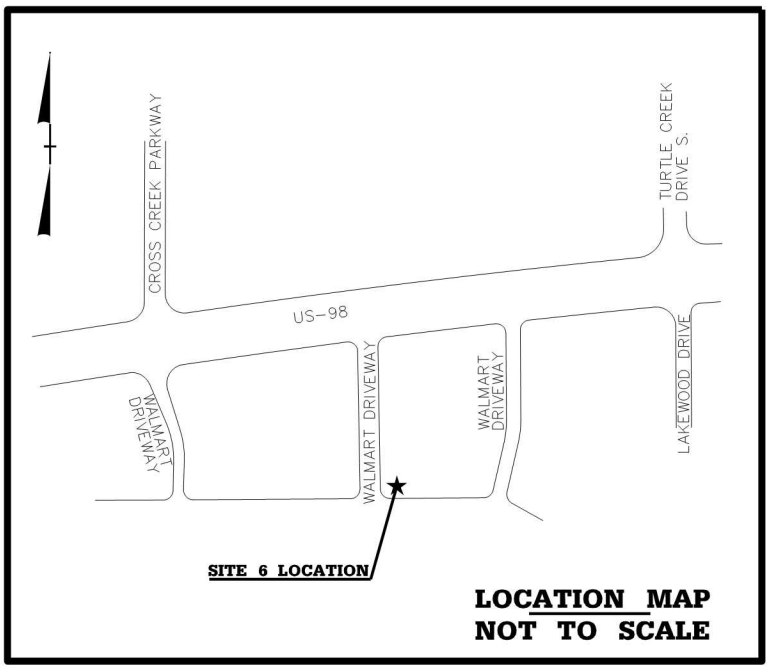
- NOTES:
1. SEE SHEET C0.1 FOR ADDITIONAL NOTES.
 2. PROTECT EXISTING TREE AND UTILITIES.
 3. REMOVE GRASS AND SUBGRADE TO DEPTHS REQUIRED FOR NEW CONCRETE PAD AND SIDEWALKS. SEE PROPOSED PLAN FOR LIMITS.
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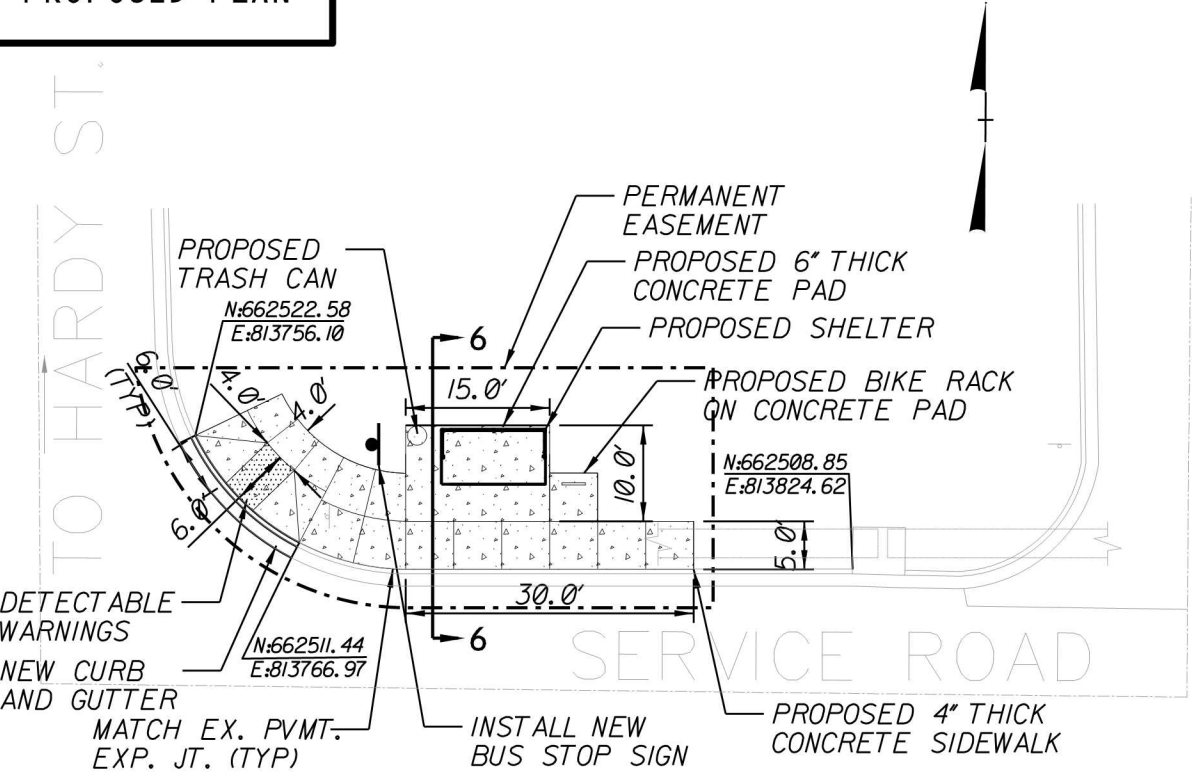
PROJECT NO.

CDM Smith

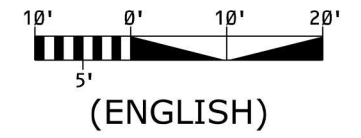
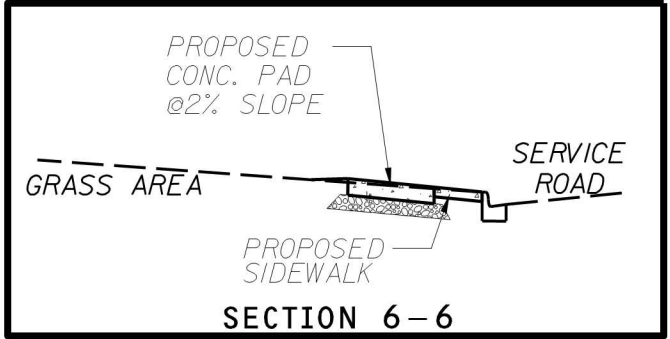
421 Wando Park Blvd.
Suite 210
Mt. Pleasant, SC 29464
Phone: (843) 972-4542
Fax: (843) 388-0420



PROPOSED PLAN



- NOTES:
1. INSTALL SHOPPING CART CORRAL IN LAST PARKING SPACE NEXT TO ISLAND ACROSS FROM NEW BUS STOP. CORRAL TO BE APPROXIMATELY 30' WIDE, 144' LONG AND 40' TALL, MADE OF 11 GAUGE, 2" DIAMETER (MIN.) GALVANIZED STEEL PIPE. PROVIDE ANCHOR BOLTS TO SECURELY BOLT TO PAVEMENT.



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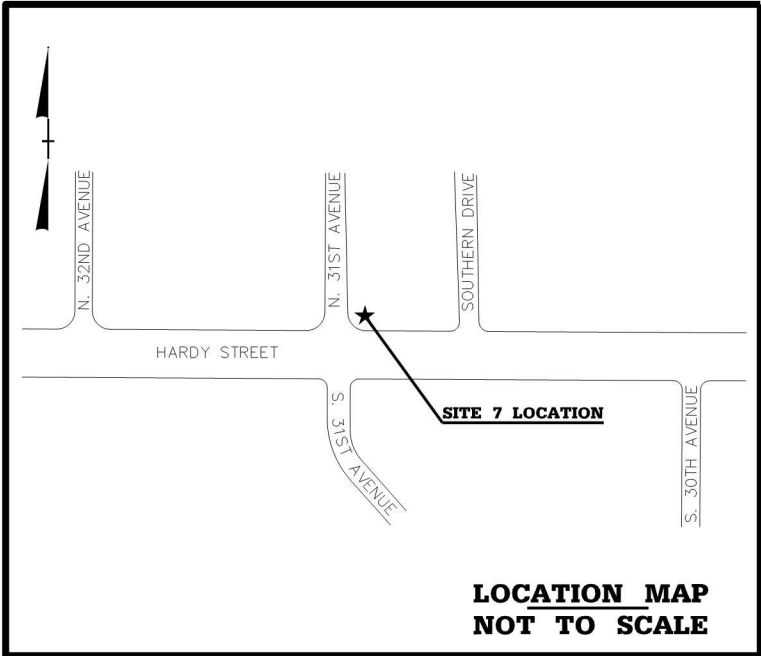
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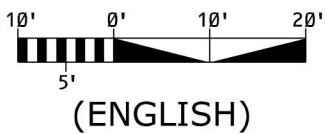
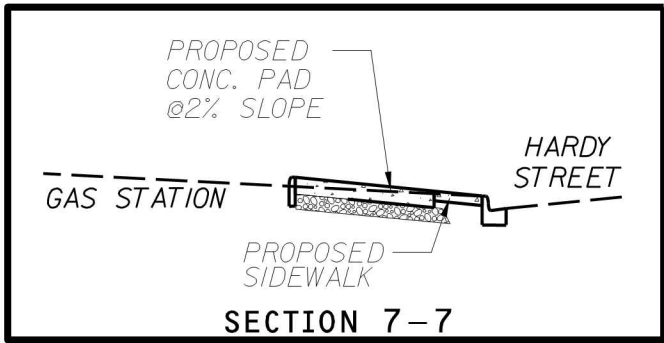
PROJECT NO.

CDM Smith
421 Wando Park Blvd.
Suite 210
Mt. Pleasant, SC 29464
Phone: (843) 972-4542
Fax: (843) 388-0420

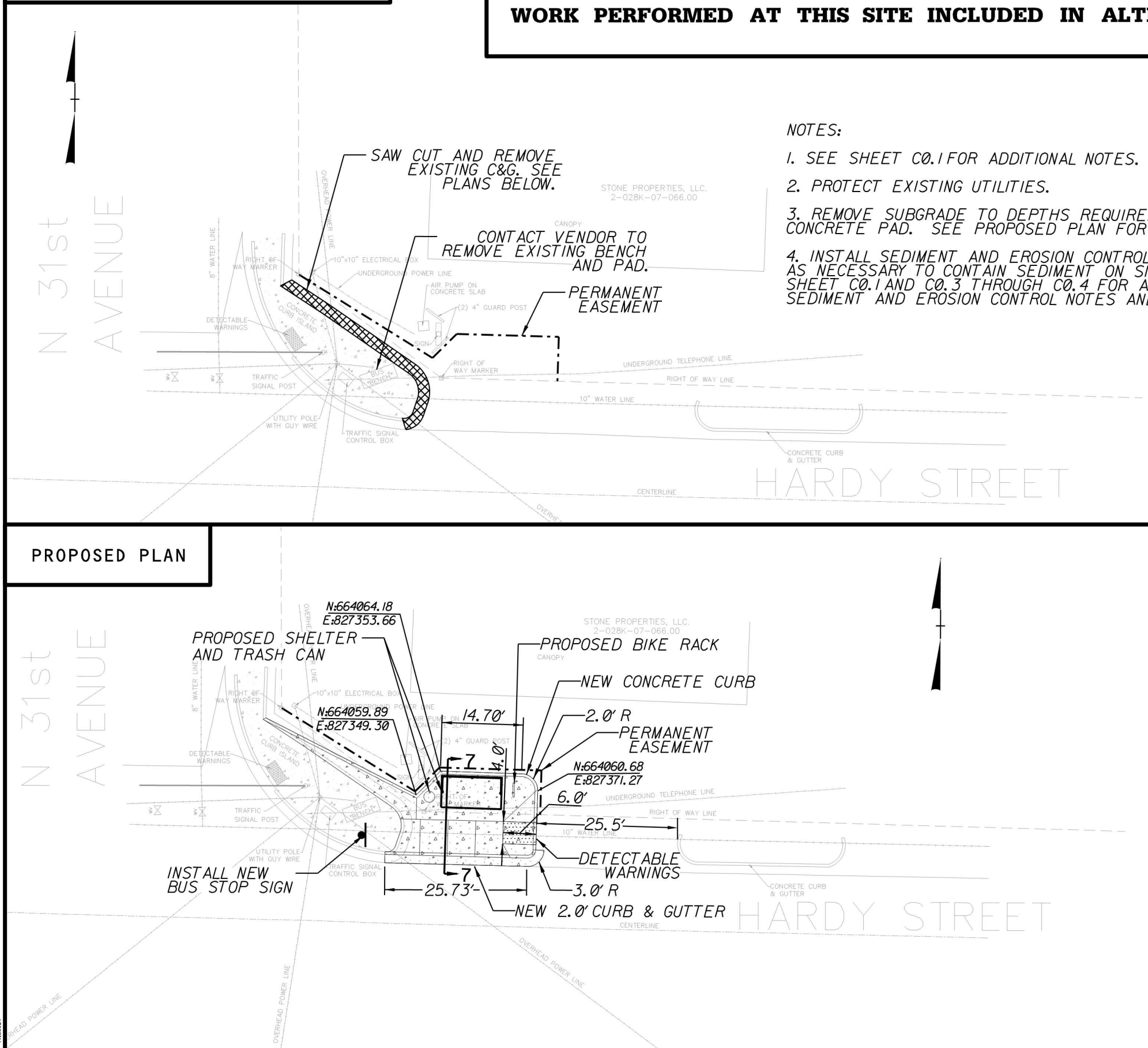
- NOTES:
- 1. SEE SHEET C0.1 FOR ADDITIONAL NOTES.
 - 2. PROTECT EXISTING UTILITIES.
 - 3. REMOVE SUBGRADE TO DEPTHS REQUIRED FOR NEW CONCRETE PAD. SEE PROPOSED PLAN FOR LIMITS.
 - 4. INSTALL SEDIMENT AND EROSION CONTROL MEASURES AS NECESSARY TO CONTAIN SEDIMENT ON SITE. SEE SHEET C0.1 AND C0.3 THROUGH C0.4 FOR ADDITIONAL SEDIMENT AND EROSION CONTROL NOTES AND DETAILS.

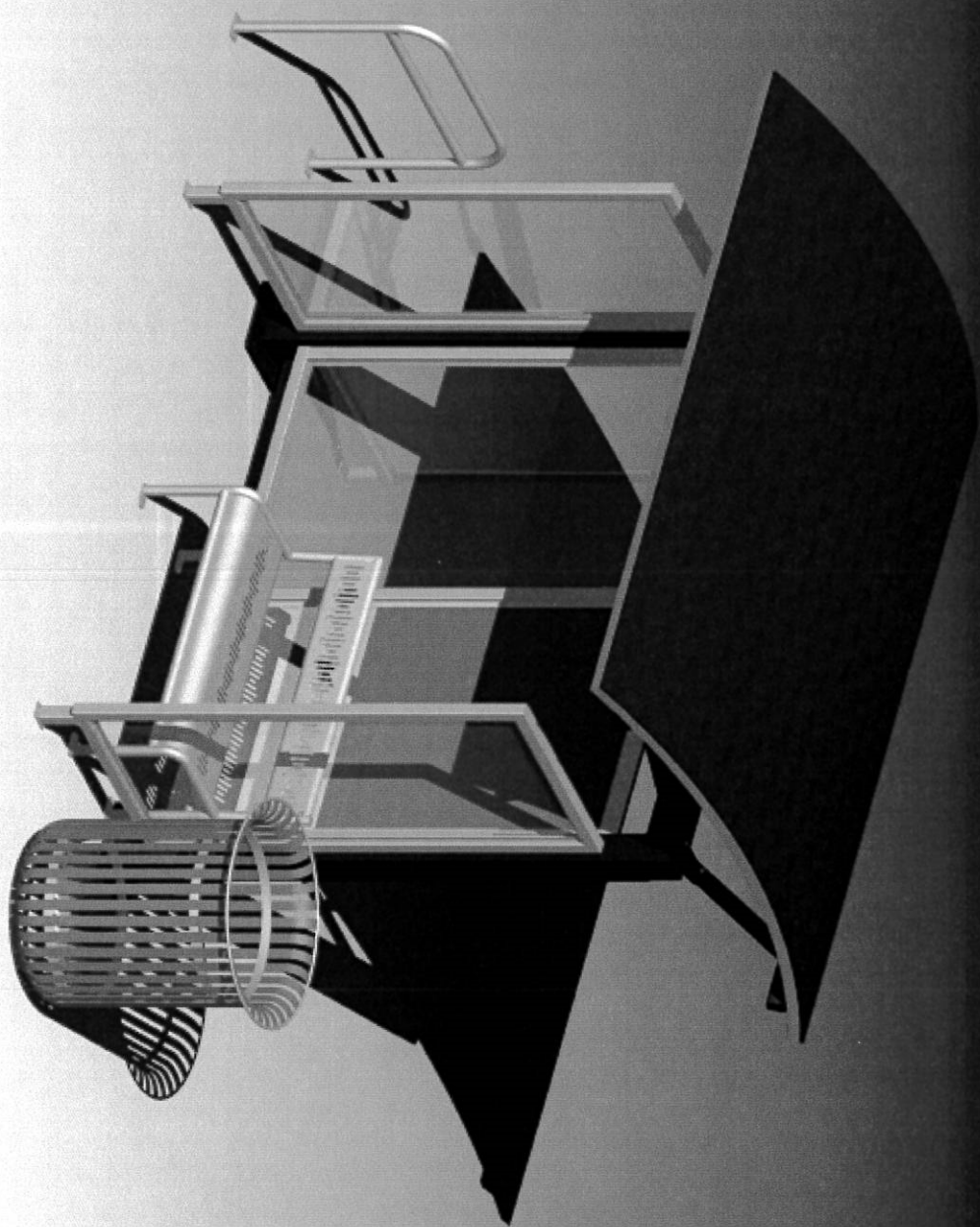


PROPOSED PLAN



CITY OF HATTIESBURG		HCT BUS STOP ADA ACCESSIBILITY PROJECT	
SITE 7		N. 31ST AVENUE AT HARDY STREET	
WORKING NUMBER		SHEET NUMBER	
FILENAME:		C7.0	
DESIGN TEAM		CDM SMITH	
CHECKED		DATE APRIL 2013	





ADVERTISEMENT for BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg will receive sealed bids until 10:00 a.m. on May 23, 2013, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

**HUB CITY TRANSIT BUS SHELTER
ADA ACCESSIBILITY PROJECT
CITY of HATTIESBURG
FORREST COUNTY, MISSISSIPPI**

Plans, specifications, and proposal forms may be obtained for free in digital format by sending an email request to Stuart Healy at healysf@cdmsmith.com. If the Bidder so chooses, hardcopies of the Contract Documents may be procured upon payment of a non-refundable Plan Deposit of \$100.00 per set, including priority delivery, made out to CDM Smith Inc., 421 Wando Park Boulevard, Suite 210, Mt. Pleasant, SC 29464. All bids must be accompanied by a bid security equal to five percent (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.

The successful bidder will be required to furnish a contract bond written by a company licensed in Mississippi. The bond will be in the amount equal to One Hundred Percent (100%) of the contract amount.

Each bid must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

**BID FOR CONSTRUCTION OF:
HUB CITY TRANSIT BUS SHELTER
ADA ACCESSIBILITY PROJECT**

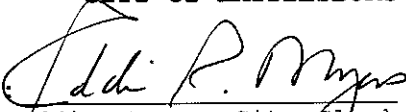
No bid may be withdrawn for a period of sixty (60) days. The owner reserves the right to reject any or all bids received and to waive informalities.

The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-14 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 16th day of April, A.D., 2013.

CITY of HATTIESBURG

BY


Eddie Myers, City Clerk



City of Hattiesburg, MS

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

Master

File Number: 2013-0201

File ID: 2013-0201

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/06/2013

Brief Title: Privilege License Report for March 2013

Final Action:

Minute Book Number: MB2013-125

Title:

Acknowledge receipt of Privilege License Report for the month of March 2013 from the Tax Department, as per recommendation.

Notes:

Sponsors:

Enactment Date:

Attachments: New.March 2013, Renwed March 2013

Enactment Number:

Contact:

Meeting Date: 04/16/2013

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/16/2013					

Text of Legislative File 2013-0201

Title

Acknowledge receipt of Privilege License Report for the month of March 2013 from the Tax Department, as per recommendation.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PRIVILEGE LICENSE MONTHLY REPORT
March 2013

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130397	20.00		TARA JANIQUE AND THE ART LLC 12 PARK PLACE APT 192 F HATTIESBURG, MS 39401
0130400	50.00		FAMILY DOLLAR STORES, INC. #10318 2526 LINCOLN RD. CHARLOTTE, NC 28201
0130426	20.00		ASIAN FOOT MASSAGE 6051 US HWY 98, STE 4 HATTIESBURG, MS 39402
0130427	20.00		ON DA SPOT REPAIR 408 DIXIE AVE. HATTIESBURG, MS 39401
0130434	20.00		HI-TECH TOWER SERVICES, INC. LLC 22189 MCH ROAD MANDEVILLE, LA 70471
0130439	20.00		CASH & CARRY CLEANERS 2410 LINCOLN RD. HATTIESBURG, MS 39401
0130442	20.00		J & J CONSTRUCTION 142 MILLPOND DR HATTIESBURG, MS 39401
0130445	20.00		HEAVENLY HAIR & BOUTIQUE 301 HUMBLE AVE, SUITE 125 HATTIESBURG, MS 39401
0130457	20.00		SOUTHERN IVY BOUTIQUE LLC 6220 U S HWY 49 HATTIESBURG, MS 39401
0130459	167.52		H2O 20 BROADACRES DR PETAL, MS 39465
0130460	30.00		HATTIESBURG BLDGNG CONTRACTORS INC 5224 HWY 42 STE 5 HATTIESBURG, MS 39401
0130463	20.00		NAIL ACADEMY 2000 114 W FLORENCE AVE SHUBUTA, MS 39360
0130464	20.00	5.40	COMFORT KEEPERS 2111 OAK GROVE RD HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
March 2013

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130481	20.00		WATERPRO SOLUTIONS, LLC 301 HUMBLE AVE., STE 101 HATTIESBURG, MS 39403
0130487	20.00		ART'S TOWING 5582 HWY 42 BYPASS HATTIESBURG, MS 39401
0130489	20.00		AUXILIARY POWER SYSTEMS, INC 944 FALL BRANCH ROAD REMLAP, AL 35133
0130491	150.00	139.50	WALMART SHARED SERVICES #8872 5912 HWY 49, STE C-11 BENTONVILLE, AR 72716
0130498	20.00		CALLAWAY CUSTOM HOMES LLC 71 HONORS LANE HATTIESBURG, MS 39402
0130505	20.00		TRINITY BUILDING CONTRACTORS, LLC 1130 UNIVERSITY BLVD STE B9 TUSCALOOSA, AL 35401
0130506	20.00		SAVVY BRAVADO, LLC 2304 WEST 4TH ST. HATTIESBURG, MS 39401
0130508	20.00		E LEARNING ONLINE US 21 GRENADA DR HATTIESBURG, MS 39401
0130511	20.00		WE BUY GOLD 3416 HARDY ST., STE 120 ABITA SPRINGS, LA 70420
0130523	20.00		SMITH FARM 2014 ROOSEVELT ST. RICHTON, MS 39476
0130524	20.00		NORTHCROSS RESTORATION COMPANY INC. 6099 MORIAH RD. STE 7-A MEMPHIS, TN 38115
0130525	30.00		BON VIE HOMEBUILDERS, LLC 5317 OLD HWY 11, STE 12 HATTIESBURG, MS 39402
0130530	20.00		SOUTHEASTERN CONTRACTING LLC 20 HEGWOOD RD HATTIESBURG, MS 39404

PRIVILEGE LICENSE MONTHLY REPORT
March 2013

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130536	20.00		TACO DEL MAR 5268 OLD HWY 11, STE 15 HATTIESBURG, MS 39402
0130537	20.00		ENVI BOUTIQUE 560 WEATHERSBY RD, STE 190 HATTIESBURG, MS 39402
0130539	30.00		MRS BUTTA BEANS 631 MAIN STREET HATTIESBURG, MS 39401
0130542	10.00		ECOATM, INC 1000 TURTLE CREEK DR SAN DIEGO, CA 92121
0130550	20.00		GERALD BROWN BUILDERS INC 120 LAKEFRONT DR MENDENHALL, MS 39114
0130576	25.00		EVALUEVILLE.COM, INC 123 NEWMAN ST HATTIESBURG, MS 39401
0130596	10.02		SINSATIONS II 156 S PINE DR PASS CHRISTIAN, MS 39571
0130599	80.00		E. T. SERVICES, INC 10105 TUCKER RD OCEAN SPRINGS, MS 39565
0130611	20.00		HUB CITY TAX, LLC 215 BROADWAY DR. STE 65 HATTIESBURG, MS 39401

35 1,082.54 144.90

PRIVILEGE LICENSE MONTHLY REPORT
March 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130390	20.00		L & L LAUNDRY 302 KATIE AVE. HATTIESBURG, MS 39401
0130391	200.00		STUART C. IRBY CO. 1314 W. PINE ST. JACKSON, MS 39215
0130392	90.00		SECURE AUTOMATION 4700 HARDY STREET, SUITE J-1 KNOXVILLE, TN 37902
0130393	20.00	10.80	BRIAN'S AUTOMOTIVE 1915 LAKEVIEW ROAD PETAL, MS 39465
0130394	20.00	8.40	BRIAN'S AUTOMOTIVE 1915 LAKEVIEW ROAD PETAL, MS 39465
0130395	20.00	6.00	BRIAN'S AUTOMOTIVE 1915 LAKEVIEW ROAD PETAL, MS 39465
0130396	20.00	3.60	BRIAN'S AUTOMOTIVE 1915 LAKEVIEW ROAD PETAL, MS 39465
0130398	20.00		EASTSIDE BARBER SHOP 204 EASTSIDE AVE HATTIESBURG, MS 39401
0130399	20.00		UNIQUE CRAFTS 'N' THINGS 1984 JAMES ST. HATTIESBURG, MS 39401
0130401	57.00		AIRGAS USA, LLC 1924 BYRON STREET MARIETTA, GA 30065
0130402	20.00		LIGHTSEY & ASSOCIATES 301 HUMBLE AVE #117 HATTIESBURG, MS 39402
0130403	20.00		NORTH HILLS PLACE APARTMENTS 200 CAHAL STREET HATTIESBURG, MS SOUTH PORTLAND, ME 04106
0130404	80.00		J P M OF MISSISSIPPI, INC. 116 W.L. RUNNELS DR. HATTIESBURG, MS 39401

184 9,494.50 663.87

Total Collection For March

New Licenses	1,082.54
Renewed Licenses	9,494.50
Penalties	808.77
Grand Total	11,385.81

PRIVILEGE LICENSE MONTHLY REPORT
March 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130405	800.00		MARVIN'S, INC. 6888 H/W 49 N LEEDS, AL 35094
0130406	54.00		SLEEP CENTER MEDICINE 101 COURTENAY CIRCLE HATTIESBURG, MS 39401
0130407	20.00		MONDEGREEN GAMES LLC 2903 WILLIAMSBURG ROAD HATTIESBURG, MS 39402
0130408	27.00		G & K SERVICES, CO 7028 HWY 49 N MINNETONKA, MN 55343
0130409	30.00		ROSELAND PARK CEMETARY & 1202 W. 7TH STREET DALLAS, GA 30157
0130410	20.00		JIM COOK & KERZEE PLUMBING 250 DAUPHINE ST. HATTIESBURG, MS 39401
0130411	20.00	3.00	R.E. GRAPHICS & PHOTOGRAPHY 708 MAMIE ST HATTIESBURG, MS 39401
0130412	30.00		ESSCO HEATING & A/C 415 PROVIDENCE STREET HATTIESBURG, MS 39403
0130413	84.00		CONNECTIONS #2 SOUTHERN POINTE PKWY, SUITE 200 HATTIESBURG, MS 39401
0130414	20.00	2.40	MS ARTIFICAL LIMB & BRACE, LLC 6086 HWY 49 SOUTH AUSTIN, TX 78758
0130415	20.00	3.00	T & J INDUSTRIES, LLC 1219 HWY 11 PETAL, MS 39465
0130416	20.00		LIL CAR WASH, INC 1920 BROADWAY DR PURVIS, MS 39475
0130417	250.00		FYE #1948 1000 TURTLE CREEK DR., STE #10 ALBANY, NY 12203

PRIVILEGE LICENSE MONTHLY REPORT
March 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130418	30.00	6.30	LABOR READY 1608 BROADWAY DRIVE H'BURG, MS TACOMA, WA 98401
0130419	30.00		LABOR READY 1608 BROADWAY DRIVE H'BURG, MS TACOMA, WA 98401
0130420	130.00		AIR-SERV GROUP, LLC 808 MAIN ST MENDOTA HEIGHTS, MN 55120
0130421	340.00		CATHERINES #211 4600 HARDY STREET BENSALEM, PA 19020
0130422	30.00		BURNS COOLEY DENNIS, INC. 1402 CORINNE STREET RIDGELAND, MS 39157
0130423	20.00		TREASURE ISLAND 1000 TURTLE CREEK DRIVE SUGAR, TX 77478
0130424	30.00	6.90	A CUT ABOVE 716 JAMES ST. HATTIESBURG, MS 39401
0130425	30.00	3.30	A CUT ABOVE 716 JAMES ST. HATTIESBURG, MS 39401
0130428	20.00		ALLENS TROPHIES, INC. 220 MOBILE ST. HATTIESBURG, MS 39401
0130429	20.00		LAMAR PROPERTY & REALTY, INC 219 S 40TH AVE., STE D PURVIS, MS 39475
0130430	20.00		TROPICAL POOLS & SPA LLC 6414 HWY 98 WEST STE 10 HATTIESBURG, MS 39402
0130431	40.00		JOHN'S CAR CARE 1209 HARDY ST. HATTIESBURG, MS 39401
0130432	440.00		AGRI-AFC 203 WISTERIA DR. HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
March 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130433	126.00		RYANS GRILL BUFFET & BAKERY #2320 6082 US HWY 98 WEST EAGAN, MN 55121
0130435	20.00	4.00	JOHN'S IRONWORKS 114 SCOوبا ST HATTIESBURG, MS 39401
0130436	45.00		MISSISSIPPI MATERIALS CO. 1920 BYRON ST. HATTIESBURG, MS 39404
0130437	25.00	3.00	SOCCER LOCKER & CITY RUNNERS 6098 US HWY 98 WEST SUITE 3 HATTIESBURG, MS 39402
0130438	30.00		SMOOTHIE KING 3705 HARDY ST. STE 30 HATTIESBURG, MS 39402
0130440	20.00	4.60	FLOYD PLUMBING 607 W. 4TH ST HATTIESBURG, MS 39403
0130441	20.00	2.20	FLOYD PLUMBING 607 W. 4TH ST HATTIESBURG, MS 39403
0130443	20.00		SERVICE-ALL REPAIR 144 WOODSTONE HATTIESBURG, MS 39402
0130444	20.00	2.80	L & D PAINTING 29 SHARMONT DR. HATTIESBURG, MS 39402
0130446	20.00	2.20	ANGELLE KEAN INTERIORS 409 4TH AVENUE HATTIESBURG, MS 39402
0130447	20.00		COMPUTER SYSTEMS TECHNOLOGY 205 A SOUTH 40TH AVE HATTIESBURG, MS 39402
0130448	20.00		DIFFERENT DRUMMER PUBLISHING LLC 3904 HARDY ST HATTIESBURG, MS 39404
0130449	20.00		CALYPSO JO'S HAIR & TAN LLC 5295 OLD HWY 11 STE 5 HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
March 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130450	92.50		BIG 10 TIRE COMPANY INC 6895 US HWY 49 HATTIESBURG, MS 39401
0130451	150.00		FERGUSON ENTERPRISES INC. 5115 HWY 42 NEWPORT NEWS, VA 23609
0130452	20.00		NATURAL NAILS, INC. 5295 OLD HWY 11 SUITE 6 HATTIESBURG, MS 39402
0130453	30.00		RAIN FOREST X-PRESS OF H'BURG 1915 ARCADIA HATTIESBURG, MS 39401
0130454	25.00		A TO Z MOBILE HOME SERVICE 7408 HWY 49 NORTH HATTIESBURG, MS 39401
0130455	20.00	4.20	MARKETPLACE ANTIQUES 5360 HWY 49 SOUTH HATTIESBURG, MS 39401
0130456	20.00		MARKETPLACE ANTIQUES 5360 HWY 49 SOUTH HATTIESBURG, MS 39401
0130458	20.00		PINEBELT HEATING & AIR CONDITIONING 692 BONHOMIE RD HATTIESBURG, MS 39401
0130461	20.00		ISLAND RAYZ 2902 HARDY STREET MERIDIAN, MS 39303
0130462	20.00		CHECK EXCHANGE OF MS, INC. 4400 HARDY ST STE A-5 BROOKHAVEN, MS 39603
0130465	20.00	3.00	COMFORT KEEPERS 2111 OAK GROVE RD HATTIESBURG, MS 39402
0130466	32.50		RADIO SHACK #4744 6101 HWY 98 SUITE 10 FT. WORTH, TX 76161
0130467	20.00		EDWARD JONES 5215 OLD HWY 11, STE 70 ST LOUIS, MO 63131

PRIVILEGE LICENSE MONTHLY REPORT
March 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130468	40.00		FASTENAL COMPANY 1517 NORTH MAIN STREET WINONA, MN 55987
0130471	20.00	5.80	BAGGETT PLUMBING CO. 317 RALPH RAWLS ROAD HATTIESBURG, MS 39402
0130472	20.00	3.40	BAGGETT PLUMBING CO. 317 RALPH RAWLS ROAD HATTIESBURG, MS 39402
0130473	20.00	8.00	BAGGETT PLUMBING CO. 317 RALPH RAWLS ROAD HATTIESBURG, MS 39402
0130474	20.00	5.60	BAGGETT PLUMBING CO. 317 RALPH RAWLS ROAD HATTIESBURG, MS 39402
0130475	20.00	3.20	BAGGETT PLUMBING CO. 317 RALPH RAWLS ROAD HATTIESBURG, MS 39402
0130476	20.00	6.20	BAGGETT PLUMBING CO. 317 RALPH RAWLS ROAD HATTIESBURG, MS 39402
0130477	20.00	3.80	BAGGETT PLUMBING CO. 317 RALPH RAWLS ROAD HATTIESBURG, MS 39402
0130478	40.00		MCLELLAND TV CO. INC. 302 BROADWAY DR. HATTIESBURG, MS 39401
0130479	20.00		ACADEMY OF HAIR DESIGN 6333 HWY 49 SUITE 30 JACKSON, MS 39204
0130480	75.00		CITI TRENDS #116 1000 BROADWAY DR SUITE 49 SAVANNAH, GA 31408
0130482	20.00		ALWEST ADVERTISING CO. 1930 COMMERCE LANE STE 1 JUPITER, FL 33458
0130483	30.00		CONEY ISLAND # 1 400 SOUTH MAIN ST. HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
March 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130484	20.00		WISE CARTER CHILD & CARAWAY 601 ADELINE ST. JACKSON, MS 39205
0130485	20.00		ANNIE AMOS ATTORNEY AT LAW 301 HUMBLE AVENUE SUITE 191 RICHTON, MS 39476
0130486	30.00		HARRISON FINANCE COMPANY 5891 U.S. HIGHWAY 49, SUITE D HATTIESBURG, MS 39402
0130488	30.00		BRISTER-STEPHENS, INC. 45 SOLAR COURT MANDEVILLE, LA 70471 MANDEVILLE, LA 70470
0130490	20.00		HALL AUTO SALES 5452 HWY 42 BYPASS HATTIESBURG, MS 39402
0130492	150.00	121.50	WALMART SHARED SERVICES #8872 5912 HWY 49, STE C-11 BENTONVILLE, AR 72716
0130493	150.00	103.50	WALMART SHARED SERVICES #8872 5912 HWY 49, STE C-11 BENTONVILLE, AR 72716
0130494	150.00	85.50	WALMART SHARED SERVICES #8872 5912 HWY 49, STE C-11 BENTONVILLE, AR 72716
0130495	150.00	67.50	WALMART SHARED SERVICES #8872 5912 HWY 49, STE C-11 BENTONVILLE, AR 72716
0130496	150.00	49.50	WALMART SHARED SERVICES #8872 5912 HWY 49, STE C-11 BENTONVILLE, AR 72716
0130499	20.00	9.60	WILLIAM CONNER JR. 611 HIGHLAND AVE. HATTIESBURG, MS 39401
0130500	20.00	7.20	WILLIAM CONNER JR. 611 HIGHLAND AVE. HATTIESBURG, MS 39401
0130501	20.00	4.80	WILLIAM CONNER JR. 611 HIGHLAND AVE. HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
March 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130502	20.00	2.40	WILLIAM CONNER JR. 611 HIGHLAND AVE. HATTIESBURG, MS 39401
0130503	150.00	31.00	WALMART SHARED SERVICES #8872 5912 HWY 49, STE C-11 BENTONVILLE, AR 72716
0130504	20.00		HATTIE'S DRAWERS 413 DEARBORNE ST. HATTIESBURG, MS 39401
0130507	30.00		KUT-UPZ HAIR SALON 3814 W 4TH ST HATTIESBURG, MS 39402
0130509	20.00	4.20	6RAIG'S AIR CONDITIONING & HEATING 1055 SUNRISE RD. PETAL, MS 39465
0130510	20.00		6RAIG'S AIR CONDITIONING & HEATING 1055 SUNRISE RD. PETAL, MS 39465
0130512	20.00		SPEEDY PRINTING/SIGN 1002 HARDY ST. HATTIESBURG, MS 39401
0130513	20.00		DAVID'S SEAFOOD 111 BAGGETT STREET HATTIESBURG, MS 39402
0130514	340.00		FRED'S #1823 5266 OLD HWY 11 SUITE160 MEMPHIS, TN 38118
0130515	32.50		RENT-A-CENTER EAST, INC. RENT A 1000 BROADWAY DR., SUITE 25 PLANO, TX 75024
0130516	30.00		DUKES & DUKES LAW OFFICE 226 W. PINE ST. HATTIESBURG, MS 39403
0130517	30.00		SPEEDEE OIL CHANGE AND TUNE UP 3214 HARDY STREET SLIDELL, LA 70458
0130518	20.00		DUKES, DUKES, KEATING & FANCA, P.A. 100 DUDLEY W. CONNER STREET GULFPORT, MS 39502

PRIVILEGE LICENSE MONTHLY REPORT
March 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130519	20.00	3.20	I FASHION JEWELRY 4600 HARDY ST STE 31 A HATTIESBURG, MS 39402
0130520	20.00	6.00	SERENDIPITY 98 SOUTH 11TH AVENUE HATTIESBURG, MS 39401
0130521	20.00	3.60	SERENDIPITY 98 SOUTH 11TH AVENUE HATTIESBURG, MS 39401
0130526	20.00		WATTS WRECKER SERVICE 458 J.M. TATUM INDUSTRIAL DRIVE PURVIS, MS 39475
0130527	30.00		HUDDLE HOUSE #210 4040 US HWY 11 HATTIESBURG, MS 39402
0130528	20.00		H M P DESIGN 100 PINE ST. HATTIESBURG, MS 39401
0130529	62.50		GENERAL NUTRITION CENTER #5149 1000 TURTLE CREEK DR PITTSBURGH, PA 15222
0130531	20.00		KELLY SERVICES, INC 123 S. 27TH AVE.SUITE C11 DETROIT, MI 48266
0130532	25.00	5.25	GYMBOREE STORE #452 1000 TURTLE CREEK, DR. #740 SAN FRANCISCO, CA 94105
0130533	25.00		GYMBOREE STORE #452 1000 TURTLE CREEK, DR. #740 SAN FRANCISCO, CA 94105
0130534	40.00		RUE 21 24 CROSSCREEK PARKWAY SUITE 20 WARRENDALE, PA 15086
0130535	340.00		ZALE JEWELRY #1776 1000 TURTLE CREEK DR.#340 IRVING, TX 75015
0130538	20.00		FIRST CALL HEATING & AIR LLC 751 EATONVILLE RD HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
March 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130540	75.00		STAR SERVICE INC OF JACKSON 507 N. ACADIAN THRUWAY (BATON ROUGE BYRAM, MS 39272
0130541	20.00		GEORGE MOORE PLUMBING 204 WILLOW STREET PETAL, MS 39465
0130543	20.00	2.20	DOWNTOWN TONSORIAL PARLOR 119 E. PINE ST. HATTIESBURG, MS 39401
0130544	30.00		BAKER DISTRIBUTING COMPANY #920 1519 NORTH MAIN ST. JACKSONVILLE, FL 32203
0130545	20.00	2.60	RED PENGUIN ICE CREAM 5716 HWY 49 HATTIESBURG, MS 39401
0130546	20.00	4.20	LA BAMBA 5385 HWY 42 BYPASS HATTIESBURG, MS 39401
0130547	20.00		LA BAMBA 5385 HWY 42 BYPASS HATTIESBURG, MS 39401
0130548	20.00		MARTINS TOWING & RECOVERY 5582 OLD HWY 42 PETAL, MS 39465
0130549	30.00	3.90	SHIPPERS EXPRESS 7132 HWY 49 NORTH HATTIESBURG, MS 39402
0130551	20.00		THE SNO-HOUSE 500 FLORENCE ST. HATTIESBURG, MS 39402
0130552	30.00		MCELHANEY PLUMBING COMPANY, INC. 501 W. LAUREL AVE. HATTIESBURG, MS 39401
0130553	20.00		LONG LEAF TIMBER COMPANY 1501 ADELINE ST HATTIESBURG, MS 39401
0130554	30.00		SALON 38 102 NORTH 38TH AVENUE HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
March 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130555	20.00		MEADOR HOMESTEAD B & B 6775 HWY 49 HATTIESBURG, MS HATTIESBURG, MS 39402
0130556	32.50	6.82	ANGELLE'S, LLC 5020 HARDY STREET HATTIESBURG, MS 39402
0130557	32.50		ANGELLE'S, LLC 5020 HARDY STREET HATTIESBURG, MS 39402
0130558	20.00	4.20	HAIR AFFAIR 1900 HARDY STREET HATTIESBURG, MS 39401
0130559	20.00		HAIR AFFAIR 1900 HARDY STREET HATTIESBURG, MS 39401
0130560	150.00		COURTESY MOTORS, INC. 1410 W. PINE ST. HATTIESBURG, MS 39403
0130561	20.00		NELSON PLUMBING CONTRACTORS INC 207 CLAIRBORNE ST. CAMDEN, AL 36726
0130562	30.00		RAANES CAPITAL ADVISORS, LLC 109 FAIRFIELD DRIVE, SUITE 109 HATTIESBURG, MS 39402
0130563	20.00		HATTIESBURG TRUCK PARTS 5484 HWY 42 HATTIESBURG, MS 39401
0130564	92.50		HATTIESBURG LIFEWAY #9414 24 CROSS CREEK PARKWAY NASHVILLE, TN 37234
0130565	40.00		TRUCKS UNLIMITED & FARM EQUIPMENT 1507 N. MAIN ST. HATTIESBURG, MS 39401
0130566	20.00		SERENITY NAIL & SPA 24 TURTLE CREEK CROSSING SUITE 190 HATTIESBURG, MS 39402
0130567	20.00	4.20	1ST. CHOICE BAIL BONDING 607 CORRINE ST. STE C-2 HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
March 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130568	20.00		1ST. CHOICE BAIL BONDING 607 CORRINE ST. STE C-2 HATTIESBURG, MS 39401
0130569	20.00		SHARRON'S REFUND READY 607 CORRINE ST C-2 HATTIESBURG, MS 39401
0130570	30.00		THE METROPLEX CENTER 312 GREEN ST. HATTIESBURG, MS 39404
0130571	20.00		REGENCY INN 6518 HWY 49 N HATTIESBURG, MS 39401
0130572	20.00		MARCH HCT 607 CORINNE STREET, SUITE A-2 HATTIESBURG, MS 39401
0130573	20.00		HUB CITY QUIK LUBE & TUNE UP, INC. 6100 U.S. HWY 49 HATTIESBURG, MS 39401
0130574	20.00		FLEET MAINTENANCE EXPRESS 6 BLACKWELL BLVD. HATTIESBURG, MS 39404
0130575	60.00		HOT SHOT EXPRESS INC 6 BLACKWELL BLVD. HATTIESBURG, MS 39404
0130577	20.00		HAROLD KNIGHT SEWING MACHINE INC. 1900 HARDY ST. HATTIESBURG, MS 39401
0130578	20.00		BATTERY WORLD 6152 HWY 98 WEST, STE 20 METAIRIE, LA 70002
0130579	20.00		BICE ADVERTISING, INC. 802 SOUTH 28TH AVE HATTIESBURG, MS 39402
0130580	39.00	3.90	HARTFORD PLACE 705 HALL AVE. HATTIESBURG, MS 39401
0130581	33.00		LANDRY & LEWIS ARCHITECTS, P.A. #1 COMMERCE DR. HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
March 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130582	20.00		SAUL, FRED 731 TATUM CAMP RD. PURVIS, MS 39475
0130583	20.00		TRUCKS PLUS AUTO ACCESSORIES 1102 WEST PINE ST. HATTIESBURG, MS 39401
0130584	20.00		HATTIESBURG CAR TITLE LOAN CO. INC 1910 HARDY ST STE 20A HATTIESBURG, MS 39401
0130585	30.00		TATUM, VIRGINIA ANGELICO, PLLC, DDS 1623 S 28TH AVE HATTIESBURG, MS 39402
0130586	87.00		COLDWELL BANKER, DON NACE, INC. 6184 HWY 98 WEST SUITE 100 HATTIESBURG, MS 39402
0130587	20.00		HATTIESBURG PAYDAY LOAN CO INC 1910 HARDY ST, STE 20B HATTIESBURG, MS 39401
0130588	20.00		INGRAM & ASSOCIATES 2901 ARLINGTON LOOP HATTIESBURG, MS 39404
0130589	20.00		GAMBRELL LAW FIRM, PLLC 713 RONIE ST. HATTIESBURG, MS 39401
0130590	250.00		B & B DISTRIBUTING 1504 COUNTRY CLUB ROAD HATTIESBURG, MS 39401
0130591	20.00		FAST REFUNDS INC. 1319 HARDY ST HATTIESBURG, MS 39401
0130592	20.00		PLAN 9 1000 TURTLECREEK DR. HATTIESBURG, MS 39402
0130593	150.00		REGIONS BANK 130 WEST FRONT STREET HATTIESBURG, MS 39401
0130594	20.00		FORREST GENERAL GIFT SHOP 6051 US HWY 49 HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
March 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130595	150.00		WALMART SHARED SERVICES #8872 5912 HWY 49, STE C-11 BENTONVILLE, AR 72716
0130597	20.00		BRENTWOOD OUTREACH CENTER 5910 HWY 49 SUITE 10 HATTIESBURG, MS 39404
0130598	30.00	6.00	T J LEARNING CENTER "AFTER SCHOOL" 2107 HARDY ST HATTIESBURG, MS 39401
0130600	30.00		ANIMAL MEDICAL CENTER OF H'BURG PA. 3422 HARDY ST. HATTIEBSURG, MS 39402
0130601	30.00		MICROTEL INN & SUITES 105 WESTOVER DRIVE HATTIESBURG, MS 39402
0130602	20.00		COOK'S UNIVERSITY MALL BARBER SHOP 3808 HARDY ST. HATTIESBURG, MS 39401
0130603	20.00		LEGAL VIDEO SOLUTIONS OF MS 103 GREENWOOD PLACE HATTIESBURG, MS 39402
0130604	300.00		HATTIESBURG CYCLES, INC. 6412 H/W 49 NORTH HATTIESBURG, MS 39401
0130605	20.00	3.00	BLOOMS A GARDEN SHOP 127 BUSCHMAN STREET, SUITE 40 HATTIESBURG, MS 39401
0130606	75.00		OXFORD HEALTHCARE 805 W.PINE STREET SUITE B CHICAGO, IL 60602
0130607	20.00	2.40	HAIR BIZ BEAUTY 215 HALL AVE HATTIESBURG, MS 39404
0130608	20.00		TOP NOTCH EMBROIDERY 5687 HWY 49 HATTIESBURG, MS 39401
0130609	20.00		SEASONED WITH LOVE 4010 O'FERRAL ST., STE 150 HATTIESBURG, MS 39404

PRIVILEGE LICENSE MONTHLY REPORT
March 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0130610	20.00		COURTNEY, KARLYNN #2 LAKE HILL HATTIESBURG, MS 39402
0130612	20.00		GRANT'S BODY SHOP 1517 VERNON ST. HATTIESBURG, MS 39401



City of Hattiesburg, MS

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

Master

File Number: 2013-0203

File ID: 2013-0203

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/08/2013

Brief Title: Approve sale of grave spaces

Final Action:

Minute Book Number: MB2013-125

Title:

Approve sale of grave spaces, per attached memo.

Notes:

Sponsors:

Enactment Date:

Attachments: Grave spaces.letter, Cem.deeds.4.16.13,
Cem.deeds.4.16.13 receipts, executed
Cem.deeds.4.16.13

Enactment Number:

Contact:

Meeting Date: 04/16/2013

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/16/2013					

Text of Legislative File 2013-0203

Title

Approve sale of grave spaces, per attached memo.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

TO: CITY COUNCIL

FROM: Robert Harvey, General Manager of Cemeteries

DATE: April 16, 2013

RE: Grave Sells

The following represents the grave spaces sold from February 19, 2013 through April 8, 2013:

Libby Piehet

(2) spaces \$350.00

Southeast Quarter (SE1/4)

Lot 36, Section 31, Highland Cemetery

Michael De-Von Abner

(1) space \$175.00

East Half (E1/2) of the Southeast Quarter (SE1/4)

Lot 88, Section 29, Highland Cemetery

Malissa Hicks

(1) space \$175.00

North Half (N1/2) of the Southwest Quarter (SW1/4)

Lot 70, Section 37, Highland Cemetery

Thelma Jean Tibbs Allgood

(1) space \$175.00

North Half (N1/2) of the Northwest Quarter (NW1/4)

Lot 39, Section 31, Highland Cemetery

Lelier A Bethley

(1) space \$175.00

North Half (N1/2) of the Southeast Quarter (SE1/4)

Lot 48, Section 36, Highland Cemetery

Lamar Gaddis

(1) space \$175.00

South Half (S1/2) of the Southeast Quarter (SE1/4)

Lot 35, Section 34, Highland Cemetery

Joseph and Andrea Wesley

(16) spaces \$2800.00

Lot 84 and Lot 77, Section 37, Highland Cemetery

Jerry and JoAnn Speights
(2) spaces \$350.00
Southeast Quarter (SE1/4)
Lot 91, Section 37, Highland Cemetery

Arabedella B Phillips
(1) space \$175.00
South Half (S1/2) of the Northwest Quarter (NW1/4)
Lot 31, Section 35, Highland Cemetery

Betty Lynette Bolton
(1) space \$175.00
North Half (N1/2) of the Northwest Quarter (NW1/4)
Lot 31, Section 35, Highland Cemetery

Audrey Thames
(1) space \$175.00
South Half (S1/2) of the Southeast Quarter (SE1/4)
Lot 31, Section 35, Highland Cemetery

James Harrell Walters, Sr
(1) space \$175.00
South Half (S1/2) of the Northeast Quarter (NE1/4)
Lot 65, Section 36, Highland Cemetery

Kenneth and Faye Walters
(2) spaces \$350.00
Southwest Quarter (SW1/4)
Lot 91, Section 37, Highland Cemetery

Levi Mora
(1) space \$45.00
Baby Space #124
Lot 5, Section 19, Highland Cemetery

LaTonya McDonald Slater
(1) space \$175.00
South Half (S1/2) of the Southeast Quarter (SE1/4)
Lot 161, Section 25, Highland Cemetery

Essie Booth
(1) space \$175.00
North Half (N1/2) of the Southwest Quarter (SE1/4)
Lot 83, Section 37, Highland Cemetery

Karen Ash

(1) space \$175.00
North Half (N1/2) of the Northeast Quarter (NE1/4)
Lot 18, Section 32, Highland Cemetery

John Cecil Brewer

(1) space \$175.00
South Half (S1/2) of the Southwest Quarter (SW1/4)
Lot 57, Section 35, Highland Cemetery

Addie Evans

(1) space \$175.00
South Half (S1/2) of the Northwest Quarter (NW1/4)
Lot 56, Section 34, Highland Cemetery

Jerry and JoAnn Speights

(4) spaces \$700.00
Northwest Quarter (NW1/4) and Southwest Quarter (SW1/4)
Lot 98, Section 37, Highland Cemetery

Henry L Bethley

(1) space \$175.00
South Half (S1/2) of the Southeast Quarter (SE1/4)
Lot 48, Section 36, Highland Cemetery

C Larry Hamilton

(2) spaces \$350.00
Southwest Quarter (SW1/4)
Lot 62, Section 37, Highland Cemetery

Ralph and Gloria LeFlore

(2) spaces \$350.00
Northwest Quarter (NW1/4)
Lot 61, Section 36, Highland Cemetery

Dauphulene Atkins

(1) space \$175.00
North Half (N1/2) of the Southeast Quarter (SE1/4)
Lot 26, Section 27, Highland Cemetery

John P and Frances Edwards

(2) spaces \$350.00
Northwest Quarter (NW1/4)
Lot 24, Section 30, Highland Cemetery

Sarah Armstrong Spencer

(4) spaces \$700.00

Southwest Quarter (SW1/4)

Lot 16, Section 33, Highland Cemetery and

Northwest Quarter NW1/4)

Lot 23, Section 33, Highland Cemetery

Henry and Dorothy Pettiegrew

(2) spaces \$350.00

Northeast Quarter (NE1/4)

Lot 91, Section 37, Highland Cemetery

Ivory James Simmons, Jr

(1) space \$175.00

South Half (S1/2) of the Southwest Quarter (SW1/4)

Lot 63, Section 37 Highland Cemetery

Winston and Martha Phillips

(10) spaces \$1750.00

Lot 85, Section 36, Highland Cemetery and

Southwest Quarter (SW1/4)

Lot 76, Section 36, Highland Cemetery

Bonnie Webb

(1) space \$175.00

North Half (N1/2) of the Northwest Quarter (NW1/4)

Lot 75, Section 37, Highland Cemetery

Kattie M Moody

(1) space \$150.00

South Half (S1/2) of the Northwest Quarter (NW1/4)

Lot 103, Section 2, South Hill Cemetery

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, Libby Piehet, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE 1/4)

Lot Number 36 Section 31

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 16th day of April, 2013.

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, 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 16th day of, 2013.

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 Michael De-Von Abner, 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 (E1/2) of the Southeast Quarter(SE1/4)

Lot Number 88

Section Number: 29

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 16th day of April, 2013.

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, 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 16th day of April, 2013.

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 Malissa Hicks, 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 (N1/2) of the Southwest Quarter(SW1/4)

Lot Number 70

Section Number: 37

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 16th day of April, 2013.

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, 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 16th day of April, 2013.

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 Thelma Jean Tibbs Allgood, 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 (N1/2) of the Northwest Quarter(NW1/4)

Lot Number 39

Section Number: 31

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 16th day of April, 2013.

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, 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 16th day of April, 2013.

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 Lelier A Bethley, 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 (N1/2) of the Southeast Quarter(SE1/4)

Lot Number 48

Section Number: 36

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 16th day of April, 2013.

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, 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 16th day of April, 2013.

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 Lamar Gaddis, 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(S1/2) of the Southeast Quarter(SE1/4)

Lot Number 35 Section Number: 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 16th day of April, 2013.

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, Johnny L. DuPre 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 16th day of April, 2013.

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 TWO THOUSAND EIGHT HUNDRED AND NO/100 Dollars (\$2,800.00), 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 Joseph and Andrea Wesley, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot Number: 84 & 77 Section Number: 37

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
sixteen (16) 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 16th day of April, 2013.

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, 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 16th day of April, 2013..

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, Jerry and JoAnn Speights, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE 1/4)

Lot Number 91 Section 37

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 16th day of April, 2013.

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, 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 16th day of, 2013.

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 Arebedella B. Phillips, 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 (S1/2) of the Northwest Quarter (NW1/4)

Lot Number 31

Section Number: 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 16th day of April, 2013.

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, 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 16th day of April, 2013.

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 Betty Lynette Bolton, 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(N1/2) of the Northwest Quarter(NW1/4)

Lot Number 31

Section Number: 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 16th day of April, 2013.

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, 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 16th day of April, 2013.

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 Audrey Thames, 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(S1/2) of the Southeast Quarter(SE1/4)

Lot Number 31

Section Number: 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 16th day of April, 2013.

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, 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 16th day of April, 2013.

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 James Harrell Walters, Sr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Northeast Quarter(NE1/4)

Lot Number 65

Section Number: 36

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 16th day of April, 2013.

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, Johnny L. DuPre 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 16th day of April, 2013.

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, Kenneth and Faye Walters, 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 1/4)

Lot Number 91 Section 37

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 16th day of April, 2013.

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, 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 16th day of, 2013.

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 FORTY-FIVE AND NO/100 Dollars (\$45.00), 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 Levi Mora, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #124

Lot Number: 5 Section Number: 19

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 16th day of April, 2013.

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, 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 16th day of April, 2013.

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 LaTonya McDonal Slater, 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(S1/2) of the Southeast Quarter(SE1/4)

Lot Number 161

Section Number: 25

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 16th day of April, 2013.

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, 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 16th day of April, 2013.

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 Essie Booth, 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(N1/2) of the Southwest Quarter(SW1/4)

Lot Number 83

Section Number: 37

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 16th day of April, 2013.

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, 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 16th day of April, 2013.

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 Karen Ash, 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(N1/2) of the Northeast Quarter(NE1/4)

Lot Number 18

Section Number: 32

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 16th day of April, 2013.

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, 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 16th day of April, 2013.

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 Cecil Brewer., 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(S1/2) of the Southwest Quarter(SW1/4)

Lot Number 57

Section Number: 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 16th day of April, 2013.

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, 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 16th day of April, 2013.

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 Addie Evans, 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(S1/2) of the Northwest Quarter(NW1/4)

Lot Number 56

Section Number: 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 16th day of April, 2013.

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, 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 16th day of April, 2013.

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 SEVEN HUNDRED AND NO/100 Dollars (\$700.00), 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 Jerry and JoAnn Speights subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW1/4)

Southwest Quarter (SW1/4)

Lot Number :98

Section Number: 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

four (4) 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 16th day of April, 2013.

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, 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 16th day of April, 2013.

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 Henry L. Bethley, 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(S1/2) of the Southeast Quarter(SE1/4)

Lot Number 48

Section Number: 36

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 16th day of April, 2013.

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, 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 16th day of April, 2013.

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, C Larry Hamilton, 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 1/4)

Lot Number 62 Section 37

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 16th day of April, 2013.

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, 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 16th day of, 2013.

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, Ralph and Gloria LeFlore, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW 1/4)

Lot Number 61 Section 36

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 16th day of April, 2013.

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, 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 16th day of, 2013.

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 Dauphauzene Atkins, 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(N1/2) of the Southeast Quarter(SE1/4)

Lot Number 26

Section Number: 27

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 16th day of April, 2013.

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, 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 16th day of April, 2013.

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, John P. and Frances Edwards, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW 1/4)

Lot Number 24 Section 30

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 16th day of April, 2013.

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, 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 16th day of, 2013.

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 SEVEN HUNDRED AND NO/100 Dollars (\$700.00), 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 Saraj Armstrong Spencer 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 (SW1/4)
Lot 16 Section 33

Northwest Quarter (NW1/4)
Lot 23 Section 33

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing four (4) 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 16th day of April, 2013.

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, 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 16th day of April, 2013.

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, Henry and Dorothy Pettiegrew, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE 1/4)

Lot Number 91 Section 31

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 16th day of April, 2013.

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, 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 16th day of, 2013.

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 Ivory James Simmons, Jr., 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(S1/2) of the Southwest Quarter(SW1/4)

Lot Number 63

Section Number: 37

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 16th day of April, 2013.

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, 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 16th day of April, 2013.

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 THOUSAND SEVEN HUNDRED AND FIFTY Dollars (\$1,750.00), 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 Winston and Martha Phillips, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot Number 85 Section Number: 36
and

Lot Number: 76 Section Number: 36

Southwest Quarter (SW 1/4)

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
ten (10) 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 16th day of April, 2013.

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, 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 16th day of April, 2013.

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 Bonnie Webb, 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(N1/2) of the Northwest Quarter(NW1/4)

Lot Number 75

Section Number: 37

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 16th day of April, 2013.

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, 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 16th day of April, 2013.

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 Kattie M. Moody, 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 Number: 103

Section Number: 2

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 16th day of April, 2013.

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, 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 16th day of April, 2013.
My Commission Expires:

NOTARY PUBLIC

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

mail to:
3016 Dalmation Drive
Hope Mills, NC 28348

Hattiesburg, Miss. 2-19-2013

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SE 1/4 Lot No. 36 Section No. 31 in Highland Cemetery

Number of grave spaces 2

Price per grave space \$ 175.00

Price Received \$

350.00
check - Regions
0184648694

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

mail to:
3720 W Tropicana Ave #9
Las Vegas, NV 89103

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss. 2-26-2013

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 SE 1/4 Lot No. 88 Section No. 29 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$

175.00
check 1257

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

mail to:
676 Monroe Rd
Hattiesburg, MS 39401

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss. 3-1-2013

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 70 Section No. 37 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$

175.00
check 124

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

mail 101

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

PO Box 1771

Prentiss, MS 39474

Hattiesburg, Miss. 3-4-2013

SOLD TO:

Mr. Mrs. Miss

Thelma Jean Tibbs Allgood

ADDRESS

805 Hardy St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 39 Section No. 31 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$

Price Received \$

175.00

check 7857

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss. 3-5-2013

SOLD TO:

Mr. Mrs. Miss

Delier A Bethley

ADDRESS

302 Fairway Dr Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 48 Section No. 36 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss. 3-13-2013

SOLD TO:

Mr. Mrs. Miss

Lamar Gaddis

ADDRESS

711 Ellis Ave Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 35 Section No. 34 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 3-14- 2013

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 1/4 Lot No. 84 and 16 Lot 77 Section No. 37 in Highland Cemetery

Number of grave spaces 16

Price per grave space \$ 175.00

Price Received \$ 2800.00

check 4493

CITY OF HATTIESBURG, MISSISSIPPI

By

Malyn K Hinton
Supt. of City Cemeteries

mail to:

10 Vermont Pointe
Hattiesburg, MS 39402

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 3-14- 2013

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

SE 1/4 Lot No. 91 Section No. 37 in Highland Cemetery

Number of grave spaces 2

Price per grave space \$ 175.00

Price Received \$ 350.00

check 9079

CITY OF HATTIESBURG, MISSISSIPPI

By

Malyn K Hinton
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 3-15- 2013

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

SW 1/4 Lot No. 31 Section No. 35 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Malyn K Hinton
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 3/15/ 2013

SOLD TO:

Mr. Mrs. Miss

Betty Lynette Bolton
ADDRESS 102 Warwick Place Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 31 Section No. 35 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.⁰⁰

Price Received \$

175.⁰⁰
check 1048

CITY OF HATTIESBURG, MISSISSIPPI

By

Adelyn K Hinton
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 3-15- 2013

SOLD TO:

Mr. Mrs. Miss

Andray Thomas
ADDRESS 102 Warwick Place Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 31 Section No. 35 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.⁰⁰

Price Received \$

175.⁰⁰
cash

CITY OF HATTIESBURG, MISSISSIPPI

By

Adelyn K Hinton
Supt. of City Cemeteries

mail to:

PO Box 100
Petal MS 39402

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 3-16- 2013

SOLD TO:

Mr. Mrs. Miss

James Harrell Walters, Sr
ADDRESS 7836 US Hwy 49 N Lot #9 Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 65 Section No. 36 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.⁰⁰

Price Received \$

175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By

Adelyn K Hinton
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

20 Friend Rd
Hattiesburg, MS 39402
Hattiesburg, Miss., 3-18-2013

SOLD TO: Mr. Mrs. Miss Kenneth and Faye Walters
ADDRESS 1901 19th Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW 1/4 Lot No. 91 Section No. 37 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00
check 3273

CITY OF HATTIESBURG, MISSISSIPPI
By Madelyn K Hinton
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss. 3-18-2013

SOLD TO: Mr. Mrs. Miss Levi Mora
ADDRESS 710 Hall Avenue Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 S 1/2 Lot No. 5 Section No. 19 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 45.00

Price Received \$ 45.00
check 2458

CITY OF HATTIESBURG, MISSISSIPPI
By Madelyn K Hinton
Supt. of City Cemeteries

Mail to:
22 Overton Rd
Petal, MS 39465

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss. 3-18-2013

SOLD TO: Mr. Mrs. Miss LeTonya McDonald Slater
ADDRESS 5252 Hwy 49 Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 161 Section No. 25 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI
By Madelyn K Hinton
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 3-19- 2013

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 83 Section No. 37 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By

Dalyn K Hunter
Supt. of City Cemeteries

Mail to:

PO Box 1446

Hattiesburg MS 39403

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE 1/4 Lot No. 18 Section No. 32 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

check 6060

CITY OF HATTIESBURG, MISSISSIPPI

By

Dalyn K Hunter
Supt. of City Cemeteries

mail to:

29 Fuller Trail
Petal, MS 39465

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 57 Section No. 35 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By

Dalyn K Hunter
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 3-20 2013

SOLD TO:

Mr. Mrs. Miss Addie Evans

ADDRESS 1220 Dewey St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

5 ^{1/2} NW ^{1/4} Lot No. 56 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175⁰⁰

Price Received \$ 175⁰⁰

Check # 10179

CITY OF HATTIESBURG, MISSISSIPPI

By Joh H Williams
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Maid to:
10 Clermont Point
Hattiesburg MS 39402

Hattiesburg, Miss., 3-25 2013

SOLD TO:

Mr. Mrs. Miss Jerry and JoAnn Speights

ADDRESS 1203 North 34 Ave Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

- ^{1/2} NW ^{1/4} Lot No. 98 Section No. 37 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ #175⁰⁰

Price Received \$ 700⁰⁰

ch #9096

CITY OF HATTIESBURG, MISSISSIPPI

By Joh H Williams
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 3 26 2013

SOLD TO:

Mr. Mrs. Miss Henry L Bethley

ADDRESS 302 Fairway Dr. Hattiesburg MS 3940

desires to purchase the grave space described below, subject to Cemetery regulations.

5 ^{1/2} SE ^{1/4} Lot No. 48 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175⁰⁰

Price Received \$ 175⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 3 26 20 13

SOLD TO:

Mr.. Mrs. Miss C. Larry Hamilton
ADDRESS 10 Longwood place Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW 1/4 Lot No. 62 Section No. 37 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By Joh H Williams
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 3-27- 20 13

SOLD TO:

Mr.. Mrs. Miss Ralph and Gloria deFlore
ADDRESS 318 Eastside Ave Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 61 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Malyn K. Hutton
Supt. of City Cemeteries

mail to:

45 Pine St.

Hattiesburg, MS 39402

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 3-28 20 13

SOLD TO:

Mr.. Mrs. Miss Dauph aulene Atkins
ADDRESS 702 Whitney Apt B Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 26 Section No. 27 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

A. H. Hutton

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

25 Rebecca Lane
Hattiesburg, MS 39402

Hattiesburg, Miss., 3-28-2013

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 24 Section No. 30 in Highland Cemetery

Number of grave spaces 2

Price per grave space \$ 175.00

Price Received \$

350.00
check 5156

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4-2-2013

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

SW 1/4 Lot No. 16 Section No. 33 in Highland Cemetery

Number of grave spaces 4

Price per grave space \$ 175.00

Price Received \$

700.00
check 3583

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4-4-2013

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NE Lot No. 91 Section No. 37 in Highland Cemetery

Number of grave spaces 2

Price per grave space \$ 175.00

Price Received \$

350.00
17 11 11

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 4-4- 2013

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 63 Section No. 37 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

check 6091

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 4-5- 2013

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

SW ⁽¹⁾ 1/4 Lot No. 76 Section No. 36 in Highland Cemetery

Number of grave spaces 10

Price per grave space \$ 175.00

Price Received \$ 1750.00

check 7128

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 4-8 2013

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 75 Section No. 37 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4-1- 2013

SOLD TO:

Mr. Mrs. Miss

Katie M Moody

ADDRESS

5753 Hwy 49 Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 103 Section No. 2 in South Hill Cemetery

Number of grave spaces 1

Price per grave space \$ 150⁰⁰

Price Received \$

150⁰⁰

check 6077

CITY OF HATTIESBURG, MISSISSIPPI

By

Adalyn K. Hunter
Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of 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, Libby Piehet, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE 1/4)

Lot Number 36 Section 31

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

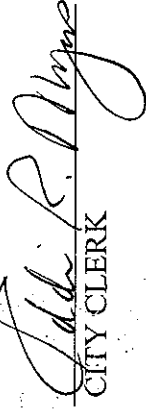
Two Grave space (s).

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.

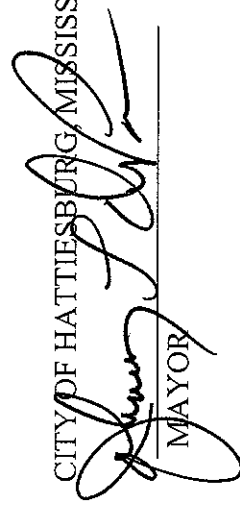
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

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 16th day of April, 2013.

ATTEST:


CITY CLERK

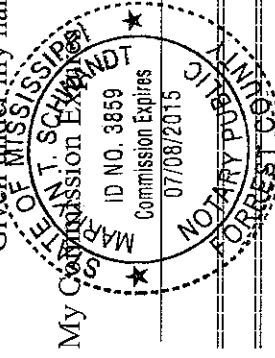
(SEAL)

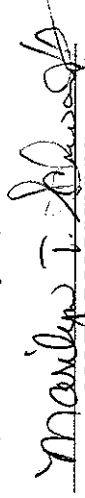

CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre 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 16th day of, 2013.




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 Michael De-Von Abner, 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 (E1/2) of the Southeast Quarter(SE1/4)

Lot Number 88

Section Number: 29

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 16th day of April, 2013.

ATTEST:

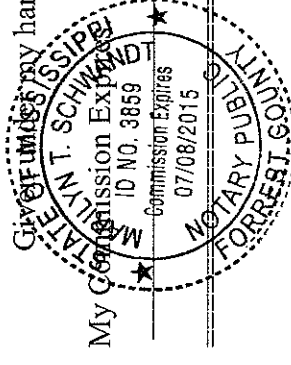
Eddie R. Myers
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
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, 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.



NOTARY PUBLIC

Marlyn T. Schwabe

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 Malissa Hicks, 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 (N1/2) of the Southwest Quarter (SW1/4)

Lot Number 70

Section Number: 37

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 16th day of April, 2013.

ATTEST:

Eddie R. Myers
CITY CLERK

(S E A L)

CITY OF HATTIESBURG, MISSISSIPPI

Johnny L. DuPree
MAYOR

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 16th day of April, 2013.

My Commis
ID NO. 3859
Commission Expires
07/08/2015
NOTARY PUBLIC
FORREST CO.

NOTARY PUBLIC

Malissa T. Hicks

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 Thelma Jean Tibbs Allgood, 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 (N1/2) of the Northwest Quarter (NW1/4)

Lot Number 39

Section Number: 31

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 16th day of April, 2013.

ATTEST:

Eddie R. Myers
CITY CLERK

(S E A L)

CITY OF HATTIESBURG, MISSISSIPPI

Johnny L. DuPree
MAYOR

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.

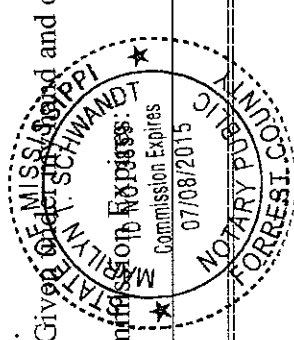
Given under my hand and official seal of office on this, the 16th day of April, 2013.

My Commission Expires:

07/08/2015

NOTARY PUBLIC

Malvin T. Schwandt



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 Lelie A Bethley, 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 (N1/2) of the Southeast Quarter (SE 1/4)

Lot Number 48

Section Number: 36

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 16th day of April, 2013.

ATTEST:

Eddie R. Myers
CITY CLERK

(S E A L)

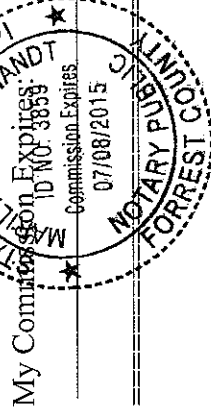
CITY OF HATTIESBURG, MISSISSIPPI

Johnny L. DuPree
MAYOR

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 16th day of April, 2013.



NOTARY PUBLIC

Marilyn T. Schwartz

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 Lamar Gaddis, 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 (S1/2) of the Southeast Quarter (SE1/4)

Lot Number 35

Section Number: 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 16th day of April, 2013.

ATTEST:

Eddie R. Myers
CITY CLERK

(S E A L)

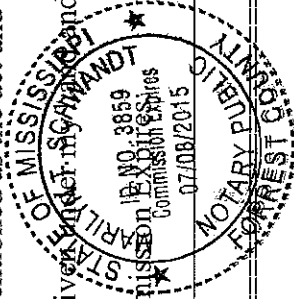
CITY OF HATTIESBURG, MISSISSIPPI

Johnny L. DuPre
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre 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 16th day of April, 2013.



My Commission Expires 07/08/2015
NOTARY PUBLIC

Marilyn T. Schwanoff

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 TWO THOUSAND EIGHT HUNDRED AND NO/100 Dollars (\$2,800.00), 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 Joseph and Andrea Wesley, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot Number: 84 & 77 Section Number: 37

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
sixteen (16) 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 16th day of April, 2013.

ATTEST:

Eddie R. DuPre
CITY CLERK

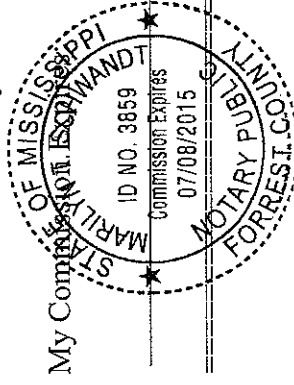
CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPre
MAYOR

(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, Johnny L. DuPre 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 16th day of April, 2013..



Marilyn T. Schwandt
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, Jerry and JoAnn Speights, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE 1/4)

Lot Number 91 Section 37

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 16th day of April, 2013.

ATTEST:


CITY CLERK

(S E A L)

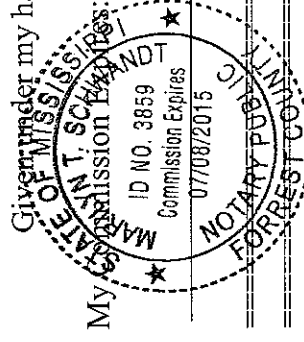
CITY OF HATTIESBURG, MISSISSIPPI

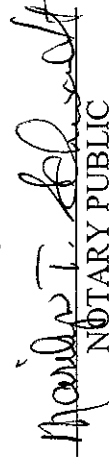
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, 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 16th day of, 2013.




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 Arebedella B. Phillips, 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 (S1/2) of the Northwest Quarter (NW1/4)

Lot Number 31

Section Number: 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 16th day of April, 2013.

ATTEST:

Eddie R. Myers
CITY CLERK

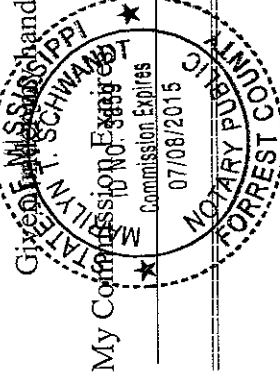
(S E A L)

CITY OF HATTIESBURG, MISSISSIPPI

Johnny L. DuFree
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree 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.



NOTARY PUBLIC

Marilyn T. Schwaner

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 Betty Lynette Bolton, 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(N1/2) of the Northwest Quarter(NW1/4)

Lot Number 31

Section Number: 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 16th day of April, 2013.

ATTEST:

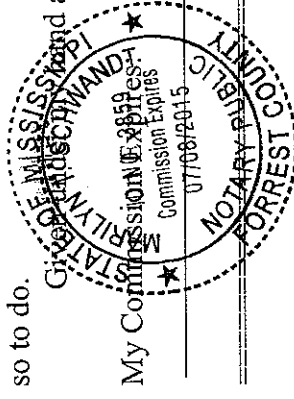
Eddie R. Myers
CITY CLERK

Johnny L. Myers
CITY OF HATTIESBURG, MISSISSIPPI
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, 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 forgoing 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 HAND and official seal of office on this, the 16th day of April, 2013.

NOTARY PUBLIC

Marlynn T. Blum

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 Audrey Thames, 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(S1/2) of the Southeast Quarter(SE1/4)

Lot Number 31

Section Number: 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 16th day of April, 2013.

ATTEST:

Eddie R. Myers
CITY CLERK

Johnny L. DuPree
CITY OF HATTIESBURG, MISSISSIPPI
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, 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 16th day of April, 2013.



NOTARY PUBLIC

Marlyn T. Schwardt

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 James Harrell Walters, Sr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Northeast Quarter(NE1/4)

Lot Number 65

Section Number: 36

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 16th day of April, 2013.

ATTEST:

Eddie R. DuPre
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
James R. Walters
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, Johnny L. DuPre 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 16th day of April, 2013.



NOTARY PUBLIC

Mark T. Schmidt

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, Kenneth and Faye Walters, 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 1/4)

Lot Number 91 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

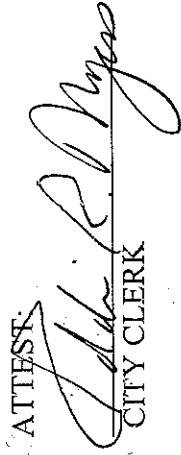
Two Grave space (s).

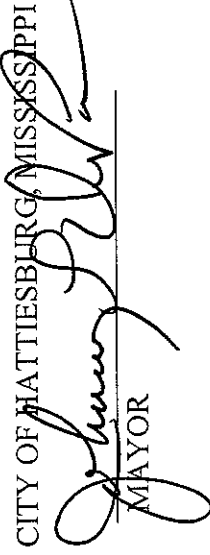
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and 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 16th day of April, 2013.

ATTEST:


CITY CLERK

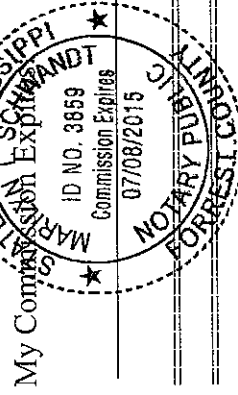
CITY OF HATTIESBURG, MISSISSIPPI

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, Johnny L. DuPre 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 16th day of, 2013.




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 FORTY-FIVE AND NO/100 Dollars (\$45.00), 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 Levi Mora, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #124

Lot Number: 5

Section Number: 19

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 16th day of April, 2013.

ATTEST:

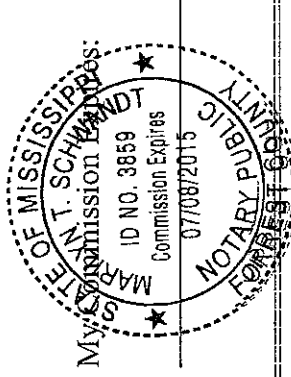
Eddie R. Myers
CITY CLERK

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 16th day of April, 2013.



NOTARY PUBLIC

Marilyn T. Schmitt

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 LaTonya McDonal Slater, 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(S1/2) of the Southeast Quarter(SE1/4)

Lot Number 161

Section Number: 25

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 16th day of April, 2013.

ATTEST:

Eddie R. Myers
CITY CLERK

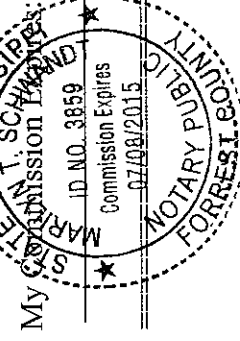
CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
MAYOR

(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, 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 16th day of April, 2013.



NOTARY PUBLIC

Marlynn T. Schmidt

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 Essie Booth, 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(N1/2) of the Southwest Quarter(SW1/4)

Lot Number 83

Section Number: 37

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 16th day of April, 2013.

ATTEST:

Eddie R. Myers
CITY CLERK

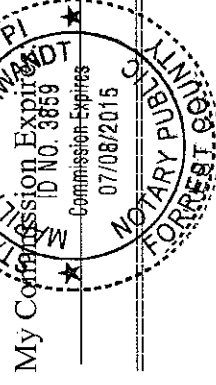
Johnny L. DuPree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(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, 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 16th day of April, 2013.



NOTARY PUBLIC

Mary T. Hensley

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 Karen Ash, 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(N1/2) of the Northeast Quarter(NE1/4)

Lot Number 18

Section Number: 32

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 16th day of April, 2013.

ATTEST:

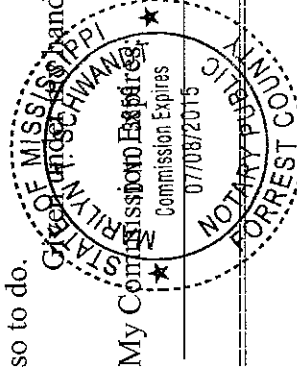
Eddie R. Myers
CITY CLERK

(S E A L)

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
MAYOR

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.



NOTARY PUBLIC

Marilyn T. Schwartz

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 Cecil Brewer, 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(S1/2) of the Southwest Quarter(SW1/4)

Lot Number 57

Section Number: 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 16th day of April, 2013.

ATTEST:

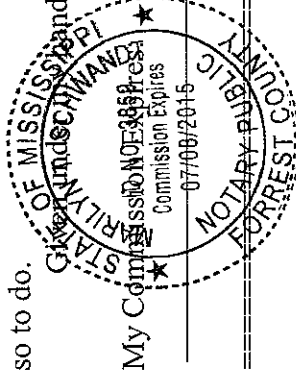
Eddie R. DuFree
CITY CLERK

Johnny L. DuFree
CITY OF HATTIESBURG, MISSISSIPPI
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, Johnny L. DuFree 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 16th day of April, 2013.

NOTARY PUBLIC

Marilyn T. Church

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 Addie Evans, 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(S1/2) of the Northwest Quarter(NW1/4)

Lot Number 56

Section Number: 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 16th day of April, 2013.

ATTEST:

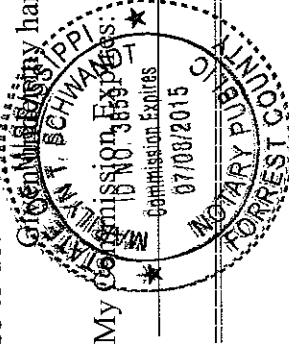
Eddie R. Myers
CITY CLERK

Johnny L. DuPree
CITY OF HATTIESBURG, MISSISSIPPI
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, 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.



NOTARY PUBLIC

Marlynn T. Edwards

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 SEVEN HUNDRED AND NO/100 Dollars (\$700.00), 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 Jerry and JoAnn Speights subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW1/4)

Southwest Quarter (SW1/4)

Lot Number :98

Section Number: 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

four (4) 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.

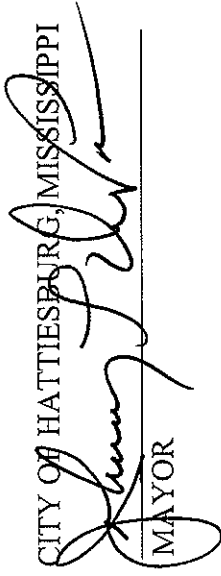
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

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 16th day of April, 2013.

ATTEST:

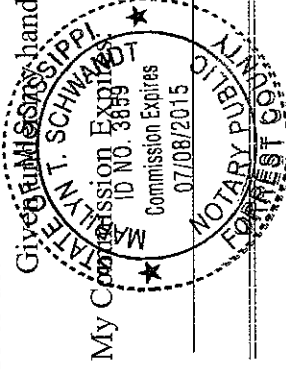

CITY CLERK

(S E A L)


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, 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 16th day of April, 2013.


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 Henry L. Bethley, 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(S1/2) of the Southeast Quarter(SE1/4)

Lot Number 48 Section Number: 36

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 16th day of April, 2013.

ATTEST:

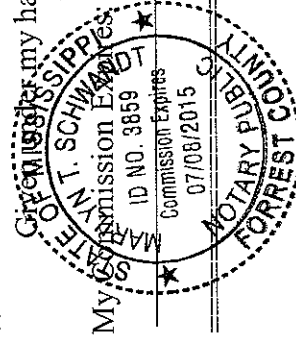
Eddie R. Myers
CITY CLERK

Johnny L. Myers
CITY OF HATTIESBURG, MISSISSIPPI
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, 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.



NOTARY PUBLIC

Marly T. Schwartz

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, C Larry Hamilton, 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 1/4)

Lot Number 62 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

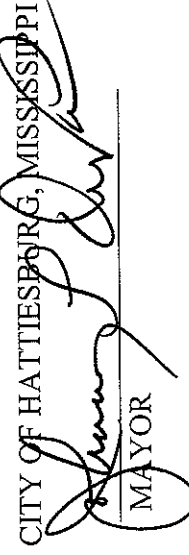
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and 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 16th day of April, 2013.

ATTEST:

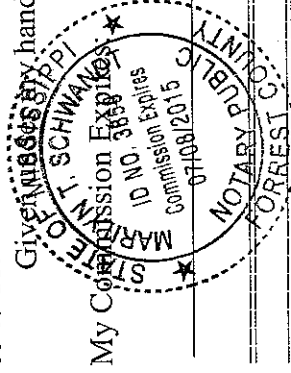

CITY CLERK


CITY OF HATTIESBURG, MISSISSIPPI
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, 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.




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, Ralph and Gloria LeFlore, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW 1/4)

Lot Number 61 Section 36

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 16th day of April, 2013.

ATTEST:

Eddie R. Myers
CITY CLERK

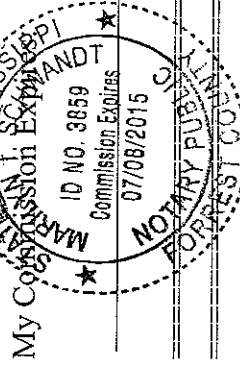
CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPre
MAYOR

(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, Johnny L. DuPre 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 16th day of, 2013.



Makesan T. Scheidt
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 Dauphauzene Atkins, 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(N1/2) of the Southeast Quarter(SE1/4)

Lot Number 26

Section Number: 27

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 16th day of April, 2013.

ATTEST:

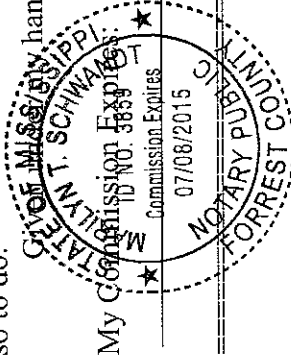
Eddie R. Myers
CITY CLERK

Johnny L. DuPree
CITY OF HATTIESBURG, MISSISSIPPI
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, 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.



NOTARY PUBLIC

Kathleen T. Schwartz

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, John P and Frances Edwards, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW 1/4)

Lot Number 24 Section 30

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

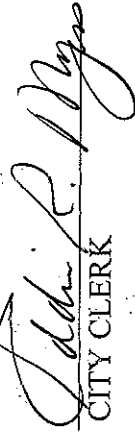
Two Grave space (s).

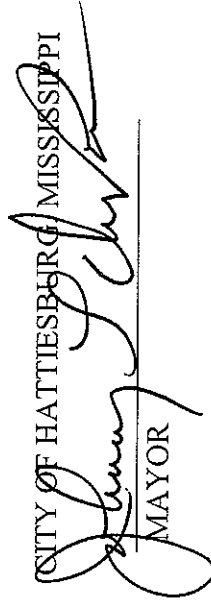
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and 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 16th day of April, 2013.

ATTEST:


CITY CLERK

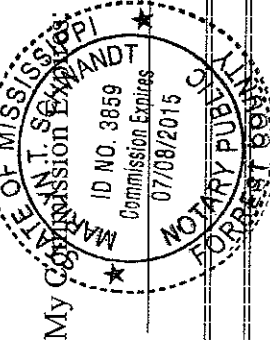

CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

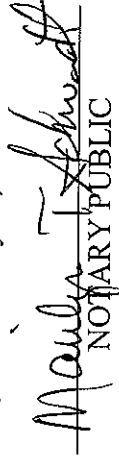
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, 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 16th day of, 2013.




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 SEVEN HUNDRED AND NO/100 Dollars (\$700.00), 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 Saraj Armstrong Spencer 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 (SW1/4)
Lot 16 Section 33

Northwest Quarter (NW1/4)
Lot 23 Section 33

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
four (4) 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 16th day of April, 2013.

ATTEST:

Eddie R. Myers
CITY CLERK

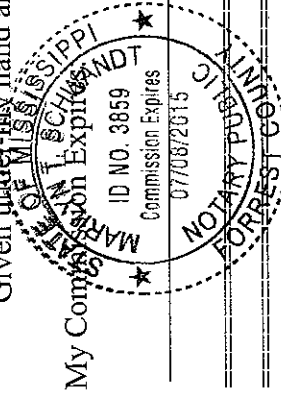
(S E A L)

Johnny L. DuPree
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, 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 16th day of April, 2013.



Maury T. Schwartz
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, Henry and Dorothy Pettigrew, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE 1/4)

Lot Number 91 Section 31

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

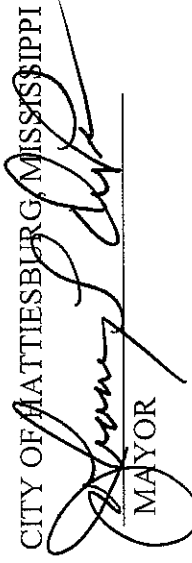
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and 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 16th day of April, 2013.

ATTEST:


CITY CLERK

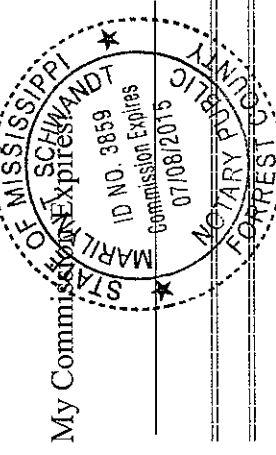

CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

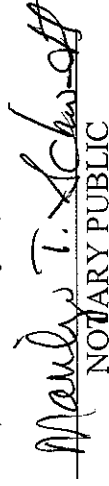
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, 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 16th day of, 2013.




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 Ivory James Simmons, Jr., 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(S1/2) of the Southwest Quarter(SW1/4)

Lot Number 63

Section Number: 37

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 16th day of April, 2013.

ATTEST:

Eddie R. Myers
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

Johnny L. DuPree
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, 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 16th day of April, 2013.

My Commission Expires
07/08/2015

NOTARY PUBLIC

Marilyn T. Schwartz

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 THOUSAND SEVEN HUNDRED AND FIFTY Dollars (\$1,750.00), 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 Winston and Martha Phillips, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot Number 85 Section Number: 36
and

Lot Number: 76 Section Number: 36

Southwest Quarter (SW 1/4)

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
ten (10) 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 16th day of April, 2013.

ATTEST:

Eddie R. DuPree
CITY CLERK

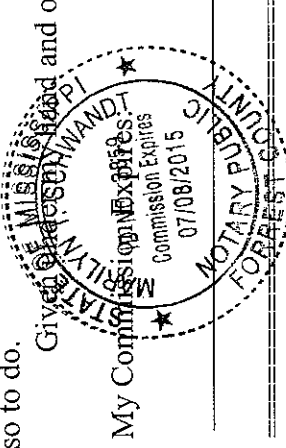
CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
MAYOR

(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, 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 16th day of April, 2013.



Johnny L. DuPree
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 Bonnie Webb, 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(N1/2) of the Northwest Quarter(NW1/4)

Lot Number 75

Section Number: 37

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 16th day of April, 2013.

ATTEST:

Eddie R. Myers
CITY CLERK

Johnny L. DuPree
CITY OF HATTIESBURG, MISSISSIPPI
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, 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 16th day of April, 2013.

My Commission Expires 07/08/2015
NOTARY PUBLIC
FORREST COUNTY, MISSISSIPPI
MARTIN L. SCHWANDT

NOTARY PUBLIC

Marilyn T. Schwandt

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 Kattie M. Moody, 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 Number: 103

Section Number: 2

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 16th day of April, 2013.

ATTEST:

Eddie R. Myers
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
MAYOR

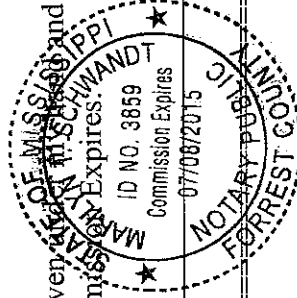
(SEAL)

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 16th day of April, 2013.

My Commission Expires:



Martha T. Williams
NOTARY PUBLIC



City of Hattiesburg, MS

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

Master

File Number: 2013-0200

File ID: 2013-0200

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/06/2013

Brief Title: Proof of publication

Final Action:

Minute Book Number: MB2013-125

Title:

Acknowledge Proofs of Publications for month of February and March 2013.

Notes:

Sponsors:

Enactment Date:

Attachments: Publications Feb 2013

Enactment Number:

Contact:

Meeting Date: 04/16/2013

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/16/2013					

Text of Legislative File 2013-0200

Title

Acknowledge Proofs of Publications for month of February and March 2013.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

2/2/2013
2/2/2013
2/2/2013
2/9/2013

Size: 352 words / 1.00 col. x 81.00 lines

Published: 2 time(s)

Total: \$86.69

Signed

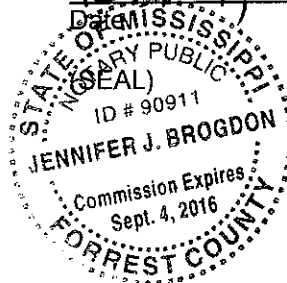
Authorized Clerk of

The Hattiesburg American

SWORN to and subscribed before me on 2/9/2013.

Notary Public

Feb 9 2013



PASTE PROOF HERE

H12998
CITY OF HBURG,
0200427990
Term Bids

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 21, 2013, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies, to-wit:

ITEM #14 STREET MARKING SIGNS AND SIGN POSTS

ITEM #17 UNIFORMS FOR THE HATTIESBURG FIRE DEPARTMENT

ITEM #25 CONCRETE & BRICK TRANSPORTATION STRUCTURES

ITEM #36 ASPHALT (HOT MIX) AND SAND ASPHALT

ITEM #38 CRUSHED CONCRETE

ITEM #39 MAT RENTAL SERVICE

The above shall 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. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID@ and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

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 22nd day of January, 2013.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R. Myers/s/

CITY CLERK
(SEAL)

Publish: February 2, 2013
& February 9, 2013
0200427990-01

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

KATHY BULLOCK

H12998
CITY OF HBURG,
0200427996
Term Bids

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

2/2/2013
2/2/2013
2/2/2013
2/9/2013

Size: 577 words / 1.00 col. x 152.00 lines

Published: 2 time(s)

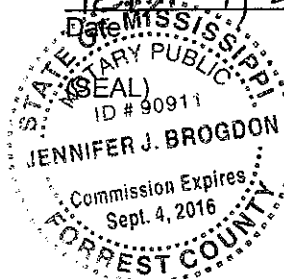
Total: \$136.19

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/9/2013.

Jennifer J. Brogdon
Notary Public

Feb. 9, 2013



NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 28, 2013, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies during the period beginning April 11, 2013, to-wit:

ITEM #4 ROUND WIDE BOTTOM PLASTIC WATER METER BOX WITH IRON RING AND LOCKING COVER FOR THE HATTIESBURG WATER DEPARTMENT

ITEM #5 DUCTILE IRON, MECHANICAL JOINT GATE VALVES

ITEM #6 TWO WAY FIRE HYDRANTS

ITEM #7 THREE WAY FIRE HYDRANTS

ITEM #8 STAINLESS STEEL FULL CIRCLE REPAIR CLAMPS

ITEM #9 SLEEVES, VARIOUS PIPE FITTINGS AND MAINTENANCE SUPPLIES

ITEM #13 SODIUM FLUOROSILICATE

ITEM #14 SODIUM FLUORIDE

ITEM #16 PVC SOLID WALL PIPE SDR RUBBER GASKET

ITEM #27 BRASS BALL VALVES, BRASS ANGLE BALL METER VALVES, AND BRASS METER COUPLINGS

ITEM #29 RECTANGULAR PLASTIC WATER METER BOX WITH RECTANGULAR PLASTIC LID

ITEM #30 METER RISERS

ITEM #31 REPLACEMENT PLASTIC METER LIDS FOR ROUND WIDE BOTTOM PLASTIC WATER METER BOXES

ITEM #32 20X15X12 HDPE STRUCTURAL FOAM BOX WITH CI READER

ITEM #33 BRASS RESETTER RISER

ITEM #34 10X15X12 FLARED WALL COMPOSITE METER BOX

ITEM #35 13X24X12 FLARED WALL COMPOSITE METER BOX

ITEM #36 BRONZE FLANGED PLATE STRAINERS

ITEM #37 EPOXY COATED STEEL FLANGED PLATE STRAINER

ITEM #38 1" BRASS RESETTER V44

ITEM #39 COLD WATER AMR METERS IN VARIOUS SIZES

ITEM #40 AUTOMATED METER READING TRANSMITTER

The above shall 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. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word ASID@ and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

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 22nd day of January, 2013.

CITY OF HATTIESBURG, MISSISSIPPI

By: Eddie R Myers/s/

CITY CLERK
(S E A L)

Publish: February 2, 2013
& February 9, 2013

0200427996-01

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200428663
Lease of 2013 Wheel Loader Backhoe

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 21, 2013, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

12 MONTH LEASE ON A
NEW CURRENT MODEL
2013 WHEEL LOADER
BACKHOE.

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.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID® and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 8th day of January 2013.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R. Myers/s/
CITY CLERK

(SEAL)

Publish: February 2 & 9,
2013

0200428663-01 +

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

2/2/2013

2/2/2013

2/2/2013

2/9/2013

Size: 260 words / 1.00 col. x 59.00 lines

Published: 2 time(s)

Total: \$66.45

Signed

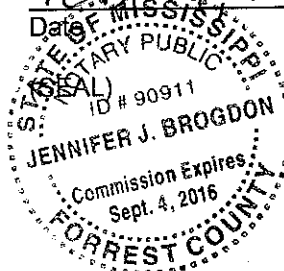
Authorized Clerk of

The Hattiesburg American

SWORN to and subscribed before me on 2/9/2013.

Notary Public

Feb 9 2013



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

082285.6150

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200429254
HOUSING AND COMMUNITY
DEVELOPMENT PROGRA

SBURG AMERICAN

NOTICE OF
AVAILABILITY, PUBLIC
HEARING, AND
PUBLIC COMMENT
PERIOD REGARDING:
2012 CONSOLIDATED
ANNUAL PERFORMANCE
AND EVALUATION
REPORT FOR HOUSING
AND COMMUNITY
DEVELOPMENT
PROGRAMS

ATTENTION: ALL
HATTIESBURG,
MISSISSIPPI RESIDENTS

The City of Hattiesburg,
Mississippi, as required by
the U.S. Department of
Housing and Urban
Development, has prepared
a DRAFT 2012
Consolidated Annual
Performance and
Evaluation Report
(CAPER). The report
provides details on the
activities proposed and
completed during the 2012
program year using
Community Development
Block Grant (CDBG) and
HOME Investment
Partnerships Program
(HOME) entitlement funds.

The draft report will be
available for review
beginning February 8,
2013, between the hours of
8:00 a.m. and 5:00 p.m.,
Monday through Friday,
until 5 p.m. March 15, 2013,
at the following locations:

City Hall Hattiesburg
Public Library Forrest
County Court House
200 Forrest Street 3 2 9
Hardy Street 641 Main
Street
City Clerk's Office
Hattiesburg, MS 39401
Hattiesburg, MS
39401
Hattiesburg, MS 39401

Jackie Dole Sherrill C.E.
Roy Community Center
Community Center 3 0 0
East 5th Street
220 W. Front Street
Hattiesburg, MS 39401

Hattiesburg, MS 39401

NOTICE is hereby given
that the City of Hattiesburg
Department of Federal &
State Programs has
scheduled a public hearing
for Tuesday, February 26,
2013 at 5:30 p.m. in the
City Council Chambers of
City Hall for the purpose of
affording citizens of
Hattiesburg an opportunity
to comment on the Draft
CAPER.

Comments related to the
performance report may be
mailed to the attention of
Andrew Ellard at the
Department of Federal and
State Programs, City of
Hattiesburg, P.O. Box
1896, Hattiesburg,
Mississippi 39403-1896, or
delivered to City Hall, First
Floor, Department of
Federal and State
Programs, 200 Forrest
Street. Comments will be
considered through Friday,
March 15, 2013.

PUBLISHED by Order of
the Council on this, the 5th
day of February 2013.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers
CITY CLERK
(SEAL)

Johnny L. DuFree, Mayor

Publish: February 8, 2013 &
February 15, 2013

0200429254-01

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

2/8/2013
2/8/2013
2/15/2013

Size: 414 words / 1.00 col. x 114.00 lines

Published: 2 time(s)

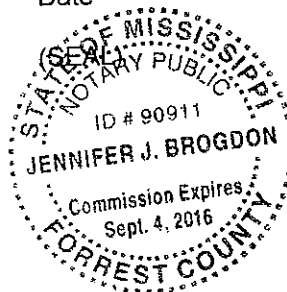
Total: \$100.08

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/15/2013.

Jennifer J. Brogdon
Notary Public

Feb 15, 2013
Date



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200429921
Public Hearing Wendell Whiddon

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Wendell Whiddon, on behalf of Paul Patel, Owner with the Mayor and Council of the City of Hattiesburg, Mississippi, to request a front yard variance of eighteen (18) feet of the requirements of Article 5, Section 95.10 (4) of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, for certain property located at 916 East Hardy St. (Parcel # 2: 0291-10-239.00, and, PPIN 021113 respectively, Ward 2), said property being more particularly described as follows, to-wit:
The West 73.5 feet of Lots 1, 2 and 3, and the West 50 feet of Lot 4, all in Block Two of D. D. McInnis, First Survey, of an addition to the City of Hattiesburg, Forrest County, Mississippi, as per the plat of map thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, having a municipal address of 916 East Hardy Street, Hattiesburg, Mississippi 39401.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, March 6, 2013, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 13 day of February A.D., 2013.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish: February 16, 2013
0200429921-01

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

2/16/2013
2/16/2013
2/16/2013

Size: 302 words / 1.00 col. x 71.00 lines

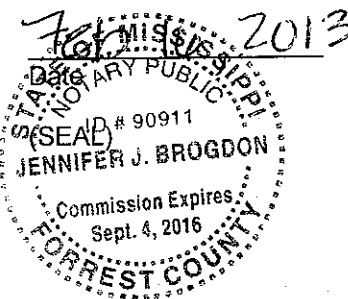
Published: 1 time(s)

Total: \$43.49

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/16/2013.

Jennifer J. Brogdon
Notary Public



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200429926
Public Hearing Ayisha McDaniel

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Ayisha McDaniel, with the Mayor and Council of the City of Hattiesburg, Mississippi, for A Use Permit Upon Review for a restaurant, as detailed in Article 4, Section 59.03 (4) of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, for certain property located at 1107 Franklin Street (Parcel # 2-0385-15-516.00, PPIN #24120, Ward 3), said property being more particularly described as follows, to-wit:

Lot 6 & 7 Blk 3 Stevens & Conner Sub Parcel #239-00852003-003.00

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, March 6 2013, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 13th day of February, A.D., 2013.

CITY OF HATTIESBURG,
MISSISSIPPI
BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish: February 16, 2013
0200429926-01

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

2/16/2013
2/16/2013
2/16/2013

Size: 229 words / 1.00 col. x 57.00 lines

Published: 1 time(s)

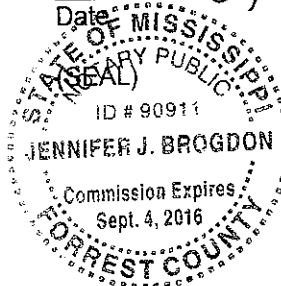
Total: \$34.73

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/16/2013.

Jennifer J. Brogdon
Notary Public

Feb. 16, 2013
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

2/16/2013

2/16/2013

2/16/2013

Size: 292 words / 1.00 col. x 72.00 lines

Published: 1 time(s)

Total: \$42.29

Signed

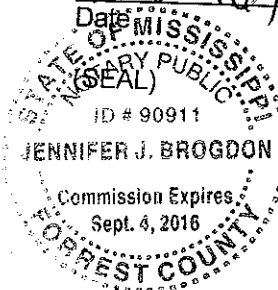
Authorized Clerk of

The Hattiesburg American

SWORN to and subscribed before me on 2/16/2013.

Notary Public

Feb. 16, 2013



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H12998

CITY OF HBURG,

020042998

Public Hearing Lillie Easton

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Lillie Easton, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 4, Section 54 to change the zoning classification of certain property located at 847 Elnora Knight Road (Parcel: 2-042H-25-037.00, and, PPIN: 006648, respectively, Ward 5), from R-1C(Single Family Residential) District, to I-1 (Light Industrial) District, said property being more particularly described as follows, to-wit: COMMENC AT SW COR SW 1/4, E 3175FT; N 6 DEG 208.7FT TO THE POINT OF BEGINNING; N 66 DEG 14 MIN E 211.8FT; S 38 DEG 53 MIN E 151FT; S 8 DEG 11 MIN W 175FT; W 50FT NELY 4 DEG 110.26FT; W 83.4FT S 110FT W 76.6FT; N 18 DEG W 218.5FT TO POB LESS PART TO COUNTY 25 04N 13W MCO 999

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, March 6, 2013, in the Jackie Dole Sherill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 13th day of February A.D., 2013.

CITY OF HATTIESBURG,
MISSISSIPPI
BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish: February 16, 2013

020042998-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

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H12998
CITY OF HBURG,
0200429871
Transportation Improvement Plan

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

2/17/2013
2/17/2013

Size: 214 words / 1.00 col. x 71.00 lines
Published: 1 time(s)
Total: \$32.68

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/17/2013.

Jennifer J. Brogdon
Notary Public
Feb. 17, 2013
Date



NOTICE

2012-2015
TIP Amendment
Transportation
Improvement Plan

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) is holding a ten (10) day public comment period beginning Sunday, February 17, 2013 for proposed Amendment to the 2012-2015 Transportation Improvement Plan (TIP). The Hattiesburg Metropolitan Area TIP is part of the overall Statewide Transportation Improvement Program (STIP) document.

The proposed TIP amendment acknowledges \$840,000 in Surface Transportation Program (STP) funding being made available by the Mississippi Department of Transportation toward the construction at Byrd Boulevard by the City of Petal. The proposed amendment to the TIP allows for the subsequent amendment and inclusion in the STIP.

Detailed information regarding this Amendment to the TIP is available by contacting the Department of Federal and State Programs - Metropolitan Planning Organization. Copies of the proposed TIP Amendment are available for public review Monday through Friday, 9:00 a.m. to 4:30 p.m., at the Hattiesburg Intermodal Facility, 308 Newman Street, Hattiesburg, MS. We invite feedback by sending an e-mail to Andrew Ellard at aellard@hattiesburgms.com. For additional information contact HPFL-MPO office at (601) 554-1006.

Publish: Feb 17, 2013

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200431050
NTB-Storm Debris

ADVERTISEMENT FOR
PROPOSALS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed proposals until 12:00 p.m. on March 5, 2013 in the City Clerk's Office at the City Hall of said City for furnishing the City's requirements for the following:

2013 TORNADO DEBRIS
REMOVAL

Information concerning and required in proposals may be obtained from Shows, Dearman & Waits, Inc., P.O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39401.

The successful proposal will be required to furnish a Payment and Performance Bond written by a company licensed in Mississippi. The bond will be in the amount equal to \$2,000,000.

Each BID must be received in a sealed envelope that is marked in the lower left-hand corner EXACTLY as follows:

2013 TORNADO DEBRIS
REMOVAL

RECEIPT TIME:
12:00 P.M.

DATE OF PROPOSAL
SUBMISSION:
March 5, 2013

No proposal may be withdrawn for a period of 60 days. The Owner reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 27th day of February A.D., 2013.

CITY OF HATTIESBURG

BY: Eddie R Myers/s/
Eddie Myers, City Clerk

Publish: March 2, 2013
0200431050.01

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/2/2013

3/2/2013

3/2/2013

Size: 273 words / 1.00 col. x 65.00 lines

Published: 1 time(s)

Total: \$40.01

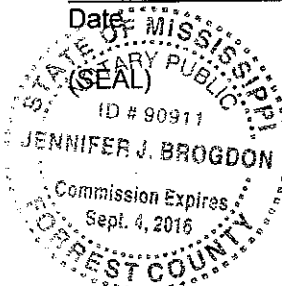
Signed

Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/2/2013.

Jennifer J. Brogdon
Notary Public

March 2, 2013



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PASTE PROOF HERE

H12998
CITY OF HATTIESBURG,
0200431181
ORDINANCE NUMBER 3098

ORDINANCE NUMBER
3098
OF THE
CITY OF HATTIESBURG,
MISSISSIPPI

AN ORDINANCE
CHANGING AND
AMENDING THE
COMPREHENSIVE
ZONING DISTRICT MAP,
ADOPTED AS PART OF
THE
COMPREHENSIVE
ZONING ORDINANCE NO.
2330, AS AMENDED,
OF THE CITY OF
HATTIESBURG,
MISSISSIPPI
SO AS TO CHANGE THE
ZONING
CLASSIFICATION OF
CERTAIN PROPERTY
LOCATED AT 5170 WEST
4TH STREET (PARCEL
#S 051E-02-014 & 051E-
02-015, PPINS 004303 &
004160, RESPECTIVELY,
WARD 3), FROM B-3
(REGIONAL BUSINESS)
DISTRICT TO B-3
(COMMUNITY BUSINESS)
DISTRICT.

IN THE CITY OF
HATTIESBURG
MISSISSIPPI

BE IT ORDAINED BY THE
MAYOR AND COUNCIL
OF THE CITY OF
HATTIESBURG,
MISSISSIPPI:

SECTION 1. That the
Comprehensive Zoning
District Map, adopted as
part of the Comprehensive
Zoning Ordinance No.
2330, as amended, of the
City of Hattiesburg,
Mississippi be and the
same is hereby changed
and amended. The
Hattiesburg Planning
Commission to
APPROVE said change in
zoning for the following
reason:

There is a change in
neighborhood character
and a public need for the
rezoning based on
consistency with the
neighborhood, the recently
constructed multifamily
residential area to south,
and less intense
commercial development
along West Fourth Street.

in connection therewith so
that the land described as
follows be zoned as follows:

A parcel of land located in
the SW ¼ of the SW ¼ of
Section 2, Township 4
North,
Range 14 West, Lamar
County, Mississippi, and
being more particularly
described as follows:

Begin at the SW corner of
the SW ¼ of the SW ¼ of
said Section 2; thence run
North 90 degrees 00
minutes 00 seconds East
(due East) for 78.27 feet;
thence run North 00
degrees 00 minutes 00
seconds East (due North)
for 157.33 feet to a corner
on the north line of The
Lakes At Turtle Creek
Apartments property to and
for the Point of Beginning;
thence run North 00
degrees 39 minutes 11
seconds West along the
boundary of The Lakes At
Turtle Creek Apartments for
163.80 feet to the south
right-of-way of West 4th
Street; thence run in an
easterly direction along the

south right-of-way of West
4th Street on a curve to the
left for a distance of 222.82
feet, said curve having an
inclined angle of 14
degrees 26 minutes 41
seconds; a radius of 883.83
feet, and a chord of South
89 degrees 48 minutes 48
seconds East for 222.23
feet; thence continue along
said right-of-way North 82
degrees 57 minutes 51
seconds East for 101.56
feet; thence continue along
said right-of-way on a curve
to the right for 118.50 feet
to the western right-of-way
of Cross Creek Parkway;
said curve having an
inclined angle of 02
degrees 42 minutes 12
seconds, a radius of
2511.48 feet, and a chord
of North 84 degrees 18
minutes 57 seconds East
for 118.49 feet; thence run
along the western right-of-
way of Cross Creek
Parkway South 45 degrees
36 minutes 50 seconds
East for 79.82 feet; thence
continue along said right-of-
way South 00 degrees 36
minutes 33 seconds East
for 133.86 feet to the north
line of The Lakes At Turtle
Creek Apartments; thence
run North 89 degrees 43
minutes 06 seconds West
along the north line of said
apartments for 497.54 feet
back to the Point of
Beginning. Said parcel
contains 1.92 acres (63,420
square feet), more or less

also known as property
located at 5170 West 4th
St. (Parcel #s 051E-02-014
& 051E-02-015, PPINS
004303 & 004160,
respectively, Ward 3) from
B-3 (Regional Business)
District to B-3 (Community
Business) District, filed by
Keith Sauder, owner.

SECTION 2. Except as
hereby expressly changed
and amended, the
aforesaid Comprehensive
Zoning District Map and the
Comprehensive Zoning
Ordinance No. 2330, as
amended, of said City of
Hattiesburg, Mississippi,
shall be and remain in full
force and form as adopted.

SECTION 3. That this
Ordinance take effect and
be in force thirty (30) days
from and after passage as
provided by law.

The foregoing Ordinance
having been reduced to
writing, the same was
introduced by Council
member Carroll seconded
by Council member
Naylor
and was adopted by the
following vote to-wit:

YEAS: NAYS: ABSENT:
Bradley Dalgado
Carroll
Ware
Naylor

THE President thereby
declared the motion carried
and the foregoing
Ordinance adopted and
approved, this the 19th
day of February
A.D., 2013.

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

3/3/2013

3/3/2013

Size: 882 words / 1.00 col. x 234.00 lines

Published: 1 time(s)

Total: \$112.84

Signed

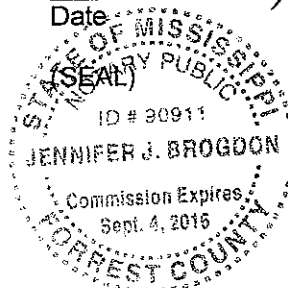
Authorized Clerk of

The Hattiesburg American

SWORN to and subscribed before me on 3/3/2013.

Jennifer J. Brogdon
Notary Public

March 3, 2013
Date



(SEAL)

ATTEST:
ADOPTED:
Debra K Bernards/s/
Kim Bradley/s/
CLERK OF COUNCIL
PRESIDENT

THE above and foregoing
Ordinance having been
submitted to and approved
by the Mayor, this the
19th day of
February
A.D., 2013.

ATTEST:
APPROVED:
Eddie R Myers/s/

Johnny L. DuPre/s/
CITY CLERK
MAYOR

Published: March 3, 2013

0200431181-01



City of Hattiesburg, MS

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

Master

File Number: 2013-0215

File ID: 2013-0215

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/09/2013

Brief Title: CDBG Manual Checks

Final Action:

Minute Book Number: MB2013-125

Title:

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

Notes:

Sponsors:

Enactment Date:

Attachments: MEMORANDUM-Manual Checks-CDBG, CDBG
Supporting Docs

Enactment Number:

Contact:

Meeting Date: 04/16/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/16/2013					

Text of Legislative File 2013-0215

Title

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

Summary

CDBG Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

DATE: April 9, 2013

The following request for payment is being submitted for approval during the City Council's April 16, 2013 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Maudell Corley
Activity:	Rehabilitation
Program:	CDBG
Project Site:	302 Hall Ave
Amount Requested:	\$650.00
Purpose of Request:	Temporary Relocation – 4/07/201 – 5/06/2013
Work Provided by:	n/a

Recipient:	Jerry's Seasoned Food
Activity:	Commercial Rehab
Program:	CDBG
Project Site:	800 Bouie St.
Amount Requested:	\$779.35
Purpose of Request:	Draw #2 (final)
Work Provided by:	Self & J&J Lawn Service

Recipient:	Smith's Remodeling
Activity:	Rehabilitation
Program:	CDBG
Project Site:	302 Hall Ave.
Amount Requested:	\$5,650.00
Purpose of Request:	Change Order
Work Provided by:	Smith's Remodeling

Recipient:	Housing Alternatives in Hattiesburg
Activity:	Emergency Repair
Program:	CDBG
Project Site:	701 Lafayette
Amount Requested:	\$9,650.00
Purpose of Request:	Draw #1 (final)
Work Provided by:	Smith's Remodeling

Recipient:

Activity:

Program:

Project Site:

Amount Requested:

Purpose of Request:

Work Provided by:

Housing Alternatives in Hattiesburg

Emergency Repair

CDBG

604 Tuscan Ave.

\$9,811.00

Draw #1 (final)

Smith's Remodeling

April 3, 2013

To Whom It May Concern:

From: Jerry Howard

I am requesting fund for reimbursement for the money I spent on the grant the city gave me. I have receipts for what I purchased.

Thanks,
Jerry Howard

\$800.00

\$28.86

Total \$828.86



More saving.
More doing.™

4100 O'FERRAL STREET
HATTIESBURG, MS 39402 (601)296 8800

2905 00010 39676 03/23/13 10:41 AM
CASHIER JOANNA - JMR357

022367568559 GL EXT SG <A> 26 97
GLIDDEN PREM EXT SG BASE 3 1120Z

SUBTOTAL 26.97
SALES TAX 1.89
TOTAL \$28.86
CASH 40.00
CHANGE DUE 11.14



2905 10 39676 03/23/2013 6837

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 06/21/2013
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!

ENTER FOR A CHANCE
TO WIN A \$5,000
HOME DEPOT GIFT
CARD!

Share Your Opinion With Us! Complete
the brief survey about your store visit
and enter for a chance to win at:

www.homedepot.com/opinion

COMPARTA SU OPINION EN
UNA BREVE
ENCUESTA PARA LA OPORT
UNIDAD DE GANAR.

User ID:
82546 79651

Password:
13173 79641

Entries must be entered by 04/22/2013.
Entrants must be 18 or older to enter.
See complete rules on website. No
purchase necessary.

RECEIPT	DATE	3-25-2013		NO.	074401
	RECEIVED FROM	Jenny Howard			
	ADDRESS	800 Goble Street Hattiesburg, Mississippi 39402			
	FOR	Roofing Repairs \$2000			
	ACCOUNT	CASH			
	AMT. OF ACCOUNT				
	AMT. PAID				
	BALANCE DUE				
	CHECK	☐			
	MONEY ORDER	☐			
	BY	Charley Gaudin Jr.			

J & J LAWN SERVICE

601-620-3072 OR 601-520-5345

Lawn Care



House painting & Minor Repairs



Pressure Washing



Mobile Auto Detailing

Family Owned and Operated Jackson and Jackson

SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH

Phone: (601) 408-3588

Address: 28 Pine Street
Hattiesburg, MS 39402

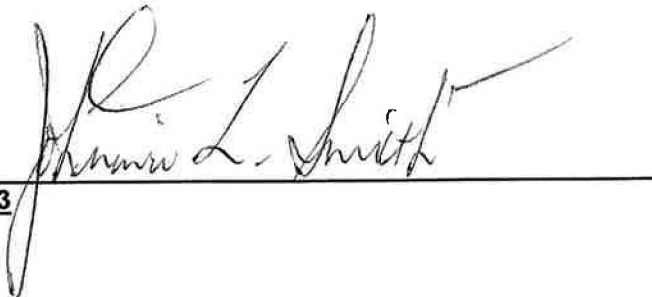
Job Performed For:
The City of Hattiesburg/Maudell Corley
302 Hall Ave.
Hattiesburg, MS 39401

Request: Change order request for replacing the bottom cabinets at 302 Hall Ave.

Cost to replace all cabinets and countertops(materials)	\$3600.00
Labor to tear out, repair floor and replace cabinets	\$1600.00
Wall was rotten behind cabinets and needed new paneling	\$450.00

Total: \$5,650.00

Signature:
Date: 4-8-13



REQUEST FOR FUNDS

(1) Organization's Name & Address: Housing Alternatives in Hattiesburg, inc. PO Box 18679 Hattiesburg, MS. 39404 Telephone Number: <u>(601) 544 - 9140</u>	(2) Project Address: 701 Lafayette Hattiesburg, MS. 39401	(3) Request No. <u>1</u> (4) <u>Work Performed:</u> <u>Rehab work, repaired structural, heating\ac, electrical, cosmetic problems identified.</u> (5) Amount Requested: \$ <u>9,650.00</u>
(6) Project Period From: <u>May 4, 2012</u> To: <u>March 29, 2013</u>	(7) Check Made Payable to: Housing Alternatives in Hattiesburg, Inc.	(8) Prepared By: <u>Katie Weeks</u> Date Prepared <u>03/29/2013</u>

Katie Weeks
Signature of Authorized Officer Requesting Funds

3/29/13
Date

Katie Weeks, Outreach Coordinator
Type Name and Title of Authorized Officer

[Signature]
Signature of City Official Approving Disbursement

4/9/13
Date

Type Name and Title of City Official

"I HEREBY CERTIFY THAT the costs included in this request are for services rendered and allowable costs/expenditures in accordance with approved contract agreement between the City of Hattiesburg and the certifying agency and that amounts requested do not exceed the total funds obligated by the contract.

REQUEST FOR FUNDS SUPPORT SHEET

Recipient's Name: Housing Alternatives in Hattiesburg, Inc. Contract Date: 3/29/2013

Request Number 1 Total Amount Requested ** \$ 9,650.00

PROJECT: 701 Lafayette rehab

Funds requested are for construction and labor costs associated with the following CHDO activity(ies):

- | | |
|---|-------------|
| 1) All repairs and equipment, labor hours | \$ 9,240.00 |
| 2) Delivery of project, counseling hours processing application | \$ 410.00 |
| 3) | \$ |
| 4) | \$ |
| 5) | \$ |
| 6) | \$ |

Total of Attached Documentation \$ 9,650.00

Less Amount in Excess of Contract Award \$ 0

Total Amount Requested for this Draw \$ 9,650.00

TOTAL REQUESTED TO DATE \$ 9,650.00

Period of Project(s) Start to Completion From 05/04/2012 to 03/29/2013

Other:

Preparer's Signature: Kati Wae Date: 3/29/13

SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH

Phone: (601) 408-3588

**Address: 28 Pine Street
Hattiesburg, MS 39402**

Job Performed For:

**The City of Hattiesburg/Housing Alternatives
701 Lafayette
Hattiesburg, MS 39401**

**Request: First and final draw for work done according to work write-up.
See work write-up.**

\$9,240.00

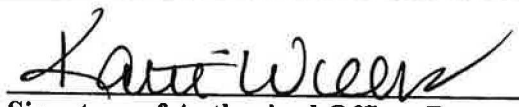
Signature:
Date: 4-4-13

A handwritten signature in black ink, appearing to read "Johnnie L. Smith", is written over a horizontal line. The signature is fluid and cursive.

04-08-13P12:14 RCVD

REQUEST FOR FUNDS

(1) Organization's Name & Address: Housing Alternatives in Hattiesburg, inc. PO Box 18679 Hattiesburg, MS. 39404 Telephone Number: <u>(601) 544 - 9140</u>	(2) Project Address: 604 Tuscan Hattiesburg, MS. 39401	(3) Request No. <u>1</u> (4) Work Performed: <u>Rehab work, repaired structural and electrical problems identified.</u> (5) Amount Requested: \$ <u>9,811.00</u>
(6) Project Period From: <u>May 4, 2012</u> To: <u>March 29, 2013</u>	(7) Check Made Payable to: Housing Alternatives in Hattiesburg, Inc.	(8) Prepared By: <u>Katie Weeks</u> Date Prepared <u>03/29/2013</u>


 Signature of Authorized Officer Requesting Funds

3/29/13
 Date

Katie Weeks, Outreach Coordinator
 Type Name and Title of Authorized Officer


 Signature of City Official Approving Disbursement

4/9/13
 Date

Type Name and Title of City Official

"I HEREBY CERTIFY THAT the costs included in this request are for services rendered and allowable costs/expenditures in accordance with approved contract agreement between the City of Hattiesburg and the certifying agency and that amounts requested do not exceed the total funds obligated by the contract.

REQUEST FOR FUNDS SUPPORT SHEET

Recipient's Name: Housing Alternatives in Hattiesburg, Inc. Contract Date: 3/29/2013

Request Number 1 Total Amount Requested ** \$ 9,650.00

PROJECT: 604 Tuscan

Funds requested are for construction and labor costs associated with the following CHDO activity(ies):

- | | |
|---|-------------|
| 1) All repairs and equipment, labor hours | \$ 9,401.00 |
| 2) Delivery of project, counseling hours processing application | \$ 410.00 |
| 3) | \$ |
| 4) | \$ |
| 5) | \$ |
| 6) | \$ |

Total of Attached Documentation \$ 9,811.00

Less Amount in Excess of Contract Award \$ 0

Total Amount Requested for this Draw \$ 9,811.00

TOTAL REQUESTED TO DATE \$ 9,811.00

Period of Project(s) Start to Completion From 05/04/2012 to 03/29/2013

Other:

Preparer's Signature: Kate W. Wells Date: 3/29/13

SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH

Phone: (601) 408-3588

Address: 28 Pine Street
Hattiesburg, MS 39402

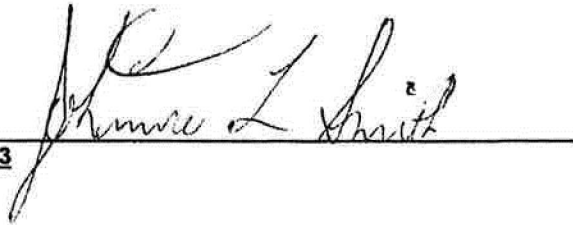
Job Performed For:

The City of Hattiesburg/Housing Alternatives
604 Tuscan Ave.
Hattiesburg, MS 39401

Request: First and final draw for work done according to work write-up.
See work write-up.

\$9,401.00

Signature:
Date: 4-4-13

A handwritten signature in black ink, appearing to read "Johnnie L. Smith", is written over a horizontal line. The signature is fluid and cursive.

04-08-13P12:14 RCVD



City of Hattiesburg, MS

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

Master

File Number: 2013-0207

File ID: 2013-0207

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/09/2013

Brief Title: HOME Manual Checks

Final Action:

Minute Book Number: MB2013-125

Title:

Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum. {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: MEMORANDUM-Manual Checks-HOME, HOME Supporting Docs

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/16/2013					

Text of Legislative File 2013-0207

Title

Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum. {Entitlement}

Summary

HOME Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program claims

DATE: April 9, 2013

The following request for payment is being submitted for approval during the City Council's April 16, 2013 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Housing Alternatives in Hattiesburg
Activity:	New Affordable Housing/Homebuyer
Program:	HOME - CHDO
Project Site:	437 Mable Street
Draw #5	\$3,872.60
Draw #6	\$1,490.20
Draw #7	\$2,225.67
Draw #8	\$20,095.04
Amount Requested:	\$27,683.51
Purpose of Request:	Draw #5, 6, 7, and 8.
Work Provided by:	Volunteers & various subcontractors

Recipient:	Breakthrough Community Services
Activity:	Rehabilitation/Homebuyer
Program:	HOME - CHDO
Project Site:	506 Hall Ave.
Amount Requested:	\$1,839.20
Purpose of Request:	Draw #8
Work Provided by:	J&J Construction

Recipient:	Smith's Remodeling
Activity:	Affordable Housing
Program:	HOME
Project Site:	11 Annie Christie
Amount Requested:	\$475.00
Purpose of Request:	Change Order to install heat/vent/fan with wiring
Work Provided by:	Smith's Remodeling

REQUEST FOR FUNDS

(1) Organization's Name & Address: Housing Alternatives in Hattiesburg, inc. PO Box 18679 Hattiesburg, MS. 39404 Telephone Number: ____ (601) 544 - 9140 ____	(2) Project Address: 437 Mable Street Hattiesburg, MS. 39401	(3) Request No. ____ 5 ____ (4) Work Performed: <u>Building Supplies</u> <u>Labor Costs</u> (5) Amount Requested: \$ ____ 3,872.60 ____
(6) Project Period From: <u>May 4, 2012</u> To: _____	(7) Check Made Payable to: Housing Alternatives in Hattiesburg, Inc.	(8) Prepared By: <u>Katie Weeks</u> Date Prepared <u>01/14/2013</u>

Katie Weeks
 Signature of Authorized Officer Requesting Funds

2/1/13
 Date

Katie Weeks, Outreach Coordinator
 Type Name and Title of Authorized Officer

[Signature]
 Signature of City Official Approving Disbursement

4/9/13
 Date

 Type Name and Title of City Official

"I HEREBY CERTIFY THAT the costs included in this request are for services rendered and allowable costs/expenditures in accordance with approved contract agreement between the City of Hattiesburg and the certifying agency and that amounts requested do not exceed the total funds obligated by the contract.

REQUEST FOR FUNDS SUPPORT SHEET

Recipient's Name Housing Alternatives in Hattiesburg, Inc. Contract Date: 01/14/2013

Request Number 5 Total Amount Requested ** \$ 3,872.60

Funds requested are for construction and labor costs associated with the following CHDO activity(ies):

- | | |
|-----------------------------|-------------|
| 1) Building supplies, labor | \$ 3,872.60 |
| 2) cost - see attached * | \$ |
| 3) | \$ |
| 4) | \$ |
| 5) | \$ |
| 6) | \$ |
| 7) | \$ |

Total of Attached Documentation \$ 3,872.60

Less Amount in Excess of Contract Award \$ 0

Total Amount Requested for this Draw \$ 3,872.60

TOTAL REQUESTED TO DATE \$ 18,763.57

Period of Project(s) Start to Completion From 05/04/2012 to

Other:



Draw 5
1/14/13

Building Address: 437 Mable Street
Hattiesburg, MS 39401

Vendor:	Southeastern Concrete	\$1805.89	Concrete for footers
	Southern On-Site Storage	\$ 44.94	Portable toilet rental
	American Concrete Products	\$ 522.07	Cement blocks for footers
	Thomas Smith	\$500.00	Labor for footers and columns
	(final payment for invoice 961668-paid with check 1356)		
	Thomas Smith	\$500.00	Labor for HUD changes to steel
	and concrete for invoice 961672-paid with check 1357)		
	Thomas Smith	<u>\$500.00</u>	Labor to fill block work-invoice
	961673-paid with check 1358)		

Total Reimbursement Request **\$3872.60**

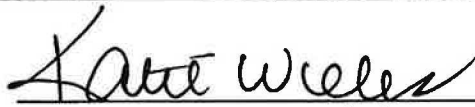
A handwritten signature in black ink, appearing to be "RJ", enclosed within a hand-drawn oval.

PO Box 1092
5191 Hwy 42
Hattiesburg, MS 39403
p (601) 582- HOME
F (601) 582-8282
www.hattiesburg.habitat.org

Building lives, one home, one family, one community at a time.

REQUEST FOR FUNDS

(1) Organization's Name & Address: Housing Alternatives in Hattiesburg, inc. PO Box 18679 Hattiesburg, MS. 39404 Telephone Number: ____ (601) 544 - 9140 ____	(2) Project Address: 437 Mable Street Hattiesburg, MS. 39401	(3) Request No. ____ 6 ____
		(4) Work Performed: Excavation, steel set, concrete footers and columns poured
		(5) Amount Requested: \$ 1782.81 1,490.20 <i>AB</i>
(6) Project Period From: __ May 4, 2012 ____ To: __ March 30, 2013 __	(7) Check Made Payable to: Housing Alternatives in Hattiesburg, Inc.	(8) Prepared By: Katie Weeks Date Prepared <u>02/01/2013</u>


 Signature of Authorized Officer Requesting Funds

2/01/13
 Date

Katie Weeks, Housing Counseling Coordinator
 Type Name and Title of Authorized Officer


 Signature of City Official Approving Disbursement

4/9/13
 Date

Type Name and Title of City Official

"I HEREBY CERTIFY THAT the costs included in this request are for services rendered and allowable costs/expenditures in accordance with approved contract agreement between the City of Hattiesburg and the certifying agency and that amounts requested do not exceed the total funds obligated by the contract.

REQUEST FOR FUNDS SUPPORT SHEET

Recipient's Name: Housing Alternatives in Hattiesburg, Inc. Contract Date: 02/01/2013

Request Number 6 Total Amount Requested : \$ 1,782.81

Funds requested are for construction and labor costs associated with the following CHDO activity(ies):

- | | | |
|---------------------------------------|-------------------------------|-------------------|
| 1) <u>Building + roofing supplies</u> | \$ <u>1,782.81</u> | |
| 2) <u>- hydraulics</u> | \$ _____ | <u>\$1,490.20</u> |
| 3) <u>- equipment</u> | \$ _____ | |
| 4) <u>* see attached</u> | \$ _____ | |
| 5) _____ | \$ _____ | |
| 6) _____ | \$ _____ | |
| 7) _____ | \$ _____ | |

Total of Attached Documentation \$ ~~1,782.81~~ \$1,490.20

Less Amount in Excess of Contract Award \$ 0

Total Amount Requested for this Draw \$ ~~1,782.81~~ \$1,490.20 AE

TOTAL REQUESTED TO DATE \$ ~~20,546.78~~

Period of Project(s) Start to Completion From 05/04/2012 to _____

Other: _____



Draw 6
2/01/13

PO Box 1092
5191 Hwy 42
Hattiesburg, MS 39403
p (601) 582-1101E
f (601) 582-8282
www.hattiesburg.habitat.org

431 Mable Street
Hattiesburg, MS 39401

Building Address:

Vendor:		
Taylor Brothers Rental		
Napa	\$61.00	Pump rental
Napa	\$6.94	Repair part for Habitat owned bobcat
Napa	\$1.06	Repair part for Habitat owned bobcat
Napa	\$49.74	Hydraulic fluid for Habitat owned bobcat
Napa	\$5.87	Repair part for Habitat owned bobcat
Napa	\$83.01	Hydraulic fluid for Habitat owned bobcat
Napa	\$8.32	Grease for Habitat owned bobcat
Napa	\$45.67	Grease & hydraulic fluid for Habitat owned bobcat
Napa	\$41.51	Hydraulic fluid for Habitat owned bobcat
Hattiesburg Hydraulics	\$50.49	Repair part for Habitat owned bobcat
Economy Supply	\$12.79	Wire for footers
Economy Supply	\$6.31	Wire twists for footers
Economy Supply	\$128.77	Wire mesh/cement for footers
Economy Supply	\$40.55	Shovel for footers
Economy Supply	\$46.87	Cement for footers
Economy Supply	\$49.22	Rebar for footers
Economy Supply	\$24.88	Cement for footers
Economy Supply	\$287.24	Cement & anchor bolts for footers
Economy Supply	\$9.58	Cement for footers
Economy Supply	\$84.53	Cement for footers
Economy Supply	\$9.58	Cement for footers
Economy Supply	\$19.15	Supplies
Economy Supply	\$709.73	Supplies

Total Reimbursement Request

\$1490.20
\$1782.81

24 of 26714
\$149020

Building lives, one home, one family, one community at a time.

REQUEST FOR FUNDS

(1) Organization's Name & Address: Housing Alternatives in Hattiesburg, inc. PO Box 18679 Hattiesburg, MS. 39404 Telephone Number: ____ (601) 544 - 9140 ____	(2) Project Address: 437 Mable Street Hattiesburg, MS. 39401	(3) Request No. ____7____ (4) Work Performed: Excavation, steel set, concrete footers and columns poured (5) Amount Requested: \$ 2,283.96 <u>\$ 2,225.67</u>
(6) Project Period From: <u>May 4, 2012</u> To: _____	(7) Check Made Payable to: Housing Alternatives in Hattiesburg, Inc.	(8) Prepared By: <u>Katie Weeks</u> Date Prepared <u>02/21/2013</u>


 Signature of Authorized Officer Requesting Funds

3/1/13
 Date

Katie Weeks, Outreach Coordinator
 Type Name and Title of Authorized Officer


 Signature of City Official Approving Disbursement

4/9/13
 Date

 Type Name and Title of City Official

"I HEREBY CERTIFY THAT the costs included in this request are for services rendered and allowable costs/expenditures in accordance with approved contract agreement between the City of Hattiesburg and the certifying agency and that amounts requested do not exceed the total funds obligated by the contract.

REQUEST FOR FUNDS SUPPORT SHEET

Recipient's Name: Housing Alternatives in Hattiesburg, Inc. Contract Date: 02/21/2013

Request Number 7 Total Amount Requested : \$ 2,283.96

Funds requested are for construction and labor costs associated with the following CHDO activity(ies):

- | | |
|--------------------------|--|
| 1) <u>see attached</u> — | \$ <u>2,283.96</u> <u>\$2225.67</u> |
| 2) _____ | \$ _____ |
| 3) _____ | \$ _____ |
| 4) _____ | \$ _____ |
| 5) _____ | \$ _____ |
| 6) _____ | \$ _____ |
| 7) _____ | \$ _____ |

Total of Attached Documentation \$ ~~2,283.96~~ 2,225.67

Less Amount in Excess of Contract Award \$ 0

Total Amount Requested for this Draw \$ ~~2,283.96~~ 2,225.67 AE

TOTAL REQUESTED TO DATE \$ ~~22,830.74~~

Period of Project(s) Start to Completion From 05/04/2012 to _____

Other: _____



Draw 7
2/21/13

Building Address: 437 Mable Street
Hattiesburg, MS 39401

Vendor:	Lowe's	\$10.13	Caulk gun for large barrel caulk
	Napa	\$49.74	Hydraulic fluid for Habitat owned bobcat
	Southeastern Concrete	\$848.78	Concrete for footers
	Taylor Brothers	\$61.00	Pump
	Doba Electric	\$428.00	Temp pole hookup
	MS Power	\$90.82	Power bill for 437 Mable Street
	May's Trucking	\$530.00	Fill Dirt/Mason Sand
	Southern On-Site	\$44.94	Port-O-Let
	O'Reilly's	\$8.55	Fix-a-flat for Habitat owned trailer
	Lowe's	<u>\$212.00</u>	Supplies

Total Reimbursement Request

~~2283.96~~
2225.67

(R9)

\$2,225.67
AE

ineligible
AE

PO Box 1092
5191 Hwy 42
Hattiesburg, MS 39403
p (601) 582-1100
f (601) 582-8282
www.hattiesburg.habitat.org

Building lives, one home, one family, one community at a time.

REQUEST FOR FUNDS

(1) Organization's Name & Address: Housing Alternatives in Hattiesburg, inc. PO Box 18679 Hattiesburg, MS. 39404 Telephone Number: <u>(601) 544 - 9140</u>	(2) Project Address: 437 Mable Street Hattiesburg, MS. 39401	(3) Request No. <u>8</u> (4) Work Performed: <u>Building Supplies</u> <u>electrical</u> <u>plumbing</u> (5) Amount Requested: <u>\$ 20,095.04</u>
(6) Project Period From: <u>May 4, 2012</u> To: _____	(7) Check Made Payable to: Housing Alternatives in Hattiesburg, Inc.	(8) Prepared By: <u>Katie Weeks</u> Date Prepared <u>3/30/2013</u>

Katie Weeks
Signature of Authorized Officer Requesting Funds

3/30/13
Date

Katie Weeks, Outreach Coordinator
Type Name and Title of Authorized Officer

[Signature]
Signature of City Official Approving Disbursement

4/9/13
Date

Type Name and Title of City Official

"I HEREBY CERTIFY THAT the costs included in this request are for services rendered and allowable costs/expenditures in accordance with approved contract agreement between the City of Hattiesburg and the certifying agency and that amounts requested do not exceed the total funds obligated by the contract.

REQUEST FOR FUNDS SUPPORT SHEET

Recipient's Name: Housing Alternatives in Hattiesburg, Inc. Contract Date: 03/30/2013

Request Number 8 Total Amount Requested : \$ 20,095.04

Funds requested are for construction and labor costs associated with the following CHDO activity(ies):

- | | |
|---------------------------------------|---------------------|
| 1) <u>Building / roofing supplies</u> | \$ <u>20,095.04</u> |
| 2) <u>Electrical / Plumbing</u> | \$ _____ |
| 3) <u>* see attached</u> | \$ _____ |
| 4) _____ | \$ _____ |
| 5) _____ | \$ _____ |
| 6) _____ | \$ _____ |
| 7) _____ | \$ _____ |

Total of Attached Documentation \$ 20,095.04

Less Amount in Excess of Contract Award \$ 0

Total Amount Requested for this Draw \$ 20,095.04

TOTAL REQUESTED TO DATE \$ 42,925.78

Period of Project(s) Start to Completion From 05/04/2012 to _____

Other: _____

Draw 8
3/30/13

Reimbursement request from Housing Alternatives

Request date: 4/3/13

Building Address: 437 Mable Street
Hattiesburg, MS 39401

Vendor:	Economy Supply	\$500.76	Supplies
	Economy Supply	\$4131.70	Framing materials
	Economy Supply	\$411.42	Framing materials
	Economy Supply	\$7.49	Caulk gun
	Economy Supply	\$18.08	Framing materials
	Economy Supply	\$3398.13	Framing materials
	Economy Supply	\$1191.94	Windows/Decking boards
	Economy Supply	\$544.26	Plumbing/framing materials
	Economy Supply	\$374.23	Supplies
	Economy Supply	\$49.76	Supplies
	Economy Supply	\$202.23	Soffit
	Economy Supply	\$11.24	Supplies
	Southern On Site Storage	\$44.94	Port-O-Let
	Southern On Site Storage	\$44.94	Port-O-Let
	Ferguson	\$514.80	Tubs
	Mississippi Power	\$23.81	Utilities
	Home Depot	\$72.06	Supplies
	Home Depot	\$62.45	Roofing/supplies
	Lowe's	\$282.57	Supplies
	Lowe's	\$170.54	Supplies
	Lowe's	\$966.70	Electrical
	Lowe's	\$9.99	Supplies
	Dixie Plumbing	\$1300.00	Plumbing
	Ken's A/C	\$5700.00	A/C
	Taylor Brothers Rental	\$61.00	Pump rental

Total Reimbursement Request \$20,095.04





"Breaking the Shackles of Poverty Through Services"

INVOICE

REIMBURSEMENT

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

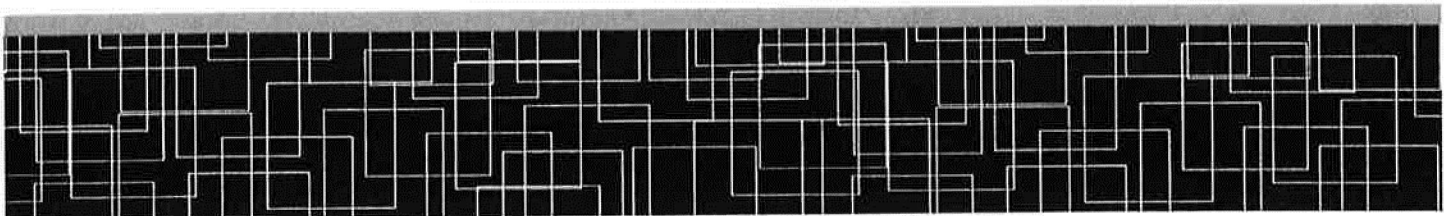
Phone: 601.545.4558

Project	Property Address	Invoice	Date
Acquisition Rehab	506 Hall Avenue	08	April 9, 2013

Quantity	Description	Unit Price	Total
1	Final Draw for work/project completed: <i>Labor</i>	1	1,839.20
			\$1,839.20

Make all checks payable to Breakthrough Community Services, Inc.

THANK YOU FOR YOUR BUSINESS!



SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH

Phone: (601) 408-3588

Address: 28 Pine Street
Hattiesburg, MS 39402

Job Performed For:
The City of Hattiesburg
11 Annie Christie
Hattiesburg, MS 39401

Request: For installing heat vent fan in bathroom with new wiring
And breaker and repair of toilet

475.00

Total amount of invoice;

\$ 475.00

Signature:

Date: 3-11-13

Johnnie L. Smith

RA
AE



City of Hattiesburg, MS

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

Master

File Number: 2013-0225

File ID: 2013-0225

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/11/2013

Brief Title: Claims Docket

Final Action:

Minute Book Number: MB2013-125

Title:

Approve Claims Docket for the period ending 4/12/2013

Notes:

Sponsors:

Enactment Date:

Attachments: claims docket 4-12-13

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/16/2013					

Text of Legislative File 2013-0225

Title

Approve Claims Docket for the period ending 4/12/2013

Summary

Claims Docket

Budget Information

[

Expenditure Type

Purchasing Item

Publication Information

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A A A AMBULANCE SERVICE	13-6246 HUTT	00132391	12004310	SERV 2/3/13 HUTTON-PRISONER	04/12/13	229737	204.28-
00001 A A A AMBULANCE SERVICE	13-7387 WRIG	00132391	12004311	SERV 2/9/13 WRIGHT-PRISONER	04/12/13	229737	204.28-
00001 A A A AMBULANCE SERVICE	13-7697 WRIG	00132391	12004312	SERV 2/10/13 WRIGHT-PRISONER	04/12/13	229737	204.28-
A A A AMBULANCE SERVICE							
Sum							612.84-
00001 A-1 AUTO GLASS	4953	00131852	12004114	HAIL STORM REPRS U#14699	04/12/13	229738	615.00-
A-1 AUTO GLASS							
Sum							615.00-
00001 AAMCO TRANS/AUTOMOTIVE S	125718	00132146	12004105	REPRS U#15449 POLICE	04/12/13	229739	1,500.00-
00001 AAMCO TRANS/AUTOMOTIVE S	125719	00132146	12004106	REPRS U#17312 POLICE	04/12/13	229739	80.00-
00001 AAMCO TRANS/AUTOMOTIVE S	125747	00132146	12004107	REPRS U#17312 POLICE	04/12/13	229739	458.80-
00001 AAMCO TRANS/AUTOMOTIVE S	125934	00132212	12004253	REPRS U#15480 CONSTR	04/12/13	229739	2,653.33-
AAMCO TRANS/AUTOMOTIVE S							
Sum							4,692.13-
00001 ADVANCE AUTO PARTS	560430817075	00131794	12004173	REPR PTS VARI POLICE UNITS	04/12/13	229740	878.75-
00001 ADVANCE AUTO PARTS	560430778103	00131794	12004187	REPR PTS VARI POLICE UNITS	04/12/13	229740	681.87-
00001 ADVANCE AUTO PARTS	560430817075	00131794	12004188	CREDIT	04/12/13	229740	681.87
ADVANCE AUTO PARTS							
Sum							878.75-
00001 AIRGAS USA LLC (NORDAN S	9013796923	00132211	12004149	MEDICAL OXYGEN FIRE DEPT	04/12/13	229742	8.63-
AIRGAS USA LLC (NORDAN S							
Sum							8.63-
00001 ALBERT & MCCLESKEY ASSOC #1 PUBLIC SA	00132442	12004353	SERVS PUBLIC SAFETY COMPLEX		04/12/13	229743	47,500.00-
ALBERT & MCCLESKEY ASSOC							
Sum							47,500.00-
00001 APPLIED CONCEPTS INC	233895	00131242	12004207	RADAR POLICE UNITS	04/12/13	229746	24,795.00-
APPLIED CONCEPTS INC							
Sum							24,795.00-
00001 ARNOLD LINE WATER ASSN I	2145 3/25/13	00020137	12004167	SERV 2/21-3/21/13 #8 FIRE	04/12/13	229749	19.00-
ARNOLD LINE WATER ASSN I							
Sum							19.00-
00001 AT&T	601M23905500	00020137	12004225	VEHICLE LOC MNT 3/28-4/27 POL	04/12/13	229750	202.00-
AT&T							
Sum							202.00-
00001 AUTO ARMATURE SERVICE IN	9031	00132111	12004242	ALTERNATOR U#12956 STREET	04/12/13	229751	249.95-
AUTO ARMATURE SERVICE IN							
Sum							249.95-

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00001 AUTO TRIM	6097	00132174	12004203	REPR GRAPHICS U#18317 POLICE	04/12/13	229752	345.00-
00001 AUTO TRIM	6113	00132174	12004204	REPR GRAPHICS U#18325 POLICE	04/12/13	229752	165.00-
00001 AUTO TRIM	6113(B)	00132174	12004205	REPR GRAPHICS U#18319 POLICE	04/12/13	229752	265.00-
AUTO TRIM Sum							775.00-
00001 AUTOMOTIVE GLASS SPECIAL I141634		00131376	12004231	GLASS REPRS U#15906 MAYOR	04/12/13	229753	546.00-
00001 AUTOMOTIVE GLASS SPECIAL I141832		00131747	12004232	ROCK CHIP REPR U#18320 POLICE	04/12/13	229753	50.00-
00001 AUTOMOTIVE GLASS SPECIAL I141997		00132145	12004233	WINDSHIELD U#17113 POLICE	04/12/13	229753	225.00-
AUTOMOTIVE GLASS SPECIAL Sum							821.00-
00001 BANCORPSOUTH EQUIPMENT F 002007019300		02013357	12004086	GARB TRK LEASE DUE 4/13	04/02/13	17582	34,542.83-
BANCORPSOUTH EQUIPMENT F Sum							34,542.83-
00001 BENNETT'S LOCK & KEY SHO 62196		00130484	12004260	LOCKS/KEYS 2/13 POLICE DEPT	04/12/13	229757	6.25-
00001 BENNETT'S LOCK & KEY SHO 62238		00131300	12004261	LOCKS/KEYS 3/13 POLICE DEPT	04/12/13	229757	5.90-
00001 BENNETT'S LOCK & KEY SHO 62290		00131300	12004262	LOCKS/KEYS 3/13 POLICE DEPT	04/12/13	229757	3.75-
00001 BENNETT'S LOCK & KEY SHO 62303		00131300	12004263	LOCKS/KEYS 3/13 POLICE DEPT	04/12/13	229757	6.75-
00001 BENNETT'S LOCK & KEY SHO 62310		00131300	12004264	LOCKS/KEYS 3/13 POLICE DEPT	04/12/13	229757	12.00-
BENNETT'S LOCK & KEY SHO Sum							34.65-
00001 BERNARDO, DEBRA		TRAVEL REIMB 00132140	12004088	EXPNS MMCCA MEETING NATCHEZ	04/12/13	229758	513.93-
BERNARDO, DEBRA Sum							513.93-
00001 BLOSSMAN GAS INC		PO#132144 3/ 00132144	12004241	PROPANE U#1302 STREET	04/12/13	229760	75.00-
BLOSSMAN GAS INC Sum							75.00-
00001 BOLTON, FRAZIER		TRAV ADVANCE 00132282	12004202	TRAV ADV MACP CONF BILOXI	04/12/13	229761	515.00-
BOLTON, FRAZIER Sum							515.00-
00001 BOURNE BROTHERS PRINTING 46790		00131932	12004089	NOTARY STAMP-CHAPMAN-COURT	04/12/13	229763	33.50-
BOURNE BROTHERS PRINTING Sum							33.50-
00001 BROADWAY DRIVE TIRE		00132148	12004369	TIRES U#16240 CONSTR	04/12/13	229767	308.56-
BROADWAY DRIVE TIRE Sum							308.56-
00001 BULLOCK, TERRANCE		TRAVEL REIMB 00132228	12004178	EXPNS GANG INVEST TRNG BILOXI	04/12/13	229770	190.38-
BULLOCK, TERRANCE Sum							190.38-

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING APRIL 12, 2013						Page Date	3 - 04/10/13
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00001 C A L E A INC	INV11580	00132244	12004175	ANNUAL CONTINUATION FEE	04/12/13	229775	4,065.00-
00001 C A L E A INC	INV11538	00132244	12004176	COMMISSION CONF-CANDIDATE AGE	04/12/13	229775	185.00-
C A L E A INC Sum							4,250.00-
00001 C D W GOVERNMENT	BL10654	00130476	12004298	MOTION COMPUTERS-DETECTIVES	04/12/13	229776	14,880.00-
C D W GOVERNMENT Sum							14,880.00-
00001 CAMPER CITY OF HATTIESBU	22145	00132219	12004258	TIRES U#13562 CEMETERY	04/12/13	229779	398.00-
CAMPER CITY OF HATTIESBU Sum							398.00-
00001 CARQUEST AUTO PARTS STOR	14758-3298	00132137	12004161	SHOP SUPP/PTS CEM/FORESTRY	04/12/13	229780	151.88-
00001 CARQUEST AUTO PARTS STOR	14758-3678	00131568	12004218	REPR PTS U#17722 SANIT	04/12/13	229780	21.90-
00001 CARQUEST AUTO PARTS STOR	14758-3503	00132141	12004355	REPR PTS/SUPP POLICE STOCK	04/12/13	229780	729.61-
00001 CARQUEST AUTO PARTS STOR	14758-2675	00131796	12004356	REPR PTS POLICE STOCK	04/12/13	229780	353.92-
CARQUEST AUTO PARTS STOR Sum							1,257.31-
00001 CERTIFIED LABORATORIES	1048907	00131813	12004121	GAS/DIESEL ADDITIVES-SHOP	04/12/13	229782	3,784.90-
00001 CERTIFIED LABORATORIES	1048907 FRT	00132109	12004124	FREIGHT CHGS PO#131813	04/12/13	229782	213.16-
00001 CERTIFIED LABORATORIES	1053513	00132158	12004197	COOL TOWER CHEMICALS C HALL	04/12/13	229782	1,137.50-
00001 CERTIFIED LABORATORIES	1050747	00132004	12004257	CHEMICALS-HEALTH	04/12/13	229782	1,115.35-
CERTIFIED LABORATORIES Sum							6,250.91-
00001 CITY OF HATTIESBURG FUND	040313	02013372	12004172	TRF 1ST 4/13 PAYROLL	04/03/13	17587	912,688.88-
CITY OF HATTIESBURG FUND Sum							912,688.88-
00001 COBURN'S SUPPLY CO INC	REG-LEE 4/02	00132177	12004156	REG-LEE-R22 RETROFIT TRAINING	04/12/13	229790	50.00-
00001 COBURN'S SUPPLY CO INC	REG-MANAWAY	00132177	12004157	REG-MANAWAY-R22 RETROFIT TRNG	04/12/13	229790	50.00-
00001 COBURN'S SUPPLY CO INC	605695626	00131687	12004216	DRAIN PIPE VARI LOC	04/12/13	229790	8,967.00-
COBURN'S SUPPLY CO INC Sum							9,067.00-
00001 COMCAST CABLEVISION OF H	095776410200	00132299	12004239	BRDBAND 4/15-5/14 #7 FIRE STA	04/12/13	229792	60.55-
COMCAST CABLEVISION OF H Sum							60.55-
00001 COMMERCIAL STATIONERY CO	342814-0	00131893	12004141	PURCHASE ORDER PAPER	04/12/13	229793	440.00-
00001 COMMERCIAL STATIONERY CO	342786-0	00132040	12004357	OFFICE SUPP P/F ACADEMY	04/12/13	229793	85.70-
COMMERCIAL STATIONERY CO Sum							525.70-
00001 COMMUNITY BANK	032813	00132160	12004075	200 MAIN ST MB 2013-48	04/01/13	17571	17,977.49-

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY BANK Sum							17,977.49-
00001 COMPREHENSIVE RADIOLOGY	CRS034944199	00132407	12004313	SERV 1/19/13 MCKINES-PRISONER	04/12/13	229794	412.00-
00001 COMPREHENSIVE RADIOLOGY	03500170001	00132407	12004314	SERV 2/3/13 HUTTON-PRISONER	04/12/13	229794	49.00-
00001 COMPREHENSIVE RADIOLOGY	03501456201	00132407	12004315	SERV 2/5/13 LANDRY-PRISONER	04/12/13	229794	37.00-
00001 COMPREHENSIVE RADIOLOGY	03501456201	00132407	12004316	SERV 2/6/13 LANDRY-PRISONER	04/12/13	229794	198.00-
COMPREHENSIVE RADIOLOGY Sum							696.00-
00001 COMSOUTH	168722	00131371	12004117	RADIO REPR U#15678 FIRE DEPT	04/12/13	229795	415.00-
00001 COMSOUTH	169034	00131914	12004118	RADIO REPR U#15681 FIRE DEPT	04/12/13	229795	152.00-
00001 COMSOUTH	168281	00130251	12004150	RADIO REPR FIRE DEPT	04/12/13	229795	96.25-
00001 COMSOUTH	169248	00132115	12004151	RADIO REPR PTS FIRE DEPT	04/12/13	229795	1,872.00-
00001 COMSOUTH	168982	00131804	12004370	RADIO REPR CONSTR DEPT	04/12/13	229795	283.50-
00001 COMSOUTH	169424	00132318	12004381	RADIO BATTERY-DONALD-POLICE	04/12/13	229795	99.00-
00001 COMSOUTH	169356	00132318	12004382	RADIO BATTERY-DOBBINS-POLICE	04/12/13	229795	99.00-
COMSOUTH Sum							3,016.75-
00001 COURTESY MOTORS INC	26850	00132149	12004104	REPRS U#15906 TORNADO DAMAGE	04/12/13	229798	4,988.66-
COURTESY MOTORS INC Sum							4,988.66-
00001 CUMMINS MID SOUTH LLC	003-40143	00132230	12004301	REPR PTS TRLR GENERATOR ACDMY	04/12/13	229799	113.01-
CUMMINS MID SOUTH LLC Sum							113.01-
00001 ECONOMY SUPPLY CO	188384	00132005	12004112	BLDG MATLS #7 FIRE STA	04/12/13	229808	55.25-
ECONOMY SUPPLY CO Sum							55.25-
00001 EMERGENCY EQUIPMENT PROF	406176	00131748	12004113	REPR PTS U#18099 FIRE DEPT	04/12/13	229810	60.41-
00001 EMERGENCY EQUIPMENT PROF	406223	00132341	12004304	REPRS U#18098 FIRE DEPT	04/12/13	229810	206.00-
00001 EMERGENCY EQUIPMENT PROF	406236	00132341	12004305	REPRS U#18100 FIRE DEPT	04/12/13	229810	94.00-
00001 EMERGENCY EQUIPMENT PROF	406238	00132341	12004306	REPRS U#18100 FIRE DEPT	04/12/13	229810	160.00-
00001 EMERGENCY EQUIPMENT PROF	406234	00132341	12004307	REPRS U#18099 FIRE DEPT	04/12/13	229810	173.50-
EMERGENCY EQUIPMENT PROF Sum							693.91-
00001 ENVIRONMENTAL SAFETY & I	13-1266	00131472	12004111	OIL GATOR-MVA CLEANUP/HAZMAT	04/12/13	229812	2,210.00-
ENVIRONMENTAL SAFETY & I Sum							2,210.00-
00001 FARRIS, JONATHAN M ATTOR	20111	00132410	12004344	SERVS 1/13-2/13 MUN COURT	04/12/13	229817	2,063.00-
FARRIS, JONATHAN M ATTOR Sum							2,063.00-
00001 FASTENAL COMPANY	MSHAT158129	00131973	12004337	SAFETY GLOVES CONSTR DEPT	04/12/13	229818	131.34-

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FASTENAL COMPANY							
Sum							131.34-
00001 FEDERAL EXPRESS	2-212-97396	00132116	12004123	SERVS 3/11/13 ENGR DEPT	04/12/13	229819	15.04-
FEDERAL EXPRESS							
Sum							15.04-
00001 FERGUSON ENTERPRISES INC	1178489	00132003	12004286	SOAP DISPENSERS TRAIN DEPOT	04/12/13	229820	1,015.41-
FERGUSON ENTERPRISES INC							
Sum							1,015.41-
00001 FORD, PHILLIP	PETTY CASH 4	00132441	12004365	PETTY CASH TRAFF/CONST/AIRPT	04/12/13	229821	225.16-
FORD, PHILLIP							
Sum							225.16-
00001 FORREST CTY DISTRICT ATT	BAD CHECK FE	02013378	12004224	BAD CHECK RECOVERY FEE	04/12/13	229822	46.79-
FORREST CTY DISTRICT ATT							
Sum							46.79-
00001 FORREST CTY SUPERVISORS	JAIL 1/13 EX	00132392	12004328	JAIL 1/13 EXPENSES	04/12/13	229823	95,400.00-
00001 FORREST CTY SUPERVISORS	JAIL 1/13 ME	00132392	12004329	JAIL 1/13 MEDICAL	04/12/13	229823	1,780.76-
00001 FORREST CTY SUPERVISORS	JAIL 2/13 EX	00132392	12004330	JAIL 2/13 EXPENSES	04/12/13	229823	89,520.00-
00001 FORREST CTY SUPERVISORS	JAIL 2/13 ME	00132392	12004331	JAIL 2/13 MEDICAL	04/12/13	229823	973.04-
FORREST CTY SUPERVISORS							
Sum							187,673.80-
00001 FORREST GENERAL HOSPITAL	35001700 HUT	00132394	12004317	SERV 2/3/13 HUTTON-PRISONER	04/12/13	229824	1,225.30-
00001 FORREST GENERAL HOSPITAL	34297937 HIL	00132394	12004318	SERV 8/21/12 HILL-PRISONER	04/12/13	229824	272.34-
00001 FORREST GENERAL HOSPITAL	34255125 BRA	00132394	12004320	SERV 8/11/12 BRANTLEY-PRISONR	04/12/13	229824	1,131.85-
00001 FORREST GENERAL HOSPITAL	35063841 CAG	00132394	12004321	SERV 2/15/13 CAGLE-PRISONER	04/12/13	229824	1,860.63-
00001 FORREST GENERAL HOSPITAL	35032408 WRI	00132394	12004322	SERV 2/11/13 WRIGHT-PRISONER	04/12/13	229824	1,872.00-
00001 FORREST GENERAL HOSPITAL	35028901 WRI	00132394	12004323	SERV 2/9/13 WRIGHT-PRISONER	04/12/13	229824	1,049.00-
00001 FORREST GENERAL HOSPITAL	34944199 MCK	00132394	12004324	SERV 1/19/13 MCKINES-PRISONER	04/12/13	229824	4,837.10-
00001 FORREST GENERAL HOSPITAL	35014562 LAN	00132394	12004325	SERV 2/6/13 LANDRY-PRISONER	04/12/13	229824	4,409.69-
00001 FORREST GENERAL HOSPITAL	34803072 SCO	00132394	12004326	SERV 12/14/12 SCOTT-PRISONER	04/12/13	229824	866.25-
00001 FORREST GENERAL HOSPITAL	34649491 GUI	00132394	12004327	SERV 11/9/12 GUILBEAU-PRISONR	04/12/13	229824	8,805.30-
FORREST GENERAL HOSPITAL							
Sum							26,329.46-
00001 FORREST GENERAL HOSPITAL	EAP CHARGE 4	00132202	12004145	EAP CHARGE 4/13	04/12/13	229825	1,785.00-
FORREST GENERAL HOSPITAL							
Sum							1,785.00-
00001 FUELMAN OF MS	BG127044 NP3	00132181	12004147	FUEL CHGS 3/18-21 FED/STATE	04/12/13	229826	68.44-
00001 FUELMAN OF MS	BG127044 NP3	00132286	12004254	FUEL CHGS 3/21/13 SANIT	04/12/13	229826	49.25-
FUELMAN OF MS							
Sum							117.69-

CITY OF HATTIESBURG
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00001 G & K SERVICES	1035359177	00132271	12004265	UNIFORMS 3/05 TRAFFIC	04/12/13	229828	24.00-
00001 G & K SERVICES	10353612366	00132271	12004266	UNIFORMS 3/12 TRAFFIC	04/12/13	229828	24.00-
00001 G & K SERVICES	1035363351	00132271	12004267	UNIFORMS 3/19 TRAFFIC	04/12/13	229828	24.00-
00001 G & K SERVICES	10353695474	00132271	12004268	UNIFORMS 3/26 TRAFFIC	04/12/13	229828	24.00-
00001 G & K SERVICES	1035359178	00132271	12004269	UNIFORMS 3/05 CONSTR	04/12/13	229828	47.09-
00001 G & K SERVICES	1035361267	00132271	12004270	UNIFORMS 3/12 CONSTR	04/12/13	229828	47.09-
00001 G & K SERVICES	1035363352	00132271	12004271	UNIFORMS 3/19 CONSTR	04/12/13	229828	47.09-
00001 G & K SERVICES	1035365475	00132271	12004272	UNIFORMS 3/26 CONSTR	04/12/13	229828	47.09-
00001 G & K SERVICES	1035359179	00132271	12004273	MATS 3/05 CONSTR	04/12/13	229828	5.50-
00001 G & K SERVICES	1035361268	00132271	12004274	MATS 3/12 CONSTR	04/12/13	229828	5.50-
00001 G & K SERVICES	1035363353	00132271	12004275	MATS 3/19 CONSTR	04/12/13	229828	5.50-
00001 G & K SERVICES	1035365478	00132271	12004276	MATS 3/26 CONSTR	04/12/13	229828	8.00-
00001 G & K SERVICES	1035359199	00132271	12004277	UNIFORMS 3/05 AIRPORT	04/12/13	229828	12.00-
00001 G & K SERVICES	1035361288	00132271	12004278	UNIFORMS 3/12 AIRPORT	04/12/13	229828	12.00-
00001 G & K SERVICES	1035363373	00132271	12004279	UNIFORMS 3/19 AIRPORT	04/12/13	229828	12.00-
00001 G & K SERVICES	1035365496	00132271	12004280	UNIFORMS 3/26 AIRPORT	04/12/13	229828	12.00-
G & K SERVICES Sum							356.86-
00001 G G A ADMINISTRATORS	CAFE PLAN AD	00132126	12004093	CAFE PLAN ADM FEES 2/13	04/12/13	229829	306.15-
00001 G G A ADMINISTRATORS	CAFE PLAN AD	00132130	12004094	CAFE PLAN ADM FEES 3/13	04/12/13	229829	303.55-
G G A ADMINISTRATORS Sum							609.70-
00001 GARNER LUMLEY ELECTRIC S	486156	00132110	12004126	ELEC SUPP-FESTIVAL-CONSTR	04/12/13	229830	2,272.73-
GARNER LUMLEY ELECTRIC S Sum							2,272.73-
00001 GILKEY ELECTRIC SUPPLY C	244003	00132123	12004159	ELEC SUPP HUBFEST 2013 CONSTR	04/12/13	229831	252.40-
00001 GILKEY ELECTRIC SUPPLY C	243908	00131936	12004393	ELEC SUPP HUBFEST 2013	04/12/13	229831	59.70-
00001 GILKEY ELECTRIC SUPPLY C	244065	00131936	12004394	ELEC SUPP HUBFEST 2013	04/12/13	229831	66.00-
GILKEY ELECTRIC SUPPLY C Sum							378.10-
00001 GILLILANDS ELECTRONICS S	53955	00132258	12004195	NEW FAX HOOKUP POLICE DEPT	04/12/13	229832	130.00-
00001 GILLILANDS ELECTRONICS S	53968	00132258	12004196	MOVE PHONE LINE MUN COURT	04/12/13	229832	65.00-
00001 GILLILANDS ELECTRONICS S	54304	00132322	12004229	FIRE ALARM SERV TRAIN DEPOT	04/12/13	229832	176.92-
00001 GILLILANDS ELECTRONICS S	54535	00132328	12004251	PHONE SERV REPR-THOMAS-SHOP	04/12/13	229832	65.00-
00001 GILLILANDS ELECTRONICS S	54405	00131745	12004345	CAMERA/DVR POLICE DEPT	04/12/13	229832	2,400.00-
00001 GILLILANDS ELECTRONICS S	54539	00131925	12004346	WIRING FRONT LOBBY POLICE DEP	04/12/13	229832	300.00-
GILLILANDS ELECTRONICS S Sum							3,136.92-
00001 GLADDEN LAW OFFICE PLLC	10316	00132415	12004349	SERVS 2/4-3/4 LAMAR SIGN	04/12/13	229833	889.00-
00001 GLADDEN LAW OFFICE PLLC	10315	00132415	12004350	SRV 2/16-3/15 PEARSON FIREWRK	04/12/13	229833	1,849.50-
00001 GLADDEN LAW OFFICE PLLC	10318	00132415	12004351	SRV 2/18-3/11 LIGHTHOUSE RSCU	04/12/13	229833	322.00-
00001 GLADDEN LAW OFFICE PLLC	10317	00132415	12004352	SRV 2/18-3/6 MIDTOWN GUN	04/12/13	229833	336.00-
GLADDEN LAW OFFICE PLLC Sum							3,396.50-
00001 GULF REGIONS ITS	REG-THOMPSON	00132173	12004158	REG-THOMPSON-ITS WORKSHOP	04/12/13	229836	35.00-

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GULF REGIONS ITS Sum							35.00-
00001 H'BURG COCA COLA BOTTLIN	56102005305	00132404	12004378	DRINKING WATER COUNCIL OFFICE	04/12/13	229837	35.00-
H'BURG COCA COLA BOTTLIN Sum							35.00-
00001 H'BURG HYDRAULICS INC	50843	00131329	12004340	REPR PTS U#16010 FORESTRY	04/12/13	229838	162.82-
00001 H'BURG HYDRAULICS INC	50844	00131428	12004397	REPR PTS U#16010 CEMETERY	04/12/13	229838	92.21-
H'BURG HYDRAULICS INC Sum							255.03-
00001 H'BURG MEDICAL SUPPLY	405493	00131345	12004302	MED SCALES ACDMY WEIGHT ROOM	04/12/13	229839	295.00-
H'BURG MEDICAL SUPPLY Sum							295.00-
00001 H'BURG PUBLISHING	46270	00132398	12004284	AD-CADENZA-M/ADM	04/12/13	229841	193.00-
00001 H'BURG PUBLISHING	47683	00132398	12004285	AD-SOUTHERN MAGAZINE-M/ADM	04/12/13	229841	200.00-
H'BURG PUBLISHING Sum							393.00-
00001 HEALTHWORKS LLC	2500-24-2716	00132400	12004288	POST ACCIDENT DRUG SCREENS	04/12/13	229848	987.00-
HEALTHWORKS LLC Sum							987.00-
00001 HILL, LEROY COFFEE CO IN	12186	00132320	12004226	COFFEE SERV M/ADM	04/12/13	229852	19.25-
HILL, LEROY COFFEE CO IN Sum							19.25-
00001 HUDSON'S TREASURE HUNT (	CLAY CHANEY	02013377	12004223	MERCHANT FEE & FINE	04/12/13	229856	35.00-
HUDSON'S TREASURE HUNT (							35.00-
00001 IMPRESSIONS IN STONE	03/28/13	00132161	12004074	200 MAIN ST MB 2013-48	04/01/13	17570	31,007.37-
IMPRESSIONS IN STONE Sum							31,007.37-
00001 INDOFF INC	2254424	00131928	12004209	OFFICE SUPP PUBLIC WORKS	04/12/13	229857	219.97-
00001 INDOFF INC	2254429	00131928	12004210	JANIT SUPP FIRE DEPT	04/12/13	229857	37.14-
00001 INDOFF INC	2257097	00132101	12004235	JANIT SUPP FIRE DEPT	04/12/13	229857	900.06-
00001 INDOFF INC	2257560	00132101	12004236	JANIT SUPP FIRE DEPT	04/12/13	229857	291.07-
00001 INDOFF INC	2257133	00132112	12004237	JANIT SUPP FIRE DEPT	04/12/13	229857	231.00-
INDOFF INC Sum							1,679.24-
00001 INTERFACE SECURITY SYSTE	16624542	00132164	12004129	SECURITY 4/13 HILND CEMETERY	04/12/13	229859	31.45-

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INTERFACE SECURITY SYSTE Sum							
00001 INVENTIVE DESIGNERS	18-0098	00132449	12004348	AS400 SOFTWARE MAINT HPD	04/12/13	229860	31.45-
INVENTIVE DESIGNERS Sum							3,803.09-
00001 IRBY, STUART C CO	S007416309.0	00131825	12004128	ELEC SUPP AIPOPT SIGN LAMP	04/12/13	229862	53.60-
00001 IRBY, STUART C CO	S007384195.0	00130483	12004131	ELEC SUPP 2/13 POLICE DEPT	04/12/13	229862	193.33-
00001 IRBY, STUART C CO	S007422750.0	00131888	12004338	LIGHT METER CONSTR DEPT	04/12/13	229862	100.00-
00001 IRBY, STUART C CO	S007410629.0	00131737	12004339	ELEC SUPP CONSTR DEPT	04/12/13	229862	381.80-
00001 IRBY, STUART C CO	S007407588.0	00131301	12004341	ELEC SUPP 3/13 POLICE DEPT	04/12/13	229862	38.82-
00001 IRBY, STUART C CO	S007343437.0	00131078	12004390	SIGNAL EQUIP TORNADO DAMAGE	04/12/13	229862	19,272.22-
00001 IRBY, STUART C CO	S007343437.0	00131078	12004391	SIGNAL EQUIP TORNADO DAMAGE	04/12/13	229862	545.91-
IRBY, STUART C CO Sum							20,585.68-
00001 JET CONSTRUCTION	1575	00131444	12004211	ROAD BED TOPPING VARI LOC	04/12/13	229865	1,050.00-
JET CONSTRUCTION Sum							1,050.00-
00001 JOHNNY'S WRECKER SERVICE	21124	00132301	12004396	TOWING U#16080 SANIT	04/12/13	229866	250.00-
JOHNNY'S WRECKER SERVICE Sum							250.00-
00001 JONES, DEREK (REFUNDS)	DEPOT RENT R	02013385	12004342	DEPOT RENT REFUND 4/12/13	04/12/13	229869	100.00-
JONES, DEREK (REFUNDS) Sum							100.00-
00001 KENTWOOD SPRINGWATER	757798	00132459	12004384	DRINKING WATER POLICE DEPT	04/12/13	229873	169.20-
KENTWOOD SPRINGWATER Sum							169.20-
00001 LAMAR CTY SHERIFF	JAIL 7/12	00132390	12004332	JAIL EXPENSE 7/12	04/12/13	229882	2,440.00-
00001 LAMAR CTY SHERIFF	JAIL 2/13	00132390	12004333	JAIL EXPENSE 2/13	04/12/13	229882	2,420.00-
LAMAR CTY SHERIFF Sum							4,860.00-
00001 LANCASTER'S MACHINE & WE	21193	00132315	12004256	REPRS U#14410 SANIT	04/12/13	229883	906.00-
LANCASTER'S MACHINE & WE Sum							906.00-
00001 LAWRENCE PRINTING CO INC	59993	00132172	12004227	BALLOTS-DEMOCRATIC PRIMARY'13	04/12/13	229885	1,699.05-
LAWRENCE PRINTING CO INC Sum							1,699.05-
00001 LAWRENCE, CHARLES E JR	SERVS BIVINS	00132491	12004400	SERVS BIVINS VS CITY	04/12/13	229886	3,097.22-
00001 LAWRENCE, CHARLES E JR	SERVS-BROWN	00132491	12004401	SERVS BROWN VS CITY	04/12/13	229887	969.00-

CITY OF HATTIESBURG
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00001 LAWRENCE, CHARLES E JR	SERVS-COH VS	00132491	12004402	SERVS COH VS LAMAR COUNTY	04/12/13	229888	1,181.50-
00001 LAWRENCE, CHARLES E JR	SERVS-JONES	00132491	12004403	SERVS JONES VS CITY	04/12/13	229889	544.00-
00001 LAWRENCE, CHARLES E JR	SERVS-LIGHTH	00132491	12004404	SERVS LIGHTHOUSE VS COH	04/12/13	229890	760.75-
00001 LAWRENCE, CHARLES E JR	SERVS-PEARSO	00132491	12004405	SERVS PEARSON'S VS CITY	04/12/13	229891	293.25-
LAWRENCE, CHARLES E JR Sum							6,845.72-
00001 LEWIS PRINTING & OFFICE	8921		00131918	12004139 RECEIPT BOOKS-HPD/COUNTY JAIL	04/12/13	229892	202.23-
LEWIS PRINTING & OFFICE Sum							202.23-
00001 LEXISNEXIS MATTHEW BENDE	4411592X		00132198	12004142 MS ADV CODE SERV 3/13-2/14	04/12/13	229893	56.94-
LEXISNEXIS MATTHEW BENDE Sum							56.94-
00001 LOWE'S OF HATTIESBURG IN	900001		00131902	12004130 DISCOUNT ADJ CREDIT	04/12/13	229903	246.90
00001 LOWE'S OF HATTIESBURG IN	935937		00131571	12004134 ELEC SUPP-LIGHTS #8 FIRE STA	04/12/13	229903	172.36-
00001 LOWE'S OF HATTIESBURG IN	924617		00131414	12004135 HAND TOOLS CONSTR DEPT	04/12/13	229903	80.60-
00001 LOWE'S OF HATTIESBURG IN	935771		00131527	12004136 HAND TOOLS CEMETERY/FORESTRY	04/12/13	229903	495.42-
00001 LOWE'S OF HATTIESBURG IN	935950		00131571	12004137 ELEC SUPP-LIGHTS #8 FIRE STA	04/12/13	229903	112.71-
00001 LOWE'S OF HATTIESBURG IN	937260		00131571	12004138 CREDIT RETURN	04/12/13	229903	119.16-
LOWE'S OF HATTIESBURG IN Sum							495.03-
00001 MARVIN'S INC	15277706-413		00131807	12004125 PORTLAND CEMENT DRAINAGE	04/12/13	229906	641.20-
00001 MARVIN'S INC	15278167-413		00131807	12004132 PORTLAND CEMENT DRAINAGE DEPT	04/12/13	229906	641.20-
00001 MARVIN'S INC	15279803-493		00131807	12004133 CREDIT INV#15277706-41351	04/12/13	229906	641.20-
MARVIN'S INC Sum							641.20-
00001 MCALISTERS DELI	PO#131993 3/		00131993	12004140 FOOD MYLC HONOREE RECEPTION	04/12/13	229908	238.44-
MCALISTERS DELI Sum							238.44-
00001 MCCAIN UNIFORMS	249227-1		00130585	12004101 UNIFORM TROUSERS CHIEF BOLTON	04/12/13	229909	520.00-
00001 MCCAIN UNIFORMS	250753-1		00131446	12004199 UNIFORM TROUSERS ROBB/STOCK	04/12/13	229909	130.00-
00001 MCCAIN UNIFORMS	251969-1		00131446	12004200 UNIFORM TROUSERS ROBB/STOCK	04/12/13	229909	520.00-
MCCAIN UNIFORMS Sum							1,170.00-
00001 MCELHANEY PLUMBING INC	200894		00130486	12004222 HARDWARE SUPP 2/13 POLICE DEPT	04/12/13	229910	104.55-
00001 MCELHANEY PLUMBING INC	205400		00132253	12004368 WATER COOLER ENGR DEPT	04/12/13	229910	518.78-
MCELHANEY PLUMBING INC Sum							623.33-
00001 MCINNIS, LAWRENCE (REFUN MUNICIPAL COURT REFUND	02013380		12004372	MUNICIPAL COURT REFUND	04/12/13	229911	1,073.50-
MCINNIS, LAWRENCE (REFUN Sum							1,073.50-

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING APRIL 12, 2013					Page Date	11 04/10/13	
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							
00001 MS POLICE SUPPLY CO INC	12410		00131602	12004102 DUTY GEAR POLICE STOCK	04/12/13	229931	470.00-
MS POLICE SUPPLY CO INC							412.50-
Sum							
00001 MS POWER COMPANY	4/13 GENERAL	00201313	12004373	MNTHLY ELEC-GENERAL	04/12/13	229932	5,378.94-
00001 MS POWER COMPANY	33399-42007	00132445	12004395	TEMP LIGHTS MOBILE/4TH/6TH	04/12/13	229932	2,103.00-
MS POWER COMPANY							7,481.94-
Sum							16.00-
00001 MS STATE/TAX COMM/UNDERC	PO#132222 4/	00132222	12004174	TAG RENEWAL U#16501 POLICE	04/12/13	229933	16.00-
MS STATE/TAX COMM/UNDERC							16.00-
Sum							
00001 MS STATE/TREASURER/FINAN	3/2013	02013353	12004085	FINE COLLECTIONS 3/2013	04/02/13	17581	215,447.73-
MS STATE/TREASURER/FINAN							215,447.73-
Sum							95.00-
00001 MULTITECH OFFICE MACHINE	13040132	00132453	12004379	PRINTER REPR HPD FRONT DESK	04/12/13	229934	95.00-
MULTITECH OFFICE MACHINE							95.00-
Sum							
00001 NAPA AUTO PARTS	487588	00131567	12004212	REPR PTS U#17017 STREET	04/12/13	229937	78.02-
00001 NAPA AUTO PARTS	487590	00131567	12004213	REPR PTS U#14676 SHOP	04/12/13	229937	61.90-
00001 NAPA AUTO PARTS	486391	00131467	12004219	REPR PTS U#11434 SANIT	04/12/13	229937	14.58-
00001 NAPA AUTO PARTS	487729	00132281	12004238	REPR PTS U#9927 FIRE DEPT	04/12/13	229937	100.03-
00001 NAPA AUTO PARTS	487106	00131964	12004243	REPR PTS U#12956 STREET	04/12/13	229937	31.60-
00001 NAPA AUTO PARTS	487107	00131964	12004244	REPR PTS U#12956 STREET	04/12/13	229937	47.60-
00001 NAPA AUTO PARTS	487245	00132118	12004246	PTS/SUPP-SHOP	04/12/13	229937	141.78-
00001 NAPA AUTO PARTS	487248	00132118	12004247	REPR PTS U#15142 HEALTH	04/12/13	229937	37.78-
00001 NAPA AUTO PARTS	487112	00131962	12004248	WORK GLOVES-SHOP	04/12/13	229937	13.67-
00001 NAPA AUTO PARTS	487114	00131962	12004249	REPR PTS U#11434 SANIT	04/12/13	229937	14.58-
00001 NAPA AUTO PARTS	487183	00132139	12004291	REPR PTS SERVICE CENTER	04/12/13	229937	318.00-
00001 NAPA AUTO PARTS	486854	00131258	12004292	REPR PTS POLICE STOCK	04/12/13	229937	25.89-
00001 NAPA AUTO PARTS	486852	00131795	12004293	REPR PTS POLICE STOCK	04/12/13	229937	41.90-
NAPA AUTO PARTS							927.33-
Sum							
00001 NEEL-SCHAFFER INC	1008853	00132195	12004084	PROF SERV YR 10 - STORM WATER	04/01/13	17580	3,614.54-
NEEL-SCHAFFER INC							3,614.54-
Sum							
00001 NEWELL PAPER COMPANY	558429	00131974	12004092	JANIT/RESTROOM SUPP CITY HALL	04/12/13	229942	479.36-
00001 NEWELL PAPER COMPANY	558883	00131948	12004100	SOAP DISPENSERS POLICE DEPT	04/12/13	229942	157.71-
NEWELL PAPER COMPANY							637.07-
Sum							
00001 NORFOLK SOUTHERN CORP	90067290	00132268	12004221	PARKING LOT LEASE 4/13-4/14	04/12/13	229945	1,402.10-

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING APRIL 12, 2013					Page Date	12 - 04/10/13	
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 NORFOLK SOUTHERN CORP	90071255	00132484	12004399	5/13 LEASE RR STREET PK LOT	04/12/13	229946	1,402.10-
NORFOLK SOUTHERN CORP Sum							2,804.20-
00001 OFFICE DEPOT INC	650792636001	00131903	12004099	COMPUTER SUPP POLICE DEPT	04/12/13	229948	51.17-
00001 OFFICE DEPOT INC	1564369547	00132095	12004228	COMPUTER/OFFICE SUPP	04/12/13	229948	1,392.79-
00001 OFFICE DEPOT INC	650793136001	00131895	12004299	OFFICE SUPP P/F ACADEMY	04/12/13	229948	61.65-
00001 OFFICE DEPOT INC	650793137001	00131895	12004300	OFFICE SUPP P/F ACADEMY	04/12/13	229948	59.56-
OFFICE DEPOT INC Sum							1,565.17-
00001 ORION PLANNING GROUP	#12 LDC UPDA	00132192	12004143	SERVS 3/13 LAND CODE UPDATE	04/12/13	229950	8,216.41-
00001 ORION PLANNING GROUP	#12 1/2 HARD	00132192	12004144	SRV 3/25-29 HARDY ST CHARETTE	04/12/13	229950	2,880.00-
ORION PLANNING GROUP Sum							11,096.41-
00001 OVERHEAD DOOR CO OF HBUR	63096	00132456	12004386	REPR GATES POLICE SERV CNTR	04/12/13	229951	195.00-
OVERHEAD DOOR CO OF HBUR Sum							195.00-
00001 OWENS BUSINESS MACHINES	250300	00132243	12004180	COPIER MNT 4/13-3/14 RECORDS	04/12/13	229952	1,790.00-
OWENS BUSINESS MACHINES Sum							1,790.00-
00001 PEANUTS TOWING SERVICE	62442	00132156	12004109	TOWING U#14146 POLICE	04/12/13	229956	65.00-
00001 PEANUTS TOWING SERVICE	59839	00132156	12004110	TOWING SEIZED VEHICLE	04/12/13	229956	100.00-
00001 PEANUTS TOWING SERVICE	62756	00132227	12004181	TOWING SEIZED VEHICLE	04/12/13	229956	100.00-
00001 PEANUTS TOWING SERVICE	62649	00132227	12004182	TOWING SEIZED VEHICLE	04/12/13	229956	100.00-
00001 PEANUTS TOWING SERVICE	62853	00132227	12004183	TOWING SEIZED VEHICLE	04/12/13	229956	100.00-
00001 PEANUTS TOWING SERVICE	62642	00132227	12004184	TOWING DETECTIVE'S CAR	04/12/13	229956	65.00-
00001 PEANUTS TOWING SERVICE	62686	00132227	12004185	TOWING U#17578 POLICE	04/12/13	229956	65.00-
PEANUTS TOWING SERVICE Sum							595.00-
00001 PEARL RIVER VALLEY EPA (	102100005 4/	00201313	12004376	MNTHLY 4/13 PUBLIC SERVICES	04/12/13	229957	535.44-
00001 PEARL RIVER VALLEY EPA (	4/13 GENERAL	00201313	12004377	MNTHLY 4/13 PUBLIC SERVICES	04/12/13	229957	4,418.69-
PEARL RIVER VALLEY EPA (							4,954.13-
Sum							1,926.00-
00001 PHILLIPS CAR CARE CENTER	24947	00130837	12004308	REPRS U#11058 LAND CODE	04/12/13	229959	354.63-
00001 PHILLIPS CAR CARE CENTER	25647	00132218	12004309	REPRS U#14683 LAND CODE	04/12/13	229959	
PHILLIPS CAR CARE CENTER Sum							2,280.63-
00001 PINE BELT FORD INC (SEE	32596	00132059	12004155	REPRS U#18864 TRAFFIC DEPT	04/12/13	229962	62.20-
PINE BELT FORD INC (SEE							
Sum							62.20-

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00001 PINE BELT OIL COMPANY IN	1009737	00131971	12004087	WEEKLY GAS,DIESEL PUB WORKS	04/12/13	229963	25,474.64-	13
00001 PINE BELT OIL COMPANY IN	671856	00132178	12004160	GASOLINE/DIESEL CEM/FORESTRY	04/12/13	229963	4,382.60-	04/10/13
00001 PINE BELT OIL COMPANY IN	672162	00132277	12004214	MNTHLY GAS CARD FEE PUB WORKS	04/12/13	229963	543.83-	
00001 PINE BELT OIL COMPANY IN	1008899	00132207	12004281	WEEKLY GAS PUBLIC WORKS	04/12/13	229963	19,105.08-	
00001 PINE BELT OIL COMPANY IN	1009421	00132207	12004282	WEEKLY DIESEL PUBLIC WORKS	04/12/13	229963	15,065.08-	
PINE BELT OIL COMPANY IN Sum							64,571.23-	
00001 PINE BELT REGIONAL SOLID	100006 3/13	00132413	12004371	REFUSE DISPOSAL 3/1-28 SANIT	04/12/13	229964	35,055.95-	
PINE BELT REGIONAL SOLID Sum								
00001 POLICE EQUIPMENT WORLDWI	4736	00130306	12004230	MTRCYCLE PANTS VARI POLICE	04/12/13	229965	1,537.23-	
POLICE EQUIPMENT WORLDWI Sum								
00001 PREMIER ORTHOPAEDICS	CARHUM0001 C	00132395	12004334	SERV 1/25/13 CARRERA-PRISONER	04/12/13	229969	924.84-	
PREMIER ORTHOPAEDICS Sum								
00001 PRUITT GROUP, THE	LOBBY RETAIN	00132200	12004146	LOBBYING RETAINER FEE 4/13	04/12/13	229970	3,000.00-	
PRUITT GROUP, THE Sum								
00001 QMS SERVICES INC	REG-BENSON 5	00132492	12004406	REG-BENSON-BROWNSFIELD CONF	04/12/13	229973	250.00-	
QMS SERVICES INC Sum								
00001 RJ YOUNG COMPANY	331449	00132196	12004148	COPIER MNT 2/26-3/26 ACADEMY	04/12/13	229979	278.00-	
00001 RJ YOUNG COMPANY	330647	00132242	12004186	COPIER MNT 2/28-3/28 DETECTVS	04/12/13	229979	518.00-	
00001 RJ YOUNG COMPANY	331459	00132270	12004215	COPIER MNT 2/28-3/28 ENGR	04/12/13	229979	348.30-	
00001 RJ YOUNG COMPANY	330595	00132340	12004303	COPIER MNT 2/28-3/28 FIRE DEP	04/12/13	229979	196.00-	
RJ YOUNG COMPANY Sum							1,340.30-	
00001 ROK BROTHERS INC	00051921	00131260	12004294	REPR PTS POLICE STOCK	04/12/13	229982	293.56-	
00001 ROK BROTHERS INC	00051922	00131260	12004295	REPR PTS POLICE STOCK	04/12/13	229982	365.52-	
00001 ROK BROTHERS INC	00052036	00131260	12004296	REPR PTS POLICE STOCK	04/12/13	229982	253.20-	
00001 ROK BROTHERS INC	00051921(B)	00132342	12004297	ADDL AMT DUE PO#131260	04/12/13	229982	288.08-	
ROK BROTHERS INC Sum							1,200.36-	
00001 RYAN MOTORS INC	195593	00132143	12004108	REPR PTS POLICE STOCK	04/12/13	229984	243.94-	
00001 RYAN MOTORS INC	195687	00132458	12004383	REPR PTS U#17113 POLICE	04/12/13	229984	174.61-	
RYAN MOTORS INC Sum							418.55-	
00001 SACKS OUTDOOR SUPPLY	16688	00131473	12004217	RUBBER BOOT CONSTR DEPT	04/12/13	229985	34.97-	

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00001 SACKS OUTDOOR SUPPLY	16648	00132155	12004259	BOOTS-PK OPER OFFICER	04/12/13	229985	89.98-
00001 SACKS OUTDOOR SUPPLY	16689	00132247	12004289	CLOTH ALLOW-MCGINTY-POLICE	04/12/13	229985	219.97-
00001 SACKS OUTDOOR SUPPLY	16649	00132316	12004290	CLOTH ALLOW-VAUGHN-POLICE	04/12/13	229985	39.97-
SACKS OUTDOOR SUPPLY Sum							384.89-
00001 SCHAUS LLC	40513	00132440	12004354	CONSULTANT TORNADO RELIEF	04/12/13	229988	4,586.00-
SCHAUS LLC Sum							4,586.00-
00001 SCHWANDT, MARILYN T	PETTY CASH 3	00132367	12004283	PETTY CASH VARI DEPTS	04/12/13	229991	180.05-
SCHWANDT, MARILYN T Sum							180.05-
00001 SHOWS DEARMAN & WAITS IN	17381	00132193	12004083	DEBRIS MONITORING - TORNADO	04/01/13	17579	23,350.00-
00001 SHOWS DEARMAN & WAITS IN	17414	00132376	12004335	SERV 2/24-3/23 N MAIN/5TH ST	04/12/13	229993	150.00-
00001 SHOWS DEARMAN & WAITS IN	17412	00132378	12004336	SERV 2/24-3/23 W CAREY/BURNEY	04/12/13	229993	1,850.00-
SHOWS DEARMAN & WAITS IN Sum							25,350.00-
00001 SKILLPATH SEMINARS	1750562	00127881	12004119	SMNAR BOOKS LIGGINS/JACKSON	04/12/13	229995	31.90-
00001 SKILLPATH SEMINARS	1750571	00127881	12004120	SMNAR BOOKS LIGGINS/JACKSON	04/12/13	229995	31.90-
SKILLPATH SEMINARS Sum							63.80-
00001 SOLAR SUPPLY INC	3440585	00132113	12004127	HVAC FREON CONSTR STOCK	04/12/13	229998	76.78-
SOLAR SUPPLY INC Sum							76.78-
00001 SOUTH MS EMERGENCY PHYSI	119381176/27	00132416	12004359	SERV 2/3/13 HUTTON-PRISONER	04/12/13	229999	512.00-
00001 SOUTH MS EMERGENCY PHYSI	119474491 LA	00132416	12004361	SERV 2/6/13 LANDRY-PRISONER	04/12/13	229999	512.00-
00001 SOUTH MS EMERGENCY PHYSI	119593343 WR	00132416	12004362	SERV 2/9/13 WRIGHT-PRISONER	04/12/13	229999	512.00-
00001 SOUTH MS EMERGENCY PHYSI	119640506 WR	00132416	12004363	SERV 2/10/13 WRIGHT-PRISONER	04/12/13	229999	763.00-
00001 SOUTH MS EMERGENCY PHYSI	119975446/27	00132416	12004364	SERV 2/15/13 CAGLE-PRISONER	04/12/13	229999	683.00-
SOUTH MS EMERGENCY PHYSI Sum							2,982.00-
00001 SOUTHERN COURT REPORTERS	079490541	00132401	12004287	DEPOSITION COPY P BIVINS	04/12/13	230000	362.20-
SOUTHERN COURT REPORTERS Sum							362.20-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 2/19	02013373	12004189	POLICE FINES COLL.FEE	04/12/13	230001	349.63-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 2/19/	02013374	12004190	POLICE FINES COLL.FEE	04/12/13	230001	124.00-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 3/1/1	02013375	12004191	POLICE FINES COLL.FEE	04/12/13	230001	169.25-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAR2 3/1-	02013376	12004192	POLICE FINES COLL.FEE	04/12/13	230001	247.79-
SOUTHERN FINANCIAL SYSTE Sum							890.67-

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00001 SOUTHERN PINE ELECTRIC P	4/13 GENERAL	00201313	12004375	MNTHLY 4/13 PUBLIC SERVICES	04/12/13	230004	1,274.62-
SOUTHERN PINE ELECTRIC P Sum							1,274.62-
00001 SOUTHERN TIRE MART LLC	11072205	00131782	12004152	TIRES U#18098 FIRE DEPT	04/12/13	230005	3,158.84-
00001 SOUTHERN TIRE MART LLC	11072726	00132176	12004153	TIRES U#11363 FIRE DEPT	04/12/13	230005	1,334.64-
00001 SOUTHERN TIRE MART LLC	11072736	00131782	12004164	CREDIT RETURN	04/12/13	230005	1,579.42
SOUTHERN TIRE MART LLC Sum							2,914.06-
00001 STANDARD OFFICE SUPPLY C	0033312-001	00131892	12004090	COPY PAPER PURCHASING DEPT	04/12/13	230011	199.95-
00001 STANDARD OFFICE SUPPLY C	0033378-001	00131946	12004091	FOLDERS-H RES PERSONNEL FILES	04/12/13	230011	159.96-
00001 STANDARD OFFICE SUPPLY C	0033313-001	00131854	12004122	COPY PAPER ENGR DEPT	04/12/13	230011	339.98-
00001 STANDARD OFFICE SUPPLY C	0033674-001	00132217	12004208	OFFICE SUPP LAND CODE	04/12/13	230011	637.98-
00001 STANDARD OFFICE SUPPLY C	0033842-001	00132216	12004358	PERMIT ENVELOPES LAND CODE	04/12/13	230011	359.49-
00001 STANDARD OFFICE SUPPLY C	0033782-001	00132330	12004380	OFFICE SUPP/COPY PAPER-POLICE	04/12/13	230011	1,007.52-
STANDARD OFFICE SUPPLY C Sum							2,704.88-
00001 STRIBLING EQUIPMENT CO L	RS006012278:	00131835	12004245	REPRS U#8629 STREET	04/12/13	230014	2,282.30-
STRIBLING EQUIPMENT CO L Sum							2,282.30-
00001 SUNBELT FIRE INC	101865	00132096	12004240	REPR WARNING LIGHTS U#13560	04/12/13	230015	352.48-
SUNBELT FIRE INC Sum							410.45-
00001 THYSSENKRUPP ELEVATOR CO	3000473594	00132483	12004398	MAINT 4/13 PINE ST GARAGE	04/12/13	230020	111.50-
THYSSENKRUPP ELEVATOR CO Sum							111.50-
00001 TLO LLC	362606 4/01/	00132245	12004177	ONLINE SEARCH 3/13 POLICE	04/12/13	230021	410.45-
TLO LLC Sum							111.50-
00001 TRUCKS PLUS AUTO ACCESSO	25678	00132068	12004154	TRAILER HITCHES TRAFFIC DEPT	04/12/13	230023	845.00-
00001 TRUCKS PLUS AUTO ACCESSO	25728	00132223	12004252	SHANK BALL U#10690 CONSTR	04/12/13	230023	69.00-
00001 TRUCKS PLUS AUTO ACCESSO	25743	00132037	12004366	STEP BARS/FLR MATS U#18864	04/12/13	230023	408.00-
TRUCKS PLUS AUTO ACCESSO Sum							1,322.00-
00001 TRUSTMARK NATIONAL BANK/	#18143/28401	02013358	12004080	GARB CAN LEASE DUE 4/30/13	04/01/13	17576	23,186.40-
TRUSTMARK NATIONAL BANK/ Sum							23,186.40-
00001 UNDERWOOD'S SMALL ENGINE	44162	00132464	12004388	MOTOR OIL FIRE DEPT	04/12/13	230025	22.00-
UNDERWOOD'S SMALL ENGINE							

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Sum							22.00-
00001 UNITED PARCEL SERVICE IN	00008E1Y1512	00132226	12004179	SHIP CHGS 3/14,3/20 POLICE	04/12/13	230027	45.60-
UNITED PARCEL SERVICE IN Sum							45.60-
00001 V F W OF THE US				PARKING SPAC 00132201 12004163 PARKING SPACES 4/13	04/12/13	230029	75.00-
V F W OF THE US Sum							75.00-
00001 VONCO PRODUCTS INC	0117832			00132079 12004103 PRISONER PROPERTY ENVELOPES	04/12/13	230034	818.00-
VONCO PRODUCTS INC Sum							818.00-
00001 WALKER, ROGER (REFUNDS)				DAMAGE DEP R 02013386 12004343 DAMAGE DEPOSIT REFUND	04/12/13	230036	500.00-
WALKER, ROGER (REFUNDS) Sum							500.00-
00001 WATERS INTERNATIONAL TRU 8-230860057				00132106 12004220 REPR PTS VARI SANIT UNITS	04/12/13	230041	1,119.38-
00001 WATERS INTERNATIONAL TRU 8-230880081				00130861 12004250 ADHESIVE KIT-SHOP STOCK	04/12/13	230041	15.50-
00001 WATERS INTERNATIONAL TRU 8-230940057				00132294 12004255 REPR PTS U#17721 SANIT	04/12/13	230041	59.18-
WATERS INTERNATIONAL TRU Sum							1,194.06-
00001 WILLMUT GAS & OIL COMPAN 4/13 GENERAL				00201313 12004374 MNTHLY GAS-GENERAL	04/12/13	230046	2,757.64-
WILLMUT GAS & OIL COMPAN Sum							2,757.64-
00001 WORKWELL SERVICES (NEW V 7550				00132128 12004193 EMP DRUG SCREENS 1/13	04/12/13	230049	435.00-
00001 WORKWELL SERVICES (NEW V 8113				00132129 12004194 EMP DRUG SCREENS 2/13	04/12/13	230049	672.00-
WORKWELL SERVICES (NEW V Sum							1,107.00-
Sum							1,912,597.25-

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PARKS & RECREATION FUND 00002 AGRI-AFC LLC	1034565	00132185	12001047	FERTILIZER TATUM BASEBALL	04/12/13	229741	187.00-
AGRI-AFC LLC Sum							187.00-
00002 AMERIMARK DIRECT	26752	00131550	12001112	EARTH DAY PROMO GIFTS	04/12/13	229745	648.00-
00002 AMERIMARK DIRECT	26780	00131550	12001113	EARTH DAY PROMO GIFTS	04/12/13	229745	890.00-
00002 AMERIMARK DIRECT	26780 FRT	00132405	12001114	FREIGHT CHGS PO#131550	04/12/13	229745	215.32-
AMERIMARK DIRECT Sum							1,753.32-
00002 AUTOMOTIVE GLASS SPECIAL I141673		00131401	12001060	WINDOW REG U#9213 GRNDS MAINT	04/12/13	229753	290.00-
AUTOMOTIVE GLASS SPECIAL Sum							290.00-
00002 BETTS, SHERMAN	OFFICIAL 3/2	02013383	12001073	OFFICIAL-ADULT BASKETBALL	04/12/13	229759	731.00-
BETTS, SHERMAN Sum							731.00-
00002 BRACKMAN MOWER WAREHOUSE	0117676	00132119	12001040	AGRI EQUIP PTS/SUPP	04/12/13	229766	1,254.77-
00002 BRACKMAN MOWER WAREHOUSE	IN0117704	00132153	12001041	REPRS U#17561 GRNDS MAINT	04/12/13	229766	180.45-
00002 BRACKMAN MOWER WAREHOUSE	0117619	00132002	12001061	GAS CANS GRNDS MAINT	04/12/13	229766	50.00-
00002 BRACKMAN MOWER WAREHOUSE	0117623	00132033	12001068	REPR PTS U#17562 GRNDS MAINT	04/12/13	229766	45.80-
00002 BRACKMAN MOWER WAREHOUSE	0117622	00132034	12001069	REPR PTS U#17997 GRNDS MAINT	04/12/13	229766	80.47-
00002 BRACKMAN MOWER WAREHOUSE	IN0117883	00132240	12001070	REPR PTS GRNDS MAINT UNITS	04/12/13	229766	339.08-
BRACKMAN MOWER WAREHOUSE Sum							1,950.57-
00002 BUCKHAULTS ELECTRIC SERV	PO#130029 1/	00130029	12001042	ELEC SUPP TATUM SOCCER LIGHTS	04/12/13	229769	3,080.00-
00002 BUCKHAULTS ELECTRIC SERV	PO#130654 3/	00130654	12001043	REPR CUT WIRES DAHMER FLD#1	04/12/13	229769	1,500.00-
BUCKHAULTS ELECTRIC SERV Sum							4,580.00-
00002 BUNCH, LATOYA L	OFFICIAL 3/2	02013383	12001075	OFFICIAL-YOUTH SPORTS	04/12/13	229771	170.00-
BUNCH, LATOYA L Sum							170.00-
00002 BURKETT, LASHONTAY	OFFICIAL 3/2	02013383	12001074	OFFICIAL-YOUTH SPORTS	04/12/13	229772	51.00-
BURKETT, LASHONTAY Sum							51.00-
00002 CAMERON ELECTRIC MOTOR C	28176	00132426	12001108	FOUNTAIN REPR VETERAN'S PARK	04/12/13	229778	245.60-
CAMERON ELECTRIC MOTOR C Sum							245.60-
00002 CICIS PIZZA	PO#132214 4/	00132214	12001066	FOOD KHB EARTH DAY VOLUNTEERS	04/12/13	229784	69.92-
CICIS PIZZA							

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Sum							69.92-
00002 CINTAS FIRST AID J71	OJ71103138	00132213	12001064	FIRST AID SUPP GRNDS MAINT	04/12/13	229785	312.33-
CINTAS FIRST AID J71							
Sum							312.33-
00002 CITY OF HATTIESBURG FUND 040313		02013372	12001055	TRF 1ST 4/13 PAYROLL	04/03/13	36393	40,062.95-
CITY OF HATTIESBURG FUND							
Sum							40,062.95-
00002 CLEMENTS HARDWARE	105561	00132117	12001037	TIE DOWN STRAPS	04/12/13	229788	53.98-
00002 CLEMENTS HARDWARE	105643	00132264	12001062	MINOR EQUIP GRNDS MAINT	04/12/13	229788	52.93-
00002 CLEMENTS HARDWARE	105563	00131972	12001065	CLEANUP SUPP EAGLEPALOOZA	04/12/13	229788	344.42-
CLEMENTS HARDWARE							
Sum							451.33-
00002 COLQUITT, EMMA		SPORTS SERVS 02013384	12001086	SPORTS SUPPORT SERVICES	04/12/13	229791	210.00-
COLQUITT, EMMA							
Sum							210.00-
00002 COPY CATS PRINTING	311785	00131945	12001038	KHB RECYCLE FLYERS	04/12/13	229797	60.00-
COPY CATS PRINTING							
Sum							60.00-
00002 DUNMORE, JOHNATHAN		SPORTS SERVS 02013384	12001087	SPORTS SUPPORT SERVICES	04/12/13	229806	245.00-
DUNMORE, JOHNATHAN							
Sum							245.00-
00002 EASTERLING, ISAIAH (POLL OFFICIAL 3/2 02013383		12001076	OFFICIAL-YOUTH SPORTS		04/12/13	229807	272.00-
EASTERLING, ISAIAH (POLL							
Sum							272.00-
00002 ECONOMY SUPPLY CO	188372	00132134	12001050	BITS/SCREWS-TIMBERTON	04/12/13	229808	31.71-
ECONOMY SUPPLY CO							
Sum							31.71-
00002 ELKINS WHOLESALE INC	169917-00	00132121	12001036	JANIT SUPP GRNDS MAINT	04/12/13	229809	766.48-
ELKINS WHOLESALE INC							
Sum							766.48-
00002 FAIRLEY, LAKENDRA		SPORTS SERVS 02013384	12001088	SPORTS SUPPORT SERVICES	04/12/13	229814	140.00-
FAIRLEY, LAKENDRA							
Sum							140.00-
00002 FAIRLEY, TRE		SPORTS SERVS 02013384	12001089	SPORTS SUPPORT SERVICES	04/12/13	229815	14.00-
FAIRLEY, TRE							

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Sum							14.00-
00002 FAIRLEY, WILLIAM (VASTON SPORTS SERVICES		02013384	12001090	SPORTS SUPPORT SERVICES	04/12/13	229816	370.00-
FAIRLEY, WILLIAM (VASTON Sum							
00002 FEDERAL EXPRESS	2-220-55798	00132199	12001051	SERV 3/21/13 GRNDS MAINT	04/12/13	229819	370.00-
FEDERAL EXPRESS Sum							23.44-
00002 GREEN FOREST NURSERY INC 20349		00132184	12001048	PLANTS TATUM BASEBALL L'SCAPE	04/12/13	229834	352.00-
GREEN FOREST NURSERY INC Sum							
00002 GRIFFIN, GABRIEL	OFFICIAL 3/2	02013383	12001077	OFFICIAL-YOUTH SPORTS	04/12/13	229835	697.00-
GRIFFIN, GABRIEL Sum							697.00-
00002 HARTFIELD, FALLON	SPORTS SERVS	02013384	12001091	SPORTS SUPPORT SERVICES	04/12/13	229846	14.00-
HARTFIELD, FALLON Sum							14.00-
00002 HOSKINS, JAZAMINE	SPORTS SERVS	02013384	12001092	SPORTS SUPPORT SERVICES	04/12/13	229854	287.00-
HOSKINS, JAZAMINE Sum							287.00-
00002 IRBY, STUART C CO	S007435673.0	00132076	12001067	ELEC SUPP-CE ROY TRL-TORNADO	04/12/13	229862	162.19-
IRBY, STUART C CO Sum							162.19-
00002 JACKSON, FREDDIE	SPORTS SERVS	02013384	12001093	SPORTS SUPPORT SERVICES	04/12/13	229863	105.00-
JACKSON, FREDDIE Sum							105.00-
00002 JONES, ANN	PETTY CASH 3	00132252	12001058	PETTY CASH GRNDS MAINT	04/12/13	229868	86.62-
JONES, ANN Sum							86.62-
00002 KELLY, KEITH	OFFICIAL 3/2	02013383	12001078	OFFICIAL-ADULT BASKETBALL	04/12/13	229872	204.00-
KELLY, KEITH Sum							204.00-
00002 KEYS, MECHEKA	SPORTS SERVS	02013384	12001094	SPORTS SUPPORT SERVICES	04/12/13	229874	259.00-
KEYS, MECHEKA Sum							259.00-

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00002 KIRKSEY, NANCY JONES	SPORTS SERVS	02013384	12001095	SPORTS SUPPORT SERVICES	04/12/13	229876	370.00--
KIRKSEY, NANCY JONES Sum							370.00--
00002 LANCASTER'S MACHINE & WE	21103	00132102	12001044	GRASS GUARD REPR U#16977	04/12/13	229883	45.00--
00002 LANCASTER'S MACHINE & WE	21196	00132279	12001071	REPRS U#6785 GRNDS MAINT	04/12/13	229883	112.00--
LANCASTER'S MACHINE & WE Sum							157.00--
00002 LOCKE, JACKIE W	OFFICIAL 3/2	02013383	12001079	OFFICIAL-YOUTH SPORTS	04/12/13	229894	135.00--
LOCKE, JACKIE W Sum							135.00--
00002 MCNAIR, EVELENE	OFFICIAL 3/2	02013383	12001080	OFFICIAL-ADULT BASKETBALL	04/12/13	229914	731.00--
MCNAIR, EVELENE Sum							731.00--
00002 MCPHAIL, HOWARD F	SPORTS SERVS	02013384	12001096	SPORTS SUPPORT SERVICES	04/12/13	229915	265.00--
MCPHAIL, HOWARD F Sum							265.00--
00002 MILLER, LLOYD M	OFFICIAL 3/2	02013383	12001081	OFFICIAL-ADULT BASKETBALL	04/12/13	229920	255.00--
MILLER, LLOYD M Sum							255.00--
00002 MITCHELL TOOL SALES & SE	86538	00132248	12001063	INFLATION GAGE GRNDS MAINT	04/12/13	229921	49.99--
MITCHELL TOOL SALES & SE Sum							49.99--
00002 MS FIRE & SAFETY OF HBUR	35431	00132165	12001052	CLEAN FIRE HOOD TATUM SOFTBAL	04/12/13	229929	169.00--
MS FIRE & SAFETY OF HBUR Sum							169.00--
00002 MS POWER COMPANY	4/13 PKS/REC	00201313	12001110	MNTHLY ELEC-PARKS & REC	04/12/13	229932	964.97--
MS POWER COMPANY Sum							964.97--
00002 NAPA AUTO PARTS	4872348	00132114	12001057	LUBRICANTS GRNDS MAINT UNITS	04/12/13	229937	155.82--
NAPA AUTO PARTS Sum							155.82--
00002 NEEL-SCHAFFER INC	1008236	00130335	12001045	SERVS KP TENNIS LANDSCAPE PLN	04/12/13	229939	1,022.33--
NEEL-SCHAFFER INC Sum							1,022.33--
00002 OFFICE DEPOT INC	1562435158	00131817	12001035	PRINTER/SUPP GRNDS MAINT	04/12/13	229948	284.57--

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OFFICE DEPOT INC Sum							284.57-
00002 PACE ROOFING	1540	00131263	12001072	PERMANENT ROOF-CE ROY-TORNADO	04/12/13	229953	188,528.00-
PACE ROOFING Sum							188,528.00-
00002 PETERSON, DEION			12001097	SPORTS SUPPORT SERVICES	04/12/13	229958	112.00-
PETERSON, DEION Sum							112.00-
00002 POWELL, RANDY			12001098	SPORTS SUPPORT SERVICES	04/12/13	229967	273.00-
POWELL, RANDY Sum							273.00-
00002 RICE, AL			12001082	OFFICIAL-ADULT BASKETBALL	04/12/13	229976	731.00-
RICE, AL Sum							731.00-
00002 ROBINSON, MARVIN			12001083	OFFICIAL-ADULT BASKETBALL	04/12/13	229981	170.00-
ROBINSON, MARVIN Sum							170.00-
00002 ROTO-ROOTER	404822	00132190	12001059	CLEAN SWR LINE GARDEN CLUB	04/12/13	229983	189.50-
ROTO-ROOTER Sum							189.50-
00002 SOUTHERN FOREST PRODUCTS	1647	00132031	12001049	WOOD SHAVINGS CITY WIDE USE	04/12/13	230002	800.00-
SOUTHERN FOREST PRODUCTS Sum							800.00-
00002 SOUTHERN MS PINE STRAW	7895	00132032	12001056	PINE STRAW TATUM BB/SB	04/12/13	230003	250.00-
SOUTHERN MS PINE STRAW Sum							250.00-
00002 TERRELL, WINSTON			12001084	OFFICIAL-ADULT BASKETBALL	04/12/13	230019	51.00-
TERRELL, WINSTON Sum							51.00-
00002 VARNADO, ALEXZANDRIA			12001099	SPORTS SUPPORT SERVICES	04/12/13	230031	147.00-
VARNADO, ALEXZANDRIA Sum							147.00-
00002 VARNADO, UNDRA			12001100	SPORTS SUPPORT SERVICES	04/12/13	230032	196.00-
VARNADO, UNDRA							

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Sum							196.00--
00002 VINCENT, CALVIN JR			12001101	SPORTS SUPPORT SERVICES	04/12/13	230033	315.00--
VINCENT, CALVIN JR Sum							
00002 VULCAN MATERIALS CO	30175270	FRT 00130469	12001109	RIPRAP FRT CHG TATUM SOCCER	04/12/13	230035	315.00--
VULCAN MATERIALS CO Sum							169.35--
00002 WARE, DERRICK			12001102	SPORTS SUPPORT SERVICES	04/12/13	230038	169.35--
WARE, DERRICK Sum							266.00--
00002 WATER FLOW PRODUCTIONS I	7974	00132104	12001039	PLUMB SUPP TATUM PARK	04/12/13	230040	1,578.74--
00002 WATER FLOW PRODUCTIONS I	7973	00131094	12001046	FRENCH DRAIN TATUM BB FLD#2	04/12/13	230040	4,800.00--
00002 WATER FLOW PRODUCTIONS I	8043	00132321	12001107	SPRINKLER REPR TATUM BASEBALL	04/12/13	230040	479.67--
WATER FLOW PRODUCTIONS I Sum							6,858.41--
00002 WHEELER, CURTIS			12001103	SPORTS SUPPORT SERVICES	04/12/13	230043	343.00--
WHEELER, CURTIS Sum							
00002 WILLMUT GAS & OIL COMPAN	4/13	PKS/REC 00201313	12001111	MNTHLY GAS-PARKS & REC	04/12/13	230046	12.92--
WILLMUT GAS & OIL COMPAN Sum							12.92--
00002 WILSON, DARRYL			12001085	OFFICIAL-ADULT BASKETBALL	04/12/13	230047	731.00--
WILSON, DARRYL Sum							731.00--
00002 WINDHAM, CRYSTAL			12001104	SPORTS SUPPORT SERVICES	04/12/13	230048	168.00--
WINDHAM, CRYSTAL Sum							168.00--
Sum							260,025.32--

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HATT MUNICIPAL FIRE PROTECTION							
00005 TRUSTMARK NATIONAL BANK/	ACCT#0002840	02013381	12000035	FIRE TRK LEASE NOTE # 33523	04/08/13	21659	14,340.60-
TRUSTMARK NATIONAL BANK/							
Sum							14,340.60-
Sum							14,340.60-

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WATER & SEWER OPERATION/MAINT.							
00009 ARNOLD LINE WATER ASSN I	243279		00132486	12000952 CUSTOMER LISTING 1/13-3/13	04/12/13	229749	405.00-
ARNOLD LINE WATER ASSN I Sum							
00009 AUTO ARMATURE SERVICE IN	0071	00131736	12000924	BATTERIES-VARI PUMP STATIONS	04/12/13	229751	405.00-
00009 AUTO ARMATURE SERVICE IN	0039	00132246	12000929	METER FOR WATER PLANT	04/12/13	229751	359.85-
00009 AUTO ARMATURE SERVICE IN	0044	00132138	12000930	BATTERY FOR LAGOON	04/12/13	229751	429.95-
AUTO ARMATURE SERVICE IN Sum							
00009 AUTOMOTIVE GLASS SPECIAL	I141881		00131739	12000935 DOOR U#14142 SEWER DEPT	04/12/13	229753	105.95-
AUTOMOTIVE GLASS SPECIAL Sum							
00009 BONNER ANALYTICAL	TESTIN 51933	00132180	12000916	CHLORINE/COLIFORM REPEAT 2/13	04/12/13	229762	895.75-
00009 BONNER ANALYTICAL	TESTIN 52163	00132387	12000941	COLIFORM/WTR SAMPLES 3/26/13	04/12/13	229762	193.00-
00009 BONNER ANALYTICAL	TESTIN 52058	00132387	12000942	NPDES MONITORING 3/13	04/12/13	229762	193.00-
00009 BONNER ANALYTICAL	TESTIN 52149	00132471	12000955	REPEAT 3/13 SOUTH LAGOON	04/12/13	229762	534.60-
00009 BONNER ANALYTICAL	TESTIN 51525	00132471	12000956	BOIL WTR SAMPLES VARI LOC	04/12/13	229762	350.00-
BONNER ANALYTICAL TESTIN Sum							
00009 BOUTWELL, MATTHEW	PETTY CASH 2	00132354	12000938	PETTY CASH TRANS/PLT/LAGOONS	04/12/13	229764	885.82-
BOUTWELL, MATTHEW Sum							
00009 CARQUEST AUTO PARTS STOR	14758-2916	00131908	12000914	HOSE CLAMPS SEWER DEPT	04/12/13	229780	113.35-
CARQUEST AUTO PARTS STOR Sum							
00009 CENTRAL PIPE SUPPLY INC	R85497	00130805	12000913	PLUMB SUPP SEWER DEPT	04/12/13	229781	200.00-
00009 CENTRAL PIPE SUPPLY INC	R86113	00132254	12000946	COUPLINGS-SEWER DEPT	04/12/13	229781	534.60-
00009 CENTRAL PIPE SUPPLY INC	R86065	00132188	12000954	HYDRANT METER TRANS DEPT	04/12/13	229781	350.00-
CENTRAL PIPE SUPPLY INC Sum							
00009 CERTIFIED LABORATORIES	1062623	00132276	12000957	CHEMICALS SEWER/LAGOONS	04/12/13	229782	106.57-
CERTIFIED LABORATORIES Sum							
00009 CITY OF HATTIESBURG FUND	040313	02013372	12000923	TRF 1ST 4/13 PAYROLL	04/03/13	21658	106.57-
CITY OF HATTIESBURG FUND Sum							
00009 COBURN'S SUPPLY CO INC	605697276-1	00131774	12000921	SERVICE TUBING WTR TRANS DEPT	04/12/13	229790	1,100.00-
COBURN'S SUPPLY CO INC							

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING APRIL 12, 2013					Page Date	25 - 04/10/13	
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							21.00-
00009 CONTROL SYSTEMS INC	46987	00132147	12000943	SERV CALL LIFT STATIONS 2/14	04/12/13	229796	702.98-
00009 CONTROL SYSTEMS INC	46968	00132147	12000944	SERV CALL TURTLE CRK 2/21	04/12/13	229796	1,454.96-
CONTROL SYSTEMS INC							
Sum							2,157.94-
00009 D P C ENTERPRISES LP	212000639-13	00132120	12000936	CHEMICALS-LAGOONS	04/12/13	229800	5,264.00-
D P C ENTERPRISES LP							
Sum							5,264.00-
00009 EMPIRE TRUCK SALES (H'BU	RE006015434:	00131741	12000919	REPRS U#13176 SEWER DEPT	04/12/13	229811	405.61-
EMPIRE TRUCK SALES (H'BU							
Sum							405.61-
00009 GILLILANDS ELECTRONICS S	54426	00132125	12000910	ALARM 4/13-7/13 WATER OFFICE	04/12/13	229832	90.00-
00009 GILLILANDS ELECTRONICS S	54518	00132267	12000926	REPR DRIVE THRU INTERCOM	04/12/13	229832	109.36-
GILLILANDS ELECTRONICS S							
Sum							199.36-
00009 H'BURG HYDRAULICS INC	50937	00131899	12000947	REPRS U#15916 SEWER	04/12/13	229838	790.71-
H'BURG HYDRAULICS INC							
Sum							790.71-
00009 INDOFF INC	2257186	00132135	12000939	OFFICE/JANIT SUPP WTR PLANT	04/12/13	229857	274.71-
INDOFF INC							
Sum							274.71-
00009 INDUSTRIAL ELECTRIC MOTO	5086657	00131355	12000920	MOTOR REPR 63RD ST LIFT STA	04/12/13	229858	1,263.14-
INDUSTRIAL ELECTRIC MOTO							
Sum							1,263.14-
00009 LAMAR AUTO SALVAGE INC	463347	00131929	12000945	DOOR ASSEMBLY U#10381 TRANS	04/12/13	229881	150.00-
LAMAR AUTO SALVAGE INC							
Sum							150.00-
00009 MCELHANEY PLUMBING INC	205062	00131705	12000940	PLUMB SUPP USM TANK	04/12/13	229910	42.15-
MCELHANEY PLUMBING INC							
Sum							42.15-
00009 MS FAST TRACK TITLE PROG	PO#132280 4/	00132280	12000928	RPLCMNT TITLE U#5488 TRANS	04/12/13	229927	39.00-
MS FAST TRACK TITLE PROG							
Sum							39.00-
00009 MS POWER COMPANY	4/13 W&SO&M	00201313	12000948	MNTHLY ELEC-W&SO&M	04/12/13	229932	38,491.29-
MS POWER COMPANY							

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING APRIL 12, 2013					Page Date	26 04/10/13	
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							38,491.29-
00009 NAPA AUTO PARTS	486265	00131672	12000911	REPR PTS U#14164 TRANS	04/12/13	229937	148.66-
00009 NAPA AUTO PARTS	487103	00131964	12000932	REPR PTS U#13512 TRANS	04/12/13	229937	30.54-
00009 NAPA AUTO PARTS	487249	00132118	12000933	REPR PTS U#13080 LAGOON	04/12/13	229937	58.33-
00009 NAPA AUTO PARTS	487117	00131962	12000934	REPR PTS U#14702 LAGOON	04/12/13	229937	75.21-
NAPA AUTO PARTS Sum							312.74-
00009 NORTH LAMAR WATER ASSN		CUSTOMER LIS	00132487	12000953 WATER USAGE CUSTOMER LIST	04/12/13	229947	133.00-
NORTH LAMAR WATER ASSN Sum							133.00-
00009 PEANUTS TOWING SERVICE	62594	00132269	12000927	TOW STUCK WTR CUSTOMER AUTO	04/12/13	229956	65.00-
PEANUTS TOWING SERVICE Sum							65.00-
00009 PEARL RIVER VALLEY EPA (	4/13 W&SO&M	00201313	12000951	MNTHLY 4/13 PUBLIC SERVICES	04/12/13	229957	6,235.19-
PEARL RIVER VALLEY EPA (Sum							6,235.19-
00009 POWER PLUS INC	14112	00131952	12000912	HARNESSES WATER PLANT	04/12/13	229968	48.00-
POWER PLUS INC Sum							48.00-
00009 PUMP AND CONTROL SERVICE	449	00132236	12000931	MAINT/REPRS S LAGOON 3/26-28	04/12/13	229972	2,400.00-
00009 PUMP AND CONTROL SERVICE	446	00131616	12000937	MAINT/REPRS S LAGOON 3/4-8	04/12/13	229972	3,200.00-
00009 PUMP AND CONTROL SERVICE	450	00132468	12000958	MAINT/REPRS S LAGOON 4/2-5	04/12/13	229972	2,400.00-
PUMP AND CONTROL SERVICE Sum							8,000.00-
00009 SCOGGINS PUMP REPAIR	8933	00132209	12000925	GRINDER PUMPS SOUTH LAGOON	04/12/13	229992	2,409.29-
00009 SCOGGINS PUMP REPAIR	8925	00131354	12000959	EQUIP REPR SOUTH LAGOON	04/12/13	229992	8,771.00-
00009 SCOGGINS PUMP REPAIR	8941	00132122	12000960	PUMP REPR NORTH LAGOON	04/12/13	229992	7,280.00-
SCOGGINS PUMP REPAIR Sum							18,460.29-
00009 SOUTHERN PINE ELECTRIC P	4/13 W&SO&M	00201313	12000950	MNTHLY 4/13 PUBLIC SERVICES	04/12/13	230004	466.02-
SOUTHERN PINE ELECTRIC P Sum							466.02-
00009 SOUTHERN WATERWORKS SUPP	47359	00132036	12000917	PLUMB SUPP SEWER DEPT	04/12/13	230006	197.16-
00009 SOUTHERN WATERWORKS SUPP	47376	00132136	12000918	PLUMB SUPP SEWER DEPT	04/12/13	230006	357.66-
SOUTHERN WATERWORKS SUPP Sum							554.82-
00009 U S POSTMASTER-POSTAGE (	POSTAGE 4/13	00132204	12000915	POSTAGE 4/13 WATER OFFICE	04/12/13	230024	3,500.00-

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						Check Amount
U S POSTMASTER-POSTAGE (						
Sum						3,500.00-
00009 WILLMUT GAS & OIL COMPAN	4/13 W&SO&M	00201313	12000949	MNTHLY GAS-W&SO&M	04/12/13	230046
Sum						864.53-
WILLMUT GAS & OIL COMPAN						
Sum						864.53-
Sum						183,009.30-

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WATER & SEWER FUND 00011 B S R	METER DEP RF	02013339	12000434	METER DEPOSIT REFUND	04/12/13	229754	38.82-
B S R Sum							38.82-
00011 BARNES FAMILY DENISTRY	METER DEP RF	00201339	12000423	METER DEPOSIT REFUND	04/12/13	229755	55.15-
BARNES FAMILY DENISTRY Sum							55.15-
00011 BELLINO, CHRISTINA	METER DEP RF	02013339	12000446	METER DEPOSIT REFUND	04/12/13	229756	38.82-
BELLINO, CHRISTINA Sum							38.82-
00011 BOWMAN SR, DAN A	METER DEP RE	02013339	12000426	METER DEPOSIT REFUND	04/12/13	229765	38.82-
BOWMAN SR, DAN A Sum							38.82-
00011 CAGLE, ANNA	METER DEP RF	02013369	12000405	METER DEPOSIT REFUND	04/12/13	229777	3.82-
CAGLE, ANNA Sum							3.82-
00011 CHANDLER, ROBERT E	METER DEP RF	02013339	12000420	METER DEPOSIT REFUND	04/12/13	229783	2.64-
CHANDLER, ROBERT E Sum							2.64-
00011 CITY OF HATTIESBURG FUND MARCH WATER	02013349	12000459	MARCH WATER DIST IN APRIL		04/02/13	36383	139,433.67-
CITY OF HATTIESBURG FUND Sum							139,433.67-
00011 DELARIVA, LUCAS R	METER DEP RF	02013339	12000447	METER DEPOSIT REFUND	04/12/13	229801	17.54-
DELARIVA, LUCAS R Sum							17.54-
00011 DEWS, LUTHER	METER DEP RF	02013369	12000411	METER DEPOSIT REFUND	04/12/13	229802	55.82-
DEWS, LUTHER Sum							55.82-
00011 DIKES, CARLIE	METER DEP RF	02013339	12000431	METER DEPOSIT REFUND	04/12/13	229803	23.32-
DIKES, CARLIE Sum							23.32-
00011 EVANS, EMILY E	METER DEP RF	02013339	12000453	METER DEPOSIT REFUND	04/12/13	229813	38.82-
EVANS, EMILY E Sum							38.82-
00011 HALL, ELIZABETH ANN	METER DEP RF	02013369	12000398	METER DEPOSIT REFUND	04/12/13	229842	40.00-

CITY OF HATTIESBURG
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HALL, ELIZABETH ANN Sum							40.00-
00011 HALLMAN PROPERTY MANAGEM	METER DEP RF	02013339	12000438	METER DEPOSIT REFUND	04/12/13	229843	2.64-
HALLMAN PROPERTY MANAGEM Sum							2.64-
00011 HAMPTON, LAWANDA	METER DEP RF	02013369	12000404	METER DEPOSIT REFUND	04/12/13	229844	34.54-
HAMPTON, LAWANDA Sum							34.54-
00011 HARMON, BRITANY	METER DEP RF	02013339	12000448	METER DEPOSIT REFUND	04/12/13	229845	23.32-
HARMON, BRITANY Sum							23.32-
00011 HENDRY,ASHLEE L	METER DEP RF	02013339	12000440	METER DEPOSIT REFUND	04/12/13	229850	3.82-
HENDRY,ASHLEE L Sum							3.82-
00011 KDC INVESTMENTS *	METER DEP RF	02013339	12000452	METER DEPOSIT REFUND	04/12/13	229871	38.82-
KDC INVESTMENTS * Sum							38.82-
00011 KONECKY, SERENA R	METER DEP RF	02013339	12000419	METER DEPOSIT REFUND	04/12/13	229877	38.82-
KONECKY, SERENA R Sum							38.82-
00011 LADNER, ADAM S	METER DEP RF	02013339	12000433	METER DEPOSIT REFUND	04/12/13	229879	2.64-
LADNER, ADAM S Sum							2.64-
00011 LAIZURE, SIDNEY M	METER DEP RF	02013339	12000427	METER DEPOSIT REFUND	04/12/13	229880	2.64-
LAIZURE, SIDNEY M Sum							2.64-
00011 LANGLINIAS, ASHLEY	METER DEP RF	02013339	12000451	METER DEPOSIT REFUND	04/12/13	229884	2.64-
LANGLINIAS, ASHLEY Sum							2.64-
00011 LONDON & STETELMAN	METER DEP RF	02013369	12000414	METER DEPOSIT REFUND	04/12/13	229895	20.82-
00011 LONDON & STETELMAN	METER DEP RF	02013369	12000415	METER DEPOSIT REFUND	04/12/13	229896	20.82-
00011 LONDON & STETELMAN	METER DEP RF	02013369	12000397	METER DEPOSIT REFUND	04/12/13	229897	40.00-
00011 LONDON & STETELMAN	METER DEP RF	02013369	12000412	METER DEPOSIT REFUND	04/12/13	229898	20.82-
00011 LONDON & STETELMAN	METER DEP RF	02013369	12000413	METER DEPOSIT REFUND	04/12/13	229899	20.82-
00011 LONDON & STETELMAN	METER DEP RF	02013339	12000416	METER DEPOSIT REFUND	04/12/13	229900	20.82-
00011 LONDON & STETELMAN	METER DEP RF	02013339	12000418	METER DEPOSIT REFUND	04/12/13	229901	20.82-
00011 LONDON & STETELMAN	METER DEP RF	02013339	12000417	METER DEPOSIT REFUND	04/12/13	229902	20.82-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
LONDON & STETELMAN Sum							185.74-
00011 LYON, RICHARD	METER DEP RF	02013339	12000429	METER DEPOSIT REFUND	04/12/13	229904	38.82-
LYON, RICHARD Sum							38.82-
00011 MANGRUM, JAMES G	METER DEP RF	02013339	12000445	METER DEPOSIT REFUND	04/12/13	229905	3.82-
MANGRUM, JAMES G Sum							3.82-
00011 MESLOH, EDMUND	METER DEP RF	02013339	12000443	METER DEPOSIT REFUND	04/12/13	229917	38.82-
MESLOH, EDMUND Sum							38.82-
00011 MIKE ROZIER CONSTRUCTION	METER DEP RF	02013369	12000396	METER DEPOSIT REFUND	04/12/13	229918	75.00-
MIKE ROZIER CONSTRUCTION Sum							75.00-
00011 MORGAN, ROBERT 2417	METER DEP RF	02013339	12000424	METER DEPOSIT REFUND	04/12/13	229923	38.82-
MORGAN, ROBERT 2417 Sum							38.82-
00011 NEELY, KAREN M	METER DEP RF	02013369	12000409	METER DEPOSIT REFUND	04/12/13	229940	10.74-
NEELY, KAREN M Sum							10.74-
00011 NETWORK SERVICES (NSI)	10201490000	02013379	12000460	WATER COLLECTIONS FEES	04/12/13	229941	284.21-
NETWORK SERVICES (NSI) Sum							284.21-
00011 PACE, LISA C	METER DEP RF	02013339	12000428	METER DEPOSIT REFUND	04/12/13	229954	38.82-
PACE, LISA C Sum							38.82-
00011 PAOLETTI, MICHEAL	METER DEP RF	02013339	12000439	METER DEPOSIT REFUND	04/12/13	229955	38.82-
PAOLETTI, MICHEAL Sum							38.82-
00011 PICKLE, ALEXANDER	METER DEP RF	02013339	12000449	METER DEPOSIT REFUND	04/12/13	229960	38.82-
PICKLE, ALEXANDER Sum							38.82-
00011 PIERCE, DENNIS	METER DEP RF	02013369	12000401	METER DEPOSIT REFUND	04/12/13	229961	75.00-
PIERCE, DENNIS							

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Sum							75.00-
00011 POPE, ETHAN	METER DEP RF	02013339	12000432	METER DEPOSIT REFUND	04/12/13	229966	38.82-
POPE, ETHAN Sum							
00011 RAMKO PROPERTIES LLC	METER DEP RF	02013339	12000435	METER DEPOSIT REFUND	04/12/13	229974	55.82-
RAMKO PROPERTIES LLC Sum							
00011 REX BRASWELL	METER DEP RF	02013339	12000444	METER DEPOSIT REFUND	04/12/13	229975	36.42-
REX BRASWELL Sum							
00011 RISO INVESTMENTS	METER DEP RF	02013369	12000399	METER DEPOSIT REFUND	04/12/13	229978	75.00-
RISO INVESTMENTS Sum							
00011 ROBERTSON, JAMES DC	METER DEP RF	02013339	12000450	METER DEPOSIT REFUND	04/12/13	229980	38.82-
ROBERTSON, JAMES DC Sum							
00011 SARFF, BRETT	METER DEP RF	02013339	12000430	METER DEPOSIT REFUND	04/12/13	229987	38.82-
SARFF, BRETT Sum							
00011 SIMS, GARY	METER DEP RF	02013369	12000406	METER DEPOSIT REFUND	04/12/13	229994	2.64-
SIMS, GARY Sum							
00011 SKINNER, PRESTON	METER DEP RF	02013369	12000408	METER DEPOSIT REFUND	04/12/13	229996	267.06-
SKINNER, PRESTON Sum							
00011 SMITH, BARBARA G	METR DEP RFD	02013369	12000407	METER DEPOSIT REFUND	04/12/13	229997	29.10-
SMITH, BARBARA G Sum							
00011 SOUTHGATE REALTY	METER DEP RF	02013339	12000421	METER DEPOSIT REFUND	04/12/13	230007	3.82-
SOUTHGATE REALTY Sum							
00011 SOUTHGATE REALTY 306	METER DEP RF	02013339	12000436	METER DEPOSIT REFUND	04/12/13	230008	38.82-
SOUTHGATE REALTY 306 Sum							
							38.82-

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POLICE FORFEITURES FUND							
00019 AMERICAN CRIME PREVENTIO	REG-MURRAY 5	00132311	12000055	REG-MURRAY-CRIME PREV COURSE	04/12/13	229744	1,200.00-
AMERICAN CRIME PREVENTIO Sum							
00019 BROWN, VINCENT	TRAV ADVANCE	00132086	12000042	TRAV ADV MLEOA CONF M/C TRNG	04/12/13	229768	1,200.00-
BROWN, VINCENT Sum							
00019 BULLOCK, TERRANCE	TRAV ADVANCE	00132274	12000053	TRAV ADV MLEOA CONF M/C TRNG	04/12/13	229770	746.00-
BULLOCK, TERRANCE Sum							
00019 CLINTON JAMES	TRAV ADVANCE	00132090	12000043	TRAV ADV MLEOA CONF M/C TRNG	04/12/13	229789	246.00-
CLINTON JAMES Sum							
00019 DOBBINS, MONICA	TRAV ADVANCE	00132454	12000057	TRAV ADV-GREAT TRNG-NASHVILLE	04/12/13	229804	407.00-
DOBBINS, MONICA Sum							
00019 H'BURG PUBLIC SCHOOLS	PO#132343 4/	00132343	12000056	CUSTODIAN FEE DARE GRAD DANCE	04/12/13	229840	63.48-
H'BURG PUBLIC SCHOOLS Sum							
00019 HOLMES, DEREK	TRAV ADVANCE	00132091	12000044	TRAV ADV MLEOA CONF M/C TRNG	04/12/13	229853	746.00-
HOLMES, DEREK Sum							
00019 JOHNSON, CHARLES K	TRAV ADVANCE	00132085	12000045	TRAV ADV MLEOA CONF M/C TRNG	04/12/13	229867	246.00-
JOHNSON, CHARLES K Sum							
00019 MATOS DAVID	TRAV ADVANCE	00132092	12000046	TRAV ADV MLEOA CONF M/C TRNG	04/12/13	229907	246.00-
MATOS DAVID Sum							
00019 MS LAW ENFORCEMENT OFFIC	REG-BULLOCK	00132273	12000054	REG-BULLOCK CONF M/C TRNG	04/12/13	229930	25.00-
MS LAW ENFORCEMENT OFFIC Sum							
00019 MURRAY, EDWARD ALLEN	TRAV ADVANCE	00132272	12000052	TRAV ADV CRIME PREV TRAINING	04/12/13	229935	2,074.00-
MURRAY, EDWARD ALLEN Sum							
00019 RICHARDSON, STEFON	TRAV ADVANCE	00132089	12000047	TRAV ADV MLEOA CONF M/C TRNG	04/12/13	229977	746.00-

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RICHARDSON, STEFON Sum							746.00--
00019 TAPP, HARRIS	TRAV ADVANCE	00132088	12000048	TRAV ADV MLEOA CONF M/C TRNG	04/12/13	230017	746.00--
TAPP, HARRIS Sum							746.00--
00019 TECK, ROBERT	TRAV ADVANCE	00132087	12000049	TRAV ADV MLEOA CONF M/C TRNG	04/12/13	230018	246.00--
TECK, ROBERT Sum							246.00--
00019 WALLEY, RAY	TRAV ADVANCE	00132084	12000050	TRAV ADV MLEOA CONF M/C TRNG	04/12/13	230037	246.00--
WALLEY, RAY Sum							246.00--
00019 YOUNG, CHAD	TRAV ADVANCE	00132083	12000051	TRAV ADV MLEOA CONF M/C TRNG	04/12/13	230050	746.00--
YOUNG, CHAD Sum							746.00--
Sum							9,475.48--

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2004 TIF B&I-HOME DEPOT 00021 TRUSTMARK NATIONAL BANK/ TRUSTMARK NATIONAL BANK/ Sum	#7769 INT ER	02013388	12000003	DEBT SERV PAY HOME DEPOT	04/10/13	17591	3,399.81-
Sum							3,399.81-
							3,399.81-

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2006 TIF B&I-TURTLE CROSSING 00023 TRUSTMARK NATIONAL BANK/ TRUSTMARK NATIONAL BANK/ Sum	#3903 P&I T/	02013389	12000001	DEBT SERVICE PAY T/CREEK	04/10/13	17590	51,016.00-
Sum							51,016.00-
Sum							51,016.00-

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TAX COLLECTOR'S FUND							
00027 H'BURG PUBLIC SCHOOLS	MARCH MILLAG	02013350	12000060	MAR MILLAGE DIST IN APRIL	04/02/13	36389	4,134,689.67-
00027 H'BURG PUBLIC SCHOOLS	MARCH MILLAG	02013350	12000061	MAR MILLAGE DIST IN APRIL	04/02/13	36390	574,020.20-
H'BURG PUBLIC SCHOOLS							
Sum							4,708,709.87-
00027 LIBRARY, THE	MARCH MILLAG	02013350	12000059	MARCH MILLAGE DIST IN APRIL	04/02/13	36388	148,005.12-
LIBRARY, THE							
Sum							148,005.12-
Sum							4,856,714.99-

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AIRPORT IMPROVEMENT FUND	12-1002L	00132385	12000033	SERV AIRPORT LAYOUT PLAN	04/12/13	229747
00039 ARE CONSULTANTS INC	130219D	00132386	12000034	SERV 3/24-4/6 AIRPORT DRNGE	04/12/13	229747
00039 ARE CONSULTANTS INC						
ARE CONSULTANTS INC						
Sum						699.96-
						3,903.00-
						4,602.96-
Sum						4,602.96-

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MUNICIPAL ROAD & BRIDGE							
00072 BANCORPSOUTH EQUIPMENT F	CONTRACT #00	02013382	12000217	TRACTOR LEASE PMT DUE 4/15/13	04/08/13	41046	1,412.41-
BANCORPSOUTH EQUIPMENT F							
Sum							
00072 C & M STRIPING SERVICES	97688		00131490	12000216 PAINT BIKE SYMBOLS VARI STRTS	04/12/13	229774	1,412.41-
C & M STRIPING SERVICES							
Sum							4,960.00-
00072 ILLINOIS CENTRAL RAILROA MB	2012-1/40	00132256	12000215	1.35 AC L LEAF DEPOT CHAIN PRK	04/04/13	41045	4,960.00-
ILLINOIS CENTRAL RAILROA							
Sum							4,500.00-
00072 PUCKETT MACHINERY COMPAN	R3825101		00131907	12000219 EXCAVATOR TORNADO DEBRIS RMVL	04/12/13	229971	6,751.75-
PUCKETT MACHINERY COMPAN							
Sum							6,751.75-
00072 SHOWS DEARMAN & WAITS IN	17392		00132381	12000218 SERV 1/27-3/23 PED RR CROSS	04/12/13	229993	128.00-
00072 SHOWS DEARMAN & WAITS IN	17390		00132382	12000220 SERV 2/24-3/23 LLT/ZOO/DEPOT	04/12/13	229993	2,106.00-
00072 SHOWS DEARMAN & WAITS IN	17416		00132379	12000221 SERV 2/24-3/24 RAIL CROSSINGS	04/12/13	229993	317.25-
00072 SHOWS DEARMAN & WAITS IN	17384		00132377	12000222 SERV 2/24-3/23 C CLUB ROAD	04/12/13	229993	5,005.00-
00072 SHOWS DEARMAN & WAITS IN	17396		00132383	12000223 SERV 2/24-3/23 HARDY ST	04/12/13	229993	20,005.47-
00072 SHOWS DEARMAN & WAITS IN	17336		00132194	12000213 LIGHTING ORDINANCE PROF SERV	04/01/13	41044	2,300.00-
SHOWS DEARMAN & WAITS IN							
Sum							29,861.72-
00072 UNITED FENCE COMPANY	00015281		00130787	12000214 RMV FENCE-WOODLEY-SIDEWALK	04/12/13	230026	250.00-
UNITED FENCE COMPANY							
Sum							250.00-
00072 WARREN PAVING INC	12258MB		00131128	12000224 ASPHALT VARI LOC	04/12/13	230039	1,316.84-
00072 WARREN PAVING INC	12323MB		00131128	12000225 ASPHALT VARI LOC	04/12/13	230039	1,791.95-
00072 WARREN PAVING INC	12388MB		00131128	12000226 ASPHALT VARI LOC	04/12/13	230039	4,023.84-
00072 WARREN PAVING INC	12492MB		00131128	12000227 ASPHALT VARI LOC	04/12/13	230039	2,660.94-
00072 WARREN PAVING INC	12552MB		00131128	12000228 ASPHALT VARI LOC	04/12/13	230039	1,768.30-
00072 WARREN PAVING INC	12620MB		00131128	12000229 ASPHALT VARI LOC	04/12/13	230039	306.02-
WARREN PAVING INC							
Sum							11,867.89-
Sum							59,603.77-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING APRIL 12, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 CARQUEST AUTO PARTS STOR	14758-2765	00131836	12000296	REPR PTS VARI UNITS	04/12/13	229780	63.23-
CARQUEST AUTO PARTS STOR							63.23-
Sum							
00073 CITY OF HATTIESBURG FUND	040313	02013372	12000295	TRF 1ST 4/13 PAYROLL	04/03/13	17587	16,688.29-
CITY OF HATTIESBURG FUND							16,688.29-
Sum							
00073 CLARKE POWER SERVICES IN	S108004932:0	00132171	12000300	PTS/REPRS U#16234	04/12/13	229787	16,688.29-
CLARKE POWER SERVICES IN							2,058.65-
Sum							2,058.65-
00073 DOSSETT PONTIAC CADILLAC	86774	00132041	12000292	REPR PTS U#16761	04/12/13	229805	392.10-
DOSSETT PONTIAC CADILLAC							392.10-
Sum							
00073 JERRY'S AUTOMOTIVE REPAI	14797	00131634	12000299	REPRS U#16761	04/12/13	229864	127.60-
00073 JERRY'S AUTOMOTIVE REPAI	14845	00132166	12000301	REPRS U#16761	04/12/13	229864	232.00-
00073 JERRY'S AUTOMOTIVE REPAI	14849	00132183	12000302	REPRS U#16759	04/12/13	229864	589.35-
JERRY'S AUTOMOTIVE REPAI							948.95-
Sum							948.95-
00073 NAPA AUTO PARTS	484300	00130894	12000297	REPR PTS VARI BUSES	04/12/13	229937	74.73-
NAPA AUTO PARTS							74.73-
Sum							
00073 NATL BUS SALES & LSG INC	262154	00131664	12000291	REPR PTS U#14952, U#14953	04/12/13	229938	298.98-
NATL BUS SALES & LSG INC							298.98-
Sum							
00073 OLD RIVER TRUCK SALES IN	10230740001	00131744	12000298	REPR PTS VARI BUSES	04/12/13	229949	152.99-
OLD RIVER TRUCK SALES IN							152.99-
Sum							
00073 SOUTHERN TIRE MART LLC	11072436	00131949	12000293	BUS TIRES	04/12/13	230005	3,412.25-
SOUTHERN TIRE MART LLC							3,412.25-
Sum							
Sum							24,090.17-

Page 41
Date 04/10/13Page 41
Date 04/10/13

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING APRIL 12, 2013						Page Date	42 - 04/10/13
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 CITY OF HATTIESBURG FUND	040313	02013372	12000238	TRF 1ST 4/13 PAYROLL	04/03/13	36393	14,830.79-
CITY OF HATTIESBURG FUND							
Sum							14,830.79-
00077 ELKINS WHOLESALE INC	170899-00	00132352	12000243	JANIT SUPP COMM CNTRS	04/12/13	229809	1,012.70-
ELKINS WHOLESALE INC							
Sum							1,012.70-
00077 FERGUSON ENTERPRISES INC	1177660	00131809	12000236	PLUMB SUPP SIGLER CNTR	04/12/13	229820	71.82-
FERGUSON ENTERPRISES INC							
Sum							71.82-
00077 HATTIESBURG HIGH SCHOOL		02013387	12000246	DAMAGE DEPOSIT REFUND	04/12/13	229847	100.00-
HATTIESBURG HIGH SCHOOL							
Sum							100.00-
00077 HEIDELBERG EDNA (REFUNDS		02013387	12000248	DAMAGE DEPOSIT REFUND	04/12/13	229849	100.00-
HEIDELBERG EDNA (REFUNDS							
Sum							100.00-
00077 IRBY CHARLOTTE (REFUNDS)		02013387	12000247	DAMAGE DEPOSIT REFUND	04/12/13	229861	250.00-
IRBY CHARLOTTE (REFUNDS)							
Sum							250.00-
00077 IRBY, STUART C CO	S007452377.0	00130262	12000244	ELEC SUPP REC CNTR LIGHTS	04/12/13	229862	51.36-
IRBY, STUART C CO							
Sum							51.36-
00077 KINSEY WELDING	4859	00131916	12000234	ADA HANDRAILS MCNAIR CNTR	04/12/13	229875	1,350.00-
KINSEY WELDING							
Sum							1,350.00-
00077 MS FIRE & SAFETY OF HBUR	35431(B)	00132165	12000235	CLEAN FIRE HOODS SIGLER/JDS	04/12/13	229929	338.00-
MS FIRE & SAFETY OF HBUR							
Sum							338.00-
00077 MS POWER COMPANY	4/13 COMM CN	00201313	12000250	MNTHLY ELEC-COMM CNTRS	04/12/13	229932	1,288.04-
MS POWER COMPANY							
Sum							1,288.04-
00077 NEEL-SCHAFFER INC	1008183-12-1	00129136	12000240	SHERRILL CTR AUD FLOOR RENOVA	04/12/13	229939	148.68-
00077 NEEL-SCHAFFER INC	1008264-12-1	00129136	12000241	SHERRILL CTR AUD FLOOR RENOVA	04/12/13	229939	1,860.19-
NEEL-SCHAFFER INC							
Sum							2,008.87-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00077 NEWELL PAPER COMPANY	559559	00132353	12000252	JANIT SUPP COMM CNTRS	04/12/13	229942	439.00-
NEWELL PAPER COMPANY Sum							439.00-
00077 NOBLES CONTRACTING LLC	EST#1 JDS AU	00132361	12000245	PYMT#1 JDS AUD FLOOR RENOVA	04/12/13	229944	25,507.50-
NOBLES CONTRACTING LLC Sum							25,507.50-
00077 SANFORD, EARL PLUMBING C	PO#132432 4/	00132432	12000249	CLEAN GREASE TRAP/UPSTOP DRNS	04/12/13	229986	485.00-
SANFORD, EARL PLUMBING C Sum							485.00-
00077 SCHWANDT, MARILYN T	PETTY CASH 3	00132367	12000242	PETTY CASH COMM CNTRS	04/12/13	229990	33.50-
SCHWANDT, MARILYN T Sum							33.50-
00077 SPECIALTY SERVICES LLC	353002-1	00131564	12000239	REPRS CE ROY CNTR TORNADO 2/10	04/12/13	230009	113,525.00-
SPECIALTY SERVICES LLC Sum							113,525.00-
00077 WILLMUT GAS & OIL COMPAN	4/13 COMM CN	00201313	12000251	MNTHLY GAS-COMM CNTRS	04/12/13	230046	964.38-
WILLMUT GAS & OIL COMPAN Sum							964.38-
Sum							162,355.96-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING APRIL 12, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
INDUSTRIAL PARK DEVELOPMENT 00087 AREA DEVELOPMENT PARTNER 136		00132235	12000026	ADM FEES IND PARK 1/1-3/31/13	04/12/13	229748	875.00-
AREA DEVELOPMENT PARTNER Sum							875.00-
00087 BUTLER, SNOW, O'MARA, STEVE 525438		00132233	12000024	SERVS STION CORP PROJ LIGHT	04/12/13	229773	1,330.00-
00087 BUTLER, SNOW, O'MARA, STEVE 525443		00132234	12000025	LEGAL SERVICES 1/13	04/12/13	229773	4,040.00-
BUTLER, SNOW, O'MARA, STEVE Sum							5,370.00-
00087 NICHOLSON & COMPANY PLLC 162774		00132232	12000022	ANNUAL AUDIT FOR FYE 9/30/12	04/12/13	229943	7,980.00-
NICHOLSON & COMPANY PLLC Sum							7,980.00-
00087 SHOWS DEARMAN & WAITS IN 17363		00132231	12000023	SERVS IND PK SPEC BLDG SITE	04/12/13	229993	1,687.50-
SHOWS DEARMAN & WAITS IN Sum							1,687.50-
Sum							15,912.50-

CITY OF HATTIESBURG					Page	46
DOCKET OF CLAIMS					Date	- 04/10/13
PERIOD ENDING APRIL 12, 2013						
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.
2010 W&S GO BONDS						
00099 HENSLEY R LEE CONTRACTIN	4870	00132462	12000033	MOVE SWR PIPE ADELINE/17TH AV	04/12/13	229851
HENSLEY R LEE CONTRACTIN						
Sum						750.00-
00099 SHOWS DEARMAN & WAITS IN	17417	00132380	12000032	SERV PROJ 592 E SEWER IMPRV	04/12/13	229993
SHOWS DEARMAN & WAITS IN						
Sum						750.00-
Sum						1,500.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING APRIL 12, 2013

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

Grand Total Level
Sum

8,145,795.05-

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, April 16, 2013

4:30 PM

Council Chambers

City Council - Amendments to the Agenda

Remove Policy Agenda Item VI.-9 at the request of the Administration,

And, Add Policy Agenda Items VI.-13 and VI.-14 at the request of the Administration as follows:

VI.-13 [2013-0228](#) Ratify and confirm the Mayor's appointments to the Cable Advisory Board as follows:

Jan Lacy (W1) for a term (3/4/2010 - 3/3/2014) beginning April 16, 2013 and ending March 3, 2014
Ricky Bryant (W2) for a term (3/4/2011 - 3/3/2015) beginning April 16, 2013 and ending March 3, 2015
Zeke Powell (W3) for a term (3/4/2012 - 3/3/2016) beginning April 16, 2013 and ending March 3, 2016
Sean Farrell (W4) for a term (3/4/2013 - 3/3/2017) beginning April 16, 2013 and ending March 3, 2017
Henry Bethley (W5) for a term (3/4/2010 - 3/3/2014) beginning April 16, 2013 and ending March 3, 2014
Rob Neal (At Large) for a term (3/4/2011 - 3/3/2015) beginning April 16, 2013 and ending March 3, 2015
Leonard Wright (At Large) for a term (3/4/2013 - 3/3/2017) beginning April 16, 2013 and ending March 3, 2017

Attachments: [Cable Board Data Sheets](#)

VI.-14 [2013-0211](#) Approve or Deny the petition filed by Jim Stroo, Owner, to request a sign variance of two (2) on premise free standing signs of Article 5, Section 95.10 (2) of the Comprehensive Zoning Ordinance N. 2330, as amended, of the City of Hattiesburg, Mississippi, for a certain property located at 114 & 118 Lamar Blvd. (Parcel # 052Q-10-042, PPIN # 021456, Ward 3). Hattiesburg Planning Commission recommended to APPROVE on April 3, 2013.

Attachments: [Jim Stroo CC](#)
 [April HPC presentation1](#)

And, Amend Routine Agenda Item VII.-2 at the request of the Administration to read as follows:

[2013-0209](#)

Acknowledge receipt of, and authorize offer of, Summaries of Recommended Values for the purchase of temporary construction easements and permanent rights of way for the 4th Street Expansion Project Phase II (Project No. HPP-7194-00(003) LPA/105845-801000) on the following parcels:

2-029L-09-021.00	Temporary Construction Easement	\$585.00
2-029L-09-020.00	Temporary Construction Easement	\$930.00
2-029L-09-015.00	Temporary Construction Easement	\$965.00
2-029L-09-014.00	Temporary Construction Easement	\$475.00
2-029F-04-210.00	Permanent Right of Way	\$915.00;

Authorize issuance of manual checks in payment upon acceptance of offer.

Attachments:

[Summary of Recommended Values New - 2013](#)

[Summary of Recommended Values New1 - 2013](#)



City of Hattiesburg, MS

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

Master

File Number: 2013-0228

File ID: 2013-0228

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 04/15/2013

Brief Title: Cable Advisory Board

Final Action:

Minute Book Number: MB2013-123

Title:

Ratify and confirm the Mayor's appointments to the Cable Advisory Board as follows:

Jan Lacy (W1) for a term (3/4/2010 - 3/3/2014) beginning April 16, 2013 and ending March 3, 2014

Ricky Bryant (W2) for a term (3/4/2011 - 3/3/2015) beginning April 16, 2013 and ending March 3, 2015

Zeke Powell (W3) for a term (3/4/2012 - 3/3/2016) beginning April 16, 2013 and ending March 3, 2016

Sean Farrell (W4) for a term (3/4/2013 - 3/3/2017) beginning April 16, 2013 and ending March 3, 2017

Henry Bethley (W5) for a term (3/4/2010 - 3/3/2014) beginning April 16, 2013 and ending March 3, 2014

Rob Neal (At Large) for a term (3/4/2011 - 3/3/2015) beginning April 16, 2013 and ending March 3, 2015

Leonard Wright (At Large) for a term (3/4/2013 - 3/3/2017) beginning April 16, 2013 and ending March 3, 2017

Notes:

Sponsors:

Enactment Date:

Attachments: Cable Board Data Sheets

Enactment Number:

Contact:

Meeting Date: 04/16/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	04/16/2013					

1 City Council 04/16/2013 Ratify and Confirm Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Ratify and confirm the Mayor's appointments to the Cable Advisory Board as follows:

Jan Lacy (W1) for a term (3/4/2010 - 3/3/2014) beginning April 16, 2013 and ending March 3, 2014
Ricky Bryant (W2) for a term (3/4/2011 - 3/3/2015) beginning April 16, 2013 and ending March 3, 2015
Zeke Powell (W3) for a term (3/4/2012 - 3/3/2016) beginning April 16, 2013 and ending March 3, 2016
Sean Farrell (W4) for a term (3/4/2013 - 3/3/2017) beginning April 16, 2013 and ending March 3, 2017
Henry Bethley (W5) for a term (3/4/2010 - 3/3/2014) beginning April 16, 2013 and ending March 3, 2014
Rob Neal (At Large) for a term (3/4/2011 - 3/3/2015) beginning April 16, 2013 and ending March 3, 2015
Leonard Wyatt (At Large) for a term (3/4/2013 - 3/3/2017) beginning April 16, 2013 and ending March 3, 2017

Council President Bradley thanked the board members for their service.

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

Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor

Nays: 0

Yea: 5 President Bradley
Council Member Delgado
Council Member Carroll
Vice President Ware
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0228

Title

Ratify and confirm the Mayor's appointments to the Cable Advisory Board as follows:

Jan Lacy (W1) for a term (3/4/2010 - 3/3/2014) beginning April 16, 2013 and ending March 3, 2014
Ricky Bryant (W2) for a term (3/4/2011 - 3/3/2015) beginning April 16, 2013 and ending March 3, 2015
Zeke Powell (W3) for a term (3/4/2012 - 3/3/2016) beginning April 16, 2013 and ending March 3, 2016
Sean Farrell (W4) for a term (3/4/2013 - 3/3/2017) beginning April 16, 2013 and ending March 3, 2017
Henry Bethley (W5) for a term (3/4/2010 - 3/3/2014) beginning April 16, 2013 and ending March 3, 2014
Rob Neal (At Large) for a term (3/4/2011 - 3/3/2015) beginning April 16, 2013 and ending March 3, 2015
Leonard Wright (At Large) for a term (3/4/2013 - 3/3/2017) beginning April 16, 2013 and ending March 3, 2017

Summary

Cable Advisory Board

Budget Information
Expenditure Type
Purchasing Item
Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Cable Advisory Board

TERM OF OFFICE: 4 years PERIOD: (3/4/10 -3/3/14) 4/16/13 to 3/3/14

REPLACES: Jack Harris

TERM EXPIRED: X OR RESIGNED: _____ Letter attached _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES ____ NO X

NAME OF PROPOSED APPOINTEE: Jan Lacy

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESES ()

ADDRESS: 108 Lake Shore Dr

HOME PHONE NUMBER: 601-582-3019 WARD: 1

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Cable Advisory Board

TERM OF OFFICE: 4 years PERIOD: (3/4/11 - 3/3/15) 4/16/13 to 3/3/15

REPLACES: Mildred Calbert

TERM EXPIRED: X OR RESIGNED: _____ Letter attached _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES ____ NO X

NAME OF PROPOSED APPOINTEE: Ricky Bryant

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: 303 J.D. Randolph

HOME PHONE NUMBER: 601-329-3483 WARD: 2

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Cable Advisory Board

TERM OF OFFICE: 4 years PERIOD: (3/4/12 - 3/3/15) 4/16/13 to 3/3/16

REPLACES: James Duncan

TERM EXPIRED: X OR RESIGNED: _____ Letter attached _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES ____ NO X

NAME OF PROPOSED APPOINTEE: Zeke Powell

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: 111 Hillendale

HOME PHONE NUMBER: 601-297-8207 WARD: 3

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Cable Advisory Board

TERM OF OFFICE: 4 years PERIOD: (3/4/13 - 3/3/17) 4/16/13 to 3/3/17

REPLACES: Brown Miller

TERM EXPIRED: X OR RESIGNED: _____ Letter attached _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES _____ NO X

NAME OF PROPOSED APPOINTEE: Sean Farrell

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESES ()

ADDRESS: 405 Rebecca Ave

HOME PHONE NUMBER: 601-550-0120 WARD: 4

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Cable Advisory Board

TERM OF OFFICE: 4 years PERIOD: (3/4/10 - 3/3/14) 4/16/13 to 3/3/14

REPLACES: Michael Jefferson

TERM EXPIRED: X OR RESIGNED: _____ Letter attached _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES ____ NO X

NAME OF PROPOSED APPOINTEE: Henry Bethley

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: 302 Fairway Dr

HOME PHONE NUMBER: 601-467-4823 WARD: 5

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Cable Advisory Board

TERM OF OFFICE: 4 years PERIOD: (3/4/11 - 3/3/15) 4/16/13 to 3/5/15

REPLACES: Ken Smith

TERM EXPIRED: X OR RESIGNED: _____ Letter attached _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES ____ NO X

NAME OF PROPOSED APPOINTEE: Rob Neal

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: 115 Patton Ave

HOME PHONE NUMBER: 601-450-7685 WARD: (At Large W 4)

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Cable Advisory Board

TERM OF OFFICE: 4 years PERIOD(3/4/11 - 3/3/17) : 4/16/13 to 3/5/17

REPLACES: Leon Pringle, Jr.

TERM EXPIRED: X OR RESIGNED: _____ Letter attached _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES ____ NO X

NAME OF PROPOSED APPOINTEE: Leonard Wright

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: 200 Bellengrath Blvd.

HOME PHONE NUMBER: 601-450-4357 WARD: (At Large- ocl)

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____



City of Hattiesburg, MS

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

Master

File Number: 2013-0211

File ID: 2013-0211

Type: Regular Agenda Item

Status: Agenda Ready

Version: 5

Reference:

In Control: Planning
Commission

File Created: 04/09/2013

Brief Title: Variance 114 & 118 Lamar Blvd.

Final Action: 04/16/2013

Minute Book Number: MB2013-123-124

Title:

Approve or Deny the petition filed by Jim Stroo, Owner, to request a sign variance of two (2) on premise free standing signs of Article 5, Section 95.10 (2) of the Comprehensive Zoning Ordinance N. 2330, as amended, of the City of Hattiesburg, Mississippi, for a certain property located at 114 & 118 Lamar Blvd. (Parcel # 052Q-10-042, PPIN # 021456, Ward 3). Hattiesburg Planning Commission recommended to APPROVE on April 3, 2013.

Notes:

Sponsors:

Enactment Date:

Attachments: Jim Stroo CC, April HPC presentation1

Enactment Number:

Contact:

Meeting Date: 05/07/2013

Drafter: Chantell Hypolite

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
5	City Council - Amendments to the Agenda	04/16/2013					
5	City Council	04/16/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Approve the petition filed by Jim Stroo, Owner, to request a sign variance of two (2) on premise free standing signs of Article 5, Section 95.10 (2) of the Comprehensive Zoning Ordinance N. 2330, as amended, of the City of Hattiesburg, Mississippi, for a certain property located at 114 &118 Lamar Blvd. (Parcel # 052Q-10-042, PPIN # 021456, Ward 3). Hattiesburg Planning Commission recommended to APPROVE on April 3, 2013.

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

Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor

Nays: 0

Yea: 5 President Bradley
 Council Member Delgado
 Council Member Carroll
 Vice President Ware
 Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0211

Title

Approve or Deny the petition filed by Jim Stroo, Owner, to request a sign variance of two (2) on premise free standing signs of Article 5, Section 95.10 (2) of the Comprehensive Zoning Ordinance N. 2330, as amended, of the City of Hattiesburg, Mississippi, for a certain property located at 114 &118 Lamar Blvd. (Parcel # 052Q-10-042, PPIN # 021456, Ward 3). Hattiesburg Planning Commission recommended to APPROVE on April 3, 2013.

Summary

Variance 114 &118 Lamar Blvd.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MINUTES
OF THE
REGULAR MEETING
OF THE
HATTIESBURG PLANNING COMMISSION**

April 3, 2013

The Hattiesburg Planning Commission did meet in a regular session on April 6, 2013 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Joe White, Vice- Chairman, presiding.

Commissioners Present: Robin Roberts
Jessie Wilson
Annie Pope
Joseph White, Vice-Chairman
Linda McMurtrey
Judy Corts
Eric Martin
Peggy Horton
John Blanks

Commissioners Absent: Don McCleskey
Richard Conville

Also Present: Pattie Brantley, AICP, Director of Urban Development
Craig Dearman, Engineer
Donovan Scruggs, Planning Manager
Chantell Hypolite, Planner-Apprentice
Bill Rogers, Land Code Administrator

Joe White, Vice-Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:05 pm.

Invocation: Annie Pope

AGENDA REVIEW

There came the matter of the Agenda for the April 3, 2013 meeting. The Agenda was approved.

Motion made by: Jessie Wilson

Motion seconded by: Linda McMurtrey

Commissioners voting aye: Jessie Wilson
Eric Martin

Joseph White
Linda McMurtrey
Robin Roberts
Judy Corts
Annie Pope
John Blanks
Peggy Horton

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the March 6, 2013 minutes. A motion was made to approve the minutes as presented.

Motion made by: John Blanks

Motion seconded by: Jessie Wilson

Commissioners voting aye: Jessie Wilson
Eric Martin
Joseph White
Linda McMurtrey
Robin Roberts
Judy Corts
Annie Pope
John Blanks
Peggy Horton

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineer's Report. Craig Dearman of the Engineering staff delivered a report. Mr. Dearman reported the status of the current road projects that are taking place concurrently throughout the city. Dearman discussed a few projects such as, the adding of bike lanes along city streets, the widening of Hardy St, and the W. 4th St project.

BUILDING INSPECTION REPORT

There came the matter of the Inspection Report. Bill Rogers, Land Code Administrator delivered the report.

	March 2013	
New Construction:		Dollar Amount
Apartment	0	-0-
Commercial	3	\$469,239
Residential	3	\$1,525,000
Remodel/Repairs:		
Apartments	6	\$40,000
Commercial	38	\$2,744,039
Residential	104	\$443,537
Historic Commercial	1	\$11,000
Historic Residential	24	\$61,580
Mercury Tests:		
Commercial	3	\$300
Residential	17	\$1,300

PLANNING REPORT

There came the matter of the Planning Report. Donovan Scruggs introduced the new planning commissioners John Blanks and Peggy Horton. Donovan informed Commissioners that the City Council approved both of the last month's agenda items that the council recommended. Scruggs informed the commissioner that he was currently working with a developer in the Midtown area to bring a building to code even though the midtown code is not yet adopted.

CHAIRMAN REPORT

There came the matter of the Chairman's Report. No chairman report was submitted.

PUBLIC HEARING

Vice-Chairman White, declared the Public Hearing open at 1:20 and explained the rules and procedures of the hearing

- A. **There came the matter of Item A**, the petition has been filed by Jim Stroo, Owner with the Mayor and Council of the City of Hattiesburg, Mississippi, to request a sign variance of two (2) on-premise free standing signs of Article 5, Section 95.10 (2) of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, for certain property located at 114 & 118 Lamar Blvd. (Parcel # 052Q-10-042.00, and PPIN # 021456, Ward 3).

	Name	Address	City/State
<u>Presented by:</u>	Jim Stroo	118 Shamar Blvd.	Hattiesburg, MS 39402
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed at 1:31 p.m. and the Business Meeting open to vote on the request.

<u>Motion made by:</u>	Linda McMurtrey
<u>Motion seconded by:</u>	Eric Martin
<u>Commissioners voting aye:</u>	Jessie Wilson Eric Martin Joseph White Linda McMurtrey Robin Roberts Annie Pope John Blanks Peggy Horton

<u>Commissioners voting nay:</u>	None
<u>Commissioners abstaining:</u>	Judy Corts

Commissioners Reason:

That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district. Condition: This variance if approved shall limit the applicant to not more than 240 square foot, and the height of the sign is limited to 10 feet.

Comments Written on Ballots:

None

The Hattiesburg Planning Commission voted to **APPROVE** Item A.

PUBLIC HEARING

Vice-Chairman White declared the Public Hearing open at 1:40 and explained the rules and procedures of the hearing

There came the matter of Item B, the petition has been filed by Turtle Creek Development, LLC with the Mayor and Council of the City of Hattiesburg, Mississippi, to change the zoning designation for a certain property located on the West side of Cross Creek Parkway and lies between W. 4th Street and Hardy Street. (Parcel # 051M-11-011.000, PPIN: 007622, Ward 3), from B-5 (Regional Business) District to R-3 (Multi Family Residential) District

	Name	Address	City/State
<u>Presented by:</u>	Ronald Blackwell	6652 U.S Hwy 98	Hattiesburg, MS 39402
<u>Proponents:</u>	None		
<u>Opponents:</u>	John York	8 Woodstone Plaza Ste 6	Hattiesburg, MS 39402

Vice-Chairman White declared the Public Hearing closed at 1:56.m. and the Business Meeting open to vote on the request.

Motion made by: Eric Martin

Motion seconded by: Annie Pope

Commissioners voting aye:

- Jessie Wilson
- Eric Martin
- Joseph White
- Linda McMurtrey
- Judy Corts
- Annie Pope
- John Blanks
- Peggy Horton

Commissioners voting nay: Robin Roberts

Commissioners abstaining: None

Commissioners Reason:

There is a change in neighborhood character and a public need for the rezoning based on: consistency with the neighborhood, the recently constructed multifamily residential area to north, and less intense commercial development along Cross Creek Pkwy and to the north of the site. .

Comments:

None.

The Hattiesburg Planning Commission voted to **APPROVE** Item B.

There being no further business, the meeting was adjourned at 2:10 pm

Joe White, Vice- Chairman

Chantell Hypolite, Planner- Apprentice

114 & 118 Lamar Blvd. : Jim Stroo

Item A

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

- Article 5, Section 95.10 (2) Amendments

ADJACENT ZONING AND LAND USES:

NORTH: B-5 Regional Business District& Bank

SOUTH: B-5 Regional Business District& Fire Department & Police Sub Station

EAST: B-5 Regional Business District & Vacant Lot

WEST: B-5 Regional Business District& Car Dealership

STREETS & TRAFFIC/PARKING & ACCESS:

The subject property is located on the east side of Lamar Blvd. The right-of-way consist of two lanes. Off street parking is provided onsite.

PHYSICAL SITE CHARACTERISTICS:

The development is located on the east side of Lamar Blvd. The applicant is proposing to build two (2) small monument signs. Currently two (2) buildings are being constructed on the lot. Status is one is almost complete and the second is underway.

CHARACTER OF THE NEIGHBORHOOD:

The area primarily consist of highway commercial development. To the west is a large car dealership ,and the southeast is a large undeveloped parcel.

FUTURE LAND USE MAP: Regional Business District

District Overview: The R. B. D. is primarily a non-residential district located along major arterial streets and highways. Only limited types of residential uses are allowed and encouraged in this district. The nature and volume of traffic along these corridors are different from other commercial corridors, and the land uses require special consideration because they may generate a higher volume of regional traffic and/ or require frequent access by large trucks and commercial vehicles.

District Characteristics: The R.B.D include the following: suburban-style commercial centers and big-box buildings; well-positioned and screened outdoor uses; mixed use buildings and developments; high-density residential developments (apartment complexes); large parking areas; and light industrial campuses and employment centers. Regulations should promote development patterns that enhance the streetscape; screen outdoor storage and equipment areas from public view, and enable safe circulation among neighboring properties without requiring travel on the street or highway corridor.

District Land Uses: The following land uses should be found in this district: high-density residential uses; public and quasi-public uses; hotels and motels; general indoor and outdoor retail uses; heavy commercial and light industrial uses; service and office land uses; and light industrial campuses and corporate offices.

CONSIDERATIONS:

- The applicant has requested a sign variance to construct two (2) on-premise free standing signs .
- The applicant is constructing two (2) buildings on one large parcel and is proposing to have one (1) small monument sign for each building.
- The sign regulation Article 5 Section 95.10 (2), allow the applicant to construct one (1) free standing sign with an overall message area of two hundred and forty (240) feet. This is based on one square foot per linear foot of front-age.
- The applicant proposed two (2) signs with a message area of one hundred and ten(110) feet each. The overall area is 220 square foot less than the two hundred forty (240) feet allowed for a single sign.
- The proposed monument signs will have a total message area of seventy (70) feet, and the remainder of the space will be bricked, and painted concrete décor.
- The code currently allows the sign height to be up to thirty-five (35) feet; however, the proposed two (2) signs will be ten (10) feet in height.
- The current width allowed is sixteen (16) feet, and the proposed width of the two(2) monument signs are eleven (11) feet.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

- Ensure that new commercial developments enhance the overall appearance and value of the city through building design and landscaping; promote development styles that reflect Hattiesburg's unique identity.

CRITERIA FOR APPROVAL:

- Ensure that granting the variance requested will not confer on the applicant any special privilege that is denied by this code to other lands, structures, or buildings in the same district.

RECOMMENDED CONDITION:

- This variance if approved shall limit the applicant to not more than 240 square foot ,and the height of the sign is limited to 10 feet'.

PLANNING COMMISSION 114 & 118 Lamar Blvd. ITEM A



Initial building (near completion)



Property to the West



Proposed Bldg. 2 site



Property to the East



Property to the South



Property to the North

PLEASE TYPE OR PRINT APPLICATION

Date:

Click here to enter a date.

PUBLIC HEARING APPLICATION
P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898
Department of Urban Development
(601) 554-1031 or 545-4599 or FAX (601) 545-1962

FILED

MAR 11 2013

EDDIE B. MYERS, CITY CLERK
By: *[Signature]*
Deputy Clerk

PUBLIC HEARING TYPE REQUESTED:

Application for (check all appropriate types):

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

FOR VARIANCE ONLY:

Check all appropriate variance types:

- ☐ Sign ☐ Setback (front, side or rear _____) ☐ Off-site Parking
☐ Lot Width ☐ Lot Coverage Area ☐ Buffer ☐ Open Space
☒ Other 2 signs

Land Development Code Article No. _____
Article No. _____
Article No. _____

Section _____
Section _____
Section _____

Staff
Information –
do not complete

FOR USE PERMIT UPON REVIEW ONLY:

Check Applicable Type:

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

Land Development Code Article No. _____

Section _____

Staff
Information

FOR RE-ZONING ONLY:

Existing Zoning: _____

Proposed Zoning: _____

Public Hearing Contact Information Form

City of Hattiesburg - Planning Department

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

Pre-Application Date: Click here to enter a date.

Planner:

Today's Date: Click here to enter a date. 2-27-13

Project Name: O'Neal - Lamar Blvd

Proposed Use(s): 2 brick signs for 2 buildings

Project Street Address: 118 ? 114 Lamar Blvd.

PPIN Number(s) (If unknown, can be found on tax receipt): 021456

Parcel Number(s): 0529-10-042.000

Flood Zone(s): N

Historic District(s): N

Zoning District(s): 9110

Proposed Cost of the Project: \$ 3800

Project Representative Information

ward 3

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

Architect ☐ Engineer ☐ Other (Specify):

Name: Jim STROO Company Name: O'Neal / STROO Properties, LLC

Phone: 601 408 8717 Fax: 601 268 1652 Email: jimstroo@meta3.net

Mailing Address: 21 Treasure PT
Hattiesburg MS 39402

Name:

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

Phone:

Fax:

Email:

Mailing Address:

Name:

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

Phone:

Fax:

Email:

Mailing Address:

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

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

118 1 114 Lamar Blvd HATTIESBURG MS 39402
Street Address City State

on this the _____ day of _____, 20____.

[Signature]
Applicant

Applicant

STATE OF Mississippi
COUNTY OF Forrest

Personally came and appeared before me, the within named

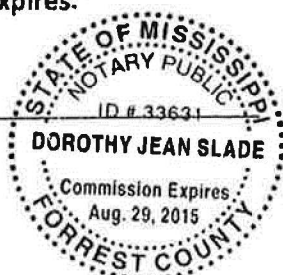
JIM STROO

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 27th day of February, 2013.

[Signature]
NOTARY PUBLIC

My Commission Expires:



THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF THE SUBJECT PROPERTY

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

118 ; 114 Lamar Blvd Hattiesburg MS 39402
Street Address City State

on this the 27th day of February, 2013.

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

on this the 27th day of February, 2013.

J. Stroo
Property Owner

Property Owner

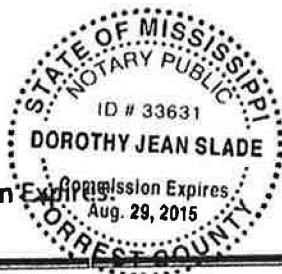
STATE OF Mississippi
COUNTY OF Sorrest

Personally came and appeared before me, the within named

JIM STROO

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 27th day of February, 2013.



My Commission Expires

Dorothy Jean Slade
NOTARY PUBLIC

Variance Information (1 page)

Note: No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

1. List reasons why you feel that the property could not be reasonably used without the requested

variance: We are building 2 buildings on the large parcel.

It is imperative that each building have its own sign. The 2 signs are small monument signs, these signs should not obstruct in any way.

2. All of the following conditions must be met before a variance can be recommended.

Explain and justify your proposal's compliance with each condition:

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

This is a large parcel with a lot of road frontage. Therefore the 2 buildings with 2 small monument signs are more practical and more attractive.

- b. That literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.

Signage for the 2nd building would be inappropriate in front of building number one.

- c. That the special conditions and circumstances do not result from the actions of the applicant.

The two buildings were necessary to accommodate tenants for the present and long term future tenants.

- d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

The 2 signs will both be small monument signs and will in no way provide greater than normal exposure.

2012 JUN 7 AM 9 09

CHIEF OF CLERK

PREPARED BY:
CHARLES E. GREER V
ATTORNEY AT LAW
7 WOODSTONE PLAZA, SUITE 7
HATTIESBURG, MS 39402
PH: 601-583-2133

RETURN TO:
✓ GREER LAW FIRM, PLLC
7 WOODSTONE PLAZA, SUITE 7
HATTIESBURG, MS 39402
PH: 601-583-2133

STATE OF MISSISSIPPI
COUNTY OF LAMAR

WARRANTY DEED

FOR AND IN CONSIDERATION the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned,

POC HOLDINGS, INC., A MISSISSIPPI CORPORATION , GRANTOR
220 Main Avenue North
Magee, MS 39111-0516
601-261-0053

does hereby sell, convey, bargain and warrant to

O'NEAL/STROO PROPERTIES, LLC,
A MISSISSIPPI LIMITED LIABILITY COMPANY, GRANTEE
21 Treasure Point
Hattiesburg, MS 39402
601-408-8717

but subject to the exceptions, reservations, restrictions, covenants and conditions, if any, hereafter stated, fee simple title in the following described property situated in the County of Lamar, State of Mississippi, more particularly and certainly described as follows:

(See Exhibit A attached)

INDEXING INSTRUCTIONS: SE 1/4 of SW 1/4, Section 10, Township 4 North, Range 14 West,
Lamar County, Mississippi

It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to pay on the basis of an actual proration.

The above warranty and this conveyance is made subject to any and all valid and outstanding oil, gas and mineral leases, exceptions, reservations, and conveyances.

The above warranty and this conveyance is made subject to any and all easements for public roads and public utilities as presently laid out, constructed or in use.

The warranty of this conveyance is made expressly subject to all restrictive covenants, rights-of-way, easements, and mineral reservations of record affecting the above described property.

WITNESS MY SIGNATURE on this the 1st day of June, A.D., 2012.

POC HOLDINGS, INC., A MISSISSIPPI CORPORATION.

By: W. Macko
SIGNATURE

W. Macko VP
PRINTED NAME, TITLE

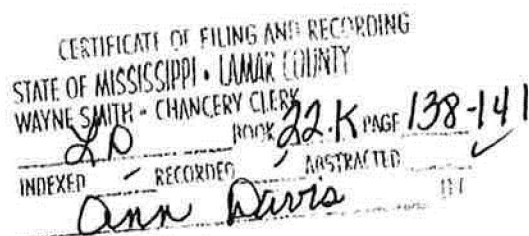
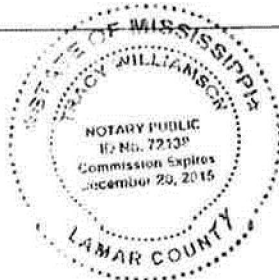
STATE OF MISSISSIPPI
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 1st day of June, 2012, within my jurisdiction, the within named W. Macko, who acknowledged that he is the Vice President of POC Holdings, Inc., a Mississippi Corporation, and as its act and deed he signed and delivered the above and foregoing instrument, on the day and year therein mentioned, after first having been duly authorized by said Corporation to so do.

SWORN TO AND SUBSCRIBED before me, this the 1st day of June, A. D., 2012.

Tracy Williams
NOTARY PUBLIC

My commission expires: _____



140

EXHIBIT A

A part of the SE 1/4 of the SW 1/4 of Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi and being more particularly described as follows:

Commence at an iron pin found marking the SW corner of the SW 1/4 of the SW 1/4 of said Section 10, thence run North for 300.22 feet; thence East for 1591.52 feet to an iron pin set on the eastern right of way line of Lamar Boulevard, said point also being the Point of Beginning; thence North 02 degrees 51 minutes 34 seconds West along said eastern right of way line for 239.83 feet to an iron pin set; thence North 80 degrees 08 minutes 00 seconds East for 210.00 feet to a crimp top found; thence South 02 degrees 51 minutes 34 seconds East for 239.83 feet to a crimp top pipe found; thence South 80 degrees 08 minutes 00 seconds West for 210.00 feet back to the Point of Beginning. Said parcel contains 1.15 acres more or less.

ALSO DESCRIBED AS FOLLOWS:

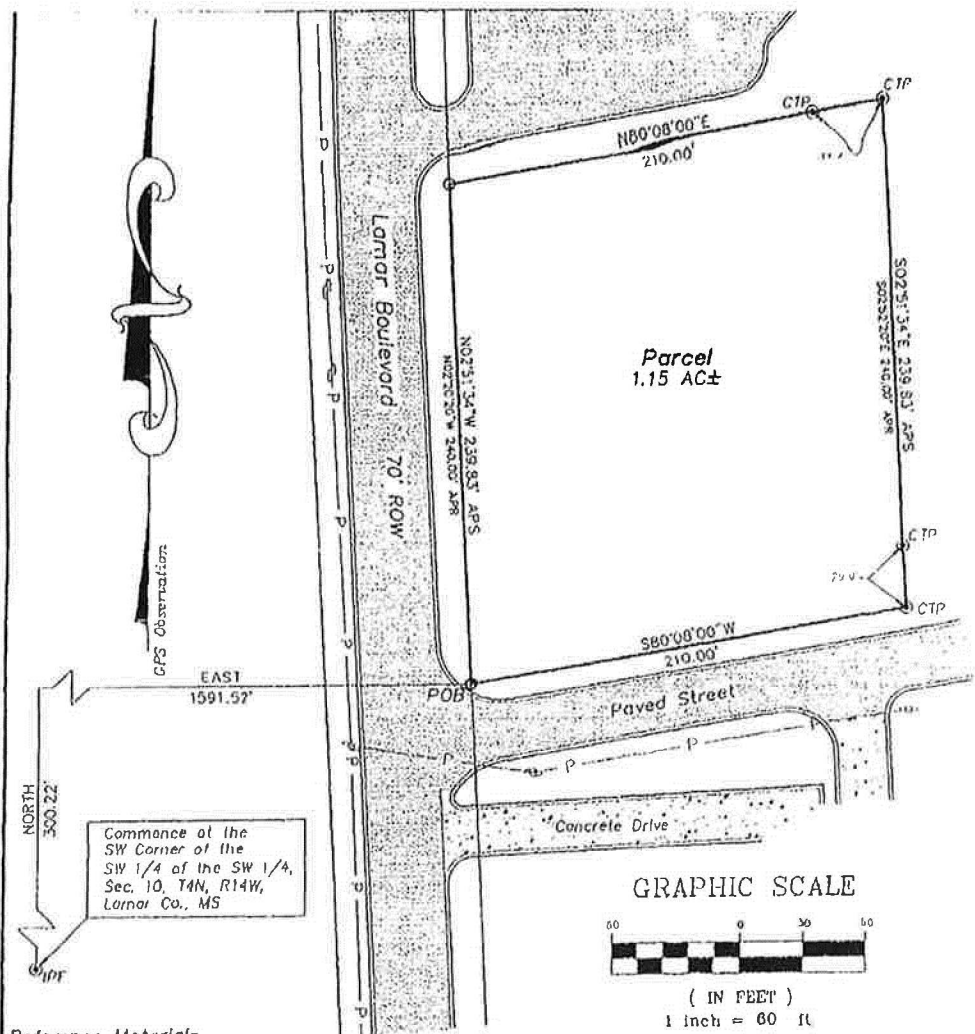
A part of the SE 1/4 of SW 1/4 of Section 10, Township 4 North, Range 14 West, in the State of Mississippi, County of Lamar, being more particularly described as commencing at the SW corner of said Section 10, thence run North for 706.48 feet, thence run East for 1534.07 feet to the Southerly right of way line of U. S. Highway 98, thence run North 80 degrees 08 minutes East along said right of way for 35.27 feet to the intersection of the Easterly right of way line of a proposed public road and the Southerly right of way line of U. S. Highway 98, thence run South 02 degrees 52 minutes 20 seconds East along said right of way of said public road for 175.0 feet to the Point of Beginning, thence continue along said Easterly right of way and South 02 degrees 52 minutes 20 seconds East for 210.00 feet, thence run North 80 degrees 08 minutes East for 210 feet, thence run North 02 degrees 52 minutes 20 seconds West for 210.00 feet, thence run South 80 degrees 08 minutes West for 210 feet to the Point of Beginning, containing 1.0 acres, more or less.

AND ALSO:

A part of the SE 1/4 of SW 1/4 of Section 10, Township 4 North, Range 14 West in the State of Mississippi, County of Lamar, being more particularly described as commencing at the SW corner of said Section 10; thence run North for 706.48 feet; thence run East for 1534.07 feet to the Southerly right of way line of U. S. Highway 98; thence run North 80 degrees 08 minutes East along said right of way for 35.27 feet to the intersection of the Easterly right of way line of a proposed public road and the Southerly right of way line of U. S. Highway 98; thence run South 02 degrees 52 minutes 20 seconds East along said right of way of said public road for 385.0 feet to the Point of Beginning; thence continue along said Easterly right of way and South 02 degrees 52 minutes 20 seconds East for 30.0 feet; thence run North 80 degrees 08 minutes East for 210 feet; thence run North 02 degrees 52 minutes 20 seconds West for 30.0 feet; thence run South 80 degrees 08 minutes West for 210 feet to the Point of Beginning, containing 0.15 acres, more or less.

with





Reference Materials

- 1) Lamar County Tax Map
- 2) Lamar County Ownership Map
- 3) Legal Description provided by Client.
- 4) Deed Book 12C, Page 392.
- 5) Deed Book 16M, Page 725
- 6) Deed Book 16M, Page 727.

Notes

- 1) No record search of easements was conducted.
- 2) Survey performed without the benefit of a title opinion.
- 3) 1/2"x18" rebar set at all property corners, unless noted otherwise.
- 4) Orientation is based upon GPS Observation (Geodetic North).

Legal Description

A parcel of land located in the SE 1/4 of the SW 1/4 of Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi and being more particularly described as follows:

Commence at an iron pin found marking the SW Corner of the SW 1/4 of the SW 1/4 of said Section 10; thence North for 300.22 feet; thence East for 1591.52 feet to an iron pin set on the eastern right of way line of Lamar Boulevard, said point also being the Point of Beginning; thence North 02 degrees 51 minutes 34 seconds West along said eastern right of way line for 239.83 feet to an iron pin set; thence North 80 degrees 08 minutes 00 seconds East for 210.00 feet to a crimp top pipe found; thence South 02 degrees 51 minutes 34 seconds East for 239.83 feet to a crimp top pipe found; thence South 80 degrees 08 minutes 00 seconds West for 210.00 feet back to the Point of Beginning. Said parcel contains 1.15 acres more or less.

LANDMARK SURVEYING, LLC P.O. Box 580 • Maingo, Mississippi 39111 Phone: (601) 849-1700 Fax: (601) 849-1707	SURVEY FOR: Priority One Bank SE 1/4 OF SW 1/4 SECTION 10, T 4 N, R 14 W, LAMAR COUNTY, MISSISSIPPI	
	SCALE: 1" = 60' DATE OF SURVEY: 03/31/2010 CLASS OF SURVEY: B	

EXHIBIT

B

HATTIESBURG City Council
April 16, 2013
Council Chambers, City Hall

1

Item A

The matter of the petition has been filed by Jim Stroo, Owner with the Mayor and Council of the City of Hattiesburg, Mississippi, to request a sign variance of two (2) on-premise free standing signs, for a certain property located at 114 & 118 Lamar Blvd. (Parcel # 052Q-10-042.00, and PPIN # 021456, Ward 3).

114 & 118 Lamar Blvd. , Variance Request

114 & 118 Lamar Blvd.

114 & 118 Lamar Blvd.

Initial Bldg. 1

Proposed Bldg. 2

Property to the West
Property to the East
Property to the South
Property to the North

Example of the proposed signs

Considerations

The applicant has requested a sign variance to construct two (2) on-premise free standing signs . The sign regulation Article 5 Section 95.10 (2), allow the applicant to construct one (1) free standing sign with an overall message area of two hundred and forty (240) feet. This is based on one square foot per linear foot of frontage.

The applicant proposed to construct two (2) signs with a message area of one hundred and ten(110) feet each. The proposed monument signs will have a total advertising message area of approximately seventy (70) feet, each and the remainder of the space will be bricked and painted concrete décor. The current sign regulations allows the sign to be up to thirty-five (35) feet in height; however, the applicant is proposing to construct each sign to be approximately ten (10) feet in height. The applicant is requesting a variance of two (2) on premise signs because he is constructing two (2) buildings on one large parcel and is proposing to have one (1) small monument sign for each building to accurately advertise each business.

RECOMMENDED CONDITION:

The Hattiesburg Planning Commission recommended to approve this petition with the condition that: This variance if approved shall limit the applicant to not more than 240 square feet of total message area ,and the height of the signs are limited to 10 feet'.

HATTIESBURG City Council
April 16, 2013
Council Chambers, City Hall

HATTIESBURG CITY COUNCIL

April 16, 2013

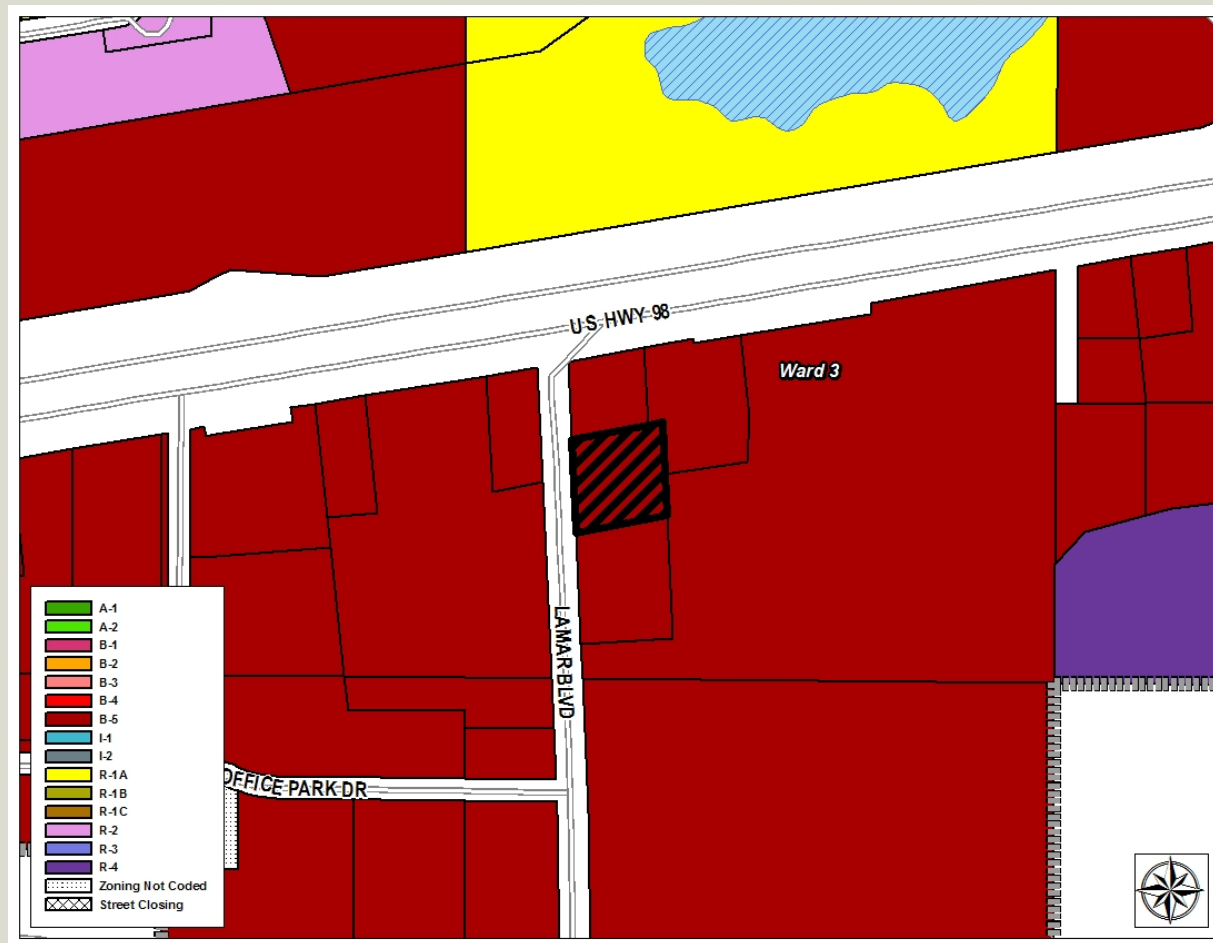
Council Chambers, City Hall

ITEM A

114 & 118 Lamar Blvd. , Variance Request

The matter of the petition has been filed by Jim Stroo, Owner with the Mayor and Council of the City of Hattiesburg, Mississippi, to request a sign variance of two (2) on-premise free standing signs, for a certain property located at 114 & 118 Lamar Blvd. (Parcel # 052Q-10-042.00, and PPIN # 021456, Ward 3).

114 & 118 Lamar Blvd.



114 & 118 Lamar Blvd.



Initial Bldg. 1



Proposed Bldg. 2



Property to the West



Property to the East



Property to the South



Property to the North

Example of the proposed signs



Considerations

- ◉ The applicant has requested a sign variance to construct two (2) on-premise free standing signs .
- ◉ The sign regulation Article 5 Section 95.10 (2), allow the applicant to construct one (1) free standing sign with an overall message area of two hundred and forty (240) feet. This is based on one square foot per linear foot of frontage.
- ◉ The applicant proposed to construct two (2) signs with a message area of one hundred and ten(110) feet each.
- ◉ The proposed monument signs will have a total advertising message area of approximately seventy (70) feet, each and the remainder of the space will be bricked and painted concrete décor.
- ◉ The current sign regulations allows the sign to be up to thirty-five (35) feet in height; however, the applicant is proposing to construct each sign to be approximately ten (10) feet in height.
- ◉ The applicant is requesting a variance of two (2) on premise signs because he is constructing two (2) buildings on one large parcel and is proposing to have one (1) small monument sign for each building to accurately advertise each business.

RECOMMENDED CONDITION:

The Hattiesburg Planning Commission recommended to approve this petition with the condition that:

- ◉ This variance if approved shall limit the applicant to not more than 240 square feet of total message area ,and the height of the signs are limited to 10 feet’.

HATTIESBURG CITY COUNCIL

April 16, 2013

Council Chambers, City Hall



City of Hattiesburg, MS

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

Master

File Number: 2013-0209

File ID: 2013-0209

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 04/09/2013

Brief Title: Authorize purchase of easements and rights of way for the 4th Street Expansion Project as per attached Summaries of Recommended Values.

Final Action:

Minute Book Number: MB2013-124

Title:

Acknowledge receipt of, and authorize offer of, Summaries of Recommended Values for the purchase of temporary construction easements and permanent rights of way for the 4th Street Expansion Project Phase II (Project No. HPP-7194-00(003) LPA/105845-801000) on the following parcels:

2-029L-09-021.00	Temporary Construction Easement	\$585.00
2-029L-09-020.00	Temporary Construction Easement	\$930.00
2-029L-09-015.00	Temporary Construction Easement	\$965.00
2-029L-09-014.00	Temporary Construction Easement	\$475.00
2-029F-04-210.00	Permanent Right of Way	\$915.00;

Authorize issuance of manual checks in payment upon acceptance of offer.

Notes: 072201.7000

Sponsors:

Enactment Date:

Attachments: Summary of Recommended Values New - 2013,
Summary of Recommended Values New1 - 2013

Enactment Number:

Contact:

Meeting Date: 04/16/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council - Amendments to the Agenda	04/16/2013					
1	City Council	04/16/2013					

Text of Legislative File 2013-0209

Title

Acknowledge receipt of, and authorize offer of, Summaries of Recommended Values for the purchase of temporary construction easements and permanent rights of way for the 4th Street Expansion Project Phase II (Project No. HPP-7194-00(003) LPA/105845-801000) on the following parcels:

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2-029L-09-014.00	Temporary Construction Easement	\$475.00
2-029F-04-210.00	Permanent Right of Way	\$915.00;

Authorize issuance of manual checks in payment upon acceptance of offer.

Summary

Acknowledge receipt of, and authorize offer of, Summaries of Recommended Values for the purchase of temporary construction easements and permanent rights of way for the 4th Street Expansion Project Phase II (Project No. HPP-7194-00(003) LPA/105845-801000);
Authorize issuance of manual checks in payment upon acceptance of offer.

Budget Information

072201.7000

Expenditure Type

Purchasing Item

Publication Information

JACKSON & ARRINGTON, PLLC

ATTORNEYS AT LAW
309 SOUTH 40TH AVENUE
HATTIESBURG, MISSISSIPPI 39402

ROBERT T. JACKSON, SR.
ROBERT T. JACKSON, JR.
DEREK R. ARRINGTON
D. NATHAN SMITH

MAILING ADDRESS:
P. O. BOX 15517
HATTIESBURG, MS 39404-5517

March 11, 2013

TELEPHONE: (601) 264-3309
FACSIMILE: (601) 264-6044
E-mail: rjnr@jacksonfirm.com

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

Re: City of Hattiesburg – 4th Street Project-Phase 2

Dear Ms. Waits:

The following is a list of values for property in the City of Hattiesburg – 4th Street Project – Phase 2.

Parcel 71	Temporary	\$585.00
Parcel 72	Temporary	\$930.00
Parcel 76	Temporary	\$965.00
Parcel 77	Temporary	\$475.00

Also attached is a Summary of Recommended Values and the appraisals for each Parcel.

Please set this as an agenda item before the City Council. After approval, please let us know so that we can begin the acquisition process for these parcels.

If you need any other information, please do not hesitate to let us know.

Very truly yours,

JACKSON & ARRINGTON, PLLC



Michelle M. Robinson, Paralegal

MMR

West Fourth Street Project
 Project No. HPP-7194-00(003) LPA/105845-801000
 Summary of Recommended Values
 (for review purposes only)

BATCH 6	Parcel No.	Owner	Acquisition Area	Recommended Value	Recommended Total Value
Parcel 71	2-029L-09-021.00	Joel & Nita Smith	.02 Temp	\$585.00 Temp	\$585.00 Temp
Parcel 72	2-029L-09-020.00	Jimmie Payton, Sr. and Mercedes Payton	.01 Temp	\$930.00 Temp	\$930.00 Temp
Parcel 76	2-029L-09-015.00	Phillip Martin, Donna Martin and Bunny Martin	.01 Temp	\$965.00 Temp	\$965.00 Temp
Parcel 77	2-029L-09-014.00	U. C. Hundley and Tilda Hundley	.01 Temp	\$475.00 Temp	\$475.00 Temp

JACKSON & ARRINGTON, PLLC

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March 11, 2013

TELEPHONE: (601) 264-3309
FACSIMILE: (601) 264-6044
E-mail: rjir@jacksonfirm.com

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

Re: City of Hattiesburg – 4th Street Project-Phase 3

Dear Ms. Waits:

The following is a list of values for property in the City of Hattiesburg – 4th Street Project – Phase 3.

Parcel 40	ROW	\$915.00
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Also attached is a Summary of Recommended Values and the appraisals for each Parcel.

Please set this as an agenda item before the City Council. After approval, please let us know so that we can begin the acquisition process for these parcels.

If you need any other information, please do not hesitate to let us know.

Very truly yours,

JACKSON & ARRINGTON, PLLC


Michelle M. Robinson, Paralegal

MMR

West Fourth Street Project
 Project No. HPP-7194-00(003) LPA/105845-801000
 Summary of Recommended Values
 (for review purposes only)

BATCH 6	Parcel No.	Owner	Acquisition Area	Recommended Value	Recommended Total Value
Parcel 40	2-029F-04-210.00	World of Christ	.005 ROW	\$915.00 ROW	\$915.00 ROW